



**REVISED**  
**AGENDA/NOTICE OF THE REGULAR MEETING OF THE**  
**SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS**  
**CAPITAL PROJECTS AND CONSTRUCTION COMMITTEE**  
**SPECIAL MEETING**



**Monday, August 18, 2025 – 11:30AM**  
**1333 S. Mayflower Avenue, Suite 360, Monrovia, CA 91016**

**CHAIR**

**Tim Hepburn**  
City of La Verne

**VICE CHAIR**

**Ed Reece**  
City of Claremont  
SGVCOG President

**MEMBERS**

**Becky Shevlin**  
City of Monrovia

**Hon. Hilda Solis**  
LA County Supervisor  
District 1

**Cory Moss**  
City of Industry  
ACE City  
SGVCOG 1<sup>st</sup> Vice  
President

**Ruth Low**  
City of Diamond Bar  
ACE City

**Salvador Melendez**  
City of Montebello  
ACE City

**Tim Sandoval**  
City of Pomona  
ACE City

**Margaret Clark**  
City of Rosemead

**Vinh Truong**  
City of Duarte

The San Gabriel Valley Council of Governments (SGVCOG)'s Capital Project and Construction Committee (Committee) consists of up to 13 Committee members appointed by the SGVCOG's Governing Board. To be appointed a Committee member must be a member of a legislative body of a public agency which is a member of the SGVCOG. A quorum is 50% of the Committee's then current membership. Action taken by the Committee shall be by simple majority of the members present.

**MEETINGS:** *Regular Meetings of the Committee are held on the first Monday of each month at 11:00 AM at the SGVCOG board room, 1333 S. Mayflower Ave., Suite 360, Monrovia, CA 91016.* The agenda packet is available at the SGVCOG's Office, 1333 S. Mayflower Ave., Suite 360, Monrovia CA, and on the website, [www.sgvkog.org](http://www.sgvkog.org). Copies of the agenda are available via email upon request ([sgv@sgvkog.org](mailto:sgv@sgvkog.org)). A copy of the agenda is also posted for public viewing at the entrance of the SGVCOG office. Any additional agenda documents that are distributed to a majority of the Committee after the posting of the agenda will be available for review in the SGVCOG office during normal business hours and on the SGVCOG website noted above.

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all Committee meetings. Time is reserved at each regular meeting for those who wish to address the Committee. SGVCOG requests that persons addressing the meeting refrain from making personal, slanderous, profane or disruptive remarks. A person who continues to disrupt the orderly conduct of the meeting, after being warned by the Board President or designee to cease the disruption, may be precluded from further participation in the meeting.

**TO ADDRESS THE COMMITTEE:** At a regular meeting, the public may comment: (i) on any matter within the subject matter jurisdiction of the Committee that is not on the agenda during the public comment period at the beginning of the agenda; (ii) on any item(s) that is on the Consent Calendar prior to action taken on the Consent Calendar; and (iii) on any other agenda item prior to the time it is considered by the Committee. At a special meeting, the public may only comment on items that are on the agenda. Members of the public are requested to state their name prior to speaking. Comments are limited to a maximum of three minutes per person. The Chair may impose additional time limits if comments become repetitious, an individual member of the public seeks to speak on numerous items, or a large number of members of the public seek to speak on an item. Except in limited situations, the Committee may not take action on items not appearing on the agenda and/or discuss them at length.

**AGENDA ITEMS:** The Agenda contains the regular order of business of the Committee. Items on the Agenda have generally been reviewed and investigated by the staff in advance of the meeting so that the Committee can be fully informed about a matter before making its decision.

**CONSENT CALENDAR:** Items listed on the Consent Calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion on these items unless a Committee member so requests. In this event, the item will be removed from the Consent Calendar and considered after the Consent Calendar.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the SGVCOG office at (626) 962-9292. Notification 48 hours prior to the meeting will enable the SGVCOG to make reasonable arrangement to ensure accessibility to this meeting.



**TELECONFERENCE LOCATIONS:** State law allows Committee Representatives to teleconference from remote locations as long as certain conditions are met, including listing the teleconference location in the agenda. The following location is hereby noticed as teleconference location, which are accessible to the public for the purposes of observing this meeting and/or addressing the Committee.

City of Pomona Chuck Bader Conference Room 505 S. Garey Ave. Pomona, CA 91767	City of Claremont 180 Ave of Flags #325 Buellton, CA 93427	County of Los Angeles 500 W Temple St Suite 856 / 8 <sup>th</sup> Floor Los Angeles, CA 90012
---	---	--

Instructions for Public Comments: For those wishing to make public comments on agenda and non-agenda items, but within the Committee’s subject matter jurisdiction, you may submit written comments via email or provide a verbal comment.

- Written Comments (Email): If you wish to submit written public comments to be distributed to the Committee members prior to or during the meeting, please submit these materials via email to Yanin Rivera at [yrivera@sgvcog.org](mailto:yrivera@sgvcog.org) at least 1 hour prior to the scheduled meeting time. Please indicate in the Subject Line of the email “FOR PUBLIC COMMENT” and the agenda item number to which the public comment is addressed. Written public comments may include, but are not limited to letters, reports, and presentations.
- Verbal Comments (In Person): If you would like to make a public comment at a noticed off-site Committee meeting location, please fill out a public comment card. Comment cards will be made available to you by staff at the entrance to the off-site meeting room.
- Verbal Comments (Zoom): If you would like to participate by teleconference from a private location, please email Yanin Rivera ([yrivera@sgvcog.org](mailto:yrivera@sgvcog.org)) to request an attendee Zoom link at least 24 hours before the meeting. Through Zoom, you may provide a verbal comment by using the web interface “Raise Hand” feature when the agenda item upon which you wish to speak is to be considered. You will then be called upon to provide your verbal comments.

For questions related to accessing the available teleconference locations, please contact Yanin Rivera at [yrivera@sgvcog.org](mailto:yrivera@sgvcog.org) or (626) 214-1308.

## **PRELIMINARY BUSINESS**

1. Pledge of Allegiance
2. Roll Call
3. Public Comment

## **CONSENT CALENDAR**

4. Capital Projects and Construction Committee Meeting Minutes of April 7, 2025 ([Pages 4-6](#))  
*Recommended Action: Adopt Capital Projects and Construction Committee meeting minutes from April 7, 2025.*
5. Approval of Service Agreement with San Gabriel Valley Water Company for the Relocation of Water Facilities on the Turnbull Canyon Road Project ([Pages 7-34](#))  
*Recommended Action: 1) Authorize the Executive Director to execute the service agreement between the SGVCOG and the San Gabriel Valley Water Company (SGVWC) for the relocation of existing water facilities on Turnbull Canyon Road in the amount not to exceed \$757,470. 2) Authorize the Executive Director to execute subsequent amendments with the San Gabriel Valley Water Company (SGVWC) for the Turnbull Canyon Road Grade Separation Project.*

## **UPDATE ITEMS**

6. Announcements/ Member Comments

## **CLOSED SESSION**

7. Conference with Legal Counsel – Anticipated Litigation  
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4).

## **ADJOURNMENT**

SGVCOG Capital Projects & Construction Committee Unapproved Meeting Minutes

April 7, 2025

11:00 AM



**Capital Projects & Construction Committee Unapproved Meeting Minutes**

Date: April 7, 2025

Time: 11:00 am

Location: 1333 S. Mayflower Avenue, Suite 360, Monrovia, CA 91016

**PRELIMINARY BUSINESS**

1. Pledge of Allegiance  
T. Hepburn led the pledge of allegiance.

2. Roll Call

**Members Present:**

Tim Hepburn, Chair, La Verne  
Ed Reece, Vice Chair, Claremont  
Becky Shevlin, Monrovia  
Ruth Low, Diamond Bar  
Cory Moss, Industry  
Tim Sandoval, Pomona  
Hilda Solis, LA County District 1

**Absent**

Margaret Clark, Rosemead  
Salvador Melendez, Montebello

**Staff:**

Marisa Creter, Executive Director  
David DeBerry, General Counsel  
Kevin Lai, Director of Capital Projects  
Rene Coronel, Senior Project Manager  
Martin Moreno, Senior Project Manager  
Carrie Inciong, Senior Project Manager  
John Beshay, Senior Project Manager  
Steph Wong, Senior Advisor  
Yanin Rivera, Management Analyst  
Maria Cano, Outreach Coordinator  
Joan Powe, Principal Management Analyst  
Vanessa Guerra, Management Analyst  
Jois Talla, Management Aide  
Ben Feldman, Metro Board Deputy  
Jonathan Horton, Government Relations Analyst

**Guests:**

David DeBerry, Woodruff & Smart  
Cassie Trapesonian, Woodruff & Smart

# SGVCOG Capital Projects & Construction Committee Unapproved Meeting Minutes

April 7, 2025

11:00 AM

## 3. Public Comment

There was no public comment at this meeting.

## CONSENT CALENDAR

### 4. Capital Projects and Construction Committee Meeting Minutes of February 3, 2025

*Action: Adopt Capital Projects and Construction Committee meeting minutes from February 3, 2025*

### 5. Approval of Contract Amendment FY25/26 for Stantec Consulting Services, Inc.

*Action: Authorize the Executive Director to approve one 1-year contract amendment and budget amendment amount of \$440,069 with Stantec Consulting Services, Inc. for continuing support services needed to deliver the remaining ACE construction projects from July 1, 2025 through June 30, 2026 for a Not-to-Exceed (NTE) total amount of \$1,280,968.*

### 6. Approval of Revised Funding Agreement (FA#1) with Metro for the State Route 57/60 Chokepoint Relief Program Phase 2 – SR 57/60 Interchange Improvements Project

*Actions:*

- 1. Authorize the Executive Director to execute a Revised Funding Agreement (FA#1) between SGVCOG and the Los Angeles County Metropolitan Transportation Authority (Metro) for the reimbursement of direct costs associated with management of the State Route 57/60 Interchange Improvements Project, the second and final phase of the State Route 57/60 Chokepoint Relief Program for a Not-to-Exceed (NTE) amount of \$42,869,233; and*
- 2. Authorize the Executive Director to execute subsequent amendments to the Funding Agreements with Los Angeles County Metropolitan Transportation Authority (Metro) for the State Route 57/60 Interchange Improvements Project.*

**There was a motion to approve the Consent Calendar.**

**(M/S: R. Low, B. Shevlin) [Motion Passed]**

<b>AYES:</b>	T. Hepburn, E. Reece, R. Low, C. Moss, B. Shevlin, T. Sandoval, H. Solis
<b>NOES:</b>	
<b>ABSTAIN:</b>	
<b>ABSENT:</b>	S. Melendez, M. Clark

## UPDATE ITEMS

### 7. Director of Capital Projects Monthly Report

SGVCOG Director of Capital Projects Kevin Lai provided a report. SGVCOG Project Managers provided an update on current projects, including the 57/60 confluence project, the Fullerton Road Grade Separation, the Montebello Grade Separation, and the Turnbull Canyon Grade Separation.

### 8. Chair's Report

Chair Hepburn provided an update on this item.

### 9. General Counsel's Report

David DeBerry provided an update on this item.

SGVCOG Capital Projects & Construction Committee Unapproved Meeting Minutes

April 7, 2025

11:00 AM

10. Announcements/ Member Comments

**CLOSED SESSION**

11. Conference with Legal Counsel – Anticipated Litigation

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4).

General Counsel D. DeBerry indicated that there is nothing to report from the closed session.

**ADJOURN**

The meeting was adjourned at 12:12 pm.

# REPORT

DATE: August 18, 2025

TO: Capital Projects and Construction Committee Members & Alternates

FROM: Marisa Creter, Executive Director

RE: **APPROVAL OF SERVICE AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY FOR THE RELOCATION OF WATER FACILITIES ON THE TURNBULL CANYON ROAD GRADE SEPARATION PROJECT**

## **RECOMMENDED ACTION**

- 1) Authorize the Executive Director to execute the service agreement between the SGVCOG and the San Gabriel Valley Water Company (SGVWC) for the relocation of existing water facilities on Turnbull Canyon Road in the amount not to exceed \$757,470.
- 2) Authorize the Executive Director to execute subsequent amendments with the San Gabriel Valley Water Company (SGVWC) for the Turnbull Canyon Road Grade Separation Project.

## **BACKGROUND**

The Turnbull Canyon Road Grade Separation Project, located in the City of Industry and Los Angeles County, is designed to improve safety and mobility by eliminating an at-grade railroad crossing. The project supports SGVCOG's priorities of promoting multimodal transportation, reducing greenhouse gas emissions, and improving access for disadvantaged communities. Construction includes a roadway overpass and a separate pedestrian bridge over the UPRR tracks, along with retaining walls, utility and stormwater relocations, improved local access, enhanced truck circulation, and landscaping. The overpass will raise the inner lanes of Turnbull Canyon Road above the tracks, while the outer lanes will remain at grade to provide local access.

## **CURRENT STATUS**

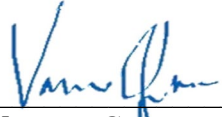
The existing SGVWC water line is located in the center of Turnbull Canyon Road and directly conflicts with the proposed bridge abutment and retaining wall. To allow construction to proceed, the line must be relocated outside the construction footprint. SGVWC will remove the existing line and laterals, install a new 12-inch water main on the east side of the street and an 8-inch main on the west side, and place new fire hydrants along both sides.

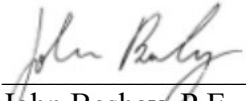
SGVWC has provided documentation confirming their prior rights to the existing facilities south of the Railroad tracks, which requires the project to fully fund this relocation. This work must be completed before construction of the viaduct bridge to avoid schedule delays. SGVWC will coordinate all activities to ensure timely and compliant completion


## **FISCAL IMPACT**

The project received funding from the Trade Corridor Enhancement Program (TCEP) and Measure

M that will be used to cover the costs associated with this line relocation. Approval of this agreement is necessary to move forward with the water line relocation and to prevent potential delays to the overall project schedule.

Prepared by:   
Vanessa Guerra  
Management Analyst

Reviewed by:   
John Beshay, P.E.  
Assistant Director of Capital Projects

Approved by:   
Marisa Creter  
Executive Director

## **ATTACHMENTS**

Attachment A: SGVWC Service Agreement



DRAFT 7/16/25 BM/AT:as/sr

Date

Ms. Marisa Creter  
 Executive Director  
 San Gabriel Valley Council of Governments  
 1333 South Mayflower Avenue, Suite 360  
 Monrovia, CA 91016

Subject: Installation of Water Facilities  
 Turnbull Canyon Road  
 Walbrook Drive to Clark Avenue  
 City of Industry, California  
 Our Job No. 10355L

Dear Ms. Creter:

In accordance with your request, we have prepared plans, priced materials, and obtained contract labor proposals to install the water facilities required to serve the subject location. Our estimate of the cost to install those facilities and the required deposit are as follows:

<u>Item</u>	<u>Estimated Cost</u>
Main Extension Contract Form 5E (Form 388)	\$666,770.00
Fire Hydrant Installation Agreement (Form 344SG) for the installation of four 6-inch fire hydrants	93,850.00
Service Installation Agreement (265) (Form 440SG) for the installation of one 2-inch and one 1-inch domestic services with 2-inch and 5/8-inch meters	19,280.00
Direction to Perform Work form (Form 113.62 SG) to remove one 6-inch fire hydrant	2,450.00
Direction to Perform Work form (Form 113.62 SG) to deactivate two 12-inch and five 6-inch mains	1,790.00

BM.  
7/17/25

Page 9 of 34

OK  
Reviewed by  
AT  
7-16-25

<u>Item</u>	<u>Estimated Cost</u>
Direction to Perform Work form (Form 113.62 SG) to deactivate one 6-inch fire hydrant	<u>3,830.00</u>
Total estimated cost and required deposit	\$787,970.00
Less deposit previously received	<u>(30,500.00)</u>
Balance of estimated cost and required deposit	<u>\$757,470.00</u>

Under current state and federal tax regulations, payments to water utilities for the installation of certain water service connections are taxable income to the utility. Therefore, the estimated cost shown above includes \$3,416.00 for the tax applicable to your project.

Please sign the enclosed Main Extension Contract Form 5E (Form 388), Fire Hydrant Installation Agreement (Form 344SG), Service Installation Agreement (265) (Form 440SG), and Direction to Perform Work forms (Form 113.62 SG), and return them along with a signed copy of this letter and wire the balance of the estimated cost and required deposit to the bank account according to the wiring instructions described on Attachment "A." Upon receipt of the foregoing, we will procure the necessary materials and schedule the work, which can follow approximately two weeks thereafter. When such work is completed, the deposit is subject to adjustment or refund.

The required deposit must be received within 180 calendar days of the date of this letter. If the final deposit is not received within 180 calendar days, San Gabriel Valley Water Company ("San Gabriel") may cancel your project and require that a new application be submitted along with the full submittal of all current and approved development plans.

The company's rules require that each applicant for a new water service provide, at the applicant's expense, a shut-off valve for the discharge side of the water meter. Such a valve is also required by the Uniform Plumbing Code. Please furnish us valves for the domestic services so we may install them at the time the services are installed.

The property owner and its contractors, agents, and representatives may not modify or alter any of San Gabriel's facilities prior to, during, and following construction.

Ms. Marisa Creter

DRAFT 7/16/25 BM/AT:as/sr

Page 3

Date

Also enclosed herewith for your review and file is a copy of our construction plans which show the size and location of the facilities we plan to install for this development. If you have any question about our plans or any of the foregoing, please contact me at (909) 201-7375 or [bmarroquin@sgvwater.com](mailto:bmarroquin@sgvwater.com).

Very truly yours,

Bryant Marroquin, P.E.  
Director of Engineering

BM:as

Enclosures

ACKNOWLEDGMENT

I am the signing authority for the San Gabriel Valley Council of Governments and we hereby acknowledge receipt of this letter and enclosures and agree to the terms and conditions therein.

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attachment "A"

**SAN GABRIEL VALLEY WATER COMPANY  
INSTRUCTIONS FOR INCOMING DOMESTIC WIRE TRANSFER**

Bank: Bank of America  
333 South Hope Street, Suite 300  
Los Angeles, CA 90071  
(213) 621-7382

Wire Routing No: 026 009 593

Account No: 14592-00268

Beneficiary: San Gabriel Valley Water Company  
11142 Garvey Avenue  
El Monte, CA 91733

The wire transfer reference must include our job number for your project and your business name as shown on this Service Agreement. Once your wire transfer is complete, please send an e-mail to Chris E. Schiewe, San Gabriel Valley Water Company's Project Administration Supervisor, at [ceschiewe@sgvwater.com](mailto:ceschiewe@sgvwater.com) confirming your transfer.

If you have any questions regarding the wire instructions, please contact Chris via the above e-mail or phone at (909) 201-7375.

**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant – Special Facilities (Together or Separately)**  
**Fire Flow Requirements Either Meet or Exceed General Order No. 103**

Utility

Name San Gabriel Valley Water Company District Los Angeles County Division  
Address P.O. Box 6010, El Monte, CA 91734

Applicant

Name San Gabriel Valley Council of Governments  
Address 1333 South Mayflower Avenue, Suite 360, Monrovia, CA 91016  
Description Owner/Developer

Preliminary Statement

This Contract is entered into pursuant to the requirements of, and in accordance with the various applicable provisions of, Utility's Main Extension Rule in effect and on file with the California Public Utilities Commission, a copy of which is attached hereto and made a part hereof, hereinafter "Rule." This Contract does not, therefore, require specific authorization of said Commission, to carry out its terms and conditions.

Purpose of Contract

Applicant hereby applies for a water main extension. The Distribution Plant and/or Special Facilities described in attached Exhibit B shall be installed by Utility, and those described in Exhibit C by Applicant. Such Distribution Plant and/or Special Facilities will be used for the purpose of furnishing public utility water service to that certain property known as:

Turnbull Canyon Road – Walbrook Drive to Clark Avenue  
City of Industry, California  
Our Job No. 10355L

and delineated on that map attached hereto as Exhibit A. Utility agrees that it will, as soon as necessary materials and labor are available, and necessary permits, franchises, licenses or other governmental authorizations have been obtained, commence and prosecute to completion with all reasonable diligence the work of installing the Distribution Plant and/or Special Facilities and when complete and accepted will provide utility service in accordance with Utility's tariffs.

Fire Protection

The distribution system is designed to meet the fire flow requirements established pursuant to Section VIII.1(a) in the California Public Utilities Commission General Order No. 103 as ordered by Decision 82-04-089 dated April 21, 1982.



**MAIN EXTENSION CONTRACT**  
**SUBDIVISIONS, TRACTS, HOUSING PROJECTS, INDUSTRIAL DEVELOPMENTS,**  
**COMMERCIAL BUILDINGS, OR SHOPPING CENTERS**  
**Distribution Plant – Special Facilities (Together or Separately)**  
**Fire Flow Requirements Either Meet or Exceed General Order No. 103**

Contributions Not Subject to Refund – Distribution Plant and/or Special Facilities

Applicant agrees to contribute the amount of \$666,770.00 to cover the cost of facilities described in said Exhibit B, pursuant to Section C.1.d. of Rule, which amount includes \$30,500.00 which has already been deposited pursuant to Section A.5.b. of Rule, before construction of the main extension is commenced, subject to revision of the amount contributed pursuant to Section A.6.e. of Rule. Applicant also agrees to contribute the cost of installed facilities described in Exhibit C, pursuant to Section C.1.c. of Rule.

Refunds

All costs are contributed and are not subject to refund.

Conditions

The Utility will not be required to make extensions under this Contract where the easements, rights of way or streets are not kept free from other interfering construction or street work during installation of said water system. Applicant agrees to use its best efforts to assist Utility to obtain any and all permits, franchises or other governmental authorizations which may be required for the installation of the facilities. Applicant will provide any easements or rights of way required for the installation.

Successors and Assigns

The obligations of the Applicant shall be joint and several. This agreement shall bind and inure to the benefit of the heirs, representatives, executors, administrators, successors and/or assigns of the respective Parties hereto.

Jurisdiction of the Public Utilities Commission

This Contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

The effective date of this Contract shall be \_\_\_\_\_, 20\_\_\_\_

Signatures

Utility

Applicant

San Gabriel Valley Water Company,  
a California corporation

San Gabriel Valley Council of Governments

By \_\_\_\_\_

By \_\_\_\_\_

Title Vice President - Engineering

Title \_\_\_\_\_

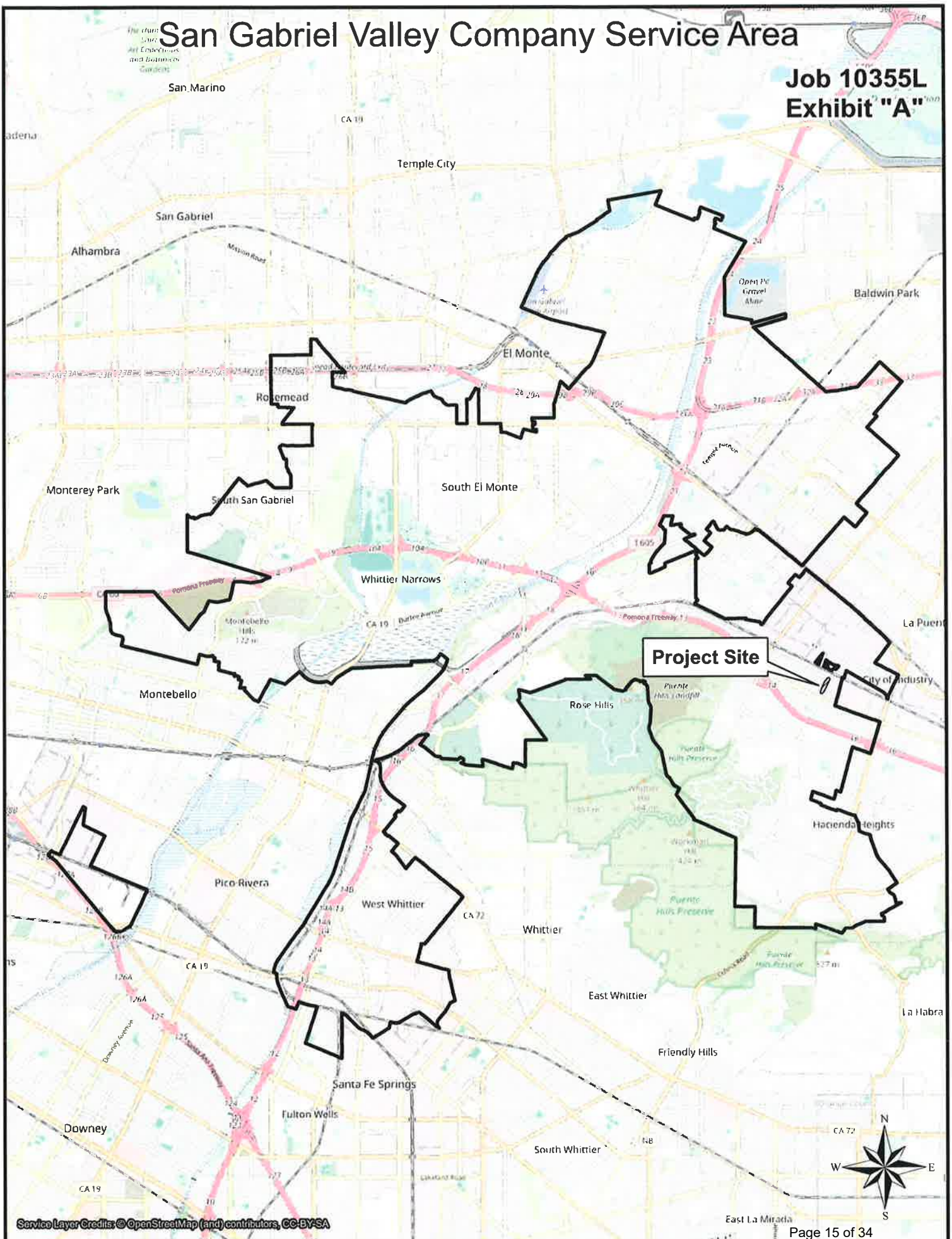
Date \_\_\_\_\_

Date \_\_\_\_\_

The Church  
San Gabriel  
and Business  
Gardens

# San Gabriel Valley Company Service Area

Job 10355L  
Exhibit "A"



**EXHIBIT B  
MAIN EXTENSION CONTRACT**

**Job No. 10355L**

**FACILITIES TO BE INSTALLED BY UTILITY:**

<u>Quantity</u>	<u>Description</u>	<u>Estimated Cost</u>
1380	Linear feet of 12-inch and 8-inch diameter water main	\$484,780.00

Total Labor and Material	\$484,780.00
Overheads	95,017.00
Contingency	86,973.00
Subtotal	\$666,770.00
Income Tax Component	N/A
Total Estimated Cost – Required Deposit	\$666,770.00



**EXHIBIT C**  
**MAIN EXTENSION CONTRACT**

**Job No. 10355L**

FACILITIES TO BE INSTALLED BY APPLICANT:

<u>Quantity</u>	<u>Description</u>	<u>Estimated Cost</u>
-----------------	--------------------	-----------------------

NOT APPLICABLE TO THIS PROJECT

## FIRE HYDRANT INSTALLATION AGREEMENT

SAN GABRIEL VALLEY WATER COMPANY ("Utility") acknowledges the request of

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

("Applicant") for the installation of four 6-inch fire hydrant(s) as required by

LOS ANGELES COUNTY FIRE DEPARTMENT

at or near the following location and/or within the following tract or property:

Turnbull Canyon Road - Walbrook Drive to Clark Avenue  
City of Industry, California

Upon receipt of the sum of \$93,850.00, the estimated cost of said fire hydrant(s), and upon approval and acceptance of the terms and conditions of this agreement, Utility agrees to construct said hydrant(s). Adjustment of the above sum shall be made, either by additional payment by Applicant or by refund by Utility of any difference between the above sum and the actual completed cost, within sixty (60) days after said cost has been determined by Utility. Thereafter, no refunds will be made.

SAN GABRIEL VALLEY WATER COMPANY

By \_\_\_\_\_

Matt Y. Yucelen, P.E.

Title Vice President - Engineering

Date \_\_\_\_\_

APPROVED AND ACCEPTED BY  
APPLICANT:

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# SAN GABRIEL VALLEY WATER COMPANY

## SERVICE INSTALLATION AGREEMENT (265)

Date \_\_\_\_\_

Deposit \$ 19,280.00

By Matt Y. Yucelen, P.E.

Service Size 2-inch and 1-inch

Applicant San Gabriel Valley Council of Governments

Service Address Turnbull Canyon Road – Walbrook Drive to Clark Avenue,

City of Industry, California

Collection Address 1333 South Mayflower Avenue, Suite 360, Monrovia, CA 91016

Description Installation of one 2-inch and one 1-inch diameter domestic services with 2-inch and 5/8-inch meters.

The amount deposited herewith is the estimated cost of installing the water facilities necessary for providing the requested service. The deposit will be adjusted to actual cost after installation of the water facilities is completed. If the deposit is insufficient to cover the actual cost of installation, Applicant will pay the difference upon presentation of a bill. Refund of any excess deposit is to be made to Applicant by check mailed to the above collection address.

Under current income tax regulations, payments to water utilities for the installation of certain water service connections are taxable income to the utility. Guidelines prescribed by the Public Utilities Commission require that the deposit shown above includes \$3,416.00 for the tax applicable to your project.

APPLICANT

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Connection No. 

--	--	--	--	--	--

Job No. 10355L-04

Account No. 265L \$15,864.00

Account No. 228 \$3,416.00

If no specific job number is assigned, use  
Company Service Job No. 5200L.

# SAN GABRIEL VALLEY WATER COMPANY

## DIRECTION TO PERFORM WORK

Date \_\_\_\_\_

You are hereby directed to perform the work described below.

It is understood that I am depositing, at this time, the estimated cost of this work. When such work is completed, a final accounting shall be made and if this deposit is insufficient I will pay the difference upon presentation of a bill. Refund of any overpayment shall be made by check mailed to the below address.

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

\_\_\_\_\_  
Signature

Estimated Cost \$ 2,450.00

1333 South Mayflower Avenue, Suite 360

Monrovia, CA 91016

Mailing Address

Service Address Turnbull Canyon Road – Walbrook Drive to Clark Avenue, City of Industry, CA

Description of Work Remove one 6-inch fire hydrant.

# SAN GABRIEL VALLEY WATER COMPANY

## DIRECTION TO PERFORM WORK

Date \_\_\_\_\_

You are hereby directed to perform the work described below.

It is understood that I am depositing, at this time, the estimated cost of this work. When such work is completed, a final accounting shall be made and if this deposit is insufficient I will pay the difference upon presentation of a bill. Refund of any overpayment shall be made by check mailed to the below address.

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

\_\_\_\_\_  
Signature

Estimated Cost \$ 1,790.00

1333 South Mayflower Avenue, Suite 360  
Monrovia, CA 91016

Mailing Address

Service Address Turnbull Canyon Road – Walbrook Drive to Clark Avenue, City of Industry, CA

Description of Work Deactivate two 12-inch and five 6-inch mains.

# SAN GABRIEL VALLEY WATER COMPANY

## DIRECTION TO PERFORM WORK

Date \_\_\_\_\_

You are hereby directed to perform the work described below.

It is understood that I am depositing, at this time, the estimated cost of this work. When such work is completed, a final accounting shall be made and if this deposit is insufficient I will pay the difference upon presentation of a bill. Refund of any overpayment shall be made by check mailed to the below address.

SAN GABRIEL VALLEY COUNCIL  
OF GOVERNMENTS

\_\_\_\_\_  
Signature

Estimated Cost \$ 3,830.00

1333 South Mayflower Avenue, Suite 360

Monrovia, CA 91016

Mailing Address

Service Address Turnbull Canyon Road – Walbrook Drive to Clark Avenue, City of Industry, CA

Description of Work Deactivate one 6-inch fire hydrant.

**Rule No. 15**  
**MAIN EXTENSIONS**

**A. General Provisions and Definitions**

**1. Applicability**

- a. All extensions of distribution mains, from the utility's basic production and transmission system or existing distribution system, to serve new customers, except for those specifically excluded below, shall be made under the provisions of this rule unless specific authority is first obtained from the Commission to deviate therefrom. A main extension contract shall be executed by the utility and the applicant or applicants for the main extension before the utility commences construction work on said extensions or, if constructed by applicant or applicants, before the facilities comprising the main extension are transferred to the utility.
- b. Extensions primarily for fire hydrant, private fire protection, resale, temporary, standby, or supplemental service shall not be made under this rule.
- c. The utility may, but will not be required to, make extensions under this rule in easements or rights-of-way where final grades have not been established, or where street grades have not been brought to those established by public authority. If extensions are made when grades have not been established and there is a reasonable probability that the existing grade will be changed, the utility shall require that the applicant or applicants for the main extension deposit, at the time of execution of the main extension agreement, the estimated net cost of relocating, raising or lowering facilities upon establishment of final grades. Adjustment of any difference between the amount so deposited and the actual cost of relocating, raising or lowering facilities shall be made within ten days after the utility has ascertained such actual cost. The net deposit representing actual cost is not subject to refund. The entire deposit related to the proposed relocation, raising or lowering shall be refunded when such displacements are determined by proper authority to be not required.

**2. Limitation of Expansion**

- a. Whenever the outstanding advance contract balances reach 40 percent of total capital (defined, for the purpose of this rule, as proprietary capital, or capital stock and surplus, plus debt and advances for construction) the utility shall so notify the Commission within thirty days.

- b. Whenever the outstanding advance contract balances plus the advance on a proposed new extension would exceed 50 percent of total capital, as defined in Section A.2.a. plus the advance on the proposed new extension, the utility shall not make the proposed new extension of distribution mains without authorization of the Commission. Such authorization may be granted by a letter from the Executive Director of the Commission.
- c. Whenever the outstanding advance contract balances reach the above level, the utility shall so notify the Commission within thirty days.

### 3. Definitions

- a. A "bona-fide customer," for the purposes of this rule, shall be a customer (excluding any customer formerly served at the same location) who has given satisfactory evidence that service will be reasonably permanent to the property which has been improved with a building of a permanent nature, and to which service has commenced. The provision of service to a real estate developer or builder, during the construction or development period, shall not establish him as a bona-fide customer.
- b. A "real estate developer" or "builder," for the purposes of this rule, shall include any individual, association of individuals, partnership, or corporation that divides a parcel of land into two or more portions, or that engages in the construction and resale of individual structures on a continuing basis.
- c. The "adjusted construction cost," for the purposes of this rule, shall be reasonable and shall not exceed the costs recorded in conformity with generally accepted water utility accounting practices, and as specifically defined in the Uniform System of Accounts for Water Utilities prescribed by the Commission, of installing facilities of adequate capacity for the service requested. If the utility, at its option, should install facilities with a larger capacity or resulting in a greater footage of extension than required for the service requested, the "adjusted construction cost," for the purpose of this rule, shall be determined by the application of an adjustment factor to actual construction cost of facilities installed. This factor shall be the ratio of estimated cost of required facilities to estimated cost of actual facilities installed.

### 4. Ownership, Design, and Construction of Facilities

- a. Any facilities installed hereunder shall be the sole property of the utility. In those instances in which title to certain portions of the installation, such as fire hydrants, will be held by a political subdivision, such facilities shall not be included as a part of the main extension under this rule, and will



neither be owned by the utility nor subject to refund under the provisions of Section C.2. of this rule.

- b. The size, type, quality of materials, and their location shall be specified by the utility; and the actual construction shall be done by the utility or by a constructing agency acceptable to it.
- c. Where the property of an applicant is located adjacent to a right-of-way, exceeding 70 feet in width, for a street, highway, or other public purpose, regardless of the width of the traveled way or pavement; or on a freeway, waterway, or railroad right-of-way, the utility may elect to install a main extension on the same side thereof as the property of the applicant, and the estimated and adjusted construction costs in such case shall be based upon such an extension.
- d. When an extension must comply with an ordinance, regulation, or specification of a public authority, the estimated and adjusted construction costs of said extension shall be based upon the facilities required to comply therewith.
- e. If the following provisions for water conservation are included in local building codes and/or ordinances the main extension contract shall contain these provisions.
  - 1) All interior plumbing in new buildings shall meet the following requirements:
    - a) Toilets shall not use more than 3½ gallons per flush, except that toilets and urinals with flush valves may be installed.
    - b) Shower heads shall contain flow controls which restrict flow to a maximum of approximately 3 gallons per minute.
    - c) Kitchen and lavatory faucets shall have flow controls which restrict flow to a maximum of approximately 2 gallons per minute.
  - 2) All new parks, median strips, landscaped public areas and landscaped areas surrounding condominiums, townhouses, apartments, and industrial parks shall have a well-balanced automatic irrigation system designed by a landscape architect or other competent person, and shall be operated by electric time controller stations set for early morning irrigation.

5. Estimates, Plans, and Specifications

- a. Upon request by a potential applicant for a main extension of 100 feet or less, the utility shall prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be advanced by said applicant.
- b. Any applicant for a main extension requesting the utility to prepare detailed plans, specifications, and cost estimates shall be required to deposit with the utility an amount equal to the estimated cost of preparation of such material. The utility shall, upon request, make available within 45 days after receipt of the deposit referred to above, such plans, specifications, and cost estimates of the proposed main extension. If the extension is to include oversizing of facilities to be done at the utility's expense, appropriate details shall be set forth in the plans, specifications, and cost estimates.
- c. In the event a main extension contract with the utility is executed within 180 days after the utility furnishes the detailed plans and specifications, the deposit shall become a part of the advance, and shall be refunded in accordance with the terms of the main extension contract. If such contract is not so executed, the deposit to cover the cost of preparing plans, specifications, and cost estimates shall be forfeited by the applicant for the main extension and the amount of the forfeited deposit shall be credited to the account or accounts to which the expense of preparing said material was charged.
- d. When detailed plans, specifications, and cost estimates are requested, the applicant for a main extension shall furnish a map to a suitable scale showing the street and lot layouts and, when requested by the utility, contours or other indication of the relative elevation of the various parts of the area to be developed. If changes are made subsequent to the presentation of this map by the applicant, and these changes require additional expense in revising plans, specifications, and cost estimates, this additional expense shall be borne by the applicant, not subject to refund, and the additional expense thus recovered shall be credited to the account or accounts to which the additional expense was charged.

#### 6. Timing and Adjustment of Advances

- a. Unless the applicant for the main extension elects to arrange for the installation of the extension himself, as permitted by Section C.1.c., the full amount of the required advance or an acceptable surety bond must be provided to the utility at the time of execution of the main extension agreement.
- b. If the applicant for a main extension posts a surety bond in lieu of cash, such surety bond must be replaced with cash not less than ten calendar

days before construction is to commence; provided, however, that if special facilities are required primarily for the service requested, the applicant for the extension may be required to deposit sufficient cash to cover the cost of such special facilities before they are ordered by the utility.

- c. An applicant for a main extension who advances funds shall be provided with a statement of actual construction cost and adjusted construction cost showing in reasonable detail the costs incurred for material, labor, any other direct and indirect costs, overheads, and total costs; or unit costs; or contract costs, whichever are appropriate.
- d. Said statement shall be submitted within sixty days after the actual construction costs of the installation have been ascertained by the utility. In the event that the actual construction costs for the entire installation shall not have been determined within 120 days after completion of construction work, a preliminary determination of actual and adjusted construction costs shall be submitted, based upon the best available information at that time.
- e. Any differences between the adjusted construction costs and the amount advanced shall be shown as a revision of the amount of advance and shall be payable within thirty days of date of submission of statement.

#### 7. Assignment of Main Extension Contracts

Any contract entered into under Sections Band C of this rule, or under similar provisions of former rules, may be assigned, after settlement of adjusted construction costs, after written notice to the utility by the holder of said contract as shown by the utility's records. Such assignment shall apply only to those refunds which become due more than thirty days after the date of receipt by the utility of the notice of assignment. The utility shall not be required to make any one refund payment under such contract to more than a single assignee.

#### 8. Interpretations and Deviations

In case of disagreement or dispute regarding the application of any provision of this rule, or in circumstances where the application of this rule appears unreasonable to either party, the utility, applicant or applicants may refer the matter to the Commission for determination.

### B. Extensions to Serve Individuals

#### 1. Payment

Extensions of water mains to serve new individual customers shall be paid for and contributed to the utility by the individual customer requesting the main extension. Calculation of payment shall be on the basis of a main not in excess of 6" in diameter, except where a larger main is required by the special needs of the new customer. The utility shall be responsible for installing and paying for service pipes, meter boxes and meters to serve the new individual customer.

## 2. Refunds

If subsequent applications for water service are connected directly to the main extension contributed by the original individual customer, such subsequent applicants shall pay to the utility an amount equal to the cost of 100 feet of the original extension. Such amounts shall be immediately refunded by the utility to the initial customer who originally paid for and contributed the main extension to the utility. Total payments to the initial customer by subsequent applicants for water service shall not exceed the original cost of the extension. No refunds shall be made after a period of ten years from the completion of the main extension.

## C. Extensions to Serve Subdivisions, Tracts, Housing Projects, Industrial Developments, Commercial Buildings, or Shopping Centers

### 1. Advances

- a. Unless the procedure outlined in Section C.1.c. is followed, an applicant for a main extension to serve a new subdivision, tract, housing project, industrial development, commercial building, or shopping center shall be required to advance to the utility, before construction is commenced, the estimated reasonable cost of the extension to be actually installed, from the nearest utility facility at least equal in size or capacity to the main required to serve both the new customers and a reasonable estimate of the potential customers who might be served directly from the main extension. The costs of the extension shall include necessary service stubs or service pipes, fittings, gates and housing therefor, and meter boxes, but shall not include meters. To this shall be added the cost of fire hydrants when requested by the applicant for the main extension or required by public authority, whenever such hydrants are to become the property of the utility.
- b. If special facilities consisting of items not covered by Section C.1.a. are required for the service requested and, when such facilities to be installed will supply both the main extension and other parts of the utility's system, at least 50 percent of the design capacity (in gallons, gpm, or other appropriate units) is required to supply the main extension, the cost of such special facilities may be included in the advance, subject to refund,

as hereinafter provided, along with refunds of the advance of the cost of the extension facilities described in Section C.1.a. above.

- c. In lieu of providing the advances in accordance with Sections C.1.a. and C.1.b., the applicant for a main extension shall be permitted, if qualified in the judgment of the utility, to construct and install the facilities himself, or arrange for their installation pursuant to competitive bidding procedures initiated by him and limited to the qualified bidders. The cost, including the cost of inspection and supervision by the utility, shall be paid directly by applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount to be treated as an advance subject to refund shall be the lesser of (1) the actual cost or (2) the price quoted in the utility's detailed cost estimate. The installation shall be in accordance with the plans and specifications submitted by the utility pursuant to Section A.5.b.
- d. If, in the opinion of the utility it appears that a proposed main extension will not, within a reasonable period, develop sufficient revenue to make the extension self-supporting, or if for some other reason it appears to the utility that a main extension contract would place an excessive burden on customers, the utility may require nonrefundable contributions of plant facilities from developers in lieu of a main extension contract.
- e. If an applicant for a main extension contract who is asked to contribute the facilities believes such a request to be unreasonable, such applicant may refer the matter to the Commission for determination, as provided for in Section A.8. of this rule.

## 2. Refunds

- a. The amount advanced under Sections C.1.a., C.1.b., and C.1.c. shall be subject to refund by the utility, in cash, without interest, to the party or parties entitled thereto as set forth in the following two paragraphs. The total amount so refunded shall not exceed the total of the amount advanced and for a period not to exceed 40 years after the date of the contract.
- b. Payment of refunds shall be made not later than June 30 of each year, beginning the year following execution of contract, or not later than 6 months after the contract anniversary date if on an anniversary date basis.
- c. Whenever costs of main extensions and/or special facilities have been advanced pursuant to Sections C.1.a., C.1.b., or C.1.c., the utility shall annually refund to the contract holders an amount equal to 2½ percent of the advances until the principal amounts of the contracts have been fully repaid.

- d. Whenever costs of special facilities have been advanced pursuant to Sections C.1.b. or C.1.c., the amount so advanced shall be divided by the number of lots (or living units, whichever is greater) which the special facilities are designed to serve, to obtain an average advance per lot (or living unit) for special facilities. When another builder applies for a main extension to serve any lots for which the special facilities are to be used, the new applicant shall, in addition to the costs of his proposed main extension, also advance an amount for special facilities. This amount shall be the average advance per lot for special facilities for each lot to be used less 2½ percent of the average advance for each year in which refunds have been due and payable on the original contract, prorated to June 30 or the contract anniversary date, on a monthly basis.
  - e. The amount advanced to the utility by the new applicant shall be immediately refunded to the holder of the original contract, which included the cost of the special facilities, and the original contract advance will be reduced accordingly. The utility will thenceforth refund 2½ percent annually on each of the contract amounts, as determined above, to the holders of the contracts.
  - f. Advances and refunds based on additional builder participation will be determined in a similar manner.
  - g. In no case shall the refund on any contract exceed the amount advanced.
3. Termination of Main Extension Contracts
- a. Any contract whose refunds are based on a percentage of the amount advanced may be purchased by the utility and terminated provided that the terms are mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. are complied with. The maximum price that may be paid by the utility to terminate a contract shall be calculated by multiplying the remaining underfunded contract balance times the appropriate termination factor set out below. No contract that has been in effect for less than 10 years shall be terminated without prior Commission approval.

<u>Termination Factors</u>							
<u>Years</u> <u>Remaining</u>	<u>Factor</u>	<u>Years</u> <u>Remaining</u>	<u>Factor</u>	<u>Years</u> <u>Remaining</u>	<u>Factor</u>	<u>Years</u> <u>Remaining</u>	<u>Factor</u>
1	.8929	11	.5398	21	.3601	31	.2608
2	.8450	12	.5162	22	.3475	32	.2535
3	.8006	13	.4941	23	.3356	33	.2465
4	.7593	14	.4734	24	.3243	34	.2399
5	.7210	15	.4541	25	.3137	35	.2336
6	.6852	16	.4359	26	.3037	36	.2276
7	.6520	17	.4188	27	.2942	37	.2218
8	.6210	18	.4028	28	.2851	38	.2136
9	.5920	19	.3877	29	.2766	39	.2111
10	.5650	20	.3729	30	.2685	40	.2061

- b. Any contract with refunds based upon percentage of revenues and entered into under Section C. of the former rule, may be purchased by the utility and terminated, provided the payment is not in excess of the estimated revenue refund multiplied by the termination factor in the following table, the terms are otherwise mutually agreed to by the parties or their assignees and Section C.3.c. and Section C.3.d. hereof are complied with. The estimated revenue refund is the amount that would otherwise be refunded, at the current level of refunds, over the remainder of the twenty-year contract period, or shorter period that would be required to extinguish the total refund obligation. It shall be determined by multiplying 22 percent of the average annual revenue per service for the immediately preceding calendar year by the number of bona fide customers at the proposed termination date, times the number of years or fractions thereof to the end of the twenty-year contract period or shorter period that would be required to refund the remaining contract balance.

<u>Termination Factors</u>			
<u>Years</u> <u>Remaining</u>	<u>Factor</u>	<u>Years</u> <u>Remaining</u>	<u>Factor</u>
1	.8929	11	.5398
2	.8450	12	.5162
3	.8006	13	.4941
4	.7593	14	.4734
5	.7210	15	.4541
6	.6852	16	.4359
7	.6520	17	.4188
8	.6210	18	.4028
9	.5920	19	.3877
10	.5650		

c. The utility shall furnish promptly to the Commission the following information in writing and shall obtain prior authorization by a formal application under Sections 816-830 of the Public Utilities Code if payment is to be made other than in cash:

(1) A copy of the main extension contract, together with data adequately describing the development for which the advance was made and the total adjusted construction cost of the extension.

(2) The balance unpaid on the contract and the calculation of the maximum termination price, as above defined, as of the date of termination and the terms under which the obligation was terminated.

(3) The name of the holder of the contract when terminated.

d. Discounts obtained by the utility from contracts terminated under the provisions of this section shall be accounted for by credits to Ac. 265, Contributions in Aid of Construction.

D. Extensions Designed to Include Fire Protection

1. The cost of distribution mains designed to meet the fire flow requirements set forth in Section VIII.1(a) of General Order No. 103 is to be advanced by the applicant. The utility shall refund this advance as provided in Sections B.2. and C.2. of this rule.

2. Should distribution mains be designed to meet fire flow requirements in excess of those set forth in Section VIII.1(a) of General Order No. 103, the increase in cost of the distribution mains necessary to meet such higher fire flow requirements shall be paid to the utility as a contribution in aid of construction.

3. The cost of facilities other than hydrants and distribution mains required to provide supply, pressure, or storage primarily for fire protection purposes, or portions of such facilities allocated in proportion to the capacity designed for fire protection purposes, shall be paid to the utility as a contribution in aid of construction.

E. Income Tax Component of Contributions and Advances Provision

1. Contributions in Aid Of Construction (CIAC), including Facilities Fees, and Advances for construction (AIAC) shall include, but are not limited to, cash, services, facilities, labor, property, and income taxes thereon provided by a person or an agency to the utility. The value of non-cash contributions and advances shall be based upon the utility's estimates. Contributions and



advances shall consist of two components for the purpose of recording transactions as follows:

- a. Income Tax Component (ITC), and
  - b. The contribution or advance.
2. The ITC shall be calculated by multiplying the appropriate portion of the contribution or advance by the following tax factors:
- |              | LA     | FWC    |
|--------------|--------|--------|
| a. For CIAC: | 21.54% | 21.43% |
| b. For AIAC: | 22.58% | 22.49% |
3. The tax factors are established using Method 5, as set forth in Decision No. 87-09-026 in I.86-11-019.
4. The formula to compute the ITC tax factors include:
- |                              |                   |
|------------------------------|-------------------|
| a. Federal income tax rate:  | 21.00%            |
| b. State franchise tax rate: | 8.84%             |
| c. Discount rate:            | 8.49%             |
| d. Pre-tax rate of return:   | 10.98%/10.96%     |
| e. Cost of debt:             | 6.26%             |
| f. Debt:equity ratio:        | 37:63             |
| g. Net-to-gross multiplier:  | 1.404184/1.400992 |
5. The ITC tax factors have been derived from the above-listed tax rates and will remain in effect until changes to those rates would increase or decrease the ITC tax factors by five percentage points or more. When and if that occurs, the utility will file a Tier 1 advice letter showing the new rates and cancel this sheet.
6. The utility shall inform the Applicant of the final cost of the installation of all facilities and the resulting tax paid thereon.
7. In the event the utility collects an ITC using an incremental tax rate that is more than its incremental tax rate as determined on a taxable year basis, without consideration of a tax credit or tax loss carryforward, the difference

between what was and what should have been collected will be refunded to the Applicant.