

REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	03/25/13	Open	Action	03/01/13

Subject: Approving the Encroachment Agreement with Pacific Gas and Electric Company for the South Sacramento Corridor Phase 2 Project.

ISSUE

Whether or not to approve the Encroachment Agreement with Pacific Gas and Electric Company for the South Sacramento Corridor Phase 2 Project.

RECOMMENDED ACTION

Adopt Resolution No. 13-03-____, Approving the Encroachment Agreement with Pacific Gas and Electric Company for the South Sacramento Corridor Phase 2 Project at Cosumnes River College.

FISCAL IMPACT

No Fiscal Impact

DISCUSSION

Pacific Gas and Electric Company (PG&E) has an easement for electrical tower facilities over real property that is owned by Los Rios Community College District along Bruceville Road. The easement prohibits construction of any buildings and other structures that fall within PG&E's easement area.

Los Rios Community College District granted Regional Transit (RT) an easement for the light rail extension and terminal station along Bruceville Road within the same area as the PG&E easement. RT took the easement subject to PG&E's prior easement. RT Staff and PG&E have worked cooperatively together to allow their respective facilities to coexist within the common easement area. PG&E has proposed entering into an Encroachment Agreement to allow the presence of structures that would otherwise be prohibited under its Easement.

For PG&E to share its restricted easement, PG&E must comply with Public Utility Code, Section 851, which requires PG&E to formally submit a request to the California Public Utilities Commission (CPUC) for approval to ensure that the rights granted for the property are retained.

The encroachment agreement describes PG&E's requirements, RT's project that falls within the common easement areas, and the requirements for the CPUC's approval that will allow RT to construct its facilities. RT will not be able to start construction until CPUC approval is obtained. The CPUC has 120 days from the time a request is submitted to approve or deny a request.

In addition to standard provisions regarding indemnification, insurance, and liability releases, the Encroachment Agreement would contain the following restrictions and limitations on RT:

Approved:

Presented:

Final 03/13/13

General Manager/CEO

Director, Civil and Track

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1. RT can build only the structures/improvements approved by PG&E based on the current design plans and would have no right to later build new/different improvements.
2. If PG&E later determines that RT's facilities interfere with PG&E's use of its easement and the conflict can't be resolved by relocation of PG&E's facilities, at RT's cost, RT would be obligated to remove its improvements.
3. RT may be required to temporarily remove its improvements (even if such removal would preclude RT from operating light rail service) if required by PG&E for any construction, reconstruction, replacement, removal, maintenance or repair of its facilities.

Because execution of the encroachment agreement is necessary for construction of the SSCP2 project, Staff recommends approval of the Encroachment Agreement between RT and PG&E.

RESOLUTION NO. 13-03-_____

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

March 25, 2013

**APPROVING THE ENCROACHMENT AGREEMENT WITH PACIFIC GAS AND
ELECTRIC COMPANY FOR THE SOUTH SACRAMENTO CORRIDOR PHASE 2
PROJECT AT COSUMNES RIVER COLLEGE**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Encroachment Agreement for the South Sacramento Corridor Phase 2 Project between the Sacramento Regional Transit District, therein referred to as "Owner," and Pacific Gas and Electric Company, therein referred to as "PG&E," whereby PG&E agrees to allow the construction of RT's light rail tracks and station within its easement area as further set forth therein, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Agreement.

PATRICK HUME, Chair

A T T E S T:

MICHAEL R. WILEY, Secretary

By: _____
Cindy Brooks, Assistant Secretary