AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Thursday, February 11, 2016
1965 Placentia Avenue, Costa Mesa, CA 92627
6:00 p.m. Regular Board Meeting

Teleconference Site:
Hilton Palm Springs
400 East Tahquitz Canyon Way
Palm Springs, CA 92262
(760) 320-6868

(Director Atkinson will participate by remote teleconference at the above location. Members of the public may attend and participate in the meeting at both locations. Notice indicating the room number of the teleconference site will be posted at the Hilton reception area.)

CALL TO ORDER
PLEDGE OF ALLEGIANCE

RECOGNIZE AND HONOR FRANK SCHEAFER FOR MORE THAN 29 YEARS OF SERVICE TO MESA WATER DISTRICT

RECOGNIZE OC REGISTER’S “OC’S 100 MOST INFLUENTIAL PEOPLE”

PUBLIC COMMENTS

Non-Agendized Matters: Members of the public are invited to address the Board on matters which are not on the Agenda. Each speaker is limited to three (3) minutes. The Board will set aside thirty (30) minutes for public comments.

Agendized Matters: Members of the public may comment on Agenda items before action is taken, or after the Board has discussed the item. Each speaker is limited to five (5) minutes.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA
At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed as an Action Item, may be deliberated and may be subject to action by the Board.

CONSENT CALENDAR ITEMS:
Approve all matters under the Consent Calendar by one motion unless a Board member, staff, or a member of the public requests a separate action.

1. Approve minutes of regular Board meeting of January 14, 2016.
2. Approve minutes of special Board meeting of January 19, 2016.
3. Approve minutes of special Board meeting of January 25, 2016.
5. Approve minutes of special Board meeting of January 28, 2016.
6. Approve attendance considerations (additions, changes, deletions).
7. Board Schedule:
   - Conferences, Seminars, and Meetings
   - Board Calendar
   - Upcoming Community Outreach Events
9. Approve a contract to Communications LAB for professional social media services for an amount not to exceed $28,000.
10. Award a contract to Pacific Hydrotech Corporation for construction of the Well Automation and Rehabilitation Project for $10,488,500 plus a 5% contingency for a not-to-exceed amount of $11,012,925.
11. Approve two contracts – the first in the amount of $239,690 to Paulus Engineering, Inc. to remove 13 pipeline segments for destructive testing and the second in the amount of $95,950 to MEIC Labs for destructive testing of 14 pipeline segments.
12. Approve an amendment for the not-to-exceed amount of $43,632 to the MWRF Outreach Center and Building Improvements Contract for IBI Group to provide 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.
14. Receive and file staff's update related to support services’ contracts.

PRESENTATION AND DISCUSSION ITEMS:

15. COSTA MESA CHAMBER BOARD APPOINTMENT:

   Recommendation: Discuss and designate a Mesa Water District representative to serve on the Costa Mesa Chamber of Commerce Board of Directors.

16. BOARD WORKSHOP PLANNING:

   Recommendation: Confirm agenda topics for the Board of Directors workshop scheduled for March 19, 2016.

ACTION ITEMS:

17. RESOLUTION NO. 1470 – AMENDING MESA WATER’S RULES AND REGULATIONS FOR WATER SERVICE:


18. RESOLUTION NO. 1471 – WATER CONSERVATION AND WATER SUPPLY EMERGENCY PROGRAM UPDATE:

REPORTS:

19. REPORT OF THE GENERAL MANAGER
   • January Key Indicators Report
   • Other (no enclosure)

20. DIRECTORS’ REPORTS AND COMMENTS

INFORMATION ITEMS:

21. DIRECTORS’ REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

22. OTHER (NO ENCLOSURE)

In compliance with California law and the Americans with Disabilities Act, if you need disability-related modifications or accommodations, including auxiliary aids or services in order to participate in the meeting, or if you need the agenda provided in an alternative format, please contact the District Secretary at (949) 631-1206. Notification 48 hours prior to the meeting will enable Mesa Water District (Mesa Water) to make reasonable arrangements to accommodate your requests.

Agenda materials that are public records, which have been distributed to a majority of the Mesa Water Board of Directors (Board), will be available for public inspection at the District Boardroom, 1965 Placentia Avenue, Costa Mesa, CA and on Mesa Water’s website at www.MesaWater.org. If materials are distributed to the Board less than 72 hours prior or during the meeting, the materials will be available at the time of the meeting.

ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED FOR THURSDAY, MARCH 10, 2016 AT 6:00 P.M.
MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Thursday, January 14, 2016
1965 Placentia Avenue, Costa Mesa, CA 92627
6:00 p.m. Regular Board Meeting

CALL TO ORDER

The meeting of the Board of Directors was called to order on January 14, 2016 at 6:00 p.m. by President Dewane at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE

Director Atkinson led the Pledge of Allegiance.

Directors Present
Shawn Dewane, President
Ethan Temianka, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, Director
James R. Fisler, Director

Directors Absent
None

Staff Present
Paul E. Shoenberger, P.E., General Manager
Coleen L. Monteleone, Assistant General Manager / District Secretary
Phil Lauri, P.E., Assistant General Manager
Andrew Hamilton, Chief Financial Officer
Stacy Taylor, Public & Government Affairs Manager
Stacie Sheek, Customer Services Manager
Justin Finch, Resource Efficiency Specialist
Jeff Hoskinson, Attorney, Bowie, Arneson, Wiles & Giannone

Others Present
Chris Palmer, Public Affairs Field Coordinator, California Special Districts Association (CSDA)
Arlene Schafer, CSDA Secretary, and Costa Mesa Sanitary District (CMSD) Director
Kathryn Freshley, OC Register’s 2015 Top 100 Most Influential People
John Perry, OC Register’s 2015 Top 100 Most Influential People
Kathy Kramer, OC Register’s 2015 Top 100 Most Influential People

SPECIAL DISTRICT LEADERSHIP FOUNDATION PRESENTATION OF MESA WATER® DISTRICT’S REACCREDITATION AS A DISTRICT OF DISTINCTION

Ms. Taylor introduced CSDA Public Affairs Field Coordinator Chris Palmer who proceeded with the presentation of the award. Mr. Palmer noted that this distinction award recognizes Mesa Water® as a special district that demonstrates commitment and dedication to good governance and administers ethical and sound operating practices. The honor was bestowed upon Mesa Water® on behalf of the Board and staff of the CSDA Special District Leadership Foundation.

Photographs were taken.

**RECOGNITION OF OC REGISTER’S “OC’S 100 MOST INFLUENTIAL PEOPLE”**

Ms. Taylor acknowledged three of the The Orange County Register’s 2015 Top 100 Most Influential People in Orange County: Katherine Freshley, Orange County LAFCO; John Perry, City of San Juan Capistrano Councilman; and Kathy Kramer, Chief Executive Officer of the Orange County Fair.

Photographs were taken.

Councilman Perry offered comments thanking Mesa Water® for its support in the litigation of the City of San Juan Capistrano Ratepayers Association vs. the City of San Juan Capistrano.

**RECESS**

President Dewane declared a recess at 6:11 p.m. The meeting reconvened at 6:34 p.m.

**PUBLIC COMMENTS**

President Dewane asked for public comments on non-agendized items. There were no comments and President Dewane proceeded with the meeting.

**ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA**

General Manager Shoenberger noted there was one item to be added to the agenda regarding an agreement between the Laguna Beach County Water District and Orange County Water District.

**MOTION**

Motion by Director Bockmiller, second by Director Atkinson, to add Item 9A - the Laguna Beach County Water District Agreement with Orange County Water District - to the agenda as the matter arose after posting and action is required before the next scheduled Board meeting. Motion passed 5-0.

**CONSENT CALENDAR ITEMS:**

1. Approve minutes of regular Board meeting of December 10, 2015.
2. Approve minutes of special Board meeting of December 15, 2015.
3. Approve minutes of special Board meeting of December 21, 2015.
4. Approve attendance considerations (additions, changes, deletions).
5. Board Schedule:
   • Conferences, Seminars, and Meetings
   • Board Calendar
   • Upcoming Community Outreach Events
6. Approve an update to the District’s Employee Rules and Regulations to reflect the CalPERS Special Compensation.
7. Ratify the 2016 Board Committee & Other Agency Liaison Assignments.

President Dewane asked for comments. There were no comments.

MOTION

Motion by Director Temianka, second by Director Fisler, to approve Items 1 – 7 of the Consent Calendar. Motion passed 5-0.

PRESENTATION AND DISCUSSION ITEMS:

8. BOARD WORKSHOP PLANNING:

General Manager Shoenberger reviewed proposed agenda topics:

• Drought-Reach Campaign Presentation
• Employee Memorandum of Understanding Update
• Mesa Water® Reliability Facility (MWRF) Outreach Center and Headquarters Building Improvements
• MWRF Water Usage
• Recycled Water Review
• Regional Water Issues
• Strategic Plan Update

He offered the dates for the workshop are March 18 – 19, 2016. It was noted that the Board prefers a one-day workshop. GM Shoenberger will poll the Board to determine which day will be scheduled for the Board Workshop.

ACTION ITEMS:

9. MONEY PURCHASE RETIREMENT PLAN:

General Manager Shoenberger stated the updated resolutions incorporate amendments for legislative and regulatory changes enacted since 2012. Adopting the restated documents will ensure the money purchase retirement plan is updated in accordance with current IRS regulations.
MOTION

Motion by Director Bockmiller, second by Director Atkinson, to adopt Resolution No. 1469 - Amending and Restating the Money Purchase Retirement and Death Benefit Plan Superseding Resolution No. 1346. Motion passed 5-0 by the following roll call vote:

AYES: DIRECTORS Atkinson, Fisler, Bockmiller, Temianka, Dewane
NOES: DIRECTORS None
ABSENT: DIRECTORS None
ABSTAIN: DIRECTORS None

9A. LAGUNA BEACH COUNTY WATER DISTRICT AGREEMENT WITH THE ORANGE COUNTY WATER DISTRICT

General Manager Shoenberger offered a brief history of the item, noting that in the early 1930s, prior to the formation of the Orange County Water District (OCWD), the Laguna Beach County Water District (LBCWD) was granted a water right permit which allowed LBCWD to pump 2,025 acre feet of water per year out of the Orange County underground water basin. For varied reasons, LBCWD stopped pumping water from the basin in the 1940s. This newly reached agreement allows LBCWD to again pump up to 2,025 acre feet of water per year from anywhere in the basin. This item was discussed by the OCWD Water Issues Committee and presented to the Ground Water Producers on January 13, 2016, as well as discussed at various OCWD board meetings.

MOTION

Motion by Director Bockmiller, second by Director Temianka, to approve support for the agreement between the Laguna Beach County Water District and the Orange County Water District. Motion passed 5-0.

REPORTS:

10. REPORT OF THE GENERAL MANAGER
   • December Key Indicators Report
   • Other (no enclosure)

11. DIRECTORS’ REPORTS AND COMMENTS

INFORMATION ITEMS:

12. DIRECTORS’ REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

13. OTHER (NO ENCLOSURE)
President Dewane adjourned the meeting at 7:27 p.m. to a Regular Board Meeting scheduled for Thursday, February 11, 2016 at 6:00 p.m.

Approved:

__________________________
Shawn Dewane, President

__________________________
Coleen L. Monteleone, District Secretary

Recording Secretary: Sharon D. Brimer
ENGINEERING AND OPERATIONS COMMITTEE MEETING

CALL TO ORDER
The meeting of the Board of Directors was called to order on January 19, 2016 at 3:30 p.m. by Vice Chairman Fisler at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
President Dewane led the Pledge of Allegiance.

Directors Present
- Shawn Dewane, President
- Jim Atkinson, Director
- Fred R. Bockmiller, Director, Chairman (arrived at 3:38 p.m.)
- James R. Fisler, Director

Directors Absent
- Ethan Temianka, Vice President

Staff Present
- Paul E. Shoenberger, P.E., General Manager
- Coleen L. Monteleone, Assistant General Manager/District Secretary
- Phil Lauri, P.E., Assistant General Manager
- Denise Garcia, Executive Assistant to the General Manager/Assistant District Secretary
- Tracy Manning, Assistant Operations Manager
- Karyn Igar, Senior Civil Engineer
- Tim Beaman, Associate Engineer

Others Present
- Mark Hill, Senior Project Manager, Michael Baker International
- Tyler Dillman, Member of the Public

PUBLIC COMMENTS
There were no comments on non-agendized topics.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

MOTION
Motion by President Dewane, second by Director Atkinson, to receive and file Items 7 – 15. Motion passed 3-0-2, with Director Bockmiller (arrived at 3:38 p.m.) and Vice President Temianka absent.
PRESENTATION AND DISCUSSION ITEMS:

1. Pipeline Integrity Testing Program Update

   Assistant General Manager Lauri introduced Senior Civil Engineer Karyn Igar, who proceeded with the presentation.

   The following topics were highlighted:
   - 100 year vs. 30 year Renewal Forecast by Pipe Material
   - Useful Life Methodology for AC Pipe vs. non-AC Pipe
   - Pipeline Testing Program and System Overviews
   - Non-Destructive vs. Destructive Testing
   - Next Steps and Recommendations

   Ms. Igar introduced Mark Hill, Senior Project Manager with Michael Baker International, who answered questions from the Board.

   MOTION

   Motion by President Dewane, second by Director Bockmiller, to award a contract in the amount of $239,690 to Paulus Engineering, Inc. to remove 13 pipeline segments for destructive testing, and to award a contract in the amount of $95,950 to MEIC Labs for destructive testing of 14 pipeline segments. Motion passed 4-0-1, with Vice President Temianka absent.

   Board additionally directed staff to meet with John Wayne Airport (JWA) Director Barry Rondinella and associated staff to share Mesa Water’s development of the Pipeline Integrity Testing Program and to offer JWA an opportunity to participate in testing of their onsite infrastructure.

2. Well Automation and Rehabilitation Construction Bid Award

   AGM Lauri again introduced Ms. Igar who proceeded with the presentation.

   The following topics were highlighted:
   - Project Objectives and Benefits
   - Well Capacity Restoration
   - Automation and Standardization
   - Bidding Results
   - Project Schedule

   Ms. Igar responded to questions from the Board, and the Board thanked her for the presentation.
MOTION

Motion by President Dewane, second by Director Fisler, to award a contract to Pacific Hydrotech Corporation for construction of the Well Automation and Rehabilitation Project for $10,488,500 plus a 5% contingency for a not-to-exceed amount of $11,012,925 and authorize execution of the contract. Motion passed 4-0-1, with Vice President Temianka absent.

3. Resolution No. XXXX, Amending Mesa Water's Rules and Regulations for Water Service

AGM Lauri introduced Associate Engineer Tim Beaman who proceeded with the presentation.

The following topics were highlighted:
- Mesa Water® Meter Policy
- Single Meter Manifold Within Public Right-of-Way
- Single Meter Within Easement
- Master Meter Layout

Mr. Beaman responded to questions from the Board, and the Board thanked him for the presentation.

MOTION

Motion by President Dewane, second by Director Atkinson, to adopt Resolution No. XXXX - amending Mesa Water®’s Rules and Regulations for Water Service superseding Resolution No. 1452 – with modified language indicating that the General Manager would notify the Board of any Master Meter installation and that documentation for waiving the single meter unit policy would be kept in the file. Motion passed 4-0-1, with Vice President Temianka absent.

ACTION ITEMS:

4. MWRF Outreach Center and Building Improvements

MOTION

Motion by President Dewane, second by Director Bockmiller, to authorize execution of an amendment for the not-to-exceed amount of $43,632 to the MWRF Outreach Center and Building Improvements Contract for IBI Group to provide three conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center. Motion passed 4-0-1, with Vice President Temianka absent.

5. Proclamation Honoring Frank Scheafer

MOTION

Motion by President Dewane, second by Director Atkinson, to approve a proclamation honoring Frank Scheafer for his service to Mesa Water District. Motion passed 4-0-1, with Vice President Temianka absent.
6. CLOSED SESSION:

    Chair Bockmiller announced that Board and staff were going into Closed Session at 5:09 p.m.

    Pursuant to Government Code Section 54956.8:
    Property: Portion of Assessor’s Parcel Number 415-012-43
    District Negotiator: General Manager
    Negotiating Parties: 2530 South Harbor LLC
    Under Negotiation: Possible purchase of property for well site.

    The Board returned to Open Session at 5:17 p.m.

    Chair Bockmiller announced that Board met in Closed Session with staff pursuant to Government Code Section 54956.8. The Board received information and there is no other announcement.

REPORTS:

7. Developer Project Status Report
8. Mesa Water® and Other Agency Projects Status Report
9. Water Quality Call Report
10. Committee Policy & Resolution Review or Development
11. Operations Department Status Report
12. Municipal Water District of Orange County Activities Update
13. Orange County Water District Activities Update
14. Ocean Desalination Projects
15. Report of the General Manager
16. Directors’ Reports and Comments

INFORMATION ITEMS:

None.
The Board meeting was adjourned at 5:20 p.m.

Approved:

______________________________
Shawn Dewane, President

______________________________
Coleen L. Monteleone, District Secretary
FINANCE COMMITTEE MEETING

CALL TO ORDER

The meeting of the Board of Directors was called to order on January 25, 2016 at 3:31 p.m. by Vice Chairman Bockmiller at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE

Director Bockmiller led the Pledge of Allegiance.

Directors Present

Ethan Temianka, Vice President, Chairman (teleconference)
Jim Atkinson, Director
Fred R. Bockmiller, Director
James R. Fisler, Director

Directors Absent

Shawn Dewane, President

Staff Present

Coleen L. Monteleone, Assistant General Manager/District Secretary
Andrew Hamilton, Chief Financial Officer/District Treasurer

Others Present

None

PUBLIC COMMENTS

There was no public present at Mesa Water District or at the teleconference site.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

For each action, a roll call vote was taken in accordance with The Brown Act Government Code Section 54953.(b).(2), which states, “all votes taken during a teleconferenced meeting shall be by roll call.”

PRESENTATION AND DISCUSSION ITEMS:

1. Committee Meeting Dates and Chair Appointment

Board and staff reviewed the 2016 Finance Committee regular meeting proposed dates and discussed the 2016 Chair and Vice Chair appointments.
MOTION

Motion by Director Atkinson, second by Vice President Temianka, to confirm the 2016 Finance Committee regular meetings for the third Monday of each month (with the only revised meeting date being February 22, 2016) starting at 3:30 p.m. and to retain for calendar year 2016 the current Finance chairs of Chair Temianka and Vice Chair Bockmiller.

Motion passed 4-0-1, with the following roll call vote:

AYES: DIRECTORS Atkinson, Fisler, Temianka, Bockmiller
NOES: DIRECTORS None
ABSENT: DIRECTORS Dewane
ABSTAIN: DIRECTORS None

ACTION ITEMS:

2. South Coast Plaza Insurance Update

Assistant General Manager Monteleone introduced Chief Financial Officer Hamilton who provided an update on the insurance claims stemming from the South Coast Plaza waterline break. CFO Hamilton then answered questions from the Board.

MOTION

Motion by Director Atkinson, second by Director Fisler, to settle Claim Jumper Restaurant Claim No. 16-0255 for $10,000 and to settle Darden Seasons 52 Restaurant Claim No. 16-0255 for $10,000.

Motion passed 4-0-1, with the following roll call vote:

AYES: DIRECTORS Atkinson, Fisler, Temianka, Bockmiller
NOES: DIRECTORS None
ABSENT: DIRECTORS Dewane
ABSTAIN: DIRECTORS None

REPORTS:

3. Accounts Paid Listing

4. Monthly Financial Reports

5. Major Staff Projects


7. Directors’ Reports and Comments

INFORMATION ITEMS:

None.
The Board meeting was adjourned at 4:34 p.m.

Approved:

____________________
Shawn Dewane, President

____________________
Coleen L. Monteleone, District Secretary
MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Wednesday, January 27, 2016
1965 Placentia Avenue, Costa Mesa, CA 92627
6:30 p.m. Special Board Meeting

CALL TO ORDER
The meeting of the Board of Directors was called to order on January 27, 2016, at 6:30 p.m. by President Dewane at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
Director Bockmiller led the pledge of allegiance.

Directors Present
Shawn Dewane, President (left at 7:30 p.m.)
Jim Atkinson, Director
Fred R. Bockmiller, Director
James R. Fisler, Director

Directors Absent
Ethan Temianka, Vice President

Staff Present
Paul E. Shoenberger, P.E., General Manager
Coleen L. Monteleone, Assistant General Manager
Stacy Taylor, Public and Government Affairs Manager
Noelle Collins, Public Affairs Coordinator
Bob Mitchell, Senior Water Systems Operator
Cassandra Magdaleno, Public Affairs Intern

Others Present
Hank Panian, former Mesa Water® Director
Ed Guilmette, Member of the Public
28 class participants

PUBLIC COMMENTS
President Dewane asked for public comments on non-agendized items.

Costa Mesa resident Ed Guilmette commented on the MWRF and the Board of Directors addressed his comments.

PRESENTATION AND DISCUSSION ITEMS:

1. WATER ISSUES STUDY GROUP:

   President Dewane welcomed the Water Issues Study Group participants and introduced Mesa Water® Directors, each of whom addressed the group.

   President Dewane provided information about the 30th year of WISG, the alumni program, and asked for questions from the audience. The Board responded to participant’s questions.
Director Fisler introduced guest speaker, Mr. Hank Panian, former Mesa Water® Director, retired Orange Coast College history professor, and author of *The Cymerian Chapter*. Mr. Panian provided a presentation regarding the history and development of water in California then responded to questions from the class participants.

Public and Government Affairs Manager Taylor introduced Senior Water Systems Operator Bob Mitchell who conducted a tour of Reservoir 1 and then responded to questions from the class participants.

General Manager Shoenberger provided a brief history and overview of Mesa Water® and then responded to questions from the class participants. He encouraged participants to provide feedback on topics and issues they would like to discuss at upcoming sessions.

Director Fisler thanked the Water Issues Study Group for their participation. He then conducted the conservation drawing and finished with closing remarks.

INFORMATION ITEMS:

2. OTHER (NO ENCLOSURE)

ADJOURNMENT

Director Fisler adjourned the meeting at 8:01 p.m.

Approved:

______________________________
Shawn Dewane, President

______________________________
Coleen L. Monteleone, District Secretary
LEGISLATIVE & PUBLIC AFFAIRS COMMITTEE MEETING

CALL TO ORDER
The meeting of the Board of Directors was called to order on January 28, 2016 at 3:35 p.m. by Chairman Fisler at the District Office Boardroom, located at 1965 Placentia Avenue, Costa Mesa, California.

PLEDGE OF ALLEGIANCE
Director Atkinson led the Pledge of Allegiance.

Directors Present
Ethan Temianka, Vice President (teleconference)
Jim Atkinson, Director
Fred R. Bockmiller, Director
James R. Fisler, Director, Chair

Directors Absent
Shawn Dewane, President

Staff Present
Coleen L. Montelone, Assistant General Manager
Stacy Taylor, Public and Government Affairs Manager
Denise Garcia, Executive Assistant to the General Manager/Assistant District Secretary
Noelle Collins, Public Affairs Coordinator

Others Present
None

PUBLIC COMMENTS
There was no public present at Mesa Water District or at the teleconference site.

ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA
For each action, a roll call vote was taken in accordance with The Brown Act Government Code Section 54953.(b).(2). which states, “all votes taken during a teleconferenced meeting shall be by roll call.”

PRESENTATION AND DISCUSSION ITEMS:
None.
ACTION ITEMS:

1. Committee Meeting Dates and Chair Appointment

   Board and staff reviewed the 2016 Legislative & Public Affairs Committee regular meeting proposed dates and discussed the 2016 Chair and Vice Chair appointments.

   MOTION

   Motion by Director Atkinson, second by Director Bockmiller, to confirm the 2016 Legislative & Public Affairs Committee regular meetings for the fourth Thursday of each month (with the only revised meeting dates being November 17, 2016 and December 15, 2016) starting at 3:30 p.m. and to retain for calendar year 2016 the current Legislative & Public Affairs chairs of Chair Fisler and Vice Chair Atkinson.

   Motion passed 4-0-1, with the following roll call vote:

   AYES: DIRECTORS Atkinson, Bockmiller, Temianka, Fisler
   NOES: DIRECTORS None
   ABSENT: DIRECTORS Dewane
   ABSTAIN: DIRECTORS None

2. Policy Positions – GWRS Support

   MOTION

   Motion by Director Bockmiller, second by Director Fisler, to (with language modifications that will be provided at the February 11, 2016 Board Meeting) adopt a support position for the Groundwater Replenishment System and update the District’s Policy Positions document.

   Motion passed 4-0-1, with the following roll call vote:

   AYES: DIRECTORS Atkinson, Bockmiller, Temianka, Fisler
   NOES: DIRECTORS None
   ABSENT: DIRECTORS Dewane
   ABSTAIN: DIRECTORS None

3. Social Media Services Request for Proposals (RFP) Results

   MOTION

   Motion by Vice President Temianka, second by Director Fisler, to award a contract to Communications LAB for professional social media services for an amount not to exceed $28,000.

   Motion passed 4-0-1, with the following roll call vote:

   AYES: DIRECTORS Atkinson, Bockmiller, Temianka, Fisler
   NOES: DIRECTORS None
   ABSENT: DIRECTORS Dewane
   ABSTAIN: DIRECTORS None
REPORTS:

4. Advocacy Consulting Services Report
5. Legislative Consulting Services Report
7. Directors’ Reports and Comments

INFORMATION ITEMS:

8. Events Evaluations
9. Mesa Water® Copyright and Trademark
10. Drought-Reach 3.0 Update
11. Outreach Update

The Board meeting was adjourned at 4:45 p.m.

Approved:

__________________________
Shawn Dewane, President

__________________________
Coleen L. Monteleone, District Secretary
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: February 11, 2016
SUBJECT: Attendance at Conferences, Seminars, Meetings, and Events

RECOMMENDATION

In accordance with Ordinance No. 25, adopted April 9, 2015, authorize attendance at conferences, seminars, meetings, and events.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #5: Attract and retain skilled employees.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

Proposed List:
None.

PRIOR BOARD ACTION

On July 9, 2015, the Board approved the Fiscal Year 2016 attendance at Conferences, Seminars, Meetings, and Events.

DISCUSSION

During the discussion of this item, if any, the Board may choose to delete any item from the list and/or may choose to add additional conferences, seminars, meetings, or events for approval, subject to available budget or additional appropriation.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.
## 2016 CONFERENCES, SEMINARS, AND MEETINGS:

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<tr>
<th>Date</th>
<th>Event</th>
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<tr>
<td>February 10-12, 2016</td>
<td>Urban Water Institute Spring Conference</td>
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<td>March 9, 2016</td>
<td>ACWA Legislative Symposium</td>
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<td>March 21-24, 2016</td>
<td>Jt. CA-NV AWWA/AMTA Spring Conference</td>
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<td>April 21-22, 2016</td>
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<td>May 2-6, 2016</td>
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<td>CSDA Legislative Days</td>
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<td>June 19-22, 2016</td>
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## February 2016

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<td>ISDOC Executive Committee Meeting - Fisler (MWDCC Conference Room 101)</td>
<td>MWDCC/MMD Workshop (MWDCC/OCD Boardroom)</td>
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<td>12:00PM Executive Committee Meeting - Clewane, Temianka (Panian Conf Room; Boardroom)</td>
<td>11:30AM - 10:00PM Chamber Networking Luncheon (Costa Mesa Country Club)</td>
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<td>11:30AM - 12:30PM Employee Safety BBQ (Truckport)</td>
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<td>8:00AM LAFCO Meeting (OCTA Boardroom; 600 South Main Street Orange, CA)</td>
<td>6:00PM Water Issues Study Group Meeting (Boardroom)</td>
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<td>8:00AM OCWD Water Issues Committee (OCWD Boardroom)</td>
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<td>8:00AM OCWD Producers Meeting (OCWD Boardroom)</td>
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<td>6:00PM Water Issues Study Group Meeting (Boardroom)</td>
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<td>7:30AM - 9:00AM WACO Meeting (Atkinson, Bockmiller, Dewane, Fisler, Temianka) (MWDOC/OCD Boardroom)</td>
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<td>7:30AM - 9:00AM WACO Planning Committee - Temianka (MWDCC)</td>
<td>7:30AM - 8:30AM CM Chamber of Commerce Breakfast (1701 Golf Course Drive Costa Mesa, CA 92628)</td>
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<td>3:30PM - 5:00PM Engineering and Operations Committee Meeting - Bockmiller, Fisler (Boardroom)</td>
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<td>5:45PM - 6:45PM Costa Mesa City Council Mtg</td>
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<td>3:30PM - 5:00PM Finance Committee Meeting - Temianka, Bockmiller (Upstairs Conference Room)</td>
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**Urban Water Institute Spring Conference - Atkinson ♠ Palm Springs, CA**

- 7:30AM ISDOC Executive Committee Meeting - Fisler (MWDCC Conference Room 101)
- 12:00PM Executive Committee Meeting - Clewane, Temianka (Panian Conf Room; Boardroom)
- 5:45PM Costa Mesa City Council Mtg.

**Pay Day**

- 8:00AM LAFCO Meeting (OCTA Boardroom; 600 South Main Street Orange, CA)
- 8:00AM OCWD Water Issues Committee (OCWD Boardroom)
- 8:00AM OCWD Producers Meeting (OCWD Boardroom)
- 6:00PM Water Issues Study Group Meeting (Boardroom)

**Presidents' Day Holiday**

- 7:30AM - 9:00AM WACO Planning Committee - Temianka (MWDCC)
- 3:30PM - 5:00PM Engineering and Operations Committee Meeting - Bockmiller, Fisler (Boardroom)
- 5:45PM - 6:45PM Costa Mesa City Council Mtg

**ACWA Washington, D.C. Conference ♠ Washington, D.C.**

- 3:30PM - 5:00PM Finance Committee Meeting - Temianka, Bockmiller (Upstairs Conference Room)

**ACWA Water Quality M...**

- 6:00PM - 8:00PM Water Issues Study Group Meeting (MARF)

**7:30PM - 8:00PM WACO Planning Committee Meeting with ACWA Executive Director Tim Quinn - Atkinson, Temianka (5 Formal; 18051 Von Kraman Ave, Irvine, CA 92612 )**

**7:30AM - 9:00AM WACO Meeting (Atkinson, Bockmiller, Clewane, Fisler, Temianka) (MWDOC/OCD Boardroom)**

**3:30PM - 5:00PM LPA Committee Meeting - Fisler, Atkinson (Boardroom)**
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<td>7:30AM - 8:30AM ISDOC Executive Committee Meeting - Fisler (MWDOC Conference Room 101)</td>
<td>8:30AM J-L MMDOC/OCWD Workshop (MMDOC/OCWD Boardroom)</td>
<td>8:00AM - 9:00PM Mesa Water Board Meeting (Boardroom)</td>
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<td>12:00PM - 1:30PM Executive Committee Meeting - Davane, Temianka (Panian Conf Room Boardroom)</td>
<td>11:30AM Chamber Networking Luncheon (Costa Mesa Country Club)</td>
<td>6:00PM - 9:00PM ACWA 2016 Legislative Liaison Committee Meeting (CMSD HQ Conference Room)</td>
<td>7:30AM - 9:00AM ISDOC Executive Committee Meeting - Fisler (MWDOC Conference Room 101)</td>
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<td>5:45PM - 6:45PM Costa Mesa City Council Mtg.</td>
<td>5:30PM OCWD Board Mtg. - Atkinson, Temianka (MMDOC/OCWD Boardroom)</td>
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<td>7:30AM - 9:00AM WACO Meeting (Atkinson, Bockmiller, Davane, Fisler, Temianka) (MWDOC)</td>
<td>7:30AM - 9:00AM WACO Meeting (Atkinson, Bockmiller, Davane, Fisler, Temianka) (MWDOC/OCWD Boardroom)</td>
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<td>8:00AM - 10:00AM City/County Liaison Committee Meeting (OCWD)</td>
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<td>8:00AM - 2:00PM Board Workshop (MWRF)</td>
<td>3:30PM - 5:00PM Finance Committee Meeting - Davane, Temianka, Bockmiller (Boardroom)</td>
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<td>6:00PM - 9:00PM ACWA Energy Committee Meeting - Bockmiller, Fisler, Atkinson, Temianka (OCWD Boardroom)</td>
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<td>8:00AM - 2:00PM Board Workshop (MWRF)</td>
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<td>8:00AM - 9:00AM ISDOC Quarterly Meeting (MWDOC/OCWD Boardroom)</td>
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<td>7:30AM - 9:00AM ACWA/JPIA Risk Management Co... - Roseville, CA</td>
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<td>8:30AM - 10:00AM OCWD/MWD Workshop (MMDOC Conference Room 101)</td>
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<td>11:30AM - 1:00PM ISDOC Quarterly Meeting (MWDOC/OCWD Boardroom)</td>
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**March 2016**

**February 2016**

**April 2016**

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**Categories:**
- ISDOC Executive Committee Meeting
- Executive Committee Meeting
- Chamber Networking Luncheon
- OCWD Board Mtg.
- WACO Meeting
- OCWD Board Mtg.
- ACWA 2016 Legislative Liaison Committee Meeting
- WACO Planning Committee
- Engineering and Operations Committee Meeting
- City/District Liaison Committee Meeting
- Finance Committee Meeting
- Engineering and Operations Committee Meeting
- Jt. CA-NV AWWA/AMTA Conference
- ISDOC Quarterly Meeting
- ACWA/JPIA Risk Management Co...
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<td>12:00PM - 1:30PM Executive Committee Meeting - Devane, Temianka (Panian Conf Room Boardroom)</td>
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<td>6:00PM - 7:00PM OCWD Board Mtg. - Atkinson, Temianka (MWDOC/OCWD Boardroom)</td>
<td>7:00AM - 12:00PM Costa Mesa Community Run/Walk (Estancia High School)</td>
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<td>5:45PM - 6:45PM Costa Mesa City Council Mtg</td>
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<td>2016 Green California Summit ♦ Sacramento, CA</td>
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<td>8:30AM - 11:00AM MWDCC Board Meeting (MWDOC Boardroom)</td>
<td>7:30AM - 8:30AM CM Chamber of Commerce Breakfast (1701 Golf Course Drive Costa Mesa, CA 92626)</td>
<td>7:00AM - 12:00PM Costa Mesa Community Run/Walk (Estancia High School)</td>
<td>3:30PM - 5:00PM LPAC Committee Meeting - Fisler, Atkinson (Boardroom)</td>
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## Upcoming Community Outreach Events

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<th>Event:</th>
<th>Date &amp; Time:</th>
<th>Location:</th>
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<tbody>
<tr>
<td><strong>WISG</strong> <em>Water Issues Study Group</em></td>
<td>Wednesday February 10, 2016 6:30 p.m.-8:00 p.m.</td>
<td><strong>Mesa Water®</strong> 1965 Placentia Avenue, Costa Mesa, CA 92627</td>
</tr>
<tr>
<td><strong>WISG</strong> <em>Water Issues Study Group</em></td>
<td>Wednesday February 24, 2016 6:30 p.m.-8:00 p.m.</td>
<td><strong>Mesa Water®</strong> 1350 Gisler Avenue, Costa Mesa, CA 92626</td>
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</table>
| **Children’s Water Education Festival**  
  VIP Tour and Luncheon | Thursday March 24, 2016 10:30 a.m. to 12:30 p.m. | **University of California, Irvine** Specific location TBD |
MEMORANDUM

TO: Board of Directors
FROM: Coleen L. Monteleone, Assistant General Manager
DATE: February 11, 2016
SUBJECT: Quarterly Training Report

RECOMMENDATION


STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

DISCUSSION

As part of the Board's adopted 2015 Strategic Plan Goal #5 – Attract and retain skilled employees, Objective B is to Build Employee Skills, specifically the following:

- Provide project management training
- Fully train a minimum of two employees in key processes to ensure accountability and sustainability
- Develop and implement an operational and institutional knowledge transfer plan

Outcome 3 calls for quarterly training reports to the Board of Directors.

Attached is the Quarterly Training Report for October 1, 2015 to December 31, 2015. In addition to the training on the report, staff also conducts safety training for all employees and Monday Morning Tailgate Talks for Water Operations, Engineering and Customer Services Field staff.

The Tailgate Talks for this quarter included topics such as:

- Process Safety Management Video
- Jackhammer Safety
- Listen up to Protect Your Hearing
- A Primer on Field Ergonomics Video
- Working Safely in Confined Spaces
- Forklift Safety
- Handy Tips for Hand Safety
- Safely Cutting Metal Pipe
- Fire Safety
- Lifting Tips
- Trenching and Excavation Video
- Be Kind to Your Body: Stretch before Work
- Quick Equipment Checks: A Basic Safety Procedure
The Safety Training included topics such as:

- Defensive Driver
- DOT Hazardous Waste Manifest Signing
- New Hire Safety Training
- Fall Protection Authorized User Training – MWRF Versatile Systems
- Bloodborne Pathogen Refresher
- DOT Hazardous Waste Manifest Signing
- Lockout/Tagout Authorized User – ACWA/JPIA
- Fall Protection Competent Person – Versatile Systems
- Forklift

Below is the required continuing education hours needed, over a three-year period, for each Distribution and Treatment Certification Renewal held by staff.

<table>
<thead>
<tr>
<th>Distribution and Treatment Certification Renewals – Required Continuing Education Hours (within the last three years)</th>
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<tbody>
<tr>
<td>Grade 1</td>
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<tr>
<td>12 hours</td>
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</table>

**FINANCIAL IMPACT**

The cost for the training is budgeted in the department or safety sections each fiscal year.

**ATTACHMENTS**

Attachment A: Quarterly Training Report for October 1, 2015 to December 31, 2015
<table>
<thead>
<tr>
<th>Position</th>
<th>Department</th>
<th>Date of Training</th>
<th>Type of Training</th>
<th>Organization</th>
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<tbody>
<tr>
<td>Public &amp; Government Affairs Manager</td>
<td>Public &amp; Government Affairs</td>
<td>10/7/2015</td>
<td>Communications Training</td>
<td>Gladstone International</td>
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<td>Public Affairs Coordinator</td>
<td>Public &amp; Government Affairs</td>
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<td>Water Maintenance Crewleader</td>
<td>Water Operations</td>
<td>10/8/2015</td>
<td>Portable Analyzer Training</td>
<td>South Coast Air Quality Management District</td>
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<td>Water Quality &amp; Compliance Coordinator</td>
<td>Water Operations</td>
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<td>Water Operations Supervisor</td>
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<td>Assistant General Manager</td>
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<td>10/8/2015</td>
<td>Bullying: A Growing Concern</td>
<td>Liebert Cassidy Whitmore</td>
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<td>Administrative Services</td>
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<td>Human Resources Assistant</td>
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<td>Water Quality &amp; Compliance Supervisor</td>
<td>Water Operations</td>
<td>10/13/2015</td>
<td>Slips, Trips, &amp; Falls</td>
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<td>10/15/2015</td>
<td>The Great Shakeout</td>
<td>Mesa Water®</td>
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<td>Cal OSHA Compliance Course</td>
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<td>Managers &amp; Supervisors</td>
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<td>10/28/2015</td>
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<td>CSU Fullerton Leadership Training</td>
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<td>Customer Services Manager</td>
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<td>Public Affairs Coordinator</td>
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<td>Water Maintenance Crewleaders</td>
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<td>Preventing Workplace Harassment, Discrimination and Retaliation</td>
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<td>Public &amp; Government</td>
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<td>Water Quality &amp; Compliance Supervisor</td>
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<td>Backflow Refresher Course</td>
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<td>Assistant Operations Manager</td>
<td>Water Operations</td>
<td>11/16 -18/2015</td>
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<td>11/19/2015</td>
<td>Follow-up HR Training</td>
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<tr>
<td>Water Quality Technician I</td>
<td>Public Affairs</td>
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<tr>
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<td>MWRF Startup &amp; Shutdown Training</td>
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<td>12/2/2015</td>
<td>MWRF Startup &amp; Shutdown Training</td>
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<td>Position</td>
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<td>Date of Training</td>
<td>Type of Training</td>
<td>Organization</td>
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<td>----------------------------------------------</td>
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<td>Senior Human Resources Analyst Human Resources Assistant</td>
<td>Administrative Services</td>
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<td>Once every 8 weeks Executive Coaching</td>
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MEMORANDUM

TO: Board of Directors
FROM: Stacy Taylor, Public & Government Affairs Manager
DATE: February 11, 2016
SUBJECT: Social Media Services Request for Proposals (RFP) Results

RECOMMENDATION

Approve a contract to Communications LAB for professional social media services for an amount not to exceed $28,000.

The Legislative & Public Affairs Committee reviewed this item at its January 28, 2016 meeting.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

This item was discussed at the Executive Committee meeting on September 1, 2015, LPAC meetings on September 24 and November 19, 2015, and the Board meetings on October 8 and December 10, 2015.

DISCUSSION

Staff developed an updated scope of work to retain expert consulting services in order to enhance Mesa Water’s social media presence. The project includes:

- an assessment of the District’s social media presence and effectiveness since inception;
- providing a recommendation for tactics moving forward;
- developing a dashboard for metrics; and,
- providing social media best management practices materials and trainings for Mesa Water’s Board and staff.

The timing for the six-month project is mid-February through mid-August, 2016. Following is a topline summary of the project’s deliverables to be conducted sequentially in the order listed below:

1) Review the District’s social media activities since inception and assess the effectiveness of such in terms of quality, quantity, and reach;

2) Provide a summary of the review/assessment of the District’s social media activities to date, with recommendations on added strategies and tactics for Mesa Water® to implement moving
forward in order to ensure a robust social media program for the District that further enhances its branding and outreach;
3) Develop a dashboard of metrics for Mesa Water® to use moving forward in its social media activities in order to measure the program’s effectiveness in terms of quality, quantity, and reach;
4) Develop materials (handouts and presentation) for training Mesa Water Board and staff on best management practices for a public agency's use of social media;
5) Conduct two trainings -- 1 Board session, 1 staff session -- at the District on best management practices for a public agency's use of social media; and,
6) Present a topline summary of the project and results at the August 11, 2016 Board meeting.

On November 25, 2015, Mesa Water® posted an RFP for Social Media Services on MesaWater.org and distributed the RFP to 17 social media consultants/firms.  Mesa Water® received proposals by the January 7, 2016 deadline from five firms: Communications LAB, Fraser Communications, Government Social Media, Tripepi Smith & Associates, and Traffik.  Each of the proposals were reviewed and scored by the selection committee, which consisted of Mesa Water's Public & Government Affairs Manager and Public Affairs Coordinator, as well as two outside experts—the City of Anaheim’s Public Information Officer and John Wayne Airport’s Public Affairs Specialist.  On January 20, 2016, the selection committee interviewed all five of the proposing firms to evaluate their qualifications and depth of experience for similar work.  Below is a summary of the selection process results and proposed costs:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Proposer</th>
<th>Score</th>
<th>Cost for Base Scope</th>
<th>Includes Facebook Ads?</th>
</tr>
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<tr>
<td>1</td>
<td>Communications LAB</td>
<td>4.88</td>
<td>$28,000</td>
<td>Yes - $4,000</td>
</tr>
<tr>
<td>2</td>
<td>Tripepi Smith &amp; Associates</td>
<td>4.58</td>
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<td>4</td>
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<td>5</td>
<td>Traffic</td>
<td>3.10</td>
<td>$30,075</td>
<td>No</td>
</tr>
</tbody>
</table>

While each of the consultants provided a qualified approach and team, the selection committee ranked Communications LAB as the top choice based on their understanding of the work scope, schedule and budget, company/staff availability, and qualifications and experience in the following key areas:
- social media expertise for public agencies, including water services
- local and regional familiarity with Mesa Water’s service area and Orange County
- solid experience providing social media training for Board and staff, with the offer of one-on-one training if needed
- well-organized team structure with a knowledgeable project manager, as well as additional
resources on the consultant’s staff for creating social media visuals (graphic images and video)

Included as attachment A is Communications LAB’s proposal and fee proposal. Other proposals are available for review upon request. Out of the three proposers that provided costs within the RFP’s requested budget, only Communications LAB included budget for paid social media ads.

Communications LAB’s approach also contains effective and efficient elements that take into account Mesa Water’s current resources for a social media program. Therefore, it is recommended that the Board award a contract to Communications LAB to provide professional social media services for an amount not to exceed $28,000.

FINANCIAL IMPACT

$28,000 is budgeted in fiscal year 2016; no funds have been spent to date.

ATTACHMENTS

Attachment A: Proposal and Fee Proposal, Communications LAB
Mesa Water District Professional Services

Request for Proposal

Social Media Services

Submitted by
Ms. Stacy Taylor
Public and Government Affairs Manager
Mesa Water District
1965 Placentia Ave.
Costa Mesa, CA 92627

RE: Mesa Water District Professional Services Request for Proposal (RFP) for Social Media Services

Dear Ms. Taylor:

Communications LAB (a dba of Barrios and Associates, LLC, which was formed in 2013) is excited to offer this proposal in response to your Professional Services Request for Proposal for social media services to assess the District’s social media presence and effectiveness since inception, provide recommendations for tactics moving forward, develop a dashboard of metrics, and provide social media best practices materials and trainings for Mesa Water Board and staff.

Communications LAB is currently engaged by various public agencies throughout Orange County to offer similar services. These include the Orange County Stormwater Program, Santa Margarita Water District, and East Orange County Water District, among others. We look forward to the opportunity to include Mesa Water District among them.

Communications LAB will serve as the sole consultant. I will serve as Project Manager, Francisco Barajas will serve as Social Media Coordinator and Amanda Hughes will serve as Account Coordinator. Together, our team is made up of dedicated communications and public affairs professionals who know how to identify key stakeholders within Orange County communities – and how to design a social media campaign that gets results.

As Communications LAB’s President, I attest that all information within the proposal is true and correct, and that I am authorized to represent Communications LAB and to sign contracts on its behalf.

Our full-service public affairs firm is a limited liability company (LLC) located at 701 E. Chapman Ave., Orange, California, 92866. We can be reached by phone at (949) 215-5539, by fax at (949) 215-5549, or by email at info@communicationslab.com. Our federal tax identification number is 42-2030008. Our website is www.communicationslab.com.

Please feel free to reach out to me directly with any questions or to schedule time to learn more about the excellent services we offer. I am available at brian@communicationslab.com or by cell phone at (949) 294-8269.

Sincerely,

[Signature]

Brian Lochrie
President
Communications LAB

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SECTION I: Firm Qualifications and Experience

Introduction to the Firm
Barrios and Associates, LLC (dba Communications LAB) was formed in 2013 when Arianna Barrios of Barrios & Associates, a communications consultant since 2006, teamed with husband Brian Lochrie, a 13-year veteran of Faubel Public Affairs. The new firm serves the combined clients of both firms and brings together the talent and experience of Lochrie and Barrios, the “L” and “B” of Communications LAB.

A limited liability company, Communications LAB is owned by CEO Barrios, a Mexican-American with a rich heritage in Orange County. The company is a certified Woman and Minority Owned Business Enterprise (WMBE). Lochrie serves as President and is a project manager for many of Communications LAB’s key clients.

Communications LAB employs a full-time staff of eight. Its corporate office is located at 701 E. Chapman Ave., Orange, California, 92868.

Strength and Stability of the Firm
Communications LAB’s financial condition is strong, with no pending concerns such as bankruptcy, litigation, closures, planned office closures, impending mergers or any other impediment to our ability to complete the project.

Overview of the Firm’s Capabilities
Communications LAB has the experience and ability to conduct the research necessary to help Mesa Water District’s board and staff make informed and strategic decisions to get the most return on your investment across all of your social media platforms. As a full-service agency, we have the ability to not only make recommendations but offer our services to follow-through if requested, including the creation of fresh, new images, full-service video production capabilities and even connections that can help broaden your audience.

Our successful daily efforts to establish a close rapport with a diverse group of individuals and organizations that make up Orange County mark the difference between a firm that can recommend collaborations and a firm that can make them happen, which is essential to any good social media campaign.

Communications LAB has the ability to provide best management practices for all four of Mesa Water District’s current active social media platforms, including Facebook, Twitter, Instagram and YouTube based off of our experience in dealing with other water districts throughout the County. Following our evaluation of each of your social media accounts, we will provide staff with our recommendation for which platforms would be best suited for the District’s needs and which ones should receive less focus given the District’s limited resources, i.e. staff time and availability.
Experience

Orange County Stormwater Program

The Orange County Stormwater Program exists under the umbrella of the Orange County Department of Public Works to educate Orange County residents about their local watersheds and preventing urban runoff. The County administers the program in partnership with all 34 cities as member agencies.

Communications LAB is the lead communications, outreach and public education contractor for the Orange County Stormwater Program and is responsible for developing and implementing a variety of communications and marketing strategies. We utilize traditional and newer communications vehicles, including print advertising, earned media, community outreach and educational events and social media to achieve the program’s communications and education objectives.

As it relates specifically to social media, our staff develops a monthly social media editorial calendar for the Orange County Stormwater Program that follows our social media best practices that we have used with other public water agency clients. The editorial calendar identifies pre-planned posts and the dates and times when they will be posted. It is then sent to the client for review and approval, at which time the posts are developed and scheduled for their respective social media platforms.

Communications LAB also prepares analytics reports throughout the month in order to provide updates on the performance of the social media posts as part of our bi-weekly conference calls with the client. These calls provide, among other things, an opportunity to discuss the effectiveness of the content and the tactics being employed, in addition to fine tuning the messaging if desired. At the end of the month, Communications LAB compiles all of the analytics within the social media editorial calendar both for the platforms being used and for each individual posting. This allows for a comprehensive evaluation of all of the posts that month in addition to providing our assessment as to why certain posts performed differently than others. We then prepare a written report for the client and a PowerPoint “executive summary” for the monthly meeting of the member agency cities that includes recommendations for improvement and areas of success. Feedback from the cities is also solicited and taken into consideration for the following month’s social media editorial calendar.

When Communications LAB introduced the social media component to the Orange County Stormwater Program, our team conducted trainings to educate program staff on our social media best practices and how each platform worked. We also made recommendations regarding the platforms that we believed would most effectively meet the needs of the program and made sure there was understanding and comfort among the staff moving forward. When we launched the Facebook page, we had no likes.

Today we have almost 7,000 likes on the Orange County Stormwater Program Facebook Page.

CONTACT:
Christy Suppes
Environmental Resources Specialist
OC Public Works – Stormwater Program
2301 N. Glassell St.
Orange, CA 92865
(714) 955-0673
christy.suppes@ocpw.ocgov.com
East Orange County Water District

East Orange County Water District (EOCWD) wished to increase its presence on Facebook and acquire more page likes as part of its drought outreach and water conservation campaign. Communications LAB was retained to manage the District’s social media communications as well as coordinate all community and customer outreach and education activities.

Communications LAB developed a monthly social media editorial calendar and implemented our social media best practices for public water agencies. We collected and reviewed the social media analytics at the end of each month and provided a report to the District that included recommendations for improving the quality of the content and increasing public engagement.

Prior to launching the campaign, our team provided staff with a tutorial on social media best practices to ensure they were knowledgeable as well as comfortable with our proposed social media activities on the District’s behalf. When we were brought on to assist EOCWD, the small water district had 12 likes on its Facebook page and now has more than 1,500 likes. Therefore the boosted posts we provide to EOCWD appear on the news feeds of these customers on a regular basis.

CONTACT:
Lisa Ohlund
General Manager
East Orange County Water District
185 North McPherson Road
Orange, CA 92869-3720
(714) 538-5815
lohlund@eocwd.com

Santa Margarita Water District

Santa Margarita Water District (SMWD) recently began implementation of its “One-Day-A-Week” Watering Campaign. The District retained Communications LAB to implement a social media ad campaign as part of its outreach and communication efforts. Our team developed a campaign that integrated our social media best practices, provided recommendations for paid promotion, and included special campaign artwork that we designed for the District’s social media platforms. Among our recommended social media posts was a dedicated weekly post for the campaign that would differ from other posts during the week and diversify the page so as to prevent page visitors from losing interest due to over saturation.

Prior to launching the campaign, our team provided staff with a tutorial on social media best practices to ensure they were knowledgeable as well as comfortable with our proposed social media activities on the District’s behalf. Since then, our team has maintained regular communication with staff to discuss social media performance, tactics being employed, fine tuning messaging, and answering questions. Because our contract to assist with social media with SMWD has been recent (December 2015), Communications LAB cannot take credit for any increase in Facebook likes, but SMWD has more than 1,400 likes.

CONTACT:
Jim Leach
Director of External Affairs
Why Communications LAB is the best choice for Mesa Water

Communications LAB has a deep-rooted history in Orange County and extensive experience using social media as a component of its public outreach, education, and communications campaigns. Our firm is the best choice to serve Mesa Water District because of our pre-existing knowledge and understanding of local and regional/state water issues and our demonstrated record of effectively communicating about those issues with the public via social media. Additionally, our extensive work with public water agencies and other water industry clients in Orange County provides us with a unique understanding of the common communications needs of the water community that will allow us to be an asset to and meet the specific social media needs of Mesa Water District.

Our social media director provides similar services to other Orange County water districts and other County public agencies with similar goals of reaching customers to communicate in a dynamic and impactful way.
SECTION II: Staff Experience and Availability

Organizational Chart

Mesa Water District
Customers

Mesa Water
DISTRICT

Brian Lochrie
Project Manager

Francisco Barajas
Social Media Director

Amanda Hughes
Account Coordinator
Staff Member Biographies

Brian Lochrie – Project Manager

Lochrie has been with Communications LAB, formerly Faubel Public Affairs, for 13 years. He oversees the day-to-day operations of many of Communications LAB’s top clients, including Orange County Transportation Authority (OCTA), Transportation Corridor Agencies (TCA), San Diego Gas & Electric (SDG&E), and Poseidon Resources. He also oversees the project management of the other Communications LAB staff members who manage various other clients.

He brings with him the experience and understanding of the Mesa Water board needed to command authority when it comes to social media training, having conducted trainings such as these for the last fifteen years. He has a strong relationship with many of the Mesa Water Board Members and staff and can effectively explain the reasoning behind the social media policies while using his understanding of the personalities on the Mesa Board to help communicate with them effectively.

Lochrie will be available to the extent proposed for the duration of the project and will not be removed or replaced without the prior written concurrence of the Mesa Water District.

Francisco Barajas – Social Media Director

Barajas has been with Communications LAB since 2013 and currently serves as Account Manager. His client portfolio includes the Orange County Stormwater Program, Orange County Transportation Authority (OCTA), Orange County Taxpayers Association (OCTax), East Orange County Water District (EOCWD), and Santa Margarita Water District (SMWD).

He brings with him his expertise in social media best practices, with a strong emphasis on water policy, both at the State and County levels.

Barajas will be available to the extent proposed for the duration of the project and will not be removed or replaced without the prior written concurrence of Mesa Water District.

Amanda Hughes – Account Coordinator

Hughes recently joined the Communications LAB team as an Account Administrator. She is currently a fourth year public relations student at California State University, Fullerton and brings with her several recent internships that have helped keep her informed on the most up-to-date social media best practices, including Social Media Intern for Intertwined, Inc.

During her time in this capacity, she organized social media calendars for various clients, strategically planned posts for various social media platforms, including Facebook, Twitter, and Instagram, produced blog posts and participated in research projects that assisted with the enhancement of services provided to Intertwined’s client base. Her experience in editing and providing assistance with social media strategy will help ensure Communications LAB deliver a quality work product.

Hughes will be available to the extent proposed for the duration of the project and will not be removed or replaced without the prior written concurrence of Mesa Water District.
Current Work Load

We acknowledge the following staff assignments, availability and levels of commitment for each of the designated members of our Project Team.

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<thead>
<tr>
<th>Personnel</th>
<th>Firm &amp; Years With</th>
<th>Current Assignment</th>
<th>Project Assignment</th>
<th>Commitment to Current Assignments</th>
<th>Availability for this Assignment</th>
<th>Current Location</th>
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<tr>
<td>Brian Lochrie</td>
<td>Communications LAB (3)</td>
<td>President</td>
<td>Project Manager</td>
<td>65%</td>
<td>35%</td>
<td>Orange, CA</td>
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<tr>
<td>Francisco Barajas</td>
<td>Communications LAB (2)</td>
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<td>Social Media Director</td>
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<tr>
<td>Amanda Hughes</td>
<td>Communications LAB (1)</td>
<td>Account Coordinator</td>
<td>Account Coordinator</td>
<td>80%</td>
<td>20%</td>
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Work Breakdown Structure (WBS)

Task 0 – Project Management and Administration

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<tr>
<th>Task</th>
<th>Staff Assignment</th>
<th>Hours</th>
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<td></td>
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<td>2</td>
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<tr>
<td></td>
<td>Amanda Hughes</td>
<td>2</td>
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<tr>
<td>Project Schedule</td>
<td>Francisco Barajas</td>
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Task 1 – Social Media Assessment

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Task 2 – Social Media Metrics Plan

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<td>Francisco Barajas</td>
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<td>Identify Opportunities</td>
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<td>Monitoring Guidance</td>
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<tr>
<td>Earned/Paid Recommendations</td>
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<tr>
<td>Improve District’s Guidelines</td>
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Task 3 – Social Media Training

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<td>Staff Social Media Training Document/Material Preparation</td>
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<td>Brian Lochrie</td>
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<td>Board Member Social Media Training Curriculum Development</td>
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<td>Board Member Social Media Training Document/Material Preparation</td>
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<tr>
<td></td>
<td>Brian Lochrie</td>
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<td><strong>Total Hours</strong></td>
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### Task 4 – Board Presentation and Close Out

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<tr>
<td>Preparation of final project summary</td>
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<tr>
<td>Development of Draft PowerPoint Presentation</td>
<td>Francisco Barajas</td>
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<tr>
<td>Preparation Call</td>
<td>Brian Lochrie</td>
<td>.5</td>
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<td></td>
<td>Francisco Barajas</td>
<td>.5</td>
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<tr>
<td>Preparing Final Draft of PowerPoint Presentation</td>
<td>Francisco Barajas</td>
<td>2</td>
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<td></td>
<td>Total Hours</td>
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Total Hours: 217
Section 3: Scope of Work Understanding and Schedule

Project Understanding

Mesa Water District’s 2015 Strategic Plan includes a goal of increasing public awareness about Mesa Water District and water in general, with social media playing a significant role in that effort. This project was created to assist Mesa Water elevate its social media profile and have a positive online impact on the community and key local influencers and organizations.

Mesa Water currently utilizes four social media platforms for which it wishes to enhance its presence: Facebook, Instagram, Twitter and YouTube.

This project will include:

- Analyzing Mesa Water’s social media effectiveness since inception;
- Provide recommendations for social media best management practices;
- Develop a dashboard for metrics;
- Provide trainings and materials for Mesa Water District directors and staff

Communications LAB has reviewed the schedule proposed by Mesa Water District in the Professional Services Request for proposal with the tentatively scheduled kick off meeting to take place on February 16, 2016 through the hard end of the project on August 16, 2016 and agree to the schedule as is. If awarded the contract, we will submit a more thorough schedule outline specific deliverables and dates following the initial kick off meeting.

Communications LAB has reviewed the Scope of Work provided by Mesa Water District in its RFP and agrees to all of the project requirements noted within that Scope. To avoid redundancy, we will not reiterate that agreement on a “point-by-point” basis within our proposal and instead utilize our proposal to identify the challenges and recommended approach.

Key Project Challenges

Communications LAB has extensive experience managing social media communications for a number of public water agencies in Orange County, in addition to offering consultation on best practices for social media, social media trends and enhancing the effectiveness and reach of social media engagement. For this project, our team has identified three key challenges moving forward.

1. Creating relatable content that engages target audience

The purpose of social media is to provide an online space where individuals can socially connect with others in a public forum. While originally developed by and for a younger demographic, its user base has significantly expanded. Although different platforms identify more with certain groups than others, the broad population’s presence is significant enough that organizations both small and large have begun to integrate them into their own strategic media planning. It is no longer surprising to find an active presence from a small, home-based business to a large, multi-national corporation. As a result, what is supposed to be a “social” tool has now quickly been diluted, making one of the biggest challenges for any organization making your messaging relevant enough to not only be noticed, but interacted with.

As Mesa Water seeks to enhance its social media presence and profile, both in terms of growing its number of page “likes” and “follows,” as well as through increased public interaction and content
engagement, it will confront the challenge of competing with seemingly more enticing content. In general, people do not inherently seek out information or social engagement on water issues. This is something that has to be drawn out of them.

2. Message Coordination among Board Members and Staff

Another key challenge Communications LAB has found through its works with public water agencies, particularly with regard to their social media campaigns, is that staff is accountable to both their publicly elected board members as well as to their customers and public at large. This carries with it some very specific issues and challenges that typically do not affect smaller private entities.

For one, in an environment where it is impossible to take back anything that has been published and viewed, it is of the utmost importance that content be carefully developed and managed. As with anything else, maintaining a well thought out message tight becomes more difficult with the more individuals involved. We have seen many instances where a public agency spends weeks curating a message and planning specific posts scheduled to be posted at strategic times only to have their board come in either at the last instance or after it has already been posted requesting changes. Or, in other instances, sharing the content and putting their own statement before the post, diluting the agency-generated post.

The issue is not the board members. As publicly elected officials, we always recommend their active participation in our social media. The ultimate purpose of publishing content through the various platforms is to have the public interact with it. To show that they are not just scrolling past it, but reading it, dissecting it and responding or sharing. The more influencers involved in doing so the more that message is seen.

The true issue is the need for improving the process for the development of this messaging. With our experience in providing social media best practices for public agencies, Communications LAB has the knowledge and expertise to be able to identify the areas that might need improvement and provide the needed guidance to make the transition from idea to successful campaign simple and efficient.

3. Curating public comments and interactions with social media pages

In the past, Communications LAB has encountered situations involving the management of public comments regarding particular social media posts that we have learned how to handle in a manner that is both positive and ethical. Public agencies are held to a different standard across the board in the way they are to receive and handle public input. This is no different on social media platforms.

Whereas individuals have the ability to curate comments left on their pages and sites at their will, public agencies must follow specific rules in order to determine what can be allowed to stay and what must be removed. A negative comment speaking out against a service provided, for example, while unwelcomed might have to be left depending on the tone and the choice of words used to express the sentiment.

Other times, and most often the case, we have had experiences where individuals post comments that are either germane but not suitable for display on a public agency’s social media page or comments that
are completely unrelated to the topic being discussed. While tricky, such postings are common enough that Communications LAB has a proven best practices recommendation to address them.

4. **Proper Measurement of Success**

As with any other media tool, differing social media platforms each come with their own sets of analytics that can be used to measure success. To add confusion to the matter, many of the terms used to provide these analytics are not inherent to most individuals outside of regular social media users. Unless they are a part of your regular vernacular, they provide no context. This becomes an issue for public agencies when having to report the outcome of a social media campaign to a board comprised of individuals from differing fields.

Prior to beginning a new specifically messaged campaign, for example, your Facebook posts may have an average organic reach of 200. Following the campaign, your average organic reach for posts climbs to over 2,000. This is a remarkable outcome, but how do you effectively translate that in a manner that ensures all of your board members will understand? This is a question we have been asked by clients and have developed best practices to handle.

**Recommended Approach**

Our experience, understanding of the community, and personal relationships with stakeholders throughout the District’s service area meshes perfectly with our creativity, expertise in community outreach and commitment to be able to provide you with the best solutions to these key challenges.

1. **Creating relatable content that engages target audience**

Communications LAB has the experience needed to identify and create relevant content that will not only drive social media users to Mesa Water District’s page but more importantly, to your website. Our current work on the Orange County Stormwater Program’s Facebook page is a strong reflection of what we can provide.

The main goal of the Orange County Stormwater Program is to educate water users about the County’s watersheds and urban runoff prevention. While this is an important topic, especially in Orange County where our ocean is not only a driver of our economy but also one of our most precious resources, it is not exactly the most exciting topic to sell to a population already being overstimulated by social media coverage of the next blockbuster movie, celebrity scandal, political controversy, or other story of the day.

Our job was to figure out what would make social media users not only stop scrolling down the page but interact. We conducted surveys identifying what the general population already knew about our messaging and what they cared about most in relation to our program. We also created a “mascot” to be the recognizable face of the program, developed complementary online and print materials, made presentations and attended public events as well as created a few of our own. All of this helped generate content and messaging that could be used for social media engagement. Content we already knew Orange County residents cared about.

As an example, two high-profile weather- and water-related topics on social media have been California’s historic drought and the coming of El Niño. As a public agency involved in water, the Orange County Stormwater Program has the ability to take those topics and offer credibility to what social
media consumers are reading about and seeing every day. Using this, we develop a weeklong campaign focused on these topics while infusing our messaging.

The first post of the week might be an article about how clean Orange County’s beaches were this year. The following day, we feature an image of dry storm drains with garbage that has accumulated due to a lack of rain. The third day, we publish a post regarding the upcoming storms, following by a post on the fourth day tying it all together. The final communicated message is that, due to the upcoming rainstorm, the trash and debris that has accumulated for years will soon be washed into the ocean, making it more important than ever to keep trash out of our streets and yards.

All of these posts have been planned out with purpose, a month in advance, taking into account conversations that are already happening, with the goal of keeping them going with the Orange County Stormwater Program now part of that conversation.

For Mesa Water District, we would recommend the following strategy using the same guiding principles:

- Identify the organization’s key messaging from which to base our recommendations for social media strategies at the project kick off meeting

- Identify Mesa Water’s key demographic target

- Draw out various customer groups within that target demographic to partner with for added campaign credibility

- Identify and evaluate the topics that Mesa Water’s general customer base and key customer groups are currently discussing

- Develop a social media calendar with recommended postings for the month that would take into account those topics and incorporate Communications LAB’s recommended social media best practices for each social media platform

As we work closely with Mesa Water District staff, we are confident that our suggested social media messaging will entice users to not only engage on Mesa Water’s social media platforms but to also visit the District website for more information.

2. **Message Coordination among Board Members and Staff**

It is important that public agencies keep their elected board members involved in the communication process, particularly as it relates to the identification of the board’s communication and messaging priorities and establishment of policy prior to the commencement of the development of a social media campaign. Communications LAB, however, recommends that the responsibility for actual implementation of those policies and priorities be left to the professional staff. Board members can support staff and reinforce District messaging by offering comments and keeping discussions on point and consistent with the intent of the posts. As a representative of the District, straying from the intended message or contradicting the post entirely runs the risk of undermining the effectiveness of the campaign.
Communications LAB recommends conducting two individual training sessions. The first would be a training session tailored solely for District staff and would be comprised of two parts:

- **Part 1** – Discussion of general social media best practices for each of Mesa Water District’s active social media platforms and identification of which key targeted demographics use each platform. The goal would be to establish an understanding of the strategy behind using each of the platforms and why it is important to the overall social media campaign. Following will be our recommendation for which platforms Mesa Water District should focus their limited resources on. This first part of the training would be anticipated to last no more than one hour.

- **Part 2** – Presentation and discussion of social media messaging objectives and key points to be communicated (with linkage to Mesa Water’s customer demographic), recommended strategy for communicating those messages across the desired social media platforms, and how it relates to the social media best practices based off of our discussion at the kick off meeting. This second part of the training would be anticipated to last between a half-hour and one hour, depending on the discussion and questions asked.

The second training session would follow, being specifically tailored for Board members and would be comprised of two parts:

- **Part 1** – Discussion of general social media best practices for each of Mesa Water District’s active social media platforms and identification of which key targeted demographics use each platform. The goal would be to establish an understanding of the strategy behind using each of the platforms and why it is important to the overall social media campaign. The specific emphasis for this presentation would be to provide Board members with the same basic understanding Mesa Water District staff will be using when creating social media campaigns in the future. It is extremely helpful to be able to have all parties begin from the same starting point when having a conversation on where the campaign should go. This first part of the training would be anticipated to last no more than a half-hour as it will be condensed, not accounting for any questions or comments the board may have.

- **Part 2** – Presentation and discussion of social media messaging objectives and key points to be communicated (with linkage to Mesa Water’s customer demographic), recommended strategy for communicating those messages across the desired social media platforms, and how it relates to the social media best practices. This part of the presentation would specifically target board members by emphasizing the importance and necessity of staying on message and not deviating from the recommended strategy developed by staff, which could undermine the effectiveness of the message points and the social media best practices.

Communications LAB is well positioned to lead a social media training session for Mesa Water District’s board members and staff. Our team can speak with authority and answer questions on a range of social media related topics as a result of our extensive experience and track record managing effective social media campaigns and social media channels for local public water agencies.

3. **Curating public comments and interactions with the social media pages**

We have found that the public can be extremely protective of their comments on social media, regardless of whether their contributions to the online conversation are positive or not. For this reason,
Communications LAB always takes the time to review its public agency clients’ social media policies to ensure they provide the agency enough authority to manage public comments and posts as needed. Should questions arise or arguments be made about the agency’s handling of those comments and posts, it is important that the agency be able to point to its publicly posted social media policy and explain why the situation was handled as it was.

4. **Proper Measurement of Success**

Given that each social media platform has its own language and use of key terms for measuring analytics, Communications LAB has developed a set of best practices to measure the quality of a social media campaign and its posts as well as its overall success according to each individual platform that can easily be adapted into Mesa Water District’s red, yellow and green measurement tool. If awarded the contract, Communications LAB will work with Mesa Water District staff following the kick off meeting to identify which best practices the District would like to adopt and develop a measurement tool that is consistent with the current District’s tool so as to be able to provide both the Board and the public analytics they can put into context.

**Approach to work**

Communications LAB has gained a wealth of valuable experience managing the social media pages of its local public water agency clients and others. Our knowledge of social media best practices has grown exponentially with each client we have served, as has our understanding of the water-related messaging that works and doesn’t work with social media consumers in Orange County.

We have become more effective and successful with each social media campaign we have managed and are proud that the social media pages that we have developed and/or managed for our clients have achieved a greater reach, for a fraction of the cost, than what would have otherwise been achieved through traditional methods.

We approach our social media work exactly as we would any other service that we provide our clients by going above and beyond what is necessary to make sure that the job not only gets done, but gets done right. We strive to understand our client’s goals and objectives, working with them as a partner for the duration of the contract. By becoming a part of their team, we are better able to see where they are coming from and what it is they need. When it comes to social media best practices, we have found that our clients are the true experts at what they do. This is why when we come in, we don’t try and tell them what to say, but rather how to say it, using our experience in best practices, and enhance the messaging by leveraging our professional relationships to take it to the next level.

**Professional Relationships**

Communications LAB enjoys relationships with individuals and organizations in Mesa Water District’s service area that could be leveraged to facilitate relevant social media campaigns for the District.

For example, we could work with John Wayne Airport on a social media campaign that could help increase interaction for both agencies. Perhaps the airport has made improvements that have resulted in significantly increased water efficiency. We could build a campaign around those achievements and request other organizations to share with us what they have done so they could also be highlighted.
In the meantime, John Wayne Airport could share Mesa Water’s content as a way to show their own followers what they have been doing while actively promoting Mesa Water’s pages. The same can be done with other partners as well as customers in the service area, including the Orange County Fair, South Coast Plaza, Newport Mesa School District and Coastline Community College District.

Communications LAB has close relationships with several of these public agencies, private companies and organizations and can ensure a close collaboration with these key community stakeholders.

Experience

Communications LAB comes with the understanding of how public agencies work and the intricate relationships staff have with both their board and their customers. As a consultant, this provides a great benefit to staff since you can be assured that our recommendations have been vetted not to go against the grain, but work with it to be able to provide Mesa Water District with the results you desire without having to radically change your work processes. Given our knowledge and understanding, we have the ability to hit the ground running from day one.

Quality Assurance

The Communications LAB team works closely together to ensure project metrics – task time frames, costs, deliverables, progress measurement, etc. – are assessed on a weekly basis and reviewed monthly in coordination with reporting and invoicing.

All work product is reviewed by at least one other Communications LAB staff member prior to its submission to the client as to ensure the client receives only top-quality work. This is inclusive of any reports, presentations and especially recommended social media postings.

Communications LAB can adapt its social media management activities to suit the needs and comfort level of the client. For example, content that is developed for social media posting can be scheduled once the work is completed or it can be scheduled once the client has approved the final product. This allows for consistency in style, grammar and facts being provided. When publishing anything on social media, or online, it is important that a voice be developed so as to make it easier for those who have “liked” or “followed” you to feel as though they are having a conversation.

Use of Technology

We take project management up a notch by leveraging secure online project management, contact management, and reporting and analysis tools to support a collaborative, interactive and efficient outreach effort that makes the best use of limited resources.

Communications LAB uses Smartsheet for all of its project management activities. It is an interactive online database tool that allows the client to view all of our tasks as they are being completed, with the ability to email us directly from within the database on any given task, as well as to view any attachments that accompany each task. The tool is accessible online via computer or through an app via any smartphone device.

Steps to Ensure Quality Deliverables
• Kick off meeting: As with our other social media clients, we conduct an initial kick off meeting to review, discuss and agree to key steps and project milestones over the length of the contract and when those milestones should be evaluated.

• Scheduled weekly meetings: Given the timeframe agreed upon in the kick off meeting, we hold weekly calls to update the client on where we are, items of importance and a brief update on milestones reached the previous week.

• Social media calendar and metrics reporting: At the end of each month, Communications LAB provides the client with a social media calendar outlining each post that is to be scheduled for the next upcoming month. Each post is specifically labeled to show what kind of post it will be, whether that be “blog post,” “how to,” “fact,” etc.

Once the calendar has reached its final date, we fill out all of the metrics for each individual post and compare them to see which posts were popular and received the most meaningful interaction and which posts received the least.

We then provide the completed calendar back to our client along with our evaluation and recommendations, allowing for a productive discussion to be had in regards to how we wish to proceed at our monthly meetings, where we provide a brief presentation and a written report.

For water agencies, we have found that a “quick tip” accompanied by a vivid image a drought: tolerant landscape or flower yields significant results when compared to a wordy post with a link and no image. Essentially, the less work someone has to do to intake information, the more likely they are to interact with it.

As the months continue, the client becomes more familiar with our recommended strategy as well as with their own social media platforms. Our goal is not to take over your social media pages. It is to come in and work with you to leverage your expertise to create a strategy that works for you.

When our contract ends, no one will be more of an expert at interacting with your customers through your social media pages than you.

Enhancements to Scope of Work
For its social media contracts, Communications LAB typically recommends that its clients have a modest budget for the periodic paid promotion/advertising of social media pages and posts. We understand that public agency budgets may not always allow paid advertising, but it is becoming increasingly important and necessary for social media to be an effective and successful tool.

Recent changes in many social media platforms’ algorithms, such as Facebook, have made it so that until your page reaches a certain threshold, your organic reach will remain stagnant and possibly decline. This goes back to the original purpose of social media. Users’ feeds were getting bogged down with organic posts from businesses and organizations, so they were leaving.

To prevent this, social media platforms began to limit the amount of content that could be seen by giving preferential treatment to paid content for pages not belonging to individuals (they have their own
algorithms). As it stands, it would take days to read through all of the content from a user’s friends and family. It would be impossible to read everything being posting in addition.

The exception to this rule are sites such as Twitter and Instagram, where content is seen as it is posted. For this reason, we recommend agencies with limited resources put less focus on these platforms given that they are significantly more time intensive.

For this specific contract, Communications LAB recommends that $4,000 be set aside from the given budget to be able to use toward page promotions and boosted posts. The hope is that when this contract expires in August, 2016, the pages will have reached a threshold where, once the promotions end, organic reach can stay level or continue to grow over time.
Appendix A: Resumes of Key Staff

Brian Lochrie
701 E Chapman Ave.
Orange, CA 92866
949-215-6539
brian@communicationslab.com

As a 13-year public affairs professional, I thrive on challenge. Working best under pressure, I seek out opportunities to make a positive difference by changing public attitudes and informing customers' decisions.

Education
Bachelor of Arts Degree, Communications
California State University at Fullerton

April 2013-Present – President, Communications LAB
PROJECT MANAGER FOR KEY CLIENTS:

- Orange County Transportation Authority – I-5 South Improvement Project
- Transportation Corridor Agencies (The Toll Roads) – Tesoro Extension of the SR-241
- Poseidon Resources – Huntington Beach Seawater Desalination Facility
- San Diego Gas & Electric – South Orange County Reliability Enhancement
- County of Orange – Orange County Stormwater Program

TACTICS, SKILLS, PROGRAM IMPLEMENTATION

- Strategic planning and timeline development
- Metric Measurements
- Community Outreach (Political Briefings, School Outreach, Speakers Bureau, etc.)
- Video Production
- Media Relations
- Crisis Communications Planning
- Social Media development and Online Outreach
- Multicultural Outreach

September 2000 – March 2013 – President, Faubel Public Affairs
PROJECT MANAGER FOR KEY CLIENTS:

- Orange County Transportation Authority – I-5 South Improvement Project
- Transportation Corridor Agencies (The Toll Roads) – Tesoro Extension of the SR-241
- Poseidon Resources – Huntington Beach Seawater Desalination Facility
- San Diego Gas & Electric – South Orange County Reliability Enhancement
- County of Orange – Orange County Stormwater Program

TACTICS, SKILLS, PROGRAM IMPLEMENTATION

- Strategic planning and timeline development
- Metric Measurements
- Community Outreach (Political Briefings, School Outreach, Speakers Bureau, etc.)
- Video Production
- Media Relations
- Crisis Communications Planning
- Social Media development

January 1998 – July 2000 – Sports Director, KFDM-TV (CBS), Beaumont, TX
On-Air talent for 5:00 pm, 6:00 pm, 10:00 pm newscast

March 1994 – January 1998 – Sports Director, KTRE-TV (ABC), Lufkin, TX
On-Air talent for 6:00 pm, 10:00 pm newscast

22
December 2014 – Present – Account Manager, Communications LAB

- Manage several of Communications LAB's clients, including Orange County Taxpayers Association, OCTA I-5 South County from Avenida Pico to San Juan Creek Road, OCTA I-5 South County from SR-73 to El Toro
- Manage or provide strategic guidance for all of Communications LAB's clients, including the Orange County Stormwater Program, East Orange County Water District and Santa Margarita Water District

July 2013-December 2014 – Account Coordinator, Communications LAB

- Provide assistance to project managers in the coordination of client services

April – July 2013 – Economic Development Intern, City of Lake Forest

- Managed economic development website content
- Evaluated new social media outlets
- Assisted with compiling demographic reports
- Updated the City's business database and performed necessary outreach
- Assisted with the coordination of business events

October 2011 – April 2013 – City Clerk Intern, City of Malibu

- Maintained City Clerk's Master Inventory File
- Copied and distributed City Council Agendas
- Assisted in receiving, processing, and logging all Fair Political Practices Commission (FPPC) documents
- Responsible for administering Recorded Documents processing and managing incoming general correspondence
- Conducted City's first voter registration drive for the 2012 municipal elections
- Conducted inquiries through the City Clerks Association of California listserv and redistributed responses using Access for general reference
- Developed forms used by City personnel

May 2012 – August 2012 – Intern, Association of California Cities – Orange County (ACC-OC)

- Researched and tracked legislation as well as authored opinion correspondence and advocacy letters on behalf of the organization
- Wrote memos to educate member elected officials during Legislative Committee Meetings
- Developed an internal tracking tool for legislation
- Tracked pension reform across all thirty-four cities in Orange County to gauge their cohesiveness with ACC-OC's pension reform criteria used to educate elected officials
- Assisted in the planning and coordination of committee meetings
April – August 2012 – Intern, Orange County Board of Supervisors, Chairman John Moorlach

- Drafted briefings on board agenda items for the Supervisor in the areas of Legislation, Grants, OCTA, OCCR, and SSA on a weekly basis
- Researched and compiled a database to analyze CA Department of Finance (DOF) response letters to Orange County and twenty-four other former redevelopment agencies regarding their Recognized Obligation Payment Schedule (ROPS)
- Developed a tracking mechanism to determine discrepancies between former redevelopment agencies’ first and second ROPS from the DOF
- Researched best practices nationwide on employment services to support Orange County’s Ten-Year Plan to End Homelessness
- Analyzed portions of the FY 2012-13 County Budget and proposed recommendations for action
- Developed an internal tracking tool for legislation
- Reviewed source documents from Orange County’s State and Federal lobbyists and wrote summaries
- Attended public events on behalf of the Supervisor

June 2010 – May 2011 – External Affairs Intern, Western Municipal Water District

- Worked on community outreach as a representative of the District
- Responsible for external communications including running two websites (assisted in design, organization, updates, original content and directing web traffic through email notifications), written correspondence on behalf of the District, and interpersonal outreach to constituents, advocacy partners, and the community at large
- Assisted in the coordination of events on behalf of the district, including the creation of the invitations as well as disbursement and guest tracking
- Researched pending legislation, determining the fiscal and environmental impact it would have on the district and its programs, debriefed the legislative analyst and the External Affairs Director, and authored opinion correspondence and advocacy letters on behalf of the District
- Created and maintained Western’s External Affairs advocacy contact database
- Assisted in the development, distribution, and collection of surveys

September 2009 – June 2010 – Intern, Inland Empire Office of the Governor

- Acted as an intermediary between constituents and the respective agency representatives
- Independently researched legislative topics of interests upon requests made by constituents
- Attended regional events and read speeches on behalf of Governor Schwarzenegger
January 2015 - Present – Account Administrator, Communications LAB

- Provide assistance to project managers in the coordination social media services across all platforms

June 2015 – December 2015 – Public Relation Intern, RapidScale

- Experience across all lines of marketing, public relations, social media and event planning
- Prepared written articles for the RapidScale website, social media sites, publications, etc.
- Worked as part of a creative team to form new partnerships; as well as to showcase new products


- Assisted in the organization of social media calendars for various clients of Become Intertwined
- Participated in the strategic planning of posts on social media sites: Facebook, Twitter, Instagram, etc.
- Assisted in the production of blog posts for Intertwined clients using creativity through "changing voices" to successfully reach diverse audiences for the desired brand
- Supported the Become Intertwined team in other elements of social media and promotions for the company and its clients, including but not limited to, research, project management, engagement campaign creation, copywriting, and more.
Appendix B: Professional Services Agreement Acceptance Form

Firm Name: Communications LAB

Address: 701 E Chapman Ave.

City Orange State CA Zip Code 92866

Telephone: (949) 215-5530 Fax: (949) 215-5549

I have reviewed the RFP and Professional Services Agreement in their entirety. Our firm will execute the Professional Services Agreement with no exceptions.

Name of Authorized Representative: Brian Lochrie

Signature of Authorized Representative:

Date: 1/7/2016
RFP Appendix One: Scope of Services

Communications LAB agrees to complete all requested work as is it appears in the RFP under Appendix C Scope of Work within Mesa Water District’s Appendix C Scope of Work.
RFP Appendix Two: Fee Schedule

Communications LAB has enclosed in a separately sealed envelope our fee schedule as was requested by Mesa Water District within their Request for Proposal.
RFP Appendix Three: Schedule for Completion

Communications LAB agrees to follow the current tentative schedule for deliverables as is outline in Appendix C Scope of Work in Mesa Water District’s Request for Proposal with the understanding that the date is set to tentatively commence on February 16, 2016 and end on August 16, 2016. Any deviations from the schedule will be agreed upon following the kick off meeting.
Mesa Water District
Workers' Compensation Insurance Requirement
Request for Waiver

Project Name: Social Media Services

Nature of Work: Social Media Consulting

Applicant: Communications LAB

Address: 701 E Chapman Ave.

City: Orange State: CA Zip: 92866

Business Form:
- Sole Proprietor
- Limited Partnership
- General Partnership
- Corporation
- Business Trust
- Limited Liability Company

Business Contact:
Name: Brian Lochrie Title: President
Telephone: (949) 215-5539
E-mail Address: brian@communicationslab.com

Declaration
With respect to and on behalf of the above-referenced business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals, who have all elected to be exempt from Workers' Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code, including those relating to the provision of Workers' Compensation coverage for any employees of the above-referenced business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, and tax withholding and similar employment issues. I further agree to indemnify, defend, and hold the Mesa Water District, as well as its directors, officers, employees, and agents, harmless from any loss or liability that may arise from the failure of the above-mentioned business to comply with any such laws or regulations. Based thereon, I request that Mesa Water District waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work. I am duly authorized to execute and submit this application by the above-referenced business.

Signature: [Signature]
Owner/Officer/Director/Partnership/Principal
President
Title: [Title]
Date: 1/17/2016

Mesa Water Approval:
By: [Signature]
Name: [Name]
Title: [Title]
NOTICE OF VERIFICATION AND CERTIFICATION

JULY 25, 2019

ARIANNA BARRIOS
BARRIOS & ASSOCIATES, LLC
25 ORCHARD, SUITE 200
LAKE FOREST, CA 92630

GHS Verification Order Number: 13063174

Congratulations, the Supplier Clearinghouse is pleased to inform you that in accordance with General Order 156, your business enterprise has successfully completed the verification process, and your company has received the following certification: WMBE.

Your company will now be recognized by the Joint Utilities as a women and/or minority-owned business when competing for procurements by public utilities participating in the Utility Supplier Diversity Program.

Your Certification is valid for three years and you are required to re-verify your company’s WMBE status at least 30 days prior to your expiration date. Please notify our office of any change in your address or contact information so that we can maintain your most current contact information. You must notify us of any change in ownership and/or control of your company within 30 days of the change. Failure to provide such notification is in violation of section 8288 of the Public Utilities Code and could render your certification status invalid.

If your company was verified and certified under the CAV (Comparable Agency Verification) process, your certificate status will expire on the same expiration date as that of the comparable agency except for SBA 8c Certificates that are valid for a nine-year period. However, please note that the maximum verified certification period for the Supplier Clearinghouse is three years regardless of any CAV expiration date in excess of three years.

The Supplier Clearinghouse may request additional information or conduct an on-site visit at any time during the term of your verified certification status. The Supplier Clearinghouse may reconsider your certification status and possibly revoke your verified status if it is determined that the status was knowingly obtained by false, misleading and/or incorrect information. Also note that if in a formal opinion, the California Public Utilities Commission determines that the WMBE verification criteria under which you were deemed eligible is no longer valid, then your status may change or you may be required to comply with the change to maintain eligibility.

Thank you for participating in the Utility Supplier Diversity program. We wish you much success in your business endeavors. Feel free to contact our office if you have questions, or visit our website at:
www.supplierclearinghouse.com

THE SUPPLIER CLEARINGHOUSE
<table>
<thead>
<tr>
<th>Name/Title</th>
<th>Hourly Rate</th>
<th>Project Hours</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Lochrie Project Manager</td>
<td>$195/hour</td>
<td>24.5</td>
<td>$4,812</td>
</tr>
<tr>
<td>Francisco Barajas Social Media Director</td>
<td>$150/hour</td>
<td>176.5</td>
<td>$26,475</td>
</tr>
<tr>
<td>Amanda Hughes Account Administrator</td>
<td>$75/hour</td>
<td>16</td>
<td>$1,200</td>
</tr>
<tr>
<td>Supplemental Advertising</td>
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<td></td>
<td>$4,000</td>
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<tr>
<td>Subtotal</td>
<td></td>
<td>217</td>
<td>$36,487</td>
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<tr>
<td><strong>Retainer Discount</strong></td>
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<td></td>
<td><strong>-$8,487</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$28,000</strong></td>
</tr>
</tbody>
</table>
**BUDGET SUMMARY**

Communications LAB understands that the budgeted amount for services established by Mesa Water District’s Professional Services Request for Proposal is $28,000 and our proposed budget will not exceed that amount. We have provided in our Work Breakdown Structure the amount of hours we believe are needed to provide Mesa Water District with the top-level services that we provide to all of our clients. We also believe it is important to reserve $4,000 to augment the social media advertising budget in a very targeted way to promote specific events or enhance successful advertising programs. Given our hourly rates and our recommendation for targeted social media advertising, under normal circumstances, our proposed budget would exceed the Mesa Water’s budgeted requirement by $8,487.

This is why we propose that after we remove the initial $4,000 from the allocated budget to be used for page promotion and boosted posts, as is detailed in our proposal under the section “Enhancements to Scope of Work,” we use the remaining $24,000 and divide it evenly on a monthly basis over the contract period as a retainer. Given the projected start date of February 16, 2016 and the end date of August 16, 2016, this would come out to a flat retainer fee of $4,000 a month.

Communications LAB would still provide Mesa Water District with an hourly breakdown of our work each month, which would show the added value you would be receiving at no extra cost to the District.
MEMORANDUM

TO: Board of Directors
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: February 11, 2016
SUBJECT: Well Automation and Rehabilitation Construction Bid Award

RECOMMENDATION

Award a contract to Pacific Hydrotech Corporation for construction of the Well Automation and Rehabilitation Project for $10,488,500 plus a 5% contingency for a not-to-exceed amount of $11,012,925.

The Engineering and Operations Committee reviewed this item at its January 19, 2016 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

On March 15, 2014, the Board adopted Resolution No. 1442 Replacement of Assets, which call for rehabilitation of groundwater production wells if and when well production drops by more than 20% for a given well, and 10% for overall clear water well production.

On March 18, 2014, the Board received an information item describing the scope of the Well Automation and Rehabilitation Project.

On October 10, 2014, the Board approved a contract with Carollo Engineers, Inc. for design of the Well Automation and Rehabilitation Project.

On March 12, 2015, the Board approved a contract with RBF Consulting- A Michael Baker International Company for Construction Management services for the Well Automation and Rehabilitation Project.

On May 19, 2015, the Committee received an information item on the planned appearance of the well sites, including the new chemical facility aesthetics.

On October 20, 2015, the Committee received an update and overview of the Well Automation and Rehabilitation Project, and approved the project as well as the Notice of Categorical Exemption from the California Environmental Quality Act (CEQA) for the project.

BACKGROUND

The Well Automation and Rehabilitation Project was recommended as part of the 2014 Master Plan Update and included in the adopted Capital Improvement Program. The project provides the necessary improvements to Mesa Water’s clear well sites and includes the following key objectives:
1. Rehabilitation of clear wells 1, 3, 5, and 7 that were shown to have lost more than 20% of production as a result of the condition assessment performed in October 2013;
2. Design of well automation functionality for all clear wells, including remote well start/stop capabilities and chemical addition system based on real-time system chemical demands;
3. Standardization of clear well operations across all well sites;
4. Reducing the frequency of chemical deliveries by increasing the size of the storage tanks;
5. Reducing the energy and labor costs of well operations;
6. Replacement equipment that has exceeded its useful life, including well pumps, motors, and electrical switchgear
7. Back-up power for all wells to maintain operation when grid power is not available
8. Installation of well site security system infrastructure

The bid documents were prepared by Carollo Engineers, Inc. and include detailed drawings for each well site improvement, specifications for all equipment, instrumentation diagrams, and functional control logic for SCADA control of well operations. Bid documents were initially released on October 1, 2015. The bid date was moved to incorporate the Committee’s direction to accommodate the site changes for the abandonment of the existing Mario Durante Well No. 9 and placement of new Well 9B at the site.

An application for contractor prequalification was prepared by Mesa Water's construction management team and sent to 10 potential contractors. Completed prequalification packages were received from four of the contractors. Review of the prequalification packages found all four contractors to have the requisite licenses, experience, insurance, financial stability, and safety record needed to be successful on the project.

DISCUSSION

Bids were received from all four prequalified contractors on January 7, 2016. Bid results are in Table 1.

<table>
<thead>
<tr>
<th>Rank</th>
<th>Bidder</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pacific Hydrotech</td>
<td>$10,488,500</td>
</tr>
<tr>
<td>2</td>
<td>JF Shea</td>
<td>$11,523,779</td>
</tr>
<tr>
<td>3</td>
<td>Pascal &amp; Ludwig</td>
<td>$11,626,000</td>
</tr>
<tr>
<td>4</td>
<td>Kewitt</td>
<td>$11,943,000</td>
</tr>
</tbody>
</table>

The Engineer’s Estimate of Probable Construction Cost is $10,852,522 million. The low bid from Pacific Hydrotech is approximately 3.4% below the Engineer’s Estimate. The bid proposal was reviewed by staff, the construction manager, and Mesa Water’s legal counsel and found to be compliant and complete. Therefore, it is recommended that the Board consider award of a contract in the amount of $10,488,500 plus a 5% contingency for a not-to-exceed amount of $11,012,925 to Pacific Hydrotech for the construction of the Well Automation and Rehabilitation Project. The construction cost will be spread over three fiscal years (FY2016- FY2018).
FINANCIAL IMPACT

$857,815 is budgeted in FY16 for design and construction. $672,162 has been spent to date. Remaining necessary funds will be budgeted in FY17 and FY18 for construction and construction management.

<table>
<thead>
<tr>
<th>Project Estimate Amounts</th>
<th>Project Cost Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Project Estimate (FY 2014)</td>
<td>$8,300,000</td>
</tr>
<tr>
<td>Original Contracts</td>
<td>$1,528,265</td>
</tr>
<tr>
<td>Change orders</td>
<td>15,280</td>
</tr>
<tr>
<td>Requested funding</td>
<td>10,488,500</td>
</tr>
<tr>
<td>Revised Contracts</td>
<td>$12,032,045</td>
</tr>
<tr>
<td>Actual spent to date</td>
<td>$672,162</td>
</tr>
<tr>
<td>Revised Project Estimate</td>
<td>$12,032,045</td>
</tr>
</tbody>
</table>

ATTACHMENTS

None.
RECOMMENDATION

Approve two contracts – the first in the amount of $239,690 to Paulus Engineering, Inc. to remove 13 pipeline segments for destructive testing and the second in the amount of $95,950 to MEIC Labs for destructive testing of 14 pipeline segments.

The Engineering and Operations Committee reviewed this item at its January 19, 2016 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

On March 15, 2014, the Board adopted Resolution No. 1442 Replacement of Assets to supersede Resolution 1268 to better define the concept of pipeline useful life introduced in Resolution 1268.

On March 17, 2015, the E&O Committee approved a contract with Michael Baker International, Inc. to provide consulting services for the Pipeline Integrity Testing Program.

On January 19, 2016, staff was directed to meet with John Wayne Airport (JWA) Director Barry Rondinella and associated staff to share Mesa Water’s development of the Pipeline Integrity Testing Program and to offer JWA an opportunity to participate in testing of their onsite infrastructure.

BACKGROUND

**Distribution System Characteristics:**
Mesa Water’s distribution system includes approximately 317 miles of pipelines ranging from 4” to 42” in diameter. Nearly 90% of the distribution system was installed from 1950-1990.
Approximately 235 miles (74%) of the pipelines are Asbestos Cement Pipe (ACP), with the remaining 26% comprised of polyvinyl chloride (PVC) (37 miles), Cement Mortar Lined and Coated (CML&C) Steel (25 miles), Concrete Cylinder Pipe (CCP) (16 miles), Cast Iron Pipe (CIP) (2.3 miles), Ductile Iron Pipe (DIP) (1.7 miles). Water industry experience estimates useful life of these pipeline materials range from 65 years to 85 years.

**Policy:**
As pipelines in the distribution system approach their age-based useful life, Resolution 1442 Replacement of Assets is applied to assess the condition of the pipeline. Resolution 1442 Replacement of Assets utilizes two metrics to assess the remaining useful life:
1. Non-destructive testing is performed on 1% of the system (~3 miles each year) to measure the pipeline wall thickness; and
2. Destructive testing methodologies of pipe segments shown by nondestructive testing to have less than 70% of wall thickness remaining compared to a new pipe.

**Pipeline Testing Program Development:**
Michael Baker International Inc. (Baker) was competitively selected to provide consulting services to assist in development and the implementation the pipeline testing program. The Scope of Work includes the following tasks:

1. Non-Destructive Testing Planning
2. Destructive Testing Planning
3. Develop Field Sampling Procedures
4. Develop Bid Package Template for Field Sampling
5. Review Destructive Testing Report
6. Develop Non-Destructive Testing and Destructive Testing Plan for FY 2017
7. Develop Pipeline Testing Program Annual Report

The status of each task is summarized in the following section.

**DISCUSSION**

**Task 1: Non-Destructive Testing Planning**
As part of Task 1, all the ACP in the system was identified and prioritized for non-destructive testing using Echologics e-pulse acoustic wave testing by age, failure history, soil chemistry, traffic loading, and water aggressivity index. Non-destructive testing technologies for ferrous pipelines have historically been less available, and results not well-correlated to remaining useful life. Thus, Resolution 1442 does not have a requirement for non-destructive testing for ferrous pipelines. However, in an effort to continuously improve Mesa Water®'s asset replacement model, non-destructive testing technologies for ferrous pipelines (CML&C Steel, CIP, and DIP) were evaluated and one technology, Pure Technologies’ “SmartBall” was recommended for further evaluation. A budget request for a pilot test of this technology, and a recommendation to update Resolution 1442 to include ferrous pipeline non-destructive testing will be brought to a future Engineering and Operations Committee meeting.

**Task 2: Destructive Testing Planning**
In Task 2, the results of 5 miles of non-destructive testing on ACP performed by Echologics in 2013 and 2015 were evaluated for pipeline wall thickness. ACP segments measured with less than 70% wall thickness were considered for destructive testing. The City of Costa Mesa Street Moratorium was also taken into account for selecting segments. Ten ACP segments were ultimately selected for sampling and destructive testing. Also, a sample of the recent pipe failure on Anton Boulevard was also collected for sampling. In addition to the ACP segments, three segments of ferrous pipeline were also selected for testing. Two of these segments were selected for their known history of failures. The third is a cast iron pipeline in 19th street that was installed prior to 1951 and has reached its age-based useful life estimate of 65 years.
Also in Task 2, the methods of destructive testing were evaluated to determine the tests that were the most informative in determining pipeline remaining useful life. The following destructive tests were selected for ACP and ferrous pipeline materials:

<table>
<thead>
<tr>
<th>ACP Tests</th>
<th>Ferrous Pipe Tests</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Scanning Electron Microscopy</td>
<td>• Metallographic examination</td>
</tr>
<tr>
<td>• Phenolphthalein Stain Testing</td>
<td>• Chemical composition</td>
</tr>
<tr>
<td>• Crush Testing</td>
<td>• Ultrasonic</td>
</tr>
<tr>
<td>• Hydrostatic Burst Testing</td>
<td>• Dye Penetration</td>
</tr>
<tr>
<td>• Tensile testing</td>
<td>• Hardness testing</td>
</tr>
<tr>
<td>• Hardness testing</td>
<td>• Pressure Testing</td>
</tr>
</tbody>
</table>

Nine materials testing labs were contacted to determine test availability, costs, and test lead time. Only one of the labs, MEIC Laboratories (MEIC), conducted all of the tests and had interest in providing a quote for testing. The MEIC quote for testing of 14 samples is $95,950, which includes MEIC’s estimation of remaining useful life of each segment tested.

**Tasks 3 and 4: Field Sampling Protocols**
Destructive tests selected in Task 2 require 8 feet of intact pipeline to be removed and shipped to the lab for each sample. In Task 4, the methods for safely removing and replacing pipeline segments, as well as shipping of pipeline segments were evaluated and documented for incorporation and standardization into the Pipeline Testing Program. Plans and specifications for the pipeline removal, shipping, and repair were developed to obtain bids from Mesa Water’s on-call construction contractors. Field sampling protocols and a bid package template have been standardized to all streamlining of subsequent years testing activities.

Bid documents were released on November 24, 2015, to Mesa Water’s on-call contractors with the intent to award to the lowest responsible bidder under the On-Call Construction contract. Bids were received from all three contractors. Table 1 shows the results of the bid. Paulus Engineering, Inc. (Paulus) is the low bidder and is well qualified to perform the pipeline sampling.

**Table 1. Contractor Bid Results**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paulus Engineering, Inc.</td>
<td>$ 239,690</td>
<td>1</td>
</tr>
<tr>
<td>Doty Bros. Construction Company</td>
<td>$ 361,538</td>
<td>2</td>
</tr>
<tr>
<td>JA Salazar Construction and Supply</td>
<td>$ 392,500</td>
<td>3</td>
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**Next Steps**
The following is a schedule to complete the Pipeline Testing Program:
- Pipeline Removal: March 2016
- Destructive Testing: April 2016
- Test Report and Recommendations (Task 7): May 2016
- Test Program Procedures Manual (Task 8): June 2016
Setup of Mesa Water’s Pipeline Testing Program has been critical to maintaining the perpetual agency philosophy. The non-destructive and destructive testing process will allow Mesa Water® to perform the process each year in a systematic and consistent approach to proactively replace assets in a cost efficient manner without sacrificing pipeline assets before their remaining useful life is fully recognized. It is the intent that the work tasks be performed as follows each year:

It is recommended that the Committee consider approving a contract to Paulus in the amount of $239,690 to perform pipeline sampling. It is also recommended that the Committee consider approving a purchase order in the amount of $95,950 to MEIC.

**FINANCIAL IMPACT**

$439,500 is budgeted for FY 2016. $208,999 has been spent to date in FY 2016. Additional funding will come from Cash on Hand.

<table>
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<th>Project Estimate Amounts</th>
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<td>Revised Project Estimate</td>
<td>$ 767,942</td>
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<td></td>
<td>$ 208,999</td>
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</table>

**ATTACHMENTS**

None.
MEMORANDUM

TO: Board of Directors
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: February 11, 2016
SUBJECT: MWRF Outreach Center and Building Improvements

RECOMMENDATION

Approve an amendment for the not-to-exceed amount of $43,632 to the MWRF Outreach Center and Building Improvements Contract for IBI Group to provide 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.

The Engineering and Operations Committee reviewed this item at its January 19, 2016 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

November 17, 2015 – The E&O Committee directed staff to obtain a fee proposal from IBI Group to develop 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.

October 22, 2015 Board Workshop - The Board was presented the conceptual design options for the MWRF Outreach Center. The Board requested that the MWRF Outreach Center and the Board Room Improvements Project be discussed at an upcoming E&O Committee Meeting.

April 21, 2015 – Board of Directors approved award of a contract to IBI Group for professional architectural services for a not-to-exceed amount of $184,699 and authorized execution of the contract.

October 17, 2014 Board Workshop – The Board was updated on the status of the MWRF Outreach Center and MWRF Parking Consultants selection process.

April 2014 – At the Executive Committee Meeting the topic of Boardroom improvements was discussed. Cost concerns remained and the topic was tabled.

March 15, 2014 Board Workshop – The Board was presented parking options and decided to proceed with parking along the Gisler frontage. The MWRF Outreach Center was discussed as part of the presentation.

October 29, 2013 – Conceptual improvement layouts and their associated rough order of magnitude (ROM) costs were presented. Findings by Tamera Kay Interior Design Consulting (TKIDC) show a range of approximately $100,000 to $500,000 ROM costs associated with various
finishes and building systems improvements. The Board provided no direction to staff and deferred item to be revisited at later time.

April 23, 2013 – The Engineering and Operations Committee discussed TKIDC space-planning details and facility improvements. The discussion included addressing refurbishment, American with Disabilities Act compliance, and replacement of aging materials throughout Mesa Water’s headquarters. Staff was directed to provide additional cost information at a future meeting.

March 27, 2013 – The Engineering and Operations Committee received a presentation by Tamera Kay Interior Design Consulting, Inc. consisting of three design concepts. The Committee directed staff to pursue option #1 and contract with TKIDC to provide space-planning details that would incorporate facility improvements at Mesa Water’s headquarters building.

January 18, 2013 Board Workshop – Staff was directed to initiate the Board Room Improvement Project and to further develop the MWRF Outreach Center conceptual design layouts by developing an RFP for architectural services.

December 11, 2012 – The Board was provided an update on the consultant selection for the audio visual improvements project.

November 13, 2012 – The Board was provided an update on the audio-visual improvements project.

September 4, 2012 – Engineering and Operations Committee members requested staff to evaluate, procure and install a new sound system in the Boardroom to update the existing outdated sound system.

June 14, 2011 – Cost estimates of the proposed board room and lobby improvements discussed at the January 11, 2011, Board meeting were presented to the board for consideration. The Board conceptually approved the proposed improvements and directed staff to bring back an implementation proposal for each of the proposed items.

January 11, 2011 – Staff presented to the Board a list of proposed improvements for the boardroom and lobby. The Board discussed the information provided and directed staff to obtain cost estimates from various firms for all the proposed improvements.

BACKGROUND

IBI Group presented the design and functionality of three design concepts for Board input at the October 2015 Board Workshop. The Board directed staff to revisit previous design improvement concepts for the existing Boardroom. A comprehensive history of the MWRF Outreach Center and improvements to the existing Boardroom was provided at the November 2015 Engineering and Operations Committee meeting and the Board directed staff to proceed with obtaining an amendment to the MWRF Outreach Center and Building Improvements Contract for IBI Group to provide 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.
DISCUSSION

Mesa Water® obtained a proposal from IBI Group to develop the aforementioned concept designs. A summary of the scope of work is as follows:

- Main Campus As-Built Drawing Review
- Site Visit
- Code Analysis
- Concept Development
  - a. Interior/Exterior Finish Evaluation
  - b. Courtyard/Patio Expansion Requirements
  - c. Placentia Avenue Expansion Requirements
  - d. MWRF Outreach Center Concepts 1 & 2 Reduced Versions
- Cost Evaluations
- Presentation to the Board

$101,353 was expended on the previous MWRF Outreach Center efforts leaving $83,346. Thus an additional $43,632 will be needed to perform the aforementioned scope of work.

It is recommended that the Board consider approving an amendment for $43,632 to the MWRF Outreach Center and Building Improvements Contract for IBI Group to provide 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.

FINANCIAL IMPACT

$100,000 is budgeted in fiscal year 2016 for the conceptual design effort; $101,353 has been spent in fiscal year 2016; and the requested funding will come from Cash on Hand.

Mesa Water®

<table>
<thead>
<tr>
<th>MWRF Outreach Center Preliminary Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Estimate</td>
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</tr>
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<td>Amounts</td>
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<td>$ 100,000</td>
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<tr>
<td>Original Contracts</td>
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<tr>
<td>Change Orders</td>
</tr>
<tr>
<td>Requested Funding</td>
</tr>
<tr>
<td>Revised Contracts</td>
</tr>
</tbody>
</table>

Actual spent to date (1/7/16)

- Revised Project Estimate $ 228,331
- $ 101,353

ATTACHMENTS

None.
RECOMMENDATION

Approve a support position for the Groundwater Replenishment System (GWRS) and update the District’s Policy Positions document as follows:

- Policies that keep the basin full
  a. Support OCWD adhering to the BPP-setting formula
  b. Support maximum production at the Groundwater Replenishment System (GWRS) to ensure a cost-effective, high-quality, environmentally-friendly and sustainable local water supply that benefits all OCWD producers and that increases the region’s current and future water reliability
  c. Support maximum wastewater flows treatable by the GWRS to the Orange County Sanitation District (OCSD) -- and support OCSD/OCWD’s permanent acquisition of such wastewater flows -- to ensure source reliability for the GWRS

The Legislative & Public Affairs Committee (LPAC) reviewed and approved this item at its January 28, 2016 meeting.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

The District’s Policy Positions were last updated December 16, 2013.

DISCUSSION

The Mesa Water District (Mesa Water®) Board of Directors continues to champion the development of cost-effective, high-quality, environmentally-friendly and sustainable local water supplies. Mesa Water® has been a leader in this arena for many years with its Mesa Water® Reliability Facility (MWRF). Additionally, Mesa Water® is a committed partner in helping to solve the Orange County region’s water supply challenges.

Furthermore Mesa Water’s Board continues to strengthen its support for local water supply reliability
by advocating for increased production at a key regional water-supply project—the Groundwater Replenishment System (GWRS) operated by the Orange County Water District (OCWD). As one of the world’s largest and most advanced water reuse projects, the GWRS takes highly-treated wastewater -- that would otherwise be converted to recycled water for irrigation use, or discharged to the Pacific Ocean -- purifies it to high-quality drinking water levels, and puts it back into Orange County’s groundwater basin to recharge the region’s natural underground water reservoir.

Some key GWRS benefits include:

- **Drought Resistance** -- the GWRS produces high-quality water to replenish Orange County’s groundwater basin;

- **Environmental Preservation** -- the GWRS reuses precious water resources, and reduces the amount of wastewater discharged to the Pacific Ocean;

- **Groundwater Protection** -- the GWRS protects Orange County’s groundwater basin from seawater intrusion; and,

- **Water Reliability** -- the GWRS decreases Orange County’s dependency on less reliable and more costly imported water from the California Delta and Colorado River.

The GWRS helps to meet approximately 15 percent of central and north Orange County’s drinking water demand, including the needs of Mesa Water® customers. Mesa Water® receives between 70-75 percent of its potable water, and all of its recycled water, from OCWD.

For these reasons, Mesa Water’s Board determined that the best way to ensure local and regional water supply reliability is to encourage maximum production at the GWRS which recycles water for use in Orange County’s groundwater basin. One way for Mesa Water’s Board to encourage maximum production at the GWRS is to add a support position to the District’s Policy Positions document.

**FINANCIAL IMPACT**

None.

**ATTACHMENTS**

Attachment A: Draft Policy Positions
Attachment B: Redline Policy Positions
Mesa Water District (Mesa Water) supports:

1. Groundwater Quality Protection
   a. Support Orange County Water District’s (OCWD) current groundwater quality protection programs
      i. Basin Equity Assessment (BEA) Exemption Program for Impaired Groundwater (including the Mesa Water Reliability Facility)
      ii. The MTBE, North Basin, and South Basin groundwater protection projects
      iii. The Tustin and Irvine desalters
   b. Encourage OCWD to protect the basin from chlorides caused by seawater intrusion
      i. Encourage OCWD to set a goal of maintaining protective elevations along the coast
      ii. Encourage OCWD to hold semi-annual barrier meetings with Coastal Agencies (Huntington Beach, Mesa Water, and Seal Beach)
      iii. Encourage semi-annual reporting on the barrier

2. Policies that raise and stabilize the Basin Pumping Percentage (BPP)
   a. Support OCWD setting a target BPP that they intend to consistently meet
   b. Support new water supply projects that help achieve this goal
   c. Support OCWD adopting a water supply policy that sets a goal of developing water supply and recharge capabilities, including purchasing replenishment water, or other actions that result in a reliable and predictable source of groundwater at a BPP of 80 percent. A goal of this policy is to accomplish this with a cost-neutral, or better, impact on producers when the avoided cost of purchasing imported water is considered.

3. Policies that keep the basin full
   a. Support OCWD adhering to the BPP-setting formula
   b. Support maximum production at the Groundwater Replenishment System (GWRS) to ensure a cost-effective, high-quality, environmentally-friendly and sustainable local water supply that benefits all OCWD producers and that increases the region’s current and future water reliability
   c. Support maximum wastewater flows treatable by the GWRS to the Orange County Sanitation District (OCSD) -- and support OCSD/OCWD’s permanent acquisition of such wastewater flows -- to ensure source reliability for the GWRS

4. Annexations
   a. Support financially neutral annexations into OCWD

5. A financially strong OCWD
   a. Support policies and practices that maintain OCWD’s current AAA credit rating from two of the three credit rating agencies

6. The potential merger of the Municipal Water District of Orange County (MWDOC) and the Orange County Water District (OCWD) if the merger:
   a. is mutually agreed upon by both MWDOC and OCWD;
   b. results in efficiencies and economic savings for the members of both agencies;
   c. improves or, at a minimum, preserves the quality, reliability and sustainability of wholesale water services to the members of both agencies;
d. preserves the interests of groundwater producers currently existing within Orange County’s groundwater basin and protects those interests from diminished groundwater resources or supplies;

e. preserves the existing boundaries of the Orange County groundwater basin for pumping and storage purposes;

f. allows the Orange County groundwater basin to remain unadjudicated;

g. respects the one person one vote principle if the new Board of Directors is a wholly elected board;

i. increases the effectiveness of Orange County’s representation at Metropolitan Water District of Southern California, with a coordinated and unified voice representing Orange County.

7. A strong independent Municipal Water District of Orange County (MWDOC)

a. Support MWDOC’s current mission and geographic boundaries, and oppose any efforts to break up the agency

b. Encourage MWDOC and OCWD exploring mutual areas of efficiency

c. Support any governance change agreed to by the MWDOC board

8. Increased influence at Metropolitan Water District of Southern California (MWD)

a. Support increased allocations of MWDOC resources for engagement at MWD

b. Support coordination of the entire Orange County MWD delegation

9. MWDOC’s priority initiatives at MWD

a. Protect Mesa Water’s service area from any cost shifts as a result of the San Diego County Water Authority lawsuit

b. Encourage continued efforts in improving the Delta

c. Seek opportunities for MWD to provide assistance (or partnership) with MWDOC on developing desalination in Orange County

d. Continue to support MWD’s discounted replenishment water program

10. Close working relationships with MWDOC on local issues and programs for which the organization is advocating at MWD

11. The current Mesa Water Strategic Plan, including the District’s goals to:

a. Provide a safe, abundant, and reliable water supply.

b. Practice perpetual infrastructure renewal and improvement.

c. Be financially responsible and transparent.

d. Increase public awareness about Mesa Water and about water.

e. Attract and retain skilled employees.

f. Provide outstanding customer service.

g. Actively participate in regional water issues.

12. The development of cost-effective and environmentally sensitive sources of water, including recycling, groundwater clean-up, conservation, and desalination

13. The potential Huntington Beach Ocean Desalter project because it can possibly provide a new, reliable, quality water supply that is appropriately priced

14. The co-equal goals of improved water supply reliability and Delta ecosystem health

15. The efficient use of water, water rates based on true costs, and tax-free revenue

16. Theft prevention of municipal metal infrastructure, such as fire hydrants, manhole covers, and backflow devices
Mesa Water opposes:
1. The inclusion of Delta economic development goals in the Fifth Draft Delta Plan
2. The encroachment of Mesa Water easements, rights-of-way, and property without negotiation, agreed upon compensation, and advance approval at the sole discretion of the District
Mesa Water District (Mesa Water) supports:

1. Groundwater Quality Protection
   a. Support Orange County Water District’s (OCWD) current groundwater quality protection programs
      i. Basin Equity Assessment (BEA) Exemption Program for Impaired Groundwater (including the Mesa Water Reliability Facility)
      ii. The MTBE, North Basin, and South Basin groundwater protection projects
      iii. The Tustin and Irvine desalters
   b. Encourage OCWD to protect the basin from chlorides caused by seawater intrusion
      i. Encourage OCWD to set a goal of maintaining protective elevations along the coast
      ii. Encourage OCWD to hold semi-annual barrier meetings with Coastal Agencies (Huntington Beach, Mesa Water, and Seal Beach)
      iii. Encourage semi-annual reporting on the barrier

2. Policies that raise and stabilize the Basin Pumping Percentage (BPP)
   a. Support OCWD setting a target BPP that they intend to consistently meet
   b. Support new water supply projects that help achieve this goal
   c. Support OCWD adopting a water supply policy that sets a goal of developing water supply and recharge capabilities, including purchasing replenishment water, or other actions that result in a reliable and predictable source of groundwater at a BPP of 80 percent. A goal of this policy is to accomplish this with a cost-neutral, or better, impact on producers when the avoided cost of purchasing imported water is considered.

3. Policies that keep the basin full
   a. Support OCWD adhering to the BPP-setting formula
   b. Support maximum production at the Groundwater Replenishment System (GWRS) to ensure a cost-effective, high-quality, environmentally-friendly and sustainable local water supply that benefits all OCWD producers and that increases the region's current and future water reliability
   c. Support maximum wastewater flows treatable by the GWRS to the Orange County Sanitation District (OCSD) -- and support OCSD/OCWD's permanent acquisition of such wastewater flows -- to ensure source reliability for the GWRS

4. Annexations
   a. Support financially neutral annexations into OCWD

5. A financially strong OCWD
   a. Support policies and practices that maintain OCWD’s current AAA credit rating from two of the three credit rating agencies

6. The potential merger of the Municipal Water District of Orange County (MWDOC) and the Orange County Water District (OCWD) if the merger:
   a. is mutually agreed upon by both MWDOC and OCWD;
   b. results in efficiencies and economic savings for the members of both agencies;
   c. improves or, at a minimum, preserves the quality, reliability and sustainability of wholesale water services to the members of both agencies;
d. preserves the interests of groundwater producers currently existing within Orange County’s groundwater basin and protects those interests from diminished groundwater resources or supplies;

e. preserves the existing boundaries of the Orange County groundwater basin for pumping and storage purposes;

f. allows the Orange County groundwater basin to remain unadjudicated;

g. respects the one person one vote principle if the new Board of Directors is a wholly elected board;

h. is facilitated openly and transparently; and,

i. increases the effectiveness of Orange County’s representation at Metropolitan Water District of Southern California, with a coordinated and unified voice representing Orange County.

7. A strong independent Municipal Water District of Orange County (MWDOC)

a. Support MWDOC’s current mission and geographic boundaries, and oppose any efforts to break up the agency

b. Encourage MWDOC and OCWD exploring mutual areas of efficiency

c. Support any governance change agreed to by the MWDOC board

8. Increased influence at Metropolitan Water District of Southern California (MWD)

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c. Be financially responsible and transparent.

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1. The inclusion of Delta economic development goals in the Fifth Draft Delta Plan
2. The encroachment of Mesa Water easements, rights-of-way, and property without negotiation, agreed upon compensation, and advance approval at the sole discretion of the District
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: February 11, 2016
SUBJECT: Mesa Water Support Services’ Contracts

RECOMMENDATION

Receive and file staff’s update related to support services’ contracts.

The Executive Committee reviewed this item at its February 2, 2016 meeting.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.
     o Prohibit evergreen contracts.

PRIOR BOARD ACTION

First included in the 2013 Strategic Plan, one of the five components of Objective D states, “Prohibit evergreen contracts.” Upon further discussion, at the March 21, 2015 Board Workshop, the Board delved more deeply into the review of Mesa Water’s support services’ contracts. The Board directed staff to administer a competitive selection process for services that have not been competitively selected, including: Legal Services, Water Industry Advocates, Reproduction Services, Electrical Maintenance/Repair, and Electrical Maintenance.

DISCUSSION

Mesa Water® is highly effective in managing its business functions and practices. The approach that allows Mesa Water® to be effective is the use of a robust business model that focuses on internal management of the core processes of the District with internal staff and the use of supplemental support services for activities that are not performed on a routine basis or that require expertise that internal staff cannot provide.

Stemming from discussion at that March 21, 2015 Board Workshop, and, upon staff’s further analysis, it was noted that a few of the District’s vendors have not been originally competitively selected, or it has been so long that there is no information available on how they were selected. As the Board gave direction to both periodically and competitively procure ongoing contracts, staff has comprised the following list of vendors who provide the District specialized support services that should be competitively selected:

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<th>Existing Vendor</th>
<th>RFP Status</th>
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<tr>
<td>HR/Labor Attorney Legal Services</td>
<td>Liebert Cassidy Whitmore</td>
<td>Pending</td>
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<tr>
<td>General Counsel Legal Services</td>
<td>Bowie, Arneson, Wiles &amp; Giannone</td>
<td>Pending</td>
</tr>
<tr>
<td>Water Industry Advocates</td>
<td>Townsend Public Affairs</td>
<td>Pending</td>
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<tr>
<td>Reproduction Services</td>
<td>Orange County Printing</td>
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<tr>
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<td>Stout &amp; Burg Electrical</td>
<td>In Progress</td>
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<tr>
<td>Electrical Maintenance</td>
<td>Brithinee Electric</td>
<td>In Progress</td>
</tr>
</tbody>
</table>

The above mentioned support services will be competitively selected in 2016.
FINANCIAL IMPACT
None.

ATTACHMENTS
None.
RECOMMENDATION

Discuss and designate a Mesa Water District (Mesa Water®) representative to serve on the Costa Mesa Chamber of Commerce Board of Directors.

The Executive Committee reviewed this item at its February 2, 2016 meeting.

STRATEGIC PLAN

Goal #4: Increase public awareness about Mesa Water® and about water.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

The Costa Mesa Chamber of Commerce (Chamber) has offered Mesa Water® the opportunity for one of the District’s representative to serve on the Chamber’s Board of Directors. Mesa Water® staff recommends that a Director consider serving in this role. The benefits of this opportunity to Mesa Water® include:

- Serving in a business and community leadership role by being actively involved in Chamber programs that provide added value and benefits to the community;
- Supporting local businesses, civic and nonprofit organizations, and the community’s economy;
- Networking with other Chamber members who are business and community leaders;
- Increasing the District’s visibility among local business, civic, and nonprofit organizations, and in the community overall;
- Sharing information about Mesa Water® and water in general among District constituents who are also Chamber members and/or participants in Chamber activities, including information promoting the District’s:
  - infrastructure improvements and technological innovations;
  - water quality and testing;
  - water rates, reserves, financial prudence and transparency;
  - water awareness, education and outreach activities and events that benefit Mesa Water® customers and the community;
  - excellent customer service and water conservation programs for businesses, residents and the community;
  - employment opportunities and operational efficiencies; and,
- policy positions and advocacy on legislative/regulatory issues that can impact Mesa Water®, its customers and the community at large.

Attached is more information from the Chamber regarding its Board member responsibilities. Key commitments include attendance at Chamber Board meetings (approximately six per year) and at the Chamber’s Annual Planning Conference. Additionally, participation in at least one of the Chamber Committees is required (see page three of attachment) and staff recommends participation with the Government Affairs Committee.

There is no added cost for a Mesa Water® representative to serve on the Chamber Board as it would be included in the District’s annual Chamber sponsorship.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Costa Mesa Chamber Board of Directors Information
**Position Description**
The Board of Directors is elected by the membership of the Costa Mesa Chamber of Commerce to govern and set policy, control its property, be responsible for its finances and direct its affairs.

**Responsibilities**
- Attend monthly Board meetings (typically 6 per year)
- Attend Annual Planning Conference
- Willingness to spend time and effort needed to give proper attention to responsibilities
- Set policy
- Approve budget
- Approve procedures
- Hire Chief Executive Officer (CEO)
- Amend By-Laws
- Maintain close contact with Board members and general membership
- Bring attention to the Board any critical and constructive suggestions received from membership or general community
- Represent the Chamber at appropriate functions and community committees when requested by CEO
- Be ready to defend the Chamber at all times
- Maintain confidentiality

**Skills**
- Ability to have objective opinions and willingness to face community problems, even when they are controversial
- Policy making leadership
- Willingness to support the decisions of the Board
- Ability to work constructively and harmoniously with other members of the Board and staff

**What Board Members Do**
- Show up (Actively participate)
- Set policy
- Approve the budget
- Plan
- Appraise results
- Hire the CEO
- Approve procedures
- Access resources
- Motivate

**What Board Members Do Not Do**
- Get involved in day-to-day management
- Interpret policy in self-interest
- Set policy as an individual
- Speak out on behalf of the Chamber
- Legally and/or financially obligate the Chamber
- Use the position for personal gain
- Usurp the authority of the CEO
General Information

Confidentiality
Each Board member is encouraged to take part in discussion and express his/her opinions on all action items. However, once the vote has been taken on an issue, each Board member has the responsibility to support the final board action.

Conflict of Interest
Directors who have a personal or business interest in the outcome of a matter before the Board should disclose that interest and disqualify themselves from Board action on the subject.

Public Statement
Only the CEO, chair or designee is authorized to discuss Chamber activities or make public statements to any member of the press.

Board Guests
Care will be exercised in scheduling the number of and time allotted for guests to ensure maximum time for proper conduct of Chamber business. Arrangements for any guest to be invited to a Board meeting should be made in advance with the CEO.

Action Items
Action items will be indicated on meeting agendas, which are distributed prior to the meeting.

Date, Time & Location
Board meetings are generally held on the second Thursday of the month from 11:45 AM to 1:00 PM at a location to be announced.

Meeting Attendance
Board attendance is expected unless the director contacts the Chamber in advance of the meeting. A quorum must be present to conduct business.
2016 Chamber Commitment

The success of the Chamber is dependent on businesses who want to get involved in their community.

Items highlighted in yellow below are already included as part of Mesa Water’s 2016 Chamber sponsorship.

**Financial Commitment:** (includes 90 Minute Breakfasts and Directors Lunches)  **$300 (Required)**

<table>
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<td>- February Meet the Charities</td>
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<td>- March Largest Mixer Expo Table</td>
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<td>- May Student Awards Breakfast (Levels Available)</td>
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<td>- May Art of Leadership (Levels Available)</td>
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<td>- July Golf Tournament (Levels Available)</td>
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<tr>
<td>- October Public Safety BBQ (Levels Available)</td>
</tr>
<tr>
<td>- November Tri-City Business Expo Table</td>
</tr>
</tbody>
</table>

Total: 

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Committees (one is required)

- Education
- Apprenticeship
- Government Affairs
- Welcome/Retention Committee
- Economic Development
- Golf
- Public Safety

Signature: ____________________________ Date: ____________________________
MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: February 11, 2016
SUBJECT: Board Workshop Planning

RECOMMENDATION

Confirm agenda topics for the Board of Directors workshop scheduled for March 19, 2016.

The Executive Committee reviewed this item at its January 5 and February 2 meetings.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase public awareness about Mesa Water® and about water.
Goal #5: Attract and retain skilled employees.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION/DISCUSSION

The Board reviewed this item at its January 14, 2016 meeting.

DISCUSSION

For the Board’s review, following is the list of proposed topics:

- Drought-Reach Campaign Presentation
- Employee Memorandum of Understanding Update
- MWRF Water Usage
- Recycled Water Review
- Regional Water Issues
- Strategic Plan Update

The workshop is planned to take place at the Mesa Water Reliability Facility; refreshments will be served.

FINANCIAL IMPACT

The Board workshop expenses will be charged to the FY 2016 budget Account No. 61100-100 (Board Meeting Expenses), where an allocation of $4,000 was budgeted. $2,000 has been expended from the Board workshop allocation.

ATTACHMENTS

None.
MEMORANDUM

TO: Board of Directors
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: February 11, 2016
SUBJECT: Resolution No. 1470, Amending Mesa Water's Rules and Regulations for Water Service

RECOMMENDATION

Adopt Resolution No. 1470, amending Mesa Water's Rules and Regulations for Water Service superseding Resolution No. 1452.

The Engineering and Operations Committee reviewed this item at its January 19, 2016 meeting and recommends Board approval.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #2: Practice perpetual infrastructure renewal and improvement.

PRIOR BOARD ACTION/DISCUSSION

In October 2014 the Board adopted Resolution No. 1452 amending Mesa Water’s Rules and Regulations for Water Service superseding Resolution No. 1294.

BACKGROUND

Mesa Water® periodically updates its Rules and Regulations for Water Service to reflect changes in industry practices, enhance business practices with its customers, and modify requirements based on newly enacted laws. Mesa Water’s Rules and Regulations for Water Service provides the minimum requirements of how Mesa Water® will provide water service to its customers, each party’s rights and responsibilities, and methodology of resolving disputes.

DISCUSSION

The following are proposed amendments to the existing Mesa Water® Rules and Regulations for Water Service:

To be added to Section 4.1.5.1 Calculating the Capacity Charge – Capacity charge credits are the possession of the property owner, and under no circumstances are to be severed from the real property for which such credits were paid. For commercial developments, the property owner must provide a letter granting a tenant the right to any capacity charge credit(s), if said credits are to be attributed to anyone other than the property owner.

Amend Section 4.2.8.1 Multi-Family Buildings Policy – (Item 2) A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.
Added Section 4.2.8.2 Master Meter Policy – Mesa Water® recognizes that there may be local and individual conditions that make individual metering not feasible as follows:

- Residential meter installations of 30 or more meters located on a manifold within the public right-of-way
- Conflicts with existing infrastructure that would result in non-traditional meter installations
- Commercial complexes with continuously changing tenants

In such cases the Board delegates to the General Manager the authority to waive the single meter per unit policy on a case-by-case basis according to the following standards:

1. Mesa Water’s policy of appropriate distribution of costs to all consumers still applies. For example, regardless of whether a party occupies the traditional single-family residence or occupies a condominium unit, the same Basic Charge, plus the cost of the water would apply.

2. A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

3. A development shall be billed on the greater of the following: the Capacity Charge based upon actual meter size, or number of individual units multiplied by the Capacity Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

4. In addition, Mesa Water® shall require a letter signed by the appropriate officer or agent stating that the appropriate entity accepts full responsibility or payment of all water bills, and that in the event of transfer of ownership, the new Owner(s), or Owners association, accepts full responsibility for payment.

The District Engineer shall review each case and make recommendations to the General Manager. The Board of Directors will be notified through the Developer’s Status Report when a master meter has been installed. Documentation for waiving the single meter unit policy will be kept in the project file.

It is recommended that the Board consider approving the aforementioned amendments to the Mesa Water® Rules and Regulations for Water Service.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Updated Rules and Regulations for Water Service dated February 11, 2016 with accepted corrections
RESOLUTION NO. 1470

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING RESOLUTION NO. 1452

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating according to California Law; and

WHEREAS, Mesa Water® has established Rules and Regulations for Water Service (“Rules and Regulations”) pursuant to the provisions of California Water Code Section 31024; and

WHEREAS, the Board has determined that it is appropriate at this time to amend the Rules and Regulations; and

WHEREAS, the Board has determined to adopt this Resolution to provide for such amendments to the Rules and Regulations.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Rules and Regulations are amended as set forth in Attachment A to this Resolution, which is incorporated herein by this reference. Such amendment shall be effective immediately upon the adoption of this Resolution by the Board of Directors.

Section 2. Except as set out in Section 1, above, the Rules and Regulations are not otherwise amended or revised.

Section 3. Mesa Water® staff and consultants are authorized to take such other and further action(s) as are necessary or desirable to carry out the directives of this Resolution.

ADOPTED, SIGNED AND APPROVED this 11th day of February 2016 by the following roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

________________________________________
Shawn Dewane
President, Board of Directors

Coleen L. Monteleone
District Secretary
RESOLUTION NO. 1470

ATTACHMENT A

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING RESOLUTION NO. 1452

Amendments to
Rules and Regulations for Water Service

February 11, 2016
Rules and Regulations for Water Service

Adopted on February 11, 2016
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SECTION 1 - GENERAL

1.1 INTRODUCTION

Mesa Water District (Mesa Water®) was formed on January 1, 1960, under the provisions of the Costa Mesa Merger Law Water Code Sections 33200 and following, a special act of the California Legislature enacted in 1959. Mesa Water District (Mesa Water®) is a county water district operating pursuant to the County Water District Law. The Board, as authorized by Sections 31024 and 31025 of the Water Code, has established these Rules and Regulations for the sale, distribution and use of water.

Mesa Water® provides water service to all Applicants, subject to the availability of water and/or the facilities necessary to provide the service, conditional upon receipt of all required fees and charges and in accordance with these Rules and Regulations.

All terms, conditions, rates and requirements contained herein are subject to change by actions of the Board.

1.2 DEFINITIONS

Whenever the following terms, or pronouns used in their place, occur in these Rules and Regulations, or in any documents that these Rules and Regulations govern, the intent and meaning shall be interpreted as follows:

AFSSC – Automatic Fire Sprinkler Service Connection for the dedicated fireline service connections.

Air-Gap Separation – shall mean a physical separation between the free flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. The separation shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel, and in no case less than one inch. The design shall be to the satisfaction of the General Manager or authorized agent and the Appropriate Regulatory Agencies.

Applicant – shall mean any person, persons, firm, corporation, association or agency that desires and applies to obtain water service from Mesa Water®.

Application For New Service – shall mean a contractual agreement applied for by a person, persons, firm, corporation, association or agency who desires to install, remove, alter or replace, or cause to be installed, removed, altered, or replaced, any water facility or appurtenance.

Application For Temporary Water Service – shall mean a contractual agreement applied for by a person, persons, firm, corporation, association or agency who desires to obtain temporary water service for use during construction.
**Appropriate Regulatory Agencies** – shall mean those public agencies legally constituted to protect the public health and water quality such as, but not limited to, the California Department of Health Services, the Santa Ana Regional Water Quality Control Board, the Orange County Health Care Agency and the City of Costa Mesa Building and Safety Department.

**Approved Use** – shall mean an application of Recycled Water in a manner, and for a purpose, designated in a User Agreement or Water Service Agreement issued by Mesa Water® and in compliance with any and all appropriate regulatory agency requirements.

**Approved Use Area** – shall mean a site, with well-defined boundaries, designated in a User Agreement or Water Service Agreement issued by Mesa Water® to receive Recycled Water for an approved use and acknowledged by the Appropriate Regulatory Agencies.

**AWWA** – American Water Works Association.

**AWWA Guidelines** – shall mean the latest versions of "Guidelines for Distribution of Nonpotable Water" and "Guidelines for the On-site Retrofit of Facilities Using Disinfected Tertiary Recycle Water" as put out by the California-Nevada Section of the American Water Works Association.

**Backflow** – shall mean the flow of water or other liquids, mixtures, gases or any other substances into the distributing pipes of a Potable Water supply from any source or sources other than Mesa Water’s sources.

**Backflow Prevention Device** – shall mean a specially designed and certified Reduced Pressure Principle Backflow Prevention device and the double check valve assembly, that is used in protecting the Potable Water system from contamination that originated downstream of the device.

**Basic Charge** – shall mean a fixed rate based on meter size.

**Billing Unit** – the unit of water used to apply water rates for purposes of calculating water charges for water usage. A billing unit is currently equal to 100 cubic feet of water.

**Board** – shall mean the elected Board of Directors of the Mesa Water District.

**Business Day** – shall mean Monday – Friday 8:00 a.m. to 5:00 p.m. excluding holidays.

**Capacity Charge** – shall mean a fee charged to an Applicant in connection with an Application for New Service permit, for an increase in demand for Potable Water service. A Capacity Charge shall be charged for property not previously served by Mesa Water® or property with an existing water service requiring an increase in demand for water service.

**California Department of Public Health (CDPH)** – The primary state agency
responsible for protection of public health and the regulation of drinking water. The California Legislature has defined several specific regulatory responsibilities of CDPH related directly or indirectly to recycled water use activities.

**Connected Capacity Demand (CCD)** – shall mean the total estimated demand for water service, expressed in terms of gallons per minute, as calculated using the procedures specified in the California Plumbing Code.

**Construction Use** – shall mean an Approved Use of Water to support construction activities such as soil compaction and dust control.

**Contractor** – shall mean the party entering into contract with the Applicant for performance of the work for which Mesa Water® issues a permit. The Applicant and the Contractor may or may not be one and the same.

**County of Orange Health Care Agency, Department of Environmental Health (OCHCA)** – The local health agency responsible for onsite public health issues.

**County of Orange Department of Public Health (OCDPH)** – See County of Orange Health Care Agency, Department of Environmental Health (OCHCA).

**Cross Connection** – shall mean any unprotected, actual or potential connection between any part of a Potable Water system used to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved by Mesa Water® as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be Cross Connections.

**Customer** – shall mean any person, persons, firm, corporation, association or agency receiving water or services from Mesa Water®.

**Customer Control Valve** – shall mean a valve meeting the requirements of Mesa Water’s standard specifications, installed on the outlet side of a water meter.

**Customer of Record** – shall mean the person, persons, firm, corporation, association or agency that has entered into a contractual agreement with Mesa Water® for water service. The contractual agreement may include the Application for New Service permit, the Water Service Agreement, the Application for Temporary Water Service permit, and a request for service received at Mesa Water® by phone, mail or in person. The Customer and Customer of Record may or may not be one and the same. The Customer of Record is responsible for payment of all monies owed on accounts for which the Customer of Record has entered into a contractual agreement.
DC or DCV – means a double check valve which is a backflow device. A Double Check Detector Valve is a backflow device with a parallel meter arrangement to detect unauthorized use of water.

Deposit – shall mean any money held by Mesa Water® for the purpose of guaranteeing payment of money owed to Mesa Water® for the costs of service. Deposits are applicable only to the account(s) for which such money was collected. Deposits are refunded only to the Customer of Record, unless the depositor has made a written request and has received permission from Mesa Water® to do otherwise.

Design Area – shall mean a site, with well-defined boundaries, proposed to receive Water for an Approved Use as delineated in an application for a User Agreement or Water Service Agreement.

Design Consultant – shall mean any person or firm registered with the state as an engineer or landscape architect to provide water system design plans, site layout, landscaping, or irrigation system design services.

Direct Beneficial Use – shall mean the use of Recycled Water that has been transported from the point of production to the point of use without an intervening discharge to waters of the state.

Direct Overspray – shall mean any discharge of water directly onto areas other than that for which the application of Recycled Water is approved.

Disinfected Tertiary Recycled Water – shall mean filtered and subsequently disinfected wastewater that meets the criteria defined in California Code of Regulations Title 22, Sections 60301.230 and 60301.320.

District Engineer – shall mean the District Engineer of the Mesa Water District or an authorized agent.

Drawings – shall mean the plans, working drawings, detail drawings, profiles, typical cross sections and supplemental drawings or reproductions thereof, approved by Mesa Water®, which show locations, character, dimensions or details of the work or modifications to be performed.

Fee – shall mean any money required by Mesa Water® by the Customer of Record, for Mesa Water® personnel to perform a service (plan check, construction inspection, etc.) that is as stated in the Water Rate and Charge Schedule.

General Manager – shall mean the General Manager of the Mesa Water District or an authorized agent.

General Public – shall mean any person(s) at large who may come in contact with facilities and/or areas where Water is approved for use.
Hose Bib – shall mean a faucet or similar device to which a common garden hose can be readily attached (California Code of Regulations Title 22 Section 60301.400).

Incidental Runoff – shall mean unintended small amounts (volume) of Runoff from Potable Water or Recycled Water use areas, such as over-spray from sprinklers that escapes the Irrigation Use area.

Inspection and Testing of Recycled Water Sites – Mesa Water® will perform regularly scheduled onsite visits with operational testing accompanied by customer representative. The inspection and testing schedule will be determined by the Mesa Water®. In no circumstance will the schedule be longer than every four years.

Installer – a person(s) or firm performing work necessary to construct or install equipment or facilities subject to the Rules and Regulations.

Irrigation Use – shall mean an approved use of Potable Water or Recycled Water for landscape, horticultural, or agricultural irrigation. Irrigation Use for Recycled Water is defined under Title 22 of the California Code of Regulations.

Landscape Irrigation System – shall mean an irrigation system with pipes, drip hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.

Level – shall mean any building surface above or below the street grade.

Main or Mainline – shall mean water distribution pipelines located in streets, highways, public ways or private right-of-ways used to deliver or transmit water.

Mesa Water® – shall mean the Mesa Water District or authorized agent.

Mesa Water® Inspector – shall mean any person authorized by Mesa Water® to perform inspections of either Onsite or Offsite facilities prior to construction, during construction, after construction and during operation.

Mesa Water® Offices – shall mean the Mesa Water® business offices currently located at 1965 Placentia Avenue, Costa Mesa, California 92627.

Non-potable Water – shall mean water (including Recycled Water) that is not intended for human consumption in conformance with the standards referred to in the definition of Potable Water, below, such as Potable Water downstream of an approved Backflow Prevention Device within an Landscape Irrigation System.

Offsite or Offsite Facilities or Offsite System – shall mean all Recycled Water Facilities and appurtenances thereto upstream of the Point of Connection.
**Offsite Supervisor** – shall mean a Qualified Person designated by the Mesa Water® to be responsible for the safe and efficient operation of the Mesa Water’s Recycled Water distribution system; such person shall be knowledgeable in the construction and operation of Recycled Water distribution systems and in the application of state and local guidelines, criteria, standards, and regulations governing the use of Recycled Water.

**Onsite or Onsite Facilities or Onsite System** – shall mean all Recycled Water Facilities as designed, constructed, altered, repaired, replaced or restored downstream from the Point of Connection.

**Onsite Supervisor** – shall mean a Qualified Person designated by a Recycled Water customer and approved by Mesa Water® to be responsible for the safe and efficient operation of the customer’s recycled water system; this person shall be knowledgeable in the construction and operation of Recycled Water and irrigation systems and in the application of state and local guidelines, criteria, standards and regulations governing the use of Recycled Water; this person shall be trained in cross-connection control to the satisfaction of Mesa Water®.

**OCWD** – shall mean Orange County Water District.

**Owner** – shall mean any holder of legal title, contract purchaser, or lessee under a lease where the tenant(s) are responsible for water service, of property for which Recycled Water Service has been requested or established.

**Point of Connection** – shall mean the location where the Offsite Water service line connects to the Onsite System, which shall be taken at the downstream end of Mesa Water’s Customer Control Valve located on the service meter. In the absence of a Customer Control Valve, the Point of Connection will be taken at the downstream end of the service meter unless, by written agreement only, Mesa Water® designates another location as the Point of Connection. Mesa Water’s meter normally will be set in a location that abuts a curb line or property line of the Approved Use Area.

**Point of Ownership** – Mesa Water’s Point of Ownership shall end at the outlet side of the Customer Control Valve or, if in the absence of a Customer Control Valve, the outlet side of the water meter or the control valve upstream of the backflow device. By written agreement only, Mesa Water® may designate another location as the ending Point of Ownership.

**Ponding** – shall mean the retention of Recycled Water on the surface of the ground or other natural or constructed surface for a period of time following the cessation of an approved Recycled Water use activity such that a hazard or potential hazard to the public health results.

**Potable Water** – shall mean water that is approved for human consumption by the appropriate federal, state and local regulatory agencies.
**Potable Water System** – shall mean the facilities that produce, convey and store Potable Water.


**Purple Color** – shall mean the color Pantone 512 or approved equal that is utilized to identify above ground equipment utilizing Recycled Water.

**Pulled Meter** – shall mean where the meter has been removed, but the service line is still in place.

**Qualified Person** – shall mean the Mesa Water District Engineer and/or other designee as assigned by the District Engineer.

**RPP or RPPD** – shall mean a Reduced Pressure Principal Device.

**Recycled Water** – shall mean water that, as a result of treatment of wastewater, is suitable for Direct Beneficial Use or controlled use that would not otherwise occur.

**Recycled Water Service** – shall mean the furnishing of Recycled Water to a user, pursuant to these Rules and Regulations, through a metered connection to the Onsite Facilities.

**Recycled Water System or Recycled Water Facilities** – shall mean the Offsite Facilities that produce, convey, store and supply Recycled Water.

**Recycled Water User** – shall mean any Customer issued a User Agreement or Water Service Agreement by Mesa Water® that replaces the User Agreement. The Recycled Water User and Owner may be one and the same.

**Record Drawings** – shall mean the design drawings that have been marked to show all construction changes for a given project to the best of available knowledge.


**Retrofit** – shall mean to change or modify in part or in whole the existing plumbing of an Onsite Potable Water System in order to serve Recycled Water.

**Runoff** – shall mean the flow of Potable Water or Recycled Water along the surfaces of the ground or other natural or constructed surface, including, but not limited to, pedestrian walkways, streets, playground surfaces and grassy slopes.
SARWQCB – shall mean the Santa Ana Regional Water Quality Control Board.


User Agreement – shall mean the "Recycled Water User Agreement" is a contractual agreement between the user and Mesa Water® that establishes the conditions for Recycled Water Service that Mesa Water® may use in place of the standard Water Service Agreement.

User Supervisor – shall mean a Qualified Person designated by the user (Customer) and approved by Mesa Water® who is responsible for the installation, operation, and maintenance of the user onsite facilities, the prevention of Cross Connection, and compliance with Mesa Water® Rules and Regulations.

Violation – shall mean noncompliance with any condition or conditions of these Rules and Regulations, User Agreement or Water Service Agreement by any person, action or occurrence, whether willfully or by accident.

Water Conservation Coordinator – shall mean the person (who may be an officer or employee of Mesa Water®) charged with the principal enforcement of this Program. The Water Conservation Coordinator may be the General Manager or another person so designated by the General Manager.

Water Reclamation – shall mean the renovation of wastewater to produce a product that is approved for specific beneficial uses by the appropriate regulatory agency.

Water Recycling Criteria – the Uniform Statewide recycling criteria established in California Code of Regulations Title 22 by CDPH for each varying type of use of Recycled Water where the use involves the protection of public health (California Water Code Section 13521).

Windblown Spray – dispersed, airborne Recycled Water capable of being transmitted through the air by natural or manmade wind to locations other than that for which the direct application of Recycled Water is approved.

Water Service Agreement – shall mean a written contractual agreement between an Applicant and Mesa Water® regarding the terms under which Mesa Water® shall provide water service to the Applicant.

1.3 SERVICE AREA

Mesa Water® provides Potable Water and Recycled Water Service to most of the City of Costa Mesa, parts of the City of Newport Beach, and some unincorporated county areas, including the John Wayne Airport. Mesa Water’s service boundaries are on file at the Mesa Water® offices. Mesa Water® may only provide water or services outside of
1.4 SERVICE CONDITIONS

Water service shall be available only in accordance with these Rules and Regulations, as well as applicable federal, state, and local statutes, ordinances, regulations, and contracts, and other requirements including, but not by way of limitation, the California Water Code, the California Administrative Code and regulations imposed by state and local health departments, as well as the terms of any Water Service Agreement and/or permit issued by Mesa Water®. Any such permit may be revoked by Mesa Water®, and thereupon, all such water service shall cease in the manner provided in these Rules and Regulations.

As a condition of service, Mesa Water® reserves the right to require any Applicant to construct any water facility that Mesa Water® deems essential, including adding capacity for future use of the water facilities.

1.5 CUSTOMER RECORDS

Mesa Water® will provide information for the Customer of Record in accordance with Government Code Sections 6250 and following, also known as the California Public Records Act.

Any request for records shall be submitted to the District Secretary or designee. It is preferred that the request be made in writing by completing a Public Records Request form, which can be obtained at Mesa Water® offices, on Mesa Water’s website (www.mesawater.org), or by calling Administrative Services at (949) 631-1205.

1.6 ESTABLISHMENT OF RATES

In accordance with the California Water Code, the Board fixes the water rates and other related fees and charges. Periodically, the Board reviews and adjusts the rates, fees and charges.

1.7 GUIDELINES AND INTERPRETATIONS

The General Manager shall have the authority to adopt additional guidelines or generate written interpretations of these Rules and Regulations where necessary for day-to-day operations until such time as the Board chooses to act on such matter or on an indefinite basis if the matter is strictly operational. The General Manager shall make the Board aware of any day-to-day changes or adopted guidelines.

1.8 SEVERABILITY

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the
remaining portions of these Rules and Regulations. The Board hereby declares that it would have passed these Rules and Regulations by section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.
SECTION 2 - CONDITIONS FOR SERVICE

2.1 ACCESS TO PREMISES

Authorized employees of Mesa Water®, upon presentation of credentials and during reasonable or necessary hours, shall have free access including, included, but not limited to, gate codes and keys or key cards, to any premises supplied with water by Mesa Water®, for the purpose of reading meters and/or making repairs, inspections, examinations or tests of the water system upon said premises and to ensure compliance with these Rules and Regulations.

If any authorized employee is refused admittance to any premises, or is hindered or prevented from reading meters, making repairs or inspections, examinations or tests, Mesa Water® may cause the water to be turned off from said premises after giving 24 hours notice to the Owner or occupant of said premises of the intention to do so. In the case of major violations, health hazards or for shut off due to non-payment Mesa Water® may cause the water to be turned off without notice.

2.2 OPERATION BY MESA WATER® EMPLOYEES

All of Mesa Water’s water system, including but not limited to, water pipelines, reservoirs, fire hydrants, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property, shall be under the management and control of the General Manager. No other persons, except authorized employees of Mesa Water®, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the foregoing or any of Mesa Water’s property without the written consent of the manager or an authorized representative of the manager. In the event that an unauthorized person(s) enters upon, inspects, operates, adjusts, changes, alters, or relocates any facilities without written consent from the General Manager or an authorized representative of the General Manager then Mesa Water® reserves the right to prosecute such an unauthorized person to the fullest extent of the law.

2.3 ENFORCEMENT OF EXISTING SERVICE CONNECTIONS

Existing service connections shall be brought into compliance with these Rules and Regulations when the Customer of Record is so notified by Mesa Water®. The notification will include a compliance date. Failure to comply by the compliance date may result in termination of water service.

2.4 MESA WATER’S RIGHT TO INTERRUPT SERVICE

Mesa Water® reserves the right at any and all times to shut off water service for emergency, operational or maintenance purposes.

Mesa Water® will make reasonable efforts to minimize negative impacts and provide
appropriate notice to the Customer when shutdowns occur. However, Mesa Water® assumes no liability for the damages real or monetary as a result of the shutdowns.

2.5 MESA WATER® LIMITS OF RESPONSIBILITY AND LIABILITY

Mesa Water® assumes no responsibility for the maintenance and/or operation of the Customer's water system beyond the Point of Ownership.

Mesa Water® assumes no responsibility or liability if damage or injury is the result of the Customer or Customer of Record violating these Rules and Regulations.

Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in water service as provided in Section 2.4.

2.6 CUSTOMER LIABILITY

Except to shut off water to prevent damage, no person other than an authorized Mesa Water® employee shall at any time or in any manner, operate or cause to be operated, any valve in or connected with a water Main, service connection or fire hydrant or tamper or otherwise interfere with any water meter, check valve or other part of Mesa Water’s water system, except the Customer Control Valve. In the event a person, for any reason, digs out or uncovers a corporation stop, angle meter stop or valve controlling a water supply, lifts or removes a meter box cover or its center piece or causes or suffers any such act to be done, such person will be held liable to Mesa Water® for any injury or damage occasioned thereby or resulting there from. In addition, the Customer of Record will be held liable to Mesa Water® for any costs incurred for repairing, replacing or adjusting any meter or other appurtenances which have been damaged due to negligence or carelessness, including but not limited to, damages caused by hot water or steam from a boiler.

2.7 VIOLATIONS AND ENFORCEMENT

Mesa Water® shall have the right to discontinue service to any Customer or property who fails to comply with Mesa Water’s Rules and Regulations. Such discontinuance of service shall occur after the Customer of Record has been given notice to remedy such noncompliance and/or to cease and desist from such Violation or infraction, and a reasonable opportunity thereafter within which to comply with said notices. Such time may be specified in the notice to comply/desist. No such notice need be given where the noncompliance, Violation or infraction of any rule or regulation by the Customer results, or is likely to result, in a dangerous or unsanitary condition or a health, pollution or system hazard on the Customer's premises and/or in Mesa Water’s water system or elsewhere, or where discontinuance of service is necessary to protect Mesa Water® from fraud, loss or abuse.

By definition, noncompliance with any condition or conditions of Mesa Water’s Rules
and Regulations, Water Use Permit or Water Use Application, whether willfully or by accident, shall constitute a Violation. The General Manager may assess a fine to the Customer of Record, as stated in the Water Rate and Charge Schedule (Refer to Mesa Water's website at www.mesawater.org), for each Violation of Mesa Water’s Rules and Regulations and for each incidence involving the intentional and improper taking of water. Each day that a Violation of these Rules and Regulations continues, or each day such intentional and improper taking of water continues, shall be treated as a separate Violation of this provision. No further water service shall be provided to such Customer or property by Mesa Water® until such charge has been paid or otherwise satisfied. If the charge is paid under protest, the Customer of Record can file a written appeal to the Board.

2.8 CORRECTIVE ACTION

Any person, firm, corporation, association, or agency found to be violating any provision of Mesa Water’s Rules and Regulations or the terms and conditions of the Water Use Permit, or Water Use Application, or applicable state or local statutes, regulations, ordinances, or other requirements shall be served by Mesa Water® with written notice stating the nature of the Violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease or cure all such violations. Failure to conform or comply with such notice within the stated time period may subject the noticed party to all rights and remedies available at law or in equity to Mesa Water®. This Section 2.8 is in addition to, and not by way of derogation of, any other remedies or procedures available to Mesa Water® by law, regulation, or pursuant to any of the provisions of the Mesa Water’s Rules and Regulations.

2.9 RIGHT OF APPEAL

Notwithstanding any of the provisions of Mesa Water’s Rules and Regulations concerning water service, any aggrieved Customer of Record, who remains dissatisfied with the final decision of the General Manager in administering said Mesa Water’s Rules and Regulations, can appeal, in writing, such final decision to the Board. The Board shall hear such appeal and render its decision. The decision of the Board shall be final.
SECTION 3 - WATER BILLING AND CUSTOMER SERVICE

3.1 RESPONSIBILITY FOR ACCOUNT

The Customer of Record, or the Applicant on the Application for New Service, is responsible for all bills or invoices until Mesa Water® is notified that the account is being closed. The Customer of Record will then be responsible only for services up to and including the day the account is closed. If the new Customer has not informed Mesa Water®, prior to the closing date, that the new Customer is assuming responsibility for the water or service, the account will be closed, water service discontinued and the meter will be locked.

3.2 NEW ACCOUNTS

Water service will be provided upon request where there is a service line and meter. Requests must be made at least one business day in advance of the business day service is to commence.

If Mesa Water® determines that water may run uncontrolled at a property and no one is at the property, the water will not be turned on.

3.3 CLOSING OF ACCOUNTS

The Customer of Record, or the Applicant on an Application for New Service, is responsible for all bills or invoices until Mesa Water® is notified that the account is being closed. Should a Customer of Record wish to discontinue water service, Mesa Water® Customer Service staff must be informed at least one business day before the date service is to be discontinued.

The Customer of Record will be responsible for payment for all water registering on the meter up to and including the day the final meter reading is obtained. The water service shall be turned off and the meter will be locked unless a new Customer has notified Mesa Water® that they will be responsible for the service.

A closing bill will be prepared, which reflects the charges for all water registering on the meter at the time of final reading, any previous balances owed (including prior bills, fees and charges) and the Basic Charge which shall be prorated based on the number of days in service. Any deposit retained by Mesa Water® on the account shall then be credited to the account. Refunds shall be made in accordance with the limits shown in the Water Rate and Charge Schedule. The Customer of Record will be billed for any amounts over the deposit, in accordance with the limits defined in the Water Rate and Charge Schedule.

Tenants will continue to be responsible for fireline services unless the Owner becomes the Customer of Record. Tenants may provide the information and Mesa Water® will verify it before the responsibility is changed.
The closing bill will include a due date. If payment in full is not received by this date, a closing delinquent bill will be sent. If payment in full is not received, Mesa Water® may send the outstanding balance to a collection agency for collection.

3.4 BILLING

Bills cover a specified period of service, which is stated on the water bill.

Bills for water service will be based on meter readings or in some cases estimated usage.

A surcharge will be applied to all accounts that receive water service outside Mesa Water’s service area. The surcharge will be in accordance with the Water Rate and Charge Schedule.

Invoices for construction water or other services provided by Mesa Water® shall be billed according to the fees, charges and conditions outlined in the Water Rate and Charge Schedule.

All bills and invoices are due and payable upon receipt. Unpaid bills and invoices are considered delinquent if payment is not received by the due date shown on the bill or invoice.

3.4.1 Billing Disputes

Any dispute by the Customer of the amount owed on a bill or invoice must be raised within ten days of the date of billing printed on the bill or invoice, or the bill or invoice will be considered correct and payable.

Only the disputed portion of the bill may be set aside by Mesa Water® pending resolution of the dispute. The Basic Charge plus any outstanding balance, charges or deposits must be paid. The undisputed portion of the bill must be paid in accordance with Mesa Water’s Rules and Regulations for Water Service governing undisputed bills or invoices.

3.5 PAYMENTS

Cash payments for all services provided by Mesa Water® must be made at Mesa Water’s offices located at 1965 Placentia Avenue, Costa Mesa, California.

No payment by any method will be accepted by Mesa Water® personnel away from the Mesa Water® offices.

Payments received without sufficient information to properly credit the Customer’s account may be returned without being processed. Additional fees may be applied to the account.
3.5.1 Payments Made at Mesa Water® Office

Payments made at Mesa Water® offices may be in the form of cash, credit card, check, cashier's check, traveler's check or money order. Payments can be made online at Mesa Water® office via the computer located in the lobby.

Payments made at the office by close of business day will be credited to the account that same day. Payments received in the night drop box by the opening of business on a regular business day will be credited to the account that business day.

3.5.2 Payments Made by Mail to the Lockbox

Payments made by mail will be credited to the Customer's account on the same day received by Mesa Water's lockbox service provider if proper information is received.

3.5.3 Payments Made by Third Party Vendor

Mesa Water® accepts payments by credit/debit card through a third-party administrator that may charge a fee to the Customer of Record for this service. Customers may call Mesa Water's Customer Service staff at (949) 631-1200 or visit the Mesa Water® website at www.mesawater.org in order to obtain the toll free number.

Payments made to Mesa Water® through a third party administrator(s) will be credited to the Customer of Record's account on the date of transaction. If the Customer's account is in danger of shut off, Mesa Water® should be notified the Customer that payment has been made by providing confirmation number. Customers utilizing third party administrator(s) payment(s) on for a delinquent account should contact Mesa Water® with a confirmation to ensure additional fees are not assessed.

3.5.4 Payments Made at Satellite Payment Center

Mesa Water® may in its discretion provide satellite payment drop boxes. Locations of such drop boxes are subject to change. Please call Mesa Water® Customer Service staff at (949) 631-1200 for more information. Satellite drop boxes are checked on a weekly basis. Another payment method should be used if the due date on a pending billing is less than eight days. Once received there will be one day delay while the account payment is updated.

3.5.5 Payments Returned by Bank

Should a payment be returned by the bank for any reason, the Customer of Record will be notified and a fee will be charged against the account(s) to which the payment had been credited. The fee will be assessed in accordance with the Water Rate and Charge Schedule. Should a Customer of Record have two returned payments within 12 months, Mesa Water® may require all payments by or on behalf of such Customer of Record be made by cash, cashier's check, money order or credit/debit card.
3.5.6 Extensions

Arrangements may be made between Mesa Water® and the Customer of Record prior to the due date on any invoices during the billing process to extend a stated due date. However, the Customer of Record must adhere to the terms of the arrangement. Failure to do so will subject the account to Mesa Water's Rules and Regulations on payment delinquencies. A fee for payment extensions will be charged in accordance with the Water Rate and Charge Schedule.

3.6 DELINQUENCIES

A bill is delinquent if Mesa Water® has not received payment by the due date shown on the Regular Bill. A fee for payment delinquencies will be charged in accordance with Mesa Water's Water Rate and Charge Schedule.

3.6.1 Delinquent Bills

A delinquent bill will be mailed to the Customer of Record at the address shown on Mesa Water's Customers records if payment is not received by the due date indicated on the regular water bill and a fee therefore will be imposed in accordance with the Water Rate and Charge Schedule.

The delinquent bill will have a due date. If payment in full is not received by this date, water service to the property concerned will be subject to disconnection and a fee will be imposed by Mesa Water® to the Customer of Record of the delinquent bill due.

3.6.2 Notice of Planned Termination of Water Service

If payment is not received by the due date of the delinquent bill, a notice of planned termination of water service (Notice) will be mailed to the address where water service is being received.

The Notice will show a termination of service date. If payment of all water bills, fees, charges and deposits is not received by this date, water service may be discontinued without further notice.

Where the account provides water service to more than one premise (for example, apartment buildings), when practical, a Notice will be delivered to each location benefiting from the service as required by Public Utilities Code Sections 10009 and 10009.1. If this step is not feasible, Notice(s) shall be posted in common areas accessible to residents. Additional fees will be charged for this service, in accordance with the Water Rate and Charge Schedule.

Fees for the Notice of Planned Termination of Water Service will be in accordance with the Water Rate and Charge Schedule.
3.6.3 Termination of Water Service for Nonpayment

When a Mesa Water® representative visits the service address for nonpayment, shut off fees will be assessed. When water service is terminated, the meter shall be locked and tagged. Fees and charges associated with termination of service as a result of non-payment are shown in the Water Rate and Charge Schedule.

Tampering with the lock or turning the water service back on, or in any other manner interfering or tampering with Mesa Water’s property, is prohibited. Penalties for such interference will be charged in accordance with the Water Rate and Charge Schedule. Criminal penalties, as set out in state Law, may also apply.

3.6.4 Restoration of Water Service

All amounts owed, including all bills, fees, charges, and deposits, must be paid or otherwise satisfied before water service will be restored. If the water meter has been removed, all fees must be paid before the water meter is re-installed. Fees for the restoration of service are shown in the Water Rate and Charge Schedule.

If payment is not received within 10 days of termination of service, the account will be closed and the balance owed may in Mesa Water’s discretion be turned over to a collection agency for collection. Any account that has not been paid in full by the due date on the Delinquent closing bill shall be subject to a collection fee. The past due account has 90 days to pay in full before being sent to collections.

3.7 DEPOSITS

Deposits will be required on Customer accounts when:

1. Three delinquent bills are generated within a 24 month period;
2. The account is on the turn-off list two times within a 24 month period;
3. A Notice of Planned Termination (Tag) of Water Service is delivered to the service address for a second time;
4. Service is terminated for nonpayment; or
5. Water has been used, but the Customer has not notified Mesa Water® that he/she is assuming responsibility for the water service.

The amount of the deposit is shown in the Water Rate and Charge Schedule. However, the amount of the deposit may be set differently at the discretion of Mesa Water’s General Manager or designee in an amount sufficient in his/her judgment to ensure that future bills will be paid when presented.
Mesa Water® will credit the Customer of Record’s deposit to the account, if all bills have been paid by the due date on the regular water bill, for the previous 12 consecutive on-time payments. Interest will not be applied or credited to deposits held by Mesa Water®. If a deposit is on file when a water account is closed, such deposit will be credited to the final bill.

3.8 CUSTOMER INQUIRIES AND COMPLAINTS

All Customer inquiries and complaints will be handled as expeditiously as reasonable possible. In some instances, extensive research will be required, thus extending the time required for resolution, and the Customer will be so informed. Please refer to Section 3.4.1 for billing disputes.

3.8.1 Meter Inquiries and Testing

If a Customer is concerned that the meter is not operating correctly or is not accurate, upon written request from the Customer of Record, Mesa Water® will test the meter for accuracy. Prior to the removal of the meter for testing, Mesa Water® shall require a meter test deposit in accordance with the Water Rate and Charge Schedule. Meter test deposits will be refunded if the meter is determined to be recording outside the prescribed limits for meter accuracy.

If the meter is found to be registering three percent on average in excess of the actual quantity flowing through the meter based on multiple flows during testing, Mesa Water® will replace the defective meter, refund the meter test deposit and refund to the Customer of Record the full amount of the overcharge based on the corrected meter readings for the previous period, not exceeding six months from the date of the written request, that the meter was in use by the same Customer.

If the meter is not defective and does not register three percent in excess, the meter test deposit shall be forfeited to Mesa Water® and the water bill shall be due and payable as rendered.

If Mesa Water® discovers the meter registers less than 97 percent accuracy based on multiple flows during testing or is inoperable, the meter will be replaced and the Customer may be assessed based on the average consumption for at least 12 preceding months during which the meter was in use and registering correctly.

3.8.2 High Water Use Investigations

Customers may request that Mesa Water® assist them in the detection of leaks or other conditions, which may result in higher than normal water usage. Inspections may be arranged with Mesa Water® to survey the home or business to assist Customers in determining leaks and/or isolate probable areas of concern. Such requests will be handled by appointment only. Appointments may be arranged by contacting Mesa Water’s Customer Service staff. Mesa Water® reserves the right to refuse multiple
requests made by the Customer of Record for the same service address.

3.8.3 Water Quality Inquiries

Mesa Water® strives to provide Customers with high quality water at all times. If a Customer suspects any problem with the quality of water provided the Customer may contact Mesa Water® and a representative will arrange to meet with the Customer at home or business to investigate the concern. Information regarding water quality analyses of Mesa Water’s water is available to the public.

3.9 BANKRUPTCIES

When Mesa Water® receives notice that a Customer of Record has filed for bankruptcy, the Customer of Record’s account(s) will be closed, whenever possible, as of the date of the bankruptcy filing. Any outstanding balances as of that time will be considered covered in the bankruptcy proceedings and Mesa Water® may file a claim accordingly. Service will not be terminated.

A new account will be created for such Customer of Record for ongoing service. A deposit may be charged in accordance with the Water Rate and Charge Schedule and Section 3.7.
SECTION 4 - CONSTRUCTION OF WATER FACILITIES AND APPURtenANCES

4.1 APPLICATION PROCESS

Any person, firm, or corporation who wishes to install, remove, alter or replace, or cause to be installed, removed, altered, or replaced, any water facility or appurtenance must obtain a permit from Mesa Water® to do such work.

Any person legally entitled to apply for and receive the permit shall complete the Mesa Water® supplied Application for New Service form (Refer to Appendix 1 for Application for New Service). The Applicant shall submit the application form, a complete subdivision map when applicable and a water facility construction plan showing the proposed service connection thereon, signed by a Civil Engineer registered in the State of California. All maps and plans shall be to the standards, size and drawn on material specified in Mesa Water’s current Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities.

4.1.1 Plan Check Process

After payment of the plan check fee (Refer to Appendix 2 for Payment Voucher), Mesa Water’s District Engineer, or an authorized representative or other appropriate personnel, will review such plans in accordance with the plan check process located in Mesa Water’s Standard Specifications and Drawings for the construction of Mesa Water® facilities. All plans must conform to Mesa Water’s current Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities before they will be approved.

4.1.2 Issuing the Permit

Upon approval of such plans, and upon receipt of required fees and charges, including Capacity Charges, Mesa Water® shall validate and issue a permit.

The permit shall be valid for a period of one year from the date of issuance. If construction has not commenced within said year, the permit automatically becomes invalid and the Applicant forfeits all moneys, except Capacity Charges, paid to Mesa Water® in connection with the Application for New Service. The Applicant will be required to reapply for a new permit.

4.1.3 Water Service Agreement

Before water service is provided, the Applicant shall enter into a Water Service Agreement (Refer to Appendix 3 for Water Service Agreement with Mesa Water District for Water Service) with Mesa Water® regarding the terms under which Mesa Water® shall provide water service to the Applicant. The Applicant shall complete, sign and submit a Water Service Agreement. Mesa Water® shall enter into the Water Service Agreement only upon approval of the development project and payment by the
Applicant of required fees and charges set forth in the Water Service Agreement. No water service shall be provided by temporary water services or by any other means until the Water Service Agreement has been signed by Mesa Water® and the Applicant.

### 4.1.4 Fees and Charges

Mesa Water® personnel will determine the fees and charges for new development in accordance with the Water Rate and Charge Schedule.

### 4.1.5 Capacity Charges

Mesa Water® has adopted Capacity Charges in the amounts specified in the Water Rate and Charge Schedule. The Capacity Charges will be used to assist Mesa Water® in paying for the facilities and improvements to Mesa Water’s water system required by this development.

All Rules and Regulations governing Capacity Charges in their entirety are applicable to the same property for which a Water Service Agreement is in effect.

#### 4.1.5.1 Calculating the Capacity Charge

As herein provided, the amount of any Capacity Charge shall be determined by the District Engineer and approved by the Board of Directors. All decisions in regard thereto shall be based on sound engineering practices consistent with new development paying only the amount of money necessary to fund its fair share of existing and future facilities that provide water capacity.

Capacity charge credit for existing 5/8 inch and 3/4 inch meters will be applied based on a ratio of the maximum flow rate for that meter using a 1 inch meter as base line for the credit. In all other cases the Capacity Charge shall be assessed in accordance with the fee schedule contained in the Water Rate and Charge Schedule.

At the time the Applicant requests meters to be installed, Mesa Water® will review the assessed Capacity Charge. If there have been changes in the project, which affect the Capacity Charges, additional Capacity Charges will be assessed or a refund will be credited to the meter costs. The meters will not be installed until both the meter costs and any additional Capacity Charges have been paid.

Capacity charge credits are the possession of the property owner, and under no circumstances are to be severed from the real property for which such credits were paid. For commercial developments, the property owner must provide a letter granting a tenant the right to any capacity charge credit(s), if said credits are to be attributed to anyone other than the property owner.

No Capacity Charges will be assessed if an Applicant is removing a meter and is replacing it with a meter of the same size, providing that one of the following conditions is also satisfied:
1. The new meter is installed on the same service line from which the old meter is removed; or

2. The new meter is installed on a new service line and the existing service line is abandoned when the old meter is removed.

Mesa Water® does not assess Capacity Charges for dedicated fire line service connections or temporary service connected to fire hydrants.

4.1.5.2 Calculating Capacity Charge Credits on Meters Pulled at the Time of Redevelopment

Mesa Water® will apply a Capacity Charge credit on an account for meters that will be pulled at the time the property is redeveloped, providing one of the following conditions is satisfied:

1. The old meter is pulled and a new meter of a different size is installed on the existing service line; or

2. The old meter is pulled and the existing service line is abandoned. Any new meters of different sizes shall be installed on new service lines.

The District Engineer or an authorized representative will determine the Capacity Charge credit on the meter that is pulled per the Water Rate and Charge Schedule.

The credit will be based on the Capacity Charge in effect for the meter size being pulled according to the building classification and water use type the meter presently serves.

If the Capacity Charge credit exceeds the Capacity Charge calculated on the new meters, the excess credit may be carried forward with the property for additional development. The excess credit will be discounted five percent each year that it is carried and at the 15th year, the credit can no longer be used. Any excess credit may only be used once. Subsequent excess credit cannot be carried forward.

The number of years used for Capacity Charge credit will be determined by calculating the number of years between the date the Application For New Service permit was issued for the redevelopment project for which the credit originated and the date the Application For New Service permit was issued for the redevelopment project for which the Applicant wishes to use the credit.

No Capacity Charge credit will be allowed for the removal of Automatic Fire Sprinkler Service connections.
4.1.5.3 Calculating Capacity Charge Credits on Meters Pulled Prior to Redevelopment

Mesa Water® will apply a Capacity Charge credit on meters pulled prior to the redevelopment of the property providing that all of the following conditions are satisfied:

1. The service line to which the meter was once connected is still connected to Mesa Water's water system; and

2. The Pulled Meter was recorded and the record is on file at Mesa Water®; and

3. The new meters that will be installed are a different size (upgrade or downgrade) from the meters that were pulled prior to the redevelopment of the property; and

4. A new meter shall be installed on the service line to which the meter was once connected, or the service line shall be abandoned and the new meter shall be installed on a new service line.

Mesa Water® will not apply a Capacity Charge credit for meters where both the meter and the service line were abandoned prior to the redevelopment of the property.

The District Engineer or an authorized representative will determine the appropriate credit amount.

The credit on the Pulled Meter will be based on the fee in effect for the meter size being replaced according to the building classification and water use type the meter previously served.

The credit is subject to a five percent reduction for each year that the meter was pulled prior to the Application for New Service. No credit will be given for meters that were pulled 15 years or more prior to the date the Application for New Service permit is issued.

The number of years that will be used for the reduction in Capacity Charge credit will be determined by calculating the difference between the date on file at Mesa Water® that the meter was pulled and the date the Application for New Service permit is issued.

In the case where the new meters being installed are the same size as the meters that were pulled, Mesa Water® will apply a discount on the amount of the Capacity Charge calculated on the new meters, providing all of the following conditions are satisfied:

1. The service line to which the meter was once connected is still connected to Mesa Water's water system; and
2. The Pulled Meter was recorded and the record is on file at Mesa Water®; and

3. A new meter shall be installed on the service line to which the meter was once connected or the service line shall be abandoned and the new meter shall be installed on a new service line.

The amount of the discount will be based on the length of time since the meter was pulled. The length of time will be determined by calculating the difference between the date on file at Mesa Water® that the meter was pulled and the date the Application for New Service permit is issued.

4.1.5.4 Application of Capacity Charges to Public Agencies

For purposes of this section "Public Agency" shall have the same meaning as set forth in Government Code Section 54999.1(c) or any successor section thereto.

Any development or application to Mesa Water® for increased water service by any Public Agency shall be subject to a Capacity Charge. The amount of such Capacity Charge shall be determined under Section 4.1.5. of these Rules and Regulations. The determination of the Capacity Charge with regard to an individual Public Agency development project shall be made based on the same criteria and methodology applicable to non-public Applicants.

The assessment of the Capacity Charge on any school district, county office of education, community college district, the California State University, the University of California or state agency, as defined in Government Code Section 54999.1(g), (collectively referred to as "School/State Agency" for the purposes of this Section) shall be subject to the following:

The Capacity Charge shall be paid by such School/State Agency in an amount equal to the actual construction costs of that portion of Mesa Water’s water system actually providing, or needed to provide, service to such School/State Agency.

To the extent that the appropriate Capacity Charge to such School/State Agency is in excess of the amount equal to the actual construction costs, the assessment and collection of said Capacity Charges may be adjusted on a case–by–case basis by Mesa Water’s District Engineer.

4.1.5.5 Use of Recycled Water

If a Capacity Charge was calculated, in whole or in part, based on the average annual usage that included service that is later replaced by the use of Recycled Water, upon written request, the Customer of Record shall be entitled to a rebate (without interest) of a portion of the Capacity Charge paid to Mesa Water®, provided the Customer of Record has entered into an agreement with Mesa Water® for the provision of Recycled...
Water at the same property for which the Capacity Charge was paid.

The rebate shall be calculated based on the original Capacity Charge paid and the amount of Recycled Water subsequently provided and used on such property. Mesa Water® shall pay the rebate to the Customer of Record 30 days after the Customer begins receiving Recycled Water Service from Mesa Water®.

4.1.6 Bonds and Conditions for Release of Bonds

As security for guarantee against defective material or work quality and as security for guarantee of the completion of the proposed project, the Applicant shall deliver to Mesa Water® a Construction Performance Bond (“Bond”) in accordance with the rate specified in the Water Rate and Charge Schedule. The Bond must be received and approved by Mesa Water® prior to Mesa Water’s final approval of plans or issuance of the permit.

Mesa Water® will accept only a cash bond as payment for the Bond if the construction estimate for the water facilities is less than $25,000. If the construction estimate for the water facilities is $25,000 or greater, Mesa Water® will accept a surety bond provided the following conditions are met:

1. The developer is charged a one percent bond administration fee.
2. All Bonds are processed on a Mesa Water® approved Bond form.

The Bond, whether cash or a surety, will be eligible for release one year after all of the following conditions have been satisfied:

1. All fees and charges are paid current; and
2. The project has been completed to the satisfaction of Mesa Water®; and
3. Mesa Water® has received and has recorded with the County Recorder’s office all necessary documents of conveyance and guarantees.

Approximately one year after all of the above conditions have been satisfied, Mesa Water® will conduct a follow-up inspection of the water facilities. If the facilities are free from defective material and work quality, and all fees and charges are current, the Bond will be released. The Bond will stay in effect until all such conditions are met.

4.1.7 Document of Conveyance and Guarantee

Easements shall be approved and accepted by the Board prior to the installation of meters. The document(s) will transfer to Mesa Water® all interest and title to such system and appurtenances, guaranteed free of all liens, together with necessary deeds, easements or rights-of-way, as applicable, for future maintenance and upkeep.
Documents of conveyance shall be received not less than 60 days prior installation of meter that was requested to allow sufficient time for Board consideration and approval.

For a period of one year after acceptance of the work by Mesa Water®, repair and/or replacement of any and all dedicated facilities that may prove to be defective in work quality and/or materials, together with any other works that may be displaced in so doing, shall be at the sole cost and expense of the Applicant. Such repair and/or replacement shall be without expense whatsoever to Mesa Water® unless the repair(s) and/or replacement(s) were the result of ordinary wear and tear or unusual abuse or neglect by Mesa Water®.

In the event of an emergency, as determined by Mesa Water®, Mesa Water® shall notify the Applicant of any defect and shall immediately proceed to have the defects repaired and/or replaced at the expense of the Applicant, who shall pay the costs and charges upon demand.

In the event that Mesa Water® becomes aware of a defect in material or work quality, which does not involve an emergency, Mesa Water® shall notify the Applicant and the Applicant shall undertake to accomplish the necessary repair or replacement. If within one week from the date of notification the Applicant has not accomplished the necessary corrective procedures or made satisfactory arrangements thereof, Mesa Water® shall proceed to have the defects repaired and/or replaced at the expense of the Applicant, who shall pay the costs and charges upon demand by Mesa Water®.

In the event that the Applicant fails to pay for the costs and charges resulting from repairs and/or replacements of the facilities as provided in this section, Mesa Water® reserves the right to reduce the amount of, or draw upon, the Applicant's security bond by the amount necessary to cover any such costs and charges.

4.2 CONSTRUCTION OF WATER FACILITIES

The Applicant is required to perform construction with the assistance of a licensed Contractor (Class A or C34); however, the Applicant may request Mesa Water® to perform the work.

It will be the responsibility of the Contractor to furnish all materials that meet the specifications contained in the then current edition of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities. It also will be the responsibility of the Contractor to provide all labor and equipment necessary to install the water facilities in conformance with the approved plans and the specifications contained in the latest edition of the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities.

Mesa Water® may construct facilities at Mesa Water’s cost upon approval of the General Manager. Mesa Water® shall prepare a cost estimate of the construction. The Applicant must pay a deposit in the amount of the cost estimate before Mesa Water®
will begin construction. After the work has been completed, the actual cost of the construction will be determined and excess funds from the deposit will be refunded or the Applicant shall be required to pay the costs in excess of the deposit.

4.2.1 Underground Service Alert

The Contractor shall be responsible for researching utility records and indicating the location of all known utilities on the plans. At least two business days (48 hours) before beginning the work, the Contractor shall call U.S.A. (Underground Service Alert) at 1(800) 227-2600 for utility Owners to mark the location of substructures. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. The Contractor shall become familiar with the type, material, age and condition of any utility that may be affected by the work.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility Owner or on order from Mesa Water®.

Where protection is required to ensure support of utilities, the Contractor shall furnish and place the necessary protection at the Contractor's expense.

The Contractor shall immediately notify the District Engineer and the utility Owner if the Contractor disturbs, disconnects or damages any utility.

4.2.2 Safety Requirements

The Contractor must adhere to all appropriate CAL/OSHA safety requirements while on the job site. The Contractor shall have, at the job site, copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the California State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations.

4.2.3 Charges for Damages

It will be the Contractor's responsibility to "protect in place" all Mesa Water® facilities. In the event it becomes necessary for Mesa Water® to provide assistance to the Applicant, the Contractor or any third party, or to make repairs to Mesa Water’s facilities damaged by any of the above, Mesa Water® will charge the Applicant, Contractor or third party for the actual cost of assistance and/or repairs plus Mesa Water’s full overhead rate.

4.2.4 Valves and Water Main Shutdowns

It shall be the Contractor's responsibility to keep all valves exposed and accessible at all times. If a water Main shutdown is required, only Mesa Water® personnel are authorized to perform shutdown operations. The Contractor shall notify Mesa Water® engineering staff and affected users at least 24 hours in advance in areas where shutdown is requested.
4.2.5 Mesa Water® Inspection

All new water facilities shall be subject to inspection by Mesa Water® or its authorized agent(s). Such facilities shall be installed in accordance with the latest version of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities. Inspection of new water facilities shall be scheduled in accordance with the requirements of the issued permit and accompanying inspection check list.

The Contractor shall notify Mesa Water® engineering staff at least two business days (48 hours) prior to the commencement of construction of any water facilities.

Contractors requiring inspection outside Mesa Water’s normal working hours shall be charged Mesa Water’s full overhead rate and overtime rate. Requests for after-hours inspections shall be made in writing to the Mesa Water® Inspector a minimum of five business days in advance.

Water facilities under construction shall be under the Customer’s control and under the management of an onsite superintendent designated by the Customer or the Contractor and approved by Mesa Water®. The onsite superintendent shall be responsible for the installation, operation, and maintenance of the onsite facility, equipment, enforcement of these Rules and Regulations, and prevention of cross connections and potential hazards. The onsite superintendent or his representative shall be available via telephone at numbers listed with Mesa Water® for contact during working hours (Monday through Thursday from 7:00 a.m. to 4:30 p.m. and Friday from 7:00 a.m. to 3:30 p.m.) and after hours.

4.2.6 Size, Location and Installation of Water Services

Mesa Water® reserves the right to determine the size of the meter and service connection and determine location of the meter and service connection in relation to boundaries of the premises to be served.

Due to changes in the newly released 2012 Uniform Plumbing Code, all new residential meter installations are required to be 1 inch or larger in order to supply adequate flow for fire protection.

Mesa Water® reserves the right to limit the number of houses or buildings, or the area of the land, under one ownership, to be supplied by one service connection. When property provided with a service connection is subdivided, the service connection shall be considered as belonging to the lot or parcel of land that it directly enters.

A service connection shall not be used to supply an adjoining property.

If a service connection relocation is more than five feet laterally from the existing service connection, it will be considered a new service connection.
All new fire service connections shall have a fire service meter installed per Mesa Water® Standards.

Mesa Water® reserves the right to require the installation of a fire service meter on existing fire service at the Owner’s expense per Mesa Water® Standards if it has been determined by Mesa Water® that water from the fire service has been illegally utilized by the Owner.

### 4.2.7 Meter Installation

All meters shall be provided and installed by Mesa Water® and shall remain the property of Mesa Water® at all times, though committed to a particular service connection, and shall be maintained, repaired, replaced and meters read by Mesa Water® personnel. The Applicant shall pay the cost of installing meters at the time of the permit is issued before any meters will be installed. The fees for meter installation will be in accordance with the rates in the Water Rate and Charge Schedule.

### 4.2.8 Single Meter Policy

Mesa Water’s standard metering policy is that individually owned units shall be individually metered unless otherwise set forth in these Rules and Regulations. Furthermore, all developments that have five or more individually owned units or greater than 2,500 square feet of irrigated landscape shall install a separate irrigation meter.

A dedicated irrigation water meter is required, if Recycled Water is available, for all irrigated landscape areas greater than 2,500 square feet to facilitate water management. This requirement pertains to all new landscape installations or landscape rehabilitation projects, excluding those for single-family residential properties.

The meter size for an irrigation system shall be a 5/8 inch or larger.

In most cases, the irrigation meter shall be sized based on the peak flow through a single valve of the irrigation system (i.e., highest producing valve). However, Mesa Water® reserves the right to further evaluate the system and to select a meter size that best meets the needs of the system. The meter size may be based on multiple valves, branches of the system, square footage, or as deemed most appropriate by Mesa Water®.

All meters shall be placed in public right of way unless approved easements are accepted by the District Engineer and approved by the Board of Directors per Section 4.2.15.

#### 4.2.8.1 Multi–Family Buildings Policy

Multi–family buildings may apply for a master meter given the following conditions:
• Building has 10 or more and separate units
• Building is greater than three levels

However, Mesa Water® recognizes that there may be local and individual conditions that make individual metering not feasible. Therefore, the Board delegates to the General Manager the authority to waive the single meter per unit policy on a case-by-case basis according to the following standards:

1. Mesa Water’s policy of appropriate distribution of costs to all consumers still applies. For example, regardless of whether a party occupies the traditional single-family residence or occupies a condominium unit, the same Basic Charge, plus the cost of the water would apply.

2. A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

3. In addition, Mesa Water® shall require a letter signed by the appropriate officer or agent stating that the appropriate entity accepts full responsibility for payment of all water bills, and that in the event of transfer of ownership, the new Owner(s), or Owners association, accepts full responsibility for payment.

The District Engineer shall review each case and make recommendations to the General Manager. The General Manager shall report to the Board about each variance granted, the location, Owner and conditions.

4.2.8.2 Master Meter Policy

Mesa Water® recognizes that there may be local and individual conditions that make individual metering not feasible as follows:

• Residential meter installations of 30 or more meters located on a manifold within the public right-of-way
• Conflicts with existing infrastructure that would result in non-traditional meter installations
• Commercial complexes with continuously changing tenants

In such cases the Board delegates to the General Manager the authority to waive the single meter per unit policy on a case-by-case basis according to the following standards:

1. Mesa Water’s policy of appropriate distribution of costs to all consumers still applies. For example, regardless of whether a party occupies the
traditional single-family residence or occupies a condominium unit, the same Basic Charge, plus the cost of the water would apply.

2. A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

3. A development shall be billed on the greater of the following: the Capacity Charge based upon actual meter size, or number of individual units multiplied by the Capacity Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

4. In addition, Mesa Water® shall require a letter signed by the appropriate officer or agent stating that the appropriate entity accepts full responsibility or payment of all water bills, and that in the event of transfer of ownership, the new Owner(s), or Owners association, accepts full responsibility for payment.

The District Engineer shall review each case and make recommendations to the General Manager. The Board of Directors will be notified through the Developer’s Status Report when a master meter has been installed. Documentation for waiving the single meter unit policy will be kept in the project file.

4.2.9 Submetering and Prohibited Practices

4.2.9.1 Application

This rule pertains to all Customers located within Mesa Water’s service boundaries to which Mesa Water® provides water service. For purposes of this rule, multi-family residential units shall mean two or more residential units served from one water meter.

4.2.9.2 Prohibited Practices

In the case of multi-family residential units, mobile home parks and commercial locations that install or utilize submeters or a submetering system in order to allocate the costs of water to tenants, subtenants, lessees or similar persons or parties, the following practices shall be prohibited (unless authorized in advance in writing by the Board, or by the General Manager at the direction of the Board):

1. No Customer, or contractee with a Customer, shall represent to any submetered tenant, subtenant, lessee or similar person or party that such Customer (or such contractee) is a provider of water service or water services; and

2. No Customer, or contractee with a Customer, shall terminate, or threaten to terminate, water service to any submetered tenant, subtenant, lessee or similar person or party by reason of non-payment of any allocated costs.
for water.

A Violation of this rule occurs whenever Mesa Water® becomes aware of a Violation of Rule 4.2.9.2 (1) or 4.2.9.2 (2), as set forth above. Upon Mesa Water® becoming aware that such a Violation has occurred, Mesa Water® shall provide written notice to the Customer of Record to cure such Violation, and the notice shall include; (1) a statement of the nature of the Violation, (2) the date upon which Mesa Water® became aware of the Violation, and (3) a date by which the Customer of Record shall cure such Violation. If such Violation is not cured by the date stated in the notice, the provisions of Rule 2.7 of Mesa Water’s Rules and Regulations shall apply. Any such Violation shall be reported by the General Manager to the Board of Directors, in writing, together with a description of the action(s) taken to compel enforcement of these Rules and Regulations as soon thereafter as shall be practical.

Customers of Record that have submeter systems attached to Mesa Water’s water system shall comply with all applicable laws, statutes and regulations of the State of California and the city in which they are located, or the County of Orange, as applicable.

Mesa Water® encourages efforts, including submetering, that supports and promotes the efficient use of water within its service boundaries; however, Mesa Water® does not encourage, favor, or support any submetering system or process that is used to generate revenue(s) over and above the fair and reasonable cost of installation of such system, fairly allocated costs of water, and reasonable administrative costs.

4.2.10 Automatic Fire Sprinkler Service Connections

When an automatic fire sprinkler service connection (AFSSC) is installed, the control valve will be left closed and sealed until a written order to turn on the water is received by Mesa Water® from the Customer of Record.

After an AFSSC is activated, Mesa Water® shall not be liable for damages of any kind whatsoever that may occur on or to the premises served, due to the installation, maintenance, or use of such AFSSC, or due to pressure fluctuations or interruption of water supply.

Should the Customer request an AFSSC be shut off, Mesa Water® must receive, in advance of the shut off, a written order from the Customer of Record and written approval from the appropriate fire department or authority.

Water is not to be used through an AFSSC for any purpose other than the extinguishing of fires, or a purpose related thereto. Mesa Water® shall have the right to shut off the entire supply of water to the premises through the AFSSC when improper use occurs or for nonpayment of bills. Mesa Water® will notify the appropriate fire department or authority prior to any such termination.

Should water be used through an AFSSC for an unauthorized purpose, the Customer of Record shall be charged for the unauthorized taking of water in accordance with the
Water Rate and Charge Schedule.

4.2.10.1 Down–Stream Residential Fire Sprinkler Systems

Certain residential dwelling units located within Mesa Water’s service area may have installed, or may in the future install, fire sprinkler systems that are connected down-stream of Mesa Water’s service meter (Point of Ownership) (for purposes of this Section, a “System”). Mesa Water® hereby provides notice that it is not responsible, and assumes no liability of any kind, for the installation, ownership, operation or use of any such System. The provisions of Sections 2.4 and 2.5 of these Rules and Regulations shall apply to any such System. Mesa Water® expressly declines to provide, or guarantee, any particular water service, or pressure, to a Mesa Water® Customer, or customer account, that has such a System, and no contractual obligation therefore shall arise, whether through a Water Service Agreement or otherwise, without the express prior written agreement of the Board. Mesa Water® assumes no liability whatsoever for any injuries or damages, of whatever nature, that arise or occur based on the installation, ownership or use of any such System. The provisions of this Section shall be in addition to, and not in derogation of, Mesa Water’s statutory protections applicable to such matters.

4.2.11 Fire Hydrant Installation

The appropriate fire department or authority having jurisdiction shall designate the size and location of all fire hydrants to be installed. Fire hydrants shall be installed in the parking and/or sidewalk area adjacent to the curb within the public right of way. Residential and commercial developments requiring fire hydrants shall be considered private fire hydrants. Mesa Water® shall not be responsible for maintaining or relocating private fire hydrants. Upon request and approval by the appropriate fire agency Mesa Water® will change the location of fire hydrants owned and operated by Mesa Water® when necessary. At the sole cost of the property Owner, Mesa Water® may relocate a public fire hydrant with approval from the appropriate fire protection authority.

4.2.12 Water Main Extensions

Mesa Water® will extend its water distribution Mains to individual developers at the expense of the property Owner. If Mesa Water® deems it necessary to install larger Mains for future use; Mesa Water® will bear the costs of such over sizing.

4.2.13 Benefited Property Agreement

In the event that a Mainline extension or a new Mainline will benefit adjacent properties, at its discretion, Mesa Water® may enter into a benefited property agreement with developer(s) of the adjacent properties. All terms and conditions of such a benefited property agreement will be subject to approval by the Mesa Water® Board of Directors.
4.2.14 Regulation of Booster Pumps

When it becomes necessary, due to low water pressure or special operating conditions, to install a booster pump on the service to any premise, such pump shall be equipped with a low pressure cut-off switch designed to shutoff the pump when a water pressure on the inlet side is 25 pounds per square inch gauge (PSIG) or less. It shall be the duty of the Customer of Record to maintain the cut-off device in proper working order and certify to Mesa Water®, at least once a year, that the device is operable. A person deemed competent by Mesa Water® shall execute low-pressure cut-off device certification.

4.2.15 Acceptance of Easements

Subject to the provisions of this Section 4.2.15, Mesa Water® requires that all facilities to convey potable and Recycled Water to Customers be installed in the public right-of-way. Mesa Water® shall not accept facilities, constructed on private property. However, the District Engineer and General Manager will consider the acceptance of an easement and water facilities under the following conditions:

1. **Closed or Dead End Layout**: Developments that contain a closed or dead-end layout that could result in substandard water quality as determined by the District Engineer; and/or
2. **Multiple Unit Developments**: Developments with 30 or more individually owned units requiring large Mainline construction as determined by the District Engineer.

The above conditions shall be at the discretion of the District Engineer and General Manager and subsequent approval of the Board of Directors. Acceptance of an easement by Mesa Water® shall include, but not be limited to, the following criterion:

1. **Points of Connection**: Customer shall establish a minimum of two points of connection Mesa Water’s Mainline system as determined by the District Engineer.
2. **Easement Preparation & Costs**: Easements shall be designed by the customer at their costs and be certified by a California Registered Professional Land Surveyor. Easement documents shall be submitted to and approved by the Mesa Water® Board prior to meters being approved for installation.
3. **Easement Requirements**: A 15 feet easement (7.5 feet each side of Main) shall be granted to Mesa Water® for Mainlines and five feet for water services (2.5 feet each side of the service). Easements shall include within the boundaries Mainlines, service laterals, fire hydrants and water meters.
4. **Water System Repair & Maintenance Responsibilities**: Mesa Water® shall not be responsible for replacing decorative concrete, pavers, block walls, fences, grass, rock, irrigation systems or other appurtenances within the boundaries of a granted easement as a result of standard maintenance or emergency repair work. Mesa Water® shall use asphalt paving to repair maintenance work performed within the easement and only over the location of repair. Mesa Water® shall not be responsible for any cost over the cost of replacing the asphalt pavement. This requirement shall be written into the easement document.

5. **Water System Design Requirements**: Mesa Water® reserves the right to determine the location of Mains, services, meters and other appurtenances within the private development.

6. **City of Costa Mesa Private Gate Wavier**: Customers shall not apply to the City or construct a privately gated community. This condition must be written into the easement document and a letter from the City received designating their agreement.

7. **Hold Harmless Agreement**: The Customer shall execute Mesa Water’s hold harmless agreement indemnifying Mesa Water® with any existing or future damage caused by Mesa Water’s facilities.
SECTION 5 - TEMPORARY WATER SERVICES

5.1 TEMPORARY CONNECTIONS

On a case–by–case basis, Mesa Water® will allow the use of temporary connections to Mesa Water’s water system when water service is needed only for construction purposes. Mesa Water® reserves the right to require the Applicant to use an existing service connection whenever feasible.

Mesa Water® reserves the right at any time to set a meter on any temporary service connection and collect the required deposits, and thereafter charge the regular metered rate for the kind of service to be rendered.

All meters set on temporary service connections will be read by Mesa Water® on a monthly basis, and all temporary service accounts will be billed monthly.

5.2 HYDRANT METERS

Water may be procured from fire hydrants for construction or other purposes only in the manner prescribed in these Rules and Regulations for Water Service. When water is to be procured from a fire hydrant, the Applicant shall sign a Rules For Hydrant Meters For Construction Water Service form and also a Hydrant Meter Activity Report and Permit, wherein the Applicant shall specify the location of the fire hydrant to be used, the anticipated length of use and shall agree to make the required deposit to Mesa Water®. Copies of both forms shall be issued to the Applicant and shall constitute authority to procure and make such limited use from the fire hydrant therein designated, through a Mesa Water® supplied hydrant meter.

Only Mesa Water® personnel are allowed to install or remove fire hydrant meters, which shall be subject to the approval of Mesa Water’s Customer Services Manager. Private hydrants are not available for use with Mesa Water® hydrant meters Prior to installation of such meter, the permit holder must pay an installation fee in accordance with the Water Rate and Charge Schedule and Mesa Water’s policy DS-009 Hydrant Meters. The permit holder is required to give Mesa Water® at least one business day (24 hours) notice when requesting the installation (set up) or pick up of a fire hydrant meter.

Only Mesa Water® personnel may relocate a fire hydrant meter. The permit holder must give Mesa Water® at least one business day (24 hours) notice when requesting fire hydrant meter relocation. Relocation will only be performed by Mesa Water® personnel during normal business hours and relocation fee will be assessed in accordance with the rates listed in the Water Rate and Charge Schedule.

The permit holder is responsible for paying the costs of repairing any damages to the fire hydrant meters or hydrants. These costs will be the actual cost of repairs plus Mesa Water’s full labor overhead rate.
SECTION 6 - CROSS CONNECTION AND BACKFLOW PREVENTION

6.1 INTRODUCTION

Mesa Water® recognizes that it has a responsibility to take all reasonable precautions to protect the public water supply. Thus, in the exercise of this responsibility, Mesa Water® must take all reasonable precautions to protect Mesa Water's water system from the hazards originating on the premises of its Customers that may degrade the water in Mesa Water's water system.

To affect such precautions, Mesa Water®, has adopted these Rules and Regulations pursuant to the State of California Administrative Code, Title 17 - Public Health entitled "Regulations Relating to Cross Connections."

In addition to Mesa Water's Rules and Regulations for Water Service, the Customer must comply with Public Law 99-339 - the Safe Drinking Water Act and its amendments, all state and local regulations including but not limited to Title 17 - Regulations Relating to Cross Connections, and the latest edition of the Manual of Cross Connection Control from the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California.

These Rules and Regulations were written to assist Mesa Water® in safeguarding Mesa Water's Potable Water supply. Mesa Water® cannot, and will not, be held liable for actions by others that are beyond Mesa Water's control, including, but not limited to, willful sabotage, deceptive or fraudulent activities and acts of nature. These Rules and Regulations do not provide regulatory measures for protection of water users from the hazards of Cross Connection within the water users own premises.

6.2 GENERAL PROVISIONS

6.2.1 Protection

Protection shall be accomplished by isolating within the premises, any and all used, degraded, contaminated or polluted water or other liquids, mixtures or substances. Mesa Water® recognizes that there are varying degrees of potential and actual hazards; consequently, the degree of protection shall be commensurate with the degree of hazard.

6.2.2 Backflow Prevention Devices

Backflow prevention devices shall be provided and maintained by the Applicant, Owner or Customer of Record at his/her expense. Such devices shall be located on the premises of the property served and shall not be installed on Mesa Water's portion of the water system. All such devices shall be readily accessible for testing and maintenance and no device shall be submerged at any time or exposed to Recycled Water, Direct Overspray or Runoff at any time.
From time to time, representatives of any health agency having jurisdiction and/or Mesa Water® may conduct surveys of any premises where Recycled Water Service is provided by Mesa Water®. The purpose of such surveys is to determine if any actual or potential cross-connections exist. The applicant, Owner or customer shall provide reasonable cooperation in facilitating such surveys.

The type of backflow protection required is related to the degree of hazard that exists on the premises served. The type of backflow protective device that may be required (listed in increasing level of protection) includes Double Check Valve (DCV), Reduced Pressure Principle Device (RPP) backflow, and an Air Gap Separation (AG). The Applicant may choose to install a device with a higher level of protection than required by Mesa Water®. The minimum types required, relative to various situations shall be as required by California Administrative Regulations, Title 17, or to the extent not covered thereby, as determined by Mesa Water® and/or applicable regulatory agency.

It shall be the responsibility of the Applicant on any premises on which backflow prevention device(s) are installed to have competent inspections made at least once a year, or more often in those instances where successive inspections indicate repeated failure.

6.2.3 Unprotected Cross Connections

Unprotected Cross Connections to the public water supply are prohibited.

6.2.4 New Service Requests

Mesa Water® shall review all requests for new service to determine if backflow protection is needed. Plans and specifications must be submitted to Mesa Water® for review of possible Cross Connection hazards as a condition of service for new service connections.

6.2.5 Protection Required Before Granting Service

Whenever backflow protection is found necessary, Mesa Water® will require the Customer of Record or Applicant to install an approved backflow prevention device at the Customer’s expense for continued services or before a new service is approved.

6.2.6 Protect All Water Lines

Wherever backflow protection is necessary on a water supply line entering a Customer’s premises, any and all water service lines from Mesa Water’s Mains entering such premises, buildings or structures shall be protected by an approved backflow prevention device. The type of device to be installed will be in accordance with the requirements of these Rules and Regulations.
6.3 WHERE PROTECTION IS REQUIRED

6.3.1 Premises Having an Auxiliary Water Supply

Premises that have an auxiliary water supply shall be protected against backflow of water from the premises into the public water system, unless the auxiliary water supply is accepted as an additional source by Mesa Water® and is approved by the public health agency having jurisdiction.

6.3.2 Premises Handling Processed Water

Premises, on which any substance is handled in such fashion that it may allow its entry into the water system, shall be protected against backflow of the water from the premises into the public water system. Such substances include, but are not limited to, the handling of processed waters and waters originating from the Mesa Water® water system subjected to deterioration in sanitary quality.

6.4 PREMISES HAVING OR POSSIBLY HAVING CROSS CONNECTIONS

Premises that have any one of the following shall be protected against backflow of the water from the premises into the public water system:

1. Internal Cross Connections;
2. Intricate plumbing and piping arrangements susceptible to Cross Connection; or
3. Where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not Cross Connections exist.

6.5 TYPE OF PROTECTION

6.5.1 Type of Backflow Device

The type of approved backflow prevention device shall depend upon the degree of hazard. The decision as to when, where and which device to be used shall be made at the discretion of Mesa Water® and shall depend upon the facts of each particular situation.

In determining the degree of hazard and the type of approved backflow device required, the following principles shall apply:

6.5.1.1 Health or System Hazard

An approved air-gap separation or an approved reduced pressure principle backflow
prevention device shall be used where there is an existing or potential health or system hazard.

6.5.1.2 Pollution Hazard

A reduced pressure principal (RPP) backflow prevention device is to be used where there is an existing or potential pollution hazard only.

6.6 APPLICATION

6.6.1 Structures of More Than Two Stories in Height

At the service connection to any premises, where there are more than two stories in height above the service connection, an approved backflow prevention device shall protect the Mesa Water® supply. Devices may be required for residential buildings on a case–by–case basis and remodels requiring fire sprinkler protection systems.

6.6.2 Recirculating Water

At the service connection to any premises containing recirculating water systems (hot or cold), the Mesa Water® water supply shall be protected by an approved backflow prevention device.

6.6.3 Five or More Units

At the service connection to any premises where there are multiple units or dwellings that have five or more individual units being serviced through one metering system, the Mesa Water® supply shall be protected by an approved backflow prevention device.

6.6.4 Health or System Hazard from Auxiliary Water Supply

At the service connection to any premises, where there is an auxiliary water supply that may constitute a health or system hazard, an approved air-gap separation or an approved reduced pressure principle backflow assembly, or both, shall be installed.

6.6.5 Sewage and Storm Drain Facilities

At the service connection to any wastewater treatment plant, wastewater pumping station or storm water pumping station, the Mesa Water® water supply shall be protected by an approved air-gap separation. All piping between the meter and the receiving vessel shall be entirely visible. If, in the opinion of Mesa Water®, an air-gap separation provides insufficient protection, Mesa Water® may require installation of an additional approved backflow prevention device(s).
6.6.6 Hospitals, Mortuaries, Etc.

At the service connection to hospitals, medical and dental buildings, mortuaries and other premises where special hazards exist, the Mesa Water® water supply shall be protected by an approved reduced pressure principle backflow prevention assembly.

6.6.7 Commercial or Industrial Buildings

At the service connection to any premises containing commercial or industrial buildings subject to varying and unknown use, the Mesa Water® water supply shall be protected by an approved backflow prevention device.

6.6.8 Fireline Services

Approved Double Check Detector Assembly (DCDA) shall be installed on all fireline services, except where, in the opinion of Mesa Water®, the DCDA does not provide sufficient backflow protection. In this case, Mesa Water® will require the installation of an approved Reduced Pressure Principle Detector Assembly (RPDA).

6.6.9 Irrigation Services

Meters serving only irrigation systems shall be protected by an approved reduced pressure principle backflow prevention device.

6.7 INSTALLATION

6.7.1 Only Mesa Water® Approved Devices

Only backflow prevention devices that have been approved by Mesa Water® and the CDPH Office of Drinking Water shall be acceptable for installation on a service connection. Upon request, Mesa Water® will provide a list of approved backflow prevention assemblies.

6.7.2 Installation Specifications

Backflow prevention devices shall be installed in a manner prescribed in Section 7603, Title 17 of the California Administrative Code and they shall be installed on the Customer's side of, and as close to the service connection as is practical. The device shall be installed a minimum of 12 inches and a maximum of 36 inches above final grade measured from the concrete pad to the bottom of the device and with a minimum of 12 inches clearance on either side. The device shall be installed so that it is readily accessible for maintenance and testing. Mesa Water® shall have the final authority in determining the required location of a backflow prevention device.
6.7.3 Replacement of Obsolete Devices

The Customer of Record must replace obsolete backflow prevention devices when notified by Mesa Water® that the device is no longer appropriate or acceptable. An obsolete device may be upgraded provided that a factory manufactured upgrading kit is available. The upgraded backflow prevention device must be approved by Mesa Water® and the California Department of Health Services Office of Drinking Water.

6.7.4 Testing New Devices

As soon as the installation of the backflow prevention device has been completed, the Customer of Record shall have the device tested by a certified tester, and submit the test results to Mesa Water® within ten days of the test date. An Orange County Health Department approved list of local certified testers may be obtained at Mesa Water’s offices.

6.7.5 Right to Reject

Mesa Water® reserves the right to reject any installation or device.

6.7.6 Potable Water Plumbing

In September 2006, the State Legislature passed Assembly Bill 1953 prohibiting the use of any pipe, pipe or plumbing fitting or fixture, solder or flux that is not lead free in the installation or repair of any fixture intended to convey or dispense water for human consumption. The prohibition has been in effect since January 1, 2010. All Potable Water facilities shall be provided with materials that meet the lead free requirements as defined in AB 1953, and certified by an independent American National Standards Institute (ANSI) accredited third party, including but not limited to, NSF International, as being in compliance with Section 116875 (g) of the Health and Safety Code as amended by AB 1953. Each shipment shall contain a copy of the certification that the item is lead free as defined by AB 1953.

6.8 INSPECTION AND TESTING

6.8.1 Original Test

All backflow prevention devices shall be inspected, tested and certified as operational when the device is originally installed or relocated or repaired. All tests shall be conducted by a certified tester who shall prepare a report certifying that the device has been tested and is operating satisfactorily.

6.8.2 Annual Test by Certified Tester

At the expense of the Customer of Record, all backflow prevention devices shall be inspected, tested and certified as operational at least once a year. All tests shall be
conducted by a certified tester who shall prepare a report certifying that the device has been tested and is operating satisfactorily.

6.8.2.1 First Notification

Mesa Water® will notify the Applicant, Owner, or Customer(s) when their annual testing is required and also supply them with the necessary form(s) that must be filled out each time a Backflow Prevention Device is tested or repaired. Such notice will include the date by which the test must be completed, (generally 30 days after the date of the notice). Copies of the completed forms shall also be sent to the local regulatory agency (OCHCA). The Applicant, Owner, or Customer shall notify Mesa Water® any time a device is repaired, replaced or relocated. A Backflow Prevention Device shall be repaired or replaced by, and at the expense of the applicant, whenever it is found to be defective. Records of all such tests and repairs shall be submitted to Mesa Water® with 10 days and maintained by the applicant.

6.8.2.2 Shutoff Notification

A shutoff notice shall be sent to each Customer of Record who does not have the backflow prevention device tested within the 30-day period as prescribed in the first notice. The shutoff notice will give the Customer of Record a two-week period to have the applicable backflow prevention device tested. If no action is taken within such two-week period, Mesa Water® may terminate water service to the Customer’s premises until the subject device is scheduled for testing and testing company calls in to restore water service.

6.8.2.3 Customer of Record’s Responsibility

The Customer of Record shall cause annual tests to be made of the device at the expense of the Customer of Record. Defective devices shall be repaired, overhauled or replaced immediately at the expense of the Customer of Record. As a courtesy Mesa Water® provides a notice of annual testing, but failure to receive such notice shall not relieve the Customer of Record of requirements under this section.

6.8.2.4 Reports

Reports of inspections, tests, repairs, overhauling of the device and corrections made shall be submitted to Mesa Water® within ten days of the test date by the certified tester. Such reports shall be submitted to Mesa Water® on forms supplied by Mesa Water®.

6.8.3 Random Tests and Inspections of Devices

Mesa Water® will maintain a program of random or spot testing of various backflow prevention devices at no cost to the Customer of Record. This testing may be done at the time of installation and periodically thereafter. This testing will in no way relieve the
Customer of Record from responsibility for maintaining functional devices, but will serve to help assure that the program is serving its intended purpose.

6.8.4 On-Premise Inspection by Mesa Water®

Mesa Water® may, at its discretion, require an on-premises inspection for Cross Connection hazards on any property to which it serves water. Mesa Water® will transmit a written notice requesting an inspection appointment to each Customer of Record. Any Customer or Customer of Record who cannot or will not allow an on-premise inspection of the piping system shall be required to install any backflow prevention device that Mesa Water® considers necessary.

6.8.5 More Frequent Inspection

Where successive annual reports indicate defective operation of a backflow prevention device, Mesa Water® may require more frequent inspections and/or require replacement of the device.

6.8.6 Duty of Tester

The certified tester shall be responsible for the competency of inspections, corrective actions and the accuracy of reports required under this Section and Mesa Water’s code of conduct for backflow assembly testers.

6.8.7 Testing Methods

Test results of backflow prevention devices will only be accepted if performed in accordance with the methods used by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California and County of Orange/Health Care Agency/Environmental Health.

6.9 ENFORCEMENT

6.9.1 New Service Connections

No new service connections shall be completed, nor meters installed, until all provisions of Mesa Water’s Rules and Regulations for Water Service have been satisfied.

6.9.2 Existing Service Connections

Existing service connections shall comply with all provisions of Mesa Water’s Rules and Regulations for Water Service. If it is found that the service is out of compliance, the service will be brought into compliance with all provisions of Mesa Water’s Rules and Regulations for Water Service when the Customer of Record is notified by Mesa Water®. Failure to comply shall result in termination of water service.
6.9.3 Termination of Water Service

Mesa Water® may immediately discontinue service to any premises where an actual or potential Cross Connection or other hazard to Mesa Water's water supply is found to exist. Any Customer who violates any of the provisions of these Rules and Regulations or alters, bypasses or renders inoperative, or removes any installed backflow prevention device, or fails to test the device as required, shall be subject to immediate termination of water service.

6.9.4 Civil and Criminal Actions

Violation of these Rules and Regulations may constitute a public nuisance within the meaning of Health and Safety Code Section 4036 and Penal Code Section 372. Violators may be subject to civil actions for abatement and/or damages (Civil Code Section 3479, et seq.) and Criminal Penalties of up to $500 or both (Penal Code Section 29). Customers may also be assessed a fine of $500 per day by Mesa Water® for Violation of Mesa Water's Rules and Regulations for Water Service.

6.9.5 Onsite Irrigation Systems

For onsite irrigation systems, Mesa Water® will focus its review on the identification requirements and any other specific items that are specified by these Rules and Regulations. The character and quality of the materials used for the irrigation system will be the responsibility of the design engineer and/or applicant of the property.

The Contractor shall furnish Mesa Water® with such information, as it may desire, regarding the character and quality of materials used. When requested by Mesa Water®, the Contractor shall submit a certification that the product meets the requirements of these Rules and Regulations.

The onsite irrigation system shall be tested as required by the design engineer and/or landscape architect for the applicant of the property and as is required by the local governing codes, rules, and regulations.

6.10 GENERAL TESTING

6.10.1 Offsite Facilities

Prior to final acceptance by Mesa Water®, all offsite water and Recycled Water Facilities that will be ultimately be owned by Mesa Water® shall pass all testing requirements specified within the Mesa Water’s Standard Specifications. All testing shall be conducted in accordance with the Mesa Water’s Standard Specifications. The tests shall be conducted by the contractor in the presence of the Mesa Water® Inspector. The scheduling of these tests shall be the responsibility of the contractor. The contractor shall provide adequate resources.
Upon the successful completion of the required testing, Mesa Water® shall perform the final inspection in accordance with the Mesa Water’s Standard Specifications. All identification requirements will be reviewed and field inspected. Mesa Water® will note all required corrections in the form of a punch list issued to the contractor. Final acceptance of the Offsite Facilities will not be authorized until all corrections are made to the satisfaction of Mesa Water®.

6.10.2 Onsite Facilities

Prior to final acceptance by Mesa Water®, all Onsite Recycled Water and Potable Water Systems shall pass an operational test within 30 days of the completed irrigation system installation. The test shall be conducted by the contractor in the presence of Mesa Water® Inspector. The scheduling of these tests shall be the responsibility of the Contractor. The Contractor shall provide adequate resources.

Mesa Water® shall note all required corrections in the form of a punch list issued to the Contractor. Regular service startup shall not be authorized until all corrections are made to the satisfaction of Mesa Water®. Punch list is valid for 30 days only.

6.11 TERMINATION

6.11.1 Basis for Termination of Water Service

In the event of contamination or pollution of Mesa Water’s Potable Water System due to a cross-connection on premises to which the Mesa Water® system is connected, the local health officer and Mesa Water® shall be promptly advised by the person responsible for the water system so that appropriate measures may be promptly taken to mitigate the contamination or pollution. When Mesa Water® determines that water uses or conditions encountered by Mesa Water® represent a clear and immediate hazard to Mesa Water’s water supply that cannot be immediately abated, Mesa Water® shall institute the procedure for discontinuing water use as set forth below. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following:

1. Refusal to install a required backflow prevention device.
2. Refusal to test a backflow prevention device.
3. Refusal to repair a faulty backflow prevention device.
4. Refusal to replace a faulty backflow prevention device.
5. Direct or indirect connection between Mesa Water’s water system and a sewer line.
6. Unprotected direct or indirect connection between Mesa Water’s water
system and a system or equipment containing contaminants.

7. Unprotected direct or indirect connection between Mesa Water’s water system and an auxiliary water system.

8. A situation that presents an immediate health hazard to Mesa Water’s water system.


6.11.2 Termination Procedures

For conditions 1 through 4 stated in Section 6.11.1, Mesa Water® will terminate service to a Customer's premises after two written notices have been sent specifying the corrective action(s) needed and the time period in which it must be taken. If no action is taken within the allowed time period, water service may be immediately terminated without further notice.

For conditions 5 through 9 stated in Sections 6.11.1 Mesa Water® will make a reasonable effort to advise the Customer of the intent to terminate water service before termination.

6.11.3 Restoration of Water Service

Water service shall not be restored until all identified hazards are eliminated and/or all violations have been corrected to the satisfaction of Mesa Water®. Nor shall water service be restored until Mesa Water® has received reimbursement for any costs incurred in terminating the water service and advance payment for the cost of service restoration. All costs will be in accordance with the fees specified in the Water Rate and Charge Schedule.
SECTION 7 - RESOURCE EFFICIENCY/WATER WASTE PROHIBITION

As a signatory of the California Urban Water Conservation Council’s (Council) Memorandum of Understanding Regarding Urban Water Conservation in California (MOU), Mesa Water® is dedicated to promoting and implementing the efficient use of water.

Mesa Water® has adopted a Permanent and Emergency Water Conservation Program(s) that includes permanent water-waste prohibitions, escalating water restrictions to be implemented over water supply shortage conditions, penalties and violations, and other general provisions. The permanent water-waste restrictions include primarily behavioral measures such as limiting irrigation times, prohibiting the washing of paved surfaces, and controlling excessive Runoff.

The Permanent and Emergency Water Conservation Program(s) can be obtained on the District’s website at MesaWater.org or upon request by calling (949) 631-1200.
SECTION 8 - RECYCLED WATER SERVICE

8.1 INTRODUCTION

It is Mesa Water’s desire to promote conservation of water resources. Whenever possible, Recycled Water Service by Mesa Water®, as an agent of and on behalf of Orange County Water District, may be made available to Customers of Mesa Water®.

When Recycled Water Service is available at a reasonable cost, as a condition to receiving water service, Mesa Water® shall require, pursuant to California Water Code Sections 13550 and 13551, the Applicant, Owner or Customer to accept and use Recycled Water in lieu of Potable Water for legally permissible uses, as determined by Mesa Water®. Mesa Water® additionally may require an Applicant, Owner or Customer to install or pay for the installation of Recycled Water Service lines, service connections, meters, backflow prevention devices and any and all other appurtenances to a service in compliance with Mesa Water’s Rules and Regulations for Water Service.

In most instances where service is desired for the purposes of landscape irrigation, industrial water use or other non-potable use, it is the general intent of Mesa Water® to provide Recycled Water in lieu of Potable Water. However, the General Manager of Mesa Water®, on a case–by–case basis, must approve each use. Mesa Water® may determine, at its discretion, whether it is necessary or desirable to furnish Potable Water at the Potable Water rate, either on a permanent basis or on an interim basis.

Determinations on the specific, allowable uses of Recycled Water shall be in accordance with the standards of treatment and water quality requirements set forth in Title 22, California Code of Regulations, Chapter 3, Water Recycling Criteria, and with the intent to protect the public health. In addition, each use shall be subject to the availability of facilities and the feasibility of making such facilities available.

8.2 GENERAL PROVISIONS

8.2.1 Specific Authority

The Recycled Water User shall comply with these Rules and Regulations as well as, but not limited to, all applicable state, federal and local governing codes, rules and regulations, regardless if the above mentioned section(s) specifically refer to Recycled Water or Recycled Water Service. Mesa Water® reserves the right, at its discretion, to determine the applicability of a specific rule, regulation or other provision.

8.2.2 Enforcement

Mesa Water® shall enforce these Rules and Regulations in all matters concerning the use of any Recycled Water and/or Recycled Water Service within Mesa Water’s service area. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection and/or discontinuance of Recycled Water and/or Recycled
Water Service provided by and set forth in these Rules and Regulations shall apply with equal force and effect to any person, persons or firm, public or private. There shall be no deviation from these Rules and Regulations except upon authorization by the General Manager, who will act at all times within any and all appropriate regulatory agency constraints.

8.2.3 Amendments

These Rules and Regulations may be amended by Board action at any regular or special meeting for cause determined by the General Manager and without the approval of any user or Owner. Moreover, any amendments so made shall be incorporated immediately by these regulations and will be administered accordingly. Insofar as these regulations are based upon portions of the California Code of Regulations, Title 17 and Title 22, to the extent such State regulations are amended, these Rules and Regulations shall be deemed to have been amended in a corresponding manner and/or form.

8.2.4 Federal, State and Local Authority

All Onsite Facilities shall be designed to meet the standards of all applicable federal, state and local governing codes, rules and regulations.

8.2.5 Precedence

These Rules and Regulations shall take precedence when requirements contained herein are more stringent than those specified in federal, state or local governing codes, rules and regulations.

8.2.6 Service Area

The regulations set forth in this section pertain to Recycled Water Service to lands and/or improvements within the legal boundaries of Mesa Water’s service area unless otherwise stated. Legal boundaries include, but are not limited to, most of the City of Costa Mesa Water®, parts of the City of Newport Beach and some unincorporated county area, including the John Wayne Airport area. Mesa Water’s service area may be subject to future changes.

8.2.7 System Responsibility

All Offsite Facilities within Mesa Water’s service area are the responsibility of Mesa Water® and shall be under the management and control of Mesa Water®. Only Mesa Water® and those authorized by Mesa Water® shall have any right to operate the Offsite Facilities and related property in any manner. Mesa Water® shall be responsible for the operation of the Offsite Facilities and distribution system within Mesa Water’s service area and for the surveillance of all Recycled Water Users within Mesa Water's service area. Mesa Water® shall not be responsible for the quality assessment of
Recycled Water as it relates to compliance with requirements of the Appropriate Regulatory Agencies.

8.2.8 Protection of Public Health

Mesa Water® reserves the right to take any action(s) with respect to the operation of the Recycled Water System and to take such action(s) at such time as it deems proper to safeguard public health.

The Appropriate Regulatory Agencies have independent authority and responsibility to protect public health and may take action at such time as deemed proper to safeguard public health.

8.2.9 Authorized Uses

This section of the Rules and Regulations address the application of Recycled Water for irrigation and Construction Use. Other proposed uses will be reviewed on a case-by-case basis by Mesa Water® and the Appropriate Regulatory Agencies. In all cases, Mesa Water’s approval of any proposed use will be contingent upon the proposed use being acceptable to the Appropriate Regulatory Agencies. Only those uses specified in the User Agreement or Water Service Agreement are uses authorized by these Regulations.

8.2.10 Approved Use Areas

The Rules and Regulations for Recycled Water pertain to Recycled Water Service to land or improvements, or both, lying within the boundaries of Mesa Water® and within the areas where Recycled Water facilities are available. If Mesa Water® has determined that Recycled Water shall be provided in accordance to the requirements contained in this Section; such service shall be provided only if a permit for such Recycled Water Service is obtained in the manner hereinafter provided.

The acceptable uses of Recycled Water for irrigations purposes include any of the following:

- Parks, greenbelts, and playgrounds
- School yards
- Athletic fields
- Golf courses
- Cemeteries
- Residential landscaping, common areas (individual owned residences are not eligible under the Orange County Water District Discharge Permit)
- Commercial landscaping, except eating areas
- Industrial landscaping, except eating areas
- Freeway, highway and street landscaping
• Agricultural irrigation
• Firefighting (only with special approval)
• Construction Use (soil compaction, dust control, etc.)
• Groundwater recharge (case–by–case basis)

Each such use must be considered for approval by Mesa Water® on a case–by–case basis, and Mesa Water® may determine, in its sole discretion, whether it is feasible to furnish Recycled Water for the specific use involved. Prior to approving such uses, Mesa Water® may, in its sole discretion, set forth specific requirements as conditions to providing such services and/or require specific prior approval from the Appropriate Regulatory Agencies. Only those use areas specified in the User Agreement or Water Service Agreement are authorized areas for use of Recycled Water.

8.2.11 Design Approval

Prior to the construction of Onsite Facilities, in or on an Approved Use Area, that will use or receive Recycled Water; the design of such Onsite Facilities must be approved by Mesa Water®. Approval shall be obtained only through the procedure contained in these Regulations. Approval shall be contingent upon evidence that all applicable design requirements, including those contained within these Rules and Regulations, are satisfied.

8.2.12 Construction Inspection

Mesa Water® or its authorized agents may inspect the construction of Onsite Facilities that will use or receive Recycled Water to verify that such facilities are constructed in conformance with the approved Drawings and these Regulations.

8.2.13 Service Approval

Before Mesa Water® approves commencement of service for any facilities using Recycled Water, the Record Drawings of the facilities as constructed must be approved by Mesa Water®. In addition, the system must have passed tests for Cross Connections and proper operation under design conditions, in accordance with these Rules and Regulations and the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities, to the satisfaction of Mesa Water®.

8.2.14 Service Conditions

Mesa Water® reserves the right to control and schedule the use of Recycled Water if in the opinion of the General Manager, control and scheduling are necessary to maintain acceptable working conditions in the Offsite System. These and other service conditions contained in the Rules and Regulations will be administered by Mesa Water® at its discretion.
8.2.15 Rates, Fees and Deposit Schedule

All rates, fees and deposits regarding Recycled Water Service and respective administrative provisions, shall be fixed and established by the Board. All costs will be in accordance with the fees specified in the Water Rate and Charge Schedule.

8.2.16 Mesa Water® Limits of Responsibility and Liability

Mesa Water assumes no responsibility for the maintenance and/or operation of any Onsite Recycled Water System. Pursuant to the terms, which shall be set forth in all User Agreements or Water Service Agreements, the Owner shall assume all liability and responsibility and Mesa Water® shall be kept whole and blameless at all times in any claim resulting from matters involving quantities, quality, time or occasion of delivery, or any other phase of the maintenance, operation and service of the Owner's Onsite Facilities.

Mesa Water® will not turn on Recycled Water at any property unless the designated User Supervisor is onsite and available at the time.

Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in Recycled Water Service provided pursuant to these Regulations for reasons Mesa Water® deems an emergency or a matter of public health and safety. In addition, Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in Recycled Water Service provided pursuant to these Regulations for reasons that are beyond Mesa Water’s control.

8.2.17 Surveillance

It is the responsibility of the user to provide surveillance and supervision of the Onsite Facilities in a manner that assures compliance at all times with these Rules and Regulations. A User Supervisor shall be designated by the user and shall be approved by Mesa Water®. Mesa Water® shall provide surveillance and supervision of the Offsite Facilities for compliance with these Rules and Regulations. Moreover, Mesa Water shall, and reserves the right to, inspect on a regular basis the Onsite System and operations for conformance with these Rules and Regulations.

8.2.18 Contingency Reservations

If real or potential hazards are evidenced at any time during the construction or operation of any portion of the Recycled Water System or Onsite Facilities, Mesa Water® reserves the right, and shall have the authority to, terminate Recycled Water Service without notice to the user in the interest of protecting public health.
8.2.19 Specific Prohibitions

The following conditions are specifically prohibited. Should any such conditions occur at or on a location, Recycled Water Service may be terminated by Mesa Water® in accordance with Section 2.4.

8.2.19.1 Runoff Conditions

Conditions that directly or indirectly cause Recycled Water Runoff outside of or within the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized. The use of Recycled Water on water–saturated or frozen ground or during periods of precipitation such that Runoff is induced, is prohibited.

8.2.19.2 Ponding Conditions

Conditions that directly or indirectly cause a Ponding condition outside of or within the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized. Temporary Ponding in a vegetated area caused by draining of system or meter testing is allowed in Mesa Water® specified areas with prior Mesa Water® approval.

8.2.19.3 Direct Overspray Conditions

Any discharge of Recycled Water directly onto areas other than that within the Approved Use Area is strictly prohibited.

8.2.19.4 Windblown Overspray Conditions

Conditions that directly or indirectly permit windblown Recycled Water spray to pass outside of the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized.

8.2.19.5 Unapproved Uses

Use of Recycled Water for any purposes other than those explicitly approved in the currently effective User Agreement or Water Service Agreement without the prior knowledge and written approval of Mesa Water® is strictly prohibited.

8.2.19.6 Disposal in Unapproved Areas

Disposal of Recycled Water for any purposes, including approved uses, in areas other than those explicitly approved in the User Agreement or Water Service Agreement issued by Mesa Water® and without the prior knowledge and approval of Mesa Water®, and is strictly prohibited. Discharge of Recycled Water from flushing or draining of the recycled system shall be done either at the approved use site and in a manner that does not create Ponding or Runoff conditions, (See Section 8.2.19.2. “Ponding
Conditions” for special considerations) or to a sanitary sewer manhole, with the approval of the agency responsible for operation of such sanitary sewer. In no case shall the discharge of Recycled Water to a sanitary sewer cause the sewer to overflow or otherwise create a public health hazard or nuisance. Air gap protocol shall be applied.

The direct or indirect discharge from Approved Use Areas of Recycled Water to surface waters, either perennial or ephemeral, including wetlands, vernal pools, etc. is prohibited, unless otherwise authorized by an NPDES Permit.

8.2.19.7 Cross Connections

Cross connections between the Recycled Water System and the Potable Water System, whether by design, construction practices, or system operation is strictly prohibited.

8.2.19.8 Unprotected Drinking Fountains

Any and all drinking fountains located within the Approved Use Area, as designated in the currently effective User Agreement or Water Service Agreement, shall be protected from contact with Recycled Water, whether by Windblown Spray or by direct application through irrigation or other Approved Use. Lack of such protection, whether by design, construction practice, or system operation, is strictly prohibited.

8.2.19.9 Unprotected Public Facilities

Facilities that may be used by the general public, or onsite personnel, including, but not limited, to eating areas, eating surfaces/benches, pools, spas, hardscape, and playground equipment/play areas, and located within the Approved Use Area designated by the Use Agreement or Water Service Agreement, shall be protected by siting and/or a structure from contact with mist, Runoff or direct contact with Recycled Water. Lack of such protection is prohibited until review and concurrence by Mesa Water® and regulatory agencies on a case–by–case basis.

8.2.19.10 Hose Bibs

Installation of Hose Bibs on any Onsite System that presently operates or is designed to operate with Recycled Water, regardless of the Hose Bib construction or identification, is strictly prohibited unless the customer is a cemetery or an industrial facility with minimal public access or exposure.

8.2.19.11 Fire Hydrants

Use or installation of fire hydrants on any Onsite System that presently operates or is designed to operate with Recycled Water, regardless of the fire hydrant construction or identification, is strictly prohibited.
8.2.19.12 Domestic Wells

The application of Recycled Water within 50 feet of a domestic well, and impoundment of Recycled Water within 100 feet of a domestic well, unless approved by Mesa Water® and CDPH, is prohibited.

8.2.19.13 Hours of Operation

Irrigation with Recycled Water is restricted to particular hours that vary for the following Approved Use Areas:

- Turf areas and center street medians – between 10:00 p.m. and 6:00 a.m.
- Slopes and groundcover/shrub areas – any hour (if no potential for public contact)
- Golf courses – between 9:00 p.m. and 5:00 a.m.
- Golf courses – fill impoundments - between 5:00 a.m. and 6:00 p.m.

Potential public contact with Recycled Water shall take precedence over recycled watering schedules. Irrigation system runtimes shall be adjusted to minimize public contact with Recycled Water, on an individual lateral system basis. Mesa Water® shall require specific run times and durations where there is a history of public contact. Consideration shall also be given to allow maximum drying time prior to subsequent public use.

8.2.19.14 Water/Garden Hoses and Hose Appurtenances

Water/garden hoses and hose appurtenances utilizing Recycled Water shall be purple in color with heavy-duty brass fittings. Hoses shall be continuously imprinted with “Caution; Recycled/reclaimed Water – Do Not Drink” and rated at 150 psi working pressure. Hoses shall only be used for Recycled Water use. Use of such hoses for Potable Water use is strictly prohibited.

8.2.19.15 Recycled Water Impoundments

All Recycled Water impoundments shall be adequately protected from erosion, washout and flooding such that no discharge occurs unless the discharge is a result of a 25-year, 24-hour storm event or greater.

Any storage facility or impoundment containing Recycled Water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct and control future occurrences.
8.3 REQUIREMENTS FOR DESIGN AND OPERATION

8.3.1 Design Requirements

Design of Onsite Systems shall be performed by the Owner and such design plans shall
be in conformance with the applicable portions of Mesa Water’s Standard Specifications
and Standard Drawings for the Construction of Mesa Water® Facilities and AWWA
Guidelines except as herein modified.

8.3.1.1 Design Responsibility

The design of an Onsite System that will use Recycled Water, including the preparation
of plans and construction specifications, shall be under the responsibility of the
Customer of Record. Onsite Facilities, in addition to conforming to these Rules and
Regulations, shall conform to all applicable local governing codes, rules and
regulations. Mesa Water’s shall have authority over materials, equipment, design, and
construction methods used for Onsite Facilities.

8.3.1.2 Point of Connection for Service

Mesa Water® will establish the Point of Connection for each Recycled Water Service.
The user shall be responsible for extending the Onsite service line to the established
Point of Connection and the user will be responsible for all costs associated with
extending the Offsite Facilities to the users Recycled Water site.

8.3.1.3 Piping

All Onsite System piping used in conveying Recycled Water shall be of adequate size
and structural integrity to ensure that leaks or ruptures will not occur. Lines crossing
roadways or other areas receiving regular vehicular traffic must be buried to a depth of
at least 24 inches and sleeved. Rigid pipe, able to withstand the planned vehicle loads,
shall be used for such installations.

8.3.1.4 Irrigation System Layout

Each Recycled Water irrigation system shall be designed based on peak-application
rate requirements to prevent discharge onto areas outside of the Approved Use Areas.
Adjustable arc, adjustable radius sprinklers with anti-drain/check valves shall be used
adjacent to roadways, boundary lines, and hardscape to confine the discharge from the
irrigation system to the Approved Use Area(s). A drainage device under control of the
Owner shall be installed at the toe of slope draining to single family residential lots.
Drainage devices must stand-alone; slope drainage devices and shall not be tied into
any other drainage systems, e.g., private systems for single-family lots.

The Onsite irrigation system shall be required to automatically shut off in the event of a
line break. Utilize all available equipment to prevent unauthorized discharge of Recycled
The irrigation system design shall avoid spray patterns that include obstructions that tend to concentrate Recycled Water to produce Ponding and/or Runoff, such as direct or indirect spraying against structures or objects.

No common trenching with other utilities of any kind is permitted.

Mesa Water® reserves the right to limit the area of land under one ownership or homeowner's association to be supplied by one Recycled Water service connection and corresponding meter. A Recycled Water service connection and its corresponding meter shall not be used to supply adjoining property of a different Owner, without the prior approval in writing from Mesa Water® stating conditions and restrictions; such as easements or MOU (memorandum of understanding).

Irrigation systems where the landscaping around the homes and in common areas is served with one meter and owned by the same customer, (e.g., a homeowners association), may be allowed to cross roads, streets, or other public right-of-ways within the customer's property.

When a property provided with a Recycled Water connection and corresponding meter is subdivided, such connection and meter shall be considered as serving the lot or parcel of land on which the meter is located. Additional Recycled Water Mains and/or Recycled Water Service lines shall be required for all subdivided areas in accordance with the Rules & Regulations.

For properties of the same customer, irrigation systems shall be allowed to cross roads, streets, or other public rights-of-way to serve medians and slopes along streets. Recycled Water meters shall be located in the public right of way.

All Recycled Water used on any property must pass through the corresponding water meter. Customers shall be held responsible and charged for all Recycled Water passing through the water meter(s).

**8.3.1.5 Storage Facilities**

Onsite storage tanks used in storing Recycled Water shall be of adequate design and structural integrity to ensure that leaks or ruptures will not occur in the course of normal use. All storage tanks that are less than eight feet in elevation above ground Level shall be contained within a fence or other enclosure that will restrict access by the General Public to these facilities at all times. Outlet control with positive shut-off shall be provided at each storage facility. All storage facilities shall comply with posting and identification Regulations contained in Section 8.4.7.
8.3.1.6 Distribution Vehicles

Vehicles used for distributing Recycled Water for soil compaction and dust control purposes shall be provided with an adequate tank and plumbing systems to ensure that leaks and ruptures will not occur in the course of normal use. Control valves shall be provided such that Recycled Water can be applied in a controlled fashion on the Approved Use Area and completely retained during transit to all other areas. Spray heads or nozzles shall be provided and configured in such a way that the Recycled Water is uniformly applied and Runoff, Ponding or Windblown Spray conditions prevented. Each tank shall be equipped with an approved Air-Gap Separation. All vehicles used for distributing Recycled Water shall comply with posting and identification Regulations contained in Section 8.4.7.

8.3.1.7 Temporary Connections to Potable Water System

In those areas where Recycled Water is not immediately available for use and an approved Onsite Recycled Water System has been constructed, a temporary connection to Mesa Water’s Potable Water System may be allowed with written approval by the General Manager. Mesa Water® shall be solely responsible for making any connections to the Potable Water System. All temporary connections to Mesa Water’s Potable Water System shall conform to all requirements specified within Mesa Water’s Cross Connection and backflow prevention Rules and Regulations.

At the time when Mesa Water® determines that Recycled Water is available, Mesa Water® shall notify any user with a temporary Potable Water connection of the availability of Recycled Water and schedule a mutually acceptable time for making the conversion to Recycled Water. Point of Connection to the Offsite Facilities will be established by Mesa Water®.

8.3.2 Operational Requirements

8.3.2.1 Supervision

The operation and surveillance of Onsite Systems shall be under the management of the User Supervisor designated by the user and approved by Mesa Water®. This User Supervisor, or their representative, shall be available during normal working hours at an address listed with Mesa Water® for the purpose of hosting an inspection tour or for discussing operational aspects of the Onsite System. The User Supervisor, or representative, shall be available via telephone (at a number listed with Mesa Water®) for emergency off-hours contact. It is a requirement of Mesa Water® that the User Supervisor and their representative can adequately communicate with Mesa Water® personnel in the English language.

8.3.2.2 Personnel Training

It shall be the responsibility of the user to ensure that all operations personnel are
trained in and familiarized with the use of Recycled Water, and are familiar with these Rules and Regulations and the requirements of the Appropriate Regulatory Agencies concerning the use of Recycled Water. The user shall attest, by way of the User Agreement or Water Service Agreement that such training shall be provided to all existing personnel as well as to all new personnel. In addition, the user shall provide Mesa Water® with written conformation stating what training is provided to the operations personnel, who received the training and on what date the training was provided. A copy of these Rules and Regulations shall be maintained at the user's site at all times.

8.3.2.3 Onsite Information

The user shall be responsible for furnishing the operations personnel with comprehensive system operating instructions, maintenance instructions, and Record Drawings to ensure proper operation in accordance with the system design and these Rules and Regulations. At least one complete set of this information shall be kept onsite or in the nearest field office or maintenance building established by the user. The user shall have the responsibility of properly disseminating this information to all appropriate operations personnel. The user shall provide Mesa Water® with written confirmation stating what information was provided to the operations personnel, to whom the information was given and on what date the information was provided.

8.3.2.4 Onsite Inspection

Inspection of the Onsite System may occur at any time without prior notice by Mesa Water®, those agents authorized by Mesa Water®, and various Appropriate Regulatory Agencies. The user and operations personnel shall cooperate with inspectors and assist in the performance of operational tests as requested.

8.3.2.5 Confinement of Irrigation

Any onsite irrigation system shall be operated to prevent discharge onto areas that are not approved for use. Overspray resulting from attempts to reach remote portions of the Approved Use Area shall not be practiced. This situation shall be rectified by appropriate design corrections to the system layout.

8.3.2.6 Construction Use

Recycled Water used for the purpose of soil compaction and dust control shall not be stored or applied in a manner that causes Runoff, Ponding, windblown overspray conditions, or discharge in any way onto unapproved areas. If such conditions occur, the method of application shall be altered to correct them and prevent any further Ponding, Runoff, or Windblown Spray onto unapproved areas. Control valves on the water distribution vehicles and other controlling devices shall be properly employed to prevent the application of Recycled Water outside the Approved Use Area onto surfaces including, but not limited to, street pavements, sidewalks, and drainage courses.
8.3.2.7 Maintenance

A written preventative maintenance program and schedule designed to ensure the continued operation of all Onsite System elements within the requirements of these Rules and Regulations shall be evidenced by the user and shall be open to inspection by Mesa Water® at all times.

8.3.2.8 Reuse of Recycled Water Equipment

Any equipment, such as tanks, water trucks, temporary piping or valves and portable pumps that have been used for Recycled Water purposes shall be drained, cleaned and disinfected before removal from the approved use area to another job site. This disinfection and cleaning shall ensure the protection of the public health in the event of any reuse of such equipment with higher quality water.

Methods of disinfection shall be approved by Mesa Water® or the appropriate regulatory agency, and the disinfection process shall be performed in Mesa Water's presence. When storage tanks or distribution vehicle tanks are provided with an inlet air gap whose configuration is approved by the CDPH and OCHCA, such Onsite disinfection shall not be required.

8.3.3 Submittals and Records

Facility layout drawings shall be submitted as specified within the Rules and Regulations by the customer to Mesa Water® and approved by Mesa Water® prior to commencing any installation of Recycled Water Facilities. The drawings shall be signed by the Design Consultant and shall include the construction of the use area, and the onsite irrigation system, as a minimum. A materials list shall also be submitted to Mesa Water® and it shall include the following:

Offsite or Onsite Distribution Facilities – The manufacturer, diameter, approximate length, and construction material of all offsite or onsite distribution Recycled Water Mains (pressurized).

Onsite Storage Facilities – The estimated number and locations of fixed storage tanks or ponds and the approximate volume of each.

Recycled Water Volume – The maximum and average amounts in gpm that will be drawn from Mesa Water® Recycled Water distribution system, and the hours of operation.

Applicants that propose to use Recycled Water for industrial applications or for other special uses may be required to supply additional information on a case-by-case basis.
8.3.3.1 Preliminary Investigation

The Applicant shall meet with Mesa Water® at the earliest possible date to determine whether the Design Area is within Mesa Water’s service area. At this time, the availability of Recycled Water and the proximity of the site to the Offsite Facilities will be reviewed. Feasibility acceptance by Mesa Water® must be obtained before an application for Recycled Water Service will be accepted.

8.3.3.2 Comprehensive Investigation (Retrofitting Only)

Upon accepting an application for Recycled Water Service that involves retrofitting, Mesa Water® may conduct a comprehensive investigation of the existing facilities. The Applicant shall cooperate with Mesa Water® in its efforts to: (i) obtain required information; (ii) review existing documents; and (iii) inspect the existing facilities.

8.3.3.3 System Design Documents

The following information briefly outlines what shall be submitted to, and approved by, Mesa Water® prior to the commencing of any construction. Refer to Mesa Water’s Standard Specifications for a complete list of requirements for design document submittals:

Drawing and Specifications -

Drawing and specifications for the construction of an Onsite System with Offsite Facilities are located in Mesa Water’s Standard Specifications. Drawings and Specifications shall be submitted to Mesa Water® for review and approval with associated deposits and fees outlined in the Water Rate and Charge Schedule. As part of such submittal, a construction cost estimate for the subject facilities shall be provided.

Meter Criteria –

The following information shall be provided, both on the Drawings and as a separate cost submittal:

- Existing meter sizes (inches)
- Proposed Recycled Water meter size (inches)
- Gross area to be served through the Recycled Water meter (square feet or acres)
- Peak flow through the Recycled Water meter (gpm) along with supporting calculations
- Estimate of the yearly water requirements through the Recycled Water meter (acre-feet)
- Time of day when Recycled Water would normally be taken

Dimensioning – All dimensions shall be taken from two permanent points of reference.
**Call-Outs** – Backflow Prevention Devices, all Potable Water lines, exterior drinking fountains and other public facilities in the Design Area shall be shown and called out on the Drawings. If no Backflow Prevention Devices, Potable Water lines, exterior drinking fountains or other public facilities are present in the Design Area, it shall be specifically stated on Drawings that none exits.

**Standard Water Construction Notes for Recycled Water**

The standard notes for Recycled Water listed in the latest edition of the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities shall be listed on all Drawings.

It shall be the responsibility of the Applicant to submit the Drawings and specifications as approved by Mesa Water® to any agency having jurisdiction over such projects for their review, and to obtain all required permits prior to construction. Any costs associated with such submittals shall be borne by the Applicant.

**8.3.3.4 Record Drawings**

Record Drawings shall be submitted by the Applicant and approved by Mesa Water® prior to the installation of water meter(s) or the commencement of Recycled Water Service. The following shall apply:

All changes in the work constituting departures from the original design Drawings, including changes in both pressure and gravity lines, shall be accurately recorded on one reproducible set of design Drawings, which shall become the Record Drawings. The changes and dimensions shall be recorded in a legible manner to the satisfaction of Mesa Water®. One complete set shall be maintained onsite at all times.

**Specific Call-Outs** – The locations and depths of the following items shall be shown:

- Points of connection
- Points of line severing
- Routing of sprinkler pressure lines
- Gate valves
- Sprinkler control valves
- Quick coupling valves
- Routing of control wires
- Control stations
- Backflow prevention devices, including type of such device(s)

**8.3.4 Cross Connection Control Requirements**

The following requirements apply to all user sites where Recycled Water is stored, conveyed or applied in any manner.
8.3.4.1 Protection at Potable Water Service Connection

An approved Air–Gap Separation shall be required on the user's Potable Water line at a location that is as close as practical to the service connection with Mesa Water's Potable Water System. An approved reduced pressure principle backflow prevention device may be provided in lieu of an Air–Gap Separation if approved by Mesa Water® and the Appropriate Regulatory Agencies.

8.3.4.2 Protection Within Onsite Potable Water System

Approved backflow prevention devices, as required by the Appropriate Regulatory Agencies, shall be installed by the user at specified locations in the user's Onsite Potable Water System.

8.3.4.3 Inspection of Onsite Facilities

Mesa Water® or Appropriate Regulatory Agencies may, at their discretion, require an inspection of the user's Onsite Facilities for Cross Connection hazards. The Customer of Record shall cooperate with Mesa Water® or Appropriate Regulatory Agencies in requests for information.

8.3.4.4 Mesa Water's Cross Connection and Backflow Prevention Regulations for Recycled Water

In addition to the requirements contained in Sections 8.3.4.1 through 8.3.4.3, all requirements specified in Section 6 of these Rules and Regulations shall be adhered to by the user at the user's expense.

8.4 CONSTRUCTION REQUIREMENTS

8.4.1 General Requirements

Construction of Onsite Recycled Water Systems shall be in conformance with the applicable portions of the latest edition of Mesa Water's Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities except as herein modified.

8.4.2 Areas of Responsibility

All Recycled Water meters and Customer Control Valves shall be provided and installed by Mesa Water® at the expense of the Applicant. The cost of installing the meters must be paid by the Applicant before any meters will be installed. The responsibility for providing a backflow prevention device at the Potable Water service connection shall be determined by Mesa Water® at the time an application for Recycled Water is filed. The Applicant shall be responsible for constructing and maintaining all Onsite Recycled Water Facilities downstream of the established Point of Connection, and for testing and
maintaining all backflow prevention devices.

The Contractor shall keep fully informed of all laws, ordinances and regulations that in any manner affect those engaged or employed in the work or the materials used in the work, or that in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or other documents in relation to any such law, ordinance, regulations, order, or decree, the Contractor shall forthwith report the same to the Design Consultant and Mesa Water® in writing.

The Contractor shall observe and comply with and shall cause all of the Contractor's agents and employees to observe and comply with all such existing and future laws, ordinances, resolutions, regulations, orders and decrees, and shall protect and indemnify Mesa Water®, Orange County Water District, SARWQCB, CDPH, OCHCA, and all their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or Contractor's employees.

The Contractor shall also indemnify and save Mesa Water®, its officers, its employees or authorized agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs of defense that Mesa Water® may incur with respect to or on account of the work, and with respect to the failure, neglect or refusal of contractor to faithfully perform the work and all of Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by Mesa Water® to defend against any claims, stop notices or lawsuits based thereon in which Mesa Water® is made a party.

The Contractor shall observe the rules and regulations of the State Department of Industrial Relations, Division of Industrial Safety, and, in particular, rules and regulations relating to shoring of trenches and excavations. All work shall be done in accordance with all directives, provisions and requirements pertaining to the method and manner of performing the work, in accordance with CAL-OSHA latest amendment or revision.

The Contractor shall provide a job foreman present during working hours that can communicate with Mesa Water® personnel both orally and in writing.

8.4.3 Specific Requirements

8.4.3.1 Connections to Existing Mesa Water® Facilities

The Applicant shall not make a connection to existing Mesa Water® facilities or interrupt Recycled Water Service in any portion of Mesa Water® unless it has been approved by Mesa Water®. If it becomes necessary to interrupt service to an existing system, this interruption shall be done at a time determined by Mesa Water®, under Mesa Water's direction and inspection.
8.4.3.2 Inspection Authority

Mesa Water®, those authorized by Mesa Water®, and various Appropriate Regulatory Agencies shall at all times have access to all the onsite work during construction, and shall be provided with such information as it may desire regarding location of facilities, the progress, workmanship and character of materials used in the work.

Mesa Water® shall have the authority to notify the Customer of an apparent failure on the part of the Contractor to carry out orders given or to perform any provisions of the approved plans or specifications. Upon its confirmation of the apparent failure, the Customer shall be obligated to require the Contractor to suspend the work wholly or in part. The Contractor shall immediately comply with the written order of Mesa Water® to suspend the work wholly or in part. Dependent on the nature of the non-compliance, it may require immediate action by the contractor via verbal order with a written order following. The work shall be resumed when methods or defective work are corrected as ordered and approved in writing by Mesa Water®. Failure to comply with requests of Mesa Water® will prevent further work, may result in termination of all Potable Water and Recycled Water, and may prevent or delay the final release of the entire project.

8.4.4 Material of Construction

The following information briefly outlines the materials of construction that will be approved by, Mesa Water® and other appropriate Regulating Agencies prior to the commencing of any construction. Refer to Mesa Water’s Standard Specifications for a complete list of requirements for Materials of Construction.

8.4.4.1 Valves

Quick coupling valves may be required to be removed if they are used in a manner contrary Mesa Water’s Rules and Regulations or are located in an area that encourages unauthorized use. The manner of removal shall be subject to approval by Mesa Water®. Quick coupling valves shall conform to the following:

**Rating** – Quick coupling valves for Recycled Water shall be ¾ inch or one inch nominal size with brass construction, acme thread body and key, and a normal working pressure of 125 psi. All quick coupling valves for Recycled Water shall be of a design that prevents the quick coupler key (spike) from being used in potable water or Non-potable Water quick couplers..

**Key** – All quick coupling valves shall be operated with a special coupler key with an Acme thread for opening and closing the valve. This provision may be modified by Mesa Water® in those cases where an existing Onsite Potable Water System is currently equipped with quick coupling valves that are operated with an Acme threaded key.

**Identification** – All quick coupling valves shall be tagged to for identification. All tagging shall be to the satisfaction of Mesa Water® and Appropriate Regulatory Agencies.
**Cover** – The cover shall be permanently attached to the quick coupling valve. It shall be purple in color and made of rubber or vinyl with the following information stamped or molded on the cover: “Recycled Water” in English and Spanish; “Do Not Drink” in English and Spanish; or the international “Do Not Drink” symbol (a glass of water in a circle with a slash through it); and a locking cover.

All Recycled Water valves shall be in serviceable condition and free from leaks and structural faults. All underground gate valves three inches and smaller may be furnished with either operating nuts or handwheels.

### 8.4.4.2 Valve Boxes

All new valve boxes (gate valves, manual control valves or electrical control valves) on the recycled water irrigation system shall be purple (Pantone 512) and have the words “Recycled Water” in white letters on top.

### 8.4.4.3 Piping

All new buried onsite constant pressure Recycled Water irrigation piping shall be marked as follows: PVC Pipe must be purple-colored PVC pipe with continuous wording “Caution – Recycled Water – Do Not Drink” printed on opposite sides of the pipe. The use of continuous lettering on 3 inch minimum width of purple tape with 1 inch black or white contrasting lettering bearing the continuous wording “Caution – Recycled Water – Do Not Drink” permanently affixed at 5 foot intervals atop all horizontal piping, laterals and Mains is an acceptable alternative to purple pipe.

All new Recycled Water piping above ground or in vaults, including adapters and fittings, shall be painted purple in color (Color Code Pantone 512). Black or white stenciling shall appear on both sides of the pipe with the marking “Caution – Recycled Water” in 5/8 inch letters repeated every 3 feet.

### 8.4.4.4 Storage Tanks

All storage tanks used for Recycled Water, whether fixed or mounted on distribution vehicles, shall be structurally sound and free from leaks.

### 8.4.5 Construction Notification

The Applicant shall give Mesa Water® at least two business days (48 hours) notice before starting the Onsite Recycled Water System construction work.

### 8.4.6 Final Inspection and Testing

#### 8.4.6.1 Final Inspection

Following completion of all construction work, and upon receiving Mesa Water®
approval of Record Drawings, the Applicant shall request final inspection of the work. This request shall include the scheduling of a Cross Connection control test and an operational test. The tests shall be scheduled in coordination with and in the presence of Mesa Water® and representatives of the various Appropriate Regulatory Agencies in order to verify such testing.

8.4.6.1.1 Cross Connection Control Testing

A Cross Connection control test shall be conducted on both the Onsite Potable Water and the Onsite Recycled Water Systems. The test shall be conducted in the following manner:

1. The activated and pressurized Recycled Water System shall be shut down at or near the Point of Connection. After shutting the Recycled Water System down, all outlets of the Recycled Water System shall be opened. Flow from any Recycled Water System outlet shall be deemed to indicate a Cross Connection condition. (Note: Initial flows that result from the system’s depressurization can be ignored for purposes of this test.) After conducting this test of the Recycled Water System, the Potable Water System shall be tested by opening all Potable Water outlets. A no-flow result from any Potable Water outlet shall be deemed to indicate a Cross Connection condition.

2. Recharge Recycled Water System, then the activated and pressurized Potable Water System, shall be shut down at the backflow prevention device. After shutting the Potable Water System down, all outlets of the Potable Water System shall be opened. Flow from any Potable Water outlet shall be deemed to indicate a Cross Connection condition. (Note: Initial flows that result from the system’s depressurization can be ignored for purposes of this test.) After conducting this test of the Potable Water System, the Recycled Water System shall be tested by opening all Recycled Water outlets. A no-flow result from any Recycled Water outlet shall be deemed to indicate a Cross Connection condition.

8.4.6.1.2 Operational Testing

Prior to final acceptance by Mesa Water®, all Onsite Recycled Water Systems shall be required to successfully pass an operational test. Any required corrections shall be noted and submitted to the Applicant by Mesa Water®. Regular service start-up shall not be authorized until all corrections are made to the satisfaction of Mesa Water®.

8.4.7 Posting and Identification

Posting and Identification requirements for the design and construction of an Onsite System with Onsite and Offsite facilities are located in Mesa Water’s Standard Specifications. Proposed posting and identification shall be submitted within the design and specifications to Mesa Water® for review and approval with associated deposits
and fees outlined in the Water Rate and Charge Schedule

8.4.7.1 Posting of Approved Use Areas

Recycled Water identification signs shall be made of 1/16 inch thick, minimum, aluminum and its size shall be 18 inches wide by 12 inches high, minimum. The signage size and wording shall be approved by the City and the site Owner. At a minimum the wording shall include “Recycled Water – Do Not Drink” and display the international symbol shown on Figure 30610-A in Title 22 of the California Code of Regulations. Submit the final verbiage including colors to the City for review and approval prior to ordering the identification signs. The location of the sign placement shall be determined in the field by the City and the site Owner. An example of an approved sign is Christy’s Part Number ID-Sign REC1218. Other wordings may be used with approval of Mesa Water® and the Appropriate Regulatory Agencies.

8.4.7.2 Recycled Water Pipe Identification

8.4.7.2.1 Buried Recycled Water Pipe

The following pipe identification requirements and options shall be applied to all new Recycled Water Systems that are to be constructed, and applied to retrofitted Recycled Water Systems whenever buried pipe is replaced.

Purple Pipe - For all buried offsite Recycled Water pipelines (PVC, ductile iron pipe or copper) and any onsite Recycled Water pipelines that cross public streets, the pipelines shall have purple colored warning tape, minimum of 12 inches wide, placed in the trench 12 inches above the pipe with the wording, “CAUTION: RECYCLED WATER LINE BURIED BELOW”. This requirement is to provide additional warning for any excavation activities within the public streets to reduce the potential for damaging the Recycled Water pipeline.

Warning Tape - The plastic identification (warning) tape shall be virgin low-density polyethylene specifically formulated for prolonged underground use. The minimum thickness shall be 4 mils and the overall width of the tape shall be 12 inches for 8 inch or larger diameter pipe and 6 inches for 6 inch and smaller diameter pipe.

Identification /Warning Tags - Identification /warning tags shall be inert plastic film or polyurethane specifically formulated for prolonged exposure. The identification /warning tag shall incorporate an integral attachment neck and reinforced attachment hole. The size of the tag shall be 3 inch by 4 inch with a minimum thickness of 10 mils. Identification /warning tags shall be attached with heavy-duty nylon fasteners. The size, type of label and location will be dictated by each individual application and subject to acceptance by the City’s representative. The minimum size shall be ½ inch letters. Tags shall be as manufactured by T. Christy Enterprise (ID-Max-P2-RC009 for Recycled Water (purple) or ID-Max-B2-PW015 for Potable Water (blue) or ID-Max-Y2-NP012 for Non-Potable Water (yellow)) or approved equal. T. Christy Enterprises, Inc. is located at
Warning Labels - Warning labels shall be a minimum of 3.5 mil flexible vinyl base with a permanent acrylic adhesive backing on a 90# stayflat liner. Both the background and legend shall be printed with a UV cured vinyl ink. The entire decal shall be clear flood over-printed for superior weathering and UV protection. The size shall be 3.5 inch by 4.4 inch for controllers, 2.5 inch by 8.25 inch for pumping equipment, and 1.25 inch by 5.75 inch for Potable Water decals. The controller warning label shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4100) or approved equal. The pumping equipment warning label shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4200) or approved equal. The potable water decals shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4300) or approved equal.

8.4.7.2.2 Above Ground Recycled Water Pipe

The following identification requirements shall be applied to all Recycled Water Systems.

Purple Pipe - All such piping, including adapters and fittings, shall be purple in color. Black or white stenciling shall appear on both sides of the pipe with the marking "CAUTION - RECYCLED WATER" in 5/8 inch letters repeated every 3 feet. Mesa Water® must review and approve any proposal that calls for above ground Recycled Water pipe to be painted as a means for complying with the color requirement. Other proposed methods for identifying above ground pipe must be reviewed and approved by Mesa Water® on a case-by-case basis.

Sprinkler Labeling/Tags - For sprinkler risers located on slopes and/or in the vicinity of adjacent properties, the risers shall be installed with either sprinkler warning labels/warning tags or riser markers as is appropriate for each situation. The riser markers shall be Christy’s Model #5100 for Recycled Water applications, and Christy’s Model #5200 for Non-potable Water applications, or approved equal.

8.4.7.3 Valve Identification

All remote control valves, gate valves, quick coupling, drip valve assemblies, flush valve assemblies, manual drain valves, and pressure relief valves shall be installed in suitable valve boxes, complete with locking and hinged cover, or other approved secure enclosure. Recycled Water valve boxes and covers must be colored purple and have Recycled Water identification imprinted. All valve box covers shall be bolted down with stainless steel bolts and washers.

8.4.7.4 Storage Tank Identification

Each and every storage tank shall be identified by a painted label as containing Recycled Water. The label shall contain the words "DO NO DRINK - RECYCLED WATER" with white letters at least two inches high on a purple background. In addition,
at least one sign shall be posted on the fence surrounding each storage tank. The label and sign shall be so placed that they can be readily seen by all operations personnel utilizing the facilities.

8.4.7.5  Vehicle Identification

Each and every vehicle used to distribute Recycled Water shall be identified by painted labels or signs as using Recycled Water. The label shall contain the words "DO NOT DRINK - RECYCLED WATER" with white letters on a purple background. The label shall be placed on the driver's side of the vehicle on the tank at a spot close to the cab. The labels or signs shall be so placed that they can be readily seen by all operations personnel utilizing the vehicles.

8.5  PROCEDURES FOR ADMINISTRATION

8.5.1  Obtaining Service

The following interactions between Mesa Water® and the Applicant are required for the administration of a Recycled Water Service.

8.5.1.1  Application Submittal

An application form for Recycled Water Service, in the form supplied by Mesa Water®, shall be completed and signed by the Applicant, who may be the Owner or authorized representative. The application shall request information concerning the Applicant's relationship to the subject property as legal Owner, tenants, or lessee; the type of Recycled Water use being proposed; the address and telephone number; and a legal description of the property to be served; purpose for which the property is to be used; and total area to be served. The application may also list any special conditions for service pursuant to these Rules and Regulations. Certain technical information, derived from the design and peculiar to the type of Recycled Water use, may also be requested.

The application form shall be accompanied by a service exhibit. This exhibit shall be a drawing delineating the subject Design Area, identifying the location and size of all service connections, delineating areas in which Recycled Water Service is to be applied or excluded, and showing the nearest major street(s).

8.5.1.2  Mesa Water® Evaluation

Upon receipt of a completed application, the General Manager shall review such application and make such investigation relating thereto, as deemed necessary. The General Manager may prescribe specific requirements applicable to such application, which may include, but shall not be limited to the design of the facilities, the manner of construction, the method of operation, and/or the conditions of service. An evaluation shall be performed by Mesa Water® that will establish that all information obtained on the form is consistent with these Rules and Regulations and the requirements of the
Appropriate Regulatory Agencies.

8.5.1.3 Issuing of User Agreement

A User Agreement or Water Service Agreement issued by Mesa Water® and signed by the Applicant shall constitute a legally binding service agreement. A User Agreement or Water Service Agreement shall incorporate expressly, or by reference, these Rules and Regulations and shall also include any additional requirements prescribed by Mesa Water® to ensure contained operation of the Recycled Water System and to protect the public's health.

8.5.1.4 Service Activation

Following final inspection, testing and approval of the project by Mesa Water® the Applicant shall request in writing Recycled Water Service activation. Following a service termination, regardless of the reason, service may be re-established by telephone request. For all service activation requests Mesa Water® shall require two business days notice (48 hours). In addition to two business days notice, the designated User Supervisor must be onsite and available at the time.

8.5.2 Conditions of Service

Mesa Water® reserves the right to revoke a User Agreement or Water Service Agreement if all or any of the service conditions contained herein is not complied with at all times.

8.5.2.1 Regulatory Conditions

Service to a user may be terminated at any time if the quality of the Recycled Water does not comply with the requirements of Appropriate Regulatory Agencies or at any time the user's operations do not conform to these Rules and Regulations.

8.5.2.2 Financial Conditions

Conditions relating to fees and billings shall be the same as established for the Potable Water System. Rates and fees for Recycled Water Service shall be as established by the Board.

8.5.2.3 Operational Conditions

8.5.2.3.1 Liability

Mesa Water® shall not be liable for any damage caused by any Onsite Facilities.
8.5.2.3.2 Service Scheduling

In order to maintain acceptable working conditions throughout the Recycled Water distribution system, Mesa Water® may schedule the use of Recycled Water. Such scheduling may involve programming deliveries to different users and/or to various portions of a single user’s Onsite System. Scheduling shall take into account the constraints of Appropriate Regulatory Agencies, the requirements of these Rules and Regulations, and the operating constraints of affected users.

8.5.2.3.3 Relations of Property to Service

A service connection shall not be used to supply adjoining property of a different Owner nor an area outside the Owner’s defined area.

8.5.2.3.4 Metering

All Recycled Water used on any premises where a Mesa Water® meter is installed shall pass through that meter. Users shall be held responsible and charged for all water passing through a Mesa Water® meter.

8.5.2.3.5 Other Conditions

Conditions relating to meter reading and testing and service terminations shall be the same as established for the Potable Water System.

8.5.3 Reporting

The following types of reporting shall be transmitted in writing.

8.5.3.1 Mesa Water® to User

The following items shall be reported by Mesa Water® to the user:

- The quantity of Recycled Water delivered to the user during the applicable billing period, to be submitted as part of Mesa Water's billing for Recycled Water Service and shall be based on readings taken from Mesa Water's meter.

- The quality of Recycled Water delivered to the user, to be submitted only at the specific written request of the user.

8.5.3.2 User to Mesa Water®

The following items shall be reported by the user within 24 hours of an occurrence to Mesa Water’s engineering or operations staff:
• Any failure of Onsite potable or Recycled Water pipelines, storage tanks or related facilities.
• Any Violation of Mesa Water’s Rules and Regulations.
• Change in Owner, User Supervisor.
• Alterations to any Onsite Facilities or topography.

8.5.4 Violations

8.5.4.1 Determination

Mesa Water® reserves the right to determine whether a Violation of the Rules and Regulations has resulted from any action or occurrence that is the responsibility of the user.

8.5.4.2 Specific Violations

Specific Violations shall include those that directly caused noncompliance with any one of the specific prohibitions as listed in Section 8.2.19 of these Rules and Regulations: Runoff conditions, Ponding conditions, unapproved uses, disposal in unapproved areas, Cross Connections, unprotected drinking fountains, Hose Bibs and fire hydrants. However, by definition, noncompliance with any condition or conditions of these Rules and Regulations, whether willfully or by accident, shall constitute a Violation.

8.5.4.3 Corrective Action

If the General Manager's investigation results in the determination that a Violation has occurred, Mesa Water® shall immediately notify the user. It shall be the responsibility of the user to promptly initiate action that will correct the conditions having caused the Violation. If, in the opinion of the General Manager, the Violation constitutes an immediate danger to the public health, then service may be terminated immediately by shutting off the meter and locking it. Service shall be resumed only after such Violation has been corrected to the satisfaction of the General Manager. If the Violation is determined to be of a lesser degree of danger to public health, then a timetable for completing the corrections shall be negotiated between the General Manager and the user, with Mesa Water® having final approval. Corrections not being made in accordance with the timetable may also result in the termination of service.

The Appropriate Regulatory Agencies may order a service termination if they find a Violation that constitutes an immediate danger to public health. Service shall be resumed only after the Violation has been corrected to the satisfaction of both the Appropriate Regulatory Agencies and Mesa Water®.

8.5.4.4 Appeal

A user may appeal Mesa Water’s determination on a matter in accordance with Section 2.7 of these Rules and Regulations.
8.5.5 Rates, Fees and Deposit Schedule

8.5.5.1 Fees

A fee may be imposed upon a user to re-establish Recycled Water Service if service was terminated at the request of the user or for reason of failure on the user's part to comply with Mesa Water® requirements or Rules and Regulations. Fees shall be in accordance with those listed in the Water Rate and Charge Schedule.

8.5.5.2 Water Service Rates

Water service rates shall be defined as the unit charges made to a user for the consumption of Recycled Water as received by the user and delivered from the Offsite Facilities. Mesa Water® reserves the right to revise the service rates without notice to the Customer.
Appendix 1: Application for New Service
APPLICATION FOR NEW SERVICE

Legal Description of Property

Assessor's Parcel No.

Address of Property

APPLICANT (Property Owner Only) Type or Print

(Property Owner)

(Mailing Address)

(City/State/Zip)

Phone

DL#/SS#

I attest under penalty of law to the truth and correctness of all facts, exhibits, maps and attachments presented with and made a part of this application.

I hereby authorize ______________________ to act as my representative and to bind me in all matters concerning this application.

Signature – Applicant (Property Owner only)

________ day of __________, 20________

Signature (Notary)

(SEAL)

FOR MESA WATER USE ONLY – Do Not Write Below This Line

PERMIT

THE TERMS AND CONDITIONS OF THIS PERMIT ARE PRINTED ON BOTH SIDES OF THIS FORM. APPLICANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS SAID TERMS AND CONDITIONS AND AGREES TO ABIDE BY THEM.

Signature of Applicant (Property Owner only)

PERMIT APPROVED FOR MESA WATER

By ____________________________

Date __________________________

Permit Expires __________________________

WATER BILLING SERVICE CUSTOMER

☐ Applicant  ☐ Contractor  ☐ Other (Below)

Name ____________________________

Address ____________________________

Zip ____________________________

Phone ____________________________

DL#/SS# ____________________________

CONTRACTOR Type or Print (if applicable)

Name ____________________________

Address ____________________________

Zip ____________________________

Phone ____________________________

DL#/SS# ____________________________

Bus. Phone ____________________________

Job Site Phone ____________________________

License No. ____________________________

License Type ____________________________

Business Tax ID# ____________________________

Date Entered on Computer ____________________________

Customer No. ____________________________

Account Nos. ____________________________

VALIDATION
Appendix 2: Payment Voucher
PAYMENT VOUCHER

1965 Placentia Avenue, Costa Mesa, CA  92627  949-631-1291

DATE: ___________________________ JOB LOCATION: ___________________________

MC FILE NO.: ___________________________ APPLICANT: ___________________________

PAID BY: ___________________________ CHECK: ________ CASH: ________

AFFILIATION: ___________________________ PHONE: ___________________________

ADDRESS: ___________________________ ZIP CODE: ___________________________

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<td>OTHER (PLEASE SPECIFY)</td>
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CONSTRUCTION INSPECTION               DEPOSIT QUANTITY

Backflow Devices                      $ $ $ |
Meters                                $ $ $ |
Service Connection                     $ $ $ |
Manifolds                             $ $ $ |
Pressure Test                         $ $ $ |
Firelines                              $ $ $ |
Valves                                 $ $ $ |
Chlorination/Flushing & Health Sample $ $ $ |
Weld Connections                       $ $ $ |
Shutdown                               $ $ $ |
AFTER HOURS INSPECTION-               $ PER HOUR $ |

CONSTRUCTION INSPECTION TOTAL $ |

(1) Refer to the Mesa Water District website (www.mesawater.org) under Water Rate and Charge Schedules for costs.

TOTAL DEPOSIT $ 

Prepared by: ___________________________ Date: ___________________________

Checked by: ___________________________ Date: ___________________________

Approved by: ___________________________ Date: ___________________________
Appendix 3: Water Service Agreement
WATER SERVICE AGREEMENT WITH THE
MESA WATER DISTRICT
FOR WATER SERVICE
The undersigned, (hereinafter referred to as “Applicant”), hereby requests water service by the MESA WATER DISTRICT, (hereinafter referred to as “Mesa Water”), in accordance with all of the terms and conditions of this Water Service Agreement and Mesa Water’s Rules and Regulations For Water Service”, (hereinafter referred to as “Rules and Regulations”), which are incorporated herein by this reference and made a part hereof as though fully set forth.

Applicant hereby applies for that service as applicable, which can be provided by the facilities described below, to that certain real property located within Mesa Water, in the County of Orange, State of California, described as follows (metes and bounds description or as acceptable to Mesa Water):

AP-

Said property is to be used for the purpose(s) of:

Applicant hereby represents that Applicant is the ___________ of said real property. Applicant estimates that the total service to be required of Mesa Water upon development of said real property is ____ gallons per minute (“GPM”) on the basis of the connected capacity demand (“CCD”) as defined in the Rules and Regulations of Mesa Water.

Upon acceptance of this Application by Mesa Water, together with all costs, including the Capacity Charge as determined by the Mesa Water District Engineer or an authorized representative subject to appeal to the General Manager or the Board of Directors, plans and specifications, bonds, conveyance of necessary easements, and other items as may be required herein, Mesa Water agrees to provide the requested water service subject to the terms and conditions herein set forth and set forth in the Rules and Regulations of Mesa Water. Mesa Water shall deliver to the Applicant an executed copy of this Agreement.

1. Applicant shall adhere to the requirements prescribed by the Rules and Regulations, as amended from time to time, and to any additional requirements prescribed from time to time by the General Manager or Board of Directors of Mesa Water, or both, to insure compliance with such Rules and Regulations as to obtaining water.

2. Applicant hereby agrees to build or cause to be built the described water facilities, (hereinafter collectively referred to as “the Facilities”), and agrees to pay all costs of installation of same, including, but not limited to, cost of labor, materials, equipment, contractor’s expense and profit,
environmental studies, design, engineering, surveying, inspection, testing, plan check, land and easement acquisition, condemnation, attorney's fees, insurance and bond premiums.

3. Applicant agrees that the Facilities shall be constructed in accordance with plans and specifications which shall comply with all applicable requirements of Mesa Water's "Standard Specifications for the Construction of Water Facilities", including, but not limited to, requirements as to information to be shown on the plans. Said document is on file at the office of Mesa Water and is by this reference incorporated herein. Such plans and specifications shall be approved by Mesa Water. Such approval of the plans and specifications by Mesa Water shall not constitute approval of the permit applied for herein. The Facilities shall be constructed by a contractor licensed by the State of California to install said Facilities.

4. Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one (1) year after the date of acceptance of the Facilities by Mesa Water. It is further agreed that the Facilities shall be restored to full compliance with the requirements of the plans and specifications, including any test requirements, if during said one (1) year period the Facilities or any portion thereof are found not to be in conformance with any provisions of said plans and specifications. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities.

5. Applicant agrees to grant, or cause to be granted to Mesa Water, without cost to Mesa Water, all necessary easements for construction, installation, maintenance and access to the Facilities, across all privately-owned lands to be traversed by the Facilities, which easements shall be in a form and condition of title satisfactory to Mesa Water and shall be executed by all necessary parties having an interest in said lands.

6. Applicant, if applicable, agrees to provide to Mesa Water, prior to acceptance of the Facilities, a complete set of reproducible mylars of the approved plans and specifications for the Facilities.

7. Upon completion of the Facilities, Applicant, if applicable, agrees to execute and deliver to Mesa Water a report of the actual costs of the Facilities and to substantiate such report with invoices and receipts acceptable to Mesa Water. Applicant further agrees that such Facilities will become the property of Mesa Water when it is accepted by its duly authorized employee, evidencing acceptance of the Facilities. However, Applicant hereby disclaims in favor of Mesa Water all right, title and interest in and to said systems, appurtenances and easements; and Applicant hereby covenants and agrees to execute and deliver to Mesa Water any documents required to complete the transfer of the Facilities concurrently with the acceptance thereof by Mesa Water; and Applicant hereby agrees that Applicant is holding any title to said Facilities, pending acceptance thereof by Mesa Water, as trustee, acknowledging Applicant's obligation to complete said Facilities and transfer the same debt free to Mesa Water.

8. It is agreed that the above provisions shall not preclude the use of the Facilities by property owners within the developed area or outside of said development prior to such delivery of actual costs to Mesa Water, as long as the quality of said water is acceptable to Mesa Water under its Rules and Regulations and written permission has been obtained from Mesa Water by such property owners to connect to the Facilities or to existing facilities. Applicant agrees that the use of the Facilities by the Applicant, transferee or assignee of the Applicant, or others within Mesa Water, will not constitute acceptance of the Facilities by Mesa Water.
9. Applicant agrees to hold Mesa Water harmless from any expense or liability resulting from the construction of the Facilities, and further agrees that Applicant will indemnify and hold Mesa Water, its agents, employees, officers and representatives, free and harmless from and against any and all liabilities for death, injury, loss, damage or expense, (including reasonable attorney's fees), to person or property which may arise or is claimed to have arisen as a result of any work or action performed by Applicant or on behalf of Applicant with respect to the construction and in the installation or repair of the Facilities.

10. Applicant shall submit, concurrently with this Application, if applicable, Payment and Performance Bonds, in connection with the Facilities to be constructed, and for an amount to be determined by Mesa Water.

11. Applicant hereby agrees to pay all administration and engineering costs, (including inspection and plan check costs), calculated as a percentage of the total cost as estimated by Mesa Water, as well as Capacity Charges, meter costs, interim water service line costs, (if applicable), and any other costs incurred by Mesa Water. The amount of such costs shall be based on the applicable schedules of the Rules and Regulations in effect on the date when Applicant has submitted to Mesa Water its completed Application, payment of all deposits, plans and specifications, bonds, conveyance of necessary easements and other items which may be required herein prior to issuance of the permit and the plans of the Applicant have been approved by Mesa Water. Such deposits shall be set forth on Exhibit “A” hereto by Mesa Water, which Exhibit is by this reference incorporated herein, and is subject to revision pursuant to any changes in the applicable schedules prior to the date and application and all accompanying materials and payment are completed, submitted to and approved by Mesa Water.

Applicant hereby agrees that the meter costs set forth in Exhibit “A” includes the provisions by Mesa Water of a water meter and customer control valve. Applicant agrees that the customer control valve is to be obtained from Mesa Water and installed by the Applicant's contractor as the work progresses, and that the water meter is to be installed by Mesa Water prior to the provision of permanent water service by Mesa Water.

Applicant acknowledges and agrees that the payment of such costs is being required prior to final inspection or issuance of certificates of occupancy for the development proposed by Applicant, and that such requirement for prior payment is in accordance with all applicable legal requirements pursuant to Section 53077 et seq. of the Government Code.

12. Applicant agrees to accept such conditions of pressure and service as are provided for by District’s water system at the location of all proposed connections thereto and to hold Mesa Water harmless from and against any and all damages, liability and expense arising out of high or low pressure conditions with respect thereto or from interruptions of service.

13. Applicant agrees, if said Mesa Water employs an attorney to enforce this Agreement, to pay said Mesa Water for all attorney's fees to be incurred.

14. Applicant agrees that the General Manager of Mesa Water or his authorized representative may enter upon the hereinabove described property during reasonable hours for the purpose of ascertaining whether the provisions of this Agreement are being performed. Applicant shall not be responsible in any way for the failure of its successors or assigns to comply with any of the provisions of this Agreement.
15. Applicant agrees that service shall be commenced only after the Facilities have been completed and transferred to Mesa Water and all required testing and inspection has been accomplished by Mesa Water.

Applicant is aware that the contracts may not have been let for all necessary water facilities of Mesa Water in order that Applicant can actually receive water service. Applicant further agrees that Mesa Water shall not be obligated to the Applicant or the successors of the Applicant for water service until such time as the actual completion of said necessary Mesa Water facilities.

16. Special conditions for service, if any:

IN WITNESS WHEREOF, the parties have duly caused their authorized signatures to be affixed hereto.

| APPLICANT            | PROPERTY OWNER
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MESA WATER DISTRICT

By: ____________________________
    Mesa Water District Engineer

Date: __________________________

Rev. 6/24/13
EXHIBIT “A” TO
APPLICATION TO AND AGREEMENT WITH
THE MESA WATER DISTRICT
FOR WATER SERVICE

Water Service Deposits

(i) Capacity Charges

(a) ___________ GPM $ ______________

(b) Credit Towards Capacity Charges, (If Applicable) $ ______________

(c) Existing Meter Sizes, (If Applicable)

SUBTOTAL $ ______________

(ii) Administrative and Engineering

Performance Bond $ ______________ at _______ % $ ______________

Plan Check $ ______________

Construction Inspection $ ______________

SUBTOTAL $ ______________

(iii) Meter Installation

__________ meters at $ __________ per meter $ ______________

__________ meters at $ __________ per meter $ ______________

__________ meters at $ __________ per meter $ ______________

SUBTOTAL $ ______________

TOTAL DEPOSIT $ ______________
NOTICE – The Mesa Water District imposes a Capacity Charge pursuant to provisions of Government Code §66000 and following the Rules and Regulations of Mesa Water District adopted pursuant to Water Code §31024. These fees are used to finance necessary water facilities. The Capacity Charges and the basis for their collection are further described in the documents providing for their imposition and collection.

NOTICE IS FURTHER GIVEN, pursuant to Government Code §66020(d) that you have a 90-day period from the date of approval of the relevant project, or payment of the Capacity Charges, whichever first occurs, to provide a protest to Mesa Water District of the basis or the amount for such Capacity Charges.

I have received and read the above notice for Capacity Charges.

Signed  

as an agent for  

Date  

Rev. 6/24/13
Applicant Acknowledgment of Responsibility for Meters

I acknowledge that I have read and understand the following concerning the meter(s) to be installed on this project.

1) Meter(s) installation, operation and billing will be done in compliance with Mesa Water’s Rules and Regulations for Water Service and Standard Specifications.
2) All meters smaller that 3” will only be installed by Mesa Water. Meter(s) 3” or larger will be installed only in the presence of authorized Mesa Water personnel regardless of the presence of any other agency(ies)’ representatives.
3) The meter(s) must be clearly marked and protected from damage at all times. The applicant will be responsible for all damaged meters.
4) The meter(s) must remain accessible for reading at all times. If it is not, applicant will pay for costs incurred in rereading the meter.
5) Once the meter(s) is installed the applicant will be responsible for the meter. If it is damaged in any manner it will be repaired or replaced only by Mesa Water and the applicant will be required to pay Mesa Water for repairs and/or replacement.
6) Charges for the Basic Charge and any Usage Charges will commence as soon as the meter(s) is installed by Mesa Water or received by the applicant from Mesa Water.
7) If applicant wishes the meter(s) shut off and locked by Mesa Water they will not be responsible for the Basic Charge. Please call Customer Service, 949-631-1200, to arrange for termination of service. When the meter is turned on again any Usage registered on the meter will be billed to the applicant. If it is not possible to shut off and lock the meter(s) (which is the case with meters 3” or larger) applicant will be billed for both the Basic Charge and any Usage recorded by the meter.
8) Any costs to Mesa Water for failure to comply with these requirements will be payable by the applicant.

________________________  _________________________
Signature of Applicant            Date

________________________
Name of Applicant (please print)

Witnessed by: ___________________________
(Mesa Water Engineering staff)

MC Number: ________________

Location: ____________________________
RESOLUTION NO. 14521470

RESOLUTION OF THE MESA WATER DISTRICT BOARD OF DIRECTORS AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE SUPERSEDDING RESOLUTION NO. 12941452

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating according to California Law; and

WHEREAS, Mesa Water® has established Rules and Regulations for Water Service ("Rules and Regulations") pursuant to the provisions of California Water Code Section 31024; and

WHEREAS, the Board has determined that it is appropriate at this time to amend the Rules and Regulations; and

WHEREAS, the Board has determined to adopt this Resolution to provide for such amendments to the Rules and Regulations.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The Rules and Regulations are amended as set forth in Attachment A to this Resolution, which is incorporated herein by this reference. Such amendment shall be effective immediately upon the adoption of this Resolution by the Board of Directors.

Section 2. Except as set out in Section 1, above, the Rules and Regulations are not otherwise amended or revised.

Section 3. Mesa Water® staff and consultants are authorized to take such other and further action(s) as are necessary or desirable to carry out the directives of this Resolution.

ADOPTED, SIGNED AND APPROVED this 9th-11th day of October-February 2014-2016 by the following roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Temianka, Fisler
NOES: DIRECTORS:
ABSENT: DIRECTORS: Dewane
ABSTAIN: DIRECTORS:

____________________________________________
James R. Fisler
Shawn Dewane
President, Board of Directors

Coleen L. Monteleone
District Secretary
RESOLUTION NO. 14521470

ATTACHMENT A

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDED RESOLUTION NO. 12941452

Amendments to
Rules and Regulations for Water Service

October 9, 2014February 11, 2016
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SECTION 1 - GENERAL

1.1 INTRODUCTION

Mesa Water District (Mesa Water®) was formed on January 1, 1960, under the provisions of the Costa Mesa Merger Law Water Code Sections 33200 and following, a special act of the California Legislature enacted in 1959. Mesa Water District (Mesa Water®) is a county water district operating pursuant to the County Water District Law. The Board, as authorized by Sections 31024 and 31025 of the Water Code, has established these Rules and Regulations for the sale, distribution and use of water.

Mesa Water® provides water service to all Applicants, subject to the availability of water and/or the facilities necessary to provide the service, conditional upon receipt of all required fees and charges and in accordance with these Rules and Regulations.

All terms, conditions, rates and requirements contained herein are subject to change by actions of the Board.

1.2 DEFINITIONS

Whenever the following terms, or pronouns used in their place, occur in these Rules and Regulations, or in any documents that these Rules and Regulations govern, the intent and meaning shall be interpreted as follows:

**AFSSC** – Automatic Fire Sprinkler Service Connection for the dedicated fireline service connections.

**Air-Gap Separation** – shall mean a physical separation between the free flowing discharge end of a water supply pipeline and an open or non-pressure receiving vessel. The separation shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel, and in no case less than one inch. The design shall be to the satisfaction of the General Manager or authorized agent and the Appropriate Regulatory Agencies.

**Applicant** – shall mean any person, persons, firm, corporation, association or agency that desires and applies to obtain water service from Mesa Water®.

**Application For New Service** – shall mean a contractual agreement applied for by a person, persons, firm, corporation, association or agency who desires to install, remove, alter or replace, or cause to be installed, removed, altered, or replaced, any water facility or appurtenance.

**Application For Temporary Water Service** – shall mean a contractual agreement applied for by a person, persons, firm, corporation, association or agency who desires to obtain temporary water service for use during construction.
Appropriate Regulatory Agencies – shall mean those public agencies legally constituted to protect the public health and water quality such as, but not limited to, the California Department of Health Services, the Santa Ana Regional Water Quality Control Board, the Orange County Health Care Agency and the City of Costa Mesa Building and Safety Department.

Approved Use – shall mean an application of Recycled Water in a manner, and for a purpose, designated in a User Agreement or Water Service Agreement issued by Mesa Water® and in compliance with any and all appropriate regulatory agency requirements.

Approved Use Area – shall mean a site, with well-defined boundaries, designated in a User Agreement or Water Service Agreement issued by Mesa Water® to receive Recycled Water for an approved use and acknowledged by the Appropriate Regulatory Agencies.

AWWA – American Water Works Association.

AWWA Guidelines – shall mean the latest versions of “Guidelines for Distribution of Nonpotable Water” and “Guidelines for the On-site Retrofit of Facilities Using Disinfected Tertiary Recycle Water” as put out by the California-Nevada Section of the American Water Works Association.

Backflow – shall mean the flow of water or other liquids, mixtures, gases or any other substances into the distributing pipes of a Potable Water supply from any source or sources other than Mesa Water’s sources.

Backflow Prevention Device – shall mean a specially designed and certified Reduced Pressure Principle Backflow Prevention device and the double check valve assembly, that is used in protecting the Potable Water system from contamination that originated downstream of the device.

Basic Charge – shall mean a fixed rate based on meter size.

Billing Unit – the unit of water used to apply water rates for purposes of calculating water charges for water usage. A billing unit is currently equal to 100 cubic feet of water.

Board – shall mean the elected Board of Directors of the Mesa Water District.

Business Day – shall mean Monday – Friday 8:00 a.m. to 5:00 p.m. excluding holidays.

Capacity Charge – shall mean a fee charged to an Applicant in connection with an Application for New Service permit, for an increase in demand for Potable Water service. A Capacity Charge shall be charged for property not previously served by Mesa Water® or property with an existing water service requiring an increase in demand for water service.
**California Department of Public Health (CDPH)** – The primary state agency responsible for protection of public health and the regulation of drinking water. The California Legislature has defined several specific regulatory responsibilities of CDPH related directly or indirectly to recycled water use activities.

**Connected Capacity Demand (CCD)** – shall mean the total estimated demand for water service, expressed in terms of gallons per minute, as calculated using the procedures specified in the California Plumbing Code.

**Construction Use** – shall mean an Approved Use of Water to support construction activities such as soil compaction and dust control.

**Contractor** – shall mean the party entering into contract with the Applicant for performance of the work for which Mesa Water® issues a permit. The Applicant and the Contractor may or may not be one and the same.

**County of Orange Health Care Agency, Department of Environmental Health (OCHCA)** – The local health agency responsible for onsite public health issues.

**County of Orange Department of Public Health (OCDPH)** – See County of Orange Health Care Agency, Department of Environmental Health (OCHCA).

**Cross Connection** – shall mean any unprotected, actual or potential connection between any part of a Potable Water system used to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved by Mesa Water® as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be Cross Connections.

**Customer** – shall mean any person, persons, firm, corporation, association or agency receiving water or services from Mesa Water®.

**Customer Control Valve** – shall mean a valve meeting the requirements of Mesa Water’s standard specifications, installed on the outlet side of a water meter.

**Customer of Record** – shall mean the person, persons, firm, corporation, association or agency that has entered into a contractual agreement with Mesa Water® for water service. The contractual agreement may include the Application for New Service permit, the Water Service Agreement, the Application for Temporary Water Service permit, and a request for service received at Mesa Water® by phone, mail or in person. The Customer and Customer of Record may or may not be one and the same. The Customer of Record is responsible for payment of all monies owed on accounts for which the Customer of Record has entered into a contractual agreement.
DC or DCV – means a double check valve which is a backflow device. A Double Check Detector Valve is a backflow device with a parallel meter arrangement to detect unauthorized use of water.

Deposit – shall mean any money held by Mesa Water® for the purpose of guaranteeing payment of money owed to Mesa Water® for the costs of service. Deposits are applicable only to the account(s) for which such money was collected. Deposits are refunded only to the Customer of Record, unless the depositor has made a written request and has received permission from Mesa Water® to do otherwise.

Design Area – shall mean a site, with well-defined boundaries, proposed to receive Water for an Approved Use as delineated in an application for a User Agreement or Water Service Agreement.

Design Consultant – shall mean any person or firm registered with the state as an engineer or landscape architect to provide water system design plans, site layout, landscaping, or irrigation system design services.

Direct Beneficial Use – shall mean the use of Recycled Water that has been transported from the point of production to the point of use without an intervening discharge to waters of the state.

Direct Overspray – shall mean any discharge of water directly onto areas other than that for which the application of Recycled Water is approved.

Disinfected Tertiary Recycled Water – shall mean filtered and subsequently disinfected wastewater that meets the criteria defined in California Code of Regulations Title 22, Sections 60301.230 and 60301.320.

District Engineer – shall mean the District Engineer of the Mesa Water District or an authorized agent.

Drawings – shall mean the plans, working drawings, detail drawings, profiles, typical cross sections and supplemental drawings or reproductions thereof, approved by Mesa Water®, which show locations, character, dimensions or details of the work or modifications to be performed.

Fee – shall mean any money required by Mesa Water® by the Customer of Record, for Mesa Water® personnel to perform a service (plan check, construction inspection, etc.) that is as stated in the Water Rate and Charge Schedule.

General Manager – shall mean the General Manager of the Mesa Water District or an authorized agent.

General Public – shall mean any person(s) at large who may come in contact with facilities and/or areas where Water is approved for use.
**Hose Bib** – shall mean a faucet or similar device to which a common garden hose can be readily attached (California Code of Regulations Title 22 Section 60301.400).

**Incidental Runoff** – shall mean unintended small amounts (volume) of Runoff from Potable Water or Recycled Water use areas, such as over-spray from sprinklers that escapes the Irrigation Use area.

**Inspection and Testing of Recycled Water Sites** – Mesa Water® will perform regularly scheduled onsite visits with operational testing accompanied by customer representative. The inspection and testing schedule will be determined by the Mesa Water®. In no circumstance will the schedule be longer than every four years.

**Installer** – a person(s) or firm performing work necessary to construct or install equipment or facilities subject to the Rules and Regulations.

**Irrigation Use** – shall mean a approved use of Potable Water or Recycled Water for landscape, horticultural, or agricultural irrigation. Irrigation Use for Recycled Water is defined under Title 22 of the California Code of Regulations.

**Landscape Irrigation System** – shall mean an irrigation system with pipes, drip hoses, spray heads, or sprinkling devices that are operated by hand or through an automated system.

**Level** – shall mean any building surface above or below the street grade.

**Main or Mainline** – shall mean water distribution pipelines located in streets, highways, public ways or private right-of-ways used to deliver or transmit water.

**Mesa Water®** – shall mean the Mesa Water District or authorized agent.

**Mesa Water® Inspector** – shall mean any person authorized by Mesa Water® to perform inspections of either Onsite or Offsite facilities prior to construction, during construction, after construction and during operation.

**Mesa Water® Offices** – shall mean the Mesa Water® business offices currently located at 1965 Placentia Avenue, Costa Mesa, California 92627.

**Non-potable Water** – shall mean water (including Recycled Water) that is not intended for human consumption in conformance with the standards referred to in the definition of Potable Water, below, such as Potable Water downstream of an approved Backflow Prevention Device within an Landscape Irrigation System.

**Offsite or Offsite Facilities or Offsite System** – shall mean all Recycled Water Facilities and appurtenances thereto upstream of the Point of Connection.
**Offsite Supervisor** – shall mean a Qualified Person designated by the Mesa Water® to be responsible for the safe and efficient operation of the Mesa Water's Recycled Water distribution system; such person shall be knowledgeable in the construction and operation of Recycled Water distribution systems and in the application of state and local guidelines, criteria, standards, and regulations governing the use of Recycled Water.

**Onsite or Onsite Facilities or Onsite System** – shall mean all Recycled Water Facilities as designed, constructed, altered, repaired, replaced or restored downstream from the Point of Connection.

**Onsite Supervisor** – shall mean a Qualified Person designated by a Recycled Water customer and approved by Mesa Water® to be responsible for the safe and efficient operation of the customer's recycled water system; this person shall be knowledgeable in the construction and operation of Recycled Water and irrigation systems and in the application of state and local guidelines, criteria, standards and regulations governing the use of Recycled Water; this person shall be trained in cross-connection control to the satisfaction of Mesa Water®.

**OCWD** – shall mean Orange County Water District.

**Owner** – shall mean any holder of legal title, contract purchaser, or lessee under a lease where the tenant(s) are responsible for water service, of property for which Recycled Water Service has been requested or established.

**Point of Connection** – shall mean the location where the Offsite Water service line connects to the Onsite System, which shall be taken at the downstream end of Mesa Water’s Customer Control Valve located on the service meter. In the absence of a Customer Control Valve, the Point of Connection will be taken at the downstream end of the service meter unless, by written agreement only, Mesa Water® designates another location as the Point of Connection. Mesa Water’s meter normally will be set in a location that abuts a curb line or property line of the Approved Use Area.

**Point of Ownership** – Mesa Water’s Point of Ownership shall end at the outlet side of the Customer Control Valve or, if in the absence of a Customer Control Valve, the outlet side of the water meter or the control valve upstream of the backflow device. By written agreement only, Mesa Water® may designate another location as the ending Point of Ownership.

**Ponding** – shall mean the retention of Recycled Water on the surface of the ground or other natural or constructed surface for a period of time following the cessation of an approved Recycled Water use activity such that a hazard or potential hazard to the public health results.

**Potable Water** – shall mean water that is approved for human consumption by the appropriate federal, state and local regulatory agencies.
Potable Water System – shall mean the facilities that produce, convey and store Potable Water.


Purple Color – shall mean the color Pantone 512 or approved equal that is utilized to identify above ground equipment utilizing Recycled Water.

Pulled Meter – shall mean where the meter has been removed, but the service line is still in place.

Qualified Person – shall mean the Mesa Water District Engineer and/or other designee as assigned by the District Engineer.

RPP or RPPD – shall mean a Reduced Pressure Principal Device.

Recycled Water – shall mean water that, as a result of treatment of wastewater, is suitable for Direct Beneficial Use or controlled use that would not otherwise occur.

Recycled Water Service – shall mean the furnishing of Recycled Water to a user, pursuant to these Rules and Regulations, through a metered connection to the Onsite Facilities.

Recycled Water System or Recycled Water Facilities – shall mean the Offsite Facilities that produce, convey, store and supply Recycled Water.

Recycled Water User – shall mean any Customer issued a User Agreement or Water Service Agreement by Mesa Water® that replaces the User Agreement. The Recycled Water User and Owner may be one and the same.

Record Drawings – shall mean the design drawings that have been marked to show all construction changes for a given project to the best of available knowledge.


Retrofit – shall mean to change or modify in part or in whole the existing plumbing of an Onsite Potable Water System in order to serve Recycled Water.

Runoff – shall mean the flow of Potable Water or Recycled Water along the surfaces of the ground or other natural or constructed surface, including, but not limited to, pedestrian walkways, streets, playground surfaces and grassy slopes.
SARWQCB – shall mean the Santa Ana Regional Water Quality Control Board.

Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities – shall mean the latest edition of Mesa Water’s publication.

User Agreement – shall mean the "Recycled Water User Agreement" is a contractual agreement between the user and Mesa Water® that establishes the conditions for Recycled Water Service that Mesa Water® may use in place of the standard Water Service Agreement.

User Supervisor – shall mean a Qualified Person designated by the user (Customer) and approved by Mesa Water® who is responsible for the installation, operation, and maintenance of the user onsite facilities, the prevention of Cross Connection, and compliance with Mesa Water® Rules and Regulations.

Violation – shall mean noncompliance with any condition or conditions of these Rules and Regulations, User Agreement or Water Service Agreement by any person, action or occurrence, whether willfully or by accident.

Water Conservation Coordinator – shall mean the person (who may be an officer or employee of Mesa Water®) charged with the principal enforcement of this Program. The Water Conservation Coordinator may be the General Manager or another person so designated by the General Manager.

Water Reclamation – shall mean the renovation of wastewater to produce a product that is approved for specific beneficial uses by the appropriate regulatory agency.

Water Recycling Criteria – the Uniform Statewide recycling criteria established in California Code of Regulations Title 22 by CDPH for each varying type of use of Recycled Water where the use involves the protection of public health (California Water Code Section 13521).

Windblown Spray – dispersed, airborne Recycled Water capable of being transmitted through the air by natural or manmade wind to locations other than that for which the direct application of Recycled Water is approved.

Water Service Agreement – shall mean a written contractual agreement between an Applicant and Mesa Water® regarding the terms under which Mesa Water® shall provide water service to the Applicant.

1.3 SERVICE AREA

Mesa Water® provides Potable Water and Recycled Water Service to most of the City of Costa Mesa, parts of the City of Newport Beach, and some unincorporated county areas, including the John Wayne Airport. Mesa Water’s service boundaries are on file at the Mesa Water® offices. Mesa Water® may only provide water or services outside of...
the services boundaries through special arrangement.

1.4 SERVICE CONDITIONS

Water service shall be available only in accordance with these Rules and Regulations, as well as applicable federal, state, and local statutes, ordinances, regulations, and contracts, and other requirements including, but not by way of limitation, the California Water Code, the California Administrative Code and regulations imposed by state and local health departments, as well as the terms of any Water Service Agreement and/or permit issued by Mesa Water®. Any such permit may be revoked by Mesa Water®, and thereupon, all such water service shall cease in the manner provided in these Rules and Regulations.

As a condition of service, Mesa Water® reserves the right to require any Applicant to construct any water facility that Mesa Water® deems essential, including adding capacity for future use of the water facilities.

1.5 CUSTOMER RECORDS

Mesa Water® will provide information for the Customer of Record in accordance with Government Code Sections 6250 and following, also known as the California Public Records Act.

Any request for records shall be submitted to the District Secretary or designee. It is preferred that the request be made in writing by completing a Public Records Request form, which can be obtained at Mesa Water® offices, on Mesa Water’s website (www.mesawater.org), or by calling Administrative Services at (949) 631-1205.

1.6 ESTABLISHMENT OF RATES

In accordance with the California Water Code, the Board fixes the water rates and other related fees and charges. Periodically, the Board reviews and adjusts the rates, fees and charges.

1.7 GUIDELINES AND INTERPRETATIONS

The General Manager shall have the authority to adopt additional guidelines or generate written interpretations of these Rules and Regulations where necessary for day–to–day operations until such time as the Board chooses to act on such matter or on an indefinite basis if the matter is strictly operational. The General Manager shall make the Board aware of any day–to–day changes or adopted guidelines.

1.8 SEVERABILITY

If any section, subsection, sentence, clause or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such decision shall not affect the
remaining portions of these Rules and Regulations. The Board hereby declares that it would have passed these Rules and Regulations by section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.
SECTION 2 - CONDITIONS FOR SERVICE

2.1 ACCESS TO PREMISES

Authorized employees of Mesa Water®, upon presentation of credentials and during reasonable or necessary hours, shall have free access including, included, but not limited to, gate codes and keys or key cards, to any premises supplied with water by Mesa Water®, for the purpose of reading meters and/or making repairs, inspections, examinations or tests of the water system upon said premises and to ensure compliance with these Rules and Regulations.

If any authorized employee is refused admittance to any premises, or is hindered or prevented from reading meters, making repairs or inspections, examinations or tests, Mesa Water® may cause the water to be turned off from said premises after giving 24 hours notice to the Owner or occupant of said premises of the intention to do so. In the case of major violations, health hazards or for shut off due to non-payment Mesa Water® may cause the water to be turned off without notice.

2.2 OPERATION BY MESA WATER® EMPLOYEES

All of Mesa Water's water system, including but not limited to, water pipelines, reservoirs, fire hydrants, manholes, pumping stations, valves, connections, treatment facilities and other appurtenances and property, shall be under the management and control of the General Manager. No other persons, except authorized employees of Mesa Water®, shall have any right to enter upon, inspect, operate, adjust, change, alter, move or relocate any portion of the foregoing or any of Mesa Water’s property without the written consent of the manager or an authorized representative of the manager. In the event that an unauthorized person(s) enters upon, inspects, operates, adjusts, changes, alters, or relocates any facilities without written consent from the General Manager or an authorized representative of the General Manager then Mesa Water® reserves the right to prosecute such an unauthorized person to the fullest extent of the law.

2.3 ENFORCEMENT OF EXISTING SERVICE CONNECTIONS

Existing service connections shall be brought into compliance with these Rules and Regulations when the Customer of Record is so notified by Mesa Water®. The notification will include a compliance date. Failure to comply by the compliance date may result in termination of water service.

2.4 MESA WATER’S RIGHT TO INTERRUPT SERVICE

Mesa Water® reserves the right at any and all times to shut off water service for emergency, operational or maintenance purposes.

Mesa Water® will make reasonable efforts to minimize negative impacts and provide
appropriate notice to the Customer when shutdowns occur. However, Mesa Water® assumes no liability for the damages real or monetary as a result of the shutdowns.

2.5 MESA WATER® LIMITS OF RESPONSIBILITY AND LIABILITY

Mesa Water® assumes no responsibility for the maintenance and/or operation of the Customer's water system beyond the Point of Ownership.

Mesa Water® assumes no responsibility or liability if damage or injury is the result of the Customer or Customer of Record violating these Rules and Regulations.

Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in water service as provided in Section 2.4.

2.6 CUSTOMER LIABILITY

Except to shut off water to prevent damage, no person other than an authorized Mesa Water® employee shall at any time or in any manner, operate or cause to be operated, any valve in or connected with a water Main, service connection or fire hydrant or tamper or otherwise interfere with any water meter, check valve or other part of Mesa Water's water system, except the Customer Control Valve. In the event a person, for any reason, digs out or uncovers a corporation stop, angle meter stop or valve controlling a water supply, lifts or removes a meter box cover or its center piece or causes or suffers any such act to be done, such person will be held liable to Mesa Water® for any injury or damage occasioned thereby or resulting there from. In addition, the Customer of Record will be held liable to Mesa Water® for any costs incurred for repairing, replacing or adjusting any meter or other appurtenances which have been damaged due to negligence or carelessness, including but not limited to, damages caused by hot water or steam from a boiler.

2.7 VIOLATIONS AND ENFORCEMENT

Mesa Water® shall have the right to discontinue service to any Customer or property who fails to comply with Mesa Water’s Rules and Regulations. Such discontinuance of service shall occur after the Customer of Record has been given notice to remedy such noncompliance and/or to cease and desist from such Violation or infraction, and a reasonable opportunity thereafter within which to comply with said notices. Such time may be specified in the notice to comply/desist. No such notice need be given where the noncompliance, Violation or infraction of any rule or regulation by the Customer results, or is likely to result, in a dangerous or unsanitary condition or a health, pollution or system hazard on the Customer's premises and/or in Mesa Water’s water system or elsewhere, or where discontinuance of service is necessary to protect Mesa Water® from fraud, loss or abuse.

By definition, noncompliance with any condition or conditions of Mesa Water’s Rules
and Regulations, Water Use Permit or Water Use Application, whether willfully or by accident, shall constitute a Violation. The General Manager may assess a fine to the Customer of Record, as stated in the Water Rate and Charge Schedule (Refer to Mesa Water's website at www.mesawater.org), for each Violation of Mesa Water’s Rules and Regulations and for each incidence involving the intentional and improper taking of water. Each day that a Violation of these Rules and Regulations continues, or each day such intentional and improper taking of water continues, shall be treated as a separate Violation of this provision. No further water service shall be provided to such Customer or property by Mesa Water® until such charge has been paid or otherwise satisfied. If the charge is paid under protest, the Customer of Record can file a written appeal to the Board.

2.8 CORRECTIVE ACTION

Any person, firm, corporation, association, or agency found to be violating any provision of Mesa Water’s Rules and Regulations or the terms and conditions of the Water Use Permit, or Water Use Application, or applicable state or local statutes, regulations, ordinances, or other requirements shall be served by Mesa Water® with written notice stating the nature of the Violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease or cure all such violations. Failure to conform or comply with such notice with the stated time period may subject the noticed party to all rights and remedies available at law or in equity to Mesa Water®. This Section 2.8 is in addition to, and not by way of derogation of, any other remedies or procedures available to Mesa Water® by law, regulation, or pursuant to any of the provisions of the Mesa Water’s Rules and Regulations.

2.9 RIGHT OF APPEAL

Notwithstanding any of the provisions of Mesa Water’s Rules and Regulations concerning water service, any aggrieved Customer of Record, who remains dissatisfied with the final decision of the General Manager in administering said Mesa Water’s Rules and Regulations, can appeal, in writing, such final decision to the Board. The Board shall hear such appeal and render its decision. The decision of the Board shall be final.
SECTION 3 - WATER BILLING AND CUSTOMER SERVICE

3.1 RESPONSIBILITY FOR ACCOUNT

The Customer of Record, or the Applicant on the Application for New Service, is responsible for all bills or invoices until Mesa Water® is notified that the account is being closed. The Customer of Record will then be responsible only for services up to and including the day the account is closed. If the new Customer has not informed Mesa Water®, prior to the closing date, that the new Customer is assuming responsibility for the water or service, the account will be closed, water service discontinued and the meter will be locked.

3.2 NEW ACCOUNTS

Water service will be provided upon request where there is a service line and meter. Requests must be made at least one business day in advance of the service day to commence.

If Mesa Water® determines that water may run uncontrolled at a property and no one is at the property, the water will not be turned on.

3.3 CLOSING OF ACCOUNTS

The Customer of Record, or the Applicant on an Application for New Service, is responsible for all bills or invoices until Mesa Water® is notified that the account is being closed. Should a Customer of Record wish to discontinue water service, Mesa Water® Customer Service staff must be informed at least one business day before the date service is to be discontinued.

The Customer of Record will be responsible for payment for all water registering on the meter up to and including the day the final meter reading is obtained. The water service shall be turned off and the meter will be locked unless a new Customer has notified Mesa Water® that they will be responsible for the service.

A closing bill will be prepared, which reflects the charges for all water registering on the meter at the time of final reading, any previous balances owed (including prior bills, fees and charges) and the Basic Charge which shall be prorated based on the number of days in service. Any deposit retained by Mesa Water® on the account shall then be credited to the account. Refunds shall be made in accordance with the limits shown in the Water Rate and Charge Schedule. The Customer of Record will be billed for any amounts over the deposit, in accordance with the limits defined in the Water Rate and Charge Schedule.

Tenants will continue to be responsible for fireline services unless the Owner becomes the Customer of Record. Tenants may provide the information and Mesa Water® will verify it before the responsibility is changed.
The closing bill will include a due date. If payment in full is not received by this date, a closing delinquent bill will be sent. If payment in full is not received, Mesa Water® may send the outstanding balance to a collection agency for collection.

3.4 BILLING

Bills cover a specified period of service, which is stated on the water bill.

Bills for water service will be based on meter readings or in some cases estimated usage.

A surcharge will be applied to all accounts that receive water service outside Mesa Water’s service area. The surcharge will be in accordance with the Water Rate and Charge Schedule.

Invoices for construction water or other services provided by Mesa Water® shall be billed according to the fees, charges and conditions outlined in the Water Rate and Charge Schedule.

All bills and invoices are due and payable upon receipt. Unpaid bills and invoices are considered delinquent if payment is not received by the due date shown on the bill or invoice.

3.4.1 Billing Disputes

Any dispute by the Customer of the amount owed on a bill or invoice must be raised within ten days of the date of billing printed on the bill or invoice, or the bill or invoice will be considered correct and payable.

Only the disputed portion of the bill may be set aside by Mesa Water® pending resolution of the dispute. The Basic Charge plus any outstanding balance, charges or deposits must be paid. The undisputed portion of the bill must be paid in accordance with Mesa Water’s Rules and Regulations for Water Service governing undisputed bills or invoices.

3.5 PAYMENTS

Cash payments for all services provided by Mesa Water® must be made at Mesa Water’s offices located at 1965 Placentia Avenue, Costa Mesa, California.

No payment by any method will be accepted by Mesa Water® personnel away from the Mesa Water® offices.

Payments received without sufficient information to properly credit the Customer's account may be returned without being processed. Additional fees may be applied to the account.
3.5.1 Payments Made at Mesa Water® Office

Payments made at Mesa Water® offices may be in the form of cash, credit card, check, cashier's check, traveler's check or money order. Payments can be made online at Mesa Water® office via the computer located in the lobby.

Payments made at the office by close of business day will be credited to the account that same day. Payments received in the night drop box by the opening of business on a regular business day will be credited to the account that business day.

3.5.2 Payments Made by Mail to the Lockbox

Payments made by mail will be credited to the Customer's account on the same day received by Mesa Water's lockbox service provider if proper information is received.

3.5.3 Payments Made by Third Party Vendor

Mesa Water® accepts payments by credit/debit card through a third-party administrator that may charge a fee to the Customer of Record for this service. Customers may call Mesa Water's Customer Service staff at (949) 631-1200 or visit the Mesa Water® website at www.mesawater.org in order to obtain the toll free number.

Payments made to Mesa Water® through a third party administrator(s) will be credited to the Customer of Record's account on the date of transaction. If the Customer's account is in danger of shut off, Mesa Water® should be notified the Customer that payment has been made by providing confirmation number. Customers utilizing third party administrator(s) payment(s) on for a delinquent account should contact Mesa Water® with a confirmation to ensure additional fees are not assessed.

3.5.4 Payments Made at Satellite Payment Center

Mesa Water® may in its discretion provide satellite payment drop boxes. Locations of such drop boxes are subject to change. Please call Mesa Water® Customer Service staff at (949) 631-1200 for more information. Satellite drop boxes are checked on a weekly basis. Another payment method should be used if the due date on a pending billing is less than eight days. Once received there will be one day delay while the account payment is updated.

3.5.5 Payments Returned by Bank

Should a payment be returned by the bank for any reason, the Customer of Record will be notified and a fee will be charged against the account(s) to which the payment had been credited. The fee will be assessed in accordance with the Water Rate and Charge Schedule. Should a Customer of Record have two returned payments within 12 months, Mesa Water® may require all payments by or on behalf of such Customer of Record be made by cash, cashier's check, money order or credit/debit card.
3.5.6 Extensions

Arrangements may be made between Mesa Water® and the Customer of Record prior to the due date on any invoices during the billing process to extend a stated due date. However, the Customer of Record must adhere to the terms of the arrangement. Failure to do so will subject the account to Mesa Water's Rules and Regulations on payment delinquencies. A fee for payment extensions will be charged in accordance with the Water Rate and Charge Schedule.

3.6 DELINQUENCY

A bill is delinquent if Mesa Water® has not received payment by the due date shown on the Regular Bill. A fee for payment delinquency will be charged in accordance with Mesa Water's Water Rate and Charge Schedule.

3.6.1 Delinquent Bills

A delinquent bill will be mailed to the Customer of Record at the address shown on Mesa Water's Customers records if payment is not received by the due date indicated on the regular water bill and a fee therefore will be imposed in accordance with the Water Rate and Charge Schedule.

The delinquent bill will have a due date. If payment in full is not received by this date, water service to the property concerned will be subject to disconnection and a fee will be imposed by Mesa Water® to the Customer of Record of the delinquent bill due.

3.6.2 Notice of Planned Termination of Water Service

If payment is not received by the due date of the delinquent bill, a notice of planned termination of water service (Notice) will be mailed to the address where water service is being received.

The Notice will show a termination of service date. If payment of all water bills, fees, charges and deposits is not received by this date, water service may be discontinued without further notice.

Where the account provides water service to more than one premise (for example, apartment buildings), when practical, a Notice will be delivered to each location benefiting from the service as required by Public Utilities Code Sections 10009 and 10009.1. If this step is not feasible, Notice(s) shall be posted in common areas accessible to residents. Additional fees will be charged for this service, in accordance with the Water Rate and Charge Schedule.

Fees for the Notice of Planned Termination of Water Service will be in accordance with the Water Rate and Charge Schedule.
3.6.3 Termination of Water Service for Nonpayment

When a Mesa Water® representative visits the service address for nonpayment, shut off fees will be assessed. When water service is terminated, the meter shall be locked and tagged. Fees and charges associated with termination of service as a result of non-payment are shown in the Water Rate and Charge Schedule.

Tampering with the lock or turning the water service back on, or in any other manner interfering or tampering with Mesa Water's property, is prohibited. Penalties for such interference will be charged in accordance with the Water Rate and Charge Schedule. Criminal penalties, as set out in state Law, may also apply.

3.6.4 Restoration of Water Service

All amounts owed, including all bills, fees, charges, and deposits, must be paid or otherwise satisfied before water service will be restored. If the water meter has been removed, all fees must be paid before the water meter is re-installed. Fees for the restoration of service are shown in the Water Rate and Charge Schedule.

If payment is not received within 10 days of termination of service, the account will be closed and the balance owed may in Mesa Water's discretion be turned over to a collection agency for collection. Any account that has not been paid in full by the due date on the Delinquent closing bill shall be subject to a collection fee. The past due account has 90 days to pay in full before being sent to collections.

3.7 DEPOSITS

Deposits will be required on Customer accounts when:

1. Three delinquent bills are generated within a 24 month period;
2. The account is on the turn-off list two times within a 24 month period;
3. A Notice of Planned Termination (Tag) of Water Service is delivered to the service address for a second time;
4. Service is terminated for nonpayment; or
5. Water has been used, but the Customer has not notified Mesa Water® that he/she is assuming responsibility for the water service.

The amount of the deposit is shown in the Water Rate and Charge Schedule. However, the amount of the deposit may be set differently at the discretion of Mesa Water's General Manager or designee in an amount sufficient in his/her judgment to ensure that future bills will be paid when presented.
Mesa Water® will credit the Customer of Record’s deposit to the account, if all bills have been paid by the due date on the regular water bill, for the previous 12 consecutive on-time payments. Interest will not be applied or credited to deposits held by Mesa Water®. If a deposit is on file when a water account is closed, such deposit will be credited to the final bill.

3.8 CUSTOMER INQUIRIES AND COMPLAINTS

All Customer inquiries and complaints will be handled as expeditiously as reasonable possible. In some instances, extensive research will be required, thus extending the time required for resolution, and the Customer will be so informed. Please refer to Section 3.4.1 for billing disputes.

3.8.1 Meter Inquiries and Testing

If a Customer is concerned that the meter is not operating correctly or is not accurate, upon written request from the Customer of Record, Mesa Water® will test the meter for accuracy. Prior to the removal of the meter for testing, Mesa Water® shall require a meter test deposit in accordance with the Water Rate and Charge Schedule. Meter test deposits will be refunded if the meter is determined to be recording outside the prescribed limits for meter accuracy.

If the meter is found to be registering three percent on average in excess of the actual quantity flowing through the meter based on multiple flows during testing, Mesa Water® will replace the defective meter, refund the meter test deposit and refund to the Customer of Record the full amount of the overcharge based on the corrected meter readings for the previous period, not exceeding six months from the date of the written request, that the meter was in use by the same Customer.

If the meter is not defective and does not register three percent in excess, the meter test deposit shall be forfeited to Mesa Water® and the water bill shall be due and payable as rendered.

If Mesa Water® discovers the meter registers less than 97 percent accuracy based on multiple flows during testing or is inoperable, the meter will be replaced and the Customer may be assessed based on the average consumption for at least 12 preceding months during which the meter was in use and registering correctly.

3.8.2 High Water Use Investigations

Customers may request that Mesa Water® assist them in the detection of leaks or other conditions, which may result in higher than normal water usage. Inspections may be arranged with Mesa Water® to survey the home or business to assist Customers in determining leaks and/or isolate probable areas of concern. Such requests will be handled by appointment only. Appointments may be arranged by contacting Mesa Water’s Customer Service staff. Mesa Water® reserves the right to refuse multiple
requests made by the Customer of Record for the same service address.

3.8.3 Water Quality Inquiries

Mesa Water® strives to provide Customers with high quality water at all times. If a Customer suspects any problem with the quality of water provided the Customer may contact Mesa Water® and a representative will arrange to meet with the Customer at home or business to investigate the concern. Information regarding water quality analyses of Mesa Water’s water is available to the public.

3.9 BANKRUPTCIES

When Mesa Water® receives notice that a Customer of Record has filed for bankruptcy, the Customer of Record’s account(s) will be closed, whenever possible, as of the date of the bankruptcy filing. Any outstanding balances as of that time will be considered covered in the bankruptcy proceedings and Mesa Water® may file a claim accordingly. Service will not be terminated.

A new account will be created for such Customer of Record for ongoing service. A deposit may be charged in accordance with the Water Rate and Charge Schedule and Section 3.7.
SECTION 4 - CONSTRUCTION OF WATER FACILITIES AND APPURtenANCES

4.1 APPLICATION PROCESS

Any person, firm, or corporation who wishes to install, remove, alter or replace, or cause to be installed, removed, altered, or replaced, any water facility or appurtenance must obtain a permit from Mesa Water® to do such work.

Any person legally entitled to apply for and receive the permit shall complete the Mesa Water® supplied Application for New Service form (Refer to Appendix 1 for Application for New Service). The Applicant shall submit the application form, a complete subdivision map when applicable and a water facility construction plan showing the proposed service connection thereon, signed by a Civil Engineer registered in the State of California. All maps and plans shall be to the standards, size and drawn on material specified in Mesa Water’s current Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities.

4.1.1 Plan Check Process

After payment of the plan check fee (Refer to Appendix 2 for Payment Voucher), Mesa Water’s District Engineer, or an authorized representative or other appropriate personnel, will review such plans in accordance with the plan check process located in Mesa Water’s Standard Specifications and Drawings for the construction of Mesa Water® facilities. All plans must conform to Mesa Water’s current Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities before they will be approved.

4.1.2 Issuing the Permit

Upon approval of such plans, and upon receipt of required fees and charges, including Capacity Charges, Mesa Water® shall validate and issue a permit.

The permit shall be valid for a period of one year from the date of issuance. If construction has not commenced within said year, the permit automatically becomes invalid and the Applicant forfeits all moneys, except Capacity Charges, paid to Mesa Water® in connection with the Application for New Service. The Applicant will be required to reapply for a new permit.

4.1.3 Water Service Agreement

Before water service is provided, the Applicant shall enter into a Water Service Agreement (Refer to Appendix 3 for Water Service Agreement with Mesa Water District for Water Service) with Mesa Water® regarding the terms under which Mesa Water® shall provide water service to the Applicant. The Applicant shall complete, sign and submit a Water Service Agreement. Mesa Water® shall enter into the Water Service Agreement only upon approval of the development project and payment by the
Applicant of required fees and charges set forth in the Water Service Agreement. No water service shall be provided by temporary water services or by any other means until the Water Service Agreement has been signed by Mesa Water® and the Applicant.

4.1.4 Fees and Charges

Mesa Water® personnel will determine the fees and charges for new development in accordance with the Water Rate and Charge Schedule.

4.1.5 Capacity Charges

Mesa Water® has adopted Capacity Charges in the amounts specified in the Water Rate and Charge Schedule. The Capacity Charges will be used to assist Mesa Water® in paying for the facilities and improvements to Mesa Water’s water system required by this development.

All Rules and Regulations governing Capacity Charges in their entirety are applicable to the same property for which a Water Service Agreement is in effect.

4.1.5.1 Calculating the Capacity Charge

As herein provided, the amount of any Capacity Charge shall be determined by the District Engineer and approved by the Board of Directors. All decisions in regard thereto shall be based on sound engineering practices consistent with new development paying only the amount of money necessary to fund its fair share of existing and future facilities that provide water capacity.

Capacity charge credit for existing 5/8 inch and ¾ inch meters will be applied based on a ratio of the maximum flow rate for that meter using a 1 inch meter as base line for the credit. In all other cases the Capacity Charge shall be assessed in accordance with the fee schedule contained in the Water Rate and Charge Schedule.

At the time the Applicant requests meters to be installed, Mesa Water® will review the assessed Capacity Charge. If there have been changes in the project, which affect the Capacity Charges, additional Capacity Charges will be assessed or a refund will be credited to the meter costs. The meters will not be installed until both the meter costs and any additional Capacity Charges have been paid.

Capacity charge credits are the possession of the property owner, and under no circumstances are to be severed from the real property for which such credits were paid. For commercial developments, the property owner must provide a letter granting a tenant the right to any capacity charge credit(s), if said credits are to be attributed to anyone other than the property owner.

No Capacity Charges will be assessed if an Applicant is removing a meter and is replacing it with a meter of the same size, providing that one of the following conditions
is also satisfied:

1. The new meter is installed on the same service line from which the old meter is removed; or

2. The new meter is installed on a new service line and the existing service line is abandoned when the old meter is removed.

Mesa Water® does not assess Capacity Charges for dedicated fire line service connections or temporary service connected to fire hydrants.

4.1.5.2 Calculating Capacity Charge Credits on Meters Pulled at the Time of Redevelopment

Mesa Water® will apply a Capacity Charge credit on an account for meters that will be pulled at the time the property is redeveloped, providing one of the following conditions is satisfied:

1. The old meter is pulled and a new meter of a different size is installed on the existing service line; or

2. The old meter is pulled and the existing service line is abandoned. Any new meters of different sizes shall be installed on new service lines.

The District Engineer or an authorized representative will determine the Capacity Charge credit on the meter that is pulled per the Water Rate and Charge Schedule.

The credit will be based on the Capacity Charge in effect for the meter size being pulled according to the building classification and water use type the meter presently serves.

If the Capacity Charge credit exceeds the Capacity Charge calculated on the new meters, the excess credit may be carried forward with the property for additional development. The excess credit will be discounted five percent each year that it is carried and at the 15th year, the credit can no longer be used. Any excess credit may only be used once. Subsequent excess credit cannot be carried forward.

The number of years used for Capacity Charge credit will be determined by calculating the number of years between the date the Application For New Service permit was issued for the redevelopment project for which the credit originated and the date the Application For New Service permit was issued for the redevelopment project for which the Applicant wishes to use the credit.

No Capacity Charge credit will be allowed for the removal of Automatic Fire Sprinkler Service connections.

4.1.5.3 Calculating Capacity Charge Credits on Meters Pulled Prior to
Redevelopment

Mesa Water® will apply a Capacity Charge credit on meters pulled prior to the redevelopment of the property providing that all of the following conditions are satisfied:

1. The service line to which the meter was once connected is still connected to Mesa Water's water system; and

2. The Pulled Meter was recorded and the record is on file at Mesa Water®; and

3. The new meters that will be installed are a different size (upgrade or downgrade) from the meters that were pulled prior to the redevelopment of the property; and

4. A new meter shall be installed on the service line to which the meter was once connected, or the service line shall be abandoned and the new meter shall be installed on a new service line.

Mesa Water® will not apply a Capacity Charge credit for meters where both the meter and the service line were abandoned prior to the redevelopment of the property.

The District Engineer or an authorized representative will determine the appropriate credit amount.

The credit on the Pulled Meter will be based on the fee in effect for the meter size being replaced according to the building classification and water use type the meter previously served.

The credit is subject to a five percent reduction for each year that the meter was pulled prior to the Application for New Service. No credit will be given for meters that were pulled 15 years or more prior to the date the Application for New Service permit is issued.

The number of years that will be used for the reduction in Capacity Charge credit will be determined by calculating the difference between the date on file at Mesa Water® that the meter was pulled and the date the Application for New Service permit is issued.

In the case where the new meters being installed are the same size as the meters that were pulled, Mesa Water® will apply a discount on the amount of the Capacity Charge calculated on the new meters, providing all of the following conditions are satisfied:

1. The service line to which the meter was once connected is still connected to Mesa Water's water system; and

2. The Pulled Meter was recorded and the record is on file at Mesa Water®;
3. A new meter shall be installed on the service line to which the meter was once connected or the service line shall be abandoned and the new meter shall be installed on a new service line.

The amount of the discount will be based on the length of time since the meter was pulled. The length of time will be determined by calculating the difference between the date on file at Mesa Water® that the meter was pulled and the date the Application for New Service permit is issued.

4.1.5.4 Application of Capacity Charges to Public Agencies

For purposes of this section "Public Agency" shall have the same meaning as set forth in Government Code Section 54999.1(c) or any successor section thereto.

Any development or application to Mesa Water® for increased water service by any Public Agency shall be subject to a Capacity Charge. The amount of such Capacity Charge shall be determined under Section 4.1.5. of these Rules and Regulations. The determination of the Capacity Charge with regard to an individual Public Agency development project shall be made based on the same criteria and methodology applicable to non-public Applicants.

The assessment of the Capacity Charge on any school district, county office of education, community college district, the California State University, the University of California or state agency, as defined in Government Code Section 54999.1(g), (collectively referred to as "School/State Agency" for the purposes of this Section) shall be subject to the following:

The Capacity Charge shall be paid by such School/State Agency in an amount equal to the actual construction costs of that portion of Mesa Water’s water system actually providing, or needed to provide, service to such School/State Agency.

To the extent that the appropriate Capacity Charge to such School/State Agency is in excess of the amount equal to the actual construction costs, the assessment and collection of said Capacity Charges may be adjusted on a case–by–case basis by Mesa Water’s District Engineer.

4.1.5.5 Use of Recycled Water

If a Capacity Charge was calculated, in whole or in part, based on the average annual usage that included service that is later replaced by the use of Recycled Water, upon written request, the Customer of Record shall be entitled to a rebate (without interest) of a portion of the Capacity Charge paid to Mesa Water®, provided the Customer of Record has entered into an agreement with Mesa Water® for the provision of Recycled Water at the same property for which the Capacity Charge was paid.
The rebate shall be calculated based on the original Capacity Charge paid and the amount of Recycled Water subsequently provided and used on such property. Mesa Water® shall pay the rebate to the Customer of Record 30 days after the Customer begins receiving Recycled Water Service from Mesa Water®.

4.1.6 Bonds and Conditions for Release of Bonds

As security for guarantee against defective material or work quality and as security for guarantee of the completion of the proposed project, the Applicant shall deliver to Mesa Water® a Construction Performance Bond ("Bond") in accordance with the rate specified in the Water Rate and Charge Schedule. The Bond must be received and approved by Mesa Water® prior to Mesa Water’s final approval of plans or issuance of the permit.

Mesa Water® will accept only a cash bond as payment for the Bond if the construction estimate for the water facilities is less than $25,000. If the construction estimate for the water facilities is $25,000 or greater, Mesa Water® will accept a surety bond provided the following conditions are met:

1. The developer is charged a one percent bond administration fee.
2. All Bonds are processed on a Mesa Water® approved Bond form.

The Bond, whether cash or a surety, will be eligible for release one year after all of the following conditions have been satisfied:

1. All fees and charges are paid current; and
2. The project has been completed to the satisfaction of Mesa Water®; and
3. Mesa Water® has received and has recorded with the County Recorder’s office all necessary documents of conveyance and guarantees.

Approximately one year after all of the above conditions have been satisfied, Mesa Water® will conduct a follow-up inspection of the water facilities. If the facilities are free from defective material and work quality, and all fees and charges are current, the Bond will be released. The Bond will stay in effect until all such conditions are met.

4.1.7 Document of Conveyance and Guarantee

Easements shall be approved and accepted by the Board prior to the installation of meters. The document(s) will transfer to Mesa Water® all interest and title to such system and appurtenances, guaranteed free of all liens, together with necessary deeds, easements or rights-of-way, as applicable, for future maintenance and upkeep. Documents of conveyance shall be received not less than 60 days prior installation of
meter that was requested to allow sufficient time for Board consideration and approval.

For a period of one year after acceptance of the work by Mesa Water®, repair and/or replacement of any and all dedicated facilities that may prove to be defective in work quality and/or materials, together with any other works that may be displaced in so doing, shall be at the sole cost and expense of the Applicant. Such repair and/or replacement shall be without expense whatsoever to Mesa Water® unless the repair(s) and/or replacement(s) were the result of ordinary wear and tear or unusual abuse or neglect by Mesa Water®.

In the event of an emergency, as determined by Mesa Water®, Mesa Water® shall notify the Applicant of any defect and shall immediately proceed to have the defects repaired and/or replaced at the expense of the Applicant, who shall pay the costs and charges upon demand.

In the event that Mesa Water® becomes aware of a defect in material or work quality, which does not involve an emergency, Mesa Water® shall notify the Applicant and the Applicant shall undertake to accomplish the necessary repair or replacement. If within one week from the date of notification the Applicant has not accomplished the necessary corrective procedures or made satisfactory arrangements thereof, Mesa Water® shall proceed to have the defects repaired and/or replaced at the expense of the Applicant, who shall pay the costs and charges upon demand by Mesa Water®.

In the event that the Applicant fails to pay for the costs and charges resulting from repairs and/or replacements of the facilities as provided in this section, Mesa Water® reserves the right to reduce the amount of, or draw upon, the Applicant's security bond by the amount necessary to cover any such costs and charges.

4.2 CONSTRUCTION OF WATER FACILITIES

The Applicant is required to perform construction with the assistance of a licensed Contractor (Class A or C34); however, the Applicant may request Mesa Water® to perform the work.

It will be the responsibility of the Contractor to furnish all materials that meet the specifications contained in the then current edition of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities. It also will be the responsibility of the Contractor to provide all labor and equipment necessary to install the water facilities in conformance with the approved plans and the specifications contained in the latest edition of the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities.

Mesa Water® may construct facilities at Mesa Water's cost upon approval of the General Manager. Mesa Water® shall prepare a cost estimate of the construction. The Applicant must pay a deposit in the amount of the cost estimate before Mesa Water® will begin construction. After the work has been completed, the actual cost of the
construction will be determined and excess funds from the deposit will be refunded or the Applicant shall be required to pay the costs in excess of the deposit.
4.2.1 Underground Service Alert

The Contractor shall be responsible for researching utility records and indicating the location of all known utilities on the plans. At least two business days (48 hours) before beginning the work, the Contractor shall call U.S.A. (Underground Service Alert) at 1(800) 227-2600 for utility Owners to mark the location of substructures. It shall be the Contractor's responsibility to determine the true location and depth of all utilities and service connections. The Contractor shall become familiar with the type, material, age and condition of any utility that may be affected by the work.

The Contractor shall not interrupt the service function or disturb the supporting base of any utility without authority from the utility Owner or on order from Mesa Water®.

Where protection is required to ensure support of utilities, the Contractor shall furnish and place the necessary protection at the Contractor’s expense.

The Contractor shall immediately notify the District Engineer and the utility Owner if the Contractor disturbs, disconnects or damages any utility.

4.2.2 Safety Requirements

The Contractor must adhere to all appropriate CAL/OSHA safety requirements while on the job site. The Contractor shall have, at the job site, copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders and General Industrial Safety Orders issued by the California State Division of Industrial Safety. The Contractor shall comply with provisions of these and all other applicable laws, ordinances and regulations.

4.2.3 Charges for Damages

It will be the Contractor's responsibility to "protect in place" all Mesa Water® facilities. In the event it becomes necessary for Mesa Water® to provide assistance to the Applicant, the Contractor or any third party, or to make repairs to Mesa Water’s facilities damaged by any of the above, Mesa Water® will charge the Applicant, Contractor or third party for the actual cost of assistance and/or repairs plus Mesa Water’s full overhead rate.

4.2.4 Valves and Water Main Shutdowns

It shall be the Contractor's responsibility to keep all valves exposed and accessible at all times. If a water Main shutdown is required, only Mesa Water® personnel are authorized to perform shutdown operations. The Contractor shall notify Mesa Water® engineering staff and affected users at least 24 hours in advance in areas where shutdown is requested.

4.2.5 Mesa Water® Inspection

All new water facilities shall be subject to inspection by Mesa Water® or its authorized
agent(s). Such facilities shall be installed in accordance with the latest version of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities. Inspection of new water facilities shall be scheduled in accordance with the requirements of the issued permit and accompanying inspection check list.

The Contractor shall notify Mesa Water® engineering staff at least two business days (48 hours) prior to the commencement of construction of any water facilities.

Contractors requiring inspection outside Mesa Water’s normal working hours shall be charged Mesa Water’s full overhead rate and overtime rate. Requests for after-hours inspections shall be made in writing to the Mesa Water® Inspector a minimum of five business days in advance.

Water facilities under construction shall be under the Customer’s control and under the management of an onsite superintendent designated by the Customer or the Contractor and approved by Mesa Water®. The onsite superintendent shall be responsible for the installation, operation, and maintenance of the onsite facility, equipment, enforcement of these Rules and Regulations, and prevention of cross connections and potential hazards. The onsite superintendent or his representative shall be available via telephone at numbers listed with Mesa Water® for contact during working hours (Monday through Thursday from 7:00 a.m. to 4:30 p.m. and Friday from 7:00 a.m. to 3:30 p.m.) and after hours.

4.2.6 Size, Location and Installation of Water Services

Mesa Water® reserves the right to determine the size of the meter and service connection and determine location of the meter and service connection in relation to boundaries of the premises to be served.

Due to changes in the newly released 2012 Uniform Plumbing Code, all new residential meter installations are required to be 1 inch or larger in order to supply adequate flow for fire protection.

Mesa Water® reserves the right to limit the number of houses or buildings, or the area of the land, under one ownership, to be supplied by one service connection. When property provided with a service connection is subdivided, the service connection shall be considered as belonging to the lot or parcel of land that it directly enters.

A service connection shall not be used to supply an adjoining property.

If a service connection relocation is more than five feet laterally from the existing service connection, it will be considered a new service connection.

All new fire service connections shall have a fire service meter installed per Mesa Water® Standards.
Mesa Water® reserves the right to require the installation of a fire service meter on existing fire service at the Owner’s expense per Mesa Water® Standards if it has been determined by Mesa Water® that water from the fire service has been illegally utilized by the Owner.

4.2.7 Meter Installation

All meters shall be provided and installed by Mesa Water® and shall remain the property of Mesa Water® at all times, though committed to a particular service connection, and shall be maintained, repaired, replaced and meters read by Mesa Water® personnel. The Applicant shall pay the cost of installing meters at the time of the permit is issued before any meters will be installed. The fees for meter installation will be in accordance with the rates in the Water Rate and Charge Schedule.

4.2.8 Single Meter Policy

Mesa Water’s standard metering policy is that individually owned units shall be individually metered unless otherwise set forth in these Rules and Regulations. Furthermore, all developments that have five or more individually owned units or greater than 2,500 square feet of irrigated landscape shall install a separate irrigation meter.

A dedicated irrigation water meter is required, if Recycled Water is available, for all irrigated landscape areas greater than 2,500 square feet to facilitate water management. This requirement pertains to all new landscape installations or landscape rehabilitation projects, excluding those for single-family residential properties.

The meter size for an irrigation system shall be a 5/8 inch or larger.

In most cases, the irrigation meter shall be sized based on the peak flow through a single valve of the irrigation system (i.e., highest producing valve). However, Mesa Water® reserves the right to further evaluate the system and to select a meter size that best meets the needs of the system. The meter size may be based on multiple valves, branches of the system, square footage, or as deemed most appropriate by Mesa Water®.

All meters shall be placed in public right of way unless approved easements are accepted by the District Engineer and approved by the Board of Directors per Section 4.2.15.

4.2.8.1 Multi–Family Buildings Policy

Multi–family buildings may apply for a master meter given the following conditions:

- Building has 10 or more and separate units
- Building is greater than three levels

However, Mesa Water® recognizes that there may be local and individual conditions
that make individual metering not feasible. Therefore, the Board delegates to the General Manager the authority to waive the single meter per unit policy on a case-by-case basis according to the following standards:

1. Mesa Water’s policy of appropriate distribution of costs to all consumers still applies. For example, regardless of whether a party occupies the traditional single-family residence or occupies a condominium unit, the same Basic Charge, plus the cost of the water would apply.

2. A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

3. In addition, Mesa Water® shall require a letter signed by the appropriate officer or agent stating that the appropriate entity accepts full responsibility for payment of all water bills, and that in the event of transfer of ownership, the new Owner(s), or Owners association, accepts full responsibility for payment.

The District Engineer shall review each case and make recommendations to the General Manager. The General Manager shall report to the Board about each variance granted, the location, Owner and conditions.

4.2.8.2 Master Meter Policy

Mesa Water® recognizes that there may be local and individual conditions that make individual metering not feasible as follows:

- Residential meter installations of 30 or more meters located on a manifold within the public right-of-way
- Conflicts with existing infrastructure that would result in non-traditional meter installations
- Commercial complexes with continuously changing tenants

In such cases the Board delegates to the General Manager the authority to waive the single meter per unit policy on a case-by-case basis according to the following standards:

1. Mesa Water’s policy of appropriate distribution of costs to all consumers still applies. For example, regardless of whether a party occupies the traditional single-family residence or occupies a condominium unit, the same Basic Charge, plus the cost of the water would apply.

2. A development shall be billed on the greater of the following: the cost of water used, plus the Basic Charge based upon actual meter size, or the
cost of water used, plus the number of individual units multiplied by the Basic Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

3. A development shall be billed on the greater of the following: the Capacity Charge based upon actual meter size, or number of individual units multiplied by the Capacity Charge for the size of meter that would have been installed at each unit, if the variance had not been granted.

4. In addition, Mesa Water® shall require a letter signed by the appropriate officer or agent stating that the appropriate entity accepts full responsibility or payment of all water bills, and that in the event of transfer of ownership, the new Owner(s), or Owners association, accepts full responsibility for payment.

The District Engineer shall review each case and make recommendations to the General Manager. The Board of Directors will be notified through the Developer’s Status Report when a master meter has been installed. Documentation for waiving the single meter unit policy will be kept in the project file.

4.2.9 Submetering and Prohibited Practices

4.2.9.1 Application

This rule pertains to all Customers located within Mesa Water’s service boundaries to which Mesa Water® provides water service. For purposes of this rule, multi-family residential units shall mean two or more residential units served from one water meter.

4.2.9.2 Prohibited Practices

In the case of multi-family residential units, mobile home parks and commercial locations that install or utilize submeters or a submetering system in order to allocate the costs of water to tenants, subtenants, lessees or similar persons or parties, the following practices shall be prohibited (unless authorized in advance in writing by the Board, or by the General Manager at the direction of the Board):

1. No Customer, or contractee with a Customer, shall represent to any submetered tenant, subtenant, lessee or similar person or party that such Customer (or such contractee) is a provider of water service or water services; and

2. No Customer, or contractee with a Customer, shall terminate, or threaten to terminate, water service to any submetered tenant, subtenant, lessee or similar person or party by reason of non-payment of any allocated costs for water.

A Violation of this rule occurs whenever Mesa Water® becomes aware of a Violation of Rule 4.2.9.2 (1) or 4.2.9.2 (2), as set forth above. Upon Mesa Water® becoming aware
that such a Violation has occurred, Mesa Water® shall provide written notice to the Customer of Record to cure such Violation, and the notice shall include: (1) a statement of the nature of the Violation, (2) the date upon which Mesa Water® became aware of the Violation, and (3) a date by which the Customer of Record shall cure such Violation. If such Violation is not cured by the date stated in the notice, the provisions of Rule 2.7 of Mesa Water’s Rules and Regulations shall apply. Any such Violation shall be reported by the General Manager to the Board of Directors, in writing, together with a description of the action(s) taken to compel enforcement of these Rules and Regulations as soon thereafter as shall be practical.

Customers of Record that have submeter systems attached to Mesa Water’s water system shall comply with all applicable laws, statutes and regulations of the State of California and the city in which they are located, or the County of Orange, as applicable.

Mesa Water® encourages efforts, including submetering, that supports and promotes the efficient use of water within its service boundaries; however, Mesa Water® does not encourage, favor, or support any submetering system or process that is used to generate revenue(s) over and above the fair and reasonable cost of installation of such system, fairly allocated costs of water, and reasonable administrative costs.

### 4.2.10 Automatic Fire Sprinkler Service Connections

When an automatic fire sprinkler service connection (AFSSC) is installed, the control valve will be left closed and sealed until a written order to turn on the water is received by Mesa Water® from the Customer of Record.

After an AFSSC is activated, Mesa Water® shall not be liable for damages of any kind whatsoever that may occur on or to the premises served, due to the installation, maintenance, or use of such AFSSC, or due to pressure fluctuations or interruption of water supply.

Should the Customer request an AFSSC be shut off, Mesa Water® must receive, in advance of the shut off, a written order from the Customer of Record and written approval from the appropriate fire department or authority.

Water is not to be used through an AFSSC for any purpose other than the extinguishing of fires, or a purpose related thereto. Mesa Water® shall have the right to shut off the entire supply of water to the premises through the AFSSC when improper use occurs or for nonpayment of bills. Mesa Water® will notify the appropriate fire department or authority prior to any such termination.

Should water be used through an AFSSC for an unauthorized purpose, the Customer of Record shall be charged for the unauthorized taking of water in accordance with the Water Rate and Charge Schedule.

#### 4.2.10.1 Down–Stream Residential Fire Sprinkler Systems
Certain residential dwelling units located within Mesa Water’s service area may have installed, or may in the future install, fire sprinkler systems that are connected downstream of Mesa Water's service meter (Point of Ownership) (for purposes of this Section, a “System”). Mesa Water® hereby provides notice that it is not responsible, and assumes no liability of any kind, for the installation, ownership, operation or use of any such System. The provisions of Sections 2.4 and 2.5 of these Rules and Regulations shall apply to any such System. Mesa Water® expressly declines to provide, or guarantee, any particular water service, or pressure, to a Mesa Water® Customer, or customer account, that has such a System, and no contractual obligation therefore shall arise, whether through a Water Service Agreement or otherwise, without the express prior written agreement of the Board. Mesa Water® assumes no liability whatsoever for any injuries or damages, of whatever nature, that arise or occur based on the installation, ownership or use of any such System. The provisions of this Section shall be in addition to, and not in derogation of, Mesa Water’s statutory protections applicable to such matters.

4.2.11 Fire Hydrant Installation

The appropriate fire department or authority having jurisdiction shall designate the size and location of all fire hydrants to be installed. Fire hydrants shall be installed in the parking and/or sidewalk area adjacent to the curb within the public right of way. Residential and commercial developments requiring fire hydrants shall be considered private fire hydrants. Mesa Water® shall not be responsible for maintaining or relocating private fire hydrants. Upon request and approval by the appropriate fire agency Mesa Water® will change the location of fire hydrants owned and operated by Mesa Water® when necessary. At the sole cost of the property Owner, Mesa Water® may relocate a public fire hydrant with approval from the appropriate fire protection authority.

4.2.12 Water Main Extensions

Mesa Water® will extend its water distribution Mains to individual developers at the expense of the property Owner. If Mesa Water® deems it necessary to install larger Mains for future use; Mesa Water® will bear the costs of such over sizing.

4.2.13 Benefited Property Agreement

In the event that a Mainline extension or a new Mainline will benefit adjacent properties, at its discretion, Mesa Water® may enter into a benefited property agreement with developer(s) of the adjacent properties. All terms and conditions of such a benefited property agreement will be subject to approval by the Mesa Water® Board of Directors.

4.2.14 Regulation of Booster Pumps

When it becomes necessary, due to low water pressure or special operating conditions, to install a booster pump on the service to any premise, such pump shall be equipped with a low pressure cut-off switch designed to shutoff the pump when a water pressure
on the inlet side is 25 pounds per square inch gauge (PSIG) or less. It shall be the duty of the Customer of Record to maintain the cut-off device in proper working order and certify to Mesa Water®, at least once a year that the device is operable. A person deemed competent by Mesa Water® shall execute low-pressure cut-off device certification.

4.2.15 Acceptance of Easements

Subject to the provisions of this Section 4.2.15, Mesa Water® requires that all facilities to convey potable and Recycled Water to Customers be installed in the public right–of–way. Mesa Water® shall not accept facilities, constructed on private property. However, the District Engineer and General Manager will consider the acceptance of an easement and water facilities under the following conditions:

1. **Closed or Dead End Layout**: Developments that contain a closed or dead–end layout that could result in substandard water quality as determined by the District Engineer; and/or

2. **Multiple Unit Developments**: Developments with 30 or more individually owned units requiring large Mainline construction as determined by the District Engineer.

The above conditions shall be at the discretion of the District Engineer and General Manager and subsequent approval of the Board of Directors. Acceptance of an easement by Mesa Water® shall include, but not be limited to, the following criterion:

1. **Points of Connection**: Customer shall establish a minimum of two points of connection Mesa Water's Mainline system as determined by the District Engineer.

2. **Easement Preparation & Costs**: Easements shall be designed by the customer at their costs and be certified by a California Registered Professional Land Surveyor. Easement documents shall be submitted to and approved by the Mesa Water® Board prior to meters being approved for installation.

3. **Easement Requirements**: A 15 feet easement (7.5 feet each side of Main) shall be granted to Mesa Water® for Mainlines and five feet for water services (2.5 feet each side of the service). Easements shall include within the boundaries Mainlines, service laterals, fire hydrants and water meters.

4. **Water System Repair & Maintenance Responsibilities**: Mesa Water® shall not be responsible for replacing decorative concrete, pavers, block walls, fences, grass, rock, irrigation systems or other appurtenances within the boundaries of a granted easement as a result of standard
maintenance or emergency repair work. Mesa Water® shall use asphalt paving to repair maintenance work performed within the easement and only over the location of repair. Mesa Water® shall not be responsible for any cost over the cost of replacing the asphalt pavement. This requirement shall be written into the easement document.

5. **Water System Design Requirements**: Mesa Water® reserves the right to determine the location of Mains, services, meters and other appurtenances within the private development.

6. **City of Costa Mesa Private Gate Wavier**: Customers shall not apply to the City or construct a privately gated community. This condition must be written into the easement document and a letter from the City received designating their agreement.

7. **Hold Harmless Agreement**: The Customer shall execute Mesa Water’s hold harmless agreement indemnifying Mesa Water® with any existing or future damage caused by Mesa Water’s facilities.
SECTION 5 - TEMPORARY WATER SERVICES

5.1 TEMPORARY CONNECTIONS

On a case-by-case basis, Mesa Water® will allow the use of temporary connections to Mesa Water’s water system when water service is needed only for construction purposes. Mesa Water® reserves the right to require the Applicant to use an existing service connection whenever feasible.

Mesa Water® reserves the right at any time to set a meter on any temporary service connection and collect the required deposits, and thereafter charge the regular metered rate for the kind of service to be rendered.

All meters set on temporary service connections will be read by Mesa Water® on a monthly basis, and all temporary service accounts will be billed monthly.

5.2 HYDRANT METERS

Water may be procured from fire hydrants for construction or other purposes only in the manner prescribed in these Rules and Regulations for Water Service. When water is to be procured from a fire hydrant, the Applicant shall sign a Rules For Hydrant Meters For Construction Water Service form and also a Hydrant Meter Activity Report and Permit, wherein the Applicant shall specify the location of the fire hydrant to be used, the anticipated length of use and shall agree to make the required deposit to Mesa Water®. Copies of both forms shall be issued to the Applicant and shall constitute authority to procure and make such limited use from the fire hydrant therein designated, through a Mesa Water® supplied hydrant meter.

Only Mesa Water® personnel are allowed to install or remove fire hydrant meters, which shall be subject to the approval of Mesa Water’s Customer Services Manager. Private hydrants are not available for use with Mesa Water® hydrant meters Prior to installation of such meter, the permit holder must pay an installation fee in accordance with the Water Rate and Charge Schedule and Mesa Water’s policy DS-009 Hydrant Meters. The permit holder is required to give Mesa Water® at least one business day (24 hours) notice when requesting the installation (set up) or pick up of a fire hydrant meter.

Only Mesa Water® personnel may relocate a fire hydrant meter. The permit holder must give Mesa Water® at least one business day (24 hours) notice when requesting fire hydrant meter relocation. Relocation will only be performed by Mesa Water® personnel during normal business hours and relocation fee will be assessed in accordance with the rates listed in the Water Rate and Charge Schedule.

The permit holder is responsible for paying the costs of repairing any damages to the fire hydrant meters or hydrants. These costs will be the actual cost of repairs plus Mesa Water’s full labor overhead rate.
SECTION 6 - CROSS CONNECTION AND BACKFLOW PREVENTION

6.1 INTRODUCTION

Mesa Water® recognizes that it has a responsibility to take all reasonable precautions to protect the public water supply. Thus, in the exercise of this responsibility, Mesa Water® must take all reasonable precautions to protect Mesa Water's water system from the hazards originating on the premises of its Customers that may degrade the water in Mesa Water's water system.

To affect such precautions, Mesa Water®, has adopted these Rules and Regulations pursuant to the State of California Administrative Code, Title 17 - Public Health entitled "Regulations Relating to Cross Connections."

In addition to Mesa Water’s Rules and Regulations for Water Service, the Customer must comply with Public Law 99-339 - the Safe Drinking Water Act and its amendments, all state and local regulations including but not limited to Title 17 - Regulations Relating to Cross Connections, and the latest edition of the Manual of Cross Connection Control from the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California.

These Rules and Regulations were written to assist Mesa Water® in safeguarding Mesa Water's Potable Water supply. Mesa Water® cannot, and will not, be held liable for actions by others that are beyond Mesa Water’s control, including, but not limited to, willful sabotage, deceptive or fraudulent activities and acts of nature. These Rules and Regulations do not provide regulatory measures for protection of water users from the hazards of Cross Connection within the water users own premises.

6.2 GENERAL PROVISIONS

6.2.1 Protection

Protection shall be accomplished by isolating within the premises, any and all used, degraded, contaminated or polluted water or other liquids, mixtures or substances. Mesa Water® recognizes that there are varying degrees of potential and actual hazards; consequently, the degree of protection shall be commensurate with the degree of hazard.

6.2.2 Backflow Prevention Devices

Backflow prevention devices shall be provided and maintained by the Applicant, Owner or Customer of Record at his/her expense. Such devices shall be located on the premises of the property served and shall not be installed on Mesa Water’s portion of the water system. All such devices shall be readily accessible for testing and maintenance and no device shall be submerged at any time or exposed to Recycled Water, Direct Overspray or Runoff at any time.
From time to time, representatives of any health agency having jurisdiction and/or Mesa Water® may conduct surveys of any premises where Recycled Water Service is provided by Mesa Water®. The purpose of such surveys is to determine if any actual or potential cross-connections exist. The applicant, Owner or customer shall provide reasonable cooperation in facilitating such surveys.

The type of backflow protection required is related to the degree of hazard that exists on the premises served. The type of backflow protective device that may be required (listed in increasing level of protection) includes Double Check Valve (DCV), Reduced Pressure Principle Device (RPP) backflow, and an Air Gap Separation (AG). The Applicant may choose to install a device with a higher level of protection than required by Mesa Water®. The minimum types required, relative to various situations shall be as required by California Administrative Regulations, Title 17, or to the extent not covered thereby, as determined by Mesa Water® and/or applicable regulatory agency.

It shall be the responsibility of the Applicant on any premises on which backflow prevention device(s) are installed to have competent inspections made at least once a year, or more often in those instances where successive inspections indicate repeated failure.

6.2.3 Unprotected Cross Connections

Unprotected Cross Connections to the public water supply are prohibited.

6.2.4 New Service Requests

Mesa Water® shall review all requests for new service to determine if backflow protection is needed. Plans and specifications must be submitted to Mesa Water® for review of possible Cross Connection hazards as a condition of service for new service connections.

6.2.5 Protection Required Before Granting Service

Whenever backflow protection is found necessary, Mesa Water® will require the Customer of Record or Applicant to install an approved backflow prevention device at the Customer’s expense for continued services or before a new service is approved.

6.2.6 Protect All Water Lines

Wherever backflow protection is necessary on a water supply line entering a Customer’s premises, any and all water service lines from Mesa Water’s Mains entering such premises, buildings or structures shall be protected by an approved backflow prevention device. The type of device to be installed will be in accordance with the requirements of these Rules and Regulations.
6.3 WHERE PROTECTION IS REQUIRED

6.3.1 Premises Having an Auxiliary Water Supply

Premises that have an auxiliary water supply shall be protected against backflow of water from the premises into the public water system, unless the auxiliary water supply is accepted as an additional source by Mesa Water® and is approved by the public health agency having jurisdiction.

6.3.2 Premises Handling Processed Water

Premises, on which any substance is handled in such fashion that it may allow its entry into the water system, shall be protected against backflow of the water from the premises into the public water system. Such substances include, but are not limited to, the handling of processed waters and waters originating from the Mesa Water® water system subjected to deterioration in sanitary quality.

6.4 PREMISES HAVING OR POSSIBLY HAVING CROSS CONNECTIONS

Premises that have any one of the following shall be protected against backflow of the water from the premises into the public water system:

1. Internal Cross Connections;
2. Intricate plumbing and piping arrangements susceptible to Cross Connection; or
3. Where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not Cross Connections exist.

6.5 TYPE OF PROTECTION

6.5.1 Type of Backflow Device

The type of approved backflow prevention device shall depend upon the degree of hazard. The decision as to when, where and which device to be used shall be made at the discretion of Mesa Water® and shall depend upon the facts of each particular situation.

In determining the degree of hazard and the type of approved backflow device required, the following principles shall apply:

6.5.1.1 Health or System Hazard

An approved air-gap separation or an approved reduced pressure principle backflow
prevention device shall be used where there is an existing or potential health or system hazard.

6.5.1.2 Pollution Hazard

A reduced pressure principal (RPP) backflow prevention device is to be used where there is an existing or potential pollution hazard only.

6.6 APPLICATION

6.6.1 Structures of More Than Two Stories in Height

At the service connection to any premises, where there are more than two stories in height above the service connection, an approved backflow prevention device shall protect the Mesa Water® supply. Devices may be required for residential buildings on a case–by–case basis and remodels requiring fire sprinkler protection systems.

6.6.2 Recirculating Water

At the service connection to any premises containing recirculating water systems (hot or cold), the Mesa Water® water supply shall be protected by an approved backflow prevention device.

6.6.3 Five or More Units

At the service connection to any premises where there are multiple units or dwellings that have five or more individual units being serviced through one metering system, the Mesa Water® supply shall be protected by an approved backflow prevention device.

6.6.4 Health or System Hazard from Auxiliary Water Supply

At the service connection to any premises, where there is an auxiliary water supply that may constitute a health or system hazard, an approved air-gap separation or an approved reduced pressure principle backflow assembly, or both, shall be installed.

6.6.5 Sewage and Storm Drain Facilities

At the service connection to any wastewater treatment plant, wastewater pumping station or storm water pumping station, the Mesa Water® water supply shall be protected by an approved air-gap separation. All piping between the meter and the receiving vessel shall be entirely visible. If, in the opinion of Mesa Water®, an air-gap separation provides insufficient protection, Mesa Water® may require installation of an additional approved backflow prevention device(s).
6.6.6 Hospitals, Mortuaries, Etc.

At the service connection to hospitals, medical and dental buildings, mortuaries and other premises where special hazards exist, the Mesa Water® water supply shall be protected by an approved reduced pressure principle backflow prevention assembly.

6.6.7 Commercial or Industrial Buildings

At the service connection to any premises containing commercial or industrial buildings subject to varying and unknown use, the Mesa Water® water supply shall be protected by an approved backflow prevention device.

6.6.8 Fireline Services

Approved Double Check Detector Assembly (DCDA) shall be installed on all fireline services, except where, in the opinion of Mesa Water®, the DCDA does not provide sufficient backflow protection. In this case, Mesa Water® will require the installation of an approved Reduced Pressure Principle Detector Assembly (RPDA).

6.6.9 Irrigation Services

Meters serving only irrigation systems shall be protected by an approved reduced pressure principle backflow prevention device.

6.7 INSTALLATION

6.7.1 Only Mesa Water® Approved Devices

Only backflow prevention devices that have been approved by Mesa Water® and the CDPH Office of Drinking Water shall be acceptable for installation on a service connection. Upon request, Mesa Water® will provide a list of approved backflow prevention assemblies.

6.7.2 Installation Specifications

Backflow prevention devices shall be installed in a manner prescribed in Section 7603, Title 17 of the California Administrative Code and they shall be installed on the Customer's side of, and as close to the service connection as is practical. The device shall be installed a minimum of 12 inches and a maximum of 36 inches above final grade measured from the concrete pad to the bottom of the device and with a minimum of 12 inches clearance on either side. The device shall be installed so that it is readily accessible for maintenance and testing. Mesa Water® shall have the final authority in determining the required location of a backflow prevention device.
6.7.3 Replacement of Obsolete Devices

The Customer of Record must replace obsolete backflow prevention devices when notified by Mesa Water® that the device is no longer appropriate or acceptable. An obsolete device may be upgraded provided that a factory manufactured upgrading kit is available. The upgraded backflow prevention device must be approved by Mesa Water® and the California Department of Health Services Office of Drinking Water.

6.7.4 Testing New Devices

As soon as the installation of the backflow prevention device has been completed, the Customer of Record shall have the device tested by a certified tester, and submit the test results to Mesa Water® within ten days of the test date. An Orange County Health Department approved list of local certified testers may be obtained at Mesa Water's offices.

6.7.5 Right to Reject

Mesa Water® reserves the right to reject any installation or device.

6.7.6 Potable Water Plumbing

In September 2006, the State Legislature passed Assembly Bill 1953 prohibiting the use of any pipe, pipe or plumbing fitting or fixture, solder or flux that is not lead free in the installation or repair of any fixture intended to convey or dispense water for human consumption. The prohibition has been in effect since January 1, 2010. All Potable Water facilities shall be provided with materials that meet the lead free requirements as defined in AB 1953, and certified by an independent American National Standards Institute (ANSI) accredited third party, including but not limited to, NSF International, as being in compliance with Section 116875 (g) of the Health and Safety Code as amended by AB 1953. Each shipment shall contain a copy of the certification that the item is lead free as defined by AB 1953.

6.8 INSPECTION AND TESTING

6.8.1 Original Test

All backflow prevention devices shall be inspected, tested and certified as operational when the device is originally installed or relocated or repaired. All tests shall be conducted by a certified tester who shall prepare a report certifying that the device has been tested and is operating satisfactorily.

6.8.2 Annual Test by Certified Tester

At the expense of the Customer of Record, all backflow prevention devices shall be inspected, tested and certified as operational at least once a year. All tests shall be
conducted by a certified tester who shall prepare a report certifying that the device has been tested and is operating satisfactorily.

6.8.2.1 First Notification

Mesa Water® will notify the Applicant, Owner, or Customer(s) when their annual testing is required and also supply them with the necessary form(s) that must be filled out each time a Backflow Prevention Device is tested or repaired. Such notice will include the date by which the test must be completed, (generally 30 days after the date of the notice). Copies of the completed forms shall also be sent to the local regulatory agency (OCHCA). The Applicant, Owner, or Customer shall notify Mesa Water® any time a device is repaired, replaced or relocated. A Backflow Prevention Device shall be repaired or replaced by, and at the expense of the applicant, whenever it is found to be defective. Records of all such tests and repairs shall be submitted to Mesa Water® with 10 days and maintained by the applicant.

6.8.2.2 Shutoff Notification

A shutoff notice shall be sent to each Customer of Record who does not have the backflow prevention device tested within the 30-day period as prescribed in the first notice. The shutoff notice will give the Customer of Record a two-week period to have the applicable backflow prevention device tested. If no action is taken within such two-week period, Mesa Water® may terminate water service to the Customer’s premises until the subject device is scheduled for testing and testing company calls in to restore water service.

6.8.2.3 Customer of Record's Responsibility

The Customer of Record shall cause annual tests to be made of the device at the expense of the Customer of Record. Defective devices shall be repaired, overhauled or replaced immediately at the expense of the Customer of Record. As a courtesy Mesa Water® provides a notice of annual testing, but failure to receive such notice shall not relieve the Customer of Record of requirements under this section.

6.8.2.4 Reports

Reports of inspections, tests, repairs, overhauling of the device and corrections made shall be submitted to Mesa Water® within ten days of the test date by the certified tester. Such reports shall be submitted to Mesa Water® on forms supplied by Mesa Water®.

6.8.3 Random Tests and Inspections of Devices

Mesa Water® will maintain a program of random or spot testing of various backflow prevention devices at no cost to the Customer of Record. This testing may be done at the time of installation and periodically thereafter. This testing will in no way relieve the
Customer of Record from responsibility for maintaining functional devices, but will serve to help assure that the program is serving its intended purpose.

6.8.4 On-Premise Inspection by Mesa Water®

Mesa Water® may, at its discretion, require an on-premises inspection for Cross Connection hazards on any property to which it serves water. Mesa Water® will transmit a written notice requesting an inspection appointment to each Customer of Record. Any Customer or Customer of Record who cannot or will not allow an on-premise inspection of the piping system shall be required to install any backflow prevention device that Mesa Water® considers necessary.

6.8.5 More Frequent Inspection

Where successive annual reports indicate defective operation of a backflow prevention device, Mesa Water® may require more frequent inspections and/or require replacement of the device.

6.8.6 Duty of Tester

The certified tester shall be responsible for the competency of inspections, corrective actions and the accuracy of reports required under this Section and Mesa Water’s code of conduct for backflow assembly testers.

6.8.7 Testing Methods

Test results of backflow prevention devices will only be accepted if performed in accordance with the methods used by the Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California and County of Orange/Health Care Agency/Environmental Health.

6.9 ENFORCEMENT

6.9.1 New Service Connections

No new service connections shall be completed, nor meters installed, until all provisions of Mesa Water’s Rules and Regulations for Water Service have been satisfied.

6.9.2 Existing Service Connections

Existing service connections shall comply with all provisions of Mesa Water’s Rules and Regulations for Water Service. If it is found that the service is out of compliance, the service will be brought into compliance with all provisions of Mesa Water’s Rules and Regulations for Water Service when the Customer of Record is notified by Mesa Water®. Failure to comply shall result in termination of water service.
6.9.3 Termination of Water Service

Mesa Water® may immediately discontinue service to any premises where an actual or potential Cross Connection or other hazard to Mesa Water's water supply is found to exist. Any Customer who violates any of the provisions of these Rules and Regulations or alters, bypasses or renders inoperative, or removes any installed backflow prevention device, or fails to test the device as required, shall be subject to immediate termination of water service.

6.9.4 Civil and Criminal Actions

Violation of these Rules and Regulations may constitute a public nuisance within the meaning of Health and Safety Code Section 4036 and Penal Code Section 372. Violators may be subject to civil actions for abatement and/or damages (Civil Code Section 3479, et seq.) and Criminal Penalties of up to $500 or both (Penal Code Section 29). Customers may also be assessed a fine of $500 per day by Mesa Water® for Violation of Mesa Water's Rules and Regulations for Water Service.

6.9.5 Onsite Irrigation Systems

For onsite irrigation systems, Mesa Water® will focus its review on the identification requirements and any other specific items that are specified by these Rules and Regulations. The character and quality of the materials used for the irrigation system will be the responsibility of the design engineer and/or applicant of the property.

The Contractor shall furnish Mesa Water® with such information, as it may desire, regarding the character and quality of materials used. When requested by Mesa Water®, the Contractor shall submit a certification that the product meets the requirements of these Rules and Regulations.

The onsite irrigation system shall be tested as required by the design engineer and/or landscape architect for the applicant of the property and as is required by the local governing codes, rules, and regulations.

6.10 GENERAL TESTING

6.10.1 Offsite Facilities

Prior to final acceptance by Mesa Water®, all offsite water and Recycled Water Facilities that will be ultimately be owned by Mesa Water® shall pass all testing requirements specified within the Mesa Water’s Standard Specifications. All testing shall be conducted in accordance with the Mesa Water’s Standard Specifications. The tests shall be conducted by the contractor in the presence of the Mesa Water® Inspector. The scheduling of these tests shall be the responsibility of the contractor. The contractor shall provide adequate resources.
Upon the successful completion of the required testing, Mesa Water® shall perform the final inspection in accordance with the Mesa Water’s Standard Specifications. All identification requirements will be reviewed and field inspected. Mesa Water® will note all required corrections in the form of a punch list issued to the contractor. Final acceptance of the Offsite Facilities will not be authorized until all corrections are made to the satisfaction of Mesa Water®.

6.10.2 Onsite Facilities

Prior to final acceptance by Mesa Water®, all Onsite Recycled Water and Potable Water Systems shall pass an operational test within 30 days of the completed irrigation system installation. The test shall be conducted by the contractor in the presence of Mesa Water® Inspector. The scheduling of these tests shall be the responsibility of the Contractor. The Contractor shall provide adequate resources.

Mesa Water® shall note all required corrections in the form of a punch list issued to the Contractor. Regular service startup shall not be authorized until all corrections are made to the satisfaction of Mesa Water®. Punch list is valid for 30 days only.

6.11 TERMINATION

6.11.1 Basis for Termination of Water Service

In the event of contamination or pollution of Mesa Water’s Potable Water System due to a cross-connection on premises to which the Mesa Water® system is connected, the local health officer and Mesa Water® shall be promptly advised by the person responsible for the water system so that appropriate measures may be promptly taken to mitigate the contamination or pollution. When Mesa Water® determines that water uses or conditions encountered by Mesa Water® represent a clear and immediate hazard to Mesa Water’s water supply that cannot be immediately abated, Mesa Water® shall institute the procedure for discontinuing water use as set forth below. Conditions or water uses that create a basis for water service termination shall include, but are not limited to, the following:

1. Refusal to install a required backflow prevention device.
2. Refusal to test a backflow prevention device.
3. Refusal to repair a faulty backflow prevention device.
4. Refusal to replace a faulty backflow prevention device.
5. Direct or indirect connection between Mesa Water’s water system and a sewer line.
6. Unprotected direct or indirect connection between Mesa Water’s water
system and a system or equipment containing contaminants.

7. Unprotected direct or indirect connection between Mesa Water’s water system and an auxiliary water system.

8. A situation that presents an immediate health hazard to Mesa Water’s water system.


6.11.2 Termination Procedures

For conditions 1 through 4 stated in Section 6.11.1, Mesa Water® will terminate service to a Customer's premises after two written notices have been sent specifying the corrective action(s) needed and the time period in which it must be taken. If no action is taken within the allowed time period, water service may be immediately terminated without further notice.

For conditions 5 through 9 stated in Sections 6.11.1 Mesa Water® will make a reasonable effort to advise the Customer of the intent to terminate water service before termination.

6.11.3 Restoration of Water Service

Water service shall not be restored until all identified hazards are eliminated and/or all violations have been corrected to the satisfaction of Mesa Water®. Nor shall water service be restored until Mesa Water® has received reimbursement for any costs incurred in terminating the water service and advance payment for the cost of service restoration. All costs will be in accordance with the fees specified in the Water Rate and Charge Schedule.
SECTION 7 - RESOURCE EFFICIENCY/WATER WASTE PROHIBITION

As a signatory of the California Urban Water Conservation Council’s (Council) Memorandum of Understanding Regarding Urban Water Conservation in California (MOU), Mesa Water® is dedicated to promoting and implementing the efficient use of water.

Mesa Water® has adopted a Permanent and Emergency Water Conservation Program(s) that includes permanent water-waste prohibitions, escalating water restrictions to be implemented over water supply shortage conditions, penalties and violations, and other general provisions. The permanent water-waste restrictions include primarily behavioral measures such as limiting irrigation times, prohibiting the washing of paved surfaces, and controlling excessive Runoff.

The Permanent and Emergency Water Conservation Program(s) can be obtained on the District’s website at MesaWater.org or upon request by calling (949) 631-1200.
SECTION 8 - RECYCLED WATER SERVICE

8.1 INTRODUCTION

It is Mesa Water’s desire to promote conservation of water resources. Whenever possible, Recycled Water Service by Mesa Water®, as an agent of and on behalf of Orange County Water District, may be made available to Customers of Mesa Water®.

When Recycled Water Service is available at a reasonable cost, as a condition to receiving water service, Mesa Water® shall require, pursuant to California Water Code Sections 13550 and 13551, the Applicant, Owner or Customer to accept and use Recycled Water in lieu of Potable Water for legally permissible uses, as determined by Mesa Water®. Mesa Water® additionally may require an Applicant, Owner or Customer to install or pay for the installation of Recycled Water Service lines, service connections, meters, backflow prevention devices and any and all other appurtenances to a service in compliance with Mesa Water’s Rules and Regulations for Water Service.

In most instances where service is desired for the purposes of landscape irrigation, industrial water use or other non-potable use, it is the general intent of Mesa Water® to provide Recycled Water in lieu of Potable Water. However, the General Manager of Mesa Water®, on a case–by–case basis, must approve each use. Mesa Water® may determine, at its discretion, whether it is necessary or desirable to furnish Potable Water at the Potable Water rate, either on a permanent basis or on an interim basis.

Determinations on the specific, allowable uses of Recycled Water shall be in accordance with the standards of treatment and water quality requirements set forth in Title 22, California Code of Regulations, Chapter 3, Water Recycling Criteria, and with the intent to protect the public health. In addition, each use shall be subject to the availability of facilities and the feasibility of making such facilities available.

8.2 GENERAL PROVISIONS

8.2.1 Specific Authority

The Recycled Water User shall comply with these Rules and Regulations as well as, but not limited to, all applicable state, federal and local governing codes, rules and regulations, regardless if the above mentioned section(s) specifically refer to Recycled Water or Recycled Water Service. Mesa Water® reserves the right, at its discretion, to determine the applicability of a specific rule, regulation or other provision.

8.2.2 Enforcement

Mesa Water® shall enforce these Rules and Regulations in all matters concerning the use of any Recycled Water and/or Recycled Water Service within Mesa Water’s service area. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection and/or discontinuance of Recycled Water and/or Recycled Water Service by Mesa Water® shall be followed.
Water Service provided by and set forth in these Rules and Regulations shall apply with equal force and effect to any person, persons or firm, public or private. There shall be no deviation from these Rules and Regulations except upon authorization by the General Manager, who will act at all times within any and all appropriate regulatory agency constraints.

8.2.3 Amendments

These Rules and Regulations may be amended by Board action at any regular or special meeting for cause determined by the General Manager and without the approval of any user or Owner. Moreover, any amendments so made shall be incorporated immediately by these regulations and will be administered accordingly. Insofar as these regulations are based upon portions of the California Code of Regulations, Title 17 and Title 22, to the extent such State regulations are amended, these Rules and Regulations shall be deemed to have been amended in a corresponding manner and/or form.

8.2.4 Federal, State and Local Authority

All Onsite Facilities shall be designed to meet the standards of all applicable federal, state and local governing codes, rules and regulations.

8.2.5 Precedence

These Rules and Regulations shall take precedence when requirements contained herein are more stringent than those specified in federal, state or local governing codes, rules and regulations.

8.2.6 Service Area

The regulations set forth in this section pertain to Recycled Water Service to lands and/or improvements within the legal boundaries of Mesa Water's service area unless otherwise stated. Legal boundaries include, but are not limited to, most of the City of Costa Mesa Water®, parts of the City of Newport Beach and some unincorporated county area, including the John Wayne Airport area. Mesa Water's service area may be subject to future changes.

8.2.7 System Responsibility

All Offsite Facilities within Mesa Water's service area are the responsibility of Mesa Water® and shall be under the management and control of Mesa Water®. Only Mesa Water® and those authorized by Mesa Water® shall have any right to operate the Offsite Facilities and related property in any manner. Mesa Water® shall be responsible for the operation of the Offsite Facilities and distribution system within Mesa Water's service area and for the surveillance of all Recycled Water Users within Mesa Water's service area. Mesa Water® shall not be responsible for the quality assessment of
Recycled Water as it relates to compliance with requirements of the Appropriate Regulatory Agencies.

8.2.8 Protection of Public Health

Mesa Water® reserves the right to take any action(s) with respect to the operation of the Recycled Water System and to take such action(s) at such time as it deems proper to safeguard public health.

The Appropriate Regulatory Agencies have independent authority and responsibility to protect public health and may take action at such time as deemed proper to safeguard public health.

8.2.9 Authorized Uses

This section of the Rules and Regulations address the application of Recycled Water for irrigation and Construction Use. Other proposed uses will be reviewed on a case-by-case basis by Mesa Water® and the Appropriate Regulatory Agencies. In all cases, Mesa Water’s approval of any proposed use will be contingent upon the proposed use being acceptable to the Appropriate Regulatory Agencies. Only those uses specified in the User Agreement or Water Service Agreement are uses authorized by these Regulations.

8.2.10 Approved Use Areas

The Rules and Regulations for Recycled Water pertain to Recycled Water Service to land or improvements, or both, lying within the boundaries of Mesa Water® and within the areas where Recycled Water facilities are available. If Mesa Water® has determined that Recycled Water shall be provided in accordance to the requirements contained in this Section; such service shall be provided only if a permit for such Recycled Water Service is obtained in the manner hereinafter provided.

The acceptable uses of Recycled Water for irrigations purposes include any of the following:

- Parks, greenbelts, and playgrounds
- School yards
- Athletic fields
- Golf courses
- Cemeteries
- Residential landscaping, common areas (individual owned residences are not eligible under the Orange County Water District Discharge Permit)
- Commercial landscaping, except eating areas
- Industrial landscaping, except eating areas
- Freeway, highway and street landscaping
• Agricultural irrigation
• Firefighting (only with special approval)
• Construction Use (soil compaction, dust control, etc.)
• Groundwater recharge (case–by–case basis)

Each such use must be considered for approval by Mesa Water® on a case–by–case basis, and Mesa Water® may determine, in its sole discretion, whether it is feasible to furnish Recycled Water for the specific use involved. Prior to approving such uses, Mesa Water® may, in its sole discretion, set forth specific requirements as conditions to providing such services and/or require specific prior approval from the Appropriate Regulatory Agencies. Only those use areas specified in the User Agreement or Water Service Agreement are authorized areas for use of Recycled Water.

8.2.11 Design Approval

Prior to the construction of Onsite Facilities, in or on an Approved Use Area, that will use or receive Recycled Water; the design of such Onsite Facilities must be approved by Mesa Water®. Approval shall be obtained only through the procedure contained in these Regulations. Approval shall be contingent upon evidence that all applicable design requirements, including those contained within these Rules and Regulations, are satisfied.

8.2.12 Construction Inspection

Mesa Water® or its authorized agents may inspect the construction of Onsite Facilities that will use or receive Recycled Water to verify that such facilities are constructed in conformance with the approved Drawings and these Regulations.

8.2.13 Service Approval

Before Mesa Water® approves commencement of service for any facilities using Recycled Water, the Record Drawings of the facilities as constructed must be approved by Mesa Water®. In addition, the system must have passed tests for Cross Connections and proper operation under design conditions, in accordance with these Rules and Regulations and the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities, to the satisfaction of Mesa Water®.

8.2.14 Service Conditions

Mesa Water® reserves the right to control and schedule the use of Recycled Water if in the opinion of the General Manager, control and scheduling are necessary to maintain acceptable working conditions in the Offsite System. These and other service conditions contained in the Rules and Regulations will be administered by Mesa Water® at its discretion.
8.2.15 Rates, Fees and Deposit Schedule

All rates, fees and deposits regarding Recycled Water Service and respective administrative provisions, shall be fixed and established by the Board. All costs will be in accordance with the fees specified in the Water Rate and Charge Schedule.

8.2.16 Mesa Water® Limits of Responsibility and Liability

Mesa Water assumes no responsibility for the maintenance and/or operation of any Onsite Recycled Water System. Pursuant to the terms, which shall be set forth in all User Agreements or Water Service Agreements, the Owner shall assume all liability and responsibility and Mesa Water® shall be kept whole and blameless at all times in any claim resulting from matters involving quantities, quality, time or occasion of delivery, or any other phase of the maintenance, operation and service of the Owner's Onsite Facilities.

Mesa Water® will not turn on Recycled Water at any property unless the designated User Supervisor is onsite and available at the time.

Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in Recycled Water Service provided pursuant to these Regulations for reasons Mesa Water® deems an emergency or a matter of public health and safety. In addition, Mesa Water® does not, and will not, assume any liability for damages to private property or for personal injury as a result of interruptions in Recycled Water Service provided pursuant to these Regulations for reasons that are beyond Mesa Water's control.

8.2.17 Surveillance

It is the responsibility of the user to provide surveillance and supervision of the Onsite Facilities in a manner that assures compliance at all times with these Rules and Regulations. A User Supervisor shall be designated by the user and shall be approved by Mesa Water®. Mesa Water® shall provide surveillance and supervision of the Offsite Facilities for compliance with these Rules and Regulations. Moreover, Mesa Water shall, and reserves the right to, inspect on a regular basis the Onsite System and operations for conformance with these Rules and Regulations.

8.2.18 Contingency Reservations

If real or potential hazards are evidenced at any time during the construction or operation of any portion of the Recycled Water System or Onsite Facilities, Mesa Water® reserves the right, and shall have the authority to, terminate Recycled Water Service without notice to the user in the interest of protecting public health.
8.2.19 Specific Prohibitions

The following conditions are specifically prohibited. Should any such conditions occur at or on a location, Recycled Water Service may be terminated by Mesa Water® in accordance with Section 2.4.

8.2.19.1 Runoff Conditions

Conditions that directly or indirectly cause Recycled Water Runoff outside of or within the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized. The use of Recycled Water on water–saturated or frozen ground or during periods of precipitation such that Runoff is induced, is prohibited.

8.2.19.2 Ponding Conditions

Conditions that directly or indirectly cause a Ponding condition outside of or within the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized. Temporary Ponding in a vegetated area caused by draining of system or meter testing is allowed in Mesa Water® specified areas with prior Mesa Water® approval.

8.2.19.3 Direct Overspray Conditions

Any discharge of Recycled Water directly onto areas other than that within the Approved Use Area is strictly prohibited.

8.2.19.4 Windblown Overspray Conditions

Conditions that directly or indirectly permit windblown Recycled Water spray to pass outside of the Approved Use Area, whether by design, construction practice, or system operation, shall be minimized.

8.2.19.5 Unapproved Uses

Use of Recycled Water for any purposes other than those explicitly approved in the currently effective User Agreement or Water Service Agreement without the prior knowledge and written approval of Mesa Water® is strictly prohibited.

8.2.19.6 Disposal in Unapproved Areas

Disposal of Recycled Water for any purposes, including approved uses, in areas other than those explicitly approved in the User Agreement or Water Service Agreement issued by Mesa Water® and without the prior knowledge and approval of Mesa Water®, and is strictly prohibited. Discharge of Recycled Water from flushing or draining of the recycled system shall be done either at the approved use site and in a manner that does not create Ponding or Runoff conditions, (See Section 8.2.19.2. “Ponding
Conditions” for special considerations) or to a sanitary sewer manhole, with the approval of the agency responsible for operation of such sanitary sewer. In no case shall the discharge of Recycled Water to a sanitary sewer cause the sewer to overflow or otherwise create a public health hazard or nuisance. Air gap protocol shall be applied.

The direct or indirect discharge from Approved Use Areas of Recycled Water to surface waters, either perennial or ephemeral, including wetlands, vernal pools, etc. is prohibited, unless otherwise authorized by an NPDES Permit.

8.2.19.7 Cross Connections

Cross connections between the Recycled Water System and the Potable Water System, whether by design, construction practices, or system operation is strictly prohibited.

8.2.19.8 Unprotected Drinking Fountains

Any and all drinking fountains located within the Approved Use Area, as designated in the currently effective User Agreement or Water Service Agreement, shall be protected from contact with Recycled Water, whether by Windblown Spray or by direct application through irrigation or other Approved Use. Lack of such protection, whether by design, construction practice, or system operation, is strictly prohibited.

8.2.19.9 Unprotected Public Facilities

Facilities that may be used by the general public, or onsite personnel, including, but not limited, to eating areas, eating surfaces/benches, pools, spas, hardscape, and playground equipment/play areas, and located within the Approved Use Area designated by the Use Agreement or Water Service Agreement, shall be protected by siting and/or a structure from contact with mist, Runoff or direct contact with Recycled Water. Lack of such protection is prohibited until review and concurrence by Mesa Water® and regulatory agencies on a case–by–case basis

8.2.19.10 Hose Bibs

Installation of Hose Bibs on any Onsite System that presently operates or is designed to operate with Recycled Water, regardless of the Hose Bib construction or identification, is strictly prohibited unless the customer is a cemetery or an industrial facility with minimal public access or exposure.

8.2.19.11 Fire Hydrants

Use or installation of fire hydrants on any Onsite System that presently operates or is designed to operate with Recycled Water, regardless of the fire hydrant construction or identification, is strictly prohibited.
8.2.19.12 Domestic Wells

The application of Recycled Water within 50 feet of a domestic well, and impoundment of Recycled Water within 100 feet of a domestic well, unless approved by Mesa Water® and CDPH, is prohibited.

8.2.19.13 Hours of Operation

Irrigation with Recycled Water is restricted to particular hours that vary for the following Approved Use Areas:

- Turf areas and center street medians – between 10:00 p.m. and 6:00 a.m.
- Slopes and groundcover/shrub areas – any hour (if no potential for public contact)
- Golf courses – between 9:00 p.m. and 5:00 a.m.
- Golf courses – fill impoundments - between 5:00 a.m. and 6:00 p.m.

Potential public contact with Recycled Water shall take precedence over recycled watering schedules. Irrigation system runtimes shall be adjusted to minimize public contact with Recycled Water, on an individual lateral system basis. Mesa Water® shall require specific run times and durations where there is a history of public contact. Consideration shall also be given to allow maximum drying time prior to subsequent public use.

8.2.19.14 Water/Garden Hoses and Hose Appurtenances

Water/garden hoses and hose appurtenances utilizing Recycled Water shall be purple in color with heavy-duty brass fittings. Hoses shall be continuously imprinted with “Caution; Recycled/reclaimed Water – Do Not Drink” and rated at 150 psi working pressure. Hoses shall only be used for Recycled Water use. Use of such hoses for Potable Water use is strictly prohibited.

8.2.19.15 Recycled Water Impoundments

All Recycled Water impoundments shall be adequately protected from erosion, washout and flooding such that no discharge occurs unless the discharge is a result of a 25-year, 24-hour storm event or greater.

Any storage facility or impoundment containing Recycled Water for reuse applications shall be managed in a manner to control odors, nuisance conditions or vectors such as mosquitoes. Should such problems develop, a management plan shall be devised and implemented to monitor, correct and control future occurrences.
8.3 REQUIREMENTS FOR DESIGN AND OPERATION

8.3.1 Design Requirements

Design of Onsite Systems shall be performed by the Owner and such design plans shall be in conformance with the applicable portions of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities and AWWA Guidelines except as herein modified.

8.3.1.1 Design Responsibility

The design of an Onsite System that will use Recycled Water, including the preparation of plans and construction specifications, shall be under the responsibility of the Customer of Record. Onsite Facilities, in addition to conforming to these Rules and Regulations, shall conform to all applicable local governing codes, rules and regulations. Mesa Water’s shall have authority over materials, equipment, design, and construction methods used for Onsite Facilities.

8.3.1.2 Point of Connection for Service

Mesa Water® will establish the Point of Connection for each Recycled Water Service. The user shall be responsible for extending the Onsite service line to the established Point of Connection and the user will be responsible for all costs associated with extending the Offsite Facilities to the users Recycled Water site.

8.3.1.3 Piping

All Onsite System piping used in conveying Recycled Water shall be of adequate size and structural integrity to ensure that leaks or ruptures will not occur. Lines crossing roadways or other areas receiving regular vehicular traffic must be buried to a depth of at least 24 inches and sleeved. Rigid pipe, able to withstand the planned vehicle loads, shall be used for such installations.

8.3.1.4 Irrigation System Layout

Each Recycled Water irrigation system shall be designed based on peak-application rate requirements to prevent discharge onto areas outside of the Approved Use Areas. Adjustable arc, adjustable radius sprinklers with anti-drain/check valves shall be used adjacent to roadways, boundary lines, and hardscape to confine the discharge from the irrigation system to the Approved Use Area(s). A drainage device under control of the Owner shall be installed at the toe of slope draining to single family residential lots. Drainage devices must stand-alone; slope drainage devices and shall not be tied into any other drainage systems, e.g., private systems for single-family lots.

The Onsite irrigation system shall be required to automatically shut off in the event of a line break. Utilize all available equipment to prevent unauthorized discharge of Recycled Water.
Water.

The irrigation system design shall avoid spray patterns that include obstructions that tend to concentrate Recycled Water to produce Ponding and/or Runoff, such as direct or indirect spraying against structures or objects.

No common trenching with other utilities of any kind is permitted.

Mesa Water® reserves the right to limit the area of land under one ownership or homeowner's association to be supplied by one Recycled Water service connection and corresponding meter. A Recycled Water service connection and its corresponding meter shall not be used to supply adjoining property of a different Owner, without the prior approval in writing from Mesa Water® stating conditions and restrictions; such as easements or MOU (memorandum of understanding).

Irrigation systems where the landscaping around the homes and in common areas is served with one meter and owned by the same customer, (e.g., a homeowners association), may be allowed to cross roads, streets, or other public right-of-ways within the customer's property.

When a property provided with a Recycled Water connection and corresponding meter is subdivided, such connection and meter shall be considered as serving the lot or parcel of land on which the meter is located. Additional Recycled Water Mains and/or Recycled Water Service lines shall be required for all subdivided areas in accordance with the Rules & Regulations.

For properties of the same customer, irrigation systems shall be allowed to cross roads, streets, or other public rights-of-way to serve medians and slopes along streets. Recycled Water meters shall be located in the public right of way.

All Recycled Water used on any property must pass through the corresponding water meter. Customers shall be held responsible and charged for all Recycled Water passing through the water meter(s).

### 8.3.1.5 Storage Facilities

Onsite storage tanks used in storing Recycled Water shall be of adequate design and structural integrity to ensure that leaks or ruptures will not occur in the course of normal use. All storage tanks that are less than eight feet in elevation above ground Level shall be contained within a fence or other enclosure that will restrict access by the General Public to these facilities at all times. Outlet control with positive shut-off shall be provided at each storage facility. All storage facilities shall comply with posting and identification Regulations contained in Section 8.4.7.
8.3.1.6 Distribution Vehicles

Vehicles used for distributing Recycled Water for soil compaction and dust control purposes shall be provided with an adequate tank and plumbing systems to ensure that leaks and ruptures will not occur in the course of normal use. Control valves shall be provided such that Recycled Water can be applied in a controlled fashion on the Approved Use Area and completely retained during transit to all other areas. Spray heads or nozzles shall be provided and configured in such a way that the Recycled Water is uniformly applied and Runoff, Ponding or Windblown Spray conditions prevented. Each tank shall be equipped with an approved Air-Gap Separation. All vehicles used for distributing Recycled Water shall comply with posting and identification Regulations contained in Section 8.4.7.

8.3.1.7 Temporary Connections to Potable Water System

In those areas where Recycled Water is not immediately available for use and an approved Onsite Recycled Water System has been constructed, a temporary connection to Mesa Water’s Potable Water System may be allowed with written approval by the General Manager. Mesa Water® shall be solely responsible for making any connections to the Potable Water System. All temporary connections to Mesa Water’s Potable Water System shall conform to all requirements specified within Mesa Water’s Cross Connection and backflow prevention Rules and Regulations.

At the time when Mesa Water® determines that Recycled Water is available, Mesa Water® shall notify any user with a temporary Potable Water connection of the availability of Recycled Water and schedule a mutually acceptable time for making the conversion to Recycled Water. Point of Connection to the Offsite Facilities will be established by Mesa Water®.

8.3.2 Operational Requirements

8.3.2.1 Supervision

The operation and surveillance of Onsite Systems shall be under the management of the User Supervisor designated by the user and approved by Mesa Water®. This User Supervisor, or their representative, shall be available during normal working hours at an address listed with Mesa Water® for the purpose of hosting an inspection tour or for discussing operational aspects of the Onsite System. The User Supervisor, or representative, shall be available via telephone (at a number listed with Mesa Water®) for emergency off-hours contact. It is a requirement of Mesa Water® that the User Supervisor and their representative can adequately communicate with Mesa Water® personnel in the English language.

8.3.2.2 Personnel Training

It shall be the responsibility of the user to ensure that all operations personnel are
trained in and familiarized with the use of Recycled Water, and are familiar with these Rules and Regulations and the requirements of the Appropriate Regulatory Agencies concerning the use of Recycled Water. The user shall attest, by way of the User Agreement or Water Service Agreement that such training shall be provided to all existing personnel as well as to all new personnel. In addition, the user shall provide Mesa Water® with written conformation stating what training is provided to the operations personnel, who received the training and on what date the training was provided. A copy of these Rules and Regulations shall be maintained at the user's site at all times.

8.3.2.3 Onsite Information

The user shall be responsible for furnishing the operations personnel with comprehensive system operating instructions, maintenance instructions, and Record Drawings to ensure proper operation in accordance with the system design and these Rules and Regulations. At least one complete set of this information shall be kept onsite or in the nearest field office or maintenance building established by the user. The user shall have the responsibility of properly disseminating this information to all appropriate operations personnel. The user shall provide Mesa Water® with written confirmation stating what information was provided to the operations personnel, to whom the information was given and on what date the information was provided.

8.3.2.4 Onsite Inspection

Inspection of the Onsite System may occur at any time without prior notice by Mesa Water®, those agents authorized by Mesa Water®, and various Appropriate Regulatory Agencies. The user and operations personnel shall cooperate with inspectors and assist in the performance of operational tests as requested.

8.3.2.5 Confinement of Irrigation

Any onsite irrigation system shall be operated to prevent discharge onto areas that are not approved for use. Overspray resulting from attempts to reach remote portions of the Approved Use Area shall not be practiced. This situation shall be rectified by appropriate design corrections to the system layout.

8.3.2.6 Construction Use

Recycled Water used for the purpose of soil compaction and dust control shall not be stored or applied in a manner that causes Runoff, Ponding, windblown overspray conditions, or discharge in any way onto unapproved areas. If such conditions occur, the method of application shall be altered to correct them and prevent any further Ponding, Runoff, or Windblown Spray onto unapproved areas. Control valves on the water distribution vehicles and other controlling devices shall be properly employed to prevent the application of Recycled Water outside the Approved Use Area onto surfaces including, but not limited to, street pavements, sidewalks, and drainage courses.
8.3.2.7 Maintenance

A written preventative maintenance program and schedule designed to ensure the continued operation of all Onsite System elements within the requirements of these Rules and Regulations shall be evidenced by the user and shall be open to inspection by Mesa Water® at all times.

8.3.2.8 Reuse of Recycled Water Equipment

Any equipment, such as tanks, water trucks, temporary piping or valves and portable pumps that have been used for Recycled Water purposes shall be drained, cleaned and disinfected before removal from the approved use area to another job site. This disinfection and cleaning shall ensure the protection of the public health in the event of any reuse of such equipment with higher quality water.

Methods of disinfection shall be approved by Mesa Water® or the appropriate regulatory agency, and the disinfection process shall be performed in Mesa Water’s presence. When storage tanks or distribution vehicle tanks are provided with an inlet air gap whose configuration is approved by the CDPH and OCHCA, such Onsite disinfection shall not be required.

8.3.3 Submittals and Records

Facility layout drawings shall be submitted as specified within the Rules and Regulations by the customer to Mesa Water® and approved by Mesa Water® prior to commencing any installation of Recycled Water Facilities. The drawings shall be signed by the Design Consultant and shall include the construction of the use area, and the onsite irrigation system, as a minimum. A materials list shall also be submitted to Mesa Water® and it shall include the following:

Offsite or Onsite Distribution Facilities – The manufacturer, diameter, approximate length, and construction material of all offsite or onsite distribution Recycled Water Mains (pressurized).

Onsite Storage Facilities – The estimated number and locations of fixed storage tanks or ponds and the approximate volume of each.

Recycled Water Volume – The maximum and average amounts in gpm that will be drawn from Mesa Water® Recycled Water distribution system, and the hours of operation.

Applicants that propose to use Recycled Water for industrial applications or for other special uses may be required to supply additional information on a case-by-case basis.
8.3.3.1 Preliminary Investigation

The Applicant shall meet with Mesa Water® at the earliest possible date to determine whether the Design Area is within Mesa Water’s service area. At this time, the availability of Recycled Water and the proximity of the site to the Offsite Facilities will be reviewed. Feasibility acceptance by Mesa Water® must be obtained before an application for Recycled Water Service will be accepted.

8.3.3.2 Comprehensive Investigation (Retrofitting Only)

Upon accepting an application for Recycled Water Service that involves retrofitting, Mesa Water® may conduct a comprehensive investigation of the existing facilities. The Applicant shall cooperate with Mesa Water® in its efforts to: (i) obtain required information; (ii) review existing documents; and (iii) inspect the existing facilities.

8.3.3.3 System Design Documents

The following information briefly outlines what shall be submitted to, and approved by, Mesa Water® prior to the commencing of any construction. Refer to Mesa Water’s Standard Specifications for a complete list of requirements for design document submittals:

Drawing and Specifications -

Drawing and specifications for the construction of an Onsite System with Offsite Facilities are located in Mesa Water’s Standard Specifications. Drawings and Specifications shall be submitted to Mesa Water® for review and approval with associated deposits and fees outlined in the Water Rate and Charge Schedule. As part of such submittal, a construction cost estimate for the subject facilities shall be provided.

Meter Criteria –

The following information shall be provided, both on the Drawings and as a separate cost submittal:

- Existing meter sizes (inches)
- Proposed Recycled Water meter size (inches)
- Gross area to be served through the Recycled Water meter (square feet or acres)
- Peak flow through the Recycled Water meter (gpm) along with supporting calculations
- Estimate of the yearly water requirements through the Recycled Water meter (acre-feet)
- Time of day when Recycled Water would normally be taken

Dimensioning – All dimensions shall be taken from two permanent points of reference.
Call-Outs – Backflow Prevention Devices, all Potable Water lines, exterior drinking fountains and other public facilities in the Design Area shall be shown and called out on the Drawings. If no Backflow Prevention Devices, Potable Water lines, exterior drinking fountains or other public facilities are present in the Design Area, it shall be specifically stated on Drawings that none exits.

Standard Water Construction Notes for Recycled Water

The standard notes for Recycled Water listed in the latest edition of the Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities shall be listed on all Drawings.

It shall be the responsibility of the Applicant to submit the Drawings and specifications as approved by Mesa Water® to any agency having jurisdiction over such projects for their review, and to obtain all required permits prior to construction. Any costs associated with such submittals shall be borne by the Applicant.

8.3.3.4 Record Drawings

Record Drawings shall be submitted by the Applicant and approved by Mesa Water® prior to the installation of water meter(s) or the commencement of Recycled Water Service. The following shall apply:

All changes in the work constituting departures from the original design Drawings, including changes in both pressure and gravity lines, shall be accurately recorded on one reproducible set of design Drawings, which shall become the Record Drawings. The changes and dimensions shall be recorded in a legible manner to the satisfaction of Mesa Water®. One complete set shall be maintained onsite at all times.

Specific Call-Outs – The locations and depths of the following items shall be shown:

- Points of connection
- Points of line severing
- Routing of sprinkler pressure lines
- Gate valves
- Sprinkler control valves
- Quick coupling valves
- Routing of control wires
- Control stations
- Backflow prevention devices, including type of such device(s)

8.3.4 Cross Connection Control Requirements

The following requirements apply to all user sites where Recycled Water is stored, conveyed or applied in any manner.
8.3.4.1 Protection at Potable Water Service Connection

An approved Air–Gap Separation shall be required on the user's Potable Water line at a location that is as close as practical to the service connection with Mesa Water's Potable Water System. An approved reduced pressure principle backflow prevention device may be provided in lieu of an Air–Gap Separation if approved by Mesa Water® and the Appropriate Regulatory Agencies.

8.3.4.2 Protection Within Onsite Potable Water System

Approved backflow prevention devices, as required by the Appropriate Regulatory Agencies, shall be installed by the user at specified locations in the user's Onsite Potable Water System.

8.3.4.3 Inspection of Onsite Facilities

Mesa Water® or Appropriate Regulatory Agencies may, at their discretion, require an inspection of the user's Onsite Facilities for Cross Connection hazards. The Customer of Record shall cooperate with Mesa Water® or Appropriate Regulatory Agencies in requests for information.

8.3.4.4 Mesa Water’s Cross Connection and Backflow Prevention Regulations for Recycled Water

In addition to the requirements contained in Sections 8.3.4.1 through 8.3.4.3, all requirements specified in Section 6 of these Rules and Regulations shall be adhered to by the user at the user's expense.

8.4 CONSTRUCTION REQUIREMENTS

8.4.1 General Requirements

Construction of Onsite Recycled Water Systems shall be in conformance with the applicable portions of the latest edition of Mesa Water’s Standard Specifications and Standard Drawings for the Construction of Mesa Water® Facilities except as herein modified.

8.4.2 Areas of Responsibility

All Recycled Water meters and Customer Control Valves shall be provided and installed by Mesa Water® at the expense of the Applicant. The cost of installing the meters must be paid by the Applicant before any meters will be installed. The responsibility for providing a backflow prevention device at the Potable Water service connection shall be determined by Mesa Water® at the time an application for Recycled Water is filed. The Applicant shall be responsible for constructing and maintaining all Onsite Recycled Water Facilities downstream of the established Point of Connection, and for testing and
maintaining all backflow prevention devices.

The Contractor shall keep fully informed of all laws, ordinances and regulations that in any manner affect those engaged or employed in the work or the materials used in the work, or that in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or other documents in relation to any such law, ordinance, regulations, order, or decree, the Contractor shall forthwith report the same to the Design Consultant and Mesa Water® in writing.

The Contractor shall observe and comply with and shall cause all of the Contractor's agents and employees to observe and comply with all such existing and future laws, ordinances, resolutions, regulations, orders and decrees, and shall protect and indemnify Mesa Water®, Orange County Water District, SARWQCB, CDPH, OCHCA, and all their officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or Contractor's employees.

The Contractor shall also indemnify and save Mesa Water®, its officers, its employees or authorized agents harmless from all costs, losses, expenses, damages, attorneys' fees, and other costs of defense that Mesa Water® may incur with respect to or on account of the work, and with respect to the failure, neglect or refusal of contractor to faithfully perform the work and all of Contractor's obligations under the contract. Such costs, expenses, and damages shall include all costs incurred by Mesa Water® to defend against any claims, stop notices or lawsuits based thereon in which Mesa Water® is made a party.

The Contractor shall observe the rules and regulations of the State Department of Industrial Relations, Division of Industrial Safety, and, in particular, rules and regulations relating to shoring of trenches and excavations. All work shall be done in accordance with all directives, provisions and requirements pertaining to the method and manner of performing the work, in accordance with CAL-OSHA latest amendment or revision.

The Contractor shall provide a job foreman present during working hours that can communicate with Mesa Water® personnel both orally and in writing.

**8.4.3 Specific Requirements**

**8.4.3.1 Connections to Existing Mesa Water® Facilities**

The Applicant shall not make a connection to existing Mesa Water® facilities or interrupt Recycled Water Service in any portion of Mesa Water® unless it has been approved by Mesa Water®. If it becomes necessary to interrupt service to an existing system, this interruption shall be done at a time determined by Mesa Water®, under Mesa Water's direction and inspection.
8.4.3.2 Inspection Authority

Mesa Water®, those authorized by Mesa Water®, and various Appropriate Regulatory Agencies shall at all times have access to all the onsite work during construction, and shall be provided with such information as it may desire regarding location of facilities, the progress, workmanship and character of materials used in the work.

Mesa Water® shall have the authority to notify the Customer of an apparent failure on the part of the Contractor to carry out orders given or to perform any provisions of the approved plans or specifications. Upon its confirmation of the apparent failure, the Customer shall be obligated to require the Contractor to suspend the work wholly or in part. The Contractor shall immediately comply with the written order of Mesa Water® to suspend the work wholly or in part. Dependent on the nature of the non-compliance, it may require immediate action by the contractor via verbal order with a written order following. The work shall be resumed when methods or defective work are corrected as ordered and approved in writing by Mesa Water®. Failure to comply with requests of Mesa Water® will prevent further work, may result in termination of all Potable Water and Recycled Water, and may prevent or delay the final release of the entire project.

8.4.4 Material of Construction

The following information briefly outlines the materials of construction that will be approved by, Mesa Water® and other appropriate Regulating Agencies prior to the commencing of any construction. Refer to Mesa Water’s Standard Specifications for a complete list of requirements for Materials of Construction.

8.4.4.1 Valves

Quick coupling valves may be required to be removed if they are used in a manner contrary Mesa Water’s Rules and Regulations or are located in an area that encourages unauthorized use. The manner of removal shall be subject to approval by Mesa Water®. Quick coupling valves shall conform to the following:

**Rating** – Quick coupling valves for Recycled Water shall be ¾ inch or one inch nominal size with brass construction, acme thread body and key, and a normal working pressure of 125 psi. All quick coupling valves for Recycled Water shall be of a design that prevents the quick coupler key (spike) from being used in potable water or Non-potable Water quick couplers..

**Key** – All quick coupling valves shall be operated with a special coupler key with an Acme thread for opening and closing the valve. This provision may be modified by Mesa Water® in those cases where an existing Onsite Potable Water System is currently equipped with quick coupling valves that are operated with an Acme threaded key.

**Identification** – All quick coupling valves shall be tagged to for identification. All tagging shall be to the satisfaction of Mesa Water® and Appropriate Regulatory Agencies.
Cover – The cover shall be permanently attached to the quick coupling valve. It shall be purple in color and made of rubber or vinyl with the following information stamped or molded on the cover: “Recycled Water” in English and Spanish; “Do Not Drink” in English and Spanish; or the international “Do Not Drink” symbol (a glass of water in a circle with a slash through it); and a locking cover.

All Recycled Water valves shall be in serviceable condition and free from leaks and structural faults. All underground gate valves three inches and smaller may be furnished with either operating nuts or handwheels.

8.4.4.2 Valve Boxes

All new valve boxes (gate valves, manual control valves or electrical control valves) on the recycled water irrigation system shall be purple (Pantone 512) and have the words “Recycled Water” in white letters on top.

8.4.4.3 Piping

All new buried onsite constant pressure Recycled Water irrigation piping shall be marked as follows: PVC Pipe must be purple-colored PVC pipe with continuous wording “Caution – Recycled Water – Do Not Drink” printed on opposite sides of the pipe. The use of continuous lettering on 3 inch minimum width of purple tape with 1 inch black or white contrasting lettering bearing the continuous wording “Caution – Recycled Water – Do Not Drink” permanently affixed at 5 foot intervals atop all horizontal piping, laterals and Mains is an acceptable alternative to purple pipe.

All new Recycled Water piping above ground or in vaults, including adapters and fittings, shall be painted purple in color (Color Code Pantone 512). Black or white stenciling shall appear on both sides of the pipe with the marking “Caution – Recycled Water” in 5/8 inch letters repeated every 3 feet.

8.4.4.4 Storage Tanks

All storage tanks used for Recycled Water, whether fixed or mounted on distribution vehicles, shall be structurally sound and free from leaks.

8.4.5 Construction Notification

The Applicant shall give Mesa Water® at least two business days (48 hours) notice before starting the Onsite Recycled Water System construction work.

8.4.6 Final Inspection and Testing

8.4.6.1 Final Inspection

Following completion of all construction work, and upon receiving Mesa Water®
approval of Record Drawings, the Applicant shall request final inspection of the work. This request shall include the scheduling of a Cross Connection control test and an operational test. The tests shall be scheduled in coordination with and in the presence of Mesa Water® and representatives of the various Appropriate Regulatory Agencies in order to verify such testing.

8.4.6.1.1 Cross Connection Control Testing

A Cross Connection control test shall be conducted on both the Onsite Potable Water and the Onsite Recycled Water Systems. The test shall be conducted in the following manner:

1. The activated and pressurized Recycled Water System shall be shut down at or near the Point of Connection. After shutting the Recycled Water System down, all outlets of the Recycled Water System shall be opened. Flow from any Recycled Water System outlet shall be deemed to indicate a Cross Connection condition. (Note: Initial flows that result from the system’s depressurization can be ignored for purposes of this test.) After conducting this test of the Recycled Water System, the Potable Water System shall be tested by opening all Potable Water outlets. A no-flow result from any Potable Water outlet shall be deemed to indicate a Cross Connection condition.

2. Recharge Recycled Water System, then the activated and pressurized Potable Water System, shall be shut down at the backflow prevention device. After shutting the Potable Water System down, all outlets of the Potable Water System shall be opened. Flow from any Potable Water outlet shall be deemed to indicate a Cross Connection condition. (Note: Initial flows that result from the system’s depressurization can be ignored for purposes of this test.) After conducting this test of the Potable Water System, the Recycled Water System shall be tested by opening all Recycled Water outlets. A no-flow result from any Recycled Water outlet shall be deemed to indicate a Cross Connection condition.

8.4.6.1.2 Operational Testing

Prior to final acceptance by Mesa Water®, all Onsite Recycled Water Systems shall be required to successfully pass an operational test. Any required corrections shall be noted and submitted to the Applicant by Mesa Water®. Regular service start-up shall not be authorized until all corrections are made to the satisfaction of Mesa Water®.

8.4.7 Posting and Identification

Posting and Identification requirements for the design and construction of an Onsite System with Onsite and Offsite facilities are located in Mesa Water’s Standard Specifications. Proposed posting and identification shall be submitted within the design and specifications to Mesa Water® for review and approval with associated deposits.
and fees outlined in the Water Rate and Charge Schedule

8.4.7.1 Posting of Approved Use Areas

Recycled Water identification signs shall be made of 1/16 inch thick, minimum, aluminum and its size shall be 18 inches wide by 12 inches high, minimum. The signage size and wording shall be approved by the City and the site Owner. At a minimum the wording shall include “Recycled Water – Do Not Drink” and display the international symbol shown on Figure 30610-A in Title 22 of the California Code of Regulations. Submit the final verbiage including colors to the City for review and approval prior to ordering the identification signs. The location of the sign placement shall be determined in the field by the City and the site Owner. An example of an approved sign is Christy’s Part Number ID-Sign REC1218. Other wordings may be used with approval of Mesa Water® and the Appropriate Regulatory Agencies.

8.4.7.2 Recycled Water Pipe Identification

8.4.7.2.1 Buried Recycled Water Pipe

The following pipe identification requirements and options shall be applied to all new Recycled Water Systems that are to be constructed, and applied to retrofitted Recycled Water Systems whenever buried pipe is replaced.

Purple Pipe - For all buried offsite Recycled Water pipelines (PVC, ductile iron pipe or copper) and any onsite Recycled Water pipelines that cross public streets, the pipelines shall have purple colored warning tape, minimum of 12 inches wide, placed in the trench 12 inches above the pipe with the wording, “CAUTION: RECYCLED WATER LINE BURIED BELOW”. This requirement is to provide additional warning for any excavation activities within the public streets to reduce the potential for damaging the Recycled Water pipeline.

Warning Tape - The plastic identification (warning) tape shall be virgin low-density polyethylene specifically formulated for prolonged underground use. The minimum thickness shall be 4 mils and the overall width of the tape shall be 12 inches for 8 inch or larger diameter pipe and 6 inches for 6 inch and smaller diameter pipe.

Identification /Warning Tags - Identification /warning tags shall be inert plastic film or polyurethane specifically formulated for prolonged exposure. The identification /warning tag shall incorporate an integral attachment neck and reinforced attachment hole. The size of the tag shall be 3 inch by 4 inch with a minimum thickness of 10 mils. Identification /warning tags shall be attached with heavy-duty nylon fasteners. The size, type of label and location will be dictated by each individual application and subject to acceptance by the City’s representative. The minimum size shall be ½ inch letters. Tags shall be as manufactured by T. Christy Enterprise (ID-Max-P2-RC009 for Recycled Water (purple) or ID-Max-B2-PW015 for Potable Water (blue) or ID-Max-Y2-NP012 for Non-Potable Water (yellow)) or approved equal. T. Christy Enterprises, Inc. is located at
Warning Labels - Warning labels shall be a minimum of 3.5 mil flexible vinyl base with a permanent acrylic adhesive backing on a 90# stayflat liner. Both the background and legend shall be printed with a UV cured vinyl ink. The entire decal shall be clear flood over-printed for superior weathering and UV protection. The size shall be 3.5 inch by 4.4 inch for controllers, 2.5 inch by 8.25 inch for pumping equipment, and 1.25 inch by 5.75 inch for Potable Water decals. The controller warning label shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4100) or approved equal. The pumping equipment warning label shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4200) or approved equal. The potable water decals shall be as manufactured by T. Christy Enterprise (Christy’s Part No. 4300) or approved equal.

8.4.7.2.2 Above Ground Recycled Water Pipe

The following identification requirements shall be applied to all Recycled Water Systems.

Purple Pipe - All such piping, including adapters and fittings, shall be purple in color. Black or white stenciling shall appear on both sides of the pipe with the marking "CAUTION - RECYCLED WATER" in 5/8 inch letters repeated every 3 feet. Mesa Water® must review and approve any proposal that calls for above ground Recycled Water pipe to be painted as a means for complying with the color requirement. Other proposed methods for identifying above ground pipe must be reviewed and approved by Mesa Water® on a case-by-case basis.

Sprinkler Labeling/Tags - For sprinkler risers located on slopes and/or in the vicinity of adjacent properties, the risers shall be installed with either sprinkler warning labels/warning tags or riser markers as is appropriate for each situation. The riser markers shall be Christy’s Model #5100 for Recycled Water applications, and Christy’s Model #5200 for Non-potable Water applications, or approved equal.

8.4.7.3 Valve Identification

All remote control valves, gate valves, quick coupling, drip valve assemblies, flush valve assemblies, manual drain valves, and pressure relief valves shall be installed in suitable valve boxes, complete with locking and hinged cover, or other approved secure enclosure. Recycled Water valve boxes and covers must be colored purple and have Recycled Water identification imprinted. All valve box covers shall be bolted down with stainless steel bolts and washers.

8.4.7.4 Storage Tank Identification

Each and every storage tank shall be identified by a painted label as containing Recycled Water. The label shall contain the words "DO NO DRINK - RECYCLED WATER" with white letters at least two inches high on a purple background. In addition,
at least one sign shall be posted on the fence surrounding each storage tank. The label and sign shall be so placed that they can be readily seen by all operations personnel utilizing the facilities.

8.4.7.5 Vehicle Identification

Each and every vehicle used to distribute Recycled Water shall be identified by painted labels or signs as using Recycled Water. The label shall contain the words "DO NOT DRINK - RECYCLED WATER" with white letters on a purple background. The label shall be placed on the driver's side of the vehicle on the tank at a spot close to the cab. The labels or signs shall be so placed that they can be readily seen by all operations personnel utilizing the vehicles.

8.5 PROCEDURES FOR ADMINISTRATION

8.5.1 Obtaining Service

The following interactions between Mesa Water® and the Applicant are required for the administration of a Recycled Water Service.

8.5.1.1 Application Submittal

An application form for Recycled Water Service, in the form supplied by Mesa Water®, shall be completed and signed by the Applicant, who may be the Owner or authorized representative. The application shall request information concerning the Applicant's relationship to the subject property as legal Owner, tenants, or lessee; the type of Recycled Water use being proposed; the address and telephone number; and a legal description of the property to be served; purpose for which the property is to be used; and total area to be served. The application may also list any special conditions for service pursuant to these Rules and Regulations. Certain technical information, derived from the design and peculiar to the type of Recycled Water use, may also be requested.

The application form shall be accompanied by a service exhibit. This exhibit shall be a drawing delineating the subject Design Area, identifying the location and size of all service connections, delineating areas in which Recycled Water Service is to be applied or excluded, and showing the nearest major street(s).

8.5.1.2 Mesa Water® Evaluation

Upon receipt of a completed application, the General Manager shall review such application and make such investigation relating thereto, as deemed necessary. The General Manager may prescribe specific requirements applicable to such application, which may include, but shall not be limited to the design of the facilities, the manner of construction, the method of operation, and/or the conditions of service. An evaluation shall be performed by Mesa Water® that will establish that all information obtained on the form is consistent with these Rules and Regulations and the requirements of the
Appropriate Regulatory Agencies.

8.5.1.3 Issuing of User Agreement

A User Agreement or Water Service Agreement issued by Mesa Water® and signed by the Applicant shall constitute a legally binding service agreement. A User Agreement or Water Service Agreement shall incorporate expressly, or by reference, these Rules and Regulations and shall also include any additional requirements prescribed by Mesa Water® to ensure contained operation of the Recycled Water System and to protect the public’s health.

8.5.1.4 Service Activation

Following final inspection, testing and approval of the project by Mesa Water® the Applicant shall request in writing Recycled Water Service activation. Following a service termination, regardless of the reason, service may be re-established by telephone request. For all service activation requests Mesa Water® shall require two business days notice (48 hours). In addition to two business days notice, the designated User Supervisor must be onsite and available at the time.

8.5.2 Conditions of Service

Mesa Water® reserves the right to revoke a User Agreement or Water Service Agreement if all or any of the service conditions contained herein is not complied with at all times.

8.5.2.1 Regulatory Conditions

Service to a user may be terminated at any time if the quality of the Recycled Water does not comply with the requirements of Appropriate Regulatory Agencies or at any time the user's operations do not conform to these Rules and Regulations.

8.5.2.2 Financial Conditions

Conditions relating to fees and billings shall be the same as established for the Potable Water System. Rates and fees for Recycled Water Service shall be as established by the Board.

8.5.2.3 Operational Conditions

8.5.2.3.1 Liability

Mesa Water® shall not be liable for any damage caused by any Onsite Facilities.
8.5.2.3.2 Service Scheduling

In order to maintain acceptable working conditions throughout the Recycled Water distribution system, Mesa Water® may schedule the use of Recycled Water. Such scheduling may involve programming deliveries to different users and/or to various portions of a single user’s Onsite System. Scheduling shall take into account the constraints of Appropriate Regulatory Agencies, the requirements of these Rules and Regulations, and the operating constraints of affected users.

8.5.2.3.3 Relations of Property to Service

A service connection shall not be used to supply adjoining property of a different Owner nor an area outside the Owner’s defined area.

8.5.2.3.4 Metering

All Recycled Water used on any premises where a Mesa Water® meter is installed shall pass through that meter. Users shall be held responsible and charged for all water passing through a Mesa Water® meter.

8.5.2.3.5 Other Conditions

Conditions relating to meter reading and testing and service terminations shall be the same as established for the Potable Water System.

8.5.3 Reporting

The following types of reporting shall be transmitted in writing.

8.5.3.1 Mesa Water® to User

The following items shall be reported by Mesa Water® to the user:

- The quantity of Recycled Water delivered to the user during the applicable billing period, to be submitted as part of Mesa Water’s billing for Recycled Water Service and shall be based on readings taken from Mesa Water’s meter.

- The quality of Recycled Water delivered to the user, to be submitted only at the specific written request of the user.

8.5.3.2 User to Mesa Water®

The following items shall be reported by the user within 24 hours of an occurrence to Mesa Water’s engineering or operations staff:
• Any failure of Onsite potable or Recycled Water pipelines, storage tanks or related facilities.
• Any Violation of Mesa Water’s Rules and Regulations.
• Change in Owner, User Supervisor.
• Alterations to any Onsite Facilities or topography.

8.5.4 Violations

8.5.4.1 Determination

Mesa Water® reserves the right to determine whether a Violation of the Rules and Regulations has resulted from any action or occurrence that is the responsibility of the user.

8.5.4.2 Specific Violations

Specific Violations shall include those that directly caused noncompliance with any one of the specific prohibitions as listed in Section 8.2.19 of these Rules and Regulations: Runoff conditions, Ponding conditions, unapproved uses, disposal in unapproved areas, Cross Connections, unprotected drinking fountains, Hose Bibs and fire hydrants. However, by definition, noncompliance with any condition or conditions of these Rules and Regulations, whether willfully or by accident, shall constitute a Violation.

8.5.4.3 Corrective Action

If the General Manager's investigation results in the determination that a Violation has occurred, Mesa Water® shall immediately notify the user. It shall be the responsibility of the user to promptly initiate action that will correct the conditions having caused the Violation. If, in the opinion of the General Manager, the Violation constitutes an immediate danger to the public health, then service may be terminated immediately by shutting off the meter and locking it. Service shall be resumed only after such Violation has been corrected to the satisfaction of the General Manager. If the Violation is determined to be of a lesser degree of danger to public health, then a timetable for completing the corrections shall be negotiated between the General Manager and the user, with Mesa Water® having final approval. Corrections not being made in accordance with the timetable may also result in the termination of service.

The Appropriate Regulatory Agencies may order a service termination if they find a Violation that constitutes an immediate danger to public health. Service shall be resumed only after the Violation has been corrected to the satisfaction of both the Appropriate Regulatory Agencies and Mesa Water®.

8.5.4.4 Appeal

A user may appeal Mesa Water’s determination on a matter in accordance with Section 2.7 of these Rules and Regulations.
8.5.5 Rates, Fees and Deposit Schedule

8.5.5.1 Fees

A fee may be imposed upon a user to re-establish Recycled Water Service if service was terminated at the request of the user or for reason of failure on the user's part to comply with Mesa Water® requirements or Rules and Regulations. Fees shall be in accordance with those listed in the Water Rate and Charge Schedule.

8.5.5.2 Water Service Rates

Water service rates shall be defined as the unit charges made to a user for the consumption of Recycled Water as received by the user and delivered from the Offsite Facilities. Mesa Water® reserves the right to revise the service rates without notice to the Customer.
Appendix 1: Application for New Service
APPLICATION FOR NEW SERVICE

Legal Description of Property
Assessors Parcel No.
Address of Property

APPLICANT (Property Owner Only) Type or Print
(Property Owner)
(Mailing Address)
(City/State/Zip)
Phone
DL#/SS#

I attest under penalty of law to the truth and correctness of all facts, exhibits, maps and attachments presented with and made a part of this application.

I hereby authorize ___________________________ to act as my representative and to bind me in all matters concerning this application.

Signature – Applicant (Property Owner only)

________________ day of ____________, 20__

Signature (Notary)

(SEAL)

FOR MESA WATER USE ONLY – Do Not Write Below This Line

PERMIT

THE TERMS AND CONDITIONS OF THIS PERMIT ARE PRINTED ON BOTH SIDES OF THIS FORM. APPLICANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS SAID TERMS AND CONDITIONS AND AGREES TO ABIDE BY THEM.

Signature of Applicant (Property Owner only)

PERMIT APPROVED FOR MESA WATER

By
Date
Permit Expires

WATER BILLING SERVICE CUSTOMER

☐ Applicant ☐ Contractor ☐ Other (Below)

Name
Address
Zip
Phone
DL#/SS#

CONTRACTOR Type or Print (if applicable)

Name
Address

Bus.
Job Site
Phone
Phone

License No.
License Type

Business Tax ID#

Date Entered on Computer
Customer No.
Account Nos.

VALIDATION
Appendix 2: Payment Voucher
# PAYMENT VOUCHER

1965 Placentia Avenue, Costa Mesa, CA  92627  949-631-1291

**DATE:** ____________________  **JOB LOCATION:** ____________________

**MC FILE NO.:** ____________________  **APPLICATION:** ____________________

**PAID BY:** ____________________  **CHECK:** ________  **CASH:** _________

**AFFILIATION:** ____________________  **PHONE:** ____________________

**ADDRESS:** ____________________  **ZIP CODE:** ____________________

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<td>OTHER (PLEASE SPECIFY)</td>
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<td>Chlorination/Flushing &amp; Health Sample</td>
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<tr>
<td>Shutdown</td>
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<td>AFTER HOURS INSPECTION-$ PER HOUR</td>
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</tbody>
</table>

**CONSTRUCTION INSPECTION TOTAL:** $  

(1) Refer to the Mesa Water District website (www.mesawater.org) under Water Rate and Charge Schedules for costs.  

**TOTAL DEPOSIT:** $  

Prepared by: ____________________  Date: ____________________

Checked by: ____________________  Date: ____________________

Approved by: ____________________  Date: ____________________

pr/payment voucher/rev. 09/11
Appendix 3: Water Service Agreement
WATER SERVICE AGREEMENT WITH THE
MESAL WATER DISTRICT
FOR WATER SERVICE
The undersigned, (hereinafter referred to as “Applicant”), hereby requests water service by the MESA WATER DISTRICT, (hereinafter referred to as “Mesa Water”), in accordance with all of the terms and conditions of this Water Service Agreement and Mesa Water’s Rules and Regulations For Water Service”, (hereinafter referred to as “Rules and Regulations”), which are incorporated herein by this reference and made a part hereof as though fully set forth.

Applicant hereby applies for that service as applicable, which can be provided by the facilities described below, to that certain real property located within Mesa Water, in the County of Orange, State of California, described as follows (metes and bounds description or as acceptable to Mesa Water):

AP-

Said property is to be used for the purpose(s) of:

Applicant hereby represents that Applicant is the ______ owner ______ of said real property. Applicant estimates that the total service to be required of Mesa Water upon development of said real property is _____ gallons per minute (“GPM”) on the basis of the connected capacity demand (“CCD”) as defined in the Rules and Regulations of Mesa Water.

Upon acceptance of this Application by Mesa Water, together with all costs, including the Capacity Charge as determined by the Mesa Water District Engineer or an authorized representative subject to appeal to the General Manager or the Board of Directors, plans and specifications, bonds, conveyance of necessary easements, and other items as may be required herein, Mesa Water agrees to provide the requested water service subject to the terms and conditions herein set forth and set forth in the Rules and Regulations of Mesa Water. Mesa Water shall deliver to the Applicant an executed copy of this Agreement.

1. Applicant shall adhere to the requirements prescribed by the Rules and Regulations, as amended from time to time, and to any additional requirements prescribed from time to time by the General Manager or Board of Directors of Mesa Water, or both, to insure compliance with such Rules and Regulations as to obtaining water.

2. Applicant hereby agrees to build or cause to be built the described water facilities, (hereinafter collectively referred to as “the Facilities”), and agrees to pay all costs of installation of same, including, but not limited to, cost of labor, materials, equipment, contractor’s expense and profit,
environmental studies, design, engineering, surveying, inspection, testing, plan check, land and easement acquisition, condemnation, attorney’s fees, insurance and bond premiums.

3. Applicant agrees that the Facilities shall be constructed in accordance with plans and specifications which shall comply with all applicable requirements of Mesa Water’s “Standard Specifications for the Construction of Water Facilities”, including, but not limited to, requirements as to information to be shown on the plans. Said document is on file at the office of Mesa Water and is by this reference incorporated herein. Such plans and specifications shall be approved by Mesa Water. Such approval of the plans and specifications by Mesa Water shall not constitute approval of the permit applied for herein. The Facilities shall be constructed by a contractor licensed by the State of California to install said Facilities.

4. Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one (1) year after the date of acceptance of the Facilities by Mesa Water. It is further agreed that the Facilities shall be restored to full compliance with the requirements of the plans and specifications, including any test requirements, if during said one (1) year period the Facilities or any portion thereof are found not to be in conformance with any provisions of said plans and specifications. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities.

5. Applicant agrees to grant, or cause to be granted to Mesa Water, without cost to Mesa Water, all necessary easements for construction, installation, maintenance and access to the Facilities, across all privately-owned lands to be traversed by the Facilities, which easements shall be in a form and condition of title satisfactory to Mesa Water and shall be executed by all necessary parties having an interest in said lands.

6. Applicant, if applicable, agrees to provide to Mesa Water, prior to acceptance of the Facilities, a complete set of reproducible mylars of the approved plans and specifications for the Facilities.

7. Upon completion of the Facilities, Applicant, if applicable, agrees to execute and deliver to Mesa Water a report of the actual costs of the Facilities and to substantiate such report with invoices and receipts acceptable to Mesa Water. Applicant further agrees that such Facilities will become the property of Mesa Water when it is accepted by its duly authorized employee, evidencing acceptance of the Facilities. However, Applicant hereby disclaims in favor of Mesa Water all right, title and interest in and to said systems, appurtenances and easements; and Applicant hereby covenants and agrees to execute and deliver to Mesa Water any documents required to complete the transfer of the Facilities concurrently with the acceptance thereof by Mesa Water; and Applicant hereby agrees that Applicant is holding any title to said Facilities, pending acceptance thereof by Mesa Water, as trustee, acknowledging Applicant’s obligation to complete said Facilities and transfer the same debt free to Mesa Water.

8. It is agreed that the above provisions shall not preclude the use of the Facilities by property owners within the developed area or outside of said development prior to such delivery of actual costs to Mesa Water, as long as the quality of said water is acceptable to Mesa Water under its Rules and Regulations and written permission has been obtained from Mesa Water by such property owners to connect to the Facilities or to existing facilities. Applicant agrees that the use of the Facilities by the Applicant, transferee or assignee of the Applicant, or others within Mesa Water, will not constitute acceptance of the Facilities by Mesa Water.
9. Applicant agrees to hold Mesa Water harmless from any expense or liability resulting from the construction of the Facilities, and further agrees that Applicant will indemnify and hold Mesa Water, its agents, employees, officers and representatives, free and harmless from and against any and all liabilities for death, injury, loss, damage or expense, (including reasonable attorney's fees), to person or property which may arise or is claimed to have arisen as a result of any work or action performed by Applicant or on behalf of Applicant with respect to the construction and in the installation or repair of the Facilities.

10. Applicant shall submit, concurrently with this Application, if applicable, Payment and Performance Bonds, in connection with the Facilities to be constructed, and for an amount to be determined by Mesa Water.

11. Applicant hereby agrees to pay all administration and engineering costs, (including inspection and plan check costs), calculated as a percentage of the total cost as estimated by Mesa Water, as well as Capacity Charges, meter costs, interim water service line costs, (if applicable), and any other costs incurred by Mesa Water. The amount of such costs shall be based on the applicable schedules of the Rules and Regulations in effect on the date when Applicant has submitted to Mesa Water its completed Application, payment of all deposits, plans and specifications, bonds, conveyance of necessary easements and other items which may be required herein prior to issuance of the permit and the plans of the Applicant have been approved by Mesa Water. Such deposits shall be set forth on Exhibit “A” hereto by Mesa Water, which Exhibit is by this reference incorporated herein, and is subject to revision pursuant to any changes in the applicable schedules prior to the date and application and all accompanying materials and payment are completed, submitted to and approved by Mesa Water.

Applicant hereby agrees that the meter costs set forth in Exhibit “A” includes the provisions by Mesa Water of a water meter and customer control valve. Applicant agrees that the customer control valve is to be obtained from Mesa Water and installed by the Applicant’s contractor as the work progresses, and that the water meter is to be installed by Mesa Water prior to the provision of permanent water service by Mesa Water.

Applicant acknowledges and agrees that the payment of such costs is being required prior to final inspection or issuance of certificates of occupancy for the development proposed by Applicant, and that such requirement for prior payment is in accordance with all applicable legal requirements pursuant to Section 53077 et seq. of the Government Code.

12. Applicant agrees to accept such conditions of pressure and service as are provided for by District’s water system at the location of all proposed connections thereto and to hold Mesa Water harmless from and against any and all damages, liability and expense arising out of high or low pressure conditions with respect thereto or from interruptions of service.

13. Applicant agrees, if said Mesa Water employs an attorney to enforce this Agreement, to pay said Mesa Water for all attorney’s fees to be incurred.

14. Applicant agrees that the General Manager of Mesa Water or his authorized representative may enter upon the hereinafore described property during reasonable hours for the purpose of ascertaining whether the provisions of this Agreement are being performed. Applicant shall not be responsible in any way for the failure of its successors or assigns to comply with any of the provisions of this Agreement.
15. Applicant agrees that service shall be commenced only after the Facilities have been completed and transferred to Mesa Water and all required testing and inspection has been accomplished by Mesa Water.

Applicant is aware that the contracts may not have been let for all necessary water facilities of Mesa Water in order that Applicant can actually receive water service. Applicant further agrees that Mesa Water shall not be obligated to the Applicant or the successors of the Applicant for water service until such time as the actual completion of said necessary Mesa Water facilities.

16. Special conditions for service, if any:

IN WITNESS WHEREOF, the parties have duly caused their authorized signatures to be affixed hereto.

APPLICANT

__________________________________________
Date: ______________________________________

__________________________________________
Print Name

PROPERTY OWNER

__________________________________________
Date: ______________________________________

__________________________________________
Print Name

MESA WATER DISTRICT

By: ________________________________________
   Mesa Water District Engineer

Date: ________________________________________

Rev. 6/24/13
EXHIBIT “A” TO
APPLICATION TO AND AGREEMENT WITH
THE MESA WATER DISTRICT
FOR WATER SERVICE

Water Service Deposits

(i) **Capacity Charges**

(a) _______ GPM $ ____________

(b) Credit Towards Capacity Charges, (If Applicable) $ ____________

(c) Existing Meter Sizes, (If Applicable)

______________________________

SUBTOTAL $ ____________

(ii) **Administrative and Engineering**

Performance Bond $ _______ at ______ % $ ____________

Plan Check $ ____________

Construction Inspection $ ____________

SUBTOTAL $ ____________

(iii) **Meter Installation**

__________ meters at $ _______ per meter $ ____________

__________ meters at $ _______ per meter $ ____________

__________ meters at $ _______ per meter $ ____________

SUBTOTAL $ ____________

TOTAL DEPOSIT $ ____________
NOTICE – The Mesa Water District imposes a Capacity Charge pursuant to provisions of Government Code §66000 and following the Rules and Regulations of Mesa Water District adopted pursuant to Water Code §31024. These fees are used to finance necessary water facilities. The Capacity Charges and the basis for their collection are further described in the documents providing for their imposition and collection.

NOTICE IS FURTHER GIVEN, pursuant to Government Code §66020(d) that you have a 90-day period from the date of approval of the relevant project, or payment of the Capacity Charges, whichever first occurs, to provide a protest to Mesa Water District of the basis or the amount for such Capacity Charges.

I have received and read the above notice for Capacity Charges.

Signed

as an agent for

Date
Applicant Acknowledgment of Responsibility for Meters

I acknowledge that I have read and understand the following concerning the meter(s) to be installed on this project.

1) Meter(s) installation, operation and billing will be done in compliance with Mesa Water’s Rules and Regulations for Water Service and Standard Specifications.

2) All meters smaller that 3” will only be installed by Mesa Water. Meter(s) 3” or larger will be installed only in the presence of authorized Mesa Water personnel regardless of the presence of any other agency(ies)’ representatives.

3) The meter(s) must be clearly marked and protected from damage at all times. The applicant will be responsible for all damaged meters.

4) The meter(s) must remain accessible for reading at all times. If it is not, applicant will pay for costs incurred in rereading the meter.

5) Once the meter(s) is installed the applicant will be responsible for the meter. If it is damaged in any manner it will be repaired or replaced only by Mesa Water and the applicant will be required to pay Mesa Water for repairs and/or replacement.

6) Charges for the Basic Charge and any Usage Charges will commence as soon as the meter(s) is installed by Mesa Water or received by the applicant from Mesa Water.

7) If applicant wishes the meter(s) shut off and locked by Mesa Water they will not be responsible for the Basic Charge. Please call Customer Service, 949-631-1200, to arrange for termination of service. When the meter is turned on again any Usage registered on the meter will be billed to the applicant. If it is not possible to shut off and lock the meter(s) (which is the case with meters 3” or larger) applicant will be billed for both the Basic Charge and any Usage recorded by the meter.

8) Any costs to Mesa Water for failure to comply with these requirements will be payable by the applicant.

__________________________  _________________________
Signature of Applicant                  Date

______________________________
Name of Applicant (please print)

Witnessed by: ____________________
(Mesa Water Engineering staff)

MC Number: ______________

Location: _______________________

Rev. 6/24/13
MEMORANDUM

TO: Board of Directors
FROM: Stacie Sheek, Customer Services Manager
DATE: February 11, 2016
SUBJECT: Water Conservation and Water Supply Emergency Program Update

RECOMMENDATION


STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #4: Increase public awareness about Mesa Water and about water.
Goal #6: Provide outstanding customer service.
Goal #7: Actively participate in regional water issues.

PRIOR BOARD ACTION

On May 14, 2015, the Board adopted Ordinance No. 26 - the Water Conservation and Water Supply Emergency Program, and adopted Resolution No. 1460, activating Ordinance No. 26 at Level 1 but restricting irrigation to two days per week. On November 12, 2015, the Board adopted Resolution No. 1466, activating Ordinance No. 26 at Level 2 but restricting irrigation to one day per week. Most recently, on December 15, 2015, the Board adopted Resolution No. 1468, keeping Ordinance No. 26 at Level 2 but prohibiting all irrigation excluding single-family residential customers.

DISCUSSION

On January 17, 2014, Governor Brown declared a drought state of emergency. As the state of California (State) enters a fourth year of severe drought, the State Water Resources Control Board (SWRCB) adopted and expanded emergency regulations on March 17, 2015 to safeguard the State’s remaining water supplies. Inclusive of those regulations, Mesa Water® was required to reduce its total cumulative water production by 20% for the period of June 2015 through February 2016, as compared to a calendar year 2013 baseline.

Mesa Water® is currently on track to meet and surpass the 20% cumulative reduction mandate for the months of June 2015 through February 2016.

On February 2, 2016, SWRCB adopted a revised emergency regulation to ensure that urban water conservation continues in 2016. The February 2016 Emergency Regulation extends the existing May 2015 Emergency Regulation through October 2016, maintaining many of the same requirements. However, the February 2016 Emergency Regulation also provides suppliers with more flexibility in meeting their conservation requirements through adjustments and credits. Those adjustments include a climate adjustment, a growth adjustment, and a new, local, drought-resilient supply credit. Staff intends to apply for a growth adjustment as well as new, local, drought-resilient supply credits for both the Mesa Water Reliability Facility and Orange County Water
District’s Groundwater Replenishment System. The maximum reduction possible is 8%, which could adjust the District’s conservation standard to 12%.

With these accomplishments and adjustments taken into consideration, it is recommended that the Board adopt Resolution No. 1471 which establishes a year-round Designated Watering Day Schedule that varies throughout the year based on the seasons and the irrigation requirement for each season. This schedule is recommended because it allows customers to plan ahead in adjusting their irrigation schedules, is based on scientific calculations for irrigation demand, is simpler and clearer to administer, would decrease costs in sending one district-wide advertisement versus multiple advertisements throughout the year, and should ensure meeting the District’s adjusted conservation mandate.

### Designated Watering Day Schedule

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<th>Months</th>
<th>Maximum Number of Irrigation Days per Week</th>
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<td>February – April (Spring)</td>
<td>2 Days Tuesday &amp; Saturday</td>
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<tr>
<td>May – September (Summer)</td>
<td>3 Days Tuesday, Thursday, &amp; Saturday</td>
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<tr>
<td>October – November (Fall)</td>
<td>2 Days Tuesday &amp; Saturday</td>
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<tr>
<td>December – January (Winter)</td>
<td>1 Day Saturday</td>
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**FINANCIAL IMPACT**

In fiscal year 2016, $162,130 has been spent on temporary staff.

$180,000 is budgeted in fiscal year 2016 for Drought-Reach; $177,997 of funds have been spent to date.

### Drought-Reach

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<td>$ 178,731</td>
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<tr>
<td>Original Contract</td>
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<td>Change orders #1-3</td>
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<td>Revised Contracts</td>
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<tr>
<td>Actual spent to date</td>
<td></td>
<td>$ 416,728</td>
</tr>
<tr>
<td>Revised Project Estimate</td>
<td></td>
<td>$ 568,731</td>
</tr>
</tbody>
</table>

**ATTACHMENTS**

Attachment A: Draft Resolution No. 1471
Attachment B: Draft Resolution No. 1471 w/redlines
Attachment C: Water Conservation and Water Supply Emergency Program – Summary Table
Attachment D: SWRCB Extended Water Conservation Regulation Fact Sheet
RESOLUTION NO. 1471

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
MAKING CERTAIN FINDINGS, ACTIVATING
THE MESA WATER DISTRICT
WATER CONSERVATION AND
WATER SUPPLY EMERGENCY PROGRAM
LEVEL 1 WATER SUPPLY SHORTAGE
AND TAKING RELATED ACTIONS
SUPERSEDING RESOLUTION NOS. 1466 AND 1468

WHEREAS, the Mesa Water District (Mesa Water®) is a county water district organized and operating according to California law; and

WHEREAS, periodic droughts are a historical fact in the State of California; and

WHEREAS, on January 17, 2014, the Governor of the State of California (“State”) declared a State of Emergency to exist throughout the State due to severe and identified drought conditions; and

WHEREAS, on July 16, 2014, March 17, 2015, and May 5, 2015 the California State Water Resources Control Board (SWRCB) adopted various drought-related emergency regulations for urban water conservation; and

WHEREAS, on April 1, 2015, the Governor issued an Executive Order that, in part, directed the SWRCB to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 28, 2016; and

WHEREAS, the State is entering a fourth consecutive year of below-normal precipitation and many communities in the State will suffer water shortages; and

WHEREAS, Mesa Water® has the authority to adopt water conservation requirements and programs to promote and effectuate wise water use and avoid water wastage; and

WHEREAS, the Board of Directors of Mesa Water® (Board) has previously adopted Ordinance No. 26, including the Mesa Water District Water Conservation and Water Supply Emergency Program (Conservation Program) to address water supply shortages and water conservation requirements to address such; and

WHEREAS, Mesa Water® derives the water which it delivers to its customers from local groundwater and supplemental waters imported from outside Mesa Water® boundaries; and
WHEREAS, the quality and quantity of supplemental imported water is under the control of other agencies, and may be subject to conditions beyond the control of those other agencies or Mesa Water®.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Under the provisions of Ordinance No. 26, the Board finds and determines that a water shortage or threat of a water shortage exists, such that it is necessary to activate the Water Conservation and Water Supply Emergency Program, based upon the occurrence of the following condition:

(a) A general water supply shortage due to limited supplies and drought conditions.

Section 2. The Water Conservation and Water Supply Emergency Program is activated at Water Supply Shortage Level 1 in its entirety. Such activation shall be effective immediately upon adoption of this Resolution.

Year-Round Designated Watering Day Schedule: Watering or irrigating of lawn, landscape, or other vegetated area is limited to, as referenced in Section 7(b)(1), the following year-round schedule for all properties upon which water is used. The maximum number of irrigation days per week are:

- February – April: Tuesday & Saturday
- May – September: Tuesday, Thursday, & Saturday
- October – November: Tuesday & Saturday
- December – January: Saturday

Section 3. In addition to the direction set out in Section 2, the Board directs that the provisions of Sections 10(d), 10(e), and 10(g) of the Conservation Program shall become effective immediately upon the adoption of this Resolution.

Section 4. This Resolution shall remain in place until rescinded, superseded, or modified by action of the Board.

Section 5. The Conservation Program is not otherwise amended or revised.

Section 6. The General Manager is authorized to take such other and further action(s) as are necessary or desirable to carry out the directives of this Resolution.
ADOPTED, SIGNED, and APPROVED, this 11th day of February 2016 by a roll call vote.

AYES: DIRECTORS:
NOES: DIRECTORS: Atkinson, Bockmiller, Fisler, Temianka, Dewane
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

_________________________________________
Shawn Dewane
President, Board of Directors

_________________________________________
Coleen L. Monteleone
District Secretary
RESOLUTION NO. 14681471

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
MAKING CERTAIN FINDINGS, ACTIVATING
THE MESA WATER DISTRICT
WATER CONSERVATION AND
WATER SUPPLY EMERGENCY PROGRAM
REDUCING WATER CONSUMPTION BY TWENTY (20)
PERCENT LEVEL 1 WATER SUPPLY SHORTAGE
AND TAKING RELATED ACTIONS
SUPPLEMENTING SUPERSEDING RESOLUTION NOS. 1466 AND 1468

WHEREAS, the Mesa Water District (Mesa Water®) is a county water district organized and operating according to California law; and

WHEREAS, periodic droughts are a historical fact in the State of California; and

WHEREAS, on January 17, 2014, the Governor of the State of California (“State”) declared a State of Emergency to exist throughout the State due to severe and identified drought conditions; and

WHEREAS, on July 16, 2014, March 17, 2015, and May 5, 2015 the California State Water Resources Control Board (SWRCB) adopted various drought-related emergency regulations for urban water conservation; and

WHEREAS, on April 1, 2015, the Governor issued an Executive Order that, in part, directed the SWRCB to impose restrictions on water suppliers to achieve a statewide 25 percent reduction in potable urban usage through February 28, 2016; and

WHEREAS, the State is entering a fourth consecutive year of below-normal precipitation and many communities in the State will suffer water shortages; and

WHEREAS, Mesa Water® has the authority to adopt water conservation requirements and programs to promote and effectuate wise water use and avoid water wastage; and

WHEREAS, the Board of Directors of Mesa Water® (Board) has previously adopted Ordinance No. 26, including the Mesa Water District Water Conservation and Water Supply Emergency Program (Conservation Program) to address water supply shortages and water conservation requirements to address such; and
WHEREAS, Mesa Water® derives the water which it delivers to its customers from local groundwater and supplemental waters imported from outside Mesa Water® boundaries; and
WHEREAS, the quality and quantity of supplemental imported water is under the control of other agencies, and may be subject to conditions beyond the control of those other agencies or Mesa Water District.

WHEREAS, the Board of Directors of Mesa Water District has previously adopted Resolution No. 1466 on November 12, 2015;

WHEREAS, the Board of Directors of Mesa Water District desires to supplement the findings and directives set out in Resolution No. 1466, as set forth herein; and

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MESA WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Under the provisions of Ordinance No. 26, the Board finds and determines that a water shortage or threat of a water shortage exists, such that it is necessary to activate the Water Conservation and Water Supply Emergency Program, based upon the occurrence of the following condition:

(a) A general water supply shortage due to limited supplies and drought conditions.

Section 2. In addition to the directives set out in Section 2 of Resolution No. 1466, the Board directs that the provision of Section 10(h) of the Conservation Program shall become effective immediately upon adoption of this Resolution. Under the provision of 10(h) the Board directs the following: The Water Conservation and Water Supply Emergency Program is activated at Water Supply Shortage Level 1 in its entirety. Such activation shall be effective immediately upon adoption of this Resolution.

Year-Round Designated Watering Day Schedule: Watering or irrigating of lawn, landscape, or other vegetated area is limited to, as referenced in Section 7(b)(1), the following year-round schedule for all properties upon which water is used. The maximum number of irrigation days per week are:

- **February – April**: Tuesday & Saturday
- **May – September**: Tuesday, Thursday, & Saturday
- **October – November**: Tuesday & Saturday
- **December – January**: Saturday

Section 3. This Resolution shall expire at the end of the day on February 29, 2016 unless superseded or modified by action of the Board. In addition to the direction set out in Section 2, the Board directs that the provisions of
Sections 10(d), 10(e), and 10(g) of the Conservation Program shall become effective immediately upon the adoption of this Resolution.

**Section 4.** This Resolution shall remain in place until rescinded, superseded, or modified by action of the Board.

**Section 45.** The Conservation Program is not otherwise amended or revised.

**Section 56.** The General Manager is authorized to take such other and further action(s) as are necessary or desirable to carry out the directives of this Resolution.
ADOPTED, SIGNED, and APPROVED, this 45th-11th day of December-February 2015-2016 by a roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Fisler, Temianka, Dewane
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Shawn Dewane
President, Board of Directors

Coleen L. Monteleone
District Secretary
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Restrictions</strong></td>
<td><strong>Same as Permanent, including…</strong></td>
<td><strong>Same as Permanent &amp; Level 1, including…</strong></td>
<td><strong>Same as Permanent, Level 1 &amp; Level 2, including…</strong></td>
<td>a. Large Landscape Areas – Rain Sensors: must have rain sensors</td>
</tr>
<tr>
<td>a. Limits on Watering Hours: No Watering 8am-5pm, except by hand</td>
<td>b1. Designated Watering Days: Watering limited to maximum of 3 days per week</td>
<td>b1. Designated Watering Days: Watering limited to maximum of 2 days per week</td>
<td>b1. No Watering or Irrigating: with certain exceptions including public parks &amp; watering of shrubs and trees by hand.</td>
<td>b. Recycled Water for Construction Purposes: when available and cost-effective</td>
</tr>
<tr>
<td>b. No excessive water flow or runoff</td>
<td>b2. Obligation to fix leaks: in reasonable time (within 72 hours)</td>
<td>b2. Obligation to fix leaks: in reasonable time (within 48 hours)</td>
<td>b2. Obligation to fix leaks: in reasonable time (within 24 hours)</td>
<td>c. Water Conserving Plumbing Standards – Change in Service: upon establishment of new water service or a new customer of record.</td>
</tr>
<tr>
<td>d. Obligation to fix leaks: in reasonable time (within 7 days of notice)</td>
<td></td>
<td></td>
<td>b4. Swimming Pools &amp; Spas: initial filling &amp; refilling of residential pools is prohibited, and</td>
<td>e. Irrigated Medians: potable water may not be used to irrigate turf on public street medians</td>
</tr>
<tr>
<td>e. Fountains: only with re-circulating water</td>
<td></td>
<td></td>
<td>b5. No new potable water service: exceptions for projects with valid building permits, those that currently have a service, and projects necessary for public health, safety, and welfare.</td>
<td>f. Irrigated Parkways: potable water may not be used to irrigate turf on public street parkways.</td>
</tr>
<tr>
<td>f. Limits on Washing Vehicles: Wash vehicles only with bucket or shut-off nozzle</td>
<td></td>
<td></td>
<td></td>
<td>g. Drinking Water Served Upon Request Only: restaurants shall only serve water on request.</td>
</tr>
<tr>
<td>g. Restaurants: encouraged to only serve water on request</td>
<td></td>
<td></td>
<td></td>
<td>h. Other Measures: Other measures as may be required by the State or the Board.</td>
</tr>
<tr>
<td>h. Hotels: must provide guests option to not launder linen daily</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. No installation of single-pass cooling systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>j. No installation of non-re-circulating car wash systems</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>k. Restaurants must use conserving nozzles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>l. Commercial Car Wash Systems use Re-Circulating water.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>m. Recycled Water Use Required: if available and cost-effective</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>n. Recycled Water – New Service: required, if available and cost-effective</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Penalties**
- 1st Violation: Warning
- 2nd Violation: Warning
- 3rd Violation: $100 Fee
- 4th & Subsequent Violation: $200 Fee
- Possibility of Discontinuing Service, for willful violations.

The purpose of this table is to summarize the Water Conservation Program, and should not be considered to be comprehensive.
Extended Water Conservation Regulation

Submitting Information to Adjust a Supplier’s Conservation Standard

With California still experiencing severe drought despite recent rains, on February 2, 2016 the State Water Resources Control Board (State Water Board) adopted a revised emergency regulation to ensure that urban water conservation continues in 2016. The February 2016 Emergency Regulation essentially extends the existing May 2015 Emergency Regulation through October 2016 and maintains many of the same requirements. However, the February 2016 Emergency Regulation also provides suppliers with more flexibility in meeting their conservation requirements through adjustments and credits that allow a supplier to modify its conservation standard up to eight percentage points.

1. **Climate Adjustment**: considers the climatic differences experienced throughout the state;
2. **Growth Adjustment**: considers water-efficient growth experienced by urban areas; and
3. **New, Local, Drought-Resilient Supply Credit**: considers significant investments that have been made by some suppliers toward creating new, local, drought-resilient sources of potable water supply.

This fact sheet provides information to urban water suppliers on how to receive a conservation standard adjustment, and the data required for the adjustments and credit.

**How to Receive a Conservation Standard Adjustment**

Conservation standards may be adjusted by submitting required information for verification through the new on-line reporting tool at the DRINC Portal. The tool will be available beginning the week of February 8, 2016 and will remain open through March 15, 2016. Suppliers may submit information supporting any or all of the available credits and adjustments, though adjustments and credits may be rejected where the information submitted does not support them. The maximum reduction to a supplier’s conservation standard through the combined climate, growth, and new, local, drought-resilient water supply adjustments and credits is capped at an eight percentage point reduction from any one supplier’s otherwise-applicable conservation standard, with no suppliers dropping below an eight percent conservation standard. **Information supporting adjustments to conservation standards must be received on or before March 15, 2016.**

The adjustments described below will be applied to a supplier’s conservation standard beginning March 2016 if the supplier has provided State Water Board staff all the necessary data by February 22, 2016. Submissions for adjustments and credit received by March 15, 2016 will be applied to a supplier’s March 2016 conservation standard in April.
Information submitted after March 15, 2016 will not be reviewed. All information supporting conservation standard adjustments is subject to State Water Board review and conservation standard adjustments may be rejected if the information does not support the adjustment or credit as identified in the emergency regulation. Final conservation standards for the February 2016 Emergency Regulation compliance period will be posted on the Emergency Water Conservation website in April 2016.

Overview of Conservation Standards
The conservation standards continue to be based on increasing levels of residential gallons per capita per day (R-GPCD) water use. This approach considers the relative per capita water usage of each suppliers' service area and requires that those areas with higher per capita use achieve proportionally greater reductions than those with low use, while lessening the disparities in reduction requirements between agencies that have similar levels of water consumption. Suppliers have been assigned a revised conservation standard that ranges between eight percent and 36 percent based on their R-GPCD for the months of July - September, 2014. These three months reflect the amount of water used for summer outdoor irrigation, which provides the greatest opportunity for conservation savings. The revised emergency regulation continues the reserved four percent conservation tier for those suppliers meeting specific criteria relating to not experiencing drought conditions.

Conservation Standard Adjustments

1. Climate Adjustment
The climate adjustment accounts for the climatic differences experienced throughout the state. The adjustment may reduce the conservation standard of those suppliers located in the warmer regions of the State by up to four percentage points. The adjustment is calculated as the percent deviation of the supplier’s average service area evapotranspiration (ETo) for the months of July - September from the statewide average for the same months. The State Water Board calculated the statewide average ETo as 6.34 inches, which is the arithmetic mean of all suppliers’ service area ETo for those months. The climate adjustment ranges from a two to four percentage point decrease in an urban water supplier’s conservation standard as follows:

<table>
<thead>
<tr>
<th>% Deviation of Supplier's Service Area ETo from the Statewide Average ETo</th>
<th>Percentage Point Reduction in Conservation Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;20%</td>
<td>4%</td>
</tr>
<tr>
<td>10 to 20%</td>
<td>3%</td>
</tr>
<tr>
<td>5 to &lt;10%</td>
<td>2%</td>
</tr>
</tbody>
</table>

The State Water Board has calculated default climate adjustments for all urban water suppliers, which are available on this draft list. The default climate adjustments use the average service area average July - September ETo, as determined by the California Irrigation Management Information System (CIMIS) Mapped ETo Zone for which the supplier’s service area has the greatest overlap. If a supplier chooses to use the default climate adjustment, no further action is needed.
A supplier may choose to apply for an in-lieu climate adjustment. This means that in lieu of using the State Water Board-determined service area average July - September ETo, each supplier has the option to refine its service area ETo by using data from qualifying CIMIS stations located within its service area. If no CIMIS station exists within the supplier’s service area, a weather station of comparable accuracy, meeting the period of record requirements noted below, may be used. CIMIS data are available [here](#).

**What to Submit:** To qualify for the in-lieu climate adjustment, the supplier needs to submit:

a. Calculated monthly average ETo values:
   i. Service Area Average ETo July;
   ii. Service Area Average ETo August;
   iii. Service Area Average ETo September;

b. Supporting documentation for each station that includes:
   i. Station ID number;
   ii. Station location (coordinates);
   iii. Monthly evapotranspiration, in inches per month, for July, August, and September for each year used for either the five-year period of record or the three-year continuous period of record;
   iv. If the station is not CIMIS, provide evidence that the alternative weather station is of comparable accuracy to CIMIS.

Supporting documentation must be provided to qualify for the in-lieu climate adjustment. Supporting documentation provided by February 22, 2016 may be used to modify a water supplier’s conservation standard for March 2016. However, State Water Board staff may delay the adjustment to April 2016 if the documentation provided is incomplete or subject to further review. The State Water Board will use data reported by the supplier to calculate the adjustment. The table below provides an example of the in-lieu climate adjustment calculation.

<table>
<thead>
<tr>
<th>Example Calculation of In-Lieu Climate Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Original Conservation Standard</strong></td>
</tr>
<tr>
<td><strong>Supplier Reports:</strong></td>
</tr>
<tr>
<td>Service Area Average ETo July</td>
</tr>
<tr>
<td>Service Area Average ETo Aug.</td>
</tr>
<tr>
<td>Service Area Average ETo Sept.</td>
</tr>
<tr>
<td><strong>State Water Board Provided Value:</strong></td>
</tr>
<tr>
<td>Statewide Average ETo July-Sept.</td>
</tr>
<tr>
<td><strong>Calculated by State Water Board:</strong></td>
</tr>
<tr>
<td>Service Area Average ETo July-Sept.</td>
</tr>
<tr>
<td>= (9.92 + 8.68 + 6.6) / 3</td>
</tr>
<tr>
<td>Service Area % Deviation from Average ETo</td>
</tr>
<tr>
<td>= (8.4 - 6.34) / 6.34</td>
</tr>
<tr>
<td>Climate Adjustment</td>
</tr>
<tr>
<td><strong>Adjusted Conservation Standard</strong></td>
</tr>
</tbody>
</table>
2. Growth Adjustment

The growth adjustment accounts for water efficient growth experienced in a supplier’s service area since 2013. The adjustment is calculated as the product of the supplier’s conservation standard and the supplier’s percent change in potable water production due to growth since 2013, rounded to the nearest whole percentage point. The total volume of water attributed to growth since 2013 is calculated as the sum of the number of new permanent residents added since 2013 multiplied by the average residential water use per person during February - October 2015 multiplied by 270 days (the duration of the emergency regulation); and the sum of the number of new commercial, industrial and institutional (CII) connections added since 2013 multiplied by the average CII water use per connection during February - October 2015.

What to submit: To qualify for the growth adjustment a supplier needs to submit:

a. Number of new permanent residents added since January 1, 2013;
b. Number of new CII connections added since January 1, 2013;
c. Average CII water use per CII connection February - October 2015.

Supporting documentation must be made available upon request and may be uploaded to the DRINC Portal. The State Water Board will use data reported by the supplier to calculate the adjustment. As with the climate adjustment, satisfactory data supplied by February 22, 2016 for State Water Board staff review will be used to adjust a supplier’s conservation standard for March 2016. Incomplete information or information submitted after February 22, 2016 will be used to adjust a supplier’s conservation standard beginning in April 2016. The table below provides an example of the growth adjustment calculation.

<table>
<thead>
<tr>
<th>Example Calculation of Growth Adjustment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Conservation Standard</td>
<td>36 %</td>
</tr>
<tr>
<td>Supplier Reports:</td>
<td></td>
</tr>
<tr>
<td>Number of New Permanent Residents Added</td>
<td>6,000 people</td>
</tr>
<tr>
<td>Jan. 1, 2013</td>
<td></td>
</tr>
<tr>
<td>Number of New CII Connections Added</td>
<td>700 connections</td>
</tr>
<tr>
<td>since Jan. 1, 2013</td>
<td></td>
</tr>
<tr>
<td>Average CII Water Use per CII Connection</td>
<td>900,000 gallons/connection</td>
</tr>
<tr>
<td>Feb. - Oct. 2015</td>
<td></td>
</tr>
<tr>
<td>Residential Gallons per Capita per Day (R-GPCD)</td>
<td>100 gallons/people-day</td>
</tr>
<tr>
<td>Feb. - Oct. 2015</td>
<td></td>
</tr>
<tr>
<td>Baseline Total Water Production Feb. - Oct. 2013</td>
<td>16,000,000,000 gallons</td>
</tr>
<tr>
<td>Calculated by State Water Board:</td>
<td></td>
</tr>
<tr>
<td>Volume of Water Attributed to New Permanent Residents</td>
<td>162,000,000 gallons</td>
</tr>
<tr>
<td>= [6,000 people] * [100 gallons/people-day] * [270 days]</td>
<td></td>
</tr>
<tr>
<td>Volume of Water Attributed to New CII Connections</td>
<td>630,000,000 gallons</td>
</tr>
<tr>
<td>= [700 connections] * [900,000 gallons/connection]</td>
<td></td>
</tr>
<tr>
<td>Total Volume of Water Attributed to Growth since 2013</td>
<td>792,000,000 gallons</td>
</tr>
<tr>
<td>= [162,000,000 gallons] + [630,000,000 gallons]</td>
<td></td>
</tr>
<tr>
<td>Percent Change in Potable Water Production Due to Growth since 2013</td>
<td>0.05 or 5 %</td>
</tr>
<tr>
<td>= [792,000,000 gallons] / [16,000,000,000 gallons]</td>
<td></td>
</tr>
<tr>
<td>Adjusted Conservation Standard</td>
<td>34 %</td>
</tr>
<tr>
<td>= 36% * [1 - 0.05]</td>
<td></td>
</tr>
</tbody>
</table>
3. **New, Local, Drought-Resilient Supply Credit**

Any supplier that obtains at least one percent of its total potable water production from a qualifying new local, drought-resilient water supply, including those suppliers that contract for, or otherwise financially invest in, water from a new local, drought-resilient source of supply, developed after 2013, is eligible for a reduction to its conservation standard. The adjustment is calculated as a one percentage point reduction to an urban water supplier’s conservation standard, up to an eight percentage point maximum reduction, for each percent of the urban water supplier’s total potable water production that comes from a qualifying new local, drought-resilient water supply. The supplier must demonstrate that the use of that supply does not reduce the water available to another legal user of water or the environment. One example is indirect potable reuse of wastewater in coastal regions where the water would not have otherwise been discharged into a water body that others use as a source of supply.

Where a supplier financially invests in a shared new, local, drought-resilient source of supply but does not actually receive water from that source--instead freeing that water up for another supplier to use--the agency that does not actually receive the water may also be eligible for this credit. In no case will the total amount of credits exceed what would have been available had all suppliers received credit only for water actually received.

**What to submit:** To qualify for the drought-resilient source credit a supplier shall:

a. Report the total annual potable water production from a local, drought-resilient source of supply (developed after January 1, 2013), in gallons;

b. Submit a certification (a short-form that is signed by the supplier’s general manager or equivalent) with supporting documents that verifies the following:
   i. A description of the local, drought-resilient source of supply, e.g., how water is produced, the owner of the facility. If the supplier is not receiving water directly from the facility, but is applying based on being an investor, provide evidence of the amount and portion of the investment being made by the supplier, relative to the whole project.
   ii. Total amount of water supplied in gallons. This amount must be pro-rated as a percent of the total production of the source/facility if there is more than one supplier using the same source/facility. The pro-rated portions of all suppliers claiming adjustments for a single source/facility may not add up to more than 100 percent.
   iii. The date the water supply started providing water to suppliers and became an operational facility.
   iv. Evidence that the use of that supply does not reduce the water available to another legal user of water or the environment

Supporting documentation must be provided by March 15, 2016 to qualify for the new, local, drought resilient water supply credit. (This credit will apply to a supplier’s March 2016 conservation standards). The State Water Board will use data and supporting documentation reported by the supplier to calculate the adjustment. The table below provides an example of the in-lieu climate adjustment calculation.
Example Calculation of New, Local, Drought-Resilient Water Supply Credit

<table>
<thead>
<tr>
<th>Original Conservation Standard</th>
<th>36 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Reports:</td>
<td></td>
</tr>
<tr>
<td>Total Annual Potable Water Production from a Drought Resilient-Source of Supply (Developed after Jan. 1, 2013)</td>
<td>1,120,000,000 gallons</td>
</tr>
<tr>
<td>Pulled from Jan. - Dec. 2015 Reports, as Submitted by Jan. 15, 2016 (by State Water Board):</td>
<td></td>
</tr>
<tr>
<td>Baseline Total Water Production Jan. - Dec. 2013</td>
<td>16,000,000,000 gallons</td>
</tr>
<tr>
<td>Calculated by State Water Board:</td>
<td></td>
</tr>
<tr>
<td>% Total Potable Water Production from a Drought-Resilient Source of Supply</td>
<td>0.07 or 7 %</td>
</tr>
<tr>
<td>[ = \frac{[1,120,000,000 \text{ gallons}]}{[16,000,000,000 \text{ gallons}]} ]</td>
<td></td>
</tr>
<tr>
<td>Adjusted Conservation Standard</td>
<td>29 %</td>
</tr>
<tr>
<td>= 36% - 7%</td>
<td></td>
</tr>
</tbody>
</table>

For more information on the February 2016 Emergency Regulation, please visit the [Emergency Water Conservation](http://example.com) website.

(This fact sheet was last updated on February 9, 2016)
REPORTS AND INFORMATION ITEMS:

19. REPORT OF THE GENERAL MANAGER:
   - January Key Indicators Report
   - Other (no enclosure)
Goal #1: Provide a safe, abundant, and reliable water supply

FY16 Potable Production (Acre Feet)

<table>
<thead>
<tr>
<th>Water Supply Source</th>
<th>FY2016 YTD Actual (AF)</th>
<th>FY2016 YTD Budget (AF)</th>
<th>FY2016 Annual Budget (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Water</td>
<td>6,512</td>
<td>6,747</td>
<td>11,982</td>
</tr>
<tr>
<td>Amber Water (MWRF)</td>
<td>2,262</td>
<td>1,857</td>
<td>3,378</td>
</tr>
<tr>
<td>Import</td>
<td>22</td>
<td>250</td>
<td>1,000</td>
</tr>
<tr>
<td>CPTP</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Production</strong></td>
<td><strong>8,796</strong></td>
<td><strong>8,854</strong></td>
<td><strong>16,360</strong></td>
</tr>
</tbody>
</table>

YTD actual water production (AF) through January 31, 2016

0

0

Water Production by Source - 12 Month Trailing Percent of Acre Feet Produced
### Goal #1: Provide a safe, abundant, and reliable water supply

*FY16 System Water Quality – This data reflects samples taken in December*

#### Distribution System:

<table>
<thead>
<tr>
<th>Metric</th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>1.98</td>
<td>0.65 – 2.84</td>
<td>4 RAA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Current RAA = 2.00</td>
<td></td>
</tr>
<tr>
<td>Coliform Positive %</td>
<td>0</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>69.5</td>
<td>62 – 76</td>
<td>None</td>
</tr>
</tbody>
</table>

#### Reservoir I & II:

<table>
<thead>
<tr>
<th>Metric</th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>1.36</td>
<td>0.35 – 2.37</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>1.32</td>
<td>0.32 – 2.28</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.31</td>
<td>0.1 – 0.56</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>64.4</td>
<td>65 – 74</td>
<td>None</td>
</tr>
</tbody>
</table>

#### Wells (Treated):

<table>
<thead>
<tr>
<th>Metric</th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>2.60</td>
<td>2.04 – 2.88</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>2.50</td>
<td>1.8 – 2.84</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.57</td>
<td>0.32 – 0.68</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>65.6</td>
<td>66 – 76</td>
<td>None</td>
</tr>
</tbody>
</table>

#### MWRF:

<table>
<thead>
<tr>
<th>Metric</th>
<th>Average</th>
<th>Range</th>
<th>MCL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chlorine Residual (mg/L)</td>
<td>2.2</td>
<td>2.11 – 2.29</td>
<td>None</td>
</tr>
<tr>
<td>Monochloramine (mg/L)</td>
<td>2.06</td>
<td>2.02 – 2.1</td>
<td>None</td>
</tr>
<tr>
<td>Ammonia (mg/L)</td>
<td>0.47</td>
<td>0.36 – 0.57</td>
<td>None</td>
</tr>
<tr>
<td>Temperature (°F)</td>
<td>73.5</td>
<td>73 – 74</td>
<td>None</td>
</tr>
<tr>
<td>Color (CU) Compliance</td>
<td>ND</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Odor (TON) Compliance</td>
<td>2</td>
<td>2</td>
<td>3</td>
</tr>
</tbody>
</table>

#### Water Quality Calls/Investigations:

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Calls</td>
<td>8</td>
</tr>
<tr>
<td>Total Investigations (from calls)</td>
<td>5</td>
</tr>
</tbody>
</table>
Goal #2: Practice perpetual infrastructure renewal and improvement

Revenues of Potable Water (in thousands)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Jul</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Aug</td>
<td>$1,500</td>
<td>$2,000</td>
<td>$1,500</td>
<td>$2,000</td>
</tr>
<tr>
<td>Sep</td>
<td>$2,000</td>
<td>$2,500</td>
<td>$2,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Oct</td>
<td>$2,500</td>
<td>$3,000</td>
<td>$2,500</td>
<td>$3,000</td>
</tr>
<tr>
<td>Nov</td>
<td>$2,000</td>
<td>$2,500</td>
<td>$2,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Dec</td>
<td>$1,500</td>
<td>$2,000</td>
<td>$1,500</td>
<td>$2,000</td>
</tr>
<tr>
<td>Jan</td>
<td>$1,000</td>
<td>$1,500</td>
<td>$1,000</td>
<td>$1,500</td>
</tr>
<tr>
<td>Feb</td>
<td>$500</td>
<td>$1,000</td>
<td>$500</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

Favorable (Unfavorable)

<table>
<thead>
<tr>
<th>Actual</th>
<th>Budget</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total YTD $</td>
<td>12,323</td>
<td>12,405</td>
<td>(82) 0.7%</td>
</tr>
</tbody>
</table>
Goal #3: Be financially responsible and transparent
Goal #4: Increase public awareness about Mesa Water® and about water

Web Site Information

<table>
<thead>
<tr>
<th>Web Site Information</th>
<th>December 2015</th>
<th>January 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visits to the web site</td>
<td>6,552</td>
<td>7,683</td>
</tr>
<tr>
<td>Unique visitors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(First time to the site)</td>
<td>3,813</td>
<td>4,654</td>
</tr>
<tr>
<td>Average per day</td>
<td>211</td>
<td>248</td>
</tr>
<tr>
<td>Average visit length</td>
<td>2 minutes, 22 seconds</td>
<td>2 minutes, 21 seconds</td>
</tr>
<tr>
<td>Page visited most</td>
<td>Mesa Water Saver</td>
<td>Mesa Water Saver</td>
</tr>
<tr>
<td>Second most visited page</td>
<td>Water Conservation Ordinance</td>
<td>Payment Options</td>
</tr>
<tr>
<td>Third most visited page</td>
<td>Contact</td>
<td>Water Conservation Ordinance</td>
</tr>
<tr>
<td>Fourth most visited page</td>
<td>Payment Options</td>
<td>Re却s</td>
</tr>
<tr>
<td>Fifth most visited page</td>
<td>Rates &amp; Fees</td>
<td>Rates &amp; Fees</td>
</tr>
<tr>
<td>Most downloaded file</td>
<td>Suggested Irrigation Schedule</td>
<td>job-class-and-salary-ranges-2016.pdf</td>
</tr>
<tr>
<td>Second most downloaded file</td>
<td>Shaded Division Map</td>
<td>Shaded Division Map</td>
</tr>
<tr>
<td>Most active day of the week</td>
<td>Monday</td>
<td>Tuesday</td>
</tr>
<tr>
<td>Least active day of the week</td>
<td>Saturday</td>
<td>Sunday</td>
</tr>
</tbody>
</table>

Total visits since June 1, 2002 1,084,705

Water Vending Machine Information

<table>
<thead>
<tr>
<th>Vending Machine Location</th>
<th>Vend Measurement</th>
<th>January 2016 Vends</th>
<th>Totals Vends</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mesa Water Office</td>
<td>1 gal</td>
<td>2,202</td>
<td>201,562</td>
</tr>
</tbody>
</table>
## Goal #5: Attract and retain skilled employees

<table>
<thead>
<tr>
<th>DEPARTMENT:</th>
<th>FY 2016</th>
<th>COMMENTS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>OFFICE OF THE GENERAL MANAGER:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Processes</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>ADMINISTRATIVE SERVICES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Services</td>
<td>4.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Human Resources</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>6.75</td>
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</tr>
<tr>
<td></td>
<td>6.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>CUSTOMER SERVICES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conservation</td>
<td>1.00</td>
<td>Information Technology Coordinator - vacant/using temporary assistance</td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td>8.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Information Technology</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>11.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>ENGINEERING:</td>
<td></td>
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</tr>
<tr>
<td>Engineering</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>FINANCIAL SERVICES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Financial Reporting/ Cash Management/</td>
<td></td>
<td>Controller - vacant using temporary assistance</td>
</tr>
<tr>
<td>Purchasing/ Risk Management</td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>3.00</td>
<td>Senior Financial Analyst - vacant using temporary assistance</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.00</td>
<td>Senior Accounting Technician - vacant using temporary assistance</td>
</tr>
<tr>
<td>Subtotal</td>
<td>7.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td>PUBLIC AND GOVERNMENT AFFAIRS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outreach, Education &amp; Communications</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>WATER OPERATIONS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervision/Support</td>
<td>5.00</td>
<td>Water Systems Operator - vacant/position under review</td>
</tr>
<tr>
<td></td>
<td>5.00</td>
<td>Water Maintenance Worker I/II - recruitment in process</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>Senior Water Systems Operator - candidate to start 2/11</td>
</tr>
<tr>
<td>Distribution</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Production</td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td>Water Quality</td>
<td>2.00</td>
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</tr>
<tr>
<td></td>
<td>2.00</td>
<td></td>
</tr>
<tr>
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</tr>
<tr>
<td>Subtotal</td>
<td>21.00</td>
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</tr>
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<td></td>
<td>18.00</td>
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</tr>
<tr>
<td></td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL BUDGETED POSITIONS:</td>
<td>54.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>46.75</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL:</td>
<td>56.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>48.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td>8.00</td>
<td></td>
</tr>
</tbody>
</table>

INTERN: (0.5 FTE = 1 Intern)                | 1.50    |                                                |
|                                             | 1.50    |                                                |
|                                             | 0.00    |                                                |
| Subtotal                                    | 1.50    |                                                |
|                                             | 1.50    |                                                |
|                                             | 0.00    |                                                |

TOTAL:                                      | 56.25   |                                                |
|                                             | 48.25   |                                                |
|                                             | 8.00    |                                                |
## Goal #6: Provide outstanding customer service

### Customer Calls

<table>
<thead>
<tr>
<th>Call Type</th>
<th>FY16 YTD</th>
<th>January 2016</th>
<th>YTD Weekly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Billing Question</td>
<td>1626</td>
<td>282</td>
<td>54</td>
</tr>
<tr>
<td>Service Requests</td>
<td>1606</td>
<td>221</td>
<td>54</td>
</tr>
<tr>
<td>High Bill</td>
<td>687</td>
<td>63</td>
<td>23</td>
</tr>
<tr>
<td>Payments</td>
<td>1719</td>
<td>354</td>
<td>57</td>
</tr>
<tr>
<td>Late Fee</td>
<td>889</td>
<td>136</td>
<td>30</td>
</tr>
<tr>
<td>Account Maintenance</td>
<td>340</td>
<td>96</td>
<td>11</td>
</tr>
<tr>
<td>On-Line Bill Pay</td>
<td>808</td>
<td>95</td>
<td>27</td>
</tr>
<tr>
<td>Water Pressure</td>
<td>24</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>No Water</td>
<td>204</td>
<td>35</td>
<td>7</td>
</tr>
<tr>
<td>Conservation</td>
<td>3519</td>
<td>834</td>
<td>117</td>
</tr>
<tr>
<td>Water Waste</td>
<td>512</td>
<td>65</td>
<td>17</td>
</tr>
<tr>
<td>Other (District info. other utility info. etc.)</td>
<td>2573</td>
<td>525</td>
<td>86</td>
</tr>
<tr>
<td>Rate Increase</td>
<td>16</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Fluoridation</td>
<td>15</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td><strong>TOTAL CUSTOMER CALLS</strong></td>
<td>14538</td>
<td>2714</td>
<td>485</td>
</tr>
<tr>
<td><strong>AVERAGE ANSWER TIME (Seconds)</strong></td>
<td>8</td>
<td>8</td>
<td>8</td>
</tr>
</tbody>
</table>

### Online Bill Pay Customers

<table>
<thead>
<tr>
<th>Current Customers Enrolled</th>
<th>FY 2016 YTD</th>
<th>January 2016</th>
<th>YTD Weekly Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>10296</td>
<td>1053</td>
<td>165</td>
<td>35</td>
</tr>
</tbody>
</table>
REPORTS AND INFORMATION ITEMS:

20. DIRECTORS' REPORTS AND COMMENTS:
DIRECTORS’ REPORTS (AB 1234) PER CA GOVERNMENT CODE
SECTION 53232.3 (d)
In accordance with CA Government Code 53232.3 (d), the following report identifies the
meetings for which Mesa Water Directors received expense reimbursement.

<table>
<thead>
<tr>
<th>James F. Atkinson</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>01/26/16</td>
<td>OCWD Board Meeting, 11/18</td>
</tr>
<tr>
<td>01/26/16</td>
<td>WACO Meeting, 12/11</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fred R. Bockmiller, Jr., P.E.</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>01/26/16</td>
<td>Mesa Water® Employee Event, 12/8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shawn Dewane</th>
<th>Meetings Attended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>01/26/16</td>
<td>Mesa Water® Employee Event, 12/8</td>
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<tr>
<td>01/26/16</td>
<td>CalDesal Meeting, 12/9</td>
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<tr>
<td>01/26/16</td>
<td>Carlsbad Desalination Dedication Event, 12/14</td>
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<tr>
<td>01/26/16</td>
<td>ACWA Fall Conference, 12/1-12/3/15</td>
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<table>
<thead>
<tr>
<th>James Fisler</th>
<th>Meetings Attended</th>
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<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>01/26/16</td>
<td>OCWD Board Meeting, 11/18</td>
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<tr>
<td>01/26/16</td>
<td>ISDOC Executive Committee Meeting, 12/8</td>
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<tr>
<td>01/26/16</td>
<td>City/Districts Liaison Committee Meeting, 12/11</td>
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<table>
<thead>
<tr>
<th>Ethan Temianka</th>
<th>Meetings Attended</th>
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<tbody>
<tr>
<td>Reimbursement Date:</td>
<td>Description, Date</td>
</tr>
<tr>
<td>01/04/16</td>
<td>Meeting with General Manager, 9/5</td>
</tr>
<tr>
<td>01/04/16</td>
<td>Meeting with EOCWD General Manager, 9/17</td>
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There are no support materials for this item.