

CRESCENTA VALLEY WATER DISTRICT

**2700 Foothill Boulevard
La Crescenta, California**

**Agenda for the
Adjourned Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on Tuesday, January 28, 2020 at 7:00 p.m.**

Posted: January 24, 2020 at 3:00 p.m.

Any written materials distributed to the Board in connection with this agenda will be made available at the same time for public inspection at the District office located at the above address.

Call to Order and Determination of Quorum

Pledge of Allegiance

Adoption of Agenda

At this time, the public shall have an opportunity to comment on any non-agenda item relevant to the subject matter jurisdiction of the Board. This opportunity is non-transferable, and speakers are limited to one three-minute (3) comment.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of Minutes of the Regular Meeting on January 14, 2020.
2. Ratification of Disbursements for December 2019.

Action Calendar

The public shall have an opportunity to comment on any action item, as each item is considered by the Board prior to action being taken. This opportunity is non-transferable, and speakers are limited to one two-minute (2) comment.

1. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Ki Ning Ho at 4816 Cheryl Ave.
2. **Board Committee Assignments** – Discussion of the Board committee assignments for calendar year 2020.
3. **Acceptance of Water Facilities at 2218 Montrose Ave & 2225 Mira Vista Ave** – Consideration and motion to adopt Resolution No. 754 & No. 755 to authorize the General Manager to accept the water facilities located at 2218 Montrose Ave and 2225 Mira Vista Ave.
4. **Adoption of Rules and Regulations as Amended for Appendix C and as added to by Appendix T** – Consideration and motion to adopt Resolution No. 756 amending Appendix C of the District's Rules & Regulations and adding Appendix T for compliance with SB 998.
5. **Roadmap Discussion** – Discussion regarding the schedule for the District's 15-year Roadmap as first discussed during the January 24, 2020 Board Workshop.

Information Items

Written Communications to District/Board

General Manager's Report

Attorney's Report

Reports of Committees

- Engineering Committee
- Finance Committee
- Employee Relations Committee
- Policy Committee
- Community Relations/Water Conservation Committee
- Emergency Planning Committee

Director's Oral Reports

Report on issues, meetings, or activities attended by Directors.

Closed Session

Conference with Labor Negotiator – District-designated representative: Nem Ochoa

- Unrepresented employees: Management Unit

Board Members' Request for Future Agenda Items

Adjournment

CRESCENTA VALLEY WATER DISTRICT REGULAR MEETING, BOARD OF DIRECTORS

January 14, 2020

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District, made at the Regular Meeting on December 10, 2019 a Regular Meeting was held on January 14, 2020, at 7:00 p.m. at the District office at 2700 Foothill Blvd., La Crescenta, California, with President James Bodnar presiding.

At roll call, the following Directors and staff members were present:

Directors:	James D. Bodnar Kerry D. Erickson Kenneth R. Putnam Sharon S. Raghavachary Judy L. Tejeda
Attorney:	Thomas Bunn
General Manager:	Nem Ochoa
Director of Finance & Administration:	James Lee
Director of Engineering:	David Gould
Others Present:	Mark Hass, Information Technology Manager Dennis Maxwell, Director of Operations Brook Yared, Senior Engineer Arturo Montes, Accountant Pam Leddy, Administrative Assistant Wendy Holloway, Customer Service Manager Christy Scott, Regulatory & Public Affairs Manager

PLEDGE OF ALLEGIANCE

Director Bodnar opened the meeting by leading the Directors and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Putnam, seconded by Director Erickson and carried by a 5-0 vote that the Agenda for the Regular Meeting of January 10, 2020 be adopted as presented.

PUBLIC COMMENTS – None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – None

CONSENT CALENDAR

It was moved by Director Putnam, seconded by Director Raghavachary, and carried by a 5-0 vote to approve the Minutes of the Regular Board Meeting held on December 10, 2019.

Payment of demands against the Crescenta Valley Water District on or before November 30, 2019 the same having been approved by the General Manager, and heretofore paid, be ratified and approved subject to audit, in the aggregate sum of One Million, Five Hundred Fifteen Thousand, Eight Hundred Fifty-Three Dollars and Nineteen Cents (1,515,853.19), which is composed of the individual items set forth herein.

ACTION CALENDAR

Board Officer Designations – Director Bodnar placed the name of Kerry Erickson for nomination for the office of President of the Board of Directors for 2020. Hearing no other nominations, Director Bodnar declared the nomination closed.

It was moved by Director Bodnar, seconded by Director Tejeda, and carried by a 5-0 vote to elect Director Erickson President of the Board of Directors for 2020.

Director Erickson placed the name of James Bodnar for nomination for the office of Vice President of the Board of Directors for 2020. Hearing no other nominations, Director Bodnar declared the nomination closed.

It was moved by Director Erickson, seconded by Director Raghavachary, and carried by a 5-0 vote to elect Director Bodnar Vice President of the Board of Directors for 2020.

Ballot for LAFCO Special District Representative – At the December 10, 2019 Board meeting, the Board supported Director Sharon Raghavachary's nomination as a candidate for the Local Area Formation Commission (LAFCO) Special District Representative. Subsequently, the Board received communication from Lagerlof, Senecal, Gosney & Kruse LLP regarding the candidates for the representative position.

Following discussion:

It was moved by Director Bodnar, seconded by Director Tejeda, and carried by a 5-0 vote to cast the ballot for Director Raghavachary as the Local Area Formation Commission (LAFCO) Special District Representative.

Investment Policy for 2020 – Mr. Lee reported that annually the District is required to adopt an investment policy. Staff has consulted with legal counsel regarding any changes made by the legislature in the last year. Legal counsel has advised that the State made no substantive changes to the policy from the last year. Staff continues to adhere to a conservative investment approach.

Following discussion:

It was moved by Director Bodnar, seconded by Director Tejeda and carried by a 5-0 roll call vote to adopt Resolution No. 753 outlining the District Investment Policy, as amended:

AYES: **Director Erickson**
 Director Bodnar
 Director Putnam

Director Tejeda
Director Raghavachary
NOES: None

Acceptance of Water Facilities at 2218 Montrose Ave. – Mr. Gould requested that this item to be removed from the agenda pending further information. Consideration and motion to adopt Resolution No. 754 to authorize the General Manager to accept the water facilities at 2218 Montrose Ave will be brought to discussion at a later date.

First Quarter Budget Variance Report – Mr. Lee reported on the budget variance report for the first quarter of the District’s operations that had been presented to the Finance Committee, detailing the new departmental-level budget designed to increase transparency and accountability to the Board and customers and communication across departments. The Board requested early engagement of the public for the water and wastewater rate studies.

INFORMATION ITEMS – None

WRITTEN COMMUNICATIONS TO DISTRICT – A letter from Marilyn Tyler, dated December 9, 2019 regarding trust-building exercises between CVWD and the community including financial management practices.

REPORTS OF PERSONNEL – None

GENERAL MANAGER – Mr. Ochoa presented the new CVWD bill layout provided to our customers beginning January 2020 that will increase public outreach and reduce costs. They will be considered further in committee. He also reported that updates to the District website are in the planning stages and requested any suggestions by the Board of Directors. Mr. Gould reported on water production, rainfall amounts for the current season and progress on current capital improvement projects.

ATTORNEY – Mr. Bunn announced the merger of Lagerlof, Senecal, Gosney & Kruse, LLP with 2 other Pasadena law firms effective January 1, 2020. The firm will be known as “Lagerlof, LLP”. Mr. Bunn gave a brief explanation in regards to a lawsuit involving the Metropolitan Water District’s Turf Rebate program and the names of recipients being published.

REPORTS OF COMMITTEES

Engineering Committee – Director Erickson reported that the Committee had not met; however, a meeting will be scheduled as needed.

Finance Committee – Mr. Lee reported that the Committee had met on December 17, 2019. Mr. Ochoa requested a Board Workshop to be scheduled on Friday, January 24, 2020 from 11:00 a.m. to 1:00 p.m. at the La Crescenta Library Community Room.

Employee Relations Committee – Director Erickson reported that the Committee had not met; however, a meeting will be scheduled as needed.

Policy Committee – Director Putnam reported that the Committee had not met; however, a meeting will be scheduled as needed.

Community Relations/Water Conservation Committee – Director Tejeda reported that the Committee had not met; however, a meeting will be scheduled as needed.

Emergency Planning Committee – Director Tejeda reported that the Committee had not met; however, a meeting will be scheduled as needed.

Executive Committee – Director Erickson reported that the Committee had not met; however, a meeting will be scheduled as needed.

Director Bodnar – Director Bodnar presented the main points of the Governor’s Water Resiliency Portfolio. Comments to the report are due on February 7, 2020. He also shared his empathy for those residents who experience water leaks.

Director Raghavachary – No report

Director Tejeda – Director Tejeda reported changes by ACWA to their committee meetings. She is on the Energy Committee and Water Quality Committee and will be attending an Energy Committee meeting in San Diego on February 7, 2020.

Director Putnam – No Report

Director Erickson – Director Erickson reported he will be attending a barbecue at the La Crescenta Sheriff’s Station on Thursday, January 18, 2020 to raise money for the family of the jailer with 21 years of service who passed away unexpectedly.

CLOSED SESSION – No reportable items.

ADJOURNMENT

There being no other business to come before the Board, at 8:45 p.m., it was moved by Director Bodnar, seconded by Director Tejeda and carried by a 5-0 vote that the meeting be adjourned to January 28, 2020 at 7:00 p.m.

APPROVED

Kerry D. Erickson
President

James Lee
Director of Finance & Administration

CASH DISBURSEMENTS LIST

DECEMBER 2019



<u>Check#</u>	<u>Check Date</u>	<u>Payable To</u>	<u>Description</u>	<u>Water Amount</u>	<u>Wastewater Amount</u>
0	12/20/2019	Calpers	Contributions - December 2019	24,398.77	16,265.85
0	12/20/2019	Southern California Edison	Purchased power - December 2019	21,759.23	279.92
40321	12/05/2019	Airgas USA, LLC	Monthly cylinder rental - December 2019	245.16	100.11
40322	12/05/2019	Community Directory Co	Crescenta-Canada directory	174.20	85.80
40323	12/05/2019	James Lee	Reimbursement for CalPELRA training conference	638.66	149.80
40324	12/05/2019	Jaysen Ortega	Reimbursement - safety boots	174.91	71.44
40325	12/05/2019	Dave Spain	Reimbursement - work jeans	74.86	22.36
40326	12/05/2019	Spectrum Business	Glenwood - data communication - December 2019	155.37	54.58
40327	12/06/2019	Wayne Boyce	Wellness program reimbursement	224.14	74.71
40328	12/06/2019	Joseph A. Huerta	Wellness program reimbursement	225.00	75.00
40329	12/06/2019	Alex Sandoval	Wellness program reimbursement	225.00	75.00
40330	12/06/2019	Christy Joana Scott	Health reimbursement	131.12	87.42
40331	12/10/2019	Affordable Generator Services, Inc.	Main office - final invoice for emergency generator rental	614.96	204.98
40332	12/10/2019	Airgas National Carbonation	Well #2 - carbon dioxide rental tank - November 2019	55.00	
40333	12/10/2019	Airgas USA, LLC	Monthly cylinder rental - December 2019	250.27	231.03
40334	12/10/2019	All American Landscape Co.	Office - landscape maintenance December 2019	255.50	94.50
40335	12/10/2019	Anawalt Lumber & Materials Co.	Glenwood - epoxy adhesive for roof	41.26	13.75
40336	12/10/2019	Apex Manufacturing Solutions	Control software license for SCADA	935.67	
40337	12/10/2019	ARC	Monthly MPS billing - December 2019	628.32	209.43
40338	12/10/2019	AT&T	Voice communication - November 2019	244.43	192.04
40339	12/10/2019	Regino Avalos	Landscape maintenance - December 2019	859.03	195.97
40340	12/10/2019	BC Laboratories, Inc.	Water analysis (E-995 portion: \$2805.00)	2,990.00	
40341	12/10/2019	BC Laboratories, Inc.	Water analysis - December 2019	2,959.30	
40342	12/10/2019	Belzona California Inc.	Epoxy protectant for pipes	1,567.41	53.19
40343	12/10/2019	Best Best & Krieger	Watermaster counsel service - November 2019	2,422.04	
40344	12/10/2019	CCS Interactive, Inc.	Monthly web hosting, water waster forms, analytical report - December 2019	170.00	
40345	12/10/2019	Cerdant, Inc.	Network security services - December 2019	209.00	66.00
40346	12/10/2019	Choice Pest Control	Well #9 - monthly pest service	97.81	12.19
40347	12/10/2019	City of Glendale	Well lease & water purchased - August 2019	9,998.78	

40348	12/10/2019	City of Glendale Alarm Program	Annual alarm permit renewal charges	117.15	47.85
40349	12/10/2019	City of Glendale Water & Power	Power purchased - December 2019	31,426.55	32.35
40350	12/10/2019	Civiltec Engineering Inc.	Annual water audit validation 2019	2,010.00	
40351	12/10/2019	Matthew Cohen	Well #8 - reimbursement for damage caused by contractor	300.00	
40352	12/10/2019	Colonial Life & Accidents Ins.	Employee paid insurance - December 2019	228.67	
40353	12/10/2019	CV Strategies	Communication services - July 2019	3,813.85	781.15
40354	12/10/2019	Cypress Ancillary Benefits	Group dental - December 2019	2,200.42	1,466.94
40355	12/10/2019	Dataprose LLC	Printing and postage for billing - November 2019	1,571.47	1,509.84
40356	12/10/2019	Do-it Center	Misc. hardware - November 2019	395.08	219.52
40357	12/10/2019	Eurofins Eaton Analytical Inc.	Water analysis - November 2019	573.00	
40358	12/10/2019	Foothill Car Wash, Lube & Oil	Unit #55 - oil change	65.49	40.14
40359	12/10/2019	Foothill Municipal Water	Water delivery - November 2019	271,182.50	
40360	12/10/2019	Foothill Painting Company	Glenwood - painting	9,075.00	3,025.00
40361	12/10/2019	Full Source, LLC	Raymond Dodge - fire retardant pants	106.67	43.57
40362	12/10/2019	Glendale Adventist Occ Med	A. Sutphin - pre employment physical, K. Boyce - DMV/DOT physical	369.75	123.25
40363	12/10/2019	Grainger	Misc. supplies & equipment - December 2019	901.93	421.15
40364	12/10/2019	Great America Leasing Corp.	Kyocera copier lease - December 2019	898.76	863.51
40365	12/10/2019	Gsolutionz Professional Services	Voice communications - December 2019	247.03	194.08
40366	12/10/2019	Hach Company	Electrolyte-free chlorine for lab sampling	2,719.68	
40367	12/10/2019	Harper & Associates Eng., Inc.	E-1006 - Markridge reservoir rehab service - October 2019	1,260.00	
40368	12/10/2019	Harrington Ind Plastics LLC	Well #2 - Aironite plant - PVC piping	298.80	
40369	12/10/2019	Henkel's & McCoy, Inc.	Refund - flooding meter	224.40	
40370	12/10/2019	Home Depot Credit Services	Misc. hardware - November 2019	317.17	70.80
40371	12/10/2019	InfoSend, Inc.	Postage deposit for utility billing	1,550.40	1,489.60
40372	12/10/2019	ISI Winzer Corporation	Dry moly lubricant	346.44	
40373	12/10/2019	J's Maintenance	Janitorial service - November 2019	804.08	253.92
40374	12/10/2019	J. De Sigio Construction, Inc.	E-1002 - 3200 Brookhill pipeline project	135,770.20	
40375	12/10/2019	Jensen Instrument Company	3 pressure gauges - 1 for well maintenance, 2 for booster maintenance	2,243.72	
40376	12/10/2019	Liebert Cassidy Whitmore	Legal services - November 2019	1,522.97	335.53
40377	12/10/2019	Logan Supply Co. Inc.	Misc. paint supplies - November 2019	284.64	296.23
40378	12/10/2019	McMaster-Carr Supply Co	Well #2 - pressure relief valve	45.77	
40379	12/10/2019	Arturo Montes	Reimbursement - CalPERS training conference	118.16	27.71
40380	12/10/2019	Northern Safety Co., Inc.	Misc. supplies - November 2019	20.67	21.50
40381	12/10/2019	O'Reilly Auto Parts	Misc. parts - November 2019	93.60	57.36
40382	12/10/2019	Office Depot - Credit Plan	Misc. supplies - November 2019	115.06	106.23
40383	12/10/2019	Pacific Surveys, LLC	Wells #1, 5, 7 & 14 - dynamic survey video	2,960.00	2.40
40384	12/10/2019	Paper Cuts, Inc.	Paper shredding - November 2019	2.60	
40385	12/10/2019	Young Park	Refund check	41.31	
40386	12/10/2019	Ramco	Bobtail concrete & crushed misc. base - November 2019	1,145.78	

40387	12/10/2019	Red Wing Shoe Store	Raymond Dodge - safety boots	279.42	114.12
40388	12/10/2019	Reliable Road Service, Inc.	Unit #18 - oil, air & fuel filter, lter, service brakes	643.73	394.54
40389	12/10/2019	RootX Inc.	1 case root clearing foam for sewer cleaning		289.01
40390	12/10/2019	Royal Industrial Solutions-Chatsworth	Glenwood - lighting for breezeway	3,977.25	372.20
40391	12/10/2019	Simpler Systems	Monthly maintenance - December 2019	500.00	
40392	12/10/2019	So Cal Compton Pipe Supply Co., Inc.	Misc. stock supplies - November 2019	16,091.74	
40393	12/10/2019	Spectrum Business	Office - data communications - December 2019	2,111.16	741.76
40394	12/10/2019	Spectrum Business	Mills plant - data communications - December 2019	2,263.55	792.29
40395	12/10/2019	Staples Business Advantage	Misc. supplies - November 2019	31.92	29.45
40396	12/10/2019	Star Ford	Unit #16 - button, Unit #27 - oil dip stick	30.67	18.78
40397	12/10/2019	Sterling Water Technologies, LLC	Well #2 - 2 55-gallon buckets of coagulant	370.20	
40398	12/10/2019	Sully-Miller Contracting Co.	Cold mix for temporary roadway repairs - 8 tons	849.06	
40399	12/10/2019	T.T. Technologies, Inc.	Underground horizontal boring tool	2,995.09	3,117.33
40400	12/10/2019	Talley Inc.	Paschall - replacement antenna mast	226.69	33.87
40401	12/10/2019	Judy Tejada	Reimbursement - ACWA Conference - December 2019	592.35	363.04
40402	12/10/2019	The Gas Company	Mills house - gas purchased - November 2019	61.81	18.76
40403	12/10/2019	Toro's Lawnmower & Garden	Misc. supplies - November 2019	71.96	74.89
40404	12/10/2019	Underground Service Alert/SC	Underground notifications - November 2019	267.42	125.83
40405	12/10/2019	Univar USA Inc.	Well #2 - caustic soda, sodium hypochloride	2,914.11	
40406	12/10/2019	Ver Sales, Inc.	Misc. supplies - November 2019	178.99	186.26
40407	12/10/2019	Vision Service Plan Co-(CA)	Group vision - December 2019	278.46	185.64
40408	12/10/2019	Vulcan Materials Company	Crushed aggregate base - 15 tons	345.91	
40409	12/10/2019	Waste Management - Sun Valley	Office - disposal service - December 2019	1,010.75	319.17
40410	12/10/2019	Western Water Works	E-995 - eye wash stations, gate valve, various brass for Pickens Canyon	4,200.65	
40411	12/10/2019	Western Water Works	E-1002/E-995 - 8" couplings, fittings, and connectors	4,918.74	
40413	12/18/2019	Mark Hass	Health reimbursement	1,330.08	886.72
40414	12/18/2019	Cory Whitman	Wellness program reimbursement	166.30	55.43
40415	12/19/2019	A to Z Home Repair, Inc.	2549 Laughlin - 2 bee removals	250.00	
40416	12/19/2019	Aflac	Employee paid insurance - December 2019	1,620.37	
40417	12/19/2019	Ameripride Uniform Services, Inc.	Uniform rental - November 2019	814.91	243.41
40418	12/19/2019	Apex Manufacturing Solutions	E-939 - support services for SCADA - November 2019	3,375.00	
40419	12/19/2019	Associated Soils Engineering	E-1002 - professional services - November 2019	2,900.00	
40420	12/19/2019	AT&T Mobility	Cell phone service - December 2019	2,076.46	620.24
40421	12/19/2019	BC Laboratories, Inc.	Water analysis (E-995 portion: \$3060.00) - December 2019	3,918.25	
40422	12/19/2019	BC Laboratories, Inc.	Water analysis (E-995 portion: \$1530.00) - December 2019	1,648.75	
40423	12/19/2019	California Water Efficiency Partnership	Annual water connection fees	1,617.69	
40424	12/19/2019	California Water Environment	Rob Wood - annual membership renewal	149.76	42.24
40425	12/19/2019	Cash-Petty Cash	Petty cash reimbursements	366.47	101.79
40426	12/19/2019	CDW Government, Inc.	1-year renewal for ESET Endpoint Quote	1,475.40	

40427	12/19/2019	Calvin Cheng	Refund check	100.00	
40428	12/19/2019	Calvin Cheng	Refund check	7.17	
40429	12/19/2019	Cypress Ancillary Benefits	Group dental - November 2019	2,200.42	1,466.94
40430	12/19/2019	Cypress Ancillary Benefits	Group dental - January 2020	2,341.29	1,547.53
40431	12/19/2019	Debbie Guidera	Refund check	45.35	
40432	12/19/2019	Harrington Ind Plastics LLC	Well #2 - Aronite plant - PVC piping	56.86	
40433	12/19/2019	Jacklyn Jump	Refund check	152.14	
40434	12/19/2019	LA Dept. Water and Power	Power purchased - December 2019	54.31	
40435	12/19/2019	LANAIRGroup-LLC-Los Angeles	Professional services - IT infrastructure management	730.40	149.60
40436	12/19/2019	Lightning Oil Co. & Vacuum Svc	Aerosol can disposal - pick up & delivery of 55 gal. drum	965.00	47.50
40437	12/19/2019	Lincoln Financial Group	Life & disability insurance - January 2020	946.55	631.04
40438	12/19/2019	Mc Fence Co.	E-993 - install fence around generator at main office	1,895.00	
40439	12/19/2019	Mimecast North America, Inc.	Email security - December 2019	708.34	
40440	12/19/2019	Dana Mirrow	Refund check	52.14	
40441	12/19/2019	Pep Boys	Unit #46 & #47 - tires & alignment	1,235.52	757.24
40442	12/19/2019	Quinn Power Systems	Unit #54 - tractor tracks	1,416.40	868.08
40443	12/19/2019	Reliable Road Service, Inc.	Unit #25 - service engine, change oil, change radiator	1,670.16	1,023.64
40444	12/19/2019	Scott Roh	Refund check	77.92	
40445	12/19/2019	Royal Industrial Solutions-Chatsworth	Glenwood - lighting for breezeway	1,042.29	188.66
40446	12/19/2019	Amin Salatin	D-19-52 - refund	603.14	
40447	12/19/2019	Scotty's Industrial Products	Misc. supplies - November 2019	96.57	100.51
40448	12/19/2019	Shell	Gas purchased - November 2019	1,847.10	551.73
40449	12/19/2019	Southwest Hydrotech	Well #9 - replace pressure relief pilot & Y strainer needle valve	2,649.74	
40450	12/19/2019	Staples Business Advantage	Misc. supplies - November 2019	37.29	34.41
40451	12/19/2019	Steven Engineering Inc.	E-939 - radio replacements	1,845.54	
40452	12/19/2019	Swift Comply US OpCo, Inc.	Annual backflow prevention software renewal	304.00	
40453	12/19/2019	Judy Tejada	Reimbursement for ACWA/JPIA conference	44.32	27.16
40454	12/19/2019	Tri-Xecutex Corp	Security alarm monitoring - Jan, Feb, Mar 2020	230.04	93.96
40455	12/19/2019	Univar USA Inc.	Sodium hypochloride - 1,115 gallons	2,608.88	
40456	12/19/2019	Wells Fargo Card Services	Gould - SCWUA Christmas luncheon	134.99	45.00
40457	12/19/2019	Wells Fargo Card Services	Hass - monthly recurring software cell phone supplies, computer hardware	1,599.29	280.53
40458	12/19/2019	Wells Fargo Card Services	Maxwell - sand bags, vehicle maintenance	921.66	280.10
40459	12/19/2019	Wells Fargo Card Services	Lee - chili cook-off, BC waterjobs ads for interns	341.58	87.02
40460	12/19/2019	Wells Fargo Card Services	Ochoa - working meals, ACWA conference	160.38	38.80
40461	12/19/2019	Wells Fargo Card Services	Scott - working meals, AWWA webinar	109.76	28.07
40462	12/19/2019	Western Water Works	D-19-63 - 6" gate valve, weld flanges, ring gaskets	1,371.82	
40463	12/26/2019	Pacific Western Bank	Semi-annual bond payment - December 2019	269,543.13	

Subtotals	\$ 917,161.53	47,418.99
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Total Disbursements for December 2019		964,580.52
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Payroll Report

Directors	900.00
Office Regular Payroll	183,160.00
Office OT	1,647.00
Plant Regular Payroll	123,696.00
Plant OT & Standby	12,376.00
Employer Payroll Taxes	19,176.00
Payroll Service Charges	426.00

Total Payroll for December 2019	341,381.00
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CRESCENTA VALLEY WATER DISTRICT BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 1
January 28, 2020

To: Honorable President and Members of the Board of Directors
From: James Lee – Director of Finance and Administration
Subject: Appeal of a High Water Bill

ACTION ITEM:

1. **Appeal of a High Water Bill** – Consideration and possible action to grant a request for relief from a high water bill by Ki Ning Ho at 4816 Cheryl Avenue.

BACKGROUND:

Ki Ning Ho is the owner of the property located at 4816 Cheryl Avenue and has a tenant, Luis Castillo, occupying the home. The three-year average usage for the October-November billing period is 9 units, which falls within Tier 1. While reading the meter for the November 30, 2019 billing, staff discovered usage of 237,000 gallons. Based on the high read, on December 9, 2019, staff went back out for a re-read and to check for leaks and download information from the meter. Staff found 4.08 gallons per minute (gpm) going through the meter, turned off the meter, and left a door hanger. Mr. Ho, who lives down the street, saw the door hanger and contacted the office. Mr. Ho then made the repairs the same day working late into the night replacing the main line from the meter to the house.

On December 19, 2019, Mr. Ho brought a letter into the office requesting an adjustment on his tenant's account. Staff verified that the leak had been fixed and granted a \$300.00 adjustment per District policy.

On December 26, 2019, Mr. Ho brought another letter requesting the Board's consideration for a further adjustment, explaining that the adjusted balance of \$2,727.71 is still excessive.

In similar situations, the Board has directed staff to recalculate the bill in question, providing relief by charging Tier 2 rates for all consumption billed at the Tier 3 rate. In this case, the Tier 2 rate would be applied to the 211 units billed at the Tier 3. Staff has prepared a "Recalculated Statement" which shows that the billing for the period would be \$2,152.06 instead of the \$3,027.71 that was billed, for a difference of \$875.65. Staff has already applied a \$300.00 adjustment to the account, so if the Board were to choose this solution, an additional credit of \$575.65 would be granted.

RECOMMENDATION:

Staff recommends granting the request to recalculate the excess water usage at Tier 2 rates for this account to be consistent with recent Board actions. Staff is ready to place the remaining balance on an amortization schedule for Ki Ning Ho if they so choose.

Prepared by:



Wendy Holloway
Customer Service Manager

Submitted by:



James Lee
Director of Finance and Administration

Attachments

**CRESCENTA VALLEY WATER DISTRICT
ORGANIZATION OF BOARD OF DIRECTORS
FOR THE YEAR 2020**

PRESIDENT	Kerry Erickson
VICE-PRESIDENT	James Bodnar
EXECUTIVE COMMITTEE	Kerry Erickson (Chair) James Bodnar
ENGINEERING COMMITTEE	James Bodnar (Chair) Ken Putnam
EMPLOYEE RELATIONS COMMITTEE	Ken Putnam (Chair) Kerry Erickson
FINANCE COMMITTEE	Judy Tejeda (Chair) Sharon Raghavachary
POLICY COMMITTEE	Kerry Erickson (Chair) Sharon Raghavachary
COMMUNITY RELATIONS/WATER CONS. COMMITTEE	Judy Tejeda (Chair) James Bodnar
EMERGENCY PLANNING COMMITTEE (Foothill Generators, Shutdowns, Emergency Connections And Emergency Planning)	Sharon Raghavachary (Chair) James Bodnar

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

To: Honorable President and Members of the Board of Directors
From: Brook Yared, P.E. – Senior Engineer
Subject: Acceptance of Water Facilities for Tract No. 1701, Lots 263 & 265, located at 2218 Montrose Ave and 2225 Mira Vista Ave and Adoption of Resolutions Nos. 754 & 755

Action Item No. 3
January 28, 2020

ACTION ITEM:

Resolution 754, Acceptance of Water Facilities at 2218 Montrose Ave, Project D-17-61 – Consideration and motion to adopt Resolution Nos. 754 & 755 to authorize the General Manager to accept the water facilities at 2218 Montrose Avenue and 2225 Mira Vista Ave.

BACKGROUND:

In 2017, Staff was approached by two developers, Mr. Allen Chachi & Mr. Vahe Derhartounian (Owners), for the construction of a new eight (8) unit apartment building at 2218 Montrose Ave and the construction of a new nine (9) unit apartment at 2225 Mira Vista Ave., respectively. Both proposed developments also required new irrigation and fire services be installed as well as abandonments of existing infrastructure.

California State Law and CVWD's Rules and Regulations state that each new residential unit requires a separate water meter. Hence, a new multi-meter manifold, consisting of nine (9) new water meters, was required for the development at 2218 Montrose Ave. and a new multi-meter manifold, consisting of ten (10) new meters, was required for the 2225 Mira Vista Ave., and the costs for design and installation of the new facilities and abandonments be paid for, in full, by each of the Owners.

DISCUSSION:

The Owners entered into a developer's agreement with CVWD for the design, construction and dedication of the multi-meter manifolds to the District. Each developer agreement stipulates that the developer shall transfer ownership of all newly constructed facilities to CVWD after satisfactory completion of construction. CVWD then assumes responsibility for maintaining these facilities into the future. The Contractor also was required to submit a "Bill of Sale" to CVWD establishing a base value for the donated facilities for depreciation purposes.

Staff worked with the Owners on the design of the multi-meter manifold, and the Owners separately hired a private contractor, that was approved by CVWD, to perform the work. CVWD provided all materials such as steel pipe, fittings, service line and meters, as well as inspection services for the project. The construction for both projects was completed in early October, and the water facilities constructed for each the projects were completed to the satisfaction of the District.

RECOMMENDATION:

In accordance with CVWD's Rules and Regulations and the developer's agreement, it is the Owner's responsibility to dedicate the new water facilities to CVWD. The developer has completed the project, and it is staff's recommendation to adopt Resolutions No. 754 to authorize the General Manager to accept the water facilities within the public right-of-way for Lot 263 of Tract 1701 located at 2218 Montrose Ave, and Resolution No. 755 to Authorize the General Manager to accept the water facilities within the public right of way for Lot 265 of Tract 1701 located at 2218 Montrose Ave.

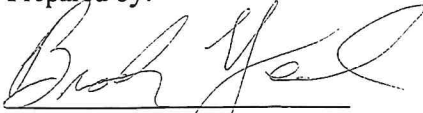
ENVIRONMENTAL REVIEW:

N/A

FUNDING AVAILABILITY:

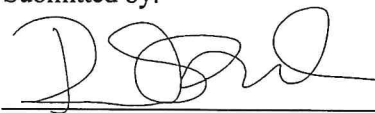
No Cost to the District as all costs were paid by the Owners.

Prepared by:



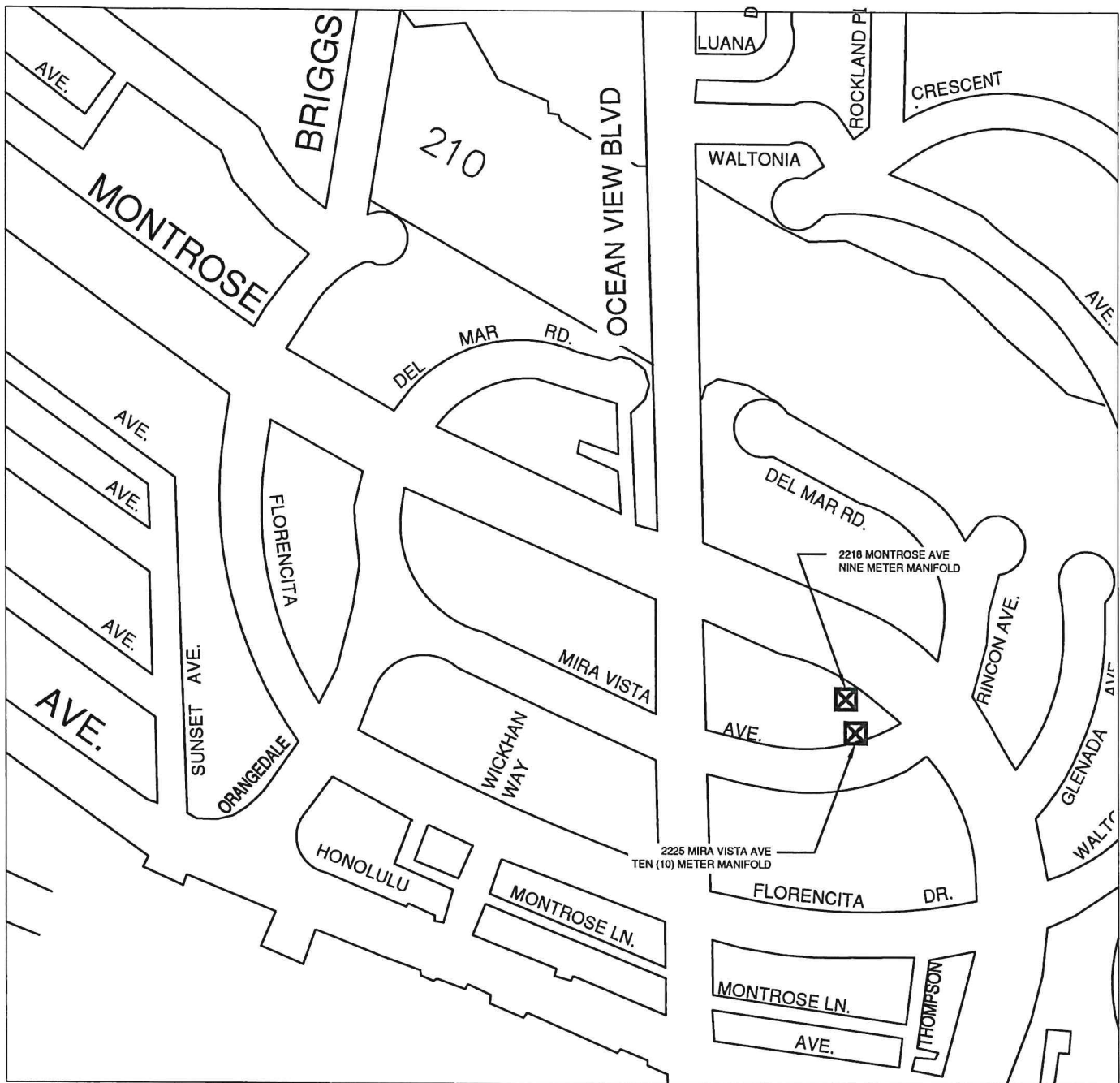
Brook Yared, P.E.
Senior Engineer

Submitted by:



David S. Gould, P.E.
District Engineer

- Attachments:
1. Project Location Map
 2. Resolution 754
 3. Resolution 755
 3. Bill of Sale – 2218 Montrose
 4. Bill of Sale – 2225 Mira Vista



NOT TO SCALE

DEVELOPMENT CONSTRUCTION LOCATION



CRESCENTA VALLEY WATER DISTRICT PROJECT LOCATION MAP

INSTALLATION OF TWO NEW METER MANIFOLDS AT
2218 MONTROSE AVE & 2225 MIRA VISTA AVE

RESOLUTION NO. 754

RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENTA VALLEY WATER DISTRICT ACCEPTING THE DONATION OF FACILITIES

WHEREAS, Crescenta Valley Water District (the “District”) entered into an Agreement with Allen Chachi, (“Developer”), which provided for the construction by the Developer of certain water improvements (“Facilities”) for connection to the District’s system as part of the development for 2218 Montrose Ave., (“Development”) within the District’s service area;

WHEREAS, the District, in order to accommodate the Developer’s construction of nine (9) new water meters for a new multi-family dwelling which required the construction of said water facilities;

WHEREAS, the water facilities have been completed in substantial conformance with the plans, specifications and Crescenta Valley Water District standards.

WHEREAS, the developer is required to donate these water facilities to the District;

WHEREAS, Developer has provided District with a deed, bill of sale, or other instrument of conveyance, conveying the Facilities from Developer to the District, as required by the agreement;

BE IT RESOLVED that, the Board of Directors of Crescenta Valley Water District hereby accepts the donation of the Facilities for operation, maintenance, and repair by the District, subject to all rights of the District.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of Crescenta Valley Water District held on January 28, 2020, Resolution No. 754 was adopted by the following vote:

AYES:

NOES:

ATTEST:

**President, Board of Directors
Crescenta Valley Water District**

**Secretary of the Board of Directors
Crescenta Valley Water District**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, JAMES K. LEE, Secretary of the Crescenta Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 754 of the Board of Directors of Crescenta Valley Water District adopted at a Regular Meeting held on January 28, 2020, and that the same has not been amended or repealed.

Secretary of the Board of Directors of
Crescenta Valley Water District

DATED: January 28, 2020 (S E A L)

CRESCENTA VALLEY WATER DISTRICT

BILL OF SALE

WATER SYSTEM FACILITIES

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to Crescenta Valley Water District, a political sub-division of the State of California, and its successors and assigns, all right, title, and interest in and to the water main and structures constructed for 2218 Montrose Ave. Said water main installation and construction located within Montrose Ave for the property described below, and further warrants that the same is free and clear of any encumbrances.

Said property is described as Lot 263 of Tract 1701 (2218 Montrose Ave.)

Executed this 18th day of January, 2020

Owner

Allen Chachi
Allen Chachi

CERTIFICATE OF ACCEPTANCE

As per Resolution No. 754 as set forth in the Minutes of a Meeting of the Board of Directors of the Crescenta Valley Water District held on January 28, 2020 the above Bill of Sale of Water System Facilities, dated _____, is hereby accepted by order of the Board of Directors of the Crescenta Valley Water District, a political sub-division of the State of California.

Date of Acceptance _____.

CRESCENTA VALLEY WATER DISTRICT
COST OF CONSTRUCTION STATEMENT
WATER SYSTEM FACILITIES

Developer's Name Allen Chachi

Address: 2218 Montrose Ave.

Tract No. 1701 (Lot 263)

Date Prepared 8/12/2019

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1. Excavation and backfill (pipeline and appurtenances)	<u>100</u>	<u>LF</u>	<u> </u>	<u>31505.80</u>
2. Trench Resurfacing	<u> </u>	<u>SF</u>	<u> </u>	<u>5520.00</u>
3. Install 4" CMC x CML steel water main and appurtenances	<u>100</u>	<u>LF</u>	<u> </u>	<u>22378.20</u>
4. Install Meters and Appurtenances	<u>9</u>	<u>EA</u>	<u> </u>	<u>3783.80</u>
5. Pressure and BACT Testing	<u>1</u>	<u>LS</u>	<u> </u>	<u>4233.40</u>

Grand Total Installation Cost* \$ 67,421.20

*Excludes fees paid directly to Crescenta Valley Water District.

Prepared by Mervat Allen

My signature as witnessed here below atests that the above statement is true and correct to the best of my knowledge.

Date:


Authorized Representative
Secretary
Official Title

RESOLUTION NO. 755

RESOLUTION OF THE BOARD OF DIRECTORS OF CRESCENTA VALLEY WATER DISTRICT ACCEPTING THE DONATION OF FACILITIES

WHEREAS, Crescenta Valley Water District (the "District") entered into an Agreement with Vahe Derhartounian, ("Developer"), which provided for the construction by the Developer of certain water improvements ("Facilities") for connection to the District's system as part of the development for 2225 Mira Vista Ave., ("Development") within the District's service area;

WHEREAS, the District, in order to accommodate the Developer's construction of ten (10) new water meters for a new multi-family dwelling which required the construction of said water facilities;

WHEREAS, the water facilities have been completed in substantial conformance with the plans, specifications and Crescenta Valley Water District standards.

WHEREAS, the developer is required to donate these water facilities to the District;

WHEREAS, Developer has provided District with a deed, bill of sale, or other instrument of conveyance, conveying the Facilities from Developer to the District, as required by the agreement;

BE IT RESOLVED that, the Board of Directors of Crescenta Valley Water District hereby accepts the donation of the Facilities for operation, maintenance, and repair by the District, subject to all rights of the District.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Directors of Crescenta Valley Water District held on January 28, 2020, Resolution No. 755 was adopted by the following vote:

AYES:

NOES:

ATTEST:

**President, Board of Directors
Crescenta Valley Water District**

**Secretary of the Board of Directors
Crescenta Valley Water District**

)

)

)

I, JAMES K. LEE, Secretary of the Crescenta Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 755 of the Board of Directors of Crescenta Valley Water District adopted at a Regular Meeting held on January 28, 2020, and that the same has not been amended or repealed.

**Secretary of the Board of Directors of
Crescenta Valley Water District**

DATED: January 28, 2020

(S E A L)

CRESCENTA VALLEY WATER DISTRICT

BILL OF SALE

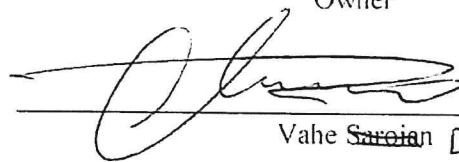
WATER SYSTEM FACILITIES

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned does hereby transfer and convey to Crescenta Valley Water District, a political sub-division of the State of California, and its successors and assigns, all right, title, and interest in and to the water main and structures constructed for 2225 Mira Vista Ave. Said water main installation and construction located within Mira Vista Ave for the property described below, and further warrants that the same is free and clear of any encumbrances.

Said property is described as Lot 265 of Tract 1701 (2225 Mira Vista Ave.)

Executed this 21 day of Jan, 2020

Owner



Vahe ~~Sarkisian~~ Derhaitounian

CERTIFICATE OF ACCEPTANCE

As per Resolution No. 755 as set forth in the Minutes of a Meeting of the Board of Directors of the Crescenta Valley Water District held on January 28, 2020 the above Bill of Sale of Water System Facilities, dated _____ is hereby accepted by order of the Board of Directors of the Crescenta Valley Water District, a political sub-division of the State of California.

Date of Acceptance _____.

CRESCENTA VALLEY WATER DISTRICT

COST OF CONSTRUCTION STATEMENT

WATER SYSTEM FACILITIES

Developer's Name Value Det Hartmann, LLC Address 2225 Mira Vista Ave.Tract No. 1701 (Lot 265) Date Prepared 6-17-2020

Item	Quantity	Units	Unit Cost	Total Cost
1. Excavation and backfill pipeline and appurtenances	<u>150</u>	<u>LF</u>	<u>-----</u>	<u>14,445.72</u>
2. Trench Resurfacing	<u>-----</u>	<u>SL</u>	<u>-----</u>	<u>16,378.75</u>
3. Install 4" CML x CML steel water main and appurtenances	<u>650</u>	<u>LF</u>	<u>-----</u>	<u>20,280.45</u>
4. Install Meters and Appurtenances	<u>10</u>	<u>EA</u>	<u>-----</u>	<u>4,309.36</u>
5. Install 4" Fire Service	<u>1</u>	<u>EA</u>	<u>-----</u>	<u>5,080.10</u>
6. Pressure and BAC Testing	<u>1</u>	<u>LS</u>	<u>-----</u>	<u>6,099.38</u>
Grand Total Installation Cost* \$				<u>70,694.46</u>

*Excludes fees paid directly to Crescenta Valley Water District.

Prepared by Value Det Hartmann, LLC

My signature as witnessed here below attests that the above statement is true and correct to the best of my knowledge.

Date 06-21-2020 Value Det Hartmann, LLC
Authorized RepresentativePres. Allen
Official TitleBy: Mervet AllenAllen Pipeline Inc.

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 4
January 28, 2020

To: Honorable President and Members of the Board of Directors
From: Christy J. Scott – Regulatory and Public Affairs Manager
Subject: **Resolution No. 756 – Adoption of the Rules and Regulations and Appendix C as Amended for Compliance with SB-998 along with appendix T – water shutoff for nonpayment policy**

ACTION ITEM:

Resolution No. 756 – Consideration and motion to adopt Resolution No. 756, amending the rules and regulations and Appendix C for Compliance with SB-998 along with the addition of Appendix T – the water shutoff for nonpayment policy

BACKGROUND:

Adopted in 2018, Senate Bill 998 – Water Shutoff Protection Act (“SB 998”) is codified in the California Health and Safety Code to provide additional procedural protections and expand upon the existing safeguards related to utility service disconnections in the Public Utilities Code and Government Code. Under SB 998, public water systems with more than 200 connections are required to adopt a written policy on residential water service shut off for nonpayment, applicable to all residential water customers.

Through the adoption of SB 998, the California Legislature intends to protect Californians from losing access to water service due to inability to pay without proper notice and sufficient time to cure. Specifically, the bill requires an adopted policy by the District, which must comply with the following requirements:

- Prohibit discontinuation of residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days; while the delinquent payment is under investigation by the utility or under review for appeal; and while the customer is enrolled in an alternative payment arrangement.
- Provide written or telephone notice at least seven days before discontinuation. The notice must contain information on the delinquent amount, a deadline to contact the utility to arrange for alternative payment arrangements, procedures to avoid discontinuation, and a description of the bill review and appeals process.
- Provide the customer with information on how to restore service and include the utility’s contact information to discuss options for averting service discontinuation.

- For residential customers who demonstrate a household income below 200% of the federal poverty line, waive interest charges on delinquent bills and limit the reconnection service fee to \$50 during business hours and \$150 after hours.
- Prohibit discontinuation under certain medical and financial circumstances if the customer agrees to an alternative payment arrangement and provides certification.
- Require the utility to make good faith effort to inform by written notice both the customer of record and residential tenants that water service will be discontinued if payment or payment arrangements are not arranged.

In an effort to ensure transparency and accessibility, SB 998 requires translations of the adopted policy in the following languages: English, Spanish, Chinese, Vietnamese, Tagalog, Korean, and any other language spoken by 10% of the service area. The policy in the languages above must be posted on the agency's website and made available upon request.

DISCUSSION

Mr. Ciampa of Lagerlof Senecal Gosney and Kruse, prepared a SB 998 compliant policy for Discontinuation of Residential Water Service for Non-Payment for the members of the Public Water Agencies Group (PWAG). (Appendix T in the Revised Rules and Regulations). Along with the policy, SB 998 compliant shut-off notices were provided including translation services into the additional 5 languages.

As part of the District's membership with PWAG, the policy, shutoff notice and translations were provided at no fee to the District.

In order to comply with provisions under SB 998, changes to the District's existing rules and regulations are required. The most substantial of the changes is the incorporation of Appendix T– Policy on Discontinuation of Residential Water Service for Non-Payment authored by Mr. Ciampa. Additionally, Appendix C, Miscellaneous Charges and District Forms requires a reduction in the service reconnection fee during normal business hours from \$75 to \$50.

A copy of any page of the Rules and Regulations requiring changes is attached as well as revised versions of Appendix C and T and sample wording for the shutoff notices.

The District will be required to report the number of annual discontinuations of residential service for nonpayment on its website and to the State Water Resources Control Board. SB 998 would require the District to comply with the shutoff requirements on bills due after February 1, 2020, subject to fines for noncompliance.

RECOMMENDATION:

It is staff's recommendation that the Crescenta Valley Board adopt Resolution No. 756 which will:

1. Revise the Districts Rules and Regulations for Compliance With SB 998
2. Add Appendix T, Policy on Discontinuation of Residential Water Service for Non-Payment to the Rules and Regulations
3. Revise Appendix C, Service Reconnection fees during normal business hours

Prepared by:



Christy Scott
Regulatory and Public Affairs Manager

Submitted by:



Nem Ochoa
General Manager

Attachment(s):

1. Resolution No. 756
2. Revised Rules and Regulations
3. Appendix T
4. Appendix C
5. Sample Shutoff Notice

RESOLUTION NO. 756

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CRESCENTA VALLEY WATER DISTRICT TO

**ADOPT THE RULES AND REGULATIONS AND APPENDIX C AS AMENDED FOR COMPLIANCE
WITH SB-998 ALONG WITH APPENDIX T – WATER SHUTOFF FOR NONPAYMENT POLICY**

WHEREAS; the Crescenta Valley Water District is a county water district empowered under the Water Code to fix rates and charges for its water service;

WHEREAS; Senate Bill 998 – Water Shutoff Protection act was adopted in 2018

WHEREAS; Under SB 998, public water systems with more than 200 connections are required to adopt a written policy on residential water service shut off for nonpayment, applicable to all residential water customers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Crescenta Valley Water District authorize the revision of the rules and regulations and Appendix C for Compliance with SB-998 along with the addition of Appendix T – the water shutoff for nonpayment policy

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the Board of Directors of Crescenta Valley Water District held on January 28, 2020. Resolution No. 756 was adopted by the following vote:

AYES:

NOES:

ATTEST:

**President, Board of Directors
Crescenta Valley Water District**

Secretary of the Board of Directors

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

I, James K. Lee, Secretary to the Board of the Crescenta Valley Water District, DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 756 of the Board of Directors of Crescenta Valley Water District adopted at a Regular Meeting held on January 28 2020 and that the same has not been amended or repealed.

Secretary of the Board of Directors

Crescenta Valley Water District

DATED: January 28, 2020

(S E A L)

CRESCENTA VALLEY WATER DISTRICT

RULES AND REGULATIONS

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APPENDIX J: DEVELOPERS AGREEMENT
APPENDIX K: RECORD RETENTION POLICY
APPENDIX L: RELOCATION ASSISTANCE LAW
APPENDIX M: INVESTMENT POLICY
APPENDIX N: NOT USED
APPENDIX O: RESOLUTION OF CRESCENTA VALLEY WATER DISTRICT TO ESTABLISH EMPLOYER-
EMPLOYEE RELATIONS, PROCEDURES, RULES AND POLICIES
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SECRETARY-TREASURER
APPENDIX Q: BID PROCUREMENT AND PURCHASING POLICY
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APPENDIX S: DRUG AND ALCOHOL POLICY
APPENDIX TS: POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-
PAYMENT

- 3.02: Backflow Device:** A device that permits flow in pipes or conduits normally under open conditions, such as sewers, to occur in one direction only by mechanically blocking the flow or by providing a pressure relief opening such that flow may not occur in the Uphill direction.
- 3.03 Biochemical Oxygen Demand (BOD):** The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees centigrade, expressed in milligrams per liter.
- 3.04: Board:** Board of Directors of the Crescenta Valley Water District.
- 3.05 Book Value:** The Book Value of the District's assets is the true current value of all District property and equipment minus the depreciation of the assets as determined by the independently audited financial statements of the Crescenta Valley Water District for the prior fiscal year.
- 3.06: Building Drain:** That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building lateral, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- 3.07: Building Lateral:** The extensions from the building drain to the street lateral or other place of wastewater disposal; also called house lateral.
- 3.08 Capital Improvement:** The Capital Improvement Program (CIP) is a list of water and sewer system improvements project that are required to ensure system reliability, to meet existing and future water quality regulations, and provide adequate capacity to serve the District's customers. The current CIP is to generally consist of 10 continuous fiscal years of planned improvements.
- 3.09: CEQA:** The California Environmental Quality Act.
- 3.10: Collection Line:** Any public sewer in a dedicated right of way or easement granted to the District into which several street laterals or other sewer lines may discharge; such sewers are generally eight (8) inches or more in diameter.
- 3.11: Commercial Service:** Provision of water or availability of sewers for use in connection with commercial premises devoted primarily to operations for profit or other designated non-residential accounts.
- 3.12: Cross-Connection:** Any connection between District facilities and any water supply that is not approved by a State or local health agency or other source containing a substance that is not approved as safe, wholesome and potable.
- 3.13: Customer:** Any person, association, corporation or governmental agency provided or entitled to be provided with water and/or sewer service for compensation by the District.
- 3.14: [Delinquent: The bill for a Customer's water service is due on the Due Date and such water service is subject to termination if the bill is not paid within sixty \(60\) days from the Due Date.](#)**
- 3.154: Developer:** Any person or entity developing and/or subdividing land within the District for the purpose of constructing new commercial or residential units.
- 3.165: Disconnection:** The termination of water service to the Customer, effected by turning off and locking the meter at the service connection.

- 3.176: Distribution Mains:** The water lines in streets, highways, alleys, and easements used for general distribution of water and public and private fire protection.
- 3.187: District or Supplier (as used in Appendix ST – Residential Service Discontinuation Policy):** The Crescenta Valley Water District, La Crescenta, California.
- 3.198: District Facility (Off-Site Facility):** Any domestic water, non-domestic water or sewer facility owned, operated and maintained by the District.
- 3.20: Due Date:** The date on which payment for a Customer's bill for water service is due, which is on the day the bill is generated, as signified by the date of the bill.
- 3.219: Easement:** An acquired legal right for the specific use of land owned by others.
- 3.220: Engineer:** A qualified professional engineer registered in California, appointed to act for the District.
- 3.234: Equivalent Dwelling Unit (EDU):** For purposes of the District's water and sewer connection fees, one (1) EDU is assigned to any single family home, multi-family residential unit (e.g. apartment, condominium, etc.) rentable guest house, or 5000 square feet of floor space for commercial/institutional facilities or structures. For additions to any structure, the EDU shall be calculated as the ratio of added floor space (square feet) per 5000 square feet.
- 3.242: Final Notice:** The Final Notice, sent to the Customer when payment is not received at least 4 days prior to the date of water service disconnection and at least 45 days from the date of the bill.
- 3.253: Individual Sewage Disposal System:** A single system of sewage treatment tanks and disposal facilities serving only a single lot or parcel.
- 3.264: Industrial Service:** Provision of water or sewer service to industrial premises where the water is used primarily in manufacturing or processing activities.
- 3.275: Industrial Wastes:** The wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.
- 3.286: Manager:** The General Manager of the Crescenta Valley Water District, or the person authorized by the Manager, or the Board, to act for the General Manager.
- 3.297: Meter:** The appurtenance owned by the District at the service connection by which the District measures the quantity of water delivered through District facilities to the Customer.
- 3.3028: Natural Outlet:** Any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.
- 3.3129: Off-Site Facilities:** Domestic water and non-domestic water facilities up to and including the water meters, and sewer facilities within a public street, right-of-way, District property or easement. All off-site domestic water, sewer and non-domestic water facilities will be owned, operated and maintained by the District.
- 3.320: On-Site Facilities:** Sewer facilities located wholly within the Owner's property, and domestic water and non-domestic water facilities downstream (on the Customer's side) of the water meters. All on-site domestic water, sewer and non-domestic water facilities will be owned, operated, and maintained by the Owner, unless otherwise specified.
- 3.33: Overdue Notice:** The notice sent to the Customer when payment is not made on or before the forty-fifth (45th) day after the date of the bill, in accordance with the provisions of the Residential Service Discontinuation Policy.
- 3.344: Owner:** The person in whose name legal title to the property appears.

- 3.352: Person:** An individual, company, association, co-partnership, or public or private corporation.
- 3.363: pH:** The logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10^{-7} .
- 3.374: Premises:** The integral property or area, including improvements thereon, to which water or sewer service is, or is to be, provided.
- 3.385: Pretreatment:** Treatment of wastewater that the District may require prior to permitting any discharge into a District sewer to insure compliance with the Rules, Regulations and Ordinances of the District, as well as any and all applicable Federal, State or local statutes, ordinances, regulations, contracts, or all of the foregoing, individually or collectively, or if determined by the District to be necessary to protect the District Facilities from any possible damage.
- 3.396: Private Facilities (On-Site Facilities):** Those facilities which are owned, maintained, and operated by the Owner and are not the responsibility of the District.
- 3.4037: Private Fire Protection:** Provision of standby quantities and pressures of water as available for fire protection purposes through sprinkler systems, fire hydrants and other facilities located on private property, rather than through public fire hydrants operated by public authorities for general fire protection.
- 3.4138: Public Sewer:** A common sewer controlled by the District.
- 3.4239: Regulatory Agencies:** Those public agencies legally constituted to protect the public health and water quality, such as the State Department of Health Services, the California Regional Water Quality Control Board, and the Los Angeles County Health Department.
- ~~**3.40: Reminder Notice:** The Reminder Notice sent to the Customer when payment is not made on or before the 30th day after the date of the bill, in accordance with the provisions of the rules included herein.~~
- 3.434: Residential Service:** Provision of water and sewage collection for household purposes and other similar and customary purposes pertaining to structures with a primary purpose of providing domestic service, single family dwellings, including apartments, town houses and condominiums.
- 3.44** **Residential Service Discontinuation Policy:** The District's Policy on Discontinuation of Residential Water Service for Non-Payment, in the form attached as Appendix ST and related translations into Spanish, Chinese, Korean, Vietnamese and Tagalog.
- 3.452: Service Agreement:** An approved application agreement with the District for service.
- 3.463: Service Line:** Shall mean the wastewater conveyance line extending from the building drain up to and including the connection to the collection line. It consists of the building lateral (house lateral), the street lateral and appurtenances thereto.
- 3.474: Sewage:** The spent water of a community. An alternate term is "wastewater. (See also 3.53)
- 3.485: Sewer or Sanitary Sewer:** A pipe or conduit that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.
- 3.496: Sewer Facilities:** The structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.
- 3.5047: Sewer Main:** A public sewer or collection line.

- 3.5148: Standard Special Provisions and Standard Drawings:** The District's "Standard Special Provisions and Standard Drawings for Water and Sewer Construction" latest edition, which are to be used in conjunction with the District's "Standard Specifications".
- 3.5249: Standard Specifications:** The "Standard Specifications for Public Works Construction" (Green Book), latest edition, which are the District's reference specifications to be used in conjunction with the "Standard Special Provisions and Standard Drawings".
- 3.530: Storm Drain:** A pipe or conduit for conveying water, groundwater, subsurface water, or unpolluted water from any source.
- 3.541: Street Lateral:** That part of the wastewater service line within the street right of way or easement granted to the District which extends from the building lateral up to and including the connection to the collection line.
- 3.552: Surplus Property:** Real or personal property owned by the District that is determined by the Board to be unnecessary for District purposes.
- 3.563: Suspended Solids:** Total suspended matter that either floats on the surface of, or is in suspension in water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as non-filterable residue.
- 3.574: Temporary Service:** Provision of water or sewer service on a temporary basis for construction purposes.
- 3.585: Unpolluted Water:** Water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.
- 3.596: Wastewater:** The spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and stormwater that may be present.
- 3.6057: Wastewater Constituents and Characteristics:** The individual chemical, physical, bacteriological, and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify, or measure the quality and quantity of wastewater.
- 3.6158: Wastewater Treatment Works:** An arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used a synonymous with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant."
- 3.6259: Water Facilities or Water Works System:** The wells, pipelines, meters, pumps, storage facilities, buildings, structure connections, fittings, valves and other fixtures and appurtenances comprising the production, storage, treatment, transmission and distribution system owned by the District for the purpose of delivering water to customers of District.
- 3.630: Water Service Connection:** The point of connection of the Customer's piping with the meter and service lateral owned by the District.
- 3.641: Water Service Laterals:** The connection between the District's water mains and the water meter and service connection, including the entire pipe, fittings and valves necessary to make the connection.

ARTICLE 4: ORGANIZATION AND OPERATION OF THE BOARD OF DIRECTORS

4.01: NUMBER OF DIRECTORS

ARTICLE 6: INDEMNIFICATION OF OFFICERS, DIRECTORS AND EMPLOYEES

6.01: INDEMNIFICATION

The District shall indemnify, to the extent allowed by law, all officers, directors and employees of the District for liability incurred in the course and scope of their duties as officers, directors and employees of the District except for punitive or exemplary damages.”

6.02: DEFENSE OF OFFICERS, DIRECTORS AND EMPLOYEES

Upon written request by the affected officer, director or employee, and upon determination by the Board that the acts complained of are (i) within the course and scope of the employment of the affected person, and (ii) not the result of fraud or willful misconduct, the District shall provide for the legal defense of such officer, director or employee.

6.03: JUDGMENT AGAINST AN OFFICER, DIRECTOR OR EMPLOYEES

Where (1) written request has been made ten (10) days prior to trial for the District to provide a defense;

(2) the District has provided a defense; (3) the officer, director or employee cooperated in such defense; and (4) the actions of the officer, director or employee are not the result of fraud or willful misconduct, the District shall indemnify such officer, director or employee from any judgment taken against them however, where the District has provided the defense under a reservation of rights, then the District shall indemnify against the judgment only if its established that the acts complained of were within the scope of employment.

ARTICLE 7: RULES APPLICABLE TO INDIVIDUAL APPLICANTS FOR WATER AND SEWER SERVICE

7.01: USE OF AN ACTIVE SERVICE BY NEW TENANT/OWNER

Sewer service and water service shall always commence simultaneously (if applicable). A person who takes possession of premises and uses water or sewer facilities without applying for service is liable for all water delivered and/or sewer usage from the date of the last recorded meter reading or billing date; if the water meter is found inoperative, the quantity consumed will be estimated. If proper application for service is not made within 48 hours after notification that failure to do so will result in termination of service, or if accumulated bills are not paid upon presentation, water and sewer service shall be discontinued as provided in the notice [issued in accordance with the Residential Service Discontinuation Policy](#).

7.02: APPLICATION FOR SERVICE

Each applicant for service is required to sign, on a form prescribed by the District, an application setting forth the following contents. The current form of application is included in Appendix C. We are allowed to request this information.

A. Contents:

1. Name and Driver’s License No. of applicant.
2. Location of premises to be served.
3. Date applicant will be ready for service.
4. Address to which bills are to be mailed or delivered.
5. Home and work telephone numbers.
6. Name, address, and telephone number of friend or relative not living with applicant.
7. Agreement to hold Crescenta Valley Water District harmless from damages.
8. Whether applicant is owner, tenant or agent for the premises (verbal).
9. If owner - a copy of Proof of Ownership as described below.
10. Such other information as the District may reasonably require.

8.02: CONDITIONS OF SERVICE

A. Notices:

1. **Notice to Customers:** Notice to a Customer will normally be in writing and will be delivered or mailed to the Customer's last known address. In emergencies or when circumstances warrant, the District, where feasible, will endeavor to promptly notify the Customer affected and may make such notification orally, either in person or by telephone, or by leaving a written notice on the door, [or as otherwise specified in the Residential Service Discontinuation Policy](#).
2. **Notice from Customers:** A Customer may make notification in person, by telephone or by letter to the District at its commercial office.

B. Change in Customer's Equipment, Operations or Land Use:

A Customer making any material change in the size, character, or extent of the equipment, operations, or nature of land use shall immediately give the District written notice of the nature and extent of the change, and if necessary amend their application for service. Any and all modifications to the service must be approved by the District.

C. Continuity of Service:

The District expressly reserves the right to restrict, curtail, allocate or apportion District water supplies as necessary, in the sole discretion of the District.

1. **Emergency Interruptions:** The District will make all reasonable efforts to prevent interruptions to service and, when such interruptions occur, will endeavor to re-establish service with minimal delay consistent with the safety of the District's Customers and the general public. District staff will also make a reasonable effort to notify affected Customers of emergency interruptions where feasible.

Where an emergency interruption of service affects the service to any public fire protection device, the District will promptly endeavor to notify the Fire Chief, or other public official responsible for fire protection, of such interruption and of subsequent restoration of normal service.

2. **Scheduled Interruptions:** Whenever the District finds it necessary to schedule an interruption to its service, it will, where feasible, notify all Customers to be affected by the interruption, stating the approximate time and anticipated duration of the interruption. Scheduled interruptions will be made at such hours as will be least inconvenient to the Customers consistent with reasonable utility operations. The District will endeavor to provide notice of scheduled interruptions at least two calendar days in advance.

Where public fire protection is provided by the mains affected by the interruptions, the District will promptly endeavor to notify the Fire Chief, or other officials responsible for fire protection, of the interruption. In addition, the Fire Chief or other official responsible for fire protection will be notified upon restoration of service.

3. **District – Customer Connections:** The District from time to time, takes action to improve or modify District facilities which are connected to the Customer's plumbing system. When connection or reconnection to a Customer's plumbing system is not possible, due to the deteriorated condition of any components of the Customer's system, the Customer shall

of water per billing cycle will be billed at standard rate. It shall be the duty of the Customer to advise the District if the Customer becomes ineligible for the discount. The Customer must reapply for the discount every two years in order to retain eligibility.

F. Miscellaneous Charges: In order to recover the cost associated with late payments, disconnections and other damages sustained by the District, the specified items listed below are charged to Customers; the dollar amounts associated with each item are determined by the Board and set forth in Appendix C.

1. **Reconnection Charge:** If a Customer requests resumption or continuance of service after such service has been disconnected or if a notice to disconnect has expired, then the Customer shall pay a reconnection charge in addition to any past due user charges, advance payments, or meeting any other conditions set forth by the District.

2. **Non-Negotiable Payment Charge:** When a Customer's check or any other authorized form of payment for water service and other charges is returned as non-negotiable for any reason, the District shall notify the Customer of the returned check and the District shall proceed as set forth in Section II(B)(5) of the Residential Service Discontinuation Policy, on a 48-hour Shutoff Notice of water service as set forth in Section 8.04.F(5)(This is the incorrect section) below. The Shutoff Notice will become effective if the water service charges together with a Returned Check Charge, as set forth in Appendix C, are not paid in cash or other certified funds before or on the date specified in the 48-hour Shutoff Notice.

3. **Meter Test Deposit:** The District shall endeavor to keep the meters in good condition and registering accurately. Any Customer may request that his meter be examined and tested to see if it is correctly recording water delivered through it. The District also encourages the Customer to witness said test. Said request shall be made in writing and shall be accompanied by a deposit, if required, as set forth in Appendix D.

Upon receipt of such demand and deposit, if required, it shall be the duty of the General Manager to cause the meter to be examined and tested, and if upon such examination and test the meter shall be found to register over two percent more water than actually passes through it, the meter shall be properly adjusted or another meter substituted therefor, and the deposit shall be returned to the person making the demand, if applicable, and the water bill shall be adjusted proportionately.

If the meter is found to register not more than two percent of the water that actually passes through it, said deposit may be retained by the District, if applicable, to partially defray the expense of making the test. All other tests and examinations of meters shall be at the District's expense.

4. **Pulled Meter Charge:** If a Customer's service has been disconnected and the meter has been "pulled" or removed from the premises, then the Customer shall pay at the District office a pulled meter charge as set forth in Appendix C and any other applicable charges, before the service and meter can be reconnected.

5. **Unauthorized Water Use:** Any person or entity found taking water from or through any of the District's facilities without District authorization will

be assessed a fine payable to the District, as set forth in Appendix C, in addition to applicable District charges for the quantity of water taken. Written notice of the assessment of such fine shall be given by personal service or by registered or certified mail.

6. **Charge for Turn Off at Main:** If the water to a property is turned on more than once without District authorization, the service may be shut off at the main, and the Customer shall be required to pay, in addition to any other applicable charges, a charge equal to the actual expense to the District of reconnection prior to the re-establishment of service.
7. **Property Damage:** If a Customer, new applicant or developer is found to be responsible for any damage done to District property, such damages shall be reimbursed to the District at cost plus administrative overhead. If responsibility for damage is not known, charges will be made to the current Customer or property owner. This section does not limit other remedies of the District.

8.04 WATER SYSTEM CONNECTION FEE

- A. **General Provisions:** A connection fee shall be imposed upon all properties as a condition of new development to provide the District with funds to cover an equitable portion of investment in existing water system infrastructure and projected capital costs for water system improvements.
- B. **Fee:** The Water System Connection Fee shall be determined and levied as set forth in Appendix E for each dwelling unit or equivalent dwelling unit (EDU) which exceeds the existing EDU factor of the property. The fee consists of a component considered reimbursement for existing infrastructure (Book Value) and a component for future capacity (CIP). The fee does not include construction of mains, water service laterals or other physical work associated with the property.

8.05: BILLING PROCEDURES

- A. **Joint Service:** No joint service is allowed. An individual party will be solely liable for payment of bills. In those instances where more than one party [apply](#) [applies](#) for service, each party shall be severally liable for payment of bills.
- B. **Bankruptcy of Customer:** Pursuant to the Bankruptcy Act (P.L. 95-598, as amended from time to time), the District shall not alter, refuse or discontinue service to, or discriminate against, a Customer, or a trustee of a Customer, solely on the basis that a debt owed by the Customer to the District for service rendered before the order for relief was not paid when due. It shall be the responsibility of the Customer to supply the District with a copy of any applicable order for relief. The District shall not discontinue service if the Customer, nor the trustee, within 20 days after the date of the order for relief, furnishes adequate assurance of payment in the form of an advance payment for service after such date. As used herein, "adequate assurance of payment" shall mean an advance payment in an amount equal to the highest of the last 6 billings rendered to the Customer, or for the Customer's property if Customer has not occupied the property for that period of time, prior to the order for relief. As used herein, "order for relief" shall have the same meaning as given to it in the Bankruptcy Act. The commencement of a voluntary case under the Bankruptcy Act shall constitute an order for relief. Service may be discontinued in accordance with the rules of the District upon non-payment for service rendered after the order of relief.

- C. **Refund of Deposit:** Upon discontinuance of a service, the District will refund the balance of the Customer's deposit, for that service, in excess of any unpaid bills. No interest will be paid on deposits. Refunds will be made within a reasonable period of time.
- D. **Rendering and Payment of Bills:** Bills for service will be rendered on a bimonthly basis, at the option of the District. Bills for service are due and payable on the Due Date and a Customer's water service is subject to termination in accordance with the Residential Service Discontinuation Policy if the bill for service is not paid within sixty (60) days of ~~upon presentation and become delinquent approximately 30-45 days from~~ the date of the bill, invoice ~~(The Bill Date).~~ In the event that the bill is not paid within forty-five (45) days of the Due Date ~~that time~~, an Overdue Notice will be issued and the Customer will be assessed a late charge as specified in Appendix C. Payment may be made at the office of the District, to any representative of the District authorized to make collections, or through any other authorized form of payment. However, it is the Customer's responsibility to assure that payments are received at the District's office in a timely manner. Partial payments are not authorized unless prior approval has been received from the District's office. All bills are considered delivered after mailing, and the District is not responsible for non-delivery. Any payment envelope received without a payment enclosed, or with an unsigned check shall be considered as non-payment. The District will apply payments to the oldest debt due. No two party checks are accepted.
1. **Opening Bills:** Opening Bills for less than the normal billing period shall be prorated as to minimum charges and billed for actual water consumption.
 2. **Closing Bills:** Closing bills for less than the normal billing period shall be prorated as to minimum charges and billed for actual water consumption. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time service is terminated.
- E. **Separate Billings for Each Meter:** Each meter on a Customer's premises will be considered separately and the readings of two or more meters will not be combined except where the District's operating convenience or necessity may require the use of more than one meter or a battery of meters. In the latter case, the meter readings will be combined for billing purposes.
- F. **Delinquent Bills:** The following rules apply to Customers whose bills remain not paid after approximately 30-45 days from the ~~invoice-Due Date, date.~~
1. **Small Balance Accounts.** In any billing, if less than a minimum bill remains unpaid, it may be carried over to, and added to, the next billing period.
 2. **~~Reminder-Overdue~~ Notice.** If payment for a billing period is not made on or before approximately the 30th-45th day after the billing period invoice-bill's Due Date, date, an ~~Reminder-Overdue~~ Notice will be mailed to the water service Customer at least seven (7) business ~~twelve ten (120)~~ days prior to actual disconnection of the Customer's water service for non-payment. The issuance of the Overdue Notice will trigger imposition of a late charge on the Customer. The Overdue Notice shall contain the information specified in Section II(B)(1) of the Residential Service Discontinuation Policy.

- ~~3. **Final Notice.** If payment is not received 6 days prior to the date of actual disconnection, a Final Notice will be mailed to the water service Customer. The Final Notice will include a late charge as specified in Appendix C. Upon receipt of a Final Notice and up to the date set for disconnection, the Customer may request an amortization payment plan pursuant to Article 8.051. [I would delete this section, as it is not provided as a final notice under the Residential Service Discontinuation Policy]~~
- ~~34. **Turn Off Deadline.** Water service charges and late charges must be paid on or prior to 4:30 p.m. on the day specified in the Final Overdue Notice.~~
- ~~5. **Contents of Final Notice.** The Final Notice shall specify the following information in a clear and legible format:~~
- ~~a. Customer's name and address;~~
 - ~~b. Amount in arrears;~~
 - ~~c. Date by which payment must be made;~~
 - ~~d. Procedures for requesting amortization of the unpaid balance;~~
 - ~~e. Telephone number of the District representative who can provide additional information.~~
- ~~6. **Forty Eight Hour Shutoff Notice.** At least forty eight (48) hours prior to actual termination of multi-family residences, the District shall make a reasonable, good faith effort to contact an adult of each residence by telephone or in person, and provide them with the information set forth in paragraph 4 above. At least one attempted personal contact coupled with use of a "door hanger" shall be deemed to be a reasonable, good faith effort at contacting an adult of the residence.~~
- ~~47. **Waiver of Reminder and Final Notices to Public Agencies:** Public agencies, because of usual sound financial base and variations in warrant payment procedures, will not be sent delinquent notices for delinquent payment of current accounts.~~
- ~~458. **Notification of Returned Check-Disposition:** Upon receipt of a returned check taken as remittance of water service or other charges, the District will consider the account not paid— and may terminate water service as specified in Section II(B)(6) of the Residential Service Discontinuation Policy. If an Overdue Notice has already been provided to the Customer, the District may proceed with termination of water service in accordance with that notice if payment is not subsequently made. If an Overdue Notice has not already been provided to the Customer and the bill is not yet forty-five (45) days past due, the District will promptly notify the Customer of the returned check and all applicable charges. If the bill remains unpaid as of the forty-fifth (45th) day after the Due Date, then the District will issue an Overdue Notice to the Customer. The District will make a reasonable, good faith effort to notify the Customer in person and leave a 48-hour Shutoff Notice due to a returned check. Water service will be disconnected if the amount of the returned check and returned check charge are not paid on or before the date specified in the Shutoff Notice. All amounts paid to redeem a returned check and to pay the returned check charge must be cash or certified funds.~~
- ~~569. **Returned Checks-Issued to Restore Service:** In the event the Customer tenders a returned check as payment to restore water service previously~~

disconnected for non-payment, and as a result the District restores service, the District may again promptly disconnect service without providing further notice. No ~~further 48-hour Shutoff Notice~~ will be ~~made provided~~ in the case of a returned check tendered for payment of water charges that were subject to ~~disconnection. discontinuance.~~

G. Disputed Bills: The procedure to be used to contest the accuracy of water charges upon receipt of a bill for water service is set forth in Section IV of the Residential Service Discontinuation Policy as follows:

- ~~1. Within five Thirty (5)30 days of receipt of the bill for water service, the Customer has a right to initiate a complaint or request an investigation regarding any bill tendered by the District. Such protest shall be made in writing and delivered to the District at its office.~~
- ~~2. Following receipt of a complaint or a request for an investigation, a hearing date shall be set before an appointed hearing officer of the District. After evaluation of the evidence provided by the Customer and the information on file with the District concerning the water charges in question, the District representative shall render a decision as to the accuracy of the water charges, and shall render a brief written summary of the decision.~~
 - ~~a. If water charges are determined to be incorrect, a corrected invoice will be provided and the revised charges will be due within ten (10) days after the date of invoice for revised charges. If the revised charges remain unpaid after the prescribed period of time, water service will be terminated, subject to right of appeal to the Board of Directors, on the working day following the period allowed for payment. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.~~
 - ~~b. If the water charges in question are determined to be correct, the water charges are due and payable at the time the decision of the District representative is rendered.~~
 - ~~c. At the time the decision of the District representative is rendered, the Customer will be advised of the right to further appeal before the Board.~~
 - ~~d. If the decision of the District representative is not to the satisfaction of the Customer, the Customer may request a hearing before the District Board of Directors at the next regular meeting.~~
 - ~~e. Water service may not be terminated until the investigation is completed and the Customer has been notified of the District's decision.~~
- ~~3. When a hearing before the Board is requested, such request shall also be made in writing and delivered to the District at its office and the Customer shall appear and present evidence and reasons as to why the water charges in question are not accurate.~~

~~The Board shall evaluate evidence presented by the Customer, as well as information on file with the District concerning the water charges in question, and render a decision as to the accuracy of said charges.~~

 - ~~a. If the Board finds the water charges in question are incorrect, the Customer will be invoiced for any additional charges and payment of the invoice is due within ten (10) days from the date of said invoice. Any overcharges will be reflected as a credit on the next regular bill to the~~

~~Customer, or refunded directly to the Customer, in the sole discretion of the Board.~~

~~If the revised charges remain unpaid after the prescribed period of time, water service will be terminated on the working day following the period allowed for payment. Service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.~~

~~b. If the Board finds that the water charges in question are correct, the Board's decision is final and binding.~~

H. Adjustment of Bills for Meter Error: The Customer may request an adjustment of the bill on the basis of meter error. Such a request must be made in writing and the rules set forth in Article 8.03F(3), Meter Test Deposit, will apply. The Meter Test Deposit shall be as specified in Appendix D. The District will, within one week, proceed to test the Customer's meter preferably with the Customer as a witness. The meter will be tested in an "as found" condition, in order to determine the average meter error. If the average meter error is found to exceed 2 percent, that is if quantities of water recorded by the meter are outside of a range between 98 percent and 102 percent of the actual quantities of water passed through the meter during the test, the following billing adjustments will be made.

1. **Fast Meters:** The District will credit to the Customer account the Meter Test Deposit, if applicable, and the amount of the overcharge based on corrected meter readings of the period the meter was in use and determined to be incorrect, but not to exceed a period of six months.
2. **Slow Meters:** The District may bill the Customer, at its option, for the amount of the undercharge based upon corrected meter readings for the period the meter was in service and determined to be incorrect, but not to exceed a period of six months.
3. **Non-Registering Meters:** The District may bill the Customer according to an estimate of water consumed while the meter was not registering, but not exceeding a period of six months. This estimate will be based on the Customer's prior use during the same season of the previous year if conditions were unchanged during the year, or on a reasonable comparison of consumption of other similar Customers during the same period.
4. **General:** If the meter error is caused by some event, the date of which can be determined, then the billing adjustment will be made for the period of time since the date of such event; such a period may exceed the six-month limitation for fast, slow, or non-registering meters, as stated in 1 through 3 above.

I. Amortization of Unpaid Balance: In addition to the alternative payment arrangements specified in the Residential Service Discontinuation Policy, ~~Any~~ Customer who is unable to pay for water service within the normal payment period may request amortization of the unpaid balance over a period not to exceed twelve months. The District will consider all circumstances surrounding the request, and make a determination as to whether amortization is warranted.

1. **Certification by Physician:** Where a licensed physician certifies that the termination of service will be life-threatening to the Customer, and the Customer certifies that he or she is unable to pay for the service within the normal payment period and is willing to enter into an amortization agreement,

the Customer may request, in writing, a 12-month amortization payment plan. In such instance the District is obligated to enter into an amortization plan.

2. **Amortization Payment Plan:** Upon confirmation of the doctor's certification and/or approval of the request, an amortization plan will be entered into between the District and the Customer. The plan will amortize the unpaid balance over 12 months, with payments added to the Customer's regular bill.

~~The Customer will be charged an administrative fee representing the cost to the District of initiating and administering the plan, and the plan shall include a charge for interest of ten percent (10%) per annum or the maximum legal rate, whichever is lower, on the unpaid balance. The current form of Amortization Agreement is included in Appendix C.~~

3. **Compliance with Plan:** The Customer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. ~~The Customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan.~~ Failure to comply with the terms of an amortization plan for at least sixty (60) days after a payment under that plan is due, or to pay current water service charges for at least sixty (60) days after those charges are due will result in a notice of termination of service to be provided at least five (5) business days before the stated date of termination of service.

8.06: TURN-ON AND TURN-OFF PROCEDURES AND CHARGES

- A. **Turn-off at the Customer's Request:** A Customer may request that service be discontinued either temporarily or permanently. Such a request must be made by giving at least one working day's advance notice to the District. If such a notice is not given, the Customer will be billed for service until one working day after the District has received appropriate notice that the Customer has vacated premises or otherwise has discontinued service.
- B. **Turn-off by the District:** The District may disconnect a Customer's service for various reasons which are listed below. Such involuntary disconnections are effected by turning off and locking the meter, thereby stopping the water service; the District will provide notice to the Customer for termination for non-payment in accordance with the Residential Service Discontinuation Policy, and otherwise will make a reasonable attempt to notify the Customer of disconnection in person, or will place a disconnection notice on the premises served by the disconnected meter at least 48 hours prior to termination. Reasons for involuntary disconnection include, but are not limited to, the following:
 1. **For Non-Payment of Bills:** A service may be disconnected for non-payment of periodic bills in accordance with the requirements set forth in the Residential Service Discontinuation Policy. Before a service is disconnected, the Customer will be notified by an Overdue Reminder Notice and Final Notice as set forth in Article 8.04(F)(2). A service may be disconnected for non-payment of bills of a Customer whether or not the payment delinquency is associated with water service at that service connection or at any other water service connection of that same Customer.

Angeles (ASSFC) component. The District component is considered reimbursement for capital costs paid by District Customers for construction of the District's wastewater collection system. The fee does not include construction of mains, laterals or other physical work associated with the property.

The ASSFC shall be collected by the District based on methodology used by the City of Los Angeles. Said methodology utilizes standard flow and strength sewage generating factors for various categories of development and a centroidal conveyance distance to Los Angeles' sewer facilities. A table of current sewage generating factors and sample ASSFC calculation spreadsheet are included in Appendix H. The ASSFC shall be based on the charge rates in effect at the time of building permit issuance. A 10% administration fee shall also be imposed by the District for processing the ASSFC.

- C. **Properties Outside the District:** All properties outside the original assessment districts and permitted by the Board or General Manager to connect to the District's sewer system pursuant to Article 7.06E(3) herein shall pay the above charges.

9.05: BILLING PROCEDURES

Billing Procedures for sewer service Customers is the same as set forth under the applicable sections and provisions of Article 8.04 for water service including Joint Service, Bankruptcy of Customer, and Refund of Deposit, Rendering & Payment of Bills, Delinquent Bills, and Amortization of Unpaid Balance.

9.06: SEWER SERVICE DISCONTINUATION AND RESTORATION PROCEDURES

- A. **Discontinuation at the Customer's Request:** A Customer may request that sewer service be discontinued either temporarily or permanently. Such a request must be made by giving at least one working day's advance notice to the District. If such a notice is not given, the Customer will be billed for service until one working day after the District has received appropriate notice that the Customer has vacated premises or otherwise has discontinued service.

- B. **Discontinuation by the District:** The District may disconnect a Customer's sewer service for various reasons which are listed below. [The Residential Service Discontinuation Policy shall also apply to sewer service.](#)

Such involuntary disconnections are effected by excavating, cutting and capping the service line thereby stopping the sewer service; the District will make a reasonable attempt to notify the Customer of disconnection in person, or will place a disconnection notice on the premises served by the disconnected service line at least 48 hours prior to termination. The District will also notify the Los Angeles County Health Department prior to any such disconnection. Reasons for involuntary disconnection include, but are not limited to-, the following:

1. **For Non-Payment of Bills:** A sewer service may be disconnected for non-payment of periodic bills. Before a sewer service is disconnected, the Customer will be notified by ~~an Overdue Reminder Notice and Final~~ Notice as set forth in Article 8.04F. A sewer service may be disconnected for non-payment of bills of a Customer whether or not the payment delinquency is associated with water or sewer service for the affected account or any other account of that same Customer.
2. **For Obstruction:** A sewer service may be disconnected upon failure by Customer to remove any obstruction to District facilities or property within 45 days of written notice.
3. **For Non-Compliance with Rules:** The District may discontinue sewer service to a Customer for violation of the District's Rules and Regulations

POLICY ON DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR NON-PAYMENT

Notwithstanding any other policy or rule, this Policy on Discontinuation of Residential Water Service for Non-Payment shall apply to the discontinuation of residential water service for non-payment under the provisions set forth herein. In the event of any conflict between this Policy and any other policy or rule, this Policy shall prevail.

I. Application of Policy; Contact Telephone Number: This policy shall apply only to residential water service for non-payment and all existing policies and procedures shall continue to apply to commercial and industrial water service accounts. Further assistance concerning the payment of water bills and the potential establishment of the alternatives set forth in this policy to avoid discontinuation of service can be obtained by calling 818-249-3925.

II. Discontinuation of Residential Water Service for Non-Payment:

A. Rendering and Payment of Bills: Bills for water service will be rendered to each consumer on a monthly basis unless otherwise provided for in the rate schedules. Bills for service are due and payable upon presentation and become overdue and subject to discontinuation of service if not paid within sixty (60) days from the date of the bill. Payment may be made at the office, to any representative authorized to make collections or by electronic transmission if feasible. However, it is the consumer's responsibility to assure that payments are received at the specified location in a timely manner. Partial payments are not authorized unless prior approval has been received. Bills will be computed as follows:

1. Meters will be read at regular intervals for the preparation of periodic bills and as required for the preparation of opening bills, closing bills, and special bills.
2. Bills for metered service will show the meter reading for the current and previous meter reading period for which the bill is rendered, the number of units, date, and days of service for the current meter reading.
3. Billings shall be paid in legal tender of the United States of America. Notwithstanding the foregoing, the Supplier shall have the right to refuse any payment of such billings in coin.

B. Overdue Bills: The following rules apply to consumers whose bills remain unpaid for more than sixty (60) days following the invoice date:

1. Overdue Notice: If payment for a bill rendered is not made on or before the forty-fifth (45th) day following the invoice date, a notice of overdue payment (the "Overdue Notice") will be mailed to the water service customer at least seven (7) business days prior to the possible discontinuation of service date identified in the Overdue Notice. For purposes of this policy, the term "business days" shall refer to any days on

which the Supplier's office is open for business. If the consumer's address is not the address of the property to which the service is provided, the Overdue Notice must also be sent to the address of the property served, addressed to "Occupant." The Overdue Notice must contain the following:

- a) Consumer's name and address;
- b) Amount of delinquency;
- c) Date by which payment or arrangement for payment must be made in order to avoid discontinuation of service;
- d) Description of the process to apply for an extension of time to pay the amount owing (see Section III(D), below);
- e) Description of the procedure to petition for review and appeal of the bill giving rise to the delinquency (see Section IV, below); and
- f) Description of the procedure by which the consumer can request a deferred, amortized, reduced or alternative payment schedule (see Section III, below).

The Supplier may alternatively provide notice to the consumer of the impending discontinuation of service by telephone. If that notice is provided by telephone, the Supplier shall offer to provide the consumer with a copy of this policy and also offer to discuss with the consumer the options for alternative payments, as described in Section III, below, and the procedures for review and appeal of the consumer's bill, as described in Section IV, below.

2. Unable to Contact Consumer: If the Supplier is not able to contact the consumer by written notice (e.g., a mailed notice is returned as undeliverable) or by telephone, the Supplier will make a good faith effort to visit the residence and leave, or make other arrangements to place in a conspicuous location, a notice of imminent discontinuation of service for non-payment, and a copy of this Policy.

3. Late Charge: A Late Charge, as specified in the Supplier's schedule of fees and charges, shall be assessed and added to the outstanding balance on the consumer's account if the amount owing on that account is not paid before the Overdue Notice is generated.

4. Turn-Off Deadline: Payment for water service charges must be received in the Supplier's offices no later than 4:30 p.m. on the date specified in the Overdue Notice. Postmarks are not acceptable.

5. Notification of Returned Check: Upon receipt of a returned check rendered as remittance for water service or other charges, the Supplier will consider the account not paid. The Supplier will attempt to notify the consumer in person and leave a notice of termination of water service at the

premises. Water service will be disconnected if the amount of the returned check and returned check charge are not paid by the due date specified on the notice, which due date shall not be sooner than the date specified in the Overdue Notice; or if an Overdue Notice had not been previously provided, no sooner than the sixtieth (60th) day after the invoice for which payment by the returned check had been made. To redeem a returned check and to pay a returned check charge, all amounts owing must be paid by cash or certified funds.

6. Returned Check Tendered as Payment for Water Service Disconnected for Nonpayment:

a) If the check tendered and accepted as payment which resulted in restoring service to an account that had been disconnected for nonpayment is returned as non-negotiable, the Supplier may disconnect said water service upon at least three (3) calendar days' written notice. The consumer's account may only be reinstated by receipt of outstanding charges in the form of cash or certified funds. Once the consumer's account has been reinstated, the account will be flagged for a one-year period indicating the fact that a non-negotiable check was issued by the consumer.

b) If at any time during the one year period described above, the consumer's account is again disconnected for nonpayment, the Supplier may require the consumer to pay cash or certified funds to have that water service restored.

C. Conditions Prohibiting Discontinuation: The Supplier shall not discontinue residential water service if all of the following conditions are met:

1. Health Conditions – The consumer or tenant of the consumer submits certification of a primary care provider that discontinuation of water service would (i) be life threatening, or (ii) pose a serious threat to the health and safety of a person residing at the property;

2. Financial Inability – The consumer demonstrates he or she is financially unable to pay for water service within the water system's normal billing cycle. The consumer is deemed "financially unable to pay" if any member of the consumer's household is: (i) a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>); and

3. Alternative Payment Arrangements – The consumer is willing to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment, consistent with the provisions of Section III, below.

D. Process for Determination of Conditions Prohibiting Discontinuation of Service: The burden of proving compliance with the conditions described in Subdivision (C), above, is on the consumer. In order to allow the Supplier sufficient time to process any request for assistance by a consumer, the consumer is encouraged to provide the Supplier with the necessary documentation demonstrating the medical issues under Subdivision (C)(1), financial inability under Subdivision (C)(2) and willingness to enter into any alternative payment arrangement under Subdivision (C)(3) as far in advance of any proposed date for discontinuation of service as possible. Upon receipt of such documentation, the Supplier's General Manager, or his or her designee, shall review that documentation and respond to the consumer within seven (7) calendar days to either request additional information, including information relating to the feasibility of the available alternative arrangements, or to notify the consumer of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. If the Supplier has requested additional information, the consumer shall provide that requested information within five (5) calendar days of receipt of the Supplier's request. Within five (5) calendar days of its receipt of that additional information, the Supplier shall either notify the consumer in writing that the consumer does not meet the conditions under Subdivision (C), above, or notify the consumer in writing of the alternative payment arrangement, and terms thereof, under Section III, below, in which the Supplier will allow the consumer to participate. Consumers who fail to meet the conditions described in Subdivision (C), above, must pay the delinquent amount, including any penalties and other charges, owing to the Supplier within the latter to occur of: (i) two (2) business days after the date of notification from the Supplier of the Supplier's determination the consumer failed to meet those conditions; or (ii) the date of the impending service discontinuation, as specified in the Overdue Notice.

E. Special Rules for Low Income Consumers: Consumers are deemed to have a household income below 200% of the federal poverty line if: (i) any member of the customer's household is a current recipient of the following benefits: CalWORKS, CalFresh, general assistance, Medi-Cal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (ii) the consumer declares the household's annual income is less than 200% of the federal poverty level (see this link for the federal poverty levels applicable in California: <https://www.healthforcalifornia.com/covered-california/income-limits>). If a consumer demonstrates either of those circumstances, then the following apply:

1. Reconnection Fees: If service has been discontinued and is to be reconnected, then any reconnection fees during the Supplier's normal operating hours cannot exceed \$50, and reconnection fees during non-operational hours cannot exceed \$150. Those fees cannot exceed the actual cost of reconnection if that cost is less than the statutory caps. Those caps

may be adjusted annually for changes in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim metropolitan area beginning January 1, 2021.

2. Interest Waiver: The Supplier shall not impose any interest charges on delinquent bills.

F. Landlord-Tenant Scenario: The below procedures apply to individually metered detached single-family dwellings, multi-unit residential structures and mobile home parks where the property owner or manager is the customer of record and is responsible for payment of the water bill.

1. Required Notice:

a. At least 10 calendar days prior if the property is a multi-unit residential structure or mobile home park, or 7 calendar days prior if the property is a detached single-family dwelling, to the possible discontinuation of water service, the Supplier must make a good faith effort to inform the tenants/occupants at the property by written notice that the water service will be discontinued.

b. The written notice must also inform the tenants/occupants that they have the right to become customers to whom the service will be billed (see Subdivision 2, below), without having to pay any of the then delinquent amounts.

2. Tenants/Occupants Becoming Customers:

a. The Supplier is not required to make service available to the tenants/occupants unless each tenant/occupant agrees to the terms and conditions for service and meets the Supplier's requirements and rules.

b. However, if (i) one or more of the tenants/occupants assumes responsibility for subsequent charges to the account to the Supplier's satisfaction, or (ii) there is a physical means to selectively discontinue service to those tenants/occupants who have not met the Supplier's requirements, then the Supplier may make service available only to those tenants/occupants who have met the requirements.

c. If prior service for a particular length of time is a condition to establish credit with the Supplier, then residence at the property and proof of prompt payment of rent for that length of time, to the Supplier's satisfaction, is a satisfactory equivalent.

d. If a tenant/occupant becomes a customer of the Supplier and the tenant's/occupant's rent payments include charges for residential water

service where those charges are not separately stated, the tenant/occupant may deduct from future rent payments all reasonable charges paid to the Supplier during the prior payment period.

III. Alternative Payment Arrangements: For any consumer who meets the three conditions under Section II(C), above, in accordance with the process set forth in Section II(D), above, the Supplier shall offer the consumer one or more of the following alternative payment arrangements, to be selected by the Supplier in its discretion: (i) amortization of the unpaid balance under Subdivision (A), below; (ii) alternative payment schedule under Subdivision (B), below; (iii) partial or full reduction of unpaid balance under Subdivision (C), below; or (iv) temporary deferral of payment under Subdivision (D), below. The General Manager, or his or her designee, shall, in the exercise of reasonable discretion, select the most appropriate alternative payment arrangement after reviewing the information and documentation provided by the consumer and taking into consideration the consumer's financial situation and Supplier's payment needs.

A. Amortization: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an amortization plan on the following terms:

1. Term: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may apply an amortization term of longer than twelve (12) months to avoid undue hardship on the consumer. The unpaid balance, together with the applicable administrative fee and any interest to be applied, shall be divided by the number of months in the amortization period and that amount shall be added each month to the consumer's ongoing monthly bills for water service.

2. Administrative Fee; Interest: For any approved amortization plan, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the plan. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be amortized under this Subsection A.

3. Compliance with Plan: The consumer must comply with the amortization plan and remain current as charges accrue in each subsequent billing period. The consumer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Where the consumer fails to comply with the terms of the amortization plan for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more,

the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

B. Alternative Payment Schedule: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, enter into an alternative payment schedule for the unpaid balance in accordance with the following:

1. Repayment Period: The consumer shall pay the unpaid balance, with the administrative fee and interest as specified in Subdivision (2), below, over a period not to exceed twelve (12) months, as determined by the General Manager or his or her designee; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may extend the repayment period for longer than twelve (12) months to avoid undue hardship on the consumer.

2. Administrative Fee; Interest: For any approved alternative payment schedule, the consumer will be charged an administrative fee, in the amount established by the Supplier from time to time, representing the cost of initiating and administering the schedule. At the discretion of the General Manager or his or her designee, interest at an annual rate not to exceed eight percent (8%) shall be applied to any amounts to be paid under this Subsection B.

3. Schedule: After consulting with the consumer and considering the consumer's financial limitations, the General Manager or his or her designee shall develop an alternative payment schedule to be agreed upon with the consumer. That alternative schedule may provide for periodic lump sum payments that do not coincide with the established payment date, may provide for payments to be made more frequently than monthly, or may provide that payments be made less frequently than monthly, provided that in all cases, subject to Subdivision (1), above, the unpaid balance and administrative fee shall be paid in full within twelve (12) months of establishment of the payment schedule. The agreed upon schedule shall be set forth in writing and be provided to the consumer.

4. Compliance with Plan: The consumer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The consumer may not request a longer payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. Where the consumer fails to comply with the terms of the agreed upon schedule for sixty (60) calendar days or more, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the Supplier may

discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

C. Reduction of Unpaid Balance: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, receive a reduction of the unpaid balance owed by the consumer, not to exceed thirty percent (30%) of that balance without approval of and action by the Board of Directors; provided that any such reduction shall be funded from a source that does not result in additional charges being imposed on other customers. The proportion of any reduction shall be determined by the consumer's financial need, the Supplier's financial condition and needs and the availability of funds to offset the reduction of the consumer's unpaid balance.

1. Repayment Period: The consumer shall pay the reduced balance by the due date determined by the General Manager or his or her designee, which date (the "Reduced Payment Date") shall be at least fifteen (15) calendar days after the effective date of the reduction of the unpaid balance.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Reduced Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the reduced payment amount within sixty (60) calendar days after the Reduced Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

D. Temporary Deferral of Payment: Any consumer who is unable to pay for water service within the normal payment period and meets the three conditions under Section II(C), above, as the Supplier shall confirm, may, if the Supplier has selected this alternative, have payment of the unpaid balance temporarily deferred for a period of up to six (6) months after the payment is due. The Supplier shall determine, in its discretion, how long of a deferral shall be provided to the consumer.

1. Repayment Period: The consumer shall pay the unpaid balance by the deferral date (the "Deferred Payment Date") determined by the General Manager or his or her designee. The Deferral Payment Date shall be within twelve (12) months from the date the unpaid balance became delinquent; provided, however, that the General Manager or his or her designee, in their reasonable discretion, may establish a Deferred Payment Date beyond that twelve (12) month period to avoid undue hardship on the consumer.

2. Compliance with Reduced Payment Date: The consumer must pay the reduced balance on or before the Deferred Payment Date, and must remain current in paying in full any charges that accrue in each subsequent billing period. If the consumer fails to pay the unpaid payment amount within sixty (60) calendar days after the Deferred Payment Date, or fails to pay the consumer's current service charges for sixty (60) calendar days or more, the Supplier may discontinue water service to the consumer's property at least five (5) business days after posting at the consumer's residence a final notice of its intent to discontinue service.

IV. Appeals: The procedure to be used to appeal the amount set forth in any bill for residential water service is set forth below. A consumer shall be limited to three (3) unsuccessful appeals in any twelve (12) month period and if that limit has been reached, the Supplier is not required to consider any subsequent appeals commenced by or on behalf of that consumer.

A. Initial Appeal: Within ten (10) days of receipt of the bill for water service, the consumer has a right to initiate an appeal or review of any bill or charge. Such request must be made in writing and be delivered to the Supplier's office. For so long as the consumer's appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

B. Overdue Notice Appeal: In addition to the appeal rights provided under Subsection A, above, any consumer who receives an Overdue Notice may request an appeal or review of the bill to which the Overdue Notice relates at least five business (5) days after the date of the Overdue Notice if the consumer alleges the bill is in error with respect to the quantity of water consumption set forth on that bill; provided, however, that no such appeal or review rights shall apply to any bill for which an appeal or request for review under Subsection A, above, has been made. Any appeal or request for review under this Subsection B must be in writing and must include documentation supporting the appeal or the reason for the review. The request for an appeal or review must be delivered to the Supplier's office within that five (5) business day period. For so long as the consumer's appeal and any resulting investigation is pending, the Supplier cannot discontinue water service to the consumer.

C. Appeal Hearing: Following receipt of a request for an appeal or review under Subsections A or B, above, a hearing date shall be promptly set before the General Manager, or his or her designee (the "Hearing Officer"). After evaluation of the evidence provided by the consumer and the information on file with the Supplier concerning the water charges in question, the Hearing Officer shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing consumer with a brief written summary of the decision.

1. If water charges are determined to be incorrect, the Supplier will provide a corrected invoice and payment of the revised charges will be due within ten (10) calendar days of the invoice date for revised charges. If the revised charges remain unpaid for more than sixty (60) calendar days after

the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above. Water service will only be restored upon full payment of all outstanding water charges, fees, and any and all applicable reconnection charges.

2. (a) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the Hearing Officer's decision is rendered. At the time the Hearing Officer's decision is rendered, the consumer will be advised of the right to further appeal before the Board of Directors. Any such appeal must be filed in writing within seven (7) calendar days after the Hearing Officer's decision is rendered if the appeal or review is an initial appeal under Subdivision A above, or within three (3) calendar days if the appeal or review is an Overdue Notice appeal under Subdivision B, above. The appeal hearing will occur at the next regular meeting of the Board of Directors, unless the consumer and Supplier agree to a later date.

(b) For an initial appeal under Subdivision A, above, if the consumer does not timely appeal to the Board of Directors, the water charges in question shall be immediately due and payable. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the Supplier shall provide with the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer's property.

(c) For an Overdue Notice appeal under Subdivision B, above, if the consumer does not timely appeal to the Board of Directors, then water service to the subject property may be discontinued on written or telephonic notice to the consumer to be given at least twenty-four (24) hours after the latter to occur of: (i) expiration of the original sixty (60) calendar day notice period set forth in the Overdue Notice; or (ii) the expiration of the appeal period.

3. When a hearing before the Board of Directors is requested, such request shall be made in writing and delivered to the Supplier at its office. The consumer will be required to personally appear before the Board and present evidence and reasons as to why the water charges on the bill in question are not accurate. The Board shall evaluate the evidence presented by the consumer, as well as the information on file with the Supplier concerning the water charges in question, and render a decision as to the accuracy of said charges.

a) If the Board finds the water charges in question are incorrect, the consumer will be invoiced for the revised charges. If the revised

charges remain unpaid for more than sixty (60) calendar days after the corrected invoice is provided, water service will be disconnected, on the next regular working day after expiration of that sixty (60) calendar day period; provided that the Supplier shall provide the consumer with the Overdue Notice in accordance with Section II(B)(1), above. Water service will be restored only after outstanding water charges and any and all applicable reconnection charges are paid in full.

b) If the water charges in question are determined to be correct, the water charges are due and payable within two (2) business days after the decision of the Board is rendered. In the event the charges are not paid in full within sixty (60) calendar days after the original billing date, then the Supplier shall provide with the Overdue Notice in accordance with Section II(B)(1), above, and may proceed in potentially discontinuing service to the consumer's property.

c) Any overcharges will be reflected as a credit on the next regular bill to the consumer, or refunded directly to the consumer, at the sole discretion of the Board.

d) Water service to any consumer shall not be discontinued at any time during which the consumer's appeal to the Supplier or its Board of Directors is pending.

e) The Board's decision is final and binding.

V. Restoration of Service: In order to resume or continue service that has been discontinued due to non-payment, the consumer must pay a security deposit and a Reconnection Fee established by the Supplier, subject to the limitation set forth in Section II(E)(1), above. The Supplier will endeavor to make such reconnection as soon as practicable as a convenience to the consumer. The Supplier shall make the reconnection no later than the end of the next regular working day following the consumer's request and payment of any applicable Reconnection Fee.

APPENDIX C
CRESCENTA VALLEY WATER
DISTRICT
MISCELLANEOUS CHARGES AND
DISTRICT FORMS

CRESCENTA VALLEY WATER DISTRICT

APPENDIX C

MISCELLANEOUS CHARGES AND DISTRICT FORMS

New Account Fee	\$40.00 – during office hours \$60.00 – after office hours or weekends
Deposit Fee [Per Article 7.02.C]	\$100.00
Automatic Payment Fee	\$0.25/Transaction
Late Charge [Per Article 8.04.D]	\$25.00
Reconnection Charge [Per Article 8.03.F(1)]	\$75 0.00 - during office hours \$125.00 - after office hours or weekends \$50.00 - plus cost of new lock and District labor and materials to repair damage for unauthorized turn-on.
Returned Check Charge [Per Article 8.03.F(2)]	\$35.00
Meter Test Charge [Per Article 8.03.F(3)]	\$50.00
Pulled Meter Charge [Per article 8.03.F(4)]	\$50.00
Unauthorized Water Use [Per Article 8.03.F(5)]	\$1,000.00
Turn off at Main [Per Article 8.03.F(6)]	Actual cost to District
Plan Check Fees [Per Article 11.01.D]	Parcel Maps \$100.00 Subdivisions of 1 to 9 \$200.00 Parcels or dwelling units 10 - 19 units \$300.00 20 or more units \$400.00
Fire Hydrant Test Fee [Per Article 11.13.C]	\$300.00

Installation of Water Services [Per Article 7.05A]:

The applicant will be charged an amount estimated to be the actual costs to the District of the installation and material for a service connection. An initial deposit will be required with a final payment or credit due upon completion.

Damaged Water Service Lateral Replacement [Per Article 8.02 I]

Prorated to remaining 50-year service life

Minimum Charge: \$500.00

Copies of District Records [Per Article 11.01] \$0.15/page after first ten pages*

*Members of the public are entitled to a maximum of ten (10) pages copied within any 60-day period at no charge.

Other Charges:

Where the District determines that a charge is appropriate for a particular service provided, which charge is not specified herein, the General Manager shall determine the amount to be charged the Customer.

NOTICE OF PAYMENT DELINQUENCY AND IMPENDING DISCONTINUATION
WATER SERVICE TO BE TURNED OFF
10-Day Notification

Date of Notice _____
Date of Turn-Off _____
Address of Service Termination _____

Customer Name: _____
Account Number: _____
Customer Address: _____

Amount of Delinquency: _____
Late Charge: _____
Account's Total Outstanding Balance: _____

Water service to the service address stated above is scheduled to be discontinued on the date of turn-off stated above (the "Turn-Off Date") for non-payment. To avoid the loss of water service, you must do one of the following before Turn-Off Date: (a) pay the delinquent amount, including any late fees and other charges, in full on or before _____ p.m. on the Turn-Off Date; (b) if you are a tenant and your landlord has failed to pay the water bill, you can become a customer responsible for the account going forward if you follow the steps described below; or (c) make an alternative payment arrangement as set forth below.

Tenant Occupants (applicable only to residential tenants):

To avoid the loss of water service as a tenant, you must contact your landlord, property manager or property owner regarding payment of the water bill.

Also, as a tenant you have a right to become a customer responsible for the account. However, if you do this you will become responsible for all future billings for the water used at this property. If you meet our requirements to become a new customer and agree to comply with our rules and regulations, which may include the payment of a deposit, the water service will be continued without requiring you to pay the current outstanding balance.

Please call our customer service representative at _____ to learn how to continue water service at your address, receive an estimated monthly cost of water service and obtain our office address, where you can speak to a customer service representative in person.

Requesting Extension or Alternative Payment Arrangement:

As a consumer, you have the right to request alternative payment arrangements regarding the current account balance, which will be granted at our discretion. To qualify for alternative payment arrangements, you must provide proof of meeting **all three** of the following requirements prior to the Turn-Off Date:

- (1) **Health Conditions** – you must provide certification from a primary care provider that discontinuation of water service would be life-threatening to, or pose a serious threat to the health and safety of, any person who lives at the property;
- (2) **Financial Inability** – you must demonstrate you are financially unable to pay by: (a) presenting a document that shows any member of your household is a current recipient of one of the following benefits: CalWORKS, CalFresh, general assistance, MediCal, SSI/State Supplementary Payment Program or California Special Supplemental Nutrition Program for Women, Infants and Children; or (b) declaring that your household's annual income is less than 200% of the federal poverty level; and

- (3) **Alternative Payment Arrangements** – you must indicate your willingness to enter into an amortization agreement, alternative payment schedule or a plan for deferred or reduced payment.

Documentation must be submitted to our office. To allow sufficient time for processing requests for alternative payments, you should return all required documentation as soon as possible.

Upon timely receipt of proof of qualification and after confirmation thereof, we will promptly contact you to request any necessary additional information or to notify you of the alternative payment arrangement, and corresponding terms, for which you are selected to participate. Possible alternative payment arrangements that we may select, in our sole discretion, include: (1) amortization of the unpaid balance; (2) alternative payment schedules; (3) partial or full reduction of unpaid balance; or (4) temporary deferral of payment.

Bill Review and Appeal Process:

If no prior appeal or request for review of a bill has been made, you may request an appeal or review of the bill to which this notice relates if you allege the bill is in error with respect to the quantity of water consumption set forth on that bill. Appeals and requests for review must be in writing and must include documentation supporting the appeal or reason for review. All appeals or requests for review must be delivered to our office within five (5) business days of the date of this notice.

Upon receipt of an appeal or request for review, our General Manager or his or her designee will render a decision as to the accuracy of the water charges and provide you with a written summary of the decision. If charges are found to be incorrect, a corrected invoice will be issued and payment of revised charges will be due within ten (10) calendar days of the revised invoice date. Charges determined to be correct are due and payable two (2) business days after the General Manager's or designee's decision is rendered. You may appeal that decision to our Board of Directors. To file an appeal before the Board of Directors, you must file such appeal in writing and deliver it to our office within seven (7) calendar days after the General Manager's or designee's initial decision is rendered. This subsequent appeal will be heard at the next regular meeting of the Board of Directors, unless a later date is agreed upon.

A hard-copy of our Policy on Discontinuation of Residential Water Service for Non-Payment is available upon request. It is also available electronically at _____.com.

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

To: Honorable President and Members of the Board of Directors
From: Nem Ochoa, P.E. – General Manager
Subject: Roadmap Discussion

Action Item No. 5
January 28, 2020

ACTION ITEM:

Review and provide comments to Roadmap schedule

BACKGROUND:

CVWD's Board and Staff recently hosted a workshop that was open to the public to discuss a conceptual plan called the Roadmap. This conceptual plan addresses 3 main issues:

- Aging Infrastructure
- Rising Operational and Maintenance Costs
- Customer Engagement and Trust

By addressing these issues, CVWD can continue fulfilling its mission and ultimately actualize its vision statement:

“Secure sustainable water supplies and ensure infrastructure reliability, while furthering our commitment to accountability, transparency, and cost-effectiveness.”

Consequently, by implementing the Roadmap, CVWD will be able to reliably serve current and future customers in a financially equitable and sustainable manner.

DISCUSSION:

The Roadmap schedule highlights important milestones that enable discussion and decision-making on critical components of the Roadmap. The schedule is solely a tool that provides board and staff guidance on specific dates on which deliverables, meetings, and decisions will need to occur.

RECOMMENDATION:

Review and provide comments to the Roadmap schedule.

ENVIRONMENTAL REVIEW:

Not applicable

FUNDING AVAILABILITY:

Not applicable.

Submitted by:



Nem Ochoa, P.E.
General Manager

Attachments:

1. Roadmap Schedule

Written Communication
Received: December 19, 2019
From: Marilyn Tyler
Re: Public Engagement

December 19, 2019 - Finance Com. - Starting Points for Public Engagement (1 page)

To: CVWD Finance Committee (Director Putnam, Director Tejeda,
Nem Ochoa, James Lee, Arturo (sorry - last name?))
From: Marilyn Tyler
Subject: Some Possible Starting Points for Public Engagement (1 page)

Thank you for the warm welcome at the December 17, 2019 CVWD Finance Committee meeting. I'm following up with some starting points for possible approaches to increase public engagement, including more details on the Citrus Heights Water District / Customer Advisory Committee mentioned by Director Tejeda. The approaches below are not mutually exclusive.

1. CITRUS HEIGHTS WATER DISTRICT / CUSTOMER ADVISORY COMMITTEE
(chwd.org/customer-advisory-committee/)

Summary: At the Fall 2019 ACWA Conference, one candidate for the ACWA's "Huell Howser Best In Blue Award" was the Citrus Heights Water District's "Project 2030 Water Main Replacement Project" which utilized a Customer Advisory Committee (see video of "Best In Blue Award" candidates at www.acwa.com/resources/acwa-2019-fall-conference-presentations/, also at chwd.org/videos/project-2030-december-3-acwa-conference-video/).

CHWD's Project 2030 Customer Advisory Committee was established in 2018 and projected to run for 18 months. This was a highly structured, well-organized effort with clearly defined goals, as can be seen by reviewing the extensive material at chwd.org/customer-advisory-committee/.

2. ACWA SPRING AND FALL CONFERENCE PRESENTATIONS
(www.acwa.com/resources/)

Summary: Presentations at the ACWA Spring and Fall Conferences provide a variety of approaches tried to engage the community, from social media approaches to face-to-face encounters.

Regarding the latter, I especially liked the presentation by RAFTELIS at the ACWA Spring 2019 Conference entitled "Getting To Yes: Communication Strategies to Gain Support for Rate Changes." The second to last page in the RAFTELIS presentation is entitled "Public meetings vs. Public open houses" and states: "Public meetings - Painful and Ineffective - Traditional public meetings with a presentation and public comment period frustrate customers, policymakers and staff. Public open houses - Efficient and Helpful - Open Houses provide an efficient, interactive way for consumers to ask questions about their concerns and provide feedback to policymakers."

CONCLUSION: My bias is that CVWD not rely solely on social media to engage the community. I believe that currently many in the community distrust CVWD, and I believe the best way to increase trust is by face-to-face encounters where community members are really treated as equals (not talked down to), and where their concerns are honestly listened to with a sincere desire to understand. That's what works in personal relationships, and I believe that is what will work between CVWD and the community.

Written Communication
Received: January 16,2019
From: Ted Baumgart
Re: Compliments to the crew

Pam Leddy

From: ted baumgart <tedtreegarden@gmail.com>
Sent: Thursday, January 16, 2020 12:38 PM
To: customerservice
Subject: Compliments to the crew

Dear CVWD,

My compliments to the crew out in front of our house today (2425 Mountain Ave). Headed up by Jake, he and everyone on the crew have been courteous, attentive, efficient, aware, professional, friendly, and organized. They have great equipment too I might add. They are installing a new lateral from the main and a new shutoff valve servicing our neighbors across the street. I am a fan of CVWD, a founding member of our historical society, worked with our town council long ago for many years. I know the Ericksons as would anyone living in this community since 1977.

Compliments to the crew, they appreciate working for you, take good care of them!

Sincerely,
Ted Baumgart
2425 fountain Avenue,
La Crescenta, CA 91214

baumgartstudio @charter.net

818-957-1071

Written Communication
Received: January 16, 2019
From: Patricia Faieta
Re: Wayne Boyce

From: Wendy Holloway <wholloway@cvwd.com>
Sent: Thursday, January 16, 2020 3:38 PM
To: Dennis Maxwell <dmaxwell@cvwd.com>; Nem Ochoa <nochoa@cvwd.com>; James Lee <JLee@cvwd.com>
Cc: Wayne Boyce <WBoyce@cvwd.com>; Kellen Boyce <KBoyce@cvwd.com>
Subject: Wayne Boyce
Importance: High

The customer from 2430 Orange Avenue, Patricia Faieta just called to tell us to let us know that we have a wonderful, professional, very kind young man working for us. She said Wayne came to the door to let her know we would be working on the lateral in front of her property tomorrow. He explained to her all that we will be doing. She was very pleased to have talked to him, and said that we should have more young men like that in the world! Thank you Wayne!!!



Wendy Holloway
Customer Service Manager

Crescenta Valley Water District
2700 Foothill Blvd. La Crescenta, CA 91214

office 818·248·3925 | direct 818·236·4108
 | fax 818·248·1659



www.cvwd.com

CRESCENTA VALLEY WATER DISTRICT

General Manager Report

GM Report

January 28, 2020

To: Honorable President and Members of the Board of Directors
From: Nem Ochoa, General Manager
Subject: **General Manager Report**

General Managers Report Topics:

- GM Activities

The following are some highlights in this month's report:

- Roadmap Workshop
- Sheriff Station Fund Raiser
- ACWA JPIA Training – Generations
- Recent Cost-Efficiency Measures

STAFFING

Four (4) employees have work anniversaries in January: Joe Huerta – 34 years, Dave Spain – 33 years, David Rawlings – 8 years, James Lee – 3 years.

As of January 24th the District has gone 66 days without a lost time accident.

GENERAL MANAGER ACTIVITIES

Meetings:

FMWD Managers Meeting	- January 15 th
Town Council Meeting	- January 16 th
Board Workshop	- January 24 th
Clean Power Alliance Meeting	- January 24 th
Management staff meeting	- January 21 st , January 27 th

Submitted by:



Nem Ochoa
General Manager

**Crescenta Valley Water District
Directors' Stipend/Reimbursement Report
December 2019**

Name	Meeting Date	Meeting/ Event	Items Discussed	Meeting Compensation
Director Bodnar				\$ -
Director Erickson	12/10/19	Board Meeting		\$ 90.00
Director Putnam	12/10/19	Board Meeting		\$ 90.00
	12/17/19	Finance Committee		\$ 90.00
Director Raghavachary	12/10/19	Board Meeting		\$ 90.00
Director Tejeda	12/10/19	Board Meeting		\$ 90.00
	12/17/19	Finance Committee		\$ 90.00