CALL TO ORDER

PLEDGE OF ALLEGIANCE

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.

PRESENTATION AND DISCUSSION ITEMS:
*Items recommended for approval at this meeting may be agendized for approval at a future Board meeting.*

1. Pipeline Integrity Testing Program Update
2. Well Automation and Rehabilitation Construction Bid Award
3. Resolution No. XXXX, Amending Mesa Water's Rules and Regulations for Water Service

ACTION ITEMS:
4. MWRF Outreach Center and Building Improvements
5. Proclamation Honoring Frank Scheafer
6. CLOSED SESSION:
   **CONFERENCE WITH REAL PROPERTY NEGOTIATORS:**
   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.

   RETURN TO OPEN SESSION.

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.

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.

ADJOURNMENT
MEMORANDUM

TO: Engineering and Operations Committee  
FROM: Phil Lauri, P.E., Assistant General Manager  
DATE: January 19, 2016

SUBJECT: Pipeline Integrity Testing Program Update

RECOMMENDATION

1. Recommend that the Board of Directors award a contract in the amount of $239,690 to Paulus Engineering, Inc. (Paulus) to remove 13 pipeline segments for destructive testing.
2. Recommend that the Board of Directors award a contract in the amount of $95,950 to MEIC Labs for Destructive Testing of 14 pipeline segments.

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.

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:
ACP Tests:  |  Ferrous Pipe Tests:
---|---
• Scanning Electron Microscopy  | • Metallographic examination  | • Tensile testing
• Phenolphthalein Stain Testing  | • Chemical composition  | • Hardness testing
• Crush Testing  | • Ultrasonic  | • Pressure Testing
• Hydrostatic Burst Testing  | • Dye Penetration  |  

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>
<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>
</tr>
</tbody>
</table>

Next Steps
The following is a schedule to complete the Pipeline Testing Program:
• Pipeline Removal: March 2016
• Destructive Testing: April 2016
• Non-Destructive Testing Plan for FY2017 (Task 6): 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>
<thead>
<tr>
<th>Project</th>
<th>Estimate Amounts</th>
<th>Cost Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Project Estimate (FY 2015)</td>
<td>$ 584,500</td>
<td></td>
</tr>
<tr>
<td>Original Contracts</td>
<td>$ 432,302</td>
<td></td>
</tr>
<tr>
<td>Change orders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requested funding</td>
<td>335,640</td>
<td></td>
</tr>
<tr>
<td>Revised Contracts</td>
<td>$ 767,942</td>
<td></td>
</tr>
<tr>
<td>Actual spent to date</td>
<td>$ 208,999</td>
<td></td>
</tr>
<tr>
<td>Revised Project Estimate</td>
<td>$ 767,942</td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS

None.
MEMORANDUM

TO: Engineering and Operations Committee
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 19, 2016
SUBJECT: Well Automation and Rehabilitation Construction Bid Award

RECOMMENDATION

Recommend that the Board of Directors 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.

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 1. Bid Results

<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.
MEMORANDUM

TO: Engineering and Operations Committee
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 19, 2016
SUBJECT: Resolution No. XXXX, Amending Mesa Water’s Rules and Regulations for Water Service

RECOMMENDATION

Recommend that the Board adopt Resolution No. XXXX, amending Mesa Water’s Rules and Regulations for Water Service superseding Resolution No. 1452.

STRATEGIC PLAN

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

PRIOR BOARD ACTION/DISCUSSION

Adoption of Resolution No. XXXX amending Mesa Water’s Rules and Regulations for Water Service was adopted in October 2014 (Resolution No. 1452) superseding Resolution No. 1294 from October 2003.

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.

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. XXXX

RESOLUTION OF THE
MESAA 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. XXXX

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 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.


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 there upon, 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 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 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®;
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.

4.1.4.4 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.

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
6.5.1 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
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 Recyled 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 confirmation 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. 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

**Mesa Water District**

1965 Placentia Avenue, Costa Mesa, CA 92627 949-631-1291

---

**PAYMENT VOUCHER**

**DATE:** ________________ **JOB LOCATION:** __________________

**MC FILE NO.:** __________________ **APPLICANT:** __________________

**PAID BY:** __________________ **CHECK:** __________ **CASH:** __________

**AFFILIATION:** __________________ **PHONE:** __________________

**ADDRESS:** __________________ **ZIP CODE:** __________________

---

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**CONSTRUCTION INSPECTION**

| 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](http://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
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 _______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.

Rev. 6/24/13
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

Date: ____________________________

Print Name ____________________________

PROPERTY OWNER

Date: ____________________________

Print Name ____________________________

MESA WATER DISTRICT

By: ____________________________

Mesa Water District Engineer

Date: ____________________________
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
RESOLUTION NO. 1452XXXX

RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING 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
President, Board of Directors

__________________________
Coleen L. Monteleone
District Secretary

Resolution No. 1452XXXX
Page 1 of 1
Adopted: October 9, 2014February 11, 2016
RESOLUTION NO. 1452XXXX

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...
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 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 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®;
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
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.

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 sewer line.
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
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 contract 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 ___________________________

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

<table>
<thead>
<tr>
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<td>$</td>
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<td>SIZE: 3/4&quot;</td>
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<td>$</td>
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<td></td>
<td>SIZE: 1 1/2&quot;</td>
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<td>ADDITIONAL PLAN REVIEWS (4TH OR MORE)</td>
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<td>CONSTRUCTION PERFORMANCE BOND</td>
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<td>CAPACITY CHARGES</td>
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<td>OTHER (PLEASE SPECIFY)</td>
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<td>CONSTRUCTION INSPECTION</td>
<td>DEPOSIT</td>
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<td>CONSTRUCTION INSPECTION TOTAL</td>
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</table>

(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
MESAN 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.

Rev. 6/24/13
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.

Application 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

Date: ____________________________

Print Name

PROPERTY OWNER

Date: ____________________________

Print Name

MESA WATER DISTRICT

By: ____________________________

Mesa Water District Engineer

Date: ____________________________
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: Engineering and Operations Committee  
FROM: Phil Lauri, P.E., Assistant General Manager  
DATE: January 19, 2016  
SUBJECT: MWRF Outreach Center and Building Improvements

RECOMMENDATION

Recommend that the Board 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 3 conceptual designs for the existing Boardroom as well as reduced versions of Concepts 1 & 2 for the MWRF Outreach Center.

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.

<table>
<thead>
<tr>
<th>MWRF Outreach Center Preliminary Design</th>
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<tr>
<td>Project Cost Amounts</td>
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Initial Project Estimate (FY 2016)
Original Contracts $184,699
Change Orders 43,632
Requested Funding
Requested Contracts

Actual spent to date (1/7/16)
$101,353

ATTACHMENTS

None.
MEMORANDUM

TO: Board of Directors
FROM: Coleen L. Monteleone, Assistant General Manager
DATE: January 19, 2016
SUBJECT: Proclamation Honoring Frank Scheafer

RECOMMENDATION

Approve a proclamation honoring Frank Scheafer for his service to Mesa Water District.

STRATEGIC PLAN

Goal #5: Attract and retain skilled employees.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

Frank Scheafer began his career at Mesa Water District on February 11, 1986 as a Meter Reader and worked his way up through the organization holding job titles including, Water Maintenance Worker, Water Maintenance Worker II, and Water Maintenance Crewleader.

As a Water Maintenance Worker, Frank was involved in operating, maintaining, installing, and repairing the District's water distribution infrastructure to ensure an uninterrupted supply of quality potable water to the customers of Mesa Water District.

Frank’s achievements throughout his career include obtaining the State Water Resources Control Board (formerly the California Department of Public Health) Grade 3 Distribution System Operator and completing the ACWA/JPIA Professional Development Program (Operations Specialty).

Frank also served as a Safety Ambassador for many years.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Draft Proclamation
Proclamation

A Day of Celebration to Honor Frank Scheafer

Whereas, Frank Scheafer began his career at Mesa Water District (Mesa Water®) on February 11, 1986 as a Meter Reader and worked his way up through the organization holding job titles including, Water Maintenance Worker, Water Maintenance Worker II, and Water Maintenance Crewleader; and

Whereas, as a Water Maintenance Worker, Frank was involved in operating, maintaining, installing, and repairing the District’s water distribution infrastructure to ensure an uninterrupted supply of quality potable water to the customers of Mesa Water District; and

Whereas, Frank’s achievements throughout his career include obtaining the State Water Resources Control Board (formerly the California Department of Public Health) Grade 3 Distribution System Operator and completing the ACWA/JPIA Professional Development Program (Operations Specialty); and

Whereas, Frank served as a Safety Ambassador for many years.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Mesa Water District hereby recognizes and honors you for your more than 29 years of dedicated and committed service to Mesa Water® and wishes you the best as you begin your retirement.

March 1, 2016

Shawn Dewane, President

Ethel Tanimoto, Vice President

Jim Atherton, Director

Fred R. Bockmiller Jr., P.E., Director

James R. Fuller, Chairman
ACTION ITEMS:

6. CLOSED SESSION:

CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
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.
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<th>FILE NO.</th>
<th>PROJECT ADDRESS</th>
<th>PROJECT DESCRIPTION</th>
<th>PROJECT NOTES/STATUS</th>
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<td>2600 Harbor Blvd.</td>
<td>Orange Coast Cadillac</td>
<td>Plans received on 3/12/14. Initial comments sent to Engineer via email 3/27/14 and official plan check with check prints completed 4/24/14. Revised plans received from Engineer 4/27/14. Revised plans did not address comments. Comments sent back to Engineer 4/29/14. Revised plans received 5/9/14. Notified Engineer that plans need to include fireline improvements in addition to meter and service relocations. Engineer stated that the fireline improvements were still under design and a re-submittal would not be immediate. Awaiting revised plans containing fire line improvements. Checked status with Engineer on 8/7/14. Developer stopped by on 10/7/14 to ask about status and was reminded that Engineer has not yet submitted revised plans. Developer again stopped by on 10/30/14 and was reminded that Engineer is awaiting revised plans. Revised plans submitted 12/4/14. Coordinating with developer on plan check comments. Plans reviewed and ready for permit issuance. Water service agreement application for new service and payment voucher mailed to the developer. Fees paid on 5/27/15. Mylars signed on 6/25/15. Permit issued 8/6/15. Hot-tapped watermain and ran fireline on 9/1/15. Abandonment of 1&quot; and 1.5&quot; service on 10/3/15. Irrigation meter installed on 10/12/15 (1/5/16)</td>
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<tr>
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<tr>
<td>MC 2095</td>
<td>2023-2027 Placentia</td>
<td>36 Condos</td>
<td>Plans received and fees paid on 6/3/14. Plans reviewed and discussed with Phil L and easement proposal denied. Plan revisions emailed to Engineer and discussed over the counter. Engineer inquired about master meter options. Mesa Water indicated that master meter option was not within Board policy. Direction to install meter manifolds sent to Engineer on 7/3/14. Engineer submitted completely revised plans on 8/19/14. 1st plan check comments (1st with complete revised design) issued on 8/21/14. Revised plans received on 9/4/14 and 2nd plan check complete on 09/9/14. Final plans submitted, reviewed, and approved for mylar printing on 09/9/14. Signed/stamped mylars received, forms signed, and fees paid on 10/2/14. Water service agreement signed and permit issued on 10/21/14. USA underground marking on 3/30/15. Awaiting request for inspection. Pre-con meeting on 7/15/15. Inspector performed site visit on 8/26/15 to check status. Inspected 6&quot; manifold installation on 11/17/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2099</td>
<td>1974 Meyer Place</td>
<td>5 New Homes</td>
<td>Inactive project reopened on 7/22/15. Awaiting plan resubmittal. (1/5/16)</td>
</tr>
<tr>
<td>MC 2118</td>
<td>220 E. 16th St.</td>
<td>Home Remodel (Complete Remodel)</td>
<td>Plans received and plan check fees paid 08/27/14. Plan check complete 8/28/14. Following plan check, and while awaiting corrected plans, inaccuracies in Mesa Water records were discovered, and inspector was requested to field verify the actual conditions. 2nd set of plans were revised to reflect actual conditions, and plan check finalized on 10/02/14. Mylars received and fees paid on 10/14/14. Permit issued on 10/21/14, and issued inspection checklist on 10/27/14. Mesa Water inspector reported no activity onsite 5/5/15. Contractor came into Mesa Water Plan Check Desk to discuss project status on 8/25/15. Pre-construction meeting held on 10/7/15. Inspector checked status of the project on 12/2/15, construction is in queue with contractor. (1/5/16)</td>
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<tr>
<td>MC 2119</td>
<td>236 E. 16th St.</td>
<td>Home Remodel (Complete Remodel)</td>
<td>Plans received and fees paid 08/27/14. Plan check complete 8/28/14. Following plan check, and while awaiting corrected plans, inaccuracies in Mesa Water records were discovered, and inspector was requested to field verify the actual conditions. 2nd set of plans were revised to reflect actual conditions, and plan check finalized on 10/2/14. Mylars received and fees paid on 10/14/14. Permit issued on 10/21/14, and issued inspection checklist on 10/27/14. Contractor contacted on 8/10/15 to obtain status of project. Contractor scheduled to complete work, waiting for inspection to be scheduled. Pre-construction meeting held on 10/7/15. Inspector checked status of the project on 12/2/15, construction is in queue with contractor. (1/5/16)</td>
</tr>
<tr>
<td>MC 2125</td>
<td>2075 Placentia</td>
<td>14 New Homes</td>
<td>Plans received and fees paid 10/7/14. Plan check completed with all Dept. signatures on 10/16/14 and plan check comments issued to Engineer. Received revised plans 1/6/14. New revisions given to developer 1/12/15. Plan check completed and permit issued 2/9/15. Precon meeting held on 2/11/15. Weld and hot-tap main 5/7/15. Installed 14 - 1&quot; domestic meters and 1 - 1&quot; irrigation meter on 6/4/15. Inspector checked status of the project on 12/2/15, awaiting call for backflow testing. Construction and inspections in progress. (1/5/16)</td>
</tr>
<tr>
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<tr>
<td>MC 2134</td>
<td>2026 Placentia</td>
<td>15 New Homes</td>
<td>Plans received and fees paid on 10/30/14. Plans reviewed on 10/30/14 and circulated for Dept. signatures. Plan check comments issued to Engineer on 11/13/14. Received revised plans 1/6/14. Plan check completed and permit issued 2/9/15. PreCon meeting held 2/11/15. Inspection ongoing as work progresses. Main hot-tap performed on 5/5/15. Services installed by contractor on 5/7/15. 16 - 1 inch meters installed on 7/6/15. Inspector checked status of the project on 12/2/15, awaiting call for backflow test. (1/5/16)</td>
</tr>
<tr>
<td>MC 2165</td>
<td>341 16th Place</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid 4/22/15. First plan check completed and returned to developer 4/30/15. Mylars received on 8/6/15. Permit issued on 8/13/15. Installed 1 - 1&quot; service on 9/28/15. Installed 2 - 1&quot; meters on 10/1/15. Second home in process of being built. (1/5/16)</td>
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<tr>
<td>MC 2176</td>
<td>3059 Country Club Drive</td>
<td>Single Family Home - Addition</td>
<td>Plans received and plan check fees paid on 6/5/15. Second submittal received on 7/15/15. Second plan check returned on 7/31/15. Permit issued 8/13/15. USA call out on 11/30/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2178</td>
<td>334 East 16th Street</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid on 6/12/15. Comments returned on 6/24/15. Second plan check received 8/10/15 and returned on 8/24/15. Fees and mylars delivered and permit issued on 11/17/15. Pre-con meeting held on 12/9/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2181</td>
<td>250 Flower Street</td>
<td>Remodel</td>
<td>Plans received and plan check fees paid on 6/22/15. Comments returned on 7/22/15. Second submittal received on 10/29/15 and returned on 11/6/15. Final submittal and fees submitted on 11/30/15. Permit and mylar drawings signed on 12/10/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2183</td>
<td>262 Esther Street</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 7/1/15. Comments returned on 7/31/15. Second plan comments returned on 8/24/15. Plan check process completed on 9/17/15. Permit issued on 10/19/15. 1 inch service installed on 10/28/15. Meter installed on 11/4/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2184</td>
<td>1670 Tustin Ave</td>
<td>Remodel</td>
<td>Plans received and plan check fees paid on 7/1/15. Comments were not picked-up at Plan Check Desk until 10/6/15. Final plans and fees submitted on 11/6/15. Permit issued on 11/17/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2187</td>
<td>2245 Tustin Ave</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 7/8/15. Second plan check submitted on 7/31/15 and comments returned on 8/17/15. Contractor contacted on 12/15/15 and informed the District the project was delayed. Awaiting fee payment. (1/5/16)</td>
</tr>
<tr>
<td>MC 2188</td>
<td>2701 Harbor Blvd</td>
<td>Restaurant</td>
<td>Plans received and plan check fees paid on 7/13/15. Inspector performed pre-site survey to determine size of meter in meter room. First plan check comments awaiting pick up. Property owner was contacted regarding inactivity on 12/30/15. (1/5/16)</td>
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<tr>
<td>MC 2196</td>
<td>580 Anton Ave</td>
<td>250 Unit Apartment Complex</td>
<td>Plans received and plan check fees paid on 7/28/15. Plan check comments returned 8/28/15, requesting information to complete a hydraulic model. Requested information provided on 10/25/15. Hydraulic model initiated on 11/5/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2198</td>
<td>217 Ogle St.</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 7/30/15. Plan check comments awaiting pick up. Project architect was contacted on 12/9/15, the project is delayed but will proceed in the new year. (1/5/16)</td>
</tr>
<tr>
<td>MC 2199</td>
<td>225 Ogle St.</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 7/30/15. Plans did not require changes. Mylars and fees submitted on 9/17/15. Permit issued on 9/21/15. Project ownership changed on 12/8/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2202</td>
<td>2880 Mesa Verde Drive East</td>
<td>10 Single Family Homes</td>
<td>Plans received and plan check fees paid on 8/19/15. First submittal returned on 9/11/15. Second submittal received 10/29/15 and returned on 11/6/15. Permit issued on 12/10/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2203</td>
<td>1239 Victoria Street</td>
<td>28 Single Family Homes</td>
<td>Plans received and plan check fees paid on 8/25/15. Second submittal received on 10/25/15 and returned on 11/6/15. Mylars and fees delivered on 11/30/15. Permit issued on 11/30/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2204</td>
<td>1672 Placentia</td>
<td>32 Single Family Homes</td>
<td>Plans received and plan check fees paid on 8/26/15. Plan check picked up by customer on 10/6/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2206</td>
<td>247 E 23rd St</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 9/21/15. Plans did not require changes. Fees paid on 11/25/15. Permit issued on 12/1/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2207</td>
<td>1654 Oahu Pl</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 9/22/15. Permit issued on 10/1/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2208</td>
<td>353 &amp; 355 Rochester St.</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid on 9/22/15. First submittal picked up on 10/23/15. Second plan check submitted on 11/19/15 and currently in progress. (1/5/16)</td>
</tr>
<tr>
<td>MC 2210</td>
<td>3086 Warren Lane</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 9/22/15. First submittal picked up on 10/23/15. Project architect contacted on 12/17/15, project does not require fire sprinklers, awaiting irrigation drawings. (1/5/16)</td>
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</tbody>
</table>
### PROJECT STATUS - DEVELOPER PROJECTS

<table>
<thead>
<tr>
<th>FILE NO.</th>
<th>PROJECT ADDRESS</th>
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</thead>
<tbody>
<tr>
<td>MC 2213</td>
<td>847 W 16th St</td>
<td>Tenant Improvement</td>
<td>Plans received and plan check fees paid on 9/29/15. Project engineer contacted on 12/17/15, the project is undergoing a re-design. (1/5/16)</td>
</tr>
<tr>
<td>MC 2214</td>
<td>1944 Church St</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid on 10/5/15. First submittal returned on 10/26/15. Fees paid on 12/15/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2215</td>
<td>119 Cecil Pl</td>
<td>3 Single Family Homes</td>
<td>Plans received and plan check fees paid on 10/5/15. First submittal returned on 10/26/15. Fees paid on 12/15/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2216</td>
<td>320 E 18th St</td>
<td>4 Single Family Homes</td>
<td>Plans received and plan check fees paid on 10/5/15. First submittal returned on 10/26/15. Fees paid on 12/15/15. (1/5/16)</td>
</tr>
<tr>
<td>MC 2217</td>
<td>823 Towne St</td>
<td>Assisted Living Facility</td>
<td>Plans received and plan check fees paid on 11/3/15. First submittal returned on 11/23/15. Awaiting fee payment. (1/5/16)</td>
</tr>
<tr>
<td>MC 2224</td>
<td>286-288 15th Street</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid on 11/18/15. Plans were determined to be incomplete and additional information was requested on 11/19/15 and provided on 12/30/15. Plan check in progress. (1/5/16)</td>
</tr>
<tr>
<td>MC 2225</td>
<td>215 Knox Place</td>
<td>2 Single Family Homes</td>
<td>Plans received and plan check fees paid on 11/18/15. Plans were determined to be incomplete and additional information was requested on 11/19/15 and provided on 12/30/15. Plan check in progress. (1/5/16)</td>
</tr>
<tr>
<td>MC 2230</td>
<td>217 Cabrillo</td>
<td>2 Attached Dwellings</td>
<td>Plans received and plan check fees paid on 12/22/15. Plan check in progress. (1/5/16)</td>
</tr>
<tr>
<td>MC 2231</td>
<td>445 Walnut Place</td>
<td>Single Family Home</td>
<td>Plans received and plan check fees paid on 1/4/16. Plan check in progress. (1/5/16)</td>
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<tr>
<td>Project Title: OC-44 Transmission Main Leak</td>
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<tr>
<td>File No.: MC 1977</td>
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<tr>
<td>Description: Replace damaged section of pipeline</td>
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<tr>
<td>Status: Notice of intent to issue permit was granted by California Coastal Commission on 3/14/13. Staff is working on preparing a plan to monitor the disturbed area. Requested RBF to review the Habitat Restoration Plan and provide recommendations 7/2/14. Working with RBF on developing Permit Application and CEQA documents for OC-44 repair and proposed slip-lining project (see below OC-44 Replacement and Rehabilitation Evaluation and Cathodic Protection Study MC 2034)</td>
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<tr>
<th>Project Title: MWRF Finished Water Quality Polishing Project</th>
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<tbody>
<tr>
<td>File No.: MC 2039</td>
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<tr>
<td>Description: Enhance finished water quality water at the MWRF via Pilot Scale test</td>
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</table>
MWRF held on December 7, 2015. 90% design to be submitted on 1/20/16. Design in progress. (1/8/16)

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<tr>
<th>Project Title: OC-44 Replacement and Rehabilitation Evaluation and Cathodic Protection Study</th>
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<tbody>
<tr>
<td>File No.: MC 2034</td>
</tr>
<tr>
<td>Description: Evaluate potential repair and replacement options</td>
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</table>

**Status:** Contract awarded to RBF Consulting 2/12/13. Kick-off meeting held on 2/21/13. TM 1, 2 and 3 reviewed by Mesa Water® and City of Huntington Beach. Revised TM 1 and 3 submitted 6/12/13. Final study report due 7/31/13. Staff requested RBF to perform hydraulic modeling and habitat assessment to supplement original SOW. A meeting with MWDOC, MET and RBF to analyze possible new service connections on the OC Feeder held on 6/25/13. Workshop to discuss TM’s held on 7/2/13. Meeting to discuss PDR, permitting, work plan and design concerns held on 7/16/13. Draft PDR and final design scope proposal received 8/6/13. Hydraulic studies “Evaluation of MWD Water Supply Facilities” and “Analysis of Emergency Supply from OC-44 and OCF” received 8/8/13. Staff reviewed the PDR and Hydraulic Study reports and submitted comments to RBF 9/12/13. Received proposal for design of OC-44 Pipeline Rehabilitation Project 9/24/13. Proposal approved by E&O Committee 11/19/13 and by Board on 12/12/13. Staff prepared change order to RBF. Kick-off meeting held on 01/22/14. Project on progress. Outreach coordination meetings with project stakeholders took place on 2/14/2014. RBF is working with City of Newport Beach, County of Orange, and Irvine Company on receiving permits for surveying and geotechnical boring work. Orange County Health Care Permit issued 3/24/2014. Geotechnical boring conducted on 3/28/14. The county of Orange permit was issued April 7, 2014. Biological and Topographic Survey started in mid-April and will continue through the end of July. Scour analysis completed on May 29, 2014. Jurisdictional Delineation completed on 6/30/2014. Project progress meeting with RBF and City of Huntington Beach held on 7/2/14 to review environmental assessment and predesign requirements. The design of the pipeline rehabilitation started on 7/8/2014. 60% plans and specifications submitted for review 9/8/2014. Staff is coordinating with City of Huntington Beach and finalizing review of the design package. Initial Study and Mitigated Negative Declaration submitted 11/2/14. Staff is reviewing the submittal (11/6/14). 60% review meeting with City of Huntington Beach and RBF held on 12/1/14. 90% design submittal received on 2/5/15. Notice of Intent (NOI) posted at County Clerk and State Clearinghouse on 1/29/15. Initial Study/Mitigated Negative Declaration (IS/MND) posted on Mesa Water® website and distributed to agencies/parties identified on distribution list on 1/29/15. Permit applications submitted to the regulatory agencies, legal notice posted in the Daily Pilot, and hard copy of IS/MND posted at front counter on 1/29/15 for public review. The review period concluded 2/27/15. Three comment letters received. Prepared written responses to the comments and held public hearing at the Board Meeting on 4/9/15.
90% design submittal comments sent back to RBF on 3/26/15. Additional questions from RBF analyzed in coordination with the City of Huntington Beach and comments provided to RBF on 6/1/15. Progress meeting with RBF and City of Huntington Brach held 7/1/15. RBF is working with the regulatory agencies on obtaining encroachment permits and/or certifications. On 7/16/15 the consultant is scheduled to meet with the US Army Corps of Engineers (USACE) to discuss initial comments and obtain additional directions. Due to USACE staff shortage the permit is anticipated to be issued in March 2016. RBF is working with Regional Water Quality Control Board (RWQCB) on drafting the 401 Water Quality Certification for the project. The 401 Water Quality Certification was issued on 9/29/15. Comments to the California Department of Fish and Wildlife (CDFW) draft agreement were sent by RBF on 7/17/15. The CDFW permit is predicted to be issued in late October, 2015. In mid-June, 2015 RBF provided response to the California Coastal Commission’s (CCC) comments. The comments from CCC were received in the late July, 2015 and the permit is expected to be issued in mid-November, 2015. Permit from Caltrans obtained on August 17, 2015. 100% design package submitted on 7/21/15. Scour protection evaluation and recommendations submitted on 11/5/15. The CDFW should be issued by 12/18/15. The USACE has indicated that their permit should be issued in mid-January 2016. The Habitat Mitigation and Monitoring Plan (HMMP) has been updated by Michael Baker (former RBF) to reflect the USACE’s process and submitted to Mesa Water® for review on 1/8/16. Once the HMMP is revised and approved (1/19/16) it will be forward to all agencies, including Coastal Commission. Draft 1602 Streambed Permit obtained on 12/18/15. Final 1602 Streambed Permit pending CDFW acceptance of HMMP. Final bid set will be completed once all permits are approved (mid-February, 2016). Project in progress (1/8/16).

**Project Title:** Well Automation and Rehabilitation  
**File No.:** MC 2101  
**Description:** Rehabilitate all clear water wells and add remote control SCADA capabilities  
**Status:** Design: RFP for Design Services released on 7/1/2014. Pre-proposal meeting held on 7/9/2014. 6 proposals received on 7/28/2014; interviewed 3 shortlisted firms on 8/6/2014. Recommendation to award contract to Carollo Engineers approved by E&O on 8/19/2014; Board approval requested on 9/11/2014. Project kickoff meeting held on 10/1/2014. Draft Permit plan received for review on 11/3/14. Well Standardization workshop held on 11/21/14 to align on site layouts, chemical tank sizing, and instrumentation. Draft Preliminary Design Report received on 1/12/2015, and reviewed in workshops on January 21, 2015 and February 3, 2015, and March 3, 2015. 60% received on April 13, 2015. Meeting to resolve review comments scheduled for April 27, 2015.  
Construction Management (CM) Services: Released and RFP for CM services on December 30, 2014 Preproposal meeting held on January 12, 2015. Four (4) proposals
were received on January 26, 2015. Three proposers were interviewed on February 4, 2015, and the recommended Contract with RBF was approved by the Board on March 12, 2015.

60% design received on April 13, 2015. General 60% Design Review workshop held on April 27, 2015 and electrical/instrumentation review workshop held on May 11, 2015. Working on optimizing construction sequence. Electrical design workshop scheduled for June 25, 2015. 90% design submittal received on July 15, 2015. Engineer’s Estimate of probable cost at 90% is approximately $10.1. Workshop to review and address 90% comments held on July 29, 2015. Contractor prequalification package sent to eight (8) General Contractors on July 18, 2015. Four prequalification applications were received on August 17, 2015. 100% Design received on September 16, 2015. Notice Inviting Sealed Bids was released to four prequalified contractors on October 5, 2015. Job Walks were conducted on October 13, 2015 for prequalified Prime Contractors and on November 3, 2015. Addenda and clarifications in response to bidders questions have been issued. Bid opening was extended to January 7, 2016 to allow for recent changes for new Well 9 layout. Four bids were received on January 7, 2016. An action item to award a contract to the lowest bidder is on the agenda for January 19, 2016 Engineering and Operations Committee.

**Project Title:** Two New Wells  
**File No.:** MC 2158  
**Description:** New wells and real estate services to identify and acquire property  

**Status:** Change Order to Well Rehabilitation and Automation approved at January 20, 2015 E&O to retain Carollo and subconsultant Geotechnical Consultants Inc. (GTC) to provide typical well site layout and hydrogeological investigation to identify promising locations for two new 2,000-gpm clear wells. Met with Real Estate Professionals on February 2, 2015, to discuss scope of work for well site property identification and acquisition. Met with OCWD Chief Hydrogeologist on March 24, 2015, to identify study area for new well sites. Gave Notice to Proceed to Real Estate company on May 4, 2015, and provided consultant report on preferred well site property characteristics. Real Estate consultant developed an advertisement postcard to describe the type of property needed, and sent it to over 1,000 commercial and industrial property owners in the study area. Three sites have been presented for evaluation. Also met with the Laguna Beach County Water District (LBCWD) Manager of Engineering & Operations on October 13, 2015, to discuss development of a jointly-owned well on property in Fountain Valley owned by LBCWD. An offer to purchase one site was presented to the property owner on November 16, 2016. The owner has not responded, and the offer time frame has expired. An offer for a different property was prepared and presented on January 6, 2016. Owner response is pending. A third property is being evaluated by staff and OCWD for potential interference from the OCWD mid-basin injection.
Project Title: MWRF Parking Project
File No.: MC 2052
Description: Conduct parking layout design

Status: Parking study prepared by Onward Engineering in November 2013. The Board approved alternative # 3 Parking Along the MWRF Frontage on Gisler Ave. on 3/15/2014. RFP for the parking design in consultants' review (11/6/14). RFP sent out to consultants 11/25/14. Proposals due 12/19/14. Interview with three consultants held on 1/7/15. Recommendation brought to January E and O for consideration of approval and will be brought to the Board on 2/12/15 for approval. Project approved 2/12/15. Kick-off meeting held on 2/19/15. Design in progress. 30% design submittal submitted 3/23/15. Staff met with C.J. Segerstrom and discussed concept and details of the proposed parking layout. Segerstrom verbally approved the project. City of Costa Mesa approved the concept and currently consultant is evaluating the landscape requirements with the City of Costa Mesa. E and O Committee accepted the conceptual design and provided comments on 5/19/15. The condition approval from Segerstrom received on 6/29/15. Staff is working with the designer (CivilSource), Mesa Water’s attorney, and City of Costa Mesa on addressing Segerstrom’s comments. Staff is reviewing the Initial Study/Summary of Findings Report received on 8/3/15. Staff has addressed all Segerstrom’s requests included in their 6/29/15 letter and prepared a response letter. Approved construction plans were received from the City of Costa Mesa on 12/29/15. The final bid package to be completed 1/20/16. (1/8/16)

Project Title: OC 44 Import Stations Flow Meter Replacement
File No.: MC 2088
Description: Provide design for replacement of Flow Meters in the OC 44 Import Turnouts No. TO-2, TO-4, and TO-5

Status: Task Order No. RBF-3 for preparing construction drawings, technical specifications, and bid documents for the flow meter replacements in the import turnouts No. TO-2, TO-4, and TO-5 issued to RBF Consulting on July 23, 2014. 75% plans and specifications submitted for review 10/7/2014. Staff is reviewing the submittal (10/9/2014). The review comments returned back to the consultant 11/4/14. Design of new pressure gauges, pressure transmitters, and related improvements were added to the scope in December 2014. Design in progress. 90% design package submitted for review on 2/20/15. Working with consultant and CLA-VAL on reviewing the design (3/6/15).

100% design submitted on 3/10/15. The comments to the 100% design sent back to the designer 4/30/15. Final design package received on 5/27/15. Mesa Water® staff is reviewing the package and working with RBF on addressing final comments 6/8/15. Project solicited 6/17/15 and pre-bid walk held on 6/29/15. Bids opened on 7/10/15. Staff recommended that the Board of Directors award a contract to the lowest bidder.
Jamison Engineering. E & O Committee recommended approval on 7/21/15. Board approved the project on 8/10/15. The kick-off meeting held on 8/17/15. Staff has finalized the contract and issued Notice to Proceed on 9/16/15. Project team is in the submittal review process (1/8/16).

<table>
<thead>
<tr>
<th>Project Title: Reservoir 1 and 2 Improvements</th>
</tr>
</thead>
<tbody>
<tr>
<td>File No.: MC 2111</td>
</tr>
<tr>
<td>Description: Installation of gas flow meters at Reservoir 1 and Reservoir 2,</td>
</tr>
<tr>
<td>Status: Staff prepared Scope of Work and sent a request for quote to on-call Engineering consultant (As-Needed Design Consultant) to provide: Design and specifications for installation of gas meters for Res 1, Res 2, and Well 5. Evaluation and design of Res 1 Air Vent Covers and Roof Membrane, and design for replacement of Res 1 silencers. Request for quote sent out 3/5/15. Brady Engineers selected for the project. Kickoff meeting held on 4/7/15. 30% design package submitted 5/27/15. Designer is working on addressing the review comments and continuing the design (7/10/15). Well 5 gas meter moved into the well automation and rehabilitation project scope of work. 100% Design Package received on 8/4/15. Meeting with the designer to discuss reviewers’ comments held on 8/10/15. The designer is revising the design and final bid package is anticipated to be submitted on 9/4/15. The final bid package submitted on 10/12/15. Staff has reviewed the submittal (11/5/15). Project will be advertised for bid in spring 2016. (1/8/16)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title: Pipeline Testing Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>File No.: MC 2112</td>
</tr>
<tr>
<td>Description: Implement Resolution No. 1442 Replacement of Assets to annually perform non-destructive testing of 1% of the distribution system, and destructive testing of segments that are shown to have less than 70% of original wall thickness by non-destructive testing.</td>
</tr>
<tr>
<td>Status: Identifying segments for FY 2015 non-destructive testing and arranging for excavation and removal of segments that tested below 70% remaining wall thickness in FY2014 non-destructive testing. Released a Request for Proposal for a consultant to administer the program and develop standard operating processes on February 6, 2015. Three proposals were received on February 26, 2015, and interviews conducted on March 4, 2015. A contract with RBF was approved by the Board on April 9, 2015. Kickoff meeting held on April 21, 2015. Project status meeting held on June 8, 2015. Draft deliverable of prioritization of asbestos concrete pipe (ACP) for non-destructive testing received on June 26, 2015; updated draft received on August 7, 2015. Draft deliverable with recommendations for non-destructive testing technologies for metallic pipe received on August 7, 2015. Draft evaluation of destructive testing laboratories and tests received on August 21, 2015; final report received on September 16, 2015.</td>
</tr>
</tbody>
</table>
Echologics performed non-destructive testing of 3 miles of ACP from July 13-17, 2015. Draft report received on August 14, 2015; final report received on September 1, 2015. Based on the Echologics reports from 2013 and 2015, ten ACP segments were selected for sampling and destructive testing. Three ferrous material pipelines with a history of repairs were also selected for field sampling and destructive testing. Draft bid documents for field sampling received on October 16, 2015. Final bid documents were released to three on-call contractors on November 23, 2015, for bids. Pre-bid meeting was held on December 7, 2015 and attended by all three of the bidders. Three bids were received on December 16, 2015. All bids exceeded the budget and the General Manager’s signing authority. A action item to approve a contract with the low bidder is on the January 19, 2016, Engineering and Operations Committee agenda. If approved, notice to proceed with field sampling is planned for February 2016, with a 75 day completion. Samples will be sent to MEIC Lab in Portland, Oregon, for destructive testing. Lab results, including estimates of remaining useful life, are expected in May 2016.

**Project Title:** Fall Protection Implementation  
**File No.:** MC 2129  
**Description:** Implement recommendations from Fall Protection evaluation.

**Status:** Developing project schedule and recommendations for procurement. Identifying qualified contractors for design-build for construction of guardrails and access gates. Developing scope of services. Job walk conducted on March 25, 2015, with Versatile Fall Protection to identify options for closing the fall protection audit findings. Initial recommendations and cost estimate received on April 8, 2015. Contract for implementation of fall protection recommendations signed with Versatile Fall Protection under General Manager’s authority on July 7, 2015. Preconstruction meeting held on July 9, 2015. Initial project submittals received on July 22, 2015. Installation of guardrails, skylight screens, ladder gates, and anchor points at the Administration Building and Field Office completed Aug 20-22, 2015. Installation of skylight screens and guardrails completed at the MWRF on September 1, 2015, and anchor points on September 14, 2015. Installation of new ladders, guardrail repair, and ladder gates at the Reservoir 2 Pump House completed on September 15-16, 2015. Installation of ladder extenders at the Reservoir 1 access hatches and Admin building roof completed on September 21, 2014. All construction is completed. Record drawings and O&M manuals were received on November 22, 2015, and returned with comments. Updated record drawings were received on December 23, 2015, and were returned with comments. Project will be completed upon acceptance of record drawings.
**Project Title:** MWRF Outreach Center  
**File No.:** MC 2147  
**Description:** Report on the feasibility of reconfiguring and potentially expanding the functional uses of the MWRF Operations and Administration Building to include a multi-purpose room and educational forum.

**Status:** Mesa Water® is coordinating with IBI Group (designer) on the feasibility of implementing an education and outreach center at the MWRF. Kick-off meeting was held on 6/1/2015. Program Requirement Questionnaire meetings were held on 6/9/2015 and 6/17/15. Program Report delivered to Mesa Water® for review on 7/7/2015. 60% design concepts are scheduled for submittal on 08/14/15. 100% concept design received on 09/29/15. Virtual rendering received on 10/6/15. Concept designs presented at the October Board Workshop. A follow-up planning session was held at the November Engineering and Operations Committee Meeting to capture the Board’s input on evaluating reduced cost options and to revisit the existing Boardroom improvements. Board directed staff to develop a scope of work to evaluate scaled down layouts of the MWRF Outreach Center and revisit expanded layouts of the main Boardroom.

<table>
<thead>
<tr>
<th>Project Title: Mesa Water® Main Office HVAC Study</th>
<th>File No.: MC 2171</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description:</strong> Evaluate the existing HVAC system and provide recommendations for improved efficiency and operations of the system.</td>
<td></td>
</tr>
<tr>
<td><strong>Status:</strong> Mesa Water® has contracted with Goss Engineering Inc. to perform this study. Kick off meeting is scheduled for January 13, 2016.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Title: South Coast Plaza Pipeline Repair</th>
<th>File No.: MC 2218</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description:</strong> Water main repair due to failed 12&quot; main.</td>
<td></td>
</tr>
<tr>
<td><strong>Status:</strong> On October 19, 2015, a 50-year old waterline near the western end of the interior roadway of South Coast Plaza at Bristol Street (across from Anton Boulevard), ruptured and impacted the soils supporting the pavement. At the rupture location the pavement caved-in resulting in a deep sinkhole (approximately 30 feet by 20 feet at the ground surface) undermining a South California Edison (SCE) high voltage (12 KVA) duct bank and roadway infrastructure (sidewalk, light poles, palm trees, etc.). Beyond the immediate location of the waterline rupture, the asphaltic concrete pavement was uplifted under the water pressure and the base course was filled with water, soaking the upper parts of the clay subgrade. Mesa Water® used its on-call contractor and</td>
<td></td>
</tr>
</tbody>
</table>
consulting resources to facilitate the work. The project was completed on Thursday, October 29, 2015. Staff reviewed the contractors' invoicing and recommended approval. The Finance Committee approved payment of the invoices on 12/21/15 (1/8/16).

### Project Title: Other Agency Project Coordination

**File No.:**

**Description:** Median construction in Placentia Ave. between Wilson St. and Adams Ave.

**Status:** Mesa Water® 16" main runs 5' East of the street center line. Mesa Water® is coordinating with designer and City on design of necessary protection and root barrier for the water main. 85% design plans received on (12/22/14). Plan review in progress 1/8/15. Plan review comments sent to the City 2/6/15. Mesa Water® provided update comments to landscaping plans on 6/17/15. Mesa Water® continuing to coordinate with the City, Stivers and Associates, Inc., and City Designer on layout of project. Revised final plans submitted for Mesa Water® review on 11/19/15. Staff reviewed the submittal in cooperation with Mesa Water® landscape consultant (Stivers Associates) and submitted comments to the City Designer on 12/28/15. The comments have been accepted by the Designer and Final Plans are to be submitted on 1/15/16. (1/8/16)

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### Project Title: Other Agency Project Coordination

**File No.:**

**Description:** Water main relocation in New Hampshire Ave. due to Greenville-Banning Channel Improvements by County of Orange.

**Status:** Relocation of 12" water main is required due to enlarged box culvert on Greenville-Banning Channel. Task Order No. RBF-2 issued to RBF Consulting on June 24, 2014 for design of the relocation. Mesa Water® is coordinating with County of Orange and RBF. Design in progress. Hydraulic analysis received from RBF 9/12/14 indicated that taking the New Hampshire pipeline out of service during construction of the Greenville-Banning Channel will have no adverse impacts on the distribution system (8/9/14). Mesa Water® is working with OCFCD on finalizing the cooperative agreement. E&O Committee approved the agreement 11/18/14. Pipeline relocation design package submitted to Mesa Water® on 1/31/15. Mesa Water® is coordinating with OCFCD and consultant to address final comments. Plans and specifications for the pipeline relocation completed 3/3/15 and forwarded to OCFCD on 3/5/15. Attended the pre-construction meeting on 7/21/15. Project start date has been moved to end of March 2016. (1/8/16)
Water Quality Call Report
December 2015

Date: 12/9/2015
Source: Phone
Address: 2300 Fairview
Description: Customer wanted to know about fluoride levels in the tap water.
Outcome: Spoke with customer and guided her through the Water Quality Report to locate the fluoride data and explain the results.

Date: 12/28/2015
Source: Phone/Visit
Address: 1164 Boise Way
Description: Water tastes like mud.
Outcome: Upon arrival, noticed that the outside hose bib had a pressure regulator valve attached. The initial draw came out dark and had air in the line. The water cleared quickly and flushing continued to draw in representative sample from the mainline. Checked the water from the kitchen faucet and it was clear. Both water samples collected from the outside hose bib and the kitchen faucet were tested for pH, temperature, and chlorine levels and were in normal range. Also took a sample from across the street (1165 Boise Way) and it was clear and had constant flow. Recommended that customer have a plumber check the pressure regulator at the hose bib to make sure it’s not creating a water quality issue.
MESA WATER DISTRICT
COMMITTEE POLICY & RESOLUTION
REVIEW OR DEVELOPMENT

ENGINEERING & OPERATIONS COMMITTEE

Policy Assignments for 2016

<table>
<thead>
<tr>
<th>Policy Name</th>
<th>Resolution</th>
<th>Date Adopted</th>
<th>Revision Schedule</th>
<th>Next Review</th>
</tr>
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<tbody>
<tr>
<td>Rules and Regulations for Water Services (will include review of meter capacity charges and easement procedures)</td>
<td>Resolution No. 1452</td>
<td>10/09/14</td>
<td>Review and update as needed</td>
<td>01/19/16</td>
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<tr>
<td>Standard Specifications and Drawings</td>
<td>Resolution No. 1449</td>
<td>08/14/14</td>
<td>Review and update as needed</td>
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## Water Operations Status Report

**July 1, 2015 - December 31, 2015**

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<tr>
<th>Operations Department Status Report</th>
<th>Wk Unit</th>
<th>Plan Days</th>
<th>Act Days</th>
<th>Plan Qty</th>
<th>Act Qty</th>
<th>Plan Cost</th>
<th>Actual Cost</th>
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<td><strong>03 - METERS</strong></td>
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<td>WD-0301 - NEW METER INSTALLATION</td>
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<td>WD-0302 - RAISE REPLACE METER BOX</td>
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<td>CAP AV - CAPITAL AIR VACUUM REPLACE</td>
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<tr>
<td>CAP BI - CAPITAL BYPASS &amp; METER INSTALL</td>
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<td><strong>TOTAL</strong></td>
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<td>$946,350</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Engineering and Operations Committee
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 19, 2016
SUBJECT: Municipal Water District of Orange County Activities Update

RECOMMENDATION

This report is for information only. No action is recommended at this time.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

This report on Municipal Water District of Orange County (MWDOC) issues is intended to brief the Committee and Board on activities relevant to Mesa Water District (Mesa Water®). The first section, “On-Going Issues”, is a status update on current studies, reports, and/or policy work groups that staff are involved with. The second section, “Last Month’s Issues”, is a report on noteworthy items that were covered at the last month’s MWDOC Board and Committee meetings. The last section, “Upcoming Issues”, is a preview of new and forthcoming issues important to Mesa Water®. This format is intended to keep the Committee and Board informed about current and future items at MWDOC in order to provide direction to staff and its MWDOC representatives in a timely manner, if required.

ON-GOING ISSUES

MWDOC DROUGHT ALLOCATIONS AND STATE WATER USE TRACKING: MWDOC is approximately 16,000 AF under the drought allocation amount from MET through December 2015, which includes water delivered to OCWD. The Orange County region as a whole is achieving better conservation results than the originally budgeted amounts. However, there is concern for the winter months because the baseline usage is significantly less than the summer months, thus, leaving minimal opportunity for significant conservation.

ORANGE COUNTY’S DROUGHT PERFORMANCE – NOVEMBER REPORT: For the month of November 2015, Orange County retail water agencies reported a total water saving of 15.58% (note this is compared to November 2013 water usage). This falls short of the Orange County’s monthly conservation target of 21.73% by 6.15%. The cumulative savings for the six months into the State Board’s mandatory regulations total is 24.65% for Orange County.

MET’s STORAGE STRATEGIES: MET has less than a million Acre-Feet of dry-year storage. One-third of it is in surface storage with the remaining two-thirds in groundwater storage. One of the goals for MET is to correct this imbalance between surface and groundwater storage. Surface
storage provides more operational flexibility for MET and can be used throughout the MET service area. Therefore, the priority for MET, if they are in position to store excess water this year, is to increase surface storage first.

**DOHENY DESALINATION PROJECT:** South Coast Water District and its consulting team are continuing to pursue the Doheny Desal Project. Major items scheduled over the next year include: 1) Historical Doc Summary, 2) Environmental & Permitting Roadmap, 3) Brine Outfall Analysis, 4) Preliminary Design Report and Cost Estimate, 5) EIR Process, 6) Environmental Permitting Approvals & Hearings, 7) Public Outreach, 8) Project Funding, 9) Project Delivery Method, and 10) Economic Analysis.

**HUNTINGTON BEACH OCEA DESALINATION PROJECT (POSEIDON PROJECT):** OCWD has continued work on evaluating where the product water produced from the Poseidon Project would be utilized. Options being considered include the seawater barrier operations, injection or replenishment in the groundwater basin, or direct delivery to other agencies or some combination thereof.

**LAST MONTH’S ISSUES**

**BUREAU OF RECLAMATION WATERSMART GRANT RESOLUTION:** Recommendation: The Board adopted a resolution in support of MWDOC’s 2016 WaterSMART Program: Water and Energy Efficiency grant application to be submitted to the Bureau of Reclamation by January 20, 2016.

**MWD’s FINANCE AND RATE ISSUES:** MWD staff reported this month’s water sales are 173,000 Acre-feet less than the budget estimates of 1.75 MAF. This is roughly a 20% reduction and could result in MET’s water sales totaling 1.6 MAF by the end of the fiscal year.

**BAY DELTA:** The comment period for the Bay Delta Conservation Plan/California WaterFix Partially Recirculated Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement (RDEIR/SDEIS) closed on October 30, 2015. Substantial public interest was generated by the revised environmental documents. The California Department of Water Resources (DWR) estimates that over 20,000 letters were submitted in addition to form petitions with about 30,000 signatures. The next step in the environmental review process for the BDCP/California WaterFix includes responding to all salient comments received on the RDEIR/SDEIS as well as the 2014 Public Draft EIR/EIS, and preparation of the Final EIR/EIS and associated documents. Completion of the environmental review process is anticipated in spring/summer 2016.

**UPCOMING ISSUES**

- Emergency Drought Regulations
- MET- Integrated Resource Planning
- Local Resource Planning - Desalination

**FINANCIAL IMPACT**
MEMORANDUM

TO: Engineering and Operations Committee
FROM: Phil Lauri, P.E., Assistant General Manager
DATE: January 19, 2016
SUBJECT: Orange County Water District Activities Update

RECOMMENDATION

This report is for information only. No action is recommended at this time.

STRATEGIC PLAN

Goal #1: Provide a safe, abundant, and reliable water supply.
Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

None.

DISCUSSION

This report on Orange County Water District (OCWD) issues is intended to brief the Committee and Board on activities relevant to Mesa Water District (Mesa Water®). The first section, “On-Going Issues”, is a status update on current studies, reports, and/or policy work groups that staff are involved with. The second section, “Last Month’s Issues”, is a report on noteworthy items that were covered at the last month's OCWD Board and Committee meetings. The last section, “Upcoming Issues”, is a preview of new and forthcoming issues important to Mesa Water®. This format is intended to keep the Committee and Board informed about current and future items at OCWD in order to provide direction to staff and its OCWD representatives in a timely manner, if required.

ON-GOING ISSUES

AMENDMENT TO AGREEMENT WITH SCHEEVEL ENGINEERING FOR TECHNICAL SUPPORT FOR PRADO DAM WATER CONSERVATION: OCWD staff informed Water Issues Committee that progress is being made on taking the elevation of Prado Dam to an elevation of 505 feet all year. This will increase storage behind the Dam by 20,000 acre-feet. Current operations of the Dam require the storage elevation to be reduced from 505 feet to 498 feet during the winter months. OCWD is working on a five year deviation plan that would allow for the additional winter storage but are running out of time for this season. The Army Corps has granted a one year deviation plan which is to start in March 2016 while their respective staff works on the five year plan. Several studies will need to be completed starting this month to validate the start of the March 2016 plan. The study will evaluate the impacts of holding the higher elevation during winter months, sediment and habitat issues with the Santa Ana Sucker and discharge rates.

NORTH BASIN REMEDIATION EARLY ACTION: OCWD staff updated the committee on the progress of getting extraction well EW-1 into operation. There are four options for the discharge/use of the water extracted from this well. The first option is to sell the water to a large industrial user in the area. This option is considered closed because there is no interested buyer.
The second option is to discharge the water to OCSD. This option would have the highest O&M cost due to fees associated with discharging 1,000 gallons per minute to sewer. The third option is to treat and sell the water to the City of Fullerton. The last option is to treat and discharge to an OCWD retention pond. The third option is being recommended. This option will require discharging to sewer for the first year while Drinking Water Permits are obtained. OCWD will continue to work with OCSD to see if other arrangements can be made to lower the cost of discharge. If water was discharged to sewer it would go to Plant No. 1 and ultimately to GWRS for recycling.

UPDATE ON DEVELOPING ALTERNATIVE APPROACHES FOR INTEGRATED REGIONAL WATER MANAGEMENT IN ORANGE COUNTY. OCWD updated the Water Issues Committee on their ongoing efforts to evaluate the desire to separate Orange County from their current arrangement with SAWPA and form a separate area with the County of Orange. Staff has met with South Orange County Management Area Executive Committee on this concept. Currently South Orange County falls under the umbrella of San Diego and is already its own separate region. All parties are aware of the study and are willing to continue looking into the needs and benefits.

CAPTURING SANTA ANA RIVER STORM FLOWS/DEVIATION STUDY: OCWD staff updated the Producers on key points that relate to storm flow capture. It is anticipated that the general public and the press will question why so much water is lost to the ocean. OCWD has been capturing storm flows since 1930; that was 11 years before Prado Dam was built. Currently, OCWD captures 100% of non-storm flows for recharge; additionally they can capture, on average, 50% of all storm flows. There are physical restrictions within the Santa Ana River that require the rubber dams to be deflated once storm flows exceed 1,000 CFS. The key to capturing additional storm flows is to raise the winter storage elevation at Prado Dam. OCWD and the Army Corps of Engineers are jointly working on this scenario.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UPDATE REGARDING NORTH BASIN GROUNDWATER REMEDIATION PROGRAM: Representatives of the USEPA provided an informational presentation on the status of their process to address groundwater contamination in the North Basin area, including community outreach efforts. The USEPA distributed a letter dated September 3, 2015, to the state Department of Toxic Substances Control and Santa Ana Regional Water Quality Control Board stating that the USEPA will assume lead agency responsibility to investigate the North Basin regional groundwater contamination and will initiate a remedial investigation/feasibility study (RI/FS) in the North Basin area. The procedures and steps to proceed with the RI/FS will be discussed, as well as participatory opportunities for OCWD and others.

GREEN ACRES PROJECT FUTURE DIRECTION: The District’s Green Acres Project (GAP) provides recycled water, primarily for irrigation purposes, to 99 sites in the cities of Newport Beach, Fountain Valley, Santa Ana, Mesa Water District, and the Orange County Sanitation District. In fiscal year 2014-15, approximately 4,320 acre-feet of water was served to these
customers. The GAP system began operating in 1991 and consists of a treatment plant, two reservoirs and 37 miles of District owned pipeline.

According to the presentation, the following questions in regards to the GAP system need to be answered:

- Should the District continue operating GAP?
- How should the GAP system be coordinated with the GWRS? Both projects are supplied by the same secondary treated wastewater from the Orange County Sanitation District.
- Should the District be allowing additional users to connect to the GAP system?
- What should the selling price of GAP water be?

LAST MONTH’S ISSUES

PROPOSITION 1 WATER RECYCLING GRANT FOR LA PALMA RECHARGE BASIN: The General Manager reported that OCWD has secured Grant Funding for $2.4M from Prop 1 funding. Funding was also procured from the State Water Resource Control Board with 1% interest for a 30 year loan.

UPCOMING ISSUES

- Groundwater Management
- MWD IRP
- Drought
- Poseidon
- North/South Basin

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS

None.
There are no support materials for this item.
REPORTS AND INFORMATION ITEMS:

15. REPORT OF THE GENERAL MANAGER:
REPORTS AND INFORMATION ITEMS:

16. DIRECTORS' REPORTS AND COMMENTS: