



REGULAR MEETING

OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE CITY OF SOUTH SAN FRANCISCO REDEVELOPMENT AGENCY

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

CITY HALL
LARGE CONFERENCE ROOM, TOP FLOOR
400 GRAND AVENUE

TUESDAY, JUNE 12, 2012
2:00 p.m.

PEOPLE OF SAN MATEO COUNTY

You are invited to offer your suggestions. In order that you may know our method of conducting Board business, we proceed as follows:

The regular meetings of the South San Francisco Oversight Board for the Successor Agency to the City of South San Francisco Redevelopment Agency are held on the second Tuesday of each month at 2:00 p.m. in the in the Large Conference Room, Top Floor at City Hall, 400 Grand Avenue, South San Francisco, California.

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item, and is distributed less than 72 hours prior to a regular meeting will be made available for public inspection in the City Clerk's Office located at City Hall. If, however, the document or writing is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting, as listed on this agenda. The address of City Hall is 400 Grand Avenue, South San Francisco, California 94080.

In compliance with Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the South San Francisco City Clerk's Office at (650) 877-8518. Notification 48 hours in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Chairman:

Neil Cullen

Selected by:

Largest Special District of the type in H&R
Code Section 34188

Vice Chair:

Denise Porterfield
Deputy Superintendent, Fiscal and Operational Services
San Mateo County Office of Education

Selected by:

San Mateo County Superintendent of Schools

Board Members:

Mark Addiego
Councilmember, City of South San Francisco
Alternate: Barry Nagel
City Manager, City of South San Francisco

Selected by:

Mayor of the City of South San Francisco

Gerry Beaudin
Principal Planner, City of South San Francisco

Mayor of the City of South San Francisco

Barbara Christensen
Director of Community/Government Relations,
San Mateo County Community College District

Chancellor of California Community College

Reyna Farrales
Deputy County Manager, San Mateo County

San Mateo County Board of Supervisors

Paul Scannell

San Mateo County Board of Supervisors
(Public Member)

Counsel

Craig Labadie

Advisory:

Marty Van Duyn – Assistant City Manager, City of South San Francisco
Jim Steele – Finance Director, City of South San Francisco
Steve Mattas – City Attorney, City of South San Francisco
Krista Martinelli – City Clerk, City of South San Francisco
Armando Sanchez – Redevelopment Consultant, City of South San Francisco

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

PUBLIC COMMENTS

Comments from members of the public on items not on this meeting agenda. The Chair may set time limit for speakers. Since these topics are non-agenda items, the Board may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the Board may refer items to staff for attention, or have a matter placed on a future agenda for a more comprehensive action report.

MATTERS FOR CONSIDERATION

1. Motion to approve the Minutes of meetings of May 8, 2012 and May 17, 2012.
2. Consideration of a proposal to authorize the City Manager and Assistant City Manager to enter into contracts and agreements for services that are budgeted on the approved recognized obligations payment schedule (ROPS).
3. Discussion of timing of County Redevelopment Property Tax Trust Fund (RPTTF) distributions and comparison to staff estimates.
4. Review of property assets.
 - a. Property review.
 - b. Tour of properties (van available).

Address	SCO Asset Transfer Assessment Row Number
559 Gateway Blvd	1
296 Airport Blvd	5
201 Grand Avenue	14
207 Grand Avenue	13
217-219 Grand Avenue	12
200 Linden Avenue	9
212 Baden Avenue	10
216 Baden Avenue	11
480 No. Canal	6
432 Baden Avenue	2
616 Linden Avenue	15
700 Linden Avenue	16
905 Linden Avenue	17
938 Linden Avenue	18
323 Miller Avenue	3
356 Grand Avenue	4
472 Grand/306 Spruce Avenue	7
468 Miller Avenue	8

Address	SCO Asset Transfer Assessment Row Number
80 Chestnut Avenue	21
1 Chestnut Avenue	20
APN 093-312-050	19
APN 093-312-060	19
APN 093-331-050	19
APN 093-331-060	19
APN 011-326-030	19

5. Approval of a license agreement allowing PG&E temporary use of a portion of 1 Chestnut Avenue and a vacant property on Mission Road for a contractor office and staging area.

6. Future Agenda Items.
 - a. Report from Bond Counsel regarding the legal authority of the Oversight Board to approve defeasance of bonds issued by the former Redevelopment Agency.
 - b. FPPC Conflict of Interest Code.
 - c. Administrative Budget: consideration of need for audit/RDA financial consulting assistance.
 - d. Recommendations pertaining to disposition/demolition of properties previously held by the Redevelopment Agency.
 - e. Report on any determination by the State of California Department of Finance on unfunded pension and liabilities being an enforceable obligation of the Successor Agency of a Redevelopment Agency.
 - f. Report on legal analysis pertaining to Harbor District Agreement and consideration of motion approving Harbor District Agreement as enforceable obligation of the Successor Agency.

ADJOURNMENT



REGULAR MEETING MINUTES

DRAFT

OVERSIGHT BOARD FOR THE
SUCCESSOR AGENCY TO THE CITY OF
SOUTH SAN FRANCISCO
REDEVELOPMENT AGENCY
P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

Meeting held at:
MUNICIPAL SERVICES BUILDING
COMMUNITY ROOM
33 ARROYO DRIVE
SOUTH SAN FRANCISCO, CA

TUESDAY, MAY 8, 2012

CALL TO ORDER

Time: 2:00 p.m.

ROLL CALL

Present: Boardmembers Addiego,
Beudin, Christensen and Farrales,
Vice Chairperson Porterfield and
Chairperson Cullen.

Absent: Boardmember Scannell.

PLEDGE OF ALLEGIANCE

Led by Vice Chairperson Porterfield.

AGENDA REVIEW

Staff advised that Agenda Item 2 was not necessary for consideration at this time.

Chairperson Cullen directed that the Item be maintained as a Future Agenda Item until appropriate for hearing.

Additional Agenda Review took place later in the meeting as set forth below at Item 4.

PUBLIC COMMENTS

Comments from members of the public on items not on this meeting agenda. The Chair may set time limit for speakers. Since these topics are non-agenda items, the Board may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the Board may refer items to staff for attention, or have a matter placed on a future agenda for a more comprehensive action report.

None.

MATTERS FOR CONSIDERATION

1. Motion to approve the Minutes of the April 24, 2012 Special Meeting.

Motion– Boardmember Farrales/Second– Boardmember Christensen: to approve the Minutes of the April 24, 2012 Special Meeting. Approved by the following voice vote: AYES: Boardmembers Addiego, Beaudin and Christensen, Vice Chairperson Porterfield and Chairperson Cullen; NAYES: None. ABSTAIN: None. ABSENT: Boardmember Scannell.

2. FPPC Conflict of Interest Code.

Per the direction set forth under Agenda Review above, this item was placed on the Future Agenda Items roll for hearing at a later date.

3. Presentation and consideration of the Recognized Obligations Payments Schedule (ROPS) for the period July through December 2012.

- a. Presentation of ROPS.

Director of Finance Steel presented the ROPS for the July 2012- December 2012 period. Prior to the onset of the ROPS review, Director Steele responded to the Board's question regarding the Department of Finance and confirmed that the City had not received inquiry from the Department within the 10-day notice period since submission of the Board-approved January 2012-June 2012 ROPS.

Director Steele proceeded with review of the July 2012-December 2012 ROPS, noting that no new items were added as compared against the January-June 2012 ROPS. Accordingly, the Board had seen each of the 24 items before. Cross references to line items in the previous ROPS were provided on the schedule for ease of review. As part of the line by line discussion, Assistant City Manager and Director of Economic and Community Development Van Duyn discussed items 7 and 8 relating to the Harbor District Agreement. Item 7 specifically pertained to costs associated with Harbor District improvements and reimbursements per the underlying agreement.

Counsel Labadie noted that he had discussed and obtained the underlying Harbor District and Oyster Point Ventures Agreements from staff. He planned to provide the Board with a complete legal analysis of the agreements prior to first payments being made in July. In response to the Board's questioning as to how the pending analysis would affect its ability to approve the ROPS, Counsel Labadie advised that the ROPS could be approved as presented and the Board could subsequently direct that the July payments not be made if an adverse conclusion were to be reached by legal analysis. He further explained that any disbursement allocated to fund the obligation would be adjusted in the subsequent ROPS and corresponding disbursement from the County. Director Steele noted a line item for "Total Surplus (Deficit) Carryover from prior ROPS" would capture such amounts at the bottom of every ROPS.

Director Steele continued with line item review of the proposed July 2012-December 2012

ROPS. In response to Boardmembers' questions pertaining to listing costs related to Property Disposition set forth at Item 21, consultant Sanchez responded that broker costs were expected to be paid with proceeds from sales. In response to a question from Boardmember Christensen, Director Steele responded that the amounts set forth at Item No. 22 were estimated.

Upon completion of the review, Chairman Cullen stated the Board was presented with the proposed July 1, 2012- December 31, 2012 ROPS including all items, with the caveat that payments on certain items related to the Harbor District and Oyster Point Ventures Agreements would be subject to Board discretion pending review of legal analysis by Counsel Labadie.

- b. Presentation of Administrative Budget including identification of staffing and salaries in connection with the Successor Agency's proposed staffing of the Oversight Board.

Director Van Duyn presented the Successor Agency Administrative Budget as set forth on Exhibit B to the staff report accompanying the agenda item. He explained the Administrative Budget for July- December 2012 was estimated at \$269, 560.00, which was made up of \$85,130.00 in Professional and Specialized Services, \$11,301.57 for supplies and services related to meeting expenses, office supplies, printing services and special noticing, and \$173, 127.43 worth of staff support costs as measured by a percentage of full time employee position, including salaries, benefits and retirement costs. He advised that as actual costs are incurred, Boardmembers would be provided with further breakdown.

Boardmembers questioned the inclusion of employee benefits and retirement costs in the Administrative Budget as relevant to the staff support cost estimate.

Staff noted that although the Agency had not previously funded OPEB and PERS contributions in this manner, it would have been well advised to do so. City Manager Nagel confirmed that it should have been done. From what staff had learned, it was making the recommendation to follow the pay-as-you-go methodology going forward.

Boardmember Addiego stated the cost of staff expense identified in the report, including benefits and retirement costs, represented the true cost expended in support of the Successor Agency and Oversight Board.

Chairman Cullen recounted that the Department of Finance would have the ultimate say on the propriety of the allocation.

- c. Consideration of Motion to approve ROPS and Administrative Budget for the period of July through December 2012.

Motion– Boardmember Addiego/Second– Boardmember Christensen: to approve the ROPS and Administrative Budget for the period of July 1, 2012 through December 31, 2012. Approved by the following roll call vote: AYES: Boardmembers Addiego, Beaudin and Christensen, Vice Chairperson Porterfield and Chairperson Cullen; NOES: None. ABSTAIN: None. ABSENT: Boardmember Scannell.

4. Agenda Review: Emergency Item

City Attorney Mattas advised that at 1:00 p.m. on the afternoon of this meeting, Finance Director Steele received a call from the County Auditor pertaining to the approved January 2012- June 2012 ROPS. The County believed that “reserves” called out as a funding source on the approved January 2012- June 2012 ROPS were insufficiently defined. Based on direction at previous meetings, it was clear that Boardmembers intended to allocate tax increment for payment of debt obligations of the former RDA. Accordingly, staff recommended placing an urgency item on the present agenda to clarify for the County that the Board intended the indebtedness to be paid off with Redevelopment Property Tax Trust Fund (“RPTTF”) funds.

Counsel Labadie advised that a 2/3 vote of the Board was required to place this item on the agenda as an urgency item. He believed this to be a valid urgency as it came to light after the agenda was posted and immediate action was needed.

Motion– Boardmember Beaudin/Second– Vice Chairperson Porterfield: to add an urgency item pertaining to the 1:00 p.m. inquiry from the County Auditor regarding the Board’s intent with respect to the funding source for certain payments authorized on the January 2012- June 2012 approved ROPS. Approved by the following voice vote: AYES: Boardmembers Addiego, Beaudin and Christensen, Vice Chairperson Porterfield and Chairperson Cullen; NOES: None. ABSTAIN: None. ABSENT: Boardmember Scannell.

Director Steele then recounted that the Board had approved debt service payment of Items 2-9 on the prior approved ROPS funded by RPTTF. Similarly, Pass-through payments set forth as Items 1-14 on page 4 of the prior approved ROPS would be paid using RPTTF. Finally, any leftover dollars would be allocated towards Bond defeasance and row 75 indicates this intent. The revisions clarify the funding source for these items as RPTTF.

Motion– Vice Chairperson Porterfield/Second– Boardmember Christensen: to authorize Director of Finance Steele to report to the County Auditor that the Board intended to fund certain line items on the January 1, 2012-June 30, 2012 ROPS with RPTTF.

5. Financial/Cash Flow Updates:

- a. Review of letter from County Controller Dated May 2, 2012 on Tax Distribution.
- b. Review of Cash Flow.

Director of Finance Steele presented cash flow information in light of a May 2, 2012 letter from the County issued by Bob Adler. The presentation included the Successor Agency’s cash flow updated with the approved July 2012 through December 2012 ROPS. He noted that the County’s estimated \$3.1 million distribution to taxing entities did not take into account the Board’s designation in the approved January 2012- June 2012 ROPS of \$3 million of surplus property tax for bond defeasement. In response to questions from the Board regarding whether the County planned to provide future estimates of ongoing money as opposed to one-time money, Director Steele responded that it was unclear. He pointed Boardmembers to a page in the cash flow estimate he provided which included conservative Fiscal Year 2013-2017 estimates. He noted projections indicating what the City might receive as a taxing entity, but stated he was not

comfortable making such projections for the other taxing entities given the high number of uncertainties presently outstanding. He did note, however, that based on the bond defeasement, an ever-growing payout to the taxing entities would accrue over time.

Chairman Cullen recounted a conversation he had with Shirley Terrell of the County pertaining to the May 2, 2012 letter. He noted the County expected a six (6) month lag in reporting based on overages and/or deficits from approved ROPS versus actual spending. He relayed that Ms. Terrell advised further information would be forthcoming from the controller's office.

6. Future Agenda Items.

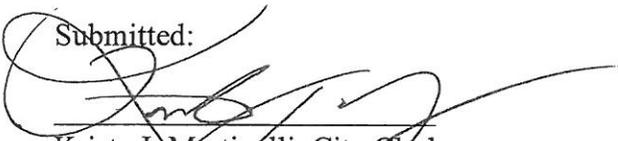
- a. Administrative Budget: consideration of need for audit/RDA financial consulting assistance.
- b. Recommendations pertaining to disposition/demolition of properties previously held by the Redevelopment Agency.
- c. Report on any determination by the State of California Department of Finance on unfunded pension and liabilities being an enforceable obligation of the Successor Agency of a Redevelopment Agency.
- d. Report on legal analysis pertaining to Harbor District Agreement and consideration of motion approving Harbor District Agreement as enforceable obligation of the Successor Agency.

ADJOURNMENT

Motion — Vice Chairperson Porterfield/Second— Boardmember Beaudin: to adjourn the meeting. Unanimously approved by voice vote.

Pursuant to the above motion, Chairman Cullen adjourned the meeting at 3:07 p.m.

Submitted:



Krista J. Martinelli, City Clerk
City of South San Francisco

Approved:

Neil Cullen, Chairperson
Oversight Board for the Successor Agency
to the City of South San Francisco
Redevelopment Agency



SPECIAL MEETING MINUTES

DRAFT

OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE CITY OF SOUTH SAN FRANCISCO REDEVELOPMENT AGENCY

P.O. Box 711 (City Hall, 400 Grand Avenue)
South San Francisco, California 94083

Meeting held at:
MUNICIPAL SERVICES BUILDING
COMMUNITY ROOM
33 ARROYO DRIVE
SOUTH SAN FRANCISCO, CA

AND BY TELECONFERENCE
AT

COUNTY OF SAN MATEO
COUNTY MANAGER'S CONFERENCE ROOM
400 COUNTY CENTER, FIRST FLOOR
REDWOOD CITY, CA 94063

TUESDAY, MAY 17, 2012

CALL TO ORDER

Time: 12:30 p.m.

ROLL CALL

Present: Boardmembers Addiego,
Beaudin, Farrales* and Scannell,
Vice Chairperson Porterfield and
Chairperson Cullen.

Absent: Boardmember Christensen.

* Boardmember Farrales participated
by telephone from the County
Mananger's Conference Room, 400
County Center, First Floor, Redwood
City California.

PLEDGE OF ALLEGIANCE

Led by Vice Chairperson Beaudin.

AGENDA REVIEW

None.

PUBLIC COMMENTS

Comments from members of the public on items not on this meeting agenda. The Chair may set time limit for speakers. Since these topics are non-agenda items, the Board may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the Board may refer items to staff for attention, or have a matter placed on a future agenda for a more comprehensive action report.

None.

MATTERS FOR CONSIDERATION

1. Presentation and consideration of the draft Amended Recognized Obligations Payments Schedule (ROPS) for the period January 2012 through June 2012.
 - a. Presentation of draft Amended ROPS.

Director of Finance Steele advised the Board that the County Auditor had notified staff that the State Department of Finance was unwilling to accept verbal confirmation of the Board's intent to fund certain line items on the approved January 1, 2012-June 30, 2012 ROPS with the Redevelopment Property Tax Trust Fund ("RPTTF"). Accordingly, staff recommended that the Board resubmit the January 1, 2012-June 30, 2012 ROPS identifying RPTTF as the funding source where indicated. Director Steele further indicated he had provided the draft to Shirley Terrell of the County and she had indicated it was sufficient for purposes of demonstrating the Board's intent with respect to funding source.

- b. Consideration of motion to approve draft Amended ROPS.

Motion- Boardmember Scannell/Second- Boardmember Addiego: to approve the Amended ROPS for the period January 1, 2012 through June 30, 2012. Approved by the following Roll Call vote: AYES: Boardmembers Addiego, Beaudin, Farrales and Scannell, Vice Chairperson Porterfield and Chairman Cullen; NOES: None; ABSTAIN: None; ABSENT: Boardmember Christensen.

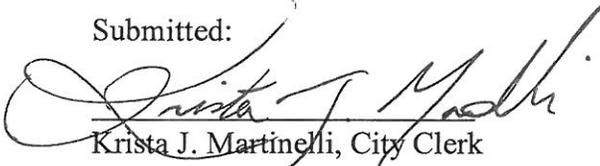
2. Future Agenda Items.
 - a. Administrative Budget: consideration of need for audit/RDA financial consulting assistance.
 - b. Recommendations pertaining to disposition/demolition of properties previously held by the Redevelopment Agency.
 - c. Report on any determination by the State of California Department of Finance on unfunded pension and liabilities being an enforceable obligation of the Successor Agency of a Redevelopment Agency.
 - d. Report on legal analysis pertaining to Harbor District Agreement and consideration of motion approving Harbor District Agreement as enforceable obligation of the Successor Agency.

ADJOURNMENT

Motion — Boardmember Scannell/Second— Boardmember Addiego: to adjourn the meeting.
Approved by the following Roll Call vote: AYES: Boardmembers Addiego, Beaudin, Farrales and Scannell, Vice Chairperson Porterfield and Chairman Cullen; NOES: None; ABSTAIN: None; ABSENT: Boardmember Christensen.

Pursuant to the above motion, Chairman Cullen adjourned the meeting at 12:55 p.m.

Submitted:



Krista J. Martinelli, City Clerk
City of South San Francisco

Approved:

Neil Cullen, Chairperson
Oversight Board for the Successor Agency
to the City of South San Francisco
Redevelopment Agency



Redevelopment Successor Agency Oversight Board Staff Report

DATE: June 12, 2012

TO: Members of the Oversight Board

FROM: Jim Steele, Finance Director

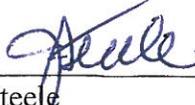
SUBJECT: AUTHORIZING CITY MANAGER AND ASSISTANT CITY MANAGER TO ENTER INTO CONTRACTS AND AGREEMENTS FOR SERVICES THAT ARE BUDGETED ON THE APPROVED RECOGNIZED OBLIGATIONS PAYMENT SCHEDULE (ROPS)

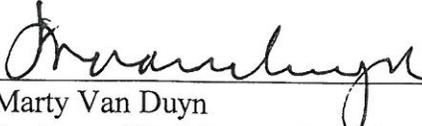
RECOMMENDATION

It is recommended that the Oversight Board authorize the City Manager and Assistant City Manager to enter into contracts and/or agreements for services related to items budgeted in the Recognized Obligations Payment Schedule (ROPS).

BACKGROUND/DISCUSSION

The Oversight Board may recall that all items authorized for expenditure by the Successor Agency in winding down the former Redevelopment Agency (RDA) are incorporated in the ROPS. Because the Successor Agency and the Oversight Board each meet only once a month for regular meetings, it would be more efficient for a timely winding down of RDA affairs if administrative agreements and contracts needed to implement ROPS services could be approved administratively by the City Manager and Assistant City Manager. This is consistent with the City's current purchasing practices; however, it makes sense to explicitly validate this purchasing practice for the Oversight Board. For the Board's information, the City Council has already approved providing this authority to the City Manager and Assistant City Manager, pending Board approval.

By: 
Jim Steele
Finance Director

Approved: 
Marty Van Duyn
Assistant City Manager and Director of
Economic and Community Development



Redevelopment Successor Agency Oversight Board Staff Report

DATE: June 12, 2012

TO: Members of the Oversight Board

FROM: Marty Van Duyn, Assistant City Manager

SUBJECT: APPROVAL OF A LICENSE AGREEMENT ALLOWING PG&E TO TEMPORARILY USE FOR A PORTION OF 1 CHESTNUT AVENUE AND A VACANT PROPERTY ON MISSION ROAD FOR A CONTRACTOR OFFICE AND STAGING AREA.

RECOMMENDATION

The Successor Agency recommends that the Oversight Board approve, by motion, the attached draft License Agreement with PG&E to use a portion of the building, and the surface parking area, at 1 Chestnut Avenue and the vacant site on Mission Road for a contractor office and staging area for the period from June 25, 2012 through December 24, 2012.

BACKGROUND/DISCUSSION

Pacific Gas and Electric (PG&E) is requesting that the City grant a license for PG&E's contractor to use a portion (approximately 4,850 square feet) of the building, and the surface parking lot at 1 Chestnut Avenue and a portion (approximately 71,000 square feet) of the vacant, unimproved property on Mission Road for use as a contractor office and a staging area (See Exhibit B in the License Agreement). PG&E is in the process of selecting a contractor to install a new gas line through the city of South San Francisco. PG&E is proposing that their contractor use the two sites from June 25, 2012 to December 24, 2012 in order to complete the Line 132 gas pipeline replacement project.

PG&E is requesting use of the two sites in order for them to construct an important upgrade to the existing gas pipeline system that exists on the San Francisco Peninsula. In 2010, a portion of Line 132 was responsible for the destruction of a neighborhood in San Bruno. After the disaster, PG&E was tasked with surveying, inspecting and upgrading the pipeline along the entire route. In South San Francisco, the pipeline is located from San Bruno and Colma, generally following El Camino Real, Antoinette Lane and Mission Road. Last year, PG&E inspected the pipeline and found leaks in the pipe on Antoinette Lane and on Mission Road, between Colma Creek to Lawndale Drive. In October 2011, PG&E made temporary repairs so that South San Francisco residents could receive gas service during the winter months. PG&E plans to remove the existing pipeline on Antoinette Lane and replace it with a new 30-inch pipeline on Chestnut Avenue, between El Camino Real and Mission Road, and Mission Road, between Chestnut Avenue and Lawndale Drive. The proposed project would be a permanent replacement to the existing pipeline.

Board staff is requesting that the Board approve the use of the two sites for a construction office and

Staff Report

Subject: License Agreement with PG&E at 1 Chestnut Avenue and Mission Road

Page 2

a staging area. PG&E has agreed to pay a monthly rent of \$14,080.00 to lease both sites. The rent is based on comparable rents for similar temporary uses found in South San Francisco's industrial and commercial areas. The rent for the vacant and the unimproved site on Mission Road is the same as the rent paid by PG&E last year. In addition to the base rent, the tenant will be responsible for paying all utilities and maintenance on the two properties. The calculation of the base rent includes:

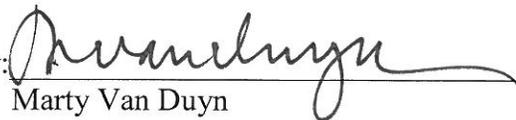
Address	Size	Rent Per Square Feet	Total Rent
1 Chestnut Avenue	4,850 sf	\$1.00	\$4,850.00
Mission Road	71,000 sf	\$0.13	\$9,230.00
Total			\$14,080.00

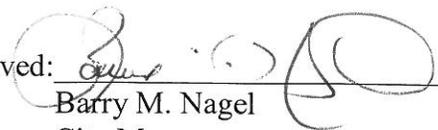
SUCCESSOR AGENCY RECOMMENDATION

On June 6, 2012, the Successor Agency recommended that the Oversight Board approve draft License Agreement with PG&E's contractor to use a portion of the building, and the surface parking area at 1 Chestnut Avenue and the vacant site on Mission Road for a contractor office and staging area. The Agency members expressed concern that the staging area should be properly maintained and screened from the adjacent neighborhoods and the public streets. Exhibit D in the Agreement includes specific "Conditions of Approval" that PG&E and its contractor maintain the two sites, comply with the City's noise and construction ordinances, and screen the staging area from public view.

CONCLUSION

PG&E is requesting that the Oversight Board approve a License Agreement for its contractor to use a portion of 1 Chestnut Avenue and a portion of a vacant and unimproved site on Mission Road (See Exhibit B in the License Agreement). The Successor Agency recommends that the Oversight Board approve, by motion, the attached draft License Agreement to use a portion of the building, and the surface parking area at 1 Chestnut Avenue and the vacant site on Mission Road for a contractor office and staging area for the period from June 25, 2012 through December 24, 2012.

By: 
Marty Van Duyn
Assistant City Manager and Director

Approved: 
Barry M. Nagel
City Manager

Attachments: 1 Draft License Agreement, with Exhibits

LICENSE AGREEMENT

This License Agreement (this “**Agreement**” or “**License**”) is entered into effective as of June 25, 2012 (“**Effective Date**”) by and between the City of South San Francisco, a municipal corporation (the “**City**”) and _____ (the “**Licensee**”). City and Licensee are hereinafter collectively referred to as the “**Parties**.”

RECITALS

A. City is the owner of real property located at 1 Chestnut Avenue, City of South San Francisco and that certain vacant real property located on Mission Road in the City of South San Francisco, known as San Mateo County Assessor’s Parcel No. 093-331-050 and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “**Property**”).

B. Licensee is engaged as a contractor for Pacific Gas and Electric Company in a construction and repair project relating to the existing gas line project on land located adjacent to the Property, and desires to obtain a license from City to use approximately 3 acres of the Property for construction staging purposes. The portion of the Property for which a license is granted pursuant to this Agreement is described in Exhibit B attached hereto and is hereafter referred to as the “**Licensed Premises**.”

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of License; License Fee; No Leasehold or Property Rights Created. City hereby grants to Licensee a revocable license to use the Licensed Premises solely for use as a construction staging area (the “**Permitted Activity**”) undertaken in compliance with the conditions of approval set forth in Exhibit D attached hereto and the Conditions of Use set forth in Section 4 below. Subject to adjustment pursuant to Section 2.1 below, on or before the first day of each calendar month during the term of this Agreement, Licensee shall pay to City a fee (the “**License Fee**”) in the amount of Fourteen Thousand and Eighty Dollars (\$14,080.00) per month. For any partial month at the beginning or end of the term of this Agreement, the License Fee shall be prorated on the basis of a 30-day month. This Agreement is not intended to nor shall it be interpreted to create or vest in Licensee any leasehold or any other property rights or interests in the Property or any part thereof.

1.1 Late Charge. Licensee acknowledges that the late payment of the License Fee will cause City to incur administrative costs and other damages, the exact amount of which would be impracticable or extremely difficult to ascertain. Licensee and City agree that if City does not receive any such payment within five (5) calendar days after such payment is due, Licensee shall pay to City an amount equal to ten percent (10%) of the overdue amount as a late charge for each month or partial month that such amount remains unpaid. The Parties acknowledge that this late charge represents a fair and reasonable estimate of the costs that City will incur by reason of the

late payment by Licensee, but the payment of such late charge shall not excuse or cure any default by Tenant under this Agreement. The Parties further agree that the payment of late charges pursuant to this Section 1.1 and the payment of interest pursuant to Section 1.2 are distinct and separate from one another in that the payment of interest is to compensate City for the use of City's money by Licensee, while the payment of a late charge is to compensate City for the additional administrative expense incurred by City in handling and processing delinquent payments, but excluding attorneys' fees and costs incurred with respect to such delinquent payments. Acceptance of any late fees and late charges shall not prevent City from exercising any of the other rights and remedies available to City under this Agreement for any other default by Licensee.

1.2 Interest. Any amount due from Licensee to City which is not paid when due shall bear interest at the lesser of ten percent (10%) per annum or the maximum rate which City is permitted by law to charge, from the date such payment is due until paid, but the payment of such interest shall not excuse or cure any default by Licensee under this Agreement.

2. Term of License. The term of the License and right of entry granted hereby, shall commence on the Effective Date and shall continue until December 24, 2012 (the "**Termination Date**") unless City or Licensee terminate this Agreement pursuant to Section 3 below.

2.1 Extension of Term; License Fee During Extension Period. Upon written request by Licensee delivered to City not later than thirty (30) days prior to the expiration of the initial term of this License, Licensee may request an extension of the term. City will not withhold consent to an extension of the term for a period of up to two (2) additional months if Licensee reasonably requires such extension in order to complete construction activities on the adjacent property. The License Fee payable during each month during such extension shall be the sum of Sixteen Thousand Dollars (\$16,000.00). All other terms and conditions of this Agreement shall apply during any extension of the term.

3. Termination of License. City may terminate or suspend this License by written notice to Licensee following Licensee's breach of its obligations under this Agreement if Licensee fails to cure any such breach within ten (10) days following written notice of default from the City.

4. Conditions of Use. Licensee's right to enter upon and use the Licensed Premises is limited to the Permitted Activity (defined in Section 1 above) subject to compliance with all conditions of approval set forth in Exhibit D and all conditions set forth in this Section (collectively, the "**Conditions of Use**"). Without limiting the foregoing, Licensee agrees to comply with all of the following specific requirements:

a. Licensee shall be liable for any damage to the Property, or any part thereof, or any other property of the City or City right of way (all of the foregoing, collectively, "**City Property**") that occurs as a result of this License and the use of the Licensed Premises, unless caused by the gross negligence or willful misconduct of the City or its employees, agents or contractors. Any damage to the Property or City Property shall be immediately repaired to the satisfaction of City at Licensee's sole cost and expense.

b. Licensee shall not encroach on the public right of way adjacent to the Property.

c. Licensee shall comply with all Conditions of Use and with all state, federal and local laws, regulations, rules and orders, applicable to this License, the Property or the Permitted Activity, including without limitation all Environmental Laws (defined in Exhibit C attached hereto and incorporated herein by reference. Licensee shall not cause or permit any Hazardous Material (defined in Exhibit C) to be generated, brought onto, used, stored, or disposed of in or about the Property.

(i) Notice of Release or Investigation. If during the term of this Agreement, Licensee becomes aware of (a) any actual or threatened release of any Hazardous Material on, under, or about the Property, or (b) any inquiry, investigation, proceeding, or claim by any government agency or other person regarding the presence of Hazardous Material on, under, or about the Property, Licensee shall give City written notice of the release or investigation within five (5) days after learning of it and shall simultaneously furnish to City copies of any claims, notices of violation, reports, or other writings received by Licensee that concern the release or investigation.

(ii) Remediation Obligations. If the presence of any Hazardous Material brought onto the Property by Licensee or Licensee's agents, employees, invitees, customers, consultants, contractors or subcontractors results in contamination of the Property or any part thereof, Licensee shall promptly take all necessary actions to remove or remediate such Hazardous Materials, whether or not they are present at concentrations exceeding state or federal maximum concentration or action levels, or any governmental agency has issued a cleanup order, at Licensee's sole expense, to return the Property to the condition that existed before the introduction of such Hazardous Material. Licensee shall first obtain City's approval of the proposed removal or remedial action.

d. Licensee shall not impair or interfere with City's ability to access the Property.

e. Licensee expressly acknowledges and agrees that City shall have no obligation to provide security services or fencing, and Licensee's use of the Licensed Premises is at Licensee's own risk.

f. Licensee expressly acknowledges and agrees that City has no obligation to maintain or repair the Property or the Licensed Premises, and Licensee accepts use of the Licensed Premises in its AS-IS condition.

g. Licensee shall, at Licensee's sole cost and expense, maintain the Licensed Premises in its condition existing as of the Effective Date, reasonable wear and tear excepted, and shall keep the Licensed Premises in condition free of debris, litter and graffiti. Without limiting the generality of the foregoing, Licensee shall be responsible for maintaining any landscaping located on the Licensed Premises, and for undertaking at Licensee's sole expense without reimbursement, any necessary repair or resurfacing of paved surfaces on the Licensed

Premises and any repair or maintenance of fencing and lighting. Licensee shall be responsible for payment of all utilities serving the Licensed Premises. Licensee shall take reasonable steps to ensure that access to the Licensed Premises is limited to Licensee and Licensee's agents, employees, contractors and subcontractors. At Licensee's sole expense without reimbursement, Licensee shall install and maintain security fencing around the perimeter of the Licensed Premises throughout the term of this Agreement.

h. City shall have the right at all times during the term of this Agreement to enter upon and to inspect the Licensed Premises to ensure compliance with this Agreement.

i. Prior to the expiration of the term of this Agreement (as such may be extended pursuant to Section 2.1, at Licensee's sole cost and expense, Licensee shall remove all vehicles, equipment, materials and personal property from the Licensed Premises and shall restore the Licensed Premises to its condition existing as of the Effective Date, reasonable wear and tear excepted ("**Original Condition**"). If Licensee fails to comply with the foregoing, City shall have the right to remove all vehicles, equipment, materials and personal property from the Licensed Premises and to restore the Licensed Premises to Original Condition, and Licensee shall be obligated to pay City for all costs incurred by City in connection with such removal and restoration within five (5) business days following receipt of City's invoice therefor.

j. Prior to storing materials on the Licensed Premises, Licensee shall, at Licensee's sole expense without reimbursement, screen from view the portion of the Licensed Premises that fronts along Mission Street and the portion of the Licensed Premises that faces the condominium project located to the north of the Property. Screening materials shall be approved by City, which approval will not be unreasonably withheld.

5. Indemnification. Licensee agrees to indemnify, defend (with counsel approved by City) and hold City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing collectively "**Indemnitees**") harmless from and against all liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, damage and expense (including, without limitation, reasonable attorneys' fees and costs of litigation) (all of the foregoing collectively "**Claims**") resulting from or arising in connection with use of the Property by Licensee or Licensee's agents, employees, invitees, contractors or subcontractors, including without limitation, Claims arising as a result of or in connection with any release of any Hazardous Material in or about the Property by Licensee, or Licensee's agents, employees, invitees, contractors, or subcontractors, or any other violation of any Environmental Law by Licensee or Licensee's agents, employees, invitees, contractors or subcontractors, except and to the extent caused solely by the gross negligence or willful misconduct of any of the Indemnitees. Licensee's indemnification obligations set forth in this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Release of Claims. Licensee hereby waives, releases, and discharges forever the Indemnitees from all present and future Claims arising out of or in any way connected with entry upon or use of the Property by Licensee or Licensee's agents, employees, invitees, contractors or subcontractors, including without limitation all Claims arising in connection with any injury to persons or damage to or theft of vehicles, equipment, materials, or any other personal property,

except and to the extent caused solely by the gross negligence or willful misconduct of any of the Indemnitees. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. Insurance. Throughout the term of this License, Licensee shall maintain a commercial general liability policy in the amount of at least Two Million Dollars (\$2,000,000) combined single limit, or such other policy limit as City may require in its reasonable discretion, including coverage for bodily injury, property damage and contractual liability coverage. Such policy or policies shall be written on an occurrence basis, shall be issued by an insurance carrier licensed to do business in the State of California with current A.M. Best's rating of no less than A: VII, and shall name the City and the Indemnitees as additional insureds.

Throughout the term of this License, Licensee shall maintain a comprehensive automobile liability coverage in the amount of at least Two Million Dollars (\$2,000,000), combined single limit including coverage for owned, non-owned and leased vehicles.

Automobile liability policies shall name the Indemnitees as additional insureds. Throughout the term of this License, Licensee shall maintain worker's compensation insurance in the amount required under applicable state law, covering Licensee's employees, if any, at work at the Property or engaged in services or operations in connection with the Permitted Activity.

Prior to the Effective Date, Licensee shall furnish City with certificates of insurance in form acceptable to City evidencing the required insurance coverage and duly executed endorsements evidencing such additional insured status. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal, except in the event of non-payment of premium a ten (10) day notice will be provided. Coverage provided by Licensee shall be primary insurance and shall not be contributing with any insurance, or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City. Licensee shall provide City with certified copies of the required insurance policies upon City's request.

8. Notices. Except as otherwise specified in this Agreement, all notices to be sent pursuant hereto shall be made in writing, and sent to the Parties at the addresses specified below, or such other address as a Party may designate by written notice delivered to the other Party in accordance with this section. All such notices shall be sent by:

(a) personal delivery, in which case notice shall be deemed delivered upon receipt;

(b) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered two (2) business days after deposit, postage prepaid in the United States mail;

(c) nationally recognized overnight courier, in which case notice shall be deemed

delivered one (1) day after deposit with such courier; or

(d) facsimile transmission, in which case notice shall be deemed delivered on transmittal, provided that a transmission report is generated reflecting the accurate transmission thereof.

City: City of South San Francisco
400 Grand Ave.
South San Francisco, CA 94080
Attn: Barry Nagel, City Manager
Telephone: (650) 877-8500

Licensee: Name and Address of Company

9. Entire Agreement; Amendments. This Agreement together with Exhibits A through D attached hereto and incorporated herein by reference, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understandings, representations or statement with respect thereto. This Agreement may be amended only by a written instrument executed by the Parties hereto.

10. Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged thereby.

11. Waiver. A waiver by either Party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any subsequent breach of the same or any other covenant or provision hereof. No waiver shall be valid unless in writing and executed by the waiving Party.

12. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning, and not strictly for or against any party, in order to achieve the objectives and purposes of the Parties.

13. Attorneys' Fees. In any action at law or in equity, arbitration or other proceeding arising in connection with this Agreement, the prevailing party shall recover reasonable attorney's fees and other costs, including but not limited to court costs and expert and consultants' fees incurred in connection with such action, in addition to any other relief awarded.

14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

15. Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of San Mateo County, California or in the Federal District Court for the Northern District of California.

16. No Assignment; No Third Party Beneficiaries. The rights granted hereby are personal to the Licensee and may not be transferred or assigned by operation of law or otherwise without the written consent of City. Nothing in this Agreement is intended to or shall confer upon any person other than the Parties any rights or remedies hereunder.

17. Time is of the Essence. Time is of the essence for each condition, term, obligation and provision set forth in this Agreement.

18. Possessory Interest. Licensee acknowledges that this License may create a possessory interest subject to property taxation, and that Licensee may be subject to the payment of property taxes on such interest.

SIGNATURES ON FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date first written above.

LICENSEE:

Name of Company _____

By: _____

Print Name: _____

Title: _____

CITY:

CITY OF SOUTH SAN FRANCISCO, a municipal corporation

By: _____
Barry M. Nagel, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

PROPERTY

(Attach legal description.)

TAKE PARCEL 1

ALL THAT CERTAIN REAL PROPERTY IN THE CITY OF SOUTH SAN FRANCISCO, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL I:

COMMENCING AT A GRANITE MONUMENT MARKED "NO. 31" IN THE CENTER OF THE COUNTY ROAD LEADING FROM SAN FRANCISCO TO SAN JOSE, OPPOSITE THE PRESENT RAILWAY STATION OF THE SOUTHERN PACIFIC RAILROAD COMPANY AT BADEN, AND RUNNING THENCE ALONG THE CENTERLINE OF SAID COUNTY ROAD SOUTH 10° 03' EAST 2.715 CHAINS TO A GRANITE MONUMENT MARKED "NO. 30"; THENCE LEAVING SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 70° 27' WEST 1.37 CHAINS TO A 6" X 6" REDWOOD WITNESS POST MARKED "L 12" IN THE EASTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY; THENCE ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY NORTH 50° 54' WEST 5.975 CHAINS TO A WITNESS POST MARKED "L 11"; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY 525 FEET, MORE OR LESS, TO A WITNESS POST MARKED "L 10"; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF SAID RIGHT OF WAY 536 FEET, MORE OR LESS, TO A WITNESS POST MARKED "L 9" AT THE INTERSECTION OF SAID EASTERLY LINE OF SAID RIGHT OF WAY WITH THE SOUTHERLY LINE OF THE LANE LEADING FROM SAID COUNTY ROAD TO THE "FLOOD AND MACKAY TRACT;" THENCE ALONG SAID SOUTHERLY LINE OF SAID LANE NORTH 40° 46' EAST 4.26 CHAINS TO A WOODEN MONUMENT MARKED "NO. 35" IN THE CENTER OF SAID COUNTY ROAD; THENCE ALONG SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 39° 18' EAST 3.81 CHAINS TO A WOODEN MONUMENT MARKED "NO. 34"; THENCE ALONG SAID CENTERLINE OF SAID COUNTY ROAD SOUTH 33° 51' EAST 16.93 CHAINS TO SAID GRANITE MONUMENT "NO. 31" AND THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM SO MUCH OF THE LAND THEREOF ACQUIRED BY THE SAN MATEO COUNTY FLOOD CONTROL DISTRICT, A FLOOD CONTROL DISTRICT OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, IN THAT CERTAIN FINAL ORDER OF CONDEMNATION RECORDED ON SEPTEMBER 7, 1977 IN BOOK 7596 AT PAGE 608 (FILE NO. 69920-AL) IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM PARCEL D-3103-1 DESCRIBED IN EXHIBIT A-6 ATTACHED TO THAT CERTAIN FINAL ORDER OF CONDEMNATION FILED IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF SAN MATEO, ENTITLED "SAN MATEO COUNTY TRANSIT DISTRICT, PLAINTIFF, VS. CITY AND COUNTY OF SAN FRANCISCO, DEFENDANT", CASE NO. 405695 AND RECORDED FEBRUARY 11, 2004 UNDER RECORDER'S SERIES NO. 2004-025111 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM MISSION ROAD, 66 FEET WIDE, AS SHOWN ON THE MAP OF THE LUX RANCH WEST OF MISSION ROAD RECORDED IN VOLUME D OF MAPS AT PAGE 58 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR ROAD PURPOSES ACROSS COLMA CREEK IN THE CITY OF SOUTH SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWEST BOUNDARY OF PARCEL 1533-2 AS SAID PARCEL IS DESCRIBED IN FINAL ORDER OF CONDEMNATION, SUPERIOR COURT, OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN MATEO, AND RECORDED SEPTEMBER 7, 1977 IN VOLUME 7596, OFFICIAL RECORDS OF SAN MATEO COUNTY AT PAGE 610, DISTANT NORTH 62° 54' 14" WEST 172.29 FEET FROM THE SOUTHERLY CORNER THEREOF; THENCE ALONG SAID SOUTHWESTERLY BOUNDARY NORTH 62° 54' 14" WEST 30.00 FEET; THENCE NORTH 27° 05' 46" EAST 72.96 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF SAID PARCEL 1553-2; THENCE ALONG SAID NORTHEASTERLY BOUNDARY SOUTH 60° 50' 45" EAST 30.02 FEET; THENCE SOUTH 27° 05' 46" WEST 71.88 FEET TO THE POINT OF BEGINNING.

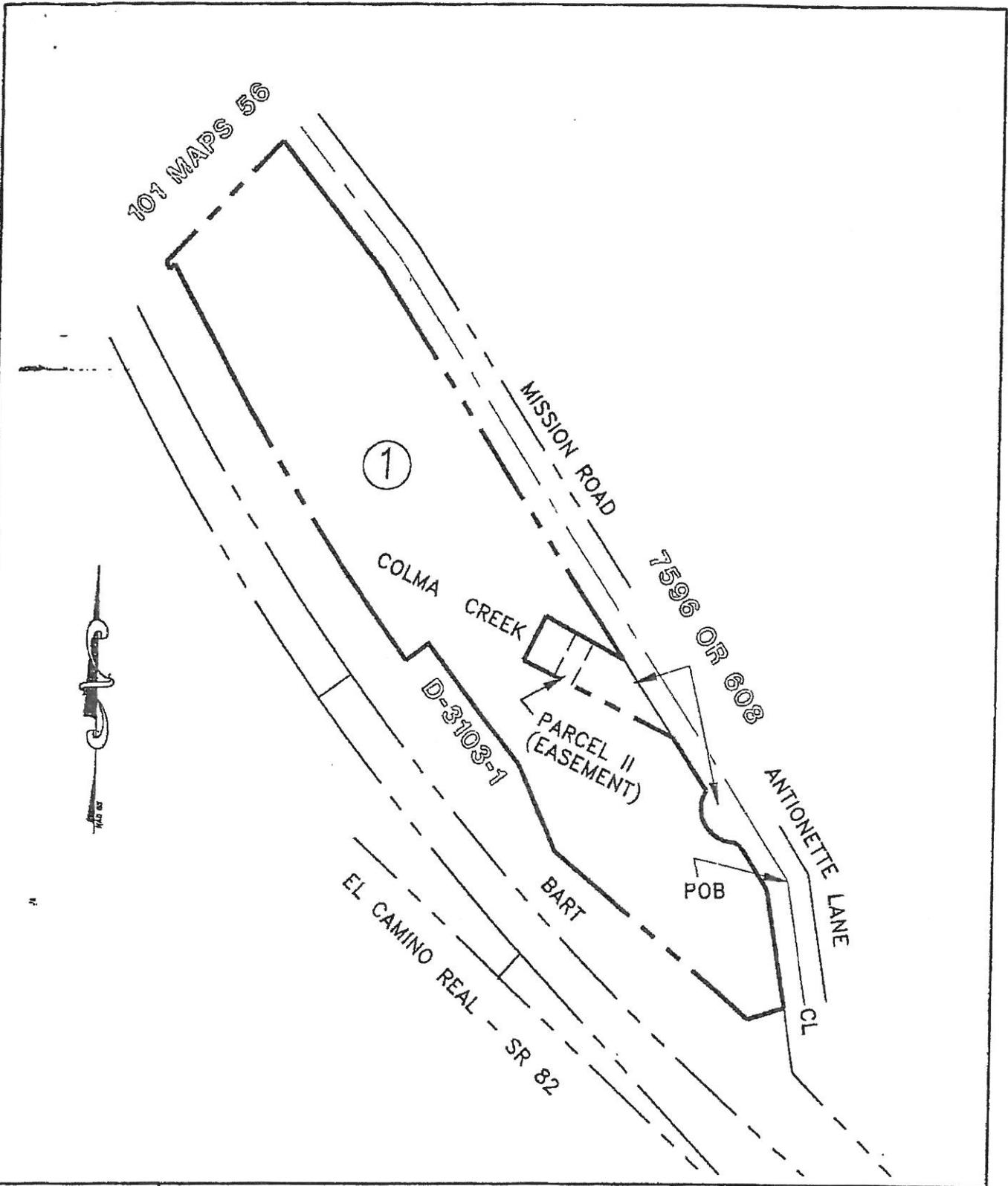
SAID EASEMENT IS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I ABOVE AND WAS CREATED BY THAT CERTAIN DEED RECORDED ON JULY 20, 1989 AS DOCUMENT NO. 89094315 IN THE SAN MATEO COUNTY OFFICIAL RECORDS.

THE AREA OF THIS PARCEL IS 7.6 ACRES MORE OR LESS.

DESCRIPTION PREPARED BY:

W B Masterson
 WILLIAM MASTERSON, LS 4818
 LICENSE EXPIRES 9-30-08
 OCTOBER 6, 2005





Approved:

WILSEY HAM
 393 VINTAGE PARK DRIVE, SUITE 100, FOSTER CITY, CA 94404 (650)349-2151
 CITY OF SOUTH SAN FRANCISCO
 STRIP PARK
 TAKE PARCEL 1
 SOUTH SAN FRANCISCO SAN MATEO COUNTY CALIFORNIA

JOB NO.
 622-71
 SCALE: 1"=200'
 DATE: 10-07-05

Exhibit B

LICENSED PREMISES

(Attach description and diagram of Licensed Premises.)



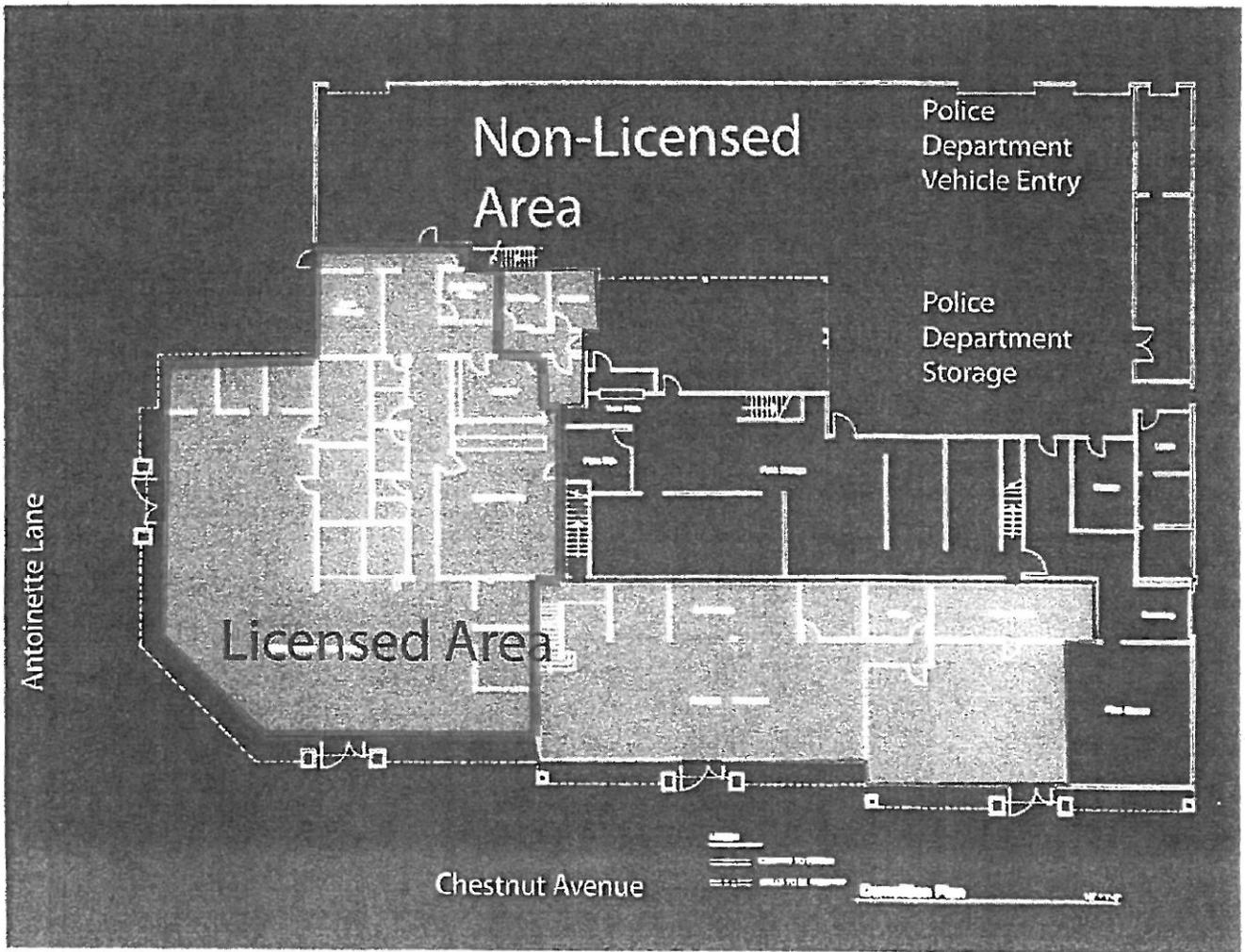


Exhibit C**DEFINITION OF HAZARDOUS MATERIAL, ENVIRONMENTAL LAWS**

As used in this License, the term "**Hazardous Material**" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws (defined below) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous material" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable as fuel, perchlorate, and methy tert butyl ether, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

As used in this License, the term "**Environmental Laws**" means any and all federal, state and local statutes, ordinances, orders, rules, regulations, guidance documents, judgments, governmental authorizations or directives, or any other requirements of governmental authorities, as may presently exist, or as may be amended or supplemented, or hereafter enacted, relating to the presence, release, generation, use, handling, treatment, storage, transportation or disposal of Hazardous Materials, or the protection of the environment or human, plant or animal health, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.), the Toxic Mold Protection Act (Cal. Health & Safety Code § 26100, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), the Hazardous Materials Release Response Plans & Inventory Act (Cal. Health & Safety Code § 25500 et seq.), and the Carpenter-Presley-Tanner Hazardous Substances Account Act (Cal. Health and Safety Code, Section 25300 et seq.).

Exhibit D

CONDITIONS OF APPROVAL

(Attach Conditions of Approval.)

Engineering Conditions for PG&E Storage Yard

1. PG&E and/or their Consultant shall repair any damaged sidewalk, curb and gutter, and driveway approach, at the access location to the site.
2. PG&E and/or their Consultant shall have in place dust control measures to prevent dust from leaving the site. This includes, but is not limited to regular watering of the site.
3. PG&E and/or their Consultant shall comply with all noise ordinances of the City's Municipal Code.
4. PG&E and/or their Consultant shall employ "Best Management Practices" to prevent erosion and dirt from leaving the site.
5. PG&E and/or their Consultant shall have measures in place to ensure that gas, oil, and other hazardous materials are not spilled or leaked onto the site. Any spilled materials shall be removed and cleaned to the satisfaction of the City.
6. All storage and laydown areas shall be fenced and screened from public view to the satisfaction of the City.
7. Any material tracked onto City streets shall be removed by the end of each working day. This includes regular street sweeping of the area and travel routes. Should PG&E and/or their Consultant fail to remove any tracked material after 24 hour verbal notification by the City. The City can have the material removed and all costs will be billed to PG&E.
8. The site shall be secured at all times.
9. Any damages to the roadway surface will be repaired to the satisfaction of the City's Public Works Inspector.
10. Any damage to existing facilities and/or buildings shall be repaired to the satisfaction of the City.