



MEETING DATE: April 2, 2025

FROM: Jack Rosevear

RE: Consider Request to Install Wireless Internet Pole at Fire Station 7-
Plumas Sierra Telecommunications

REASON FOR RECOMMENDED BOARD ACTION:

Plumas Sierra Communications has requested permission to install a wireless internet communications pole and associated equipment on District property at Station 7. This represents an upgrade from existing equipment located at Station 7, which was agreed upon and installed years ago through the Sierra Valley Fire Protection District.

BACKGROUND:

Patrick Presnell is an Engineer with Plumas Sierra Telecommunications (PST) requesting the Board's consideration and approval for the installation of a communications pole at Station 7. Attached is a boiler plate for right of way access at the fire department. The agreement is for the right to access and maintain the pole that will be placed at the fire department. The cost for placing and maintaining the pole will be entirely on PST. There is a stake onsite with orange paint that Tony Avalos set for where the pole would be placed. The coordinates are 39.79697, -120.13550. It would be a 55 foot pole.

This new pole will allow PST to upgrade the existing wireless service to true broadband speeds to the community and reach customers that PST were not previously able to reach. All existing customers will receive upgraded equipment free of charge to ensure they are getting the best possible service. In addition, the fire station will receive fiber internet service free of charge. PST will also provide a free managed router. This router can be managed and configured by PST to ensure reliable coverage to the station and comes with 24/hr tech support. Since the station occasionally acts as a hub for the community, PST can configure the router to offer private Wi-Fi to the station and firefighter personnel as well as a public Wi-Fi service that can be used by the community when needed.

There is an existing agreement in place for the current equipment between the Sierra Valley FPD and Plumas Sierra Telecommunications. The agreement provides no income but the Station receives free internet service. An updated agreement would need to be formed between PST and BPFDP for future upgrades, including this new proposal.

Sample agreement attached.

FISCAL IMPACT:

No negative fiscal impact determined. There is no cost to the District for this proposal. Positive fiscal impact by the provision of cost free wireless internet and equipment for Station 7. Enhanced internet service levels provided to the surrounding Chilcoot and Vinton communities. District legal counsel to provide guidance relative to future agreements, protections and possible compensation to the District.

IMPACTS TO THE CUSTOMER:

Positive impact for the customer with improve internet communication service both for the Fire Station and surrounding community.

RECOMMENDATION:

Review existing agreement, proposed upgrades and benefit/liabilities with District Counsel and Plumas Sierra Telecommunications. Return item to the June meeting for further consideration.

ATTACHMENTS:

A. RIGHT OF WAY EASEMENT- PLUMAS RURAL ELECTRIC

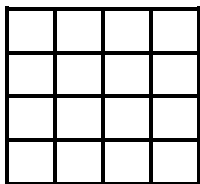
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When recorded mail to:

Plumas-Sierra Telecommunications
73233 State Route 70
Portola, California 96122-7064

This space reserved for recording information.

Telecommunications Right-of-Way Easement



KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, _____, referred to as "Grantor", for good and valuable consideration, the receipt of which is hereby acknowledged grants unto PLUMAS-SIERRA TELECOMMUNICATIONS, referred to as "Grantee", and to its successors or assigns, a right-of-way easement over, upon, under and across and the right to enter upon the land or location of the undersigned, situated in the County of _____, State of California, described as follows:

SEE ATTACHED EXHIBITS "A" & "B"

and the right to locate, construct, operate, repair, remove, maintain, add to, alter, inspect, relocate, and replace thereon, both above ground and underground, telecommunications distribution facilities together with all appurtenances necessary or convenient thereto, including but not limited to poles, wires, guy wires and anchors. If the exact location of this easement and right-of-way is not described herein, the Grantee shall have the right to determine the location and relocation of its facilities that is convenient for Grantee. If the width of this easement and right-of-way is not specified, then its width shall be twenty (20') feet wide. Except that in the event it becomes necessary or convenient for Grantee to extend anchors, guy wires or other appurtenances beyond the twenty (20') foot width

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heretofore mentioned to secure, install, or maintain said facilities, the Grantor grants to Grantee an easement for said anchors, guy wires or other appurtenances. Grantee may permit the attachment of communication wires and fixtures of other companies and may permit said companies right of access to service and maintain said wires or fixtures.

Grantee shall have the right to trim or clear away all trees, brush, and plant growth on said easement and right-of-way and to trim or remove any trees or plants or other objects on either side of said easement and right-of-way which create or may create a hazard by falling or striking the facilities located on said easement.

Grantor grants to Grantee, for the consideration set forth herein, the right to ingress to and egress from said easement and right-of-way described herein, over and across private roads owned by Grantor and which provide a reasonable and convenient access to the easement described herein, and if no such roads exist, then on such route as the Grantee may determine to be reasonable under the circumstances.

Grantor covenants that he is the owner of the above-described land, and that said land is free and clear of encumbrances and liens, except the following liens and encumbrances held by the following persons:

It is further understood that, whenever necessary, words in the singular shall be construed to read in the plural, and words used in the masculine gender shall be construed to read in the feminine or neuter gender.

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**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the person who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

IN WITNESS WHEREOF, the undersigned set his hand this ____ day of _____, 2025

(Signature above for _____)

(Signature above for _____)

State of California

County of _____

On _____ before me,

_____,
Personally _____, (Here insert name and title of the officer)
appeared

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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(Notary Seal)

Signature of Notary Public