



Communication Facilities License Program
Policy and Procedures
for
Communication Facilities Licenses
within
Moulton Niguel Water District Properties

October 2016

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1. Introduction

Moulton Niguel Water District (“District” or “MNWD”) has a history dating back to 1986 of allowing installation of communication facilities on its properties compatible with District use. The District last amended its Policy and Procedures for Communication Facilities on District sites in March 2012 with Resolution No. 12-03. This revised Program of Policies and Procedures (“Program”) further defines and revises the District’s policies and procedures for granting communication licenses and approving licensee improvements.

Under this Program, the District will balance its interest in maximizing additional revenues from wireless communication companies with due consideration for operational needs related to use of District’s facility properties, flexibility to allow changes-in-use of its facilities, and adequate protection against safety concerns related to use of the sites for communications facilities.

The terms and requirements set forth in this Program shall apply to all communication facilities leases, licenses and arrangements. All new applications for communication facilities shall comply with the terms as outlined in this Program, and the authorizations to use District property shall be in substantially the form of the Communication Facility License Agreement attached in Appendix A.

Any existing leases for communication facilities may be replaced with a Communication Facility License Agreement permitted under this Program upon the expiration of the current communications facility arrangement, as determined by the District; or, earlier upon request, provided such lessee is not in default under the terms of such existing communications facility arrangement as determined by the District.

The terms and procedures outlined in this Program shall also apply to amendments or changes to existing communications facility arrangements. See Appendix B for the form of amendments to License Agreements.

This Program may be amended from time to time by the MNWD Board of Directors in its sole discretion. If the revision, in MNWD’s sole discretion, is material we will notify current lessees and licensees in writing of the revised Program. However, it is the responsibility of all applicants to comply with the most current version of the Program.

2. License Agreements and Amendments

1. All new applications for communications facilities shall be authorized in substantially the form of the Communications Facility License Agreement attached in Appendix A.
2. Key terms of the license agreement in Appendix A include:
 - a. The license term shall be for ten (10) years, and at the option of applicant for an additional five (5) year period (fifteen (15) years 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 advance in annual payments. Payment schedule for license fees is listed in the Agreement in Appendix A.
 - c. Annual license fees shall begin immediately and be payable within 45 days of license agreement or amendment execution.
 - d. License fee amounts will be subject to an automatic yearly increase equal to 4 percent per annum during the ten (10) year license period and during any option period, as applicable. General Manager, or their designee, may negotiate other annual percentage increase rates at the time of the Agreement execution, so long as the starting rent amount and the annual percentage increase equate to an equivalent net-present-value as the previously determined license fee at a 4 percent per annum increase. In addition, if applicable, a one-time catch-up inflation adjustment shall be made for the first year of the 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 monthly fee rate.
3. The Board of Directors may delegate authority individually to the General Manager Assistant General Manager, and the Director of Engineering & Operations, or their designees, to review all license applications and negotiate all licenses and amendments, including determination of annual license fees, in accordance with the terms and conditions of this Program, and may delegate authority individually to the General Manager Assistant

General Manager, and the Director of Engineering & Operations to enter into License Agreements and Amendments under this Program.

3. Cell Carrier Facility Development Guidelines and Requirements

All wireless communications 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 and elsewhere in this Program. These Program guidelines and requirements apply to all sites and communications facilities installation, work and operations, whether under new licenses, or pursuant to existing lease arrangements.

3.1 Universal Installation Requirements

The following requirements apply to all wireless communications facilities on District property, and any reference to “license” or “licensee” shall also be deemed to mean “lease” and “lessee,” as applicable.

3.1.1 New Site Build and Site Modifications

1. Prior to any formal request for a new unmanned wireless communications facility, or modifications to an existing facility, the applicant must submit a site application and the appropriate fees for consideration. The applicant is encouraged to engage the District early in the processes and perform an assessment site walk to determine if proposed improvements are feasible.
2. Prior to commencement of any work by the licensee at a District property, the District must have:
 - a. Executed License Agreement or License Agreement Amendment, as applicable.
 - b. Certificate of insurance with the proper entity name for the licensee and for any contractor to be engaged in the installation of the communications facility, along with additional insured endorsements and other insurance required under the License Agreement.

- c. Set of working drawings and/or plans for the proposed communications facility signed and stamped by a licensed professional engineer, and received and accepted by the District.
 - d. Proof that licensee has complied with all applicable zoning and planning approvals from appropriate jurisdictions.
3. No work shall commence prior to the issuance of a consent letter by the District. The District will issue a consent letter once all the requirements of this Program have been met by the applicant and the District has determined that work may commence. The consent letter shall accompany the drawings and/or plans reviewed and accepted by the District.
4. No work shall commence without advance notice of proposed work on, or installation of, the communications facility. After the licensee receives a consent letter and accepted plans, the licensee or its contractor shall:
 - a. Contact the District's inspector to schedule a pre-construction conference. The conference shall be held at least one week prior to start of construction and attended by representative(s) of licensee, its contractor(s), the District's inspector and, if necessary, the District's coatings representative. A 24-hour contact information shall be provided to the District's inspector at the pre-construction conference.
 - b. If there are any changes to the construction schedule after a pre-construction conference was held, the District's inspector shall be notified at least two (2) working days prior to beginning any work or installation.
5. The District reserves the right to not issue or withdraw its approval to commence work if the licensee or its contractor(s) have failed to satisfy the Program terms.
6. If the District's facilities require maintenance work that may interfere with the Licensee's activities at the Site, The District reserves the right to require Licensee to postpone Licensee's activities at the Site until such District work is completed. The District will, wherever possible, give advance notice and coordinate its activities with the Licensee.
7. No work shall be performed on the roof of any District reservoir. District staff reserves the right to determine any work limitations at all District facilities and sites.

8. Any proposal for work upon a District facility must include stamped engineering structural analysis and a signed letter from a licensed engineer describing the work and assurance to the District that any equipment mounted to a reservoir or other District facility will not compromise the structural integrity of that facility and that mounts can adequately support the weight of all equipment.
9. Licensee's personnel, including contractors and subcontractors, must ensure that the District site and District facility is accessible at all times to District personnel, in accordance with the details under Section 3.3.
10. The licensee shall be responsible for any damage due to any construction work or other activities to the existing site and District facilities and upon request by the District shall promptly return damaged facilities and/or sites to at least pre-existing condition, at no cost to the District, and licensee shall ensure its contractors comply with the foregoing. In the event licensee does not comply, District may perform the necessary repairs and bill licensee which licensee shall pay within thirty (30) days.
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 24-hour Emergency phone number.
12. The licensee and its contractors shall have a copy of the District accepted drawings and/or plans approved by the District's Director of Engineering & Operations (or designee) on-site at all times, while construction activities are occurring.
13. The licensee and its contractors are both responsible to ensure the District site and facilities cannot be accessed by the public at all times while installation work is occurring.
14. The licensee or its contractors shall provide the District with two (2) sets of District accepted plans prior to scheduling a final inspection with field mark-ups, if any. These plans will represent "record drawings" for the District to close-out the project upon completion of the installation and/or related work activity.
15. Trenching, as part of any work or installation, must conform to the requirements of Section 3.6 Trench Details.

16. The licensee and its contractors shall comply with all local, state, and federal health and safety requirements pertaining to the construction, installation, operation and maintenance of the cell carrier facility. Requirements of the Occupational Safety and Health Administration (OSHA) & FCC shall be adhered to at all times, including any safety and injury prevention program in place that is required under applicable laws and regulations. A copy of such program, if required by law or regulation, shall be on site at all times and employees and contractors of the licensee shall be trained accordingly.

3.1.2 Maintenance

Maintenance at licensee facilities is divided into two categories: routine and non-routine. If Licensee has uncertainty which category proposed work is defined as, licensee should contact the District.

Routine maintenance is defined as the following:

1. Any work performed by licensee to repair or service their facility which does not require entitlements from a jurisdictional body; and,
2. Any work within the equipment space that does not extend beyond the licensed area, in any direction, and does not require any excavation; and,
3. In the case of antennas, like-for-like replacement is acceptable, subject to the conditions of approvals imposed on the original antenna installation.

Non-routine maintenance is defined as the following:

1. If the sizes, weight, shape, appearance or other similar characteristics of a replacement component are changed, the licensee shall be required to submit a site application and plans for District review and approval (Consent Letter).
2. In the event work performed by licensee is expected to impact the use of District property, including property access, obstructing driving lanes, or similar impacts licensee must notify the District and submit a site application and plans for District review and approval (Consent Letter).

3.2 Requirements for Proposed Drawings and Plans

The requirements for submitting drawings and plans is for the purpose of evaluating the location and other aspect of the project as it relates to the continued on-going operations of the District's facility. Any drawings and/or plans submitted for review to the District in conjunction with a proposed or existing communications facility must contain the following:

3.2.1 Signature Block

The title page of each drawing and/or plan set shall have a signature block for the District's Director of Engineering & Operations (or designee) with a date. Please see sample signature block in Appendix E.

3.2.2 Drawing/Plan Notes

Each drawing and/or plan set should include MNWD notes drawing and/or plan set pursuant to Appendix F – MNWD Construction Notes, General Notes, Plan Notes & Requirements.

3.2.2. MNWD Contact

The title page of each drawing and/or plan set shall have a District contact listed for engineering and inspection. The licensee shall obtain the current contact information from the District.

3.2.3 MNWD Facility Name

Each document submitted to the District for review should have the District's Facility Name listed prominently in addition to the licensee's designation for the site and the site's APN(s).

3.2.4 MNWD Project Number

Each document submitted to the District for review shall have the District's project number that has been assigned upon the submission of site application fee prominently displayed on the plans.

3.2.5 Equipment Table

Each document submitted to the District for review shall have the equipment schedule, showing what equipment is licensed approved, zoning approved, number of antennas, type and size of the antennas, number of remote radio units (heads) according the sample table depicted in Exhibit E.

3.3 District Personnel Access

Licensee and its contractors shall ensure their activities do not block access to the site at any time for District personnel, except with District's consent. Open trenches shall be properly plated at the end of each working day to allow for 24-hour MNWD access to the site.

3.4 DIG ALERT

The licensee or its contractors shall notify underground service alert (DIG ALERT), in accordance with the law, at least two (2) working days prior to beginning construction at 1-800-422-4133. Any MNWD facilities to be crossed shall be potholed to verify location prior to working in the vicinity of MNWD facilities.

3.5 Coating Requirements

For any work on a District reservoir, the licensee or its contractors shall coordinate with the District's inspector and coatings representative for coating requirements and coating inspections prior to any work on a reservoir tank. The licensee is responsible for any inspection fees associated with the District's coating inspector.

3.6 Trench Detail

Trench details must show:

- a. Depth and width of the trench
- b. Backfill material list
 - (i.) Paved areas - one-sack cement slurry shall be used to within 1-inch of existing pavement
 - (ii.) In unpaved areas – suitable native material shall be used with 90% minimum compaction; a compaction report must 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 $\frac{3}{4}$ - inch mix, relative compaction 95%, no more than 3- inch placed at any one time. 2nd lift, $\frac{1}{2}$ - inch fine, no more than 1- $\frac{1}{2}$ inch lift.
- f. Slurry seal 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.

3.7 Softscape Replacement

Drawings and/or plans must depict the replacement or repair of all landscaped areas. If work will be performed in unpaved areas, these notes must be present on the site plan (see, Appendix F):

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, as directed by the District inspector.
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's landscape manager prior to installation for landscaping requirements.

3.8 Work Hours and Lighting

The licensee must obtain approved work hours and lighting restrictions, especially during night work, from the municipality which permitted the communications facility, which are further subject to the District's approval. The District reserves the right to restrict work hours at its sites depending on District needs. The use of night time flood lighting is strictly prohibited. In the event licensee determines that it is absolutely necessary, licensee may submit a lighting plan and schedule. District will review and determine at its sole discretion whether to allow the lighting.

3.9 Site Restoration

Sites shall be repaved per Section 3.6 Trench Details or restored per Section 3.7 Softscape Replacement. Any other features disturbed, removed, or damaged by licensee or its contractors shall be replaced with new features, or repaired, as determined by the District inspector. The site shall be restored to a condition equal or better.

4. Site Access and Security

4.1 Obtaining Keys

Work on site, such as installation, maintenance, modifications and operation, will require use of a District issued cyber key. Licensee shall pay the District a Cyber Key Deposit in the amount of Five Hundred Dollars (\$500.00) per key issued. If a key is lost or damaged, the deposit will be forfeited and a new deposit will be necessary for each additional key. The key may be terminated at the sole discretion of the District in the event licensee or its employees, representatives, agents or contractors, or any of them, do not strictly adhere to all rules and requirements pertaining to the access of the site or safety at the site, including the requirements under this Program. Additional keys may be obtained as needed with applicable deposit fees.

The District may require a copy of licensee's safety rules and regulations and/or Policies for accessing any District facility for any purpose.

4.2 Security Measures and Access Regulations

The District is subject to local, State, and Federal law, including Homeland Security regulations. The District requires security measures and access regulations to comply with applicable laws and District requirements as follows, but not limited to:

1. Rules and guidelines for each District site are at the sole discretion of the District and must be adhered to by each licensee. Site-specific rules and regulations, and updates to them, will

be effective upon written notice to licensee. Failure to follow the District's rules and guidelines are cause for revocation of the cyber keys.

2. Rules and guidelines may be established for each District site based on the unique characteristics of the site.
3. Each licensee will be required to have a cyber key. The cyber key tracks access to each District site for the District; notwithstanding the foregoing, in all cases, a licensee will be responsible for the activities of all their employees, agents, representatives and contractors while at a District site.
4. Licensee will be responsible for maintenance of the key. The key must be uploaded at District Operations facility on a periodic basis. If the key is not uploaded on a periodic basis, it will stop allowing access to the sites for the Licensee.
5. The Licensee shall provide the District a list of key holders and who will have access to the sites. No persons may access the sites except listed key holders and persons accompanying them on an as needed basis to perform work.
6. Licensee may not make any other attempt to enter a District property other than through the use of the cyber key.
7. Licensee may not leave the District property open and unattended for any reason.
8. In the event licensee discovers vandalism, whether to the Licensee's facilities or District property, Licensee must report it to the District immediately.
9. It is the responsibility of the Licensee to ensure the District property is properly locked upon leaving for any reason.
10. If District personnel are at a facility when Licensee arrives, it is the responsibility of Licensee to announce their presence and to let them know when they leave.
11. Licensee agrees to monitor the use of the cyber keys and to keep them in a safe and secure place at all times. Repeated loss of cyber keys may result in forfeiture of the use of the keys resulting in escorted access for a fee.
12. The District may in its sole discretion allow a licensee or its contractor to access a District property without a cyber key but reserves the right to charge an hourly fee for such access.

13. Wherever possible, each licensee shall design their equipment area on District property to allow for private access without going through the main gate of the District facility site.
14. Licensee shall provide at least 24 hours' prior written notice to the District when any activities by Licensee or its contractors will be occurring at a District site. The notification shall be by email sent to cellsitenotices@mnwd.com.
15. Employees of Licensee and its contractors accessing a District property shall carry name badges and picture identification and must present such to a District employee when requested. Persons without proper identification may be required to leave the site.
16. All vehicles of Licensee or its contractors shall be marked as such and be distinguishable from general public vehicles when on District sites.
17. The District may charge an escorted access fee for any requests by Licensee employees or contractors for access that are not due to a malfunctioning key.

4.3 Ongoing Operations

1. Ongoing operations and maintenance of the licensee's facility shall comply with all applicable local, state, and federal laws and regulations and the requirements of this Program and the applicable executed license agreement.
2. In the event Licensee installs any equipment outside the parameters of the License agreement without the prior written authorization of the District, the District may, at its sole discretion, terminate the agreement with the Licensee, or charge an unauthorized facility fee equivalent to 200% (two hundred percent) of the rent that would have been due to the District for a similar increase in use had the District's prior consent been properly obtained. For the purposes of calculating the rent due for such unauthorized equipment, 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. Decommission or Termination Process

Any Licensee that decides to decommission its Wireless Communications Facilities on any of District's properties must follow the process described herein.

Licensee shall submit a letter to the District, by certified mail or equivalent, indicating Licensee's intention to decommission its Wireless Communications Facility ("WCF") located on District property. The letter shall include Licensee's site name & number, District facility name, site address, contact person, mailing address, e-mail address, and intended time-frame for the decommission activity.

The District shall provide Licensee a return letter acknowledging Licensee's intention to decommission its WCF and directing Licensee to initiate the application process, payment of appropriate fees, and submission of necessary decommission plans.

Once fees are paid and decommission plans are approved, the Licensee shall remove all installed equipment and return the site to pre-existing conditions or better.

Appendix A
Communication Facility License Agreement
Template

Appendix B

Amendment to Communication Facility License Agreement Template

Appendix C
Application Procedures and Forms

Appendix D
Fee Schedule

**Moulton Niguel Water District
Communication License Program
Application Fee Schedule¹**

Checks for site application fees should be made payable to the Moulton Niguel Water District. Separate checks must be made specifically for each District property and 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. 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 site or application. Failure to diligently pursue an application once submitted (for example, by not responding to a District request for information for several months) may result in denial of the application and require resubmittal.

Types of fees:

1. Application for a renewal or new License at a site - \$3,500.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
2. Application for License Amendment - \$1,250.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
3. Application for a Consent Letter for minor improvements (no excavation) - \$1,500.00 flat fee.
4. Application for a Consent Letter for major improvements (site excavation,) - \$1,750.00 flat fee.
5. Application for a letter of authorization to commence zoning and permitting - \$500.00 flat fee.
6. Specialty field inspections - \$75 per hour (coating, welding, compaction, etc), billed to licensee upon completion of installation.
7. Application for site decommission - \$2,000.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney fees above that amount.
8. Application for insurance compliance, name change, assignment, change of ownership or entity - \$600.00 nonrefundable deposit and full reimbursement of District out-of-pocket and attorney 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 Sample and Equipment Schedule

Required on all title pages of drawings submitted to MNWD for approval for communication license holder's site improvements.

Moulton Niguel Water District	
Director of Engineering and Operations or Assistant Director of Engineering	Date
MNWD Site Name: _____	

EQUIPMENT SCHEDULE				
	ZONING APPROVED	LICENSED APPROVED	EXISTING ON SITE	NEW MOD
# OF ANTENNAS				
ANTENNA SIZE				
EQUIPMENT AREA				
RRU'S / LOCATION				

Appendix F

Construction Notes

These construction notes must appear on the notes sheet of every plan set submitted for District's review and approval:

MNWD construction notes:

1. The Moulton Niguel Water District inspector shall be notified at least two (2) working days prior to beginning of construction. Call (949) 425-3530 to arrange for inspection.
2. A preconstruction conference of representatives from applicable agencies shall be held on site at least one week prior to beginning construction at which time a construction schedule and 24-hour contact information shall be provided to MNWD.
3. Contractor shall maintain access to the site at all times for Moulton Niguel Water District personnel. Open trenches shall be properly plated at the end of each working day to allow for 24-hour MNWD access to the site.
4. The Contractor and Cell Carrier shall be responsible for any damage due to Construction activities to the existing site and shall return damaged facilities to existing condition or better at no cost to the District.
5. The Contractor shall notify underground service alert (DIG ALERT) at least two (2) working days prior to beginning construction at 1-800-422-4133. Any MNWD facilities to be crossed or paralleled within five feet shall be potholed to verify location prior to working in the vicinity of MNWD facilities. Contractor is responsible for providing gate access to DIG ALERT inspection(s).
6. The Contractor shall contact the District coating representative (inquire for current name) for coating requirements and inspections at (XXX) XXX-XXXX prior to any work on a steel tank. District coating representative shall to be present during the preconstruction conference if proposed project involves any work on the steel tank. The Contractor is responsible for paying District coating representative for their services.
7. All new and existing facilities owned by the represented cellular carrier shall be properly tagged identifying the owner's name and 24-hour phone number.

Contractor to ensure that RF and emergency contact signage is correct and meets the requirements from the City and FCC.

8. The Contractor shall have a copy of plans approved by the MNWD Assistant Director of Engineering and a Consent Letter on-site at all times.

9. The Contractor is responsible to ensure the site is secure at all times, during both working and non-working hours.

10. The Contractor shall provide the District with two (2) sets of approved construction plans prior to scheduling inspection, and submit record drawings to the District upon completion of the job.

11. The contractor shall saw cut all pavement. Backfill shall be one sack slurry or aggregate base to within 1" of existing AC.

12. The contractor shall provide a minimum cover of 30-inches on top of all conduits.

13. The contractor shall replace asphalt pavement with: 1st lift - 3/4" mix, relative compaction 95%, no more than 3" placed at any one time. 2nd lift - 1/2" fine, no more than 1 1/2" lift.

14. The contractor shall slurry seal the entire work area and any damaged areas curb to curb. The contractor may be required to slurry seal additional areas as required by District inspector.

14B. If applicable, see Section 3.7 Softscape Replacement of the Policy and Procedures for Communication Facilities.

15. The contractor and license holder shall perform a final walkthrough to for release and provide the District a copy of the District signed plans with field mark-ups (record drawings).