

CRESCENTA VALLEY WATER DISTRICT

**2700 Foothill Boulevard
La Crescenta, California**

**Agenda for the
Regular Meeting of the Board of Directors
of the Crescenta Valley Water District
to be held on Tuesday, March 14, 2023, at 7:00 p.m.**

Posted: Friday, March 10, 2023 at 4:30 p.m.

This meeting will be conducted in person at the addresses listed above. Members of the public may also participate virtually by using a touchtone phone. You may select any of the following phone numbers (there are more than one for increased reliability during this time of increased phone traffic)

(669) 900-6833

(346) 248-7799

(929) 205-6099

(253) 215-8782

(301) 715-8592

(312) 626-6799

Then, enter Access Code: 838 2621 4966

Those members of the public who are able to and would like to additionally participate through computer may access the Zoom audio & video conferencing tool available at the following link:

<https://us02web.zoom.us/j/83826214966>

If there is a disruption of service, this meeting will continue without remote participation. The remote participation option is provided as a convenience to the public and is not required.

Public comment may be made either by emailing comments ahead of the meeting or by speaking over the phone. Emailed comments will be sent to the Board of Directors prior to the meeting and posted on the District's website. Comments may be sent to Christy Colby, Regulatory and Public Affairs Manager, at (818) 248-3925 or customerservice@cvwd.com by 3pm on March 14, 2023.

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by contacting the District by phone or in writing at the above email address. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that District staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the District to provide the requested accommodation.

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 and posted on the District's website.

Call to Order and Determination of Quorum

Pledge of Allegiance

Adoption of Agenda

Public Comments

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. Under the provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda, except under certain circumstances.

Foothill Municipal Water District Report

1. Report on activities at Foothill Municipal Water District.

Consent Calendar

1. Consideration and approval of the Minutes of the Adjourned Regular Board Meeting on February 28, 2023.

Action Calendar

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

1. **Policies & Procedures for Commercial Facilities Located on District Properties (Cellular Site Leases)** – Consideration and possible motion to approve the amended “Policies & Procedures” for cell tower lease revenues based on Board input.

Information Items

Written Communications to District/Board of Directors

General Manager’s Report

Attorney Report

Reports of Committees

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

Directors’ Oral Reports – Reports on issues, meetings, or activities attended by Directors.

Board Members’ Request for Future Agenda Items

Closed Session

Adjournment



CRESCENTA VALLEY WATER DISTRICT REGULAR MEETING, BOARD OF DIRECTORS

February 28, 2023

Pursuant to the order of the Board of Directors of the Crescenta Valley Water District made at the Regular Meeting on February 14, 2023, an Adjourned Regular Meeting was held on February 28, 2023, at 7:00 p.m. at the District office at 2700 Foothill Blvd., La Crescenta, California and through audio and video conference. A call-in number was clearly noted on the meeting Agenda, posted in accordance with the Brown Act, due to the COVID-19 pandemic, with President Sharon Raghavachary presiding.

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

Directors:

**James D. Bodnar
Kerry D. Erickson
Jeffery W. Johnson
Sharon S. Raghavachary
Judy L. Tejada**

Attorney:

Thomas Bunn

General Manager:

Nem Ochoa

Director of Finance & Administration:

James Lee

**Interim Director of Engineering
and Operations:**

Brook Yared

Staff Members:

**Arturo Montes, Finance & Administration Manager
Christy Colby, Regulatory & Public Affairs Manager
Kellen Boyce, System Operations Manager
Darlene Telles, Operations & Maintenance Manager
Tessa Allmon, Customer Service Lead
Adam Sutphin, Analyst
Pam Leddy, Administrative Assistant**

Guests:

**Frank Colcord, Foothill Municipal Water District
Rick Paniagua, ATS Communications
Kevin Kroeker**

PLEDGE OF ALLEGIANCE

Mr. Montes opened the meeting by leading the Directors and staff in reciting the Pledge of Allegiance.

ADOPTION OF AGENDA

It was moved by Director Bodnar, seconded by Director Tejeda, and carried by a 5-0 vote that the Agenda for the Adjourned Regular Meeting of February 28, 2023, be adopted as presented.

PUBLIC COMMENTS – None

FOOTHILL MUNICIPAL WATER DISTRICT REPORT – Mr. Colcord announced that FMWD will return to in-person Board meetings. Mr. Colcord stated that FMWD has not taken any actions to change the conservation level and plans to see what action, if any, is taken by Metropolitan Water District (MWD) before making any decisions. Mr. Colcord provided two (2) handouts from MWD on the facts and talking points about the Colorado River conservation proposal..

CONSENT CALENDAR

It was moved by Director Erickson, seconded by Director Bodnar, and carried by a 5-0 vote to approve the Minutes of the Regular Board Meeting held on February 14, 2023 and to ratify the disbursements for January 2023 which consisted of:

Payment of demands against the Crescenta Valley Water District on or before January 2023, the same having been approved by the General Manager, and heretofore paid, are to be ratified and approved subject to audit, in the aggregate sum of Eight-Hundred and Seventy-Five Thousand, Five-Hundred and Eight Dollars and Seventy-Four Cents (\$875,508.74), which is composed of the individual items set forth herein.

ACTION CALENDAR

Appeal of High Water Bill at 5048 Humphrey Way – Mr. Lee reported that Lynn Miyamoto and Kevin Kroeker, the owners of the property located at 5311 Ramsdell, received a door hanger alerting them to a significant leak at 2.5 gallons/minute based on Customer Service's protocol to identify and follow up on potential leaks. Mr. Lee shared that the homeowners fixed the leak within a few days and have received a one-time relief for their bill for the maximum amount of \$300.00. Mr. Kroeker subsequently inquired whether further relief was possible. Staff re-calculated the bill in question charging the Tier 2 rate as opposed to the Tier 3 rate for all of the usage over the average consumption of 21 units for the mid-October to mid-December bi-monthly billing.

Following discussion:

It was moved by Director Erickson, seconded by Director Johnson, and carried by a 5-0 vote to apply the calculation adjustment for the subject bill and the subsequent bill.

Policies & Procedures for Commercial Facilities Located on District Properties (Cellular Site Leases)

Mr. Lee stated that as an objective in the 2022 Strategic Plan Update to identify *Cost-Recovery or Cost-Saving Measures*, the District pursued the development of new sources of revenue by leasing various sites to cellular companies. Last year, the District retained ATS Communications to evaluate and market the District's various sites, and the first step is to develop the District's Policies & Procedures which would hold cellular companies and their subcontractors to appropriate standards in the interest of the District. Mr. Lee said that staff shared a summary of the updates with the Finance and Technology Committees and the Board during the month of February. Mr. Lee presented the amended document for reference, including the

highlighted changes. Mr. Paniaqua from ATS Communications was available to answer any questions. The final version will be brought back before the Board at the March 14, 2023 Board meeting.

Public Outreach Plan to Support Funding for Long-Term Infrastructure Reliability – Ms. Colby stated that staff is continuing program diligence for long-term infrastructure reliability by placing a capital charge on the property roll for partial funding of the District’s pipeline replacements. Ms. Colby presented a proposed public outreach plan to provide awareness and education to the community which includes newspaper ads, social media, fact sheets, and both virtual and in-person meetings. Ms. Colby provided a timeline to facilitate the process of education, notifications, and Prop 218 procedures.

INFORMATION ITEMS – None

WRITTEN COMMUNICATIONS TO DISTRICT – None

GENERAL MANAGER – Mr. Ochoa announced that CVWD will begin soliciting applications for the High School Student Career Development and Leadership Program. Mr. Ochoa shared that CVWD supervisors, leads, and managers are participating in a newly formed group for monthly lunch meetings. Mr. Ochoa said that group entitled “LiNK” (Lead, Inspire, & Nourish through Knowledge and Kinship) will share experiences that have helped them to lead and/or inspire others. Ms. Telles provided highlights of the Field Maintenance and Operations Report, Mr. Lee provided highlights of the Finance, Administration & Public Outreach Report for the month of January.

ATTORNEY REPORT – Mr. Bunn announced that Governor Newsom has declared the end of the State of Emergency for the State of California regarding COVID-19. Mr. Bunn gave a brief introduction of AB 2499 that adds a few exemptions for attending public meetings remotely.

REPORTS OF COMMITTEES

Engineering Committee – Director Erickson reported that the Committee had not met; however, a meeting is scheduled on March 1, 2023.

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

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

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

Community Relations/Water Conservation Committee – Director Johnson reported that the Committee had met on February 27, 2023. 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 Raghavachary reported that the Committee had not met; however, a meeting will be scheduled as needed.

Technology Committee – Director Bodnar reported that the Committee had met on February 23. A will be scheduled as needed.

DIRECTORS' ORAL REPORTS

Director Bodnar – reported that he hiked Mt. Lukens following the storms and enjoyed the sights of snowfall.

Director Erickson – reported that the rain gauge at his home filled over the 6.5” capacity limit over the weekend.

Director Johnson – expressed his appreciation to staff for the education he received regarding CVWD business operations during his meet-and-greet orientation on February 15, 2023.

Director Raghavachary – expressed the importance of continued messaging on the long-term and short-term drought.

Director Tejeda – No report

BOARD MEMBERS REQUESTS FOR FUTURE AGENDA ITEMS – None

CLOSED SESSION – None

ADJOURNMENT

There being no other business to come before the Board, at 8:19 p.m., the meeting was adjourned to March 14, 2023, at 7:00 p.m.

APPROVED

Sharon S. Raghavachary
President

James Lee
Director of Finance & Administration

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

Action Item No. 1
March 14, 2023

To: Honorable President and Members of the Board of Directors
From: James Lee – Director of Finance & Administration
Subject: **Policies & Procedures for Commercial Facilities Located on District Properties
(Cellular Site Leases)**

ACTION ITEM:

Consideration and possible motion to approve the amended “Policies & Procedures” for cell tower lease revenues based on Board input.

BACKGROUND:

An objective in the 2022 Strategic Plan Update is *Identify Cost-Recovery or Cost-Saving Measures*. Developing new sources of revenue supports the District by mitigating fluctuations in revenue. Leasing various sites to cellular companies as a source of passive income has become a common practice, particularly with water agencies whose reservoirs pose ideal sites. Additionally, cell sites provide a public service in terms of increased cell service in an area with limited coverage/reception (including the District’s own field operations), operational resiliency for emergency and first responder services such as the District’s, more cost-efficient use of public assets, and potential cost savings for those customers who are able to stop service for their phone landlines.

The first step in pursuing these benefits is developing “Policies & Procedures”, which would hold cellular companies and their subcontractors to appropriate standards in the interest of the District. The District has incorporated the Board’s various considerations over the last year in conjunction with ATS Communications, who the District has retained to evaluate and market the District’s various sites. With approval of the Policies & Procedures, ATS Communications will be able to commence marketing the District’s sites to cellular carriers to secure leases that provide passive income and additional coverage for the service area.

The document has been reviewed by legal counsel, and Mr. Tony Ingegneri of ATS Communications will be available as a resource for the Board for this discussion.

RECOMMENDATION

Staff recommends that the Board approve the amended “Policies & Procedures” for cell tower leases.

Prepared by:

Submitted by:



Arturo Montes
Finance & Administration Manager



James Lee
Director of Finance & Administration

Attachment(s):

1. Amended Policies & Procedures



Communication Facilities License Program
Policy and Procedures
for
Communication Facilities Licenses
located on
Crescenta Valley Water District Properties
March 14, 2023

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Appendix B:	Amendment to Communication Facilities License Agreement Template
Appendix C:	Application Form
Appendix D:	Fee Schedule
Appendix E:	Signature Block and Equipment Table Samples
Appendix F:	Construction Notes, General Notes, Plan Notes & Requirements

1. Introduction

Crescenta Valley Water District (“District”) is a local, independent county water district, operating pursuant to the County Water District Law, Division 12, sections 30000 et seq. of the California Water Code. Because a wide range of general and special acts exist under California state law, water special districts are governed by a large number of distinct statutory authorizations, which allows the District to provide designated water services. Members of the District’s five-member governing body, its “Board of Directors,” are directly elected by the voters for a fixed term of four years and are responsible for setting policy and decision-making. Legally a political subdivision of the state, the District operates in an open and public environment. The District’s mission is to provide its customers reliable, high-quality water services in a fiscally sustainable manner.

Ancillary to this directive, the District desires to grant licenses to approved applicants to construct and operate a wireless communication facilities (“Communication Facility”), as governed by the Federal Communication Commission’s (“FCC”) requirements, on approved sites located on the District’s various properties where feasible and compatible with the District’s facilities or operations. **The wireless facilities are considered a benefit to the community and must not interfere with the use or operations at any District property where a Communication Facilities may be installed under this Program, pursuant to the FCC’s requirements.**

The District has developed this Program Procedures and Guidelines for Communication Facilities Licenses (“Program”) to define, explain, and set forth the policies, terms, conditions, and requirements for granting a communication license (“License”) and approving licensee improvements for the construction, installation, operation, and maintenance of an unmanned communication facilities at an approved site on District property.

Under this Program, the District will maximize additional revenues from wireless communication companies while protecting District operational needs, allowing flexibility for changes-in-use at its facilities, and assuring safety at the facility sites.

The terms and requirements set forth in this Program shall apply to all licenses and arrangements for an unmanned communication facility on District property and is to be followed by all current licensees that have been granted a License or an amendment to a License under this Program (“Licensee”). All applications for new Communication Facilities, or amendments or changes to existing Communication Facility arrangements, shall comply with the terms outlined in this

Program, including the application procedures and guidelines for completing work or modifications in Section 5 of this Program (Application/Project Processing Guidelines).

References to words in this Program importing the singular shall include the plural and *vice versa*.

References to the words “applicant” or “Applicant” in this Program may mean either a new applicant or an existing Licensee applying for new work or modifications to a Communication Facility at an existing District site, as the case may be.

References to the capitalized terms “License Agreement” or “Amendment” mean the general and terms in any proposed license agreement template or form of amendment (identified in Section 2) that will be provided to applicant during the application process, unless a finalized version of the proposed form of agreement or amendment has been fully executed by all parties, and approved by the District’s Board of Directors in accordance with requirements in subsection 3 of Section 2 below.

This Program may be amended from time to time with the approval of the District’s Board of Directors at a properly noticed public meeting. District will provide written notice to Licensee in advance of any proposed revision to this Program. However, it is the responsibility of all applicants and Licensees to comply with the most current Board-approved version of the Program.

2. License Agreements and Amendments

1. All new applications for Communication Facilities shall be submitted in accordance with the guidelines in Section 5 and authorized in substantially the form of the communication facility license agreement or amendment template that will be provided during the application process and attached as Appendix A or Appendix B, as applicable. All applications for amendments or changes to existing Communication Facility arrangements shall be authorized in substantially the form of either of these proposed templates, subject to reasonable negotiations and final approval by the District’s Board of Directors.
2. Key terms in the Communication Facility License Agreement Template include:
 - a. The License Term shall be for ten (10) years, with a single option that may be exercised by applicant for an additional five (5) year period (fifteen (15) years in the aggregate), provided Licensee is not currently in default under the License Agreement.

- b. The license fee amount for the ten (10) year license period shall be negotiated between the District and the Licensee and is payable in annual payments. The payment schedule for license fees will be listed in the communication facility license agreement template provided during the application process.
 - c. Annual license fees are due and payable within 45 days of the full execution of a communication facility license agreement or amendment (subject to a prorated portion of the annual license fee, if any).
 - d. License fee amounts will be subject to an automatic yearly increase (“Annual Escalation”) equal to four percent (4%) per year during the ten (10) year license period and during any exercised option period, as applicable. Any Annual Escalation shall be effective on January 1 of each year of the license term and any exercised option period, as applicable. In addition, if applicable, a one-time catch-up inflation adjustment shall be made for the first year of an exercised option period based on the consumer price index as described in Section 4 of the License Agreement.
 - e. Should the agreement lapse, the District shall charge a holdover fee of 150% of the then current annual license fee and pro-rated on a monthly basis as described in Section 5 of the License Agreement.
 - f. Licensee shall submit to the District, for approval, two (2) competitive bids for a performance bond for the complete removal of Licensee’s equipment and restoration of the licensed area to the pre-existing condition prior to the installation of Licensee’s equipment at a site.
3. The Board of Directors may delegate authority individually to the District’s general manager, assistant general manager, and the director of engineering, or their designees, to:
- (i) review all License applications and negotiate all Licenses and Amendments, including the determination of annual license fees, in accordance with the terms and conditions of this Program, and
 - (ii) enter into License Agreements or Amendments under this Program.
- Final approval of all new License Agreements or Amendments shall be at the sole discretion of the District’s Board of Directors.*

3. Communication Facility Development Guidelines and Requirements

All Communication Facilities on District properties shall be installed, operated, maintained, modified, and altered, according to this Program, and shall comply with the policies, procedures, guidelines, and requirements outlined in this Section 3 and elsewhere in this Program. These Program guidelines and requirements apply to all Communication Facility installations, work and operations, and modifications and repairs, whether under new License Agreements, or pursuant to an existing License Agreement or Amendment.

3.1 Universal Installation Requirements

The following requirements apply to all Communication Facilities on District property.

If any new or changed facts are revealed in one or more of the pre-construction documents, building permits, architectural plans, zoning approvals, drawings, renderings, or insurance policies listed in this Section 3 or in Section 5, which require a change to any term in a fully executed License Agreement or Amendment, that or those changes will need to be approved by the District's Board of Directors.

3.1.1 New Site Build, Site Modifications and Site Repairs

1. Under this Program, all Communication Facilities will be located on separate tower structures. Each tower structure shall preserve the operational safety, **as well as the functional and aesthetic qualities necessary to blend into the local environment at and around the District site, to be decide and approved by the District's Board of Directors.**
2. A formal request for a new Communication Facility, or modifications to an existing facility, requires the applicant to submit a wireless telecommunication application ("Site Application") (see Appendix C) and the appropriate fees (see Appendix D) to the District for review and processing. The applicant is encouraged to engage the District early in the processes and perform a site assessment visit ("site-walk") to determine if the proposed project or improvements are feasible. All applications for new Communication Facilities, or modifications to existing facilities, shall be valid for a period of twelve-months starting on the date the District provides a receipt of Licensee's application. Licensee may request an extension to the twelve-month time period, which may be granted at the District's sole discretion.
3. All new Communication Facilities are required to have magnetic attachments for all tank-mounted equipment. All existing Communication Facilities with welded and/or epoxy tank-mounted antennas and other tank-mounted equipment shall be removed and replaced using magnetic attachments (i) any time a Licensee submits an application to modify its facilities or (ii) upon written notice by the District to Licensee identifying the

Communication Facility where failing mounts are causing damage to the District's water tank, property, or facilities.

4. Prior to commencement of any work by a Licensee at a District site, the District must have ***all*** of the following materials, all of which shall meet the requirements in the subsections describing these materials:
 - a. A fully executed License Agreement or Amendment, as applicable, which is not in default.
 - b. A current certificate of insurance with the proper entity name for the Licensee and for any contractors to be engaged in the installation of the Communication facility, along with additional insured endorsements and other insurance required under the License Agreement. Additionally, Licensee shall ensure that any contractors to be engaged in the installation or modification of a Communication Facility shall conform with the insurance requirements described in the License Agreement or Amendment, as applicable.
 - c. A set of construction drawings/plans for the proposed Communication Facility signed and stamped by a licensed professional engineer and approved by the District.
 - d. Documentation indicating Licensee has complied with all applicable planning and zoning approval requirements from the jurisdiction of record, including conditions of approval ("COAs"), if any.
 - e. A set of construction drawings/plans signed and stamped by the jurisdiction of record and a copy of all building permits and other permits required by the jurisdiction of record.
 - f. A copy of the signed and stamped structural analysis, from a licensed professional engineer ("P.E."), and, if required by the District, a separate letter from the P.E. indicating that all existing and/or proposed equipment will be adequately supported by the attachment systems. No work shall commence prior to the issuance of a letter of consent ("Letter of Consent" or "LOC") by the District. The District shall issue a Letter of Consent once all requirements of this Program have been met by the applicant and the District has determined that the proposed work may commence. The Letter of Consent will accompany District-approved construction drawings/plans that have been signed and stamped by the jurisdiction of record.

- i. Licensee shall include the District in any bid walk at a project site in preparation of selecting a general contractor ("GC") to oversee project construction. The District reserves the right to approve or reject a GC based on past performance of similar projects on District property. Licensee shall be notified within (10) business days of the bid walk of any GC that does not meet the District's requirements. Licensee shall be responsible for all actions of the GC and GC's agents and personnel arriving to the project site, at the project site, and leaving the project site. If the GC does not strictly follow and enforce the District's requirements for an issued Letter of Consent, the GC may be barred from the site and the project may be placed on hold until a suitable GC is identified by the Licensee and approved by the District. The District reserves the right to charge a fee of up to \$350 for any repeated pre-construction bid walk to reiterate the procedures and conduct for the project. The fee shall be determined by the District if necessary.
 - g. Materials (i)-(iii) below, to be provided at a pre-construction meeting conducted with the District's inspector. The pre-construction meeting shall be held at the applicable District site at least one week prior to the start of construction, and it shall be attended by Licensee's contractors, the District's inspector and, as necessary, the District's preferred coatings inspector and Painting Contractor. Licensee or its contractors shall provide the District's inspector with the following:
 - i. a construction schedule (subject to the District's review and approval);
 - ii. 24/7 contact information for the contractor(s) and its project foreman;
 - iii. Contractors' proof of insurance, including worker's compensation.
5. After the Licensee receives a Consent Letter and construction drawings/plans approved by the District, the Licensee or its contractors shall notify the District's inspector at least two (2) business days prior to beginning any work at a project site. Work must commence no later than sixty (60) calendar days from the date the District issues a Letter of Consent, and work must be completed within one hundred eighty (180) days from the date the District's Letter of Consent is issued, unless a change to these requirement is approved by the District.
6. The District reserves the right to withhold or withdraw its approval to commence work at a project site if the Licensee or its contractors have failed to satisfy any of the Program terms.

7. If a District site requires maintenance work that may interfere with the Licensee's work or activities at the site, the District reserves the right to require Licensee to postpone Licensee's work activities at the site until that time the District's maintenance work has been completed. The District will strive to, when possible, give advance notice of any scheduled maintenance work and/or capital improvement projects that may interfere with the Licensee's work or activities at a site and coordinate its activities with Licensee.
8. Under no circumstances will Licensee and/or its employees, agents, or contractors be allowed access to the roof of any District reservoir tank without direct supervision by a District staff member. The District reserves the right to determine any work limitations at any District facility or site.
9. Licensee's contractors shall ensure that the District site is accessible at all times to District personnel, in accordance with the requirements under Section 3.3 of this Program.
10. Licensee shall be responsible for any damage to any existing Communication Facilities or District facilities at a District site, if any, caused by any construction work or other activities performed by Licensee or its agents; and, upon request by the District, shall promptly return any Communication Facility or District facilities damaged by Licensee or its agents back to their pre-existing condition, or better, at Licensee's sole expense and at no cost to the District. If Licensee does not comply with such a request, District may perform the necessary repairs and bill Licensee the actual cost of those repairs, which Licensee shall pay no later than (30) calendar days of receiving this bill.
11. All new and existing Communication Facilities and equipment owned by the Licensee shall be properly tagged, identifying the Licensee's name, site name and/or number, and a 24-hour emergency phone number.
12. Licensee's contractors shall have a copy of the jurisdictional issued permits and the stamped construction drawings/plans, approved by the District's director of engineering (or designee), on-site at all times during work activities.
13. Licensee and its contractors are responsible for ensuring the District site cannot be accessed by the public at any time while Licensee's work is occurring at the site.
14. Upon completion of work at a site, Licensee's contractors shall schedule a final walk-through with the District's inspector. Upon acceptance of this work by the District's inspector, Licensee and/or its contractors shall provide the District with a set of as-built

construction drawings/plans with field mark-ups, if any. These construction drawings/plans shall be labeled “**RECORD DRAWINGS**” and are mandatory for the District to close-out the project upon the completion of the Licensee’s related work activity. Any project that Licensee has not successfully closed out may result in the District’s delay in reviewing any subsequent Licensee project submittals.

15. Trenching, as part of any work or installation, shall conform to the requirements in Section 3.7 of this Program (addressing Trench Details).
16. The Licensee and/or its contractors shall comply with all local, state, and federal health and safety requirements pertaining to the construction, installation, operation, and maintenance of its Communication Facility. Requirements of the Occupational Safety and Health Administration (OSHA) & Federal Communication Commission (“FCC”) shall be followed at all times; including any safety and injury prevention placards or program required under applicable laws and/or regulations. A copy of any such program, if required by law or regulation, shall be maintained on-site at all times and Licensee’s employees, agents, and/or contractors shall be trained on any applicable protocols or procedures accordingly.
17. Licensee and/or its contractors are required to use the District’s preferred painting contractor (“Painting Contractor”) for any coatings, painting, or restoration work on any District water tank, property, or facility, as the case may, and as authorized by the District. Painting repairs shall be a minimum of seam-to-seam, top-to-bottom of that or those tanks or as required by the District.

3.1.2 Maintenance & Emergency Access

Maintenance of Licensee’s Communication Facility is divided into two categories: (a) routine maintenance and (b) non-routine maintenance. If Licensee is uncertain as to which category any of its proposed work falls under, Licensee should contact the District’s inspector. All maintenance activity shall be performed during regular business hours (8:00 a.m. – 4:00 p.m., Monday through Friday) or according to the hours prescribe by the jurisdiction of record, whichever is more stringent.

(a) Routine Maintenance is defined as *any* of the following:

1. Any work performed by Licensee to repair or service its facility which does not require entitlements (e.g. planning/zoning approval, building permit, electrical permit) from a jurisdictional body.

2. Any work within Licensee's equipment area that does not extend beyond the licensed area, in any direction, and does not require any excavation.
3. In the case of antennas, any like-for-like replacement that is acceptable under the COAs imposed by the jurisdiction of record for the original antenna installation.
4. Licensee shall notify the District of its intent to perform any routine maintenance to its Communication Facility pursuant to Section 4 (Site Access and Security).

(b) Non-Routine Maintenance is defined as *any* of the following:

1. If the sizes, weight, shape, appearance, or other similar characteristics of a replacement component to Licensee's Communication Facility is changed, Licensee shall be required to submit a Site Application, appropriate fees, and construction drawings/plans for the District's review and approval (see Section 3.2 below (Requirements for Proposed Project Construction Drawings/Plan) and Section 5 (Application/Project Processing Guidelines)).
2. In the event work to be performed by Licensee is expected to impact the use of District property, including property access, obstructions of driving lanes, or similar impacts, Licensee shall notify the District and submit a Site Application and Construction Drawings/Plans for District's review and approval in an issued Letter of Consent.

(c) Emergency Access is defined as the following:

Any event in which a Licensee's Communication Facility becomes suddenly impaired or non-operational due to reasons including, but not limited to power interruption, equipment failure, theft, vandalism, or acts of nature, and requires emergency access to the site. In such an event, Licensee shall have non-exclusive access to its Communication Facilities on a District site seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle (but not including vehicles with more than two (2) axles or more than twenty (20) feet in length) to install, operate, and maintain the Communication Facility during this emergency access period, provided Licensee adheres to all requirements of this Program.

If there is an equipment failure at a site, other than equipment accessed at the ground level, Licensee will use its best efforts to undertake repairs during standard business hours. Within twenty-four (24) hours of any type of equipment failure or emergency which requires access to any District site outside of standard business hours, Licensee shall inform the District of the event via phone at (818) 248-3925.

3.2 Requirements for Proposed Project Construction Drawings/Plan

The requirements for submitting project construction drawings/plans are for the purpose of evaluating the location and other aspects of a proposed project as it relates to the continued on-going operations of the District's equipment or facilities at a potential site. All project construction drawings/plans submitted to the District for review shall contain all of the following:

3.2.1 Signature Block

A signature block for the District's director of engineering (or its designee) featured on the title sheet ("Title Sheet") in accordance with the sample depicted in Appendix E.

3.2.2 District Construction Notes

The District construction notes listed in Appendix F.

3.2.2. District Contact

The title page of each project construction drawings/plans shall display the District's inspector's contact information.

3.2.3 District Facility Name

The District's site name, prominently displayed, with Licensee's designation (e.g. site name and site number) for its Communication Facility on the Title Sheet.

3.2.4 District Project Number

The District's assigned project number clearly displayed on the Title Sheet, which will be provided with the project application receipt.

3.2.5 Equipment Table

The equipment schedule, identifying approved equipment; the equipment currently installed at the site; any proposed changes to the equipment (for modifications); the number of antennas, type (panel, whip, GPS and/or microwave) and size of the antennas; the number of remote radio units (radio heads) according to the sample table ("Equipment Table") depicted in Exhibit E. The Equipment Table shall be featured on the Title Sheet.

3.2.6 Addresses / Assessor Parcel Number(s)

The District's office address (2700 Foothill Blvd, La Crescenta-Montrose, CA 91214), the street address for the specific District site, the Licensee's meter address (if different), and the Assessor's Parcel Numbers (APN) depicted on the Title Sheet.

3.3 District Personnel Access

Licensee and/or its contractors shall ensure all work activities at a District site do not block the District's personnel from accessing the site at any time, except with District's prior authorization. Open trenches, potholes, and other hazards shall be properly covered and/or marked at all times to allow District personnel to safely access the site at any time, 24-hours a day. Contractor equipment ("Equipment") used for work activities must be removed from the site upon completion of work. Under no circumstances will the District allow storage of any Equipment on a site beyond one day without written approval from the District. Any Equipment remaining on a site for more than one day is subject to removal at Licensee's and/or its contractors' expense.

3.4 DIG ALERT

The Licensee and/or its contractors shall notify underground service alert (DigAlert), in accordance with the law, at least two (2) business days prior to beginning construction by phone at 1-800-422-4133 (Cell: 811) or via the Internet at <https://www.digalert.org>. Any underground District facilities to be crossed shall be potholed, by hand digging, to verify the location of any of District's underground facilities prior to working in the vicinity of those underground facilities.

3.5 Coating/Painting Requirements

For any restoration work to any of District's reservoir tanks or facilities, as the case may be, and to be approved by the District, Licensee and/or its contractors shall coordinate with the District's inspector and the District's coatings inspector for coating/painting requirements and the District's preferred Painting Contractor prior to initiating any work on a District reservoir tank or facility. Licensee and/or its contractors are responsible for any inspection fees associated with the District's coatings inspector and the District's preferred Painting Contractor. All fees must be paid prior to project close-out.

3.6 Tank or Facilities Rehab (Process and Procedures)

In the event of any tank or facility rehabilitation work, the District will provide sixty (60) calendar days' advance notice to all Licensees and each Licensee shall be required to relocate their respective equipment from the District's tanks or facilities to other temporary facilities for the duration of any District renovation project. Use of a man-lift will require the District's prior written consent. Licensee may use scaffolding to temporarily relocate tank-mounted equipment, subject to the District's written approval. Licensee shall use best efforts to accommodate any of the District's requests pertaining to these processes and procedures.

3.7 Trench Detail

Trench details shall show:

- a. Depth and width of the trench
- b. Backfill material list
 - (i.) For paved areas: one-sack cement slurry shall be used to within 1-inch of existing pavement
 - (ii.) For unpaved areas: suitable native material shall be used with 90% minimum compaction; and a compaction report shall be provided to the District.
- c. All hardscape to be saw cut.
- d. Minimum 30-inch depth to top of conduit or as directed by District.
- e. AC replacement: 1st lift, ¾-inch mix, relative compaction 95%, no more than 3-inch placed at any one time. 2nd lift, ½-inch fine, no more than 1-½ inch lift.
- f. Slurry seal to the entire work area for the full width of the access road/paved areas, or as directed by District's inspector after work is completed.

3.8 Softscape Replacement

All construction drawings/plans shall depict the replacement or repair of all landscaped areas. If work will be performed in unpaved areas, these notes shall be present on the site-plan sheet, as necessary:

- 1. Protect all landscaping in place.
- 2. Only remove trees and shrubs as marked on drawings and/or plans.
- 3. Any disturbed or damaged landscaping shall be replaced in-kind with 5-gallon minimum shrubs and 15-gallon minimum trees, or as directed by the District.
- 4. Areas exposed or disturbed by the work or installation shall be covered with District-approved mulch to a depth of 2-inches.
- 5. Contact the District, prior to installation, for landscaping requirements.

3.9 Work Hours and Lighting

The Licensee shall adhere to all work hours set forth in Section 3.1.2 above and lighting restrictions imposed by the jurisdiction of record. The District reserves the right to alter or restrict work hours at any District site. The use of night-time flood lighting is generally prohibited. However, if Licensee determines that it is absolutely necessary, Licensee may submit a lighting plan and schedule for the District's review and possible approval.

3.10 Site Restoration

District sites shall be repaved per Section 3.7 of this Program (Trench Details) or restored per Section 3.8 (Softscape Replacement). Any other features at a site that are disturbed, removed, or

damaged by a Licensee, its contractors, or its agents shall be replaced with new features, or repaired, as determined by the District's inspector. Each site shall be restored to a condition equal to or better than its condition at the beginning of the license term.

3.11 Emergency Back-up Generators

The District acknowledges the importance of disaster preparedness, recovery, and restoration during natural disasters, and the need for operational continuity of Communication networks. In time of natural disasters, communication networks are a critical component for public safety (e.g. first responders such as firefighters, law enforcement, paramedics, utility workers, and relief workers). The District will consider allowing Licensee to install permanent standby emergency generators at a District site on a case-by-case basis, as determined and approved by the District.

Notwithstanding the foregoing, the District will allow Licensee access for portable standby generators, where and when applicable, and only where not in conflict with ongoing and future District operations.

4. Site Access and Security

4.1 Obtaining Keys

Access to and work on a Licensee Communication Facility at any District site, including installation, maintenance, modifications, and operation, requires use of a District issued cyber key. Licensee shall pay the District a five hundred dollar (\$500.00) deposit for each cyber key it is issued. If a cyber key is lost or damaged, the deposit will be forfeited, and a new deposit will be required for each additional cyber key. Cyber key access may be terminated, at the District's sole discretion, if Licensee, its employees, representatives, agents, or contractors, do not strictly adhere to all rules and requirements of this Program pertaining to site access and/or safety and security at a District site. Additional cyber keys may be obtained as needed with applicable deposits.

4.2 Security Measures and Access Regulations

The District is subject to local, state, and federal law, including the Department of Homeland Security ("DHS") regulations. The District requires Licensees to follow all security measures and access regulations, and to comply with applicable laws and District requirements. Rules and guidelines for each District site are at the sole discretion of the District and shall be followed by all Licensees. **District reserves the right to amend these rules and guidelines at any time, subject to the approval of its Board of Directors.** Site-specific rules and regulations, and updates to them, will be effective upon written notice to Licensees. Failure to follow the District's rules and guidelines are

cause for revocation of any cyber keys. District's rules and guidelines which shall be followed include, but are not limited to:

1. Any rules and guidelines established for each District site based on the unique characteristics of the Site.
2. Licensee shall be responsible for the activities of its employees, agents, and contractors while at a District site. Licensee is responsible for providing access for its employees, agents, and contractors to a District Site.
3. Licensee is required to obtain a cyber key from the District to access a District site. The cyber key tracks access to each District site for monitoring by the District.
4. Licensee will be responsible for maintenance of any cyber keys issued to it. Each cyber key must be updated by Licensee at the District facility, located at 2700 Foothill Blvd, La Crescenta-Montrose, CA 91214, on a periodic basis. Note: if the cyber key is not periodically updated, it will stop working and will not allow Licensee access to a District site.
5. Licensee shall provide the District, upon request, a contact list of cyber key holders and the names of those persons who will have access to a District site.
6. Licensee and/or its contractors may only access a District site using a District issued cyber key. **No** daisy-chain padlocks are allowed for a Licensee's access to its Communication Facilities at a District site.
7. Licensee and/or its contractors shall not leave access to a District site open (e.g. an open gate) and/or unattended while performing work activity or after leaving a site.
8. If Licensee and/or its contractors discovers theft or vandalism, whether to Licensee's Communication Facilities or to the District site, Licensee shall report that incident to the District immediately.
9. Licensee and/or its contractors is responsible for ensuring their licensed District site is properly secured and locked upon leaving the site.
10. If District personnel are present at a District site, it is the responsibility of Licensee and/or its contractors to announce their presence and to let District personnel know when they leave the site.

11. Licensee agrees to monitor the use of any cyber keys it is issued and to always keep them in a safe and secure place. Repeated loss of cyber keys may result in forfeiture of the use of the cyber keys, resulting in a Licensee being required to have a District staff member escort and provide them access to the applicable District site for a fee; that fee will cover the time spent by District staff to provide escorted access, charged at the fully burdened rate.
12. Licensee and/or its contractors shall provide written notice to the District no later than 48-hours before any activities by Licensee and/or its contractors will be occurring at a District site. The notification shall be sent by e-mail to grp_operators@cvwd.com and jlee@cvwd.com.
13. Licensee, its representatives, agents, and/or its contractors accessing a District site shall carry company name badges and picture identification and shall present such to a District employee when requested. Persons without proper identification may be required to leave the site.
14. Licensee, its employees, agents, and/or its contractors' vehicles shall be marked as such and be distinguishable from general public vehicles when on a District site. Notwithstanding the above, any Licensee vehicle accessing District facilities without distinguishing markings shall display a business card in the windshield identifying the entity accessing the site (showing the person's name and company name).
15. The District reserves the right to charge an access fee for any requests by Licensee's employees, agents, and/or contractors for escorted access to a District Site that is required for other reasons other than a malfunctioning cyber key. That fee shall cover the time spent by District staff to provide escorted access, charged at the fully burdened rate, or \$350.00 in total, whichever amount is greater.

4.3 Ongoing Operations

1. Ongoing operations and maintenance of the Licensee's Communication Facility shall comply with all applicable local, state, and federal laws and regulations, as well as the requirements of this Program, and the applicable terms of the License Agreement.
2. If Licensee installs any equipment outside the licensed area or exceeding the parameters of the permitted use or uses authorized under the License Agreement without the District's prior written authorization, the District reserves the right to (i) terminate the License, or (ii) charge an additional fee for any unauthorized equipment, equivalent to 200% (two

hundred percent) of the incremental License Fee that would have been payable to the District for a similar increase in the permitted use on a District site had the District's prior consent been properly obtained. For the purposes of calculating the incremental license fee increase for any such unauthorized use of equipment at the site or outside of the licensed area at the site, the District will assume the equipment was in place for the period which is the shorter of: two years prior to the date of discovery, or the period from the effective date of the applicable License Agreement to the date of discovery.

5. Application/Project Processing Guidelines

All applications for proposed work at a District site (whether that project is a new build, modification, or decommission) shall follow the general application process guidelines (from project inception to project completion "close-out"), which include the following procedures and requirements (some of which were previously discussed in Section 3 above):

1. The applicant ("Applicant") contacts the District to request the District's current Site Application (see Appendix D) for a proposed project.
2. Applicant is referred to District's project processing agent ("Consultant").
3. Upon contact, District's Consultant provides the applicant with a copy of the District's current Program, communication facilities project application form, and fee schedule.
4. Applicant completes the communication facilities project application form provided by Consultant, signs and dates the form, and sends the completed form back to the Consultant, accompanied with payment for the appropriate fee (based on the fee schedule), ***in the form of a check issued by Applicant or a cashier's check issued by the Applicant's bank*** (no third-party checks will be accepted). The application and check shall be sent to the Consultant at the following address:

ATS Communication
Attn: District site app
4195 Chino Hills Pkwy, #605
Chino Hills, CA 91709
ATS (949) 922-2859

5. Consultant will review the application for accuracy, clarity, and completeness. If approved by the Consultant, the application will be delivered to the District for processing.
6. The District will log the application and provide the Applicant with an application receipt for the fees received, along with a District project tracking number. Applicant shall use the project tracking number in all correspondences pertaining to the subject project.

7. If necessary, Applicant will coordinate with the Consultant to arrange for site access to complete any required architectural & engineering surveys ("A&E site-visit").
8. Applicant shall provide Consultant with zoning or construction drawings/plans for District's review.
9. District may require Applicant to correct or modify the zoning or construction drawings/plans. District/Consultant will provide redlined drawings/plans to Applicant with comments for corrections/modifications.
10. If there are any changes, applicant shall provide Consultant a set of revised zoning or construction drawings/plans for District's final review and approval. Upon approval, the District shall provide a letter of authorization ("LOA") to Applicant authorizing Applicant to submit the proposed set of drawings/plans to the jurisdiction of record for all necessary entitlements. If the jurisdiction requires further modifications to the District-approved zoning or construction drawings/plans, Applicant shall obtain District approval for any modifications to previously District-approved drawings/plans.
11. If Licensee conducts a pre-bid walk with one or prospective general contractors, this activity must be coordinated with the District's Consultant and the District's inspector.
12. Once the Applicant has obtained all required entitlements and has fulfilled the requirements in this Section 5 and any applicable requirements listed in Section 3 of the Program (above), the District will issue a Letter of Consent to Licensee allowing Licensee to proceed with the construction process. Prior to the start of construction Licensee shall provide the District with **all** of the following:
 - a. A fully executed License Agreement or Amendment, as applicable.
 - b. Documentation that Licensee's project has obtained planning and zoning approval by the jurisdiction of record, including COAs, as necessary.
 - c. A copy of the architectural & engineering structural analysis showing the existing and/or proposed facilities are structurally capable of supporting the proposed equipment.
 - d. A copy of GC's certificate of insurance naming the District as the certificate holder specific to the subject project.
 - e. 24/7 full contact information for the project's foreman.
 - f. A pre-construction site meeting with the GC's foreman, Consultant, and the District's inspector. Note: if any restoration work is required to any of the District's tanks, the pre-construction site meeting will require the attendance of the District's coatings inspector and Painting Contractor (as necessary).

- i. GC shall arrive at the applicable District site with a full-sized set of drawings/plans approved by *both* the District and the applicable local jurisdiction. These drawings/plans must have the same iteration date as the date they were approved by the District and issued with the LOA. If the GC does not have these approved drawings/plans at the pre-construction site walk, the meeting will be cancelled.
 - ii. If a pre-construction meeting is cancelled, a \$350.00 rescheduling fee shall be charged to GC and may result in the project being delayed or put on hold.
- 13. During the pre-construction meeting, District and/or Consultant will provide GC with written District guidelines for completing the subject project. Failure to follow District guidelines may result in the project being delayed or cancelled and penalties may be assessed by the District.
- 14. Once a pre-construction meeting has been completed in conformity with all requirements under this Program, the project must commence within 14 calendar days of that meeting's date. If work does not begin within 14 days of that completed meeting, District may require another pre-construction meeting at the site, subject to a reasonable rescheduling fee which may be assessed by the District.
- 15. If a Licensee assigns a new GC to the project after the District issues a LOC, it is Licensee's responsibility to ensure the new GC is made aware of the District guidelines and that the District guidelines are strictly adhered to by the GC.
- 16. Prior to full completion of work, Licensee's contractors shall schedule a walk-through with the District's inspector and Consultant to identify and list issues (punch-list), if any, with the project work.
- 17. Once the punch-list items are completed Licensee's contractors shall schedule a final walkthrough with the District's inspector.
 - a. GC must provide advance notice of its intention to schedule a final walkthrough for close out one week in advance to give the District inspector and the Consultant time to ensure all aspects of the project punch list have been completed to the satisfaction of the District.
 - b. Upon District's final acceptance of the project work, Licensee and/or its contractors shall provide the District:
 - i. A copy of the jurisdiction of record final approval.
 - ii. A set of "as-built" Construction Drawings/Plans labeled "**RECORD DRAWINGS**" on the Title Sheet, and showing all field changes to the appropriate sheets, if any. If no field changes were made, a note indicating "**BUILT TO PLAN**" shall also be depicted on the Title Sheet.

18. Prior to final project close-out, Licensee or GC shall provide evidence that all third-party invoices (e.g., District's landscaper, painter and/or inspector), have been paid in-full.
19. In addition to submitting the "RECORD DRAWINGS," Licensee, Applicant or its GC shall sign and date the LOC and return the signed and dated document to the Consultant for final project close-out.
20. Upon District's acceptance of the "RECORD DRAWINGS" and receipt of the signed and dated LOC from Licensee's representative, the District shall sign, date and return the LOC to the Applicant, indicating the project has been successfully closed-out.
21. Basic instructions for all work activities are as follows:
 - a. In general, District will only allow one Licensee to perform project work activity on a District Site at a time. Licensee's proposed project may be delayed, at the District's sole discretion, until any current Licensee project work activity has been completed and closed-out prior to the commencement of any second project. Consideration of a simultaneous project work activity is at the sole discretion of the District.
 - b. Only the District or the Consultant may initiate a site meeting including sending out a meeting invitation.
 - c. GC shall take pre-construction photos and/or video of the project work area and surrounding area that they observe at the site. In the event damage is declared at the site, said photos and/or video may be used by the GC to determine pre-existing conditions and/or previous damage not attributable to GC's work activity.
 - d. GC shall notify the District prior to the delivery of any equipment, such as a man-lift, scissor lift, bucket truck or other large equipment, that may limit or prevent District personnel from complete access to a District Site.
 - e. Immediately upon completion of GC's project work activity, GC shall remove or cause to be removed from the District Site said equipment. That equipment shall not be permitted to remain overnight without the prior written approval by the District.
 - f. In the event the timeline to complete the project work activity at a District site deviates from the construction schedule approved by the District, GC shall update the construction schedule and transmit the revised construction schedule to the District inspector and Consultant.
 - g. It is the Licensee's responsibility to ensure its contractors have access to a cyber key issued by the District to open and close the gate when visiting a District site. If the District is called to provide access to a District site, the District may charge Licensee or

its contractors a fee equal to \$350.00 to cover the District's costs for staff time and expenses.

- h. If Licensee or its GC and subcontractors improperly lock any gate to a District site (such as bypassing the District's cyber lock or installing a locking mechanism not approved by District), the Licensee will be charged a fee equal to \$350.00 to fix the lock, and this may result in the project being delayed or cancelled.
- i. Licensee, its employees, agents, general contractors, sub-contractors, shall maintain proper business decorum at a District site at all times. This includes, but not limited to:
 - (i) no consumption of alcohol or illicit drugs while on site or being under the influence of either while on site; (ii) providing adequate bathroom facilities on site, as necessary;
 - (iii) no yelling or using profanely while on site; (iv) no driving to or from the site at excessive speeds; (v) no blocking ingress or egress from the site; (vi) no leaving trash at the site or any construction debris (e.g. nails, screws, bolts, washers, wiring, etc.).

6. Decommission or Termination Process

If Licensee decides to decommission its Communication Facility on a District site, Licensee shall follow the process described in this Section 6.

1. Licensee shall submit a letter to the District, by certified mail or equivalent, indicating Licensee's intention to decommission its Communication Facility at a District site. The letter shall include Licensee's Communication Facility name and number, the District site name, the site address, a contact person, mailing address, e-mail address, and an intended time-frame for the decommission work activity.
2. Following receipt, the District will provide Licensee a letter acknowledging Licensee's intention to decommission its Communication Facility and directing Licensee to contact District's Consultant to initiate the decommission process, including the payment of appropriate fees, and the submission of necessary decommissioning drawings/plans.
3. Once the appropriate fees are paid, and the decommissioning drawings/plans are approved by the District, Licensee shall remove all installed equipment (including, but not limited to, all tank-mounted equipment, cable trays, bollards, underground conduits, cables, wires, equipment cabinets (or shelter), retaining walls, concrete pads, caissons, electrical power lines and meter pedestal, Telco boxes, and wiring), and return the site to pre-existing conditions, at the satisfaction of the District's inspector.

The decommission process shall follow the same applicable District guidelines provided in Section 5 above.

4. Licensee shall enter into a termination and release agreement with the District. This agreement will outline the District's requirement for site acceptance upon Licensee's removal of Licensee equipment at the site. Licensee shall be responsible for payment of the annual license fee for that year until the termination and release agreement and subsequent District site acceptance agreement has been fully executed by both parties.

Appendix A

Communication Facility License Agreement Template

Appendix B

Amendment to

Communication Facility License Agreement Template

CRESCENTA VALLEY WATER DISTRICT
WIRELESS TELECOMMUNICATION APPLICATION

Required for all New & Existing Communication Facilities

(Check all that apply)

- ☐ Application for a new License at a Site - \$4,500.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount for the review and approval of the license agreement or amendment, as applicable ("Attorney Review Fees").
- ☐ Application for License Amendment - \$2,500.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and Attorney Review Fees above that amount.
- ☐ Application for a Letter of Consent for minor improvements (no excavation) - \$2,000.00 flat fee.
- ☐ Application for a Letter of Consent for major improvements (Site excavation) - \$2,500.00 flat fee.
- ☐ Application for a Letter of Authorization to commence zoning and permitting - \$500.00 flat fee.
- ☐ Specialty field inspections fees/access fees - \$350.00 per occurrence, billed to Licensee's general contractor upon completion of installation and prior to project close-out.
- ☐ Application for Site decommission - \$3,000.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expense and attorneys' fees above that amount.
- ☐ Application for insurance compliance, name change, assignment, change of ownership or entity - \$600.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount.

***Check(s) should be made payable to District and shall accompany this application.
Payments must be issued by Licensee (in the form of a Licensee company check or cashier's check)***

Total Fee: _____	Check #: _____
District Site Name: _____	
Site Address: _____	
APN#: _____	
Licensee entity name (Carrier): _____	
Carrier's Local Address: _____	
Carrier Site Number/Name: _____	

Correspondence regarding this application should be sent to:

Agent
Company: _____
Agent Name: _____
Address: _____
Phone: _____
E-mail: _____

_____ Applicant Signature	_____ Date
------------------------------	---------------

New License

Modified Build

Decommission

Detailed description of Project:

(mark all that apply)

Antenna(s) (Y/N):

Number / Size:

Microwave dish (Y/N):

Number / Size:

RRUs (Remote Radio Units)

Number / Size:

Surge Suppressors (Y/N):

Number / Size:

TMA/LNA (Y/N):

Number / Size:

Trenching (Y/N):

Location/Length:

Location of the BTS equipment:

Interior/Exterior :

License Area Size:

Square Feet:

Enclosure material:

Proposed screening material:

Site access to equipment:

Aesthetic mitigation measures:

District only

Payment Received: \$

Date:

Project Submittal Date:

Project Log-in Date:

District Project Tracking No.:

Fee Schedule

Crescenta Valley Water District
Communication License Program
Application Fee Schedule¹

Checks for Site Application fees should be made payable to the Crescenta Valley Water District. The District requests that Licensee issue separate checks for each type of fee. Prior to cashing the checks, the District will review each application and determine whether the required application fees have been submitted correctly. If a fee has been submitted that is not necessary, the District will return the check. If fees are missing, the District will advise the Applicant. Once a fee is accepted, it is non-refundable and not assignable to another project application. Failure to diligently pursue an application once submitted (if, for example, the Applicant fails to respond to the District's request for information and/or documentation for several months) may result in denial of the application and require resubmittal.

Types of fees:

1. Application Fee for a new License Agreement - \$4,500.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount.
2. Application Fee for License Amendment - \$2,500.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount.
3. Application Fee for a Letter of Consent for minor improvements (no excavation) - \$2,000.00 flat fee.
4. Application Fee for a Letter of Consent for major improvements (site excavation) - \$2,500.00 flat fee.
5. Application for a letter of authorization to commence zoning and permitting - \$500.00 flat fee.
6. Specialty field inspections fees/access fees - \$350.00 per occurrence, billed to Licensee's general contractor upon completion of installation and prior to project close-out.
7. Application Fee for a Site Decommission - \$3,000.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount.
8. Application Fee for insurance compliance, name change, assignment, change of ownership or entity - \$600.00 nonrefundable deposit and full reimbursement of District's out-of-pocket expenses and attorneys' fees above that amount.

¹ These processing application fees are *in addition to* the annual license fee required under the License Agreement/Amendment.

Appendix E

Signature Block and Equipment Table Samples

Signature Block and Equipment Schedule Templates

Required on the title sheet for all drawings submitted to District for approval for communication facilities licenses and/or site improvements.

CRESCENTA VALLEY WATER DISTRICT	
SIGNED _____	DATE _____
NAME/TITLE _____	
District SITE NAME _____	

EQUIPMENT SCHEDULE			
LICENSED EQUIPMENT	LICENSED APPROVED	EXISTING ON SITE	PROPOSED MOD (FINAL TOTALS)
# PANEL ANTENNAS			
SIZE OF PANEL ANTENNAS			
# MICROWAVE ANTENNAS / SIZE			
# GPS ANTENNAS			
#RRU's (RRH's)			
# TMA's			
# RAYCAPS			
OTHER (e.g. Generator)			
EQUIPMENT AREA			

The following construction notes shall appear on the **notes sheet** of every set of construction drawings/plans submitted for the District's review and approval:

DISTRICT CONSTRUCTION NOTES:

1. DISTRICT INSPECTOR SHALL BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. CALL (818) 248-3925 TO ARRANGE FOR INSPECTION.
2. A PRE-CONSTRUCTION CONFERENCE WITH THE DISTRICT INSPECTOR, DISTRICT'S CONSULTANT AND THE GENERAL CONTRACTOR'S FOREMAN, AND THE PERSON RESPONSIBLE FOR SUPERVISING THE AUTHORIZED WORK, SHALL BE HELD ON SITE WITHIN TWO (2) WEEK PRIOR TO BEGINNING CONSTRUCTION. IMMEDIATELY FOLLOWING THE PRE-CONSTRUCTION SITE MEETING, THE CONTRACTOR SHALL PROVIDE THE DISTRICT AND DISTRICT CONSULTANT WITH ANY ADDITIONAL ITEMS OR MATERIALS REQUESTED AT THAT MEETING PRIOR TO THE START OF CONSTRUCTION WORK ACTIVITY.
3. CONTRACTOR IS RESPONSIBLE FOR ENSURING THE DISTRICT'S SITE IS SECURE AT ALL TIMES FOR THE DURATION OF THE AUTHORIZED PROJECT, AND DURING BOTH WORKING AND NON-WORKING HOURS.
4. CONTRACTOR SHALL MAINTAIN SAFE AND UNOBSTRUCTED ACCESS TO THE SITE AT ALL TIMES FOR DISTRICT PERSONNEL. OPEN TRENCHES SHALL BE PROPERLY PLATED AT THE END OF EACH WORKING DAY TO ALLOW FOR 24-HOUR DISTRICT ACCESS TO THE SITE. CONTRACTOR EQUIPMENT USED FOR WORK ACTIVITIES MUST BE REMOVED FROM THE SITE UPON COMPLETION OF WORK. UNDER NO CIRCUMSTANCES WILL DISTRICT ALLOW STORAGE OF ANY EQUIPMENT ON A SITE BEYOND ONE (1) DAY WITHOUT WRITTEN APPROVAL FROM DISTRICT. ANY EQUIPMENT REMAINING ON SITE IS SUBJECT TO DISTRICT REMOVAL AT CONTRACTOR'S EXPENSE.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DUE TO ITS WORK ACTIVITIES PERFORMED AT A SITE AND/OR TO DISTRICT FACILITIES AND SHALL RETURN THE SITE/FACILITIES TO THEIR EXISTING CONDITION OR BETTER AT THE BEGINNING OF THE LICENSE TERM, AT NO COST TO THE DISTRICT.
6. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (DIG ALERT) AT LEAST TWO (2) BUSINESS DAYS PRIOR TO BEGINNING CONSTRUCTION AT 1-800-422-4133 OR CALL 811. ANY UNDERGROUND DISTRICT FACILITIES TO BE CROSSED OR PARALLELED WITHIN FIVE FEET SHALL BE POTHOLED TO VERIFY LOCATION OF DISTRICT FACILITIES PRIOR TO WORKING IN THE VICINITY OF DISTRICT FACILITIES. CONTRACTOR IS RESPONSIBLE FOR PROVIDING GATE ACCESS TO DIG ALERT INSPECTORS.

7. DISTRICT SHALL REQUIRE CONTRACTOR TO UTILIZE THE DISTRICT PREFERRED PAINTING CONTRACTOR & COATINGS INSPECTOR FOR ANY RESTORATION WORK ON DISTRICT WATER TANKS, PROPERTY, OR FACILITIES.
8. CONTRACTOR SHALL CONTACT THE DISTRICT'S PREFERRED COATINGS INSPECTOR OR DISTRICT'S PREFERRED PAINTER WHOSE NAME AND CONTACT INFORMATION WILL BE PROVIDED TO CONTRACTOR BY THE DISTRICT EARLY IN THE APPLICATION PROCESS, FOR COATING REQUIREMENTS BEFORE PERFORMING ANY WORK ON DISTRICT TANK(S). DISTRICT'S PAINTER SHALL BE PRESENT DURING THE PRE-CONSTRUCTION CONFERENCE, IF THE PROPOSED PROJECT INVOLVES ANY RESTORATION WORK TO DISTRICT TANK(S).
9. CONTRACTOR SHALL ENSURE ALL NEW AND EXISTING COMMUNICATION FACILITIES SHALL BE PROPERLY TAGGED (E.G. STENCIL OR DECAL) IDENTIFYING THE CARRIER'S NAME, CARRIER SITE NAME AND/OR NUMBER AND 24-HOUR PHONE EMERGENCY CONTACT NUMBER. CONTRACTOR SHALL ENSURE THAT RADIO FREQUENCY WARNING AND EMERGENCY SIGNAGE (PLACARDS) ARE CORRECT AND MEET THE REQUIREMENTS OF ALL APPLICABLE LOCAL JURISDICTION, STATE AND FEDERAL GUIDELINES.
10. CONTRACTOR SHALL PROVIDE THE DISTRICT WITH A SET OF ALL CITY (OR COUNTY, AS APPLICABLE) STAMPED AND APPROVED CONSTRUCTION DRAWINGS/PLANS AND A COPY OF ANY NECESSARY PERMIT(S) (BUILDING PERMIT, ELECTRICAL PERMIT, GRADING PERMIT AND/OR ENCROACHMENT PERMIT) PRIOR TO COMMENCING ANY WORK. CONTRACTOR SHALL HAVE A COPY OF ANY REQUIRED PERMIT(S), A COPY OF THE DISTRICT APPROVED CONSTRUCTION DRAWINGS/PLANS, AND A COPY OF THE DISTRICT SIGNED LETTER OF CONSENT ON-SITE AT ALL TIMES DURING THE WORK ACTIVITY.
11. CONTRACTOR SHALL SAW CUT ALL PAVEMENT. BACKFILL SHALL BE ONE SACK SLURRY OR AGGREGATE BASE TO WITHIN 1-INCH OF EXISTING AC.
12. CONTRACTOR SHALL PROVIDE A MINIMUM COVER OF 30-INCHES ON TOP OF ALL UNDERGROUND CONDUITS, UNLESS DISTRICT PROVIDE WRITTEN APPROVAL TO DEVIATE FROM THIS REQUIREMENT.
13. CONTRACTOR SHALL REPLACE ASPHALT PAVEMENT WITH: 1ST LIFT – $\frac{3}{4}$ INCH MIX, RELATIVE COMPACTION 95%, NO MORE THAN 3 INCHES PLACED AT ANY ONE TIME. 2ND LIFT – $\frac{1}{2}$ INCH FINE, NO MORE THAN 1 $\frac{1}{2}$ INCH LIFT.
14. CONTRACTOR SHALL SLURRY SEAL THE ENTIRE WORK AREA AND ANY DAMAGED ASPHALT PAVED AREAS CURB-TO-CURB EXTENDING A MINIMUM OF 5 FEET ON EACH SIDE. CONTRACTOR MAY BE REQUIRED TO REPAIR, AND SLURRY SEAL ADDITIONAL AREAS AS IDENTIFIED BY DISTRICT'S INSPECTOR (E.G. OPENING TRENCH SEAMS IN ASPHALT PATCH) ATTRIBUTABLE TO LICENSEE'S COMMUNICATION FACILITIES.
15. CONTRACTOR SHALL INSTALL LANDSCAPING AS REQUIRED, IF APPLICABLE. SEE SECTION 3.8 SOFTSCAPE REPLACEMENT DETAILED IN DISTRICT'S PROGRAM OF POLICIES AND PROCEDURES.

16. CONTRACTOR, UPON COMPLETION OF WORK, SHALL CONTACT DISTRICT'S CONSULTANT AND INSPECTOR TO CONDUCT A WALKTHROUGH INSPECTION AND SHALL COMPLETE ALL PUNCH-LIST ITEMS, IF ANY, TO THE INSPECTOR'S SATISFACTION.
17. CONTRACTOR SHALL PROVIDE DISTRICT WITH AS-BUILT PROJECT CONSTRUCTION DRAWINGS/PLANS REDLINED WITH FIELD CHANGES ON APPROPRIATE SHEETS, IF ANY, AND LABELED "RECORD DRAWINGS" ON THE TITLE SHEET. IF NO FIELD CHANGES WERE MADE, THE RECORD DRAWINGS SHALL DENOTE "BUILT TO PLAN" ON THE TITLE SHEET AND SHALL BE SIGNED AND DATED. CONTRACTOR SHALL PROVIDE A COPY OF THE JURISDICTION'S FINAL INSPECTION DOCUMENT(S).
18. PRIOR TO FINAL PROJECT CLOSE-OUT CONTRACTOR OR LICENSEE REPRESENTATIVE SHALL PROVIDE EVIDENCE THAT ALL THIRD-PARTY VENDOR INVOICES (E.G. DISTRICT'S LANDSCAPER, DISTRICT'S PAINTING CONTRACTOR AND COATINGS INSPECTOR), HAVE BEEN PAID IN-FULL.

CRESCENTA VALLEY WATER DISTRICT

General Manager Report

GM Report

March 14, 2023

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:

- Water Supply and Related Planning Efforts
- Water Conservation & Public Outreach
- Engineering Report
- Staff Anniversaries (5-yr, 20-yr, 30-yr)

STAFFING

Five (5) employees have work anniversaries in March. Raymond Dodge – 30 years, Pam Leddy – 21 years, Christy Colby – 20 years, Siaki Mortenson – 7 years, Tessa Allmon – 5 years

As of March 9th the District has gone 421 days without a lost time accident.

GENERAL MANAGER ACTIVITIES

Meetings:

Community Relations Committee Meeting	- February 27 th
Engineering Committee Meeting	- March 1 st
IRP Update Meeting	- March 2 nd
Management Staff Meetings	- March 6 th , March 13 th
Lunch Meeting with CV Town Council President	- March 14 th

Submitted by:



Nem Ochoa
General Manager

CRESCENTA VALLEY WATER DISTRICT

BOARD OF DIRECTORS - STAFF REPORT

March 14, 2023

To: Honorable President and Members of the Board of Directors
From: Christy J. Colby
Subject: Water Conservation and Public Outreach Update

Monitoring Report Submitted to State for February 2023:

Production Numbers

➤ Total Water Production February 2023:	240.1 AF
➤ Total Water Production February 2013:	275.3 AF
➤ Total Water Production February 2022:	286.5 AF
➤ Total Water Production February 2021:	286.6 AF

Compliance Reporting

➤ Days of outdoor Irrigation Allowed:	2
➤ Number of Water Waste Complaints:	1
➤ Number of Follow-ups:	1
➤ Number of Warnings:	0
➤ Number of Penalties:	0

Voluntary Water Reduction Goal: 20% from 2020 Usage

➤ Percent Reduction from 2013	12.8 %
➤ Percent Reduction from 2022	16.2 %
➤ Percent Reduction from 2021	16.2 %

Public Outreach for February 2023

- Face Book Posts, 1
- Website – 2,414 hits, Most popular day, February 28, 2023 (Board Meeting Day)
- Everbridge – 1, Cancellation of scheduled water shutdown

Engineering Report

March 14, 2023
Staff Report

To: Honorable President and Members of the Board of Directors
From: Brook Yared, M.S., P.E. – Interim Director of Engineering & Operations
Subject: Engineering Report – February 2023

1. Water Production Report

- February 1 – 28 – Water production – 62%/38% split – 78.5 MG for the month
- Average use – 13.4% less than 2022 and 12.6% less than 5-yr average

2. Rainfall Update

- 9.51” for February 2023
- Rainfall Total for Rainfall Year 2022/23 at the end of February – 31.46”
- So far for March 1-9, 2023 – Month: 0.08”, Total: 31.54

3. Report on Engineering

- **FY 22/23 Capital Improvement Project**
 - Project 1 – 2600 & 2700 Blocks of Orange Ave
 - Community Outreach Meeting – May 2023
 - Goss Canyon #1 Reservoir Rehabilitation
 - Construction began – 1/23/2023
 - Conversion to Chloramination
 - Brown and Caldwell Staff Changes
- **FY 21/22 Capital Improvement Projects**
 - FY 21/22 – Pipeline Replacement Program
 - Project 2 – 4700 & 4800 Blocks of Cheryl
 - Pending Final PPE
 - Well 9 Rehabilitation – Construction Begins 3/14/2023
 - Booster Pump 26 at Cresta Heights Rehabilitation
 - Pump Removed from Service – 3/9/2023
 - Incentive application submitted
 - Wastewater Master Plan
 - Calibrating Hydraulic Model
 - Model Demonstration and Training in March 2023
 - Ramsdell Mixing Station/Pressure Reducing Station – On Hold
- **Grant Program**
 - USBR Small-Scale Water Efficiency Grant 2020 – 3” & 4” Meters – Finalizing meter survey
 - USBR Small-Scale Water Efficiency Grant 2022 – 1-½-inch Meters submitted on 4/28/22
 - Water Recycling Grant – No Report
 - Cal OES – New emergency generators and seismic feasibility study – submitted on 4/8/22
 - Stormwater Capture Project at Crescenta Valley County Park – No Report
- **AMI Customer Engagement Portal**
 - Continuing Water Meter Replacement Program
 - Determining roll out schedule for zones 9, 10 & 11

- **Replacement of Supervisory Control and Data Acquisition (SCADA) System**

- Project Schedule – April 2022 to October 2023
- APEX – Programing & Integration
- Sites Completed
 - Wells 5, 7, 8, 9, 11, 14 & 16
 - Ramsdell Mixing Station
 - Glendale/CVWD Interconnection
 - Glenwood Plant with Wells 6, 10, 12 & 15
 - Mills Plant
 - Encinal Reservoir
- Sites Pending Integration (2022)
 - Ordunio Reservoir/Nitrate Removal Plant – March 2023
 - Ocean View – April 2023
 - Paschall – May 2023

4. **Developer Projects**

- 4360 Ocean View – 3 Units upgraded to 7 units – Establishing Special Contract
- 2341 Mira Vista – New 4 Units – Reconciliation and Transfer of Ownership
- 2201 Honolulu – New 4" water main – Contractor Experience Under Review
- Waiting on Developer
 - 3037/3043 Foothill – New 38 Units and mixed commercial
 - 1961 Waltonia – New 6 units
 - 4521 Briggs/2413 Foothill – New 70 units
 - 3900 Park Place – New 28 units
 - 2345 Mira Vista – New 4 units
 - 2434 Foothill – New 31 Units

5. **FMWD** – Construction – Re-coating La Crescenta Reservoirs – Exterior Recoating and Landscaping

CRESCENTA VALLEY WATER DISTRICT

WATER PRODUCTION REPORT

February 1 - February 28, 2023

Well Production:	43,140,800	Gals		
GWP Production:	4,109,000	Gals		
Gravity Production:	1,239,060	Gals	% GW	62%
FMWD:	30,011,884	Gals		
City of Glendale:	0	Gals	% Import	38%
TOTAL:	78,500,744	Gals		
	240.91	ac-ft		

Glenwood Nitrate Water

Reclamation Plant:*

0

*Included in Well Production

WATER DEMAND COMPARISON

Time Period	Average Daily Usage (gals)	Current Period Change
February 1 - February 28, 2023	2,711,440	
February 1 - February 28, 2022	3,129,206	-13.4%
5-yr Average - February 2018 - 2022	3,088,804	-12.2%

RAINFALL: February 1 - 28, 2023

9.15"

Season-To-Date:

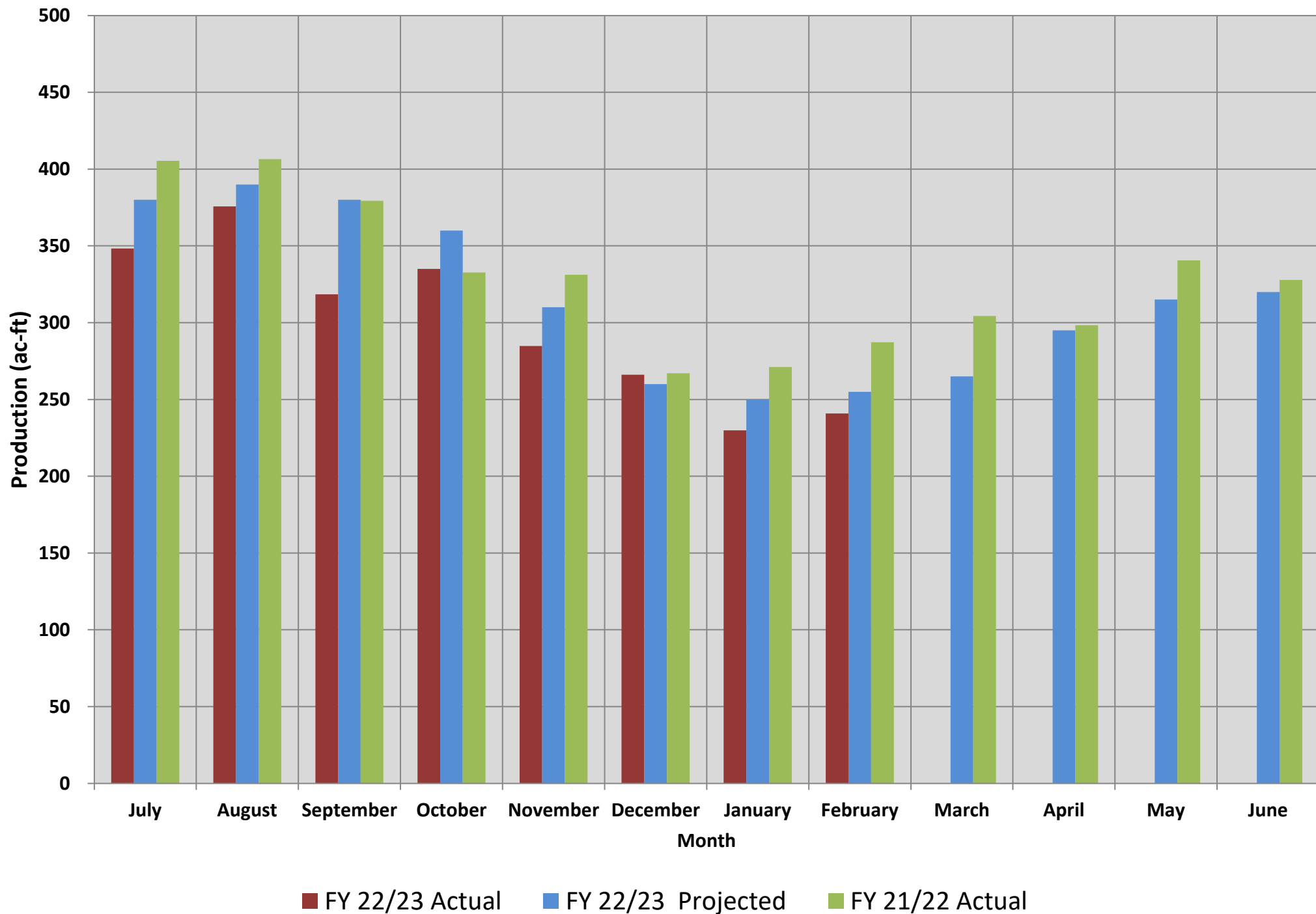
31.46"

2022/23 Fiscal Year Water Production			WY 22/23 - Groundwater Production Water Rights		GWP (Well 16) Water Production - 2023		Purchased Water Production Tier 2 Allocation 2023	
Month	Actual Total Water Production (ac-ft)	Projected Total Water Production (ac-ft)	Month	Month	Month	Well Production (ac-ft)	Month	Imported Water Production (ac-ft)
July	348	380	October	165	January	13	January	74
August	376	390	November	155	February	13	February	92
September	318	380	December	152	March		March	
October	335	360	January	143	April		April	
November	285	310	February	136	May		May	
December	266	260	March		June		June	
January	230	250	April		July		July	
February	241	255	May		August		August	
March		265	June		September		September	
April		295	July		October		October	
May		315	August		November		November	
June		320	September		December		December	
Total to Date	2,399	2,585	Total to Date	751	Total to Date	26	Total to Date	166
Projected	3,594	3,780	Water Rights	3,294			Tier 2	2,154
% of Projected	63.5%	68.4%	% of Rights	23%			% of Allocation	8%
Remaining	1,381	1,195	Remaining	2,543			Remaining	1,988

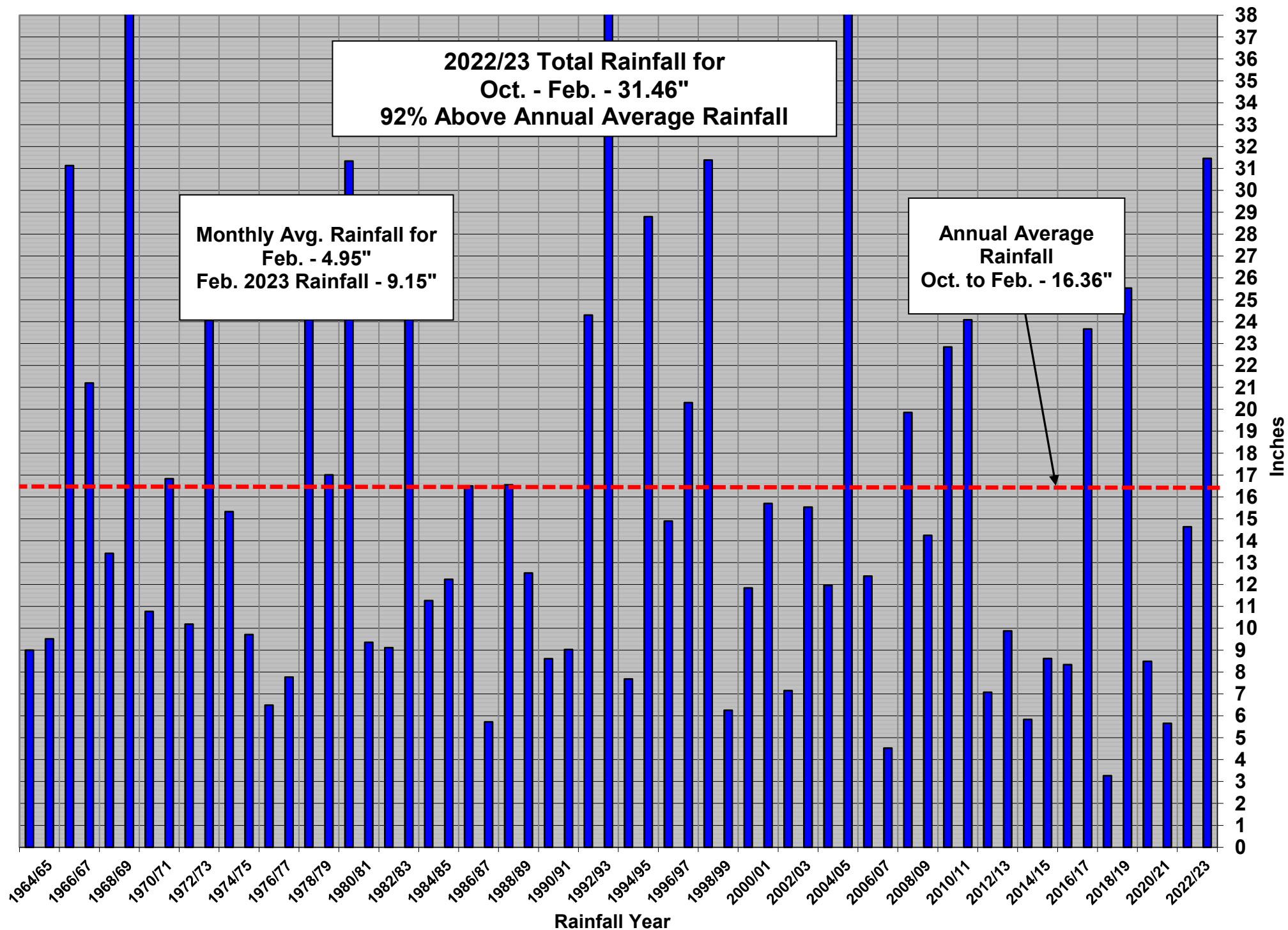
NOTE:

1) Blue Numbers = Estimated Water Production

Monthly Water Production: FY 22/23 Actual, FY 22/23 Projected & FY 21/22 Actual

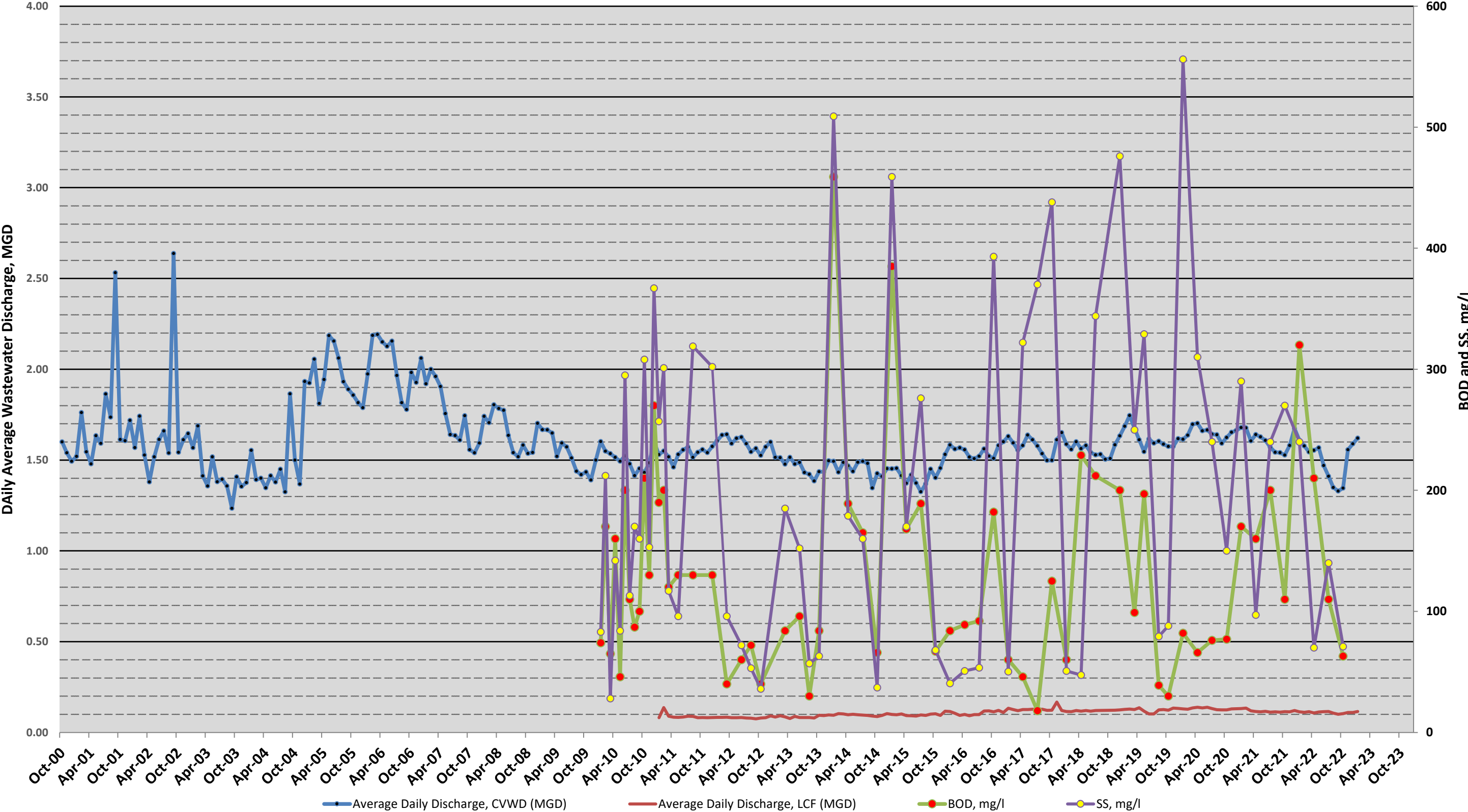


Monthly Rainfall - 1963/64 - 2022/23 (Oct. 1 - Feb 28)



CVWD Daily Average Wastewater Discharge and Strength

October 1, 2000 - January 31, 2023



More Rain Less Drought

By CV Weekly on March 9, 2023 · 0 Comments



*The rain, rain, rain came down, down, down in a rushing, rising
riv'lets. 'Til the river crept out of its bed, And crept right into
Piglet's. – "Rain, Rain, Rain Came Down, Down, Down" from
"Winnie the Pooh and the Blustery Day"*

By Mary O'KEEFE

It has been raining a lot and snowing in the mountains and in lower elevations. We have seen rainfall totals of more than eight inches in one storm. The hillsides that were brown this time last year are now green and reservoirs that were almost empty are now close to full capacity ... and more rain is expected. But the rainfall, though welcome, has brought mudslides and the snow in the mountains has trapped many Californians. Gov. Gavin Newsom activated the California National Guard in 13 counties due to the winter storms.

With all of this, does that mean that our drought is finally over? Well, yes, most of the state has moved from extreme and/or exceptional drought to moderate-to-abnormally dry.

Every Thursday scientists from the National Oceanic Administration Agency (NOAA), U.S. Dept. of Agriculture and Drought Mitigation Center produce maps that show what parts of the country are dealing with drought. They share this information on drought.gov.

As of last Thursday, 83.3% of California is considered abnormally dry –meaning the soil is dry, irrigation delivery begins early, dry-land crop germination is stunted and active fire season begins.

The three-month outlook, according to drought.gov, is a positive sign as far as most of California seeing the end of the drought. Los Angeles County looks like the drought is either gone now or “drought removal [is] likely.” The far east portion of the state, though, still shows signs of persistent drought.

“As far as the latest showing, most of [the state] is not in drought and [most of] LA County is in the lowest category of drought,” said Ryan Kittell, NOAA meteorologist.

Kittell said that getting out of drought is not just determined by how much rain or snow falls but how ground water has increased and how much water is captured in reservoirs.

The state arrived at the current situation through a series of nine atmospheric rivers that began on Dec. 26, 2022. These brought significant amounts of rain, snow and wind to California and other parts of western states throughout the U.S. over a three-week period. Rain and snow storms since then strengthened drought resistance.

During these early storms, 80% of a full seasonal snowpack was deposited, according to drought.gov.

As of the end of Jan. 22, 2023, the snow equivalent for the California Region was 215%, the Great Basin was 206% and the Upper and Lower Colorado River Basins were 146% and 218% respectively, according to Natural Resources Conservation Service (SNOTEL).

So lots of rain has arrived but it's not all good news for all states because there are still reservoir storage deficiencies, like those within the Colorado River system, and groundwater and soil

moisture deficits, especially in the northwest, that have built up over many months to years that will require additional precipitation to overcome.

So, as in all things Californian, there is good news tempered with caution to not get too comfortable. The state historically has been dependent on the Colorado River and other reservoirs. The U.S. Bureau of Reclamation has determined to suspend extra water releases from Flaming Gorge reservoir in Utah. These were emergency measures in place to help stabilize the low water levels at Lake Powell, which is the nation's second largest reservoir.

That's the good news; the cautionary tale to this recent rain is that California still has a water issue because eventually the drought will come back – especially if weather history repeats itself and data indicates it does. People will still be needing water so the push now is to complete more water recycling/reclamation facilities, building more reservoirs and more rainwater capture systems.

Water conservation is something CVW readers have done so well in the past – and should continue. It's like getting a one-time pay raise; if you spend it all at once it is gone and any money issues you had in the past are still there. It is better to enjoy some of that extra windfall while remembering there is always tomorrow. This is true for our recent storms; eventually the sun will come out and dry it all up, the Santa Anas will blow everything dry and the extreme rainfalls will be a distant memory.



More Rain Less Drought added by CV Weekly on March 9, 2023

[View all posts by CV Weekly →](#)

8 March 2023

CVWD

2700 Foothill Blvd

La Crescenta, Ca 91214

Attn: Board of Directors

Ref-Peter Roses Account No. 022231-000

Subject-Winter Water Usage for Calculation of Sewer Charges

Sir-I am writing the Board to propose an alternate method of calculating the sewer charges for the customers in CVWD. My understanding is that the current method of calculation takes the water usage between January and March to determine sewer rates. This method served both the customer and CVWD a means of determining the actual sewer flow since any irrigation during this time period is minimal.

To back track all water agencies adopted this method based upon a uniform year to year winter rains occurring primarily in the January to March timeframe. Now we are in Climate Change the winter rains are anything but consistent with this model.

This year we are experiencing record rains which primarily occurred in the December to January timeframe. From mid January – February we had no rain. It has only been the last week of February and March that we have seen 100 year rain/snow accumulations. Great for the dams however bad for determining actual sewer flows since the CVWD customers had to irrigate during the month long dry spell.

My proposal is that the Board calculates the sewer charges based upon the lesser of the December to January or January to March cycles to determine the sewer usage.

Now I am sure that the argument would be that “this is the way we have always done the calculation”, Jan-Mar, and that this proposal is not common. Also our staff would need to go through every water bill to determine the lowest water usage. I would answer that staff take a random sample of the residential customers, say 10%, and use this to determine the period of water usage that represents best the calculation for sewer fees. This change would be fair and represent the true sewer usage for our CVWD customers and not overcharge them for water not sent to treatment.

I am hoping the Board will look into this option as a benefit to its customers to accurately calculate the winter water usage as the basis of sewer fee.

Peter Roses