

ORDINANCE NO. 844

AN ORDINANCE OF THE COLUSA COUNTY BOARD OF SUPERVISORS GRANTING AN ELECTRICAL LINE FRANCHISE TO JANUS SOLAR PV, LLC.

Whereas, Janus Solar PV, LLC, (hereinafter referred to as "**GRANTEE**") plans to build a renewable energy project ("**Project**") in Colusa County, which Project will bring to Colusa County certain community benefits, including but not limited to jobs, electric infrastructure support, and other related benefits to residents of Colusa County (hereinafter referred to as "**COUNTY**"); and

Whereas, COUNTY has certified an Environmental Impact Report and adopted associated California Environmental Quality Act findings pertaining to the Project pursuant to Resolution No. 25-007, which findings are incorporated herein by reference.

Based, therefore, on the foregoing, the Board of Supervisors of the COUNTY hereby ordains as follows:

SECTION 1. The COUNTY, hereby grants the right and franchise to GRANTEE, for the period of thirty-five (35) years from and after the effective date of this Ordinance, to construct, erect, renew, repair, maintain, operate, and remove or abandon in place (if acceptable to the COUNTY) a system of electric transmission lines, cables, conduit, connections, fittings and other related appurtenances and facilities necessary or convenient for the operation of said system of electric lines (hereinafter the "**Transmission Lines**"), under, over, above, along and across those COUNTY public highways, streets, COUNTY roads, or public thoroughfares, in the unincorporated territory in the County of Colusa, State of California, which are portions of Spring Valley Road and Walnut Drive as more specifically shown on Exhibit A attached to and incorporated into this Ordinance (hereinafter, the "**Public Right-of-Way**").

SECTION 2. Said Transmission Lines and appurtenances shall be installed in said Public Right-of-Way shown in Exhibit A in such a manner as not to do any damage of a permanent nature thereto nor unreasonably interfere with the public right to travel over, along and across the affected streets and roads and thereafter shall be maintained in a good and safe condition.

SECTION 3. The work of laying and constructing Transmission Lines pursuant to this franchise shall be performed in accordance with the provisions of this Ordinance and any permits required to be obtained from COUNTY and as more fully described in Section 5 below.

SECTION 4. GRANTEE shall comply with California Government Code, Section 4216.1 (or its successor statute) by obtaining and maintaining membership in the Underground Service Alert Network of Northern California for the duration of the franchise. GRANTEE shall submit documentation to the Department of Public Works that it is a member of the Underground Service Alert Network within thirty days of the effective date of this franchise, and every year thereafter on the anniversary thereof.

SECTION 5. GRANTEE shall not commence any excavation work for the purpose of erecting, constructing, laying, replacing, repairing, renewing or removing said Transmission Lines

and appurtenances in or along any said street or road until it shall have first obtained all permits necessary to do so from COUNTY in accordance with applicable statutes or ordinances then in effect. All facilities erected, constructed, laid, operated or maintained under the provisions of this franchise shall be in accordance with and conform to all the applicable statutes, ordinances, codes, rules and regulations now or hereafter adopted by COUNTY or the State of California and in accordance with the terms of any permit herein required to be obtained from COUNTY. The GRANTEE shall submit detailed plans for the construction of said Transmission Lines and appurtenances prior to commencing construction operations. The construction plans shall be subject to approval of COUNTY. Nothing in this Ordinance shall require the COUNTY to allow the installation of a Transmission Lines where, in the reasonable opinion of the COUNTY as set forth in any applicable ordinances, laws, or regulations, such installation would endanger the public or adjoining landowners, or unreasonably interfere with travel upon, or the maintenance of a public right-of-way. All work performed in erecting, constructing, laying, replacing, repairing, renewing or removing Transmission Lines shall be performed during daylight hours Monday through Friday, except for emergency repairs.

SECTION 6. GRANTEE shall remove and relocate within the areas covered by this franchise, at its sole cost and expense, any facilities installed, used or maintained by GRANTEE in the Public Right-of-Way whenever it is necessary by reason of any public work authorized by and upon the written request of COUNTY or other public body having jurisdiction over affected roads, provided that sufficient notice shall be given to GRANTEE to permit such relocation without interruption of service. Said removal and relocation shall be at GRANTEE'S sole cost and expense.

SECTION 7. In the event that the COUNTY or any governmental agency shall construct, install, reconstruct, or repair any road, bridge or artificial support in or underlying any highway in which the franchise property is located or which is prescribed as the location for the installation, maintenance or operation of the franchise property in or on the highway area covered or underlain by said road, bridge or artificial support, then GRANTEE shall pay to the COUNTY, or such governmental agency doing such work, the full amount of such increase of cost upon completion of such construction, installation or repair.

SECTION 8. GRANTEE shall pay a "**Right-of-Way Occupancy Fee**" of Two Dollars and Fifty Cents (\$2.50) per linear foot of Transmission Lines installed within the Public Right-of-Way as depicted on the As-Built Map (described in Section 10), which shall be paid annually beginning on the first anniversary of the date of issuance of the County permit authorizing construction of the Transmission Lines. Commencing with the second annual payment, the Right-of-Way Occupancy Fee will be subject to a three percent (3%) annual increase. Grantee will be responsible for payment of the Right-of-Way Occupancy Fee until such time as the Transmission Lines are removed or abandoned in place with County's authorization.

SECTION 9. GRANTEE shall, at its own cost and expense, upon completion of construction, laying, repairing, renewing or removal of said Transmission Lines and appurtenances, replace said COUNTY Public Right-of-Way, or so much thereof as may be damaged thereby, in as good order and condition as that in which it existed before being disturbed for the purposes of such construction, repairing, renewal or removal.

SECTION 10. Within thirty (30) days following the construction, laying, repairing or removal of Transmission Lines under this franchise, the GRANTEE shall file with the Department of Public Works, an as-built map showing in detail, the length and details of such installation and location of the same, with its beginning and terminus in the Public Right-of-Way, both with

reference to the surface and with reference to the property lines along said right-of-way (hereinafter the "As-Built Map").

SECTION 11. The GRANTEE hereof, its successors and assigns, shall, prior to issuance of a County permit for construction of the Transmission Line within the Public Right-of-Way and at all times thereafter during the term of said franchise, keep on file with the COUNTY, a bond in full force and effect, running to said COUNTY in the penal sum of Fifteen Dollars (\$15.00) times the sum of the linear feet of Transmission Line installed within the Public Right-of-Way as documented on the As-Built Map (provided that the initial bond shall be based on the estimated number of linear feet as reflected in drawings submitted in conjunction with the aforementioned construction permit), with a corporate surety conditioned that said GRANTEE, its successors and assigns, shall well and truly observe, fulfill and perform each and every term and condition of this franchise, the whole amount to the penal sum therein named, shall be taken and deemed to be liquidated damages and shall be recoverable from the principal and sureties upon said bond should GRANTEE fail to comply with the conditions of this franchise. GRANTEE shall comply with any term of the franchise, which is in non-compliance status, with 30 days after written notice of non-compliance by COUNTY.

SECTION 12. The provisions of this Ordinance shall bind GRANTEE and its heirs, successors and assigns in the exercise of the franchise rights granted hereunder. This franchise may not be transferred, encumbered, or assigned in whole or in part without the written consent of the COUNTY, which consent shall not be unreasonably withheld, but may be conditionally granted. In the event of transfer or assignment for any cause, the COUNTY shall have the right to substitute for the security, a new security conditioned upon the assignee or transferee well and true observing, fulfilling and performing the terms and conditions of the franchise, and upon the filing of said security with and the approval thereof by COUNTY, to exonerate and excuse further liability upon the original security.

SECTION 13. GRANTEE understands that the COUNTY by granting this franchise does not warrant or make any representation of the existence of rights-of-way over or along existing COUNTY roads. GRANTEE at its own cost and expense, shall be responsible for researching and verifying rights-of-way for COUNTY roads where said Transmission Lines are to be constructed, reconstructed, repaired or renewed.

SECTION 14. At the termination of this franchise, GRANTEE shall, in accordance with applicable law, and unless County authorizes abandonment in place, remove the Transmission Lines at its sole expense, and if GRANTEE shall fail to do so, COUNTY shall have the right to make such removal and abandonment at GRANTEE'S expense, the amount of such expense GRANTEE shall pay to COUNTY on demand, and if COUNTY so elects, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of GRANTEE, or anyone claiming under it, remaining on or under public roads in the County of Colusa not then included within the limits of an incorporated city.

SECTION 15. GRANTEE shall defend, indemnify, save, keep and hold harmless the COUNTY, its officers, officials, employees, agents and volunteers from all damages, costs or expenses (including, but not limited to attorney fees) in law or equity that may at any time arise or be asserted, because of any damages (whether to property or person, or otherwise) which are based, in whole or in part, upon any willful or negligent act or omission of GRANTEE, its officers, agents or employees and from any action, claim or other proceeding arising from the rights granted by this franchise, GRANTEE's exercise of those rights or challenging COUNTY's approval of this

Ordinance or GRANTEE's authority to exercise the rights granted by this franchise.

SECTION 16. During the term of this franchise, GRANTEE shall maintain insurance at its own cost and expense from insurance Companies rated no less than A:VII, with the exception of insurance placed with the State Compensation Insurance Fund which is not rated, and licensed to do business in California as follows:

- (1) Comprehensive general liability insurance or commercial general liability insurance covering all operations by or on behalf of GRANTEE. The insurance shall apply to all bodily injury, property damage, and personal injury, however caused, that arises from GRANTEE'S performance or failure to perform under this franchise and shall have the following minimum policy limits: \$5,000,000 for each occurrence (combined single limit for bodily injury, personal injury or property damage); \$5,000,000 aggregate for products-completed operations; and \$10,000,000 general aggregate, which shall apply separately to the GRANTEE'S work under this Franchise. In addition, the insurance shall:
 - (a) Include broad-form contractual liability insurance coverage insuring GRANTEE'S indemnity obligations under Section 15 of this Franchise;
 - (b) Be issued on an "occurrence" basis or other basis determined by County Counsel to be substantially similar to an occurrence basis; and
 - (c) Name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.
- (2) Comprehensive vehicle liability insurance covering bodily injury, property damage, and contractual liability for owned, hired, and non-owned vehicles, with minimum policy limits of \$2,000,000 combined single limit each accident for bodily injury and property damage. **The insurance shall name COUNTY and its officers, employees, and agents as additional named insureds and provide that such coverage shall be primary insurance for such additional named insureds, each and all of them.** If Umbrella or Excess Liability coverage is purchased by GRANTEE, "Liability Limits/Additional Insureds," shall also apply to automobile liability.
- (3) Any deductibles or self-insured retentions must be declared to and approved by the County before work is begun. At the County's option, GRANTEE shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (4) GRANTEE hereby waives any claim of subrogation against COUNTY and its officers, employees, and agents which its insurer may acquire from GRANTEE by virtue of the payment of any loss. GRANTEE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation in favor of the COUNTY. Any Workers Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the GRANTEE, its employees, agents and subcontractors.
 - (a) Each policy shall obligate the insurer to give COUNTY thirty days advance written notice of cancellation or material modification.

- (b) No later than the date this franchise commences, GRANTEE shall furnish COUNTY with certificates of insurance verifying that the insurance required by this section is in place, each signed by a person authorized to bind the insurer for the coverage. Certificates of insurance shall thereafter be provided the COUNTY annually during the term of this Franchise. This section shall not limit GRANTEE'S obligation under Section 15.
- (c) The issuance of this Franchise in advance of receiving proof of required insurance, shall not waive the COUNTY'S right to strictly enforce the insurance requirements of this Franchise.

Any exception to the above insurance requirements is subject to the concurrence of the County Risk Manager.

SECTION 17. The COUNTY hereby declares that as a result of this Ordinance, a possessory interest subject to property taxation may be created and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.

SECTION 18. This Ordinance shall take effect and be in force thirty (30) days following its adoption and, prior to the expiration of fifteen (15) days after its adoption, it shall be published once in a newspaper of general circulation in the County of Colusa in accordance with Government Code section 25124.

SECTION 19. If any section, subsection, sentence, clause or phrase of this Ordinance is held by a court of competent jurisdiction to be invalid, such decision shall not affect the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 20. Any and all notices regarding this Transmission Lines franchise shall be provided as follows:

If to County:

Colusa County Public Works
1215 Market Street
Colusa, CA 95955
530-458-0466

If to Grantee:

RWE Clean Energy
1401 East 6th Street, Suite 400
Austin, Texas 78702

PASSED AND ADOPTED by the Board of Supervisors of the County of Colusa, State of California, this 25th day of March 2025, by the following vote:

SIGNATURE ON NEXT PAGE

AYES: Supervisors Janice A. Bell, J. Merced Corona, and Randy Wilson.

NOES: Supervisor Daurice K. Smith.

ABSENT: Supervisor Kent S. Boes


Daurice K. Smith, Chair
Board of Supervisors

ATTEST: Wendy G. Tyler,
Clerk to the Board of Supervisors

By: 
Patricia Rodriguez, Deputy Clerk

APPROVED AS TO FORM:

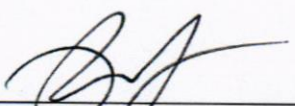
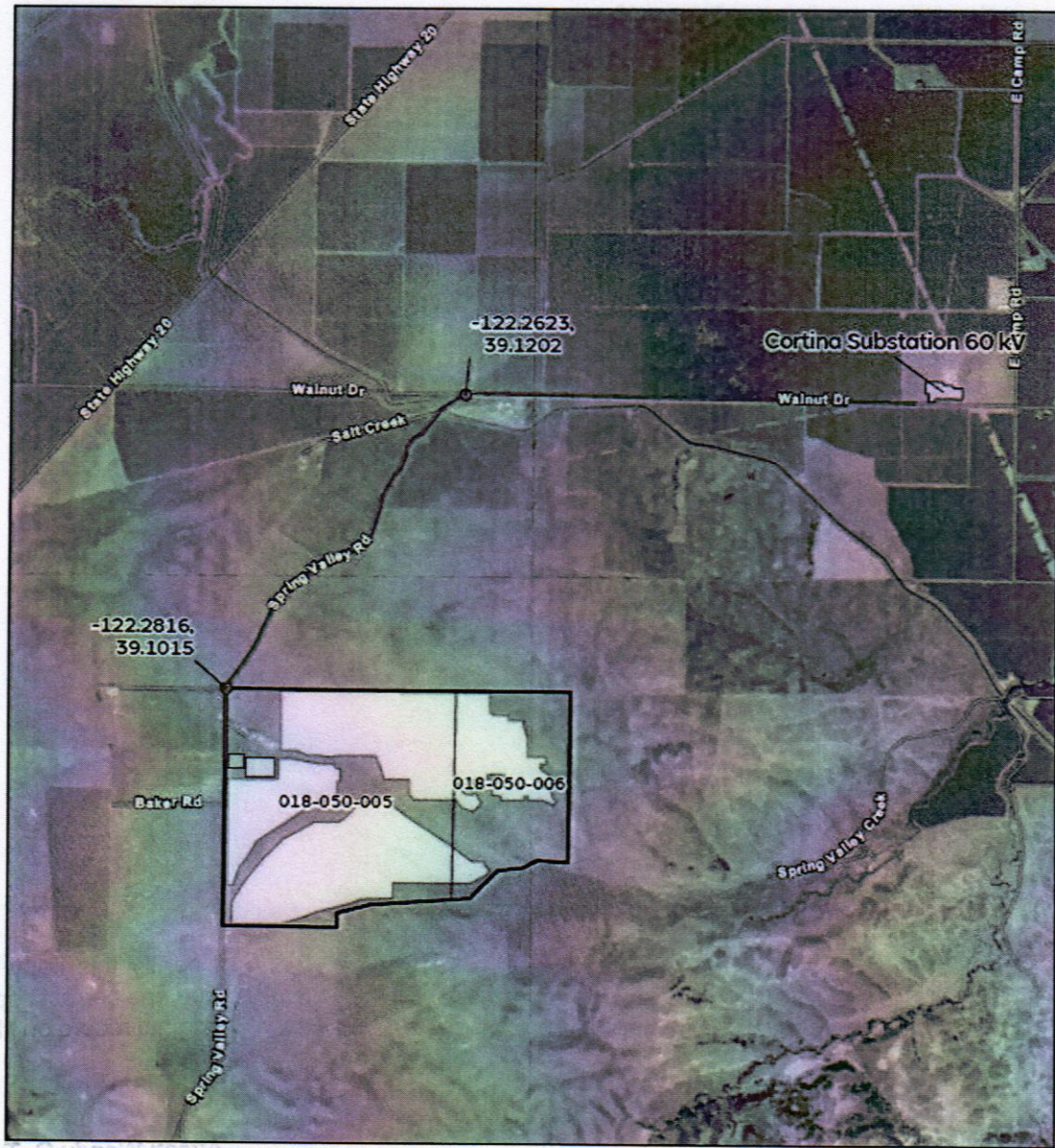

Richard Stout, County Counsel

Exhibit A **Diagram Depicting Location of Franchise**



Janus Solar + Storage 80 MW + 320 MWh(4-hr) BESS Site Plan Colusa Co., California	● Ingress/Egress Point — Proposed Gen-Tie □ Parcel ▭ Project Boundary ▭ Project Footprint ▭ Proposed Project Substation ▭ Proposed BESS Yard ▭ POI - Cortina Substation 60 kV	RWE June 12, 2024
Map produced by RWE Clean Energy, LLC. Site locations are approximate. Map is not to be reproduced or redistributed without expressly written permission from RWE, LLC.		

I certify this copy to be a true and correct copy of the original record on file in this office.

Attest: Wendy G. Tyler
Clerk of the Board of
Supervisors, in and for the
County of Colusa, State of
California.

