



*Dedicated to
Satisfying our Community's
Water Needs*

**AGENDA
MESA WATER DISTRICT
BOARD OF DIRECTORS
Wednesday, April 10, 2024
1965 Placentia Avenue, Costa Mesa, CA 92627
4:30 p.m. Regular Board Meeting**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Items Not on the Agenda: Members of the public are invited to address the Board regarding items which are not appearing on the posted agenda. Each speaker shall be limited to three minutes. The Board will set aside 30 minutes for public comments for items not appearing on the posted agenda.

Items on the Agenda: Members of the public shall be permitted to comment on agenda items before action is taken, or after the Board has discussed the item. Each speaker shall be limited to three minutes. The Board will set aside 60 minutes for public comments for items appearing on the posted agenda.

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

At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed as an Action Item, may be deliberated and may be subject to action by the Board.

CONSENT CALENDAR ITEMS:

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

1. Approve minutes of regular Board meeting of March 13, 2024.
2. Approve minutes of adjourned regular Board Meeting of March 19, 2024.
3. Approve minutes of regular Board meeting of March 27, 2024.
4. Approve attendance considerations (additions, changes, deletions).
5. Board Schedule:
 - Conferences, Seminars, and Meetings
 - Board Calendar
 - Upcoming Community Outreach Events

PRESENTATION AND DISCUSSION ITEMS:

6. ORANGE COUNTY WATER DISTRICT BRIEFING:

Recommendation: Receive the presentation.

7. PENSION & OTHER POST-EMPLOYMENT BENEFITS TRUST UPDATE:

Recommendation: Receive the presentation.



8. KEY MESSAGE: MESA WATER IS FISCALLY RESPONSIBLE AND FINANCIALLY STRONG:

Recommendation: Receive the presentation.

9. WORKFORCE OPTIMIZATION:

Recommendation: Direct staff to bring a draft Workforce Optimization statement to a future meeting.

ACTION ITEMS:

10. RULES AND REGULATIONS FOR WATER SERVICE:

Recommendation: Adopt Resolution No. 1593 Amending Mesa Water's Rules and Regulations for Water Service Superseding Resolution No. 1548.

11. FINANCIAL STANDARD OPERATING PROCEDURES:

Recommendation: Approve a contract amendment with Plante Moran, PLLC for \$175,000 to expand their consulting services to include an internal control assessment and the development of financial standard operating procedures.

REPORTS:

12. REPORT OF THE GENERAL MANAGER

13. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

14. SURPLUS ITEMS

15. TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

16. DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

CLOSED SESSIONS:

17. CONFERENCE WITH LABOR NEGOTIATOR:
Pursuant to California Government Code Section 54957.6(a)
District Negotiator: General Manager
Employee Organization: Represented and Non-Represented Employees

18. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION:
Pursuant to California Government Code Sections 54956.9(d)(4) and 54954.5(b)



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 call the District Secretary at (949) 631-1205. Notification 48 hours prior to the meeting will enable Mesa Water District (Mesa Water®) to make reasonable arrangements to accommodate your requests.

Members of the public desiring to make verbal comments using a translator to present their comments into English shall be provided reasonable time accommodations that are consistent with California law.

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

ADJOURN TO A REGULAR BOARD MEETING SCHEDULED FOR WEDNESDAY, APRIL 24, 2024 AT 4:30 P.M.



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**MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Wednesday, March 13, 2024
1965 Placentia Avenue, Costa Mesa, CA 92627
4:30 p.m. Regular Board Meeting**

CALL TO ORDER

The meeting of the Board of Directors was called to order at 4:39 p.m. by President Dewane.

PLEDGE OF ALLEGIANCE

Director Atkinson led the Pledge of Allegiance.

Directors Present

Shawn Dewane, President
Marice H. DePasquale, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, P.E., Director
James R. Fisler, Director

Directors Absent

None

Staff Present

Paul E. Shoenberger, P.E., General Manager
Denise Garcia, Chief Administrative Officer/
District Secretary
Marwan Khalifa, CPA, MBA, Chief Financial Officer/
District Treasurer
Andrew D. Wiesner, P.E., District Engineer
Tyler Jernigan, Water Operations Manager
Stacy Taylor, Water Policy Manager
Kaitlyn Norris, Public Affairs Specialist
Rob Anslow, Partner, Atkinson, Andelson, Loya, Ruud & Romo

Others Present

None

PUBLIC COMMENTS

President Dewane asked for public comments on items not on the agenda.

There was no public present and President Dewane proceeded with the meeting.

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

General Manager Shoenberger reported there were no items to be added, removed, or reordered on the agenda. There were no objections.

CONSENT CALENDAR ITEMS:

1. Approve minutes of regular Board meeting of February 14, 2024.
2. Approve attendance considerations (additions, changes, deletions).
3. Board Schedule:

- Conferences, Seminars, and Meetings
- Board Calendar
- Upcoming Community Outreach Events

MOTION

Motion by Vice President DePasquale, second by Director Fisler, to approve Items 1 – 3 of the Consent Calendar. Motion passed 5 – 0.

PRESENTATION AND DISCUSSION ITEMS:

4. DESIGNATED FUNDS POLICY:

GM Shoenberger provided an overview of the topic and introduced Chief Financial Officer Khalifa who proceeded with a presentation that highlighted the following:

- Strategic Plan Goals
- Financial Ratings
- Current Designated Funds Targets
- Current Designated Funds Amounts
- Current Designated Funds Amounts with Mesa Water Risk Retention Corporation (MWRRC)
- Proposed Designated Funds Targets (Mesa Water)
- Proposed Designated Funds Amounts
- Proposed Designated Funds Amounts with MWRRC
- Debt Service Coverage
- Recommendation

Mr. Khalifa responded to questions from the Board and they thanked him for the presentation.

MOTION

Motion by Director Bockmiller, second by President Dewane, to adopt Resolution No. 1590 Revising the Designated Funds Policy Superseding Resolution No. 1529. Motion passed 5 – 0, by the following roll call vote:

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

5. FINANCIAL MANAGEMENT INCREASED EFFICIENCIES:

GM Shoenberger introduced Chief Financial Officer Khalifa who proceeded with a presentation that highlighted the following:

- Strategic Plan Goals
- Financial Ratings
- Current Accounts
- Current Fee Structure
- Future Fee Structure

- Current Returns – One Year
- Expected Returns – One Year
- Fee & Return Comparison
- Recommendation

Mr. Khalifa responded to questions from the Board and they thanked him for the presentation.

MOTION

Motion by Director Atkinson, second by Vice President DePasquale, to direct staff to agendize at a future meeting a detailed plan to transition the Pension Trust, Other Post-Employment Benefits Trust, and General Reserves. Motion passed 5 – 0.

ACTION ITEMS:

6. METER READING SOFTWARE:

MOTION

Motion by President Dewane, second by Vice President DePasquale, to approve a change order with Plante Moran for \$83,125 to perform a meter reading software evaluation and provide implementation support; this work will be sub-contracted to E Source Companies, LLC, a professional utility consulting firm specializing in metering technology. Motion passed 5 – 0.

Recess

President Dewane declared a recess at 5:15 p.m.

7. MESA WATER DISTRICT IMPROVEMENT CORPORATION ANNUAL MEETING:

The Board meeting reconvened at 5:18 p.m.

REPORTS:

8. REPORT OF THE GENERAL MANAGER
9. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

10. DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3 (D)

President Dewane announced the Board was going into Closed Session at 5:36 p.m.

CLOSED SESSION:

11. PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6:
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
TITLE: GENERAL MANAGER

The Board returned to Open Session at 6:30 p.m.

GM Shoenberger announced that the Board conducted a Closed Session with the General Manager pursuant to California Government Code Section 54957.6. The Board received information and there was no further announcement.

President Dewane adjourned the meeting at 6:31 p.m. to an Adjourned Regular Board Meeting scheduled for Tuesday, March 19, 2024 at 3:30 p.m.

Approved:

Shawn Dewane, President

Denise Garcia, District Secretary

Recording Secretary: Sharon D. Brimer



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**MINUTES OF THE BOARD OF DIRECTORS
MESA WATER DISTRICT
Tuesday, March 19, 2024
1965 Placentia Avenue, Costa Mesa, CA 92627
3:30 p.m. Adjourned Regular Board Meeting**

CALL TO ORDER

The meeting of the Board of Directors was called to order at 3:30 p.m. by President Dewane.

PLEDGE OF ALLEGIANCE

Director Bockmiller led the Pledge of Allegiance.

Directors Present

Shawn Dewane, President
Marice H. DePasquale, Vice President
Jim Atkinson, Director
Fred R. Bockmiller, P.E., Director
James R. Fisler, Director

Directors Absent

None

Staff Present

Paul E. Shoenberger, P.E., General Manager
Denise Garcia, Chief Administrative Officer/
District Secretary
Marwan Khalifa, CPA, MBA, Chief Financial Officer/
District Treasurer
Andrew D. Wiesner, P.E., District Engineer
Tyler Jernigan, Water Operations Manager
Stacy Taylor, Water Policy Manager
Kurt Lind, Business Administrator
Kaitlyn Norris, Public Affairs Specialist
Hester "Fritz" Petropoulos, M.Ed., Water Use Efficiency and
Education Coordinator

Others Present

None

PUBLIC COMMENTS

President Dewane asked for public comments.

There was no public present and President Dewane proceeded with the meeting.

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

General Manager Shoenberger reported there were no items to be added, removed, or reordered on the agenda. There were no objections.

ACTION ITEMS:

1. REGIONAL WATER ISSUES:

GM Shoenberger provided an overview of the topic and introduced District Engineer Wiesner who proceeded with a presentation that highlighted the following:

- Interagency Water Transfers
- What is the Need?
- Potential Regulatory Issues
- How much can Mesa Water Supply?
- Potential Savings
- Recommendation

Discussion ensued amongst the Board.

MOTION

Motion by Director Bockmiller, second by Vice President DePasquale, to approve funding a study and authorizing up to 50% of \$150,000 to further investigate providing the City of Huntington Beach with groundwater. Motion passed 5 – 0.

District Engineer Wiesner proceeded with a presentation that highlighted the following:

- OC-44 Pipeline Update
- Pros and Cons
- OC-44
- OC-44 Profile
- Recommendation

Discussion ensued amongst the Board.

The Board directed staff to initiate an exploratory conversation with City of Huntington Beach staff regarding the OC-44 Pipeline.

District Engineer Wiesner proceeded with a presentation that highlighted the following:

- New Local Water Supply Feasibility Study: Local groundwater Supply Improvement Project (Local SIP)
- Potential Source Locations
- Santa Ana River Cross Section
- TDS Contour Map – Layer 1
- Grant Funding and Project Partners
- Mesa Water Supply – Local SIP

Discussion ensued amongst the Board.

Mr. Wiesner responded to questions from the Board and they thanked him for the presentation.

2. DISTRICT CAPITAL EXPECTATIONS:

GM Shoenberger provided an overview of the topic and introduced District Engineer Wiesner who proceeded with a presentation that highlighted the following:

- Well Automation Project
- Capital Improvement Program Renewal
- 2024 Water Master Plan Update
- Mainline Valve Replacement and Cathodic Protection Repair
- Routine Capital Program
- Pipeline Integrity Program
- Funding

Mr. Wiesner responded to questions from the Board and they thanked him for the presentation.

3. FIVE-YEAR VISION PLAN FOR MESA WATER EDUCATION CENTER:

GM Shoenberger provided an overview of the topic and introduced Water Use Efficiency and Education Coordinator Petropoulos who proceeded with a presentation that highlighted the following:

- Overview
- Years One and Two:
 - Objective: 50 – 75 field trips and tours/annually
- Years Three to Five:
 - Objective: 100 + field trips and tours/annually

Ms. Petropoulos responded to questions from the Board and they thanked her for the presentation.

4. FISCAL YEAR 2025 STRATEGIC PLANNING SESSION:

GM Shoenberger introduced the topic.

Discussion ensued amongst the Board.

Staff was directed to create a draft Fiscal Year 2025 Strategic Plan and bring it back to the Board at a future meeting.

5. BUSINESS IMPROVEMENT PROCESS:

MOTION

Motion by Director Bockmiller, second by President Dewane, to adopt Resolution 1591 Formalizing the Business Improvement Process. Motion passed 5 – 0, by the following roll call vote:

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

6. DISTRICT MEMBERSHIPS AND SPONSORSHIPS:

GM Shoenberger provided an overview of the topic.

Discussion ensued amongst the Board.

MOTION

Motion by Director Bockmiller, second by President Dewane, to approve staff's recommendations to the District Memberships and Sponsorships, with the following modifications:

- District Memberships:
 - Keep Costa Mesa Chamber of Commerce, Newport Beach Chamber of Commerce, and Orange County Farm Bureau.
- Sponsorships:
 - Keep Save Our Youth (SOY) and Vanguard University Christmas.
 - Remove League of California Cities.

Motion passed 5 – 0.

REPORTS:

7. REPORT OF THE GENERAL MANAGER

8. DIRECTORS' REPORTS AND COMMENTS

President Dewane announced the Board was going into Closed Session at 5:24 p.m.

CLOSED SESSION:

9. CONFERENCE REGARDING CYBER SECURITY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957 (a):

The Board will meet in Closed Session regarding cyber security risks and protections.

The Board returned to Open Session at 5:58 p.m.

District Secretary Garcia announced that the Board conducted a Closed Session with the General Manager, District Secretary, District Engineer, Water Operations Manager, Water Policy Manager, Business Administrator, Public Affairs Specialist, and Water Use Efficiency and Education Coordinator pursuant to California Government Code Section 54957 (a).

The Board received information and there was no further announcement.

President Dewane adjourned the meeting at 5:59 p.m. to a Regular Board Meeting scheduled for Wednesday, March 27, 2024 at 4:30 p.m.

Approved:

Shawn Dewane, President

Denise Garcia, District Secretary

Recording Secretary: Sharon D. Brimer

Unapproved

4. Receive and file the Water Quality Call Report.
5. Receive and file the Accounts Paid Listing.
6. Receive and file the Monthly Financial Reports.
7. Receive and file the Outreach Update.

MOTION

Motion by Director Bockmiller, second by Vice President DePasquale, to approve Items 1 – 7 of the Consent Calendar. Motion passed 5 – 0.

PRESENTATION AND DISCUSSION ITEMS:

None.

ACTION ITEMS:

8. ORANGE COUNTY LOCAL AGENCY FORMATION COMMISSION REGULAR SPECIAL DISTRICT MEMBER SEAT ELECTION:

MOTION

Motion by President Dewane, second by Vice President DePasquale, to approve the nomination of James R. Fislser to the regular special district member seat on the Orange County Local Agency Formation Commission and authorize President Shawn Dewane to be the voting delegate and Vice President Marice H. DePasquale as the alternate for the Special District Member Seat Election. Motion passed 5 – 0.

9. MESA WATER DISTRICT'S POLICY POSITIONS AND POLICY PLATFORMS:

Water Policy Manager Taylor provided an overview of the topic.

GM Shoenberger and Ms. Taylor responded to questions from the Board and they thanked them for the information.

MOTION

Motion by Director Bockmiller, second by Vice President DePasquale, to approve the proposed updates to Mesa Water District's Policy Positions and Policy Platforms, with modifications. Motion passed 5 – 0.

10. DISTRICT FACILITY USE POLICY:

GM Shoenberger provided an overview of the topic.

Discussion ensued amongst the Board.

GM Shoenberger responded to questions from the Board and they thanked him for the information.

MOTION

Motion by Director Bockmiller, second by Vice President DePasquale , to adopt Resolution No. 1592 Adopting a District Facility Use Policy, Superseding Resolution No. 1135, with modifications. Motion passed 5 – 0, by the following roll call vote:

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

REPORTS:

11. REPORT OF THE GENERAL MANAGER:
 - February Key Indicators Report
12. DIRECTORS' REPORTS AND COMMENTS

INFORMATION ITEMS:

13. FEDERAL ADVOCACY UPDATE
14. STATE ADVOCACY UPDATE
15. ORANGE COUNTY UPDATE

President Dewane adjourned the meeting at 5:13 p.m. to a Regular Board Meeting scheduled for Wednesday, April 10, 2024 at 4:30 p.m.

Approved:

Shawn Dewane, President

Denise Garcia, District Secretary

Recording Secretary: Sharon D. Brimer



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MEMORANDUM

TO: Board of Directors
FROM: Denise Garcia, Chief Administrative Officer
DATE: April 10, 2024
SUBJECT: Attendance at Conferences, Seminars, Meetings, and Events

RECOMMENDATION

In accordance with Ordinance No. 35, adopted March 22, 2023, authorize attendance at conferences, seminars, meetings, and events.

STRATEGIC PLAN

- Goal #1: Provide an abundant, local, reliable and safe water supply.
- Goal #2: Perpetually renew and improve our infrastructure.
- Goal #3: Be financially responsible and transparent.
- Goal #4: Increase favorable opinion of Mesa Water.
- Goal #5: Attract, develop and retain skilled employees.
- Goal #6: Provide excellent customer service.
- Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION/DISCUSSION

At its June 14, 2023 meeting, the Board of Directors (Board) approved Fiscal Year 2024 attendance at Conferences, Seminars, Meetings, and Events.

DISCUSSION

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

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

2024 CONFERENCES, SEMINARS, AND MEETINGS:

April 7 - 9, 2024	
CMUA Annual Conference	<i>FB</i>
Monterey, CA	
April 7 - 10, 2024	
AWWA CA-NV Annual Spring Conference	
Anaheim, CA	
April 10, 2024	
ACWA Legislative Symposium	
Sacramento, CA	
April 10, 2024	
MWDOC Elected Officials Forum	
MWDOC Boardroom	
May 7 - 9, 2024	
ACWA JPIA Spring Conference	<i>JA, FB</i>
Sacramento, CA	
May 21 - 22, 2024	
CSDA Legislative Days	
Sacramento, CA	
June 3 - 21, 2024	
Harvard Senior Executives in State and Local Government	
Cambridge, MA	
June 10 - 13, 2024	
AWWA ACE24 Conference	<i>JA</i>
Anaheim, CA	
August 21 - 23, 2024	
Urban Water Institute Annual Conference	<i>JA</i>
San Diego, CA	
September 9 - 12, 2024	
CSDA Annual Conference	
Indian Wells, CA	
September 17 - 18, 2024	
P3 Water Summit	
San Diego, CA	
October 3 - 4, 2024	
H2O Women Conference	<i>MD</i>
Santa Barbara, CA	
October 5 - 9, 2024	
WEFTEC Conference	
New Orleans, LA	
October 16, 2024	
CALAFCO Annual Conference	
Fish Camp, CA	
October 20 - 23, 2024	
AWWA CA-NV Annual Fall Conference	
Reno, NV	

April 2024

April 2024							May 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 31	Apr 1 8:30am MWDOC Planning & Operations Committee Meeting (IN PERSON & https://zoom.us/j/882)	2 7:30am ISDOC Executive Committee Meeting 8:00am R/S to 4/9 - OCBC Infrastructure 6:00pm Costa Mesa City Council Meeting (IN PERSON)	3 8:30am Jt. MWDOC/MWD 12:00pm Executive Committee Meeting 5:30pm OCWD Board Meeting (IN PERSON)	4 Pay Period Ends 12:00pm OCWD Communications/Legislative (IN PERSON & VIRTUAL)	5 7:30am WACO (VIRTUAL)	6
7	8 5:00pm IRWD Board Meeting (IN PERSON) 5:00pm GWRS Steering Committee (IN PERSON)	9 8:00am R/S from 4/2 - OCBC Infrastructure Committee Meeting (2 Park Plaza, Suite 100)	10 8:15am LAFCO Meeting 8:30am MWDOC Admin 12:00pm OCWD Water 4:30pm Board Meeting 6:00pm MWDOC Elected	11 Pay Period Ends 12:00pm OCWD Admin & Finance (IN PERSON & VIRTUAL)	12	13
14	15	16 7:30am WACO Planning Committee Meeting (VIRTUAL) 6:00pm Costa Mesa City Council Meeting (IN PERSON & VIRTUAL)	17 8:30am MWDOC Board Meeting (IN PERSON) 3:00pm R/S to ? - Costa Mesa Chamber of Commerce 5:30pm OCWD Board Meeting (IN PERSON)	18 Pay Period Ends 8:30am MWDOC Executive Committee (IN PERSON & VIRTUAL)	19	20
21	22 5:00pm IRWD Board Meeting (IN PERSON & VIRTUAL)	23	24 Payday 8:30am Jt. MWDOC/OCWD (IN PERSON) 11:00am Costa Mesa 2024 State of the City 4:30pm Board Meeting	25 Pay Period Ends 11:30am ISDOC Quarterly Event (MWDOC/OCWD Joint Boardroom)	26	27
28	29	30	May 1	2	3	4

May 2024

May 2024							June 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Apr 28	29	30	May 1 8:30am Jt. MWDOC/MWD Workshop (IN PERSON & VIRTUAL) 5:30pm OCWD Board Meeting (IN PERSON & VIRTUAL)	2 Pay Period Ends 12:00pm OCWD Communications/Legislative (IN PERSON & VIRTUAL)	3 7:30am WACO (VIRTUAL)	4
5	6 8:30am MWDOC Planning & Operations Committee Meeting (IN PERSON & VIRTUAL)	7 ACWA Spring Conference (Sacramento) 7:30am ISDOC Executive Committee Meeting (VIRTUAL) 6:00pm Costa Mesa City Council Meeting (IN PERSON & VIRTUAL)	8 Payday 8:15am LAFCO Meeting (400 W Civic Center) 8:30am MWDOC Admin Meeting 12:00pm OCWD Water Committee Meeting	9 Pay Period Ends	10	11
12	13 5:00pm IRWD Board Meeting (IN PERSON & VIRTUAL)	14 9:00am ACC-OC Energy, Environment and Water Committee Meeting (VIRTUAL)	15 8:30am MWDOC Board Meeting (IN PERSON) 12:00pm Executive Committee Meeting 3:00pm R/S to ? - Costa Mesa 5:30pm OCWD Board Meeting	16 Pay Period Ends 8:30am MWDOC Executive Committee (IN PERSON & VIRTUAL)	17 8:00am City/Districts Liaison Committee Meeting (2985 Bear Street, Costa Mesa, CA 92626)	18
19	20	21 CSDA Legislative Days (Sacramento, CA) 7:30am WACO Planning Committee Meeting (VIRTUAL) 6:00pm Costa Mesa City Council Meeting (IN PERSON & VIRTUAL)	22 Payday 4:30pm Board Meeting (Boardroom)	23 Pay Period Ends	24	25
26	27 District Holiday 5:00pm IRWD Board Meeting (IN PERSON & VIRTUAL)	28	29	30 Pay Period Ends	31	Jun 1

June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3 8:30am MWDOC Planning & Operations Committee Meeting	4 7:30am ISDOC Executive Committee Meeting 8:00am OCBC 6:00pm Costa Mesa City	5 Payday 8:30am Jt. 12:00pm Executive 5:30pm OCWD Board	6 Pay Period Ends 12:00pm OCWD Communications/Legislative (IN PERSON & VIRTUAL)	7 7:30am WACO (VIRTUAL)	8
9	10 5:00pm IRWD Board Meeting (IN PERSON & VIRTUAL)	11 AWWA ACE24 Conference (Anaheim, CA)		12 8:15am LAFCO Meeting 8:30am MWDOC Admin 12:00pm OCWD Water	13 Pay Period Ends	14
16	17	18 7:30am WACO Planning Committee Meeting 6:00pm Costa Mesa City Council Meeting (IN PERSON & VIRTUAL)	19 Payday 8:30am MWDOC Board 3:00pm Costa Mesa 5:30pm OCWD Board	20 Pay Period Ends 8:30am MWDOC Executive Committee (IN PERSON & VIRTUAL)	21	22
23	24 5:00pm IRWD Board Meeting (IN PERSON & VIRTUAL)	25	26 4:30pm Board Meeting (Boardroom)	27 Pay Period Ends	28	29
30	Jul 1	2	3	4	5	6



UPCOMING COMMUNITY OUTREACH EVENTS

Event	Date & Time	Location
City of Costa Mesa Earth Day Celebration	Saturday, April 20, 2024 10:00 a.m. – 2:00 p.m.	City of Costa Mesa City Hall 77 Fair Drive Costa Mesa, CA 92626
Institute for Conservation Research and Education (ICRE) Student Poster Symposium	Wednesday, May 29, 2024 5:30 – 7:30 p.m.	Mesa Water District Boardroom 1965 Placentia Avenue Costa Mesa, CA 92627



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MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: April 10, 2024
SUBJECT: Orange County Water District Briefing

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #1: Provide an abundant, local, reliable and safe water supply.
Goal #3: Be financially responsible and transparent.
Goal #4: Increase favorable opinion of Mesa Water.
Goal #7: Actively participate in regional and statewide water issues.

DISCUSSION

At the request of the Board of Directors, the Orange County Water District has presented briefings since 2003.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.



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MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa, CPA, MBA, Chief Financial Officer
DATE: April 10, 2024
SUBJECT: Pension & Other Post-Employment Benefits Trust Update

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

At its April 10, 2014 meeting, the Board of Directors (Board) approved the selection of Public Agency Retirement Services (PARS) as a third party Other Post-Employment Benefits (OPEB) Trust provider and funded the trust with annual \$250,000 contributions over four years.

At its June 16, 2014 meeting, the Finance Committee directed staff to invest \$150,000 by June 30, 2014 into the OPEB Trust and the remaining \$100,000 within the succeeding three months.

At its July 10, 2014 meeting, the Board approved an investment strategy of Capital Appreciation and selection of an Active Portfolio Management Strategy for Mesa Water's OPEB Trust.

At its April 17, 2017 meeting, the Finance Committee received an update on the OPEB Trust performance and Pension Stabilization Fund.

At its June 8, 2017 meeting, the Board adopted Resolution No. 1499 Adoption of the Public Agencies Post-Employment Benefits Trust Administered by PARS; appointed the District Treasurer as Mesa Water's Plan Administrator; authorized the Plan Administrator to execute an Agreement for Administrative Services and other documents necessary to implement and administer the Public Agencies Post-Employment Benefits Trust (Program); and authorized the Plan Administrator to move assets currently in the Public Agencies Post-Retirement Health Care Plan Trust to the OPEB Account established in the name of Mesa Water District under the Public Agencies Post-Employment Benefits Trust.

Since 2020, the Board has received an annual update on the Pension & OPEB Trust.

DISCUSSION

Mesa Water District (Mesa Water®), at the direction of its Board, established an OPEB Trust and Pension Rate Stabilization Trust to set aside the funds necessary to pay for future OPEB and Pension liability payments. This decision has significantly reduced the District's OPEB liability and eliminated the District's Pension liability.



The OPEB trust to pre-fund Other Post-Employment Benefits was established in June 2014.

- Since it was established, the District has funded the OPEB Trust with \$1,550,000 over nearly ten fiscal years.
- These funds have grown through the investment in the Capital Appreciation HighMark Plus investment account to \$2,340,535 (approximately 60.4%) as of February 29, 2024 (Attachment A).
- In Fiscal Year 2024, Mesa Water received a distribution of \$145,712 which covered OPEB expenses in Fiscal Years 2022 and 2023.
- Additionally, Mesa Water has not distributed any money for OPEB payments as of February 29, 2024 (Attachment A).
- Staff intends to take distributions at the end of June 2024 to cover any OPEB expenses for this fiscal year.
- The total OPEB liability as of June 30, 2022 is \$1,676,086 - resulting in a Net OPEB Plan Asset of \$664,449 as of February 29, 2024.

The Defined Benefit Pension Plan trust to pre-fund Pension Liability was established in June 2017.

- Since it was established, the District, with direction from the Board, has funded the Pension Trust with \$13,000,000 in \$1MM increments over thirteen months.
- These funds have increased through the investment in the Capital Appreciation HighMark Plus investment account over nearly seven years to \$15,015,850 (approximately 45.4%) as of February 29, 2024.
- In Fiscal Years 2019, 2020, 2021, 2022, and 2023 Mesa Water distributed \$531,042, \$517,312, \$795,933, \$945,887, and \$1,092,047 respectively, to pay CalPERS the annual pension payment.
- Additionally, Mesa Water has not distributed any money for CalPERS pension payments as of February 29, 2024 (Attachment A).
- Staff intends to take distributions at the end of June 2024 to cover the twelve CalPERS pension payments for this fiscal year.
- The total Defined Benefit Pension Plan liability as of June 30, 2022 is \$16,361,846, resulting in a Net Pension Plan Liability of \$1,345,996 as of February 29, 2024.

FINANCIAL IMPACT

Increased potential investment returns for long-term reductions in the District's pension expense and pension liability.

ATTACHMENTS

Attachment A: PARS OPEB and Pension Trust Contributions and Earnings Detail

PARS OPEB AND PENSION TRUST CONTRIBUTIONS AND EARNINGS DETAIL

PARS OPEB TRUST

Date	Beginning Balance	Contributions	Disbursements	Investment Gain (Loss)	PARS Expenses	Ending Balance	1 Year Return	
							PARS ¹	CALPERS ²
6/30/2014	-	150,000	-	0	-	150,000	N/A	18.40%
6/30/2015	150,000	350,000	-	14,385	(4,359)	510,025	5.66%	2.40%
6/30/2016	510,025	250,000	-	(3,104)	(5,072)	751,849	-1.70%	0.60%
6/30/2017	751,849	250,000	-	135,762	(6,367)	1,131,243	15.56%	11.20%
6/30/2018	1,131,243	-	-	113,337	(6,991)	1,237,589	10.05%	8.60%
6/30/2019	1,237,589	-	-	81,003	(6,279)	1,312,312	6.56%	6.70%
6/30/2020	1,312,312	110,000	-	27,415	(6,904)	1,442,823	1.92%	4.70%
6/30/2021	1,442,823	110,000	-	506,326	(8,411)	2,050,739	33.11%	21.30%
6/30/2022	2,050,739	110,000	-	(313,411)	(9,798)	1,837,531	-14.56%	-6.10%
6/30/2023	1,837,531	110,000	-	218,398	(9,565)	2,156,364	11.58%	5.80%
2/29/2024	2,156,364	110,000	(145,712)	226,725	(6,842)	2,340,535	17.81%	NA
		1,550,000	(145,712)	1,006,835	(70,588)			

¹ Source: PARS Statements, return stated net of PARS expenses.

² Source: CALPERS Website, return stated net of expenses.

PARS PENSION TRUST

Date	Beginning Balance	Contributions	Disbursements	Investment Gain (Loss)	PARS Expenses	Ending Balance	1 Year Return	
							PARS ¹	CALPERS ²
6/30/2018	-	12,000,000	-	308,740	(30,617)	12,278,123	7.96%	8.60%
6/30/2019	12,278,123	1,000,000	(531,042)	845,616	(64,636)	13,528,061	6.59%	6.70%
6/30/2020	13,528,061	-	(517,312)	244,221	(66,170)	13,188,800	1.83%	4.70%
6/30/2021	13,188,800	-	(795,933)	4,293,719	(71,031)	16,615,556	33.50%	21.30%
6/30/2022	16,615,556	-	(945,887)	(2,318,306)	(73,708)	13,277,654	-14.70%	-6.10%
6/30/2023	13,277,654	-	(1,092,047)	1,497,063	(65,210)	13,617,460	11.50%	5.80%
2/29/2024	13,617,460	-	-	1,442,481	(44,091)	15,015,850	17.64%	NA
		13,000,000	(3,882,221)	6,313,534	(415,463)			

¹ Source: PARS Statements, return stated net of PARS expenses.

² Source: CALPERS Website, return stated net of expenses.



*Dedicated to
Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Kaitlyn Norris, Public Affairs Specialist
DATE: April 10, 2024
SUBJECT: Key Message: Mesa Water is Fiscally Responsible and Financially Strong

RECOMMENDATION

Receive the presentation.

STRATEGIC PLAN

Goal #4: Increase favorable opinion of Mesa Water.
Goal #6: Provide excellent customer service.

PRIOR BOARD ACTION

None.

DISCUSSION

Mesa Water District's (Mesa Water®) outreach program aims to connect Mesa Water with its constituents to achieve Goal #4 of the Board of Directors' (Board) Strategic Plan. Outreach activities include educating and informing the District's constituents about Mesa Water, water issues, and water in general.

As part of Mesa Water's outreach program, Public Affairs staff is providing quarterly key message education for employees and the Board. This educational tool helps the organization communicate with one voice, so that all employees and Board members are saying the same thing when talking with customers and constituents. Key messages should be used in all communications, where applicable, including but not limited to written materials, presentations, meetings, media interviews and verbal communication.

FINANCIAL IMPACT

In Fiscal Year 2024, \$906,450 is budgeted for Public Affairs Support Services; \$620,450 has been spent to date.

ATTACHMENTS

None.



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MEMORANDUM

TO: Board of Directors
FROM: Paul E. Shoenberger, P.E., General Manager
DATE: April 10, 2024
SUBJECT: Workforce Optimization

RECOMMENDATION

Direct staff to bring a draft Workforce Optimization statement to a future meeting.

STRATEGIC PLAN

- Goal #1: Provide an abundant, local, reliable and safe water supply.
- Goal #2: Perpetually renew and improve our infrastructure.
- Goal #3: Be financially responsible and transparent.
- Goal #4: Increase favorable opinion of Mesa Water.
- Goal #5: Attract, develop and retain skilled employees.
- Goal #6: Provide excellent customer service.
- Goal #7: Actively participate in regional and statewide water issues.

PRIOR BOARD ACTION

None.

DISCUSSION

Mesa Water District's (Mesa Water®) long history has been built on the talent, creativity and hard work of its people. The right mix of people creates a strong organizational culture essential to achieving Goal #5 of the Board's Strategic Plan – attracting, developing and retaining skilled employees. Currently, Mesa Water's commitment to optimizing its workforce consists of:

- Ensuring an expansive talent pool by recruiting candidates over a multitude of diverse sources
- Limiting hurdles that could discourage applicants
- Consistent blind reading of applications
- Building a selection process that is based on job relevant criteria only, resulting in the most qualified hire
- Providing compensation and benefits that attract top talent
- Creating an Elite Onboarding Program
- Establishing an employee evaluation process at the 3-,6-,9- and 12-month markers
- Early identification of talent, execution of development plans, and timely promotions
- Promoting from within the organization
- Offering opportunities for career development including a substantive Tuition Reimbursement program, presentation training, elite customer service training, and access to professional development conference and webinars
- Conducting bi-annual employee engagement surveys



These processes have created:

1. A workforce that reflects the community we serve and in which Mesa Water operates; and
2. A dynamic environment where each employee can be the best version of themselves.

Workforce optimization also provides a variety of organizational benefits including, but not necessarily limited to, the following:

- Innovation -- employees that bring a variety of experiences, ideas and perspectives can foster organizational creativity and innovation, thus contributing to Mesa Water's vision of being a top-performing water agency;
- Customer, Community and Public Service -- an optimized workforce can help Mesa Water staff to better understand, serve, communicate with, and connect with community members and customers;
- Recruitment, Retention and Engagement -- an optimized workforce can contribute to employees feeling more respected, supported, welcomed and valued, thus improving job loyalty and satisfaction; and
- Legislative/Regulatory Compliance, Risk Mitigation, and Funding Opportunities -- an optimized workforce can help to mitigate the risk (and costs) of human resources claims and ensure Mesa Water's compliance with potential future State and/or Federal human resources mandates imposed on public agencies; also, there could be future funding opportunities to assist government agencies on workforce optimization efforts, as well as possibly preferential funding consideration for agencies that show a commitment to such efforts.

Moving forward, staff recommends creating a workforce optimization program that expands upon and ultimately measures the aforementioned processes and benefits. The first step in creating such a program is adopting a Workforce Optimization statement; staff recommends that the Board direct staff to bring back to a future meeting a draft Workforce Optimization statement.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.



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Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Andrew D. Wiesner, P.E., District Engineer
DATE: April 10, 2024
SUBJECT: Rules and Regulations for Water Service

RECOMMENDATION

Adopt Resolution No. 1593 Amending Mesa Water District's Rules and Regulations for Water Service Superseding Resolution No. 1548.

STRATEGIC PLAN

Goal #1: Provide an abundant, local, reliable and safe water supply.
Goal #2: Perpetually renew and improve our infrastructure.
Goal #6: Provide outstanding customer service.

PRIOR BOARD ACTION/DISCUSSION

None.

BACKGROUND

Mesa Water District (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 the District will provide water service to its customers, each parties rights and responsibilities, and methodology of resolving disputes.

DISCUSSION

Over the past few years, Mesa Water's service area has seen a significant increase in the construction of Accessory Dwelling Units (ADUs) leading to a rise in the number of customer projects requiring plan check. In addition, many ADU projects have not been required to add fire protection systems by the Fire Marshal. To help Mesa Water administer customer projects, two amendments to Mesa Water's existing Rules and Regulations for Water Service are proposed:

1. **Section 4.1.1 Plan Check Process** – This section was updated to add language regarding a time limit for customer projects to complete the plan check process.
2. **Section 4.2.6 Size, Location and Installation of Water Services** – This section was updated to remove language regarding a minimum size requirement for residential meter installations.

LEGAL REVIEW

Mesa Water's Legal Counsel – Atkinson, Andelson, Loya, Ruud & Romo – has reviewed the draft resolution and recommends Board approval.



FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment A: Draft Resolution No. 1593
Attachment B: Resolution No. 1548, Redline

RESOLUTION NO. 1593

RESOLUTION OF THE MESA WATER DISTRICT BOARD OF DIRECTORS AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE SUPERSEDING RESOLUTION NO. 1548

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of the laws of the State of California (State or California); and

WHEREAS, Mesa Water has established its Rules and Regulations for Water Service (Rules and Regulations) concerning the sale, distribution and use of water, and related matters, pursuant to the provisions of California Water Code Sections 31000, 31001 and 31024; and

WHEREAS, the Mesa Water Board of Directors (Board) has determined that it is appropriate at this time to provide for certain amendments to the Rules and Regulations; and

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

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. The amendments to the Rules and Regulations shall be effective immediately upon the adoption of this Resolution by the Board.
- Section 2.** Except as set out in Section 1, above, the Rules and Regulations are not otherwise amended or revised.
- Section 3.** Mesa Water Resolution No. 1548 is superseded by the adoption of this Resolution.
- Section 4.** Mesa Water employees 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 10th day of April 2024 by the following roll call vote.

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

Shawn Dewane
President, Board of Directors

Denise Garcia
District Secretary

DRAFT

RESOLUTION NO. 1593

ATTACHMENT A

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING RESOLUTION NO. 1548**

Rules and Regulations for Water Service

Amended April 10, 2024



Rules and Regulations for Water Service

Adopted on April 10, 2024

DRAFT

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SECTION 1 – GENERAL

1.1 INTRODUCTION

Mesa Water District (Mesa Water® or District) was formed on January 1, 1960, under the provisions of the Costa Mesa Merger Law being Water Code Sections 33200 and following, a special act of the California Legislature, which was enacted in 1959. Mesa Water District is a county water district operating pursuant to the County Water District Law. The Board, as authorized by Sections 31000, 31001, 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 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 – shall mean 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 the General Manager's Designee(s) 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 Form – 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 New Service Permit – shall mean the Application for New Service Form becomes a permit when approved and validated by Mesa Water.

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 – shall mean American Water Works Association.

AWWA Guidelines – shall mean the latest versions of “*Guidelines for Distribution of Non-Potable 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 distribution pipes of the Potable Water System from any source or sources other than Mesa Water’s sources.

Backflow Prevention Assembly – shall mean a specially designed and certified Reduced Pressure Principle Backflow Prevention Assembly and the Double Check Valve Assembly, that is used in protecting the Potable Water System from contamination that originated downstream of the assembly.

Basic Charge – shall mean a fixed Rate or charge imposed by Mesa Water for readiness-to-serve Water on a periodic basis based on meter or service size, as applicable, as set forth in the Water Rate and Charge Schedule.

Billing Unit – shall mean the unit of Water used to apply Water Rates for purposes of calculating Water Charges for Water usage. Mesa Water’s Billing Unit is currently equal to 100 cubic feet of Water.

Board or Board of Directors – 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 or Charge 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.

Charges – shall mean the accumulation of any and all applicable Fees, Rates, Basic Charge(s), Usage Charge(s), and other amounts due pursuant these Rules and Regulations, or as otherwise directed by Mesa Water, chargeable to the Customer of Record or other person or party, as shall be applicable.

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) – shall mean the local health agency responsible for onsite public health issues covering Mesa Water’s service area.

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 device(s), or other device(s) 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 Agent – shall mean any person, persons, firm, corporation, association, or agency that has power of attorney or other written authorization from the Customer of Record, provided to Mesa Water, to act on their behalf.

Customer Control Valve – shall mean a valve meeting the requirements of the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities, installed on the outlet side of a Water meter.

Customer of Record – shall mean the person or 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.

Customer Records – shall mean records described within California Government Code Section 6254.16.

DC or DCV – shall mean a Double Check Valve Assembly, which is a Backflow Prevention Assembly used to protect against a non-health hazard (pollutant).

DCDA – shall mean a Double Check Detector Assembly with a parallel meter arrangement, equipped with an approved Double Check Valve Assembly, to detect unauthorized use of Water.

Delinquent Fee – shall mean a Fee assessed on any bill or invoice in which the payment was not received by the due date, as set forth in the Water Rate and Charge Schedule.

Deposit – shall mean any money held by Mesa Water for the purpose of guaranteeing payment of money owed to the District 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 deposit or 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.

District Agent or District Designee – shall mean any person, persons, firm, corporation, association, or agency that has obtained written authorization from the General Manager or Board of Directors to represent Mesa Water or act on the District's behalf.

District Engineer – shall mean the duly approved and acting District Engineer of the Mesa Water District or an authorized designee.

District Water System – shall mean the entirety of the Mesa Water owned and controlled Water system, inclusive of the Potable Water System and Recycled Water System, inclusive of all appurtenances and attachments thereto, up to and including the Point of Connection.

Division of Drinking Water (DDW) – shall mean the primary State agency (the State Water Resources Control Board) responsible for protection of public health and the regulation of drinking Water. The California Legislature has defined several specific regulatory responsibilities of DDW related directly or indirectly to Recycled Water use activities.

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.

Due Date – shall mean the date a bill or invoice is due. If not paid by the stated Due Date a bill or invoice becomes delinquent.

Fee – shall mean any amount of money imposed or required by Mesa Water to a Customer of Record or other person or party, as applicable: (i) for Mesa Water employees to perform a service; (ii) as a penalty (which may include assessed penalties resulting from a Violation); and/or (iii) to recoup costs, each as stated in the Water Rate and Charge Schedule or other Fee schedule adopted by Mesa Water. Fees shall include, but are not limited to, those Charges imposed by Mesa Water on its Customers for services based on a fixed schedule for the particular Fee or Charge, generally not tied to a specific volume of use and thus independent of Rates. Examples of Fees include, but are not limited to, plan check and construction inspection Fees and Final Notice Fees.

Final Notice Fee(s) – shall mean a Fee assessed on any bill, after the bill has been in arrears, prior to termination of service in the event payment was not received by the due date, as stated in the Water Rate and Charge Schedule.

General Manager or Designee – shall mean the duly appointed and acting General Manager, interim General Manager or equivalent officer appointed by the Board of Directors of Mesa Water District.

General Public – shall mean any person(s) at large who may come in contact with facilities 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).

Irrigation Use – shall mean an Approved Use of Potable Water or Recycled Water for

landscape, horticultural, or agricultural irrigation. Irrigation Use for Recycled Water is defined under Title 22 of the California Code of Regulations.

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

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

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

Mesa Water or District – shall mean the Mesa Water District or authorized District 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 Office or Office – shall mean the Mesa Water business office - 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 Assembly within a 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.

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.

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 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 Assembly. 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.

Presentation Date or Billed Date – shall mean the date a bill or invoice is generated. The Presentation Date will generally be printed on the bill or invoice.

Purple Color – shall mean the color Pantone 512 or approved equal that is used to identify aboveground equipment using 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 or other designee as assigned by the District Engineer.

Rate(s) – shall mean the Basic Charge and/or the Usage Charge, as shall be applicable.

RPDA – shall mean a line-sized approved Reduced Pressure Principle Detector Assembly with a parallel meter arrangement, equipped with an approved Reduced Pressure Principal Assembly, to detect unauthorized use of Water.

RPP or RPPD – shall mean a Reduced Pressure Principal Assembly, which is a Backflow Prevention Assembly used to protect against a non-health hazard (pollutant) or a health hazard (contaminant).

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.

Rules and Regulations – shall mean these Rules and Regulations for Water Service as adopted, and as such may be amended from time to time, by Mesa Water.

Returned Item Fee – shall mean a Fee assessed to the Customer of Record for any payment that is returned by the District's or Customer of Record's financial institution or bank, in the amount set forth in the Water Rate and Charge Schedule.

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.

Service Connection – shall mean the physical Point of Connection of the Customer's Water System with the Water Service facilities of the District, including the tap, line, curb stop, meter and meter box supplied by and owned by the District. Typically, the Service Connection shall be the downstream end of the Water meter tailpiece.

Service Restoration Trip Fee – shall mean a Fee assessed on any account when a Mesa Water employee arrives at the service address to restore Water Services after being terminated for non-payment, as set forth in the Water Rate and Charge Schedule.

Service Termination Trip Fee – shall mean a Fee assessed on any account when a Mesa Water employee arrives at the service address to terminate Water Services after being terminated for non-payment, as set forth in the Water Rate and Charge Schedule.

Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities – shall mean the latest version of Mesa Water's publication.

State – shall mean the State of California.

Usage Charge(s) – shall mean the charge(s) based on the amount of Water that has passed through the Point of Ownership, based on measured usage from Water meter

readings, or in some cases, estimated usage.

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 the District 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 these Rules and Regulations.

Violation – shall mean non-compliance 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 – shall mean all Water provided by Mesa Water for use within its service area or otherwise and is inclusive of both Potable Water and Recycled Water.

Water Conservation Coordinator – shall mean the person (who may be an officer or employee of Mesa Water) charged with the principal enforcement of the District's Policies and Programs related to water efficiency and the conservation of water within Mesa Water's service area. The Water Conservation Coordinator may be the General Manager or the General Manager's Designee(s).

Water Quality Report – shall mean the annual Consumer Confidence Report.

Water Rate and Charge Schedule – shall mean the then current schedule of Rates, Fees, and Charges as approved by the Board of Directors.

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

Water Service – shall mean the availability of Water as provided by the District.

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

Windblown Spray – shall mean 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.

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. The District's service area is on file at the Mesa Water Office. Mesa Water may only provide water or services outside of the service area 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 (Refer to Appendix 6) 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 it deems essential, including adding capacity for future use of the water facilities.

1.5 REQUESTS FOR THE RELEASE OF CUSTOMER RECORDS

Mesa Water holds various records concerning its operations, services, and Customers of Record. Mesa Water has adopted specific policies concerning certain records retained by the District concerning its Customers, which fall within the scope of California Government Code Section 6254.16. That Section provides that certain information and records are not subject to requests made for records pursuant to the provisions of the California Public Records Act (being California Government Code Section 6250 *et seq.*). Those policies and directives are set out in Mesa Water's Public Records Act Policies and are incorporated herein by this reference. Such policies were and are enacted by the Board pursuant to Water Code Sections 31000, 31001 and 31024 and shall be, and are, part of these Rules and Regulations.

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.

The Water Rate and Charge Schedule is available at the Mesa Water Office and is posted on the website at www.MesaWater.org.

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.

1.9 AMENDMENTS

The Board reserves the right, in its sole discretion, to amend these Rules and Regulations from time to time.

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, and at any frequency per the business needs of the District, shall have free access including, 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, 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 the District'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 General Manager or the General Manager's Designee(s). 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 the General Manager's Designee(s) 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 notified of a Violation or non-compliance by Mesa Water. The notification will include a compliance date. Failure to comply by the compliance date may result in appropriate action(s) by Mesa Water, up, and including, 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(s) when shutdowns occur. However, Mesa Water assumes no liability for the damages, real or monetary, as a result of such shutdowns or interruptions in service.

2.5 MESA WATER LIMITS OF RESPONSIBILITY AND LIABILITY

Mesa Water assumes no responsibility for the maintenance or operation of the Customer's Water System or facilities 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 or variations in Water pressure as provided for herein.

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 the District'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.

Tampering with the lock, meter or appurtenances, unauthorized service restoration or in any other manner interfering or tampering with Mesa Water's property, is prohibited per these Rules and Regulations and California Penal Code Sections 498, 592, 624 and 625. Penalties for such interference will be charged in accordance with the Water Rate and Charge Schedule to the Customer of Record. Criminal penalties, as set out in State Law, may also apply.

2.7 VIOLATIONS AND ENFORCEMENT

Mesa Water shall have the right to terminate service to any Customer or property who fails to comply with these Rules and Regulations. Such discontinuance of service shall occur after the Customer of Record has been given notice to remedy such non-compliance and 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 non-compliance, 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 or in the District's Water System or elsewhere, or where discontinuance of service is necessary to protect Mesa Water from fraud, loss or abuse.

By definition, non-compliance with any condition or conditions of these Rules and Regulations, Application for New Service or Application for New Service Permit, 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 these 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 may 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 these Rules and Regulations or the terms and conditions of the Application for New Service, Application for New Service Permit, or applicable State or local statutes, regulations, ordinances, or other requirements shall be served by Mesa Water with written notice stating the nature of the Violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease or cure all such Violations. Failure to conform or comply with such notice within the stated time period may subject the noticed party to all rights and remedies available at law or in equity to Mesa Water. This Section 2.8 is in addition to, and not by way of derogation of, any other remedies or procedures available to Mesa Water by law, regulation, or pursuant to any of the provisions of these Rules and Regulations.

2.9 RIGHT OF APPEAL

Notwithstanding any of the provisions of these Rules and Regulations concerning Water Service, any aggrieved Customer of Record, who remains dissatisfied with the final decision of the General Manager in administering these Rules and Regulations, may 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.

The Board may, in its sole, absolute and exclusive discretion, refer any such appeal to either (i) a committee appointed by the Board, which committee may include Board

members, staff members or both (exclusive of the General Manager) (Appeals Committee); or (ii) a hearing officer designated by the Board (Hearing Officer), either of which will have full authority to hear and administer any appeal on behalf of the Board or to bring the Board recommendations as the Board shall direct. The Appeals Committee or Hearing Officer, as applicable, may be charged with the duty of developing a summary of the issues on appeal and/or developing a recommendation as to the disposition of such appeal based on evidence and information presented and received, for presentation to the Board. The Board's determination shall thereafter be based on such presentation by the Appeals Committee and Hearing Officer. The General Manager may not serve as the Hearing Officer for these purposes.

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SECTION 3 – WATER BILLING AND CUSTOMER SERVICE

3.1 RESPONSIBILITY FOR ACCOUNT

The Owner of the property to which Mesa Water provides Water Service shall be responsible for all Water Service related costs and Fees, and shall establish Water Service in their name to become the Customer of Record. The property Owner may allow a tenant or other responsible party to become the Customer of Record.

The Customer of Record, or the Applicant on the Application for New Service (Refer to Appendix 1), is responsible for all Water Service related Charges, costs and Fees until Mesa Water is notified that the account is being closed, or a new Customer of Record is named to the account. The Customer of Record is responsible for services, and Water used up to, and including the day the account is closed.

The Customer of Record is responsible for ensuring the completeness and accuracy of all personal, financial, and contact information provided to Mesa Water.

3.2 NEW ACCOUNTS AND SERVICE ESTABLISHMENT

Customers requesting Water Service, and to become a Customer of Record, shall contact Mesa Water's Customer Services staff during business hours to establish an account prior to Water Service being turned on. Subject to the terms set out in these Rules and Regulations, Water service will be provided upon request where there is an existing service line and meter. If Mesa Water determines that Water may run uncontrolled at a property and no Person is present at the property, then Water Service will not be turned on.

Requests must be made at least one Business Day in advance of the requested first day of service, in order to ensure timely service establishment. If one Business Day advance notice is not given prior to the desired first day of service, then a Fee to expedite service establishment may be applied to the corresponding account.

A Customer of Record shall provide the following identifying information in order to establish service:

- Full Legal Name
- Date of Birth, if applicable
- Social Security Number or U.S. Federal Tax Identification Number
- State or U.S. Federal Issued Identification Number (e.g., Driver's License), if applicable
- U.S. Mailing Address
- Additionally, Named Person(s) or Contact Person(s)
- Phone Number(s)
- E-mail Address

Mesa Water uses communication software to deliver timely service and community information to Mesa Water customers. All Mesa Water customers will be automatically signed up to receive notifications via text, email, or voice message. Customers can opt-out of receiving such notification at any time and can adjust their preferences directly from the email notification or by replying STOP to any text message.

3.3 CLOSING OF ACCOUNTS

A Customer of Record requesting to disconnect Water Service shall contact Mesa Water's Customer Services staff during business hours at least one Business Day prior to closing an account.

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 at the time of the final meter reading, unless a new Customer of Record has notified Mesa Water that they will be responsible for service to that property and meter.

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.

Per California Health and Safety Code Section 17920 and California Civil Code Section 1941.1, buildings lacking Water Service are considered substandard and non-tenantable. Therefore, should any domestic Water Service or service providing Water for fire suppression be closed, service will not be left on between parties taking financial responsibility. Mesa Water has no liability to furnish Water for consumptive use or for fire suppression to an uninhabited building. Should Mesa Water find or determine that persons may be inhabiting said building lacking domestic or fire Water Service, the District may, in its sole discretion and without legal obligation, contact the local Building Safety Authority or law enforcement agency to advise them of such situation. Mesa Water shall not be subject to any voluntary assumption of risk or liability as a result of taking such action(s).

3.3.1 Credits on Closed Accounts

Closed accounts may have credits due to overpayments, Deposit refunds and/or other reasons.

Credits may be refunded to the Customer of Record in one of the following methods, per their request and at the discretion of Mesa Water:

- The District may transfer the credit to another account of which the Customer is the current Customer of Record.
- A refund check will be sent to the mailing address listed on the applicable account.

Unclaimed credits will be processed in accordance with State regulations.

3.4 BILLING AND MEASUREMENT OF WATER SERVICE

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

Billing frequency will be on regular intervals as determined by Mesa Water.

Bills for Water Service will be based on two components, in addition to any applicable surcharges, the Basic Charge and the Usage Charge. The Basic and Usage Charges will be imposed in accordance with the Water Rate and Charge Schedule.

Mesa Water reserves the right to estimate Water usage based on past usage in the case of meter failure.

An additional Charge may be applied to Basic and Usage Charges for accounts that receive Water Service outside of Mesa Water's service area in accordance with the Water Rate and Charge Schedule.

Mesa Water may periodically collect various surcharges imposed by other government entities, including but not limited to, those assessed or imposed by the Orange County Local Agency Formation Commission, State Water Resources Control Board, or the California Department of Water Resources. Mesa Water does not set these surcharges but has a legal responsibility to collect them. These mandatory surcharges are due and payable along with billings for Water Service, and follow the same billing, delinquency, and collection process as such.

Water bills shall be dated as of the Presentation Date. All bills are due and payable no later than the Due Date.

3.5 PAYMENTS

The Customer of Record is responsible for complete and timely payment of all Mesa Water bills.

Non-receipt of a bill does not release the Customer of Record from payment obligation.

Cash payments for all services provided by Mesa Water must be made at the Office currently located at 1965 Placentia Avenue, Costa Mesa, California.

No payment by any method will be accepted by Mesa Water employees away from the Office.

Payments received without sufficient information to properly credit an account may be returned without being processed. As set forth herein, accounts for which no payment is

made or processed may be subject to Fees/Charges including, but not limited to, Delinquent Fees.

Upon receipt, payment(s) to an account shall be credited in the following order, or priority, as shall be applicable:

- To pay outstanding Charges, Fees, and applicable Delinquent Fee(s), in order of oldest to newest; then,
- To pay current Charges and Fees; and then,
- To replenish or provide any required Deposit amounts.

Any funds held as a Deposit for an account shall be applied to pay applicable bills, Charges, or other Fees due and owing on such account, at the time a delinquency would otherwise occur.

3.5.1 Payments Made at the Mesa Water Office

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

Payments made at the Office by close of a 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. Mesa Water's business hours are posted at the Office and online.

3.5.2 Payments Made by Mail and to the Lockbox

Payments made by mail will be credited to the account on the same day that they are received by Mesa Water, or the lockbox service provider, so long as proper account and payment information is included.

Postmark dates are not accepted or considered in posting payments to an account.

3.5.3 Payments Made by Third Party Vendor

Mesa Water accepts payments by credit/debit card through its approved third-party administrator that may impose a convenience fee to the Customer for this service. Customers may call Mesa Water's Customer Services staff at 949.631.1200 or visit the website at www.MesaWater.org in order to obtain the toll-free number.

Payments made to Mesa Water through its third-party administrator(s) will be credited to the Customer of Record's account on the date of transaction. If the Customer's service is in danger of termination, then the Customer should notify Mesa Water that a payment has been made by providing the confirmation number following payment. It is the responsibility of Customers using any third-party administrator for payment to ensure

timely payment is made to Mesa Water.

3.5.4 Payments Returned by Bank

Should any payment, including, but not limited to, check, credit card, online payment, or Electronic Fund Transfer, be returned by Mesa Water's or Customer's bank for any reason, the Customer of Record will be notified, and a Returned Item Fee will be charged against the account(s) to which the payment had been credited. The Returned Item 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 for a period of up to 24 months. The District may reduce the time for the foregoing requirement on a case-by-case scenario at the sole discretion of the General Manager or the General Manager's Designee(s).

Returned Item Fees are due and payable immediately. Returned Items Fees are payable by cash, cashier's check, money order or credit/debit card.

Mesa Water may waive the Returned Item Fee if the assessment of the Returned Item Fee was due to the District or District's bank error. In its sole discretion, Mesa Water may waive the Returned Item Fee for other reasons not listed herein. Should Mesa Water waive the Returned Item Fee for reasons other than District error, it may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s).

3.5.5 Payment Extensions

A payment extension is a payment arrangement in which the due date for the entire unpaid balance is delayed to avoid delinquent Charges or service termination. Agreement to payment extension(s) is within the sole discretion of Mesa Water. An account may only have one active payment arrangement at a time.

Payment extension arrangements may be made between Mesa Water and the Customer of Record prior to the due date on any invoices during the billing process. The Customer of Record must adhere to the terms of the payment extension in order to avoid Delinquent Fees or service termination, and the account being ineligible for payment extensions and payment plans for 12 months.

Payment extensions may not extend beyond 30 calendar days; otherwise, a payment plan shall be arranged (See Section 3.5.6 for Payment Plans).

3.5.6 Payment Plans

A payment plan is a payment arrangement in which the entire unpaid balance is spread out over multiple payments over a defined period of time. Agreement to a payment plan

is within the sole discretion of Mesa Water. An account may only have one active payment arrangement at a time.

The Customer of Record must adhere to the terms of the payment plan in order to avoid Delinquent Fees or service termination, and the account being ineligible for payment extensions and payment plans for 12 months.

3.5.7 Financial Assistance

Per California Proposition 218 (1996), Mesa Water is unable to use revenues derived from Water Rates and Charges for any purpose other than delivering Water. Mesa Water is legally prohibited from using revenues from Water Rates and Charges to subsidize costs of service to its Customers.

Mesa Water may direct Customers to non-profit and charitable organizations that may offer assistance in paying Water bills.

3.5.8 Overpayments and Credits

Should an account be overpaid due to any reason, regardless of purposeful or accidental, the overpayment will remain on the corresponding account as a credit against future Charges.

Requested refunds of less than \$100.00 and greater will not be approved. Requested refunds of \$100.00 will be considered on a case-by-case scenario.

Requested refunds will be processed with approval by the Chief Financial Officer, General Manager, or the General Manager's Designee(s).

3.6 DELINQUENCIES

Customers that have questions or require assistance regarding the payment of water bills should contact Mesa Water District Customer Services Department at 949.631.1200 or visit the Office at 1965 Placentia Avenue, Costa Mesa.

Regular and closing bills have a Due Date of not less than 28 days from the Presentation Date. Unpaid bills are considered delinquent if payment is not received by the Due Date shown on the bill; and a Delinquent Fee will be assessed in accordance with the Water Rate and Charge Schedule.

3.6.1 Delinquent Bills

A Delinquent Fee will be assessed to the account, in accordance with the Water Rate and Charge Schedule, and a delinquent bill will be sent to the Customer of Record if payment is not received by Mesa Water by the regular or closing bill's Due Date Delinquent Fees are due and payable immediately with the outstanding balance of the bill.

The delinquent bill will have a Due Date within 28 calendar days after the Presentation Date.

The Delinquent Bill will be a mailed notice to the Customer of Record and will contain:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

Delinquent Fees are administrative and may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s) up to \$5,000.

3.6.2 Final Written Notice of Service Termination (Final Notice)

A Final Notice Fee will be assessed to the account, in accordance with the Water Rate and Charge Schedule, and a Final Notice bill (Final Notice) will be sent to the Customer of Record if payment is not received by Mesa Water by the Due Date of the delinquent bill. Final Notice Fees are due and payable immediately with the outstanding balance of the bill.

The Final Notice will have a Due Date not less than 28 calendar days after the Presentation Date.

The Final Notice will be a mailed notice to the Customer of Record and will contain:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

Where a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling exists, or if the Customer of Record's mailing address is not the Service Address, then a Final Notice will also be mailed, a least 10 days prior to water service termination, to the Service Address attention "Occupant" or "Current Resident" as deemed appropriate by Mesa Water. The Final Notice will also notify the tenant of its opportunity to become the customer of record without being required to pay any amount that may be due on the landlord delinquent account.

The Final Notice is Mesa Water's final written attempt to collect a past due balance before Water Service is terminated.

Where the delinquent account provides Water Service to more than one residential dwelling unit (for example, apartment buildings), when practical, a Final Notice will be delivered to each dwelling unit benefiting from the service. However, if this step is not practical, the Final Notice shall be posted in a common area accessible to residents. Additional Fees may be charged for this service, in accordance with the Water Rate and Charge Schedule.

If payment of all Water bills, Fees, Charges and Deposits is not received by the Due Date of the Final Notice then Water Service may be terminated.

Final Notice Fees, and Fees related to the Final Notice, are administrative and may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s).

3.6.3 Notice of Pending Water Service Termination for Non-Payment

In addition to the written notice(s), as described herein, Mesa Water will also make a reasonable attempt to personally contact the Customer of Record by telephone, e-mail, in person, or by posting a Notice of Pending Water Service Termination in a conspicuous place at the Service Address, at least 48-hours prior to terminating service. This personal contact is Mesa Water's final attempt to collect a past due balance before Water Service is terminated.

The Notice of Pending Water Service Termination will contain all of the following:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

The Notice of Pending Water Service Termination shall be provided in writing, in person, or by telephone contact/message.

3.7 TERMINATION OF WATER SERVICE FOR NON-PAYMENT

Mesa Water strives to provide excellent customer service, and as such provides many opportunities and assistance to avoid Water Service termination. However, after all past attempts have failed to resolve an unpaid balance, and consistent with these Rules and Regulations, the Water Service shall be terminated.

Mesa Water's written policy on termination of water service for non-payment is available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. A printed copy of this policy is available at Mesa Water's Office and on the website.

3.7.1 Circumstances Under Which Water Service Will Not be Immediately Terminated After Exhausting Procedures in Section 3.6

- During an investigation by the District of a customer dispute as described in Sections 3.13.1 – 3.13.3.
- During the pending of an appeal to the Board of Directors under Section 2.9.
- During the period of time in which a Customer of Record's payment is subject to a District-approved Payment Extension or Payment Plan and the Customer of Record remains in compliance with the approved payment arrangement.

3.7.2 Special Medical and Financial Circumstances Under Which Water Service Will Not be Terminated

Mesa Water will not terminate water service if all of the following conditions are met:

- The Customer of Record, or tenant of the Customer of Record, submits to Mesa Water the certification of a licensed primary care provider that termination of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- The Customer of Record demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and,
- The Customer of Record is willing to enter into an alternative payment arrangement, including a Payment Extension or Payment Plan.

The Customer of Record is responsible for demonstrating that the conditions of Section 3.7.2 have been met. Upon receipt of documentation from the Customer of Record, Mesa Water will review the documentation within seven days. The District will then respond within seven days with one of the following: (1) Notify the customer of the alternative payment arrangement selected by Mesa Water and request the Customer of Record's signed assent to participate in that alternative payment arrangement; (2) Request additional information from the Customer of Record; or (3) Notify the Customer of Record that they do not meet the conditions in Section 3.7.2.

For any Customer of Record who demonstrates that they meet all of the above conditions, Mesa Water will offer the customer one of the following options, to be selected by the District at the discretion of the General Manager or the General Manager's Designee(s):

- Payment Extension, as described in Section 3.5.5.
- Payment Plan, as described in Section 3.5.6.

The Customer of Record must adhere to the terms of the Payment Extension or Payment Plan as stated in Sections 3.5.5 and 3.5.6 to avoid Water Service termination. However, any unpaid balance that was included in the defaulted alternative payment arrangement will not be considered in any investigations or reviews by the District.

3.7.3 Days and Times of Service Termination Due to Non-Payment

Mesa Water will only terminate Water Service due to non-payment during its regular business hours.

3.7.4 Procedures for Terminating Water Service for Non-Payment

When a Mesa Water employee arrives at the service address to terminate Water Services for non-payment a Service Termination Trip Fee will be assessed. Fees and Charges associated with termination of service as a result of non-payments are shown in the Water Rate and Charge Schedule. When Water Service is terminated, the meter will be locked in the off position and a tag will be attached to the meter notifying Customers that tampering with the meter and lock is prohibited per Section 2.6 of these Rules and Regulations and California Penal Code Sections 498, 592, 624, and 625.

Service Termination Trip Fees recuperate the staff, equipment, and fuel costs associated with visiting the property to terminate service, and therefore cannot be waived, except at the discretion of the General Manager or the General Manager's Designee(s).

In the case where a property is served by multiple accounts and services and are the financial responsibility of the same Customer of Record, then additional and all services may be terminated until the balance(s) have been satisfied.

If payment is not received within 10 days of termination of service, the account will be closed, and the process as described in Section 3.3 shall be followed.

3.8 RESTORATION OF WATER SERVICE

Following service termination for non-payment, the Customer of Record must contact Mesa Water by telephone or in person at the Office regarding 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 a Water meter is re-installed. Fees for the service restoration are shown in the Water Rate and Charge Schedule.

Service will be restored on the same Business Day that the account balance has been satisfied if conditions permit. Otherwise, the service will be restored the following Business Day.

Service Restoration Trip Fees recuperate the staff, equipment, and fuel costs associated with visiting the property to restore service, and therefore cannot be waived, except at the discretion of the General Manager or the General Manager's Designee(s)

3.9 PROCEDURES FOR OCCUPANTS OR TENANTS TO BECOME CUSTOMER OF RECORD OF MESA WATER DISTRICT

3.9.1 Applicability

This Section 3.9 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the Customer of Record and has been issued a Final Notice to terminate water service due to non-payment.

3.9.2 Agreement to Mesa Water Rules and Regulations for Water Service

Mesa Water will make Water Service available to the actual residential occupants if each occupant agrees to the Rules and Regulations for Water Service and meets the requirements of Mesa Water's Rules and Regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of Mesa Water, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the Mesa Water's Rules and Regulations, the District shall make service available to the occupants who have met those requirements.

3.9.3 Verification of Tenancy

To be eligible to become a Customer of Record without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account's Customer of Record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to

Section 1962 of the Civil Code, at the sole discretion of Mesa Water District.

3.9.4 Deductions from Rental Payment

Pursuant to Government Code Section 60371(d), any occupant who becomes a Customer of Record of Mesa Water District pursuant to this Section 3.9 and whose periodic payments, such as rental payments, include charges for residential Water Service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the District for those services during the preceding payment period.

3.10 COLLECTIONS

Mesa Water may, at its sole discretion, transfer unpaid and uncollected balances on accounts to any active or new account(s) under the control and responsibility of the same Customer of Record.

Mesa Water may contract with a collection agency for the recovery of any outstanding balances on closed accounts. The past due account must be paid in full or otherwise be arranged for payment within 90 calendar days of the delinquent closing bill due date before being sent to a collection agency. Any account that is sent to a collection agency may be subject to a collection agency Fee, as set forth in the Water Rate and Charge Schedule.

Mesa Water or its collection agency may report on unpaid balances to credit bureaus.

3.11 DEPOSITS

Deposits may, at the discretion of Mesa Water, be required on accounts when any of the following situations occur:

- The Customer of Record's account contains insufficient identification information, as listed in Section 3.2.
- The account receives two Final Notices of Service Termination (Final Notices) within a 24-month period.
- Service is terminated for non-payment.
- The Customer of Record files for bankruptcy or a related Order for Relief.
- Two payment items are returned by the Customer of Record or District's bank within the last 12 months.
- Tampering or damage to District appurtenances including, but not limited to, the Water Service meter.
- The Water Service was off and locked without a current Customer of Record, and Mesa Water has determined that the Water Service has been turned on without the express permission of the District and Water has passed through the meter.

Deposits will be held on the account until one of the following occurs:

- Bills are paid consecutively on time for a period of at least 24 months.
- The account is closed. However, if the Customer of Record becomes the holder of another account with Mesa Water, the Deposit may be transferred to the new account.
- If the Customer of Record provides sufficient identification information as listed in Section 3.2.
- In this case, the Customer of Record must still have a satisfactory payment history of at least 24 months.

Deposits do not excuse future late payments or prevent future Delinquent Fees from being assessed.

Deposits will be refunded as a credit on the account. If the account is being closed, then the Deposit will be used to satisfy the balance on the account before any refund is issued. A closing bill stating any remaining balance will be issued to the Customer of Record. If there are remaining funds, the credit process will follow the procedures listed in 3.3.1, Credits on Closed Accounts.

The standard 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 the General Manager or the General Manager's Designee(s) in an amount sufficient in his/her judgment to ensure that future bills will be paid when presented. Additional Deposit amounts may be collected in the future to account for higher bills. Mesa Water may make a payment arrangement with the Customer of Record if the Deposit creates an immediate financial hardship.

Any interest accrued on a Deposit will not be refunded to the Customer of Record.

Deposit requirements may be waived once every 24 months or per the discretion of the General Manager or the General Manager's Designee(s).

3.12 CUSTOMER BANKRUPTCY

When Mesa Water receives notice that a Customer of Record has filed for bankruptcy, the Customer of Record's account(s) will be closed, as soon as possible following receipt of such notice. The date used for purposes of determining the amount to be included in the bankruptcy is the date of filing on the notification form. Any outstanding balances as of that time will be considered within the scope of such bankruptcy proceedings and Mesa Water may file a claim accordingly.

A new Customer account will be created for such Customer of Record should the Customer of Record request ongoing service. A Deposit will be charged in accordance with the Water Rate and Charge Schedule and Section 3.11 of these Rules and Regulations for Water Service. Subject to the provisions of these Rules and Regulations,

Mesa Water will not terminate service unless otherwise directed by the Customer of Record.

3.13 CUSTOMER INQUIRIES, DISPUTES, AND COMPLAINTS

All Customer inquiries, disputes, and complaints will be handled as expeditiously as reasonably possible. In some instances, extensive research will be required, thus extending the time required for resolution, and the Customer will be so informed.

3.13.1 Billing Disputes

Any dispute by the Customer of Record of the amount owed, as shown on a bill or invoice, must be raised within 10 days of the date of billing produced on the bill or invoice, otherwise 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 these Rules and Regulations for Water Service governing undisputed bills or invoices.

A timely request for investigation will be reviewed by Mesa Water. The review will include consideration of whether the Customer of Record may receive a Payment Extension, Payment Plan, or none. Mesa Water may, in its sole discretion, review untimely disputes; however, such disputes are not subject to appeal.

In the case of a Water usage dispute, Mesa Water employees will re-read the meter and determine if the usage and bill are correct.

- If the usage is correct, the bill shall be due and payable as presented.
- If the usage is incorrect, the bill will be reissued with the correct usage. The billing and payment process will start over for that portion of the bill.

Multiple similar requests made by the Customer of Record for the same service address may not be able to be fulfilled based upon employee availability and the business needs of Mesa Water District.

Any Customer of Record whose timely dispute has resulted in an adverse determination may appeal the determination to the Board of Directors within 10 business days of the District's mailing or communication of its determination, following the process outlined in Section 2.9.

3.13.2 Meter Inquiries and Testing

If the Customer of Record is concerned that the meter is not operating correctly or is not accurate, the Customer of Record may submit a completed Customer Service Meter Test Request form (Refer to Appendix 2). Mesa Water will arrange for an approved third-party

testing facility chosen by and facilitated by the District to test, the meter for accuracy based on standards by the American Water Works Association (AWWA). 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 as described herein.

If the meter is found to be registering three percent on average in excess of the actual quantity flowing through the meter based on meter accuracy standards by the AWWA, 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 of Record.

If the meter is not found to be defective and does not register three percent in excess, then the meter test Deposit shall be forfeited to Mesa Water and the Water bill shall be due and payable as presented.

If the meter is found to be registering less than 97 percent on average of the actual quantity flowing through the meter, based on meter accuracy standards by the AWWA, the meter will be replaced, and the Customer of Record may be assessed based on the average consumption for up to six preceding months during which the meter was in use and found to have been registering correctly.

3.13.3 High Water Use Investigations

Customers may request that Mesa Water assist them in the determination of possible leaks or other conditions, which may result in higher than normal Water usage. Inspections may be arranged with Mesa Water to check the Water meter for potential flow indicating a leak. Such requests will be handled by appointment only. Appointments may be arranged by contacting Mesa Water's Customer Services staff. Multiple similar requests made by the Customer of Record for the same service address may not be able to be fulfilled, based upon employee availability and the business needs of the District. In performing leak determinations, Mesa Water does not provide any warranty or guarantee of accuracy thereof. Mesa Water does not provide leak investigations on private property.

3.13.4 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 the District and a Mesa Water employee will arrange to meet with the Customer at home or business to investigate the concern. Information regarding Water quality analyses of the District's Water is available to the public. Mesa Water's annual Water Quality Report is available on the District's website, and printed copies are made available during business hours at the Office.

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 connected to, or part of, the District System 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. The Applicant shall submit the Application for New Service 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 the 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 3 for Payment Voucher), Mesa Water's District Engineer, or an authorized designee or other appropriate employee, will review such plans in accordance with the plan check process located in the Standard Specifications and Drawings for the Construction of Mesa Water Facilities. All plans must conform to the current Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities before they will be approved.

The Plan Check Process must be completed within six months of payment of the Plan Check Fee for Residential – Meter Upgrade Only, Residential – Single Family, Residential – Multi-Family (5-8 Units), Residential – Multi-Family (9-30 Units), and Commercial/Industrial - <50,000 Square Feet projects. The Plan Check Process must be completed within 12 months of payment of the Plan Check Fee for Residential – Multi-Family (31-50 Units), Residential – Multi-Family (>50 Units), Residential – Multi-Family (Apartments), and Commercial/Industrial - >50,000 Square Feet projects. An extension may be granted at the discretion of the General Manager or the General Manager's designee. If the Plan Check Process is not completed within said time period, the customer project will be closed and the Applicant forfeits all money, except Capacity Charges, paid to Mesa Water in connection with the customer project. The Applicant will be required to reapply for new service.

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 money, except Capacity Charges, paid to Mesa Water in connection with the Permit. 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 6) 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 employees will determine the Fees and Charges applicable to 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 the District'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 the applicable Capacity Charge(s) shall be determined by the District Engineer (based on the Capacity Charge rate 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 facilities required to provide Water capacity.

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

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

all applicable 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 shall 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 also be satisfied:

- The new meter is installed on the same service line from which the old meter is removed; or
- 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 fireline 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:

- The old meter is pulled, and a new meter of a different size is installed on the existing service line; or
- 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 designee 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 be satisfied:

- The service line to which the meter was once connected is still connected to the District's Water System; and
- The Pulled Meter was recorded, and the record is on file at Mesa Water; and
- 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
- 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 designee 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 Permit. 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:

- The service line to which the meter was once connected is still connected to the

- District's Water System; and
- The Pulled Meter was recorded, and the record is on file at Mesa Water; and
- 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 the District'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 the 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.

New Recycled Water meter connections are not currently available, unless previously approved by Mesa Water and Orange County Water District.

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 the District's final approval of plans or issuance of the Application for Water Service permit.

Mesa Water will accept only a cash bond as payment for the Bond. The bond amount is calculated at 10 percent of the Water utility construction cost, or \$1,000 whichever is greater.

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

- All Fees and Charges are paid current; and
- The project has been completed to the satisfaction of Mesa Water; and
- 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, or replacement of any and all dedicated facilities that may prove to be defective in work

quality 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 or replacement shall be without expense whatsoever to Mesa Water unless the repair(s) or replacement(s) were the result of ordinary wear and tear or unusual abuse or neglect by the District.

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

In the event that the Applicant fails to pay for the costs and Charges resulting from repairs 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).

It will be the responsibility of the Contractor to furnish all materials that meet the specifications contained in the 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 Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities.

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 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 the District 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, the District will charge the Applicant, Contractor or third party for the actual cost of assistance and/or repairs plus its 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 employees are authorized to perform shutdown operations. The Contractor shall notify Mesa Water's Engineering staff and affected users at least 72 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 District Agent(s). Such facilities shall be installed in accordance with the 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 checklist.

The Contractor shall notify Mesa Water's Engineering staff at least two Business Days prior to the commencement of construction of any water facilities.

Contractors requiring inspection outside Mesa Water's business hours shall be charged the District'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 business 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.

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 tattle-tale meter installed per the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities.

Mesa Water reserves the right to require the installation of a fire service meter on existing fire service at the Owner's expense per the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities if it has been determined by the District that Water from the fire service has been illegally used by the Owner.

4.2.7 Meter Installation

All meters shall be provided and installed by Mesa Water and shall remain the property of the District at all times, though committed to a particular Service Connection, and shall be maintained, repaired, replaced and meters read by Mesa Water employees. The Applicant shall pay the cost of installing meters at the time 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.

4.2.7.1 Meter Equipment Standards

Mesa Water shall install meter styles, registers, and communications endpoints based on the type of use, as delineated in Table 1.

Table 1. Meter Technology by Type of Use

Meter Use	Meter Style	Register	Communications Endpoint
1. Residential ¹	Nutating Disc	8-Digit HR-E	None
2. Multi-Unit Residential ^{2/3}	Nutating Disc	8-Digit HR-E	Migratable
3. High Density ⁷	Master Meter	8-Digit HR-E	Cellular
4. Irrigation (<2")	Nutating Disc	8-Digit HR-E	Cellular
4b. Irrigation (>2")	Turbo	8-Digit HR-E	Cellular
5. Firelines	5/8" Tattletale	8-Digit HR-E	Migratable
6. Commercial ⁴	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Migratable ⁵
7. High-Use ⁵	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Cellular
8. Hard to Access ⁶	Varies	8-Digit HR-E	Cellular

Notes:

1. Single-family detached home that does not meet the criteria of Notes 2 and 3.
2. Single-family detached or attached townhomes with 30 or more units with meters located in front of home and within a development community.
3. Single-family homes within a development community with meters located within the public right-of-way in a meter bank shall not be equipped with migratable endpoints.
4. Meter size varies based on fixture unit count. Combo meters shall be designed for low and high flow usage patterns based on proposed architectural drawings and plumbing plans.
5. Meters are considered high use when average monthly flows are greater than 65 HCF/month (1"), 100 HCF/month (1.5"), 200 HCF/month (2"), 450 HCF/month (3"), 850 HCF/month (4"), 1,400 HCF/month (6"), and 3,000 HCF/month (8") shall be equipped with a cellular endpoint.
6. Hard to access locations shall be determined by the Meter Reading Group and submitted to the Plan Checker for integration into the approved plans.
7. Master Meter installations shall follow the requirements of Section 4.2.8.2 herein.

The District Engineer or General Manager reserves the right to evaluate and amend the meter, register, or endpoint type of the Table 1 requirements on a case-by-case basis.

4.2.7.2 High-Use Customers

Existing high-use customers with average annual usage greater than the values shown in Table 2 may be equipped with real-time metering equipment at no additional cost to the customer. New development projects will be evaluated for high flow applications during the plan check process and high flow usage will be based on the proposed fixture

count and criteria in Table 2. High-use customers shall receive metering equipment with cellular endpoints that send automatic usage data to the meter reading system.

Table 2. Minimum Use to be Designated as High Use Customer

Meter Size	High Use (Units of Water per Month as 100 Cubic Feet)
1"	65
1.5"	100
2"	200
3"	450
4"	850
6"	1,400
8"	3,000

4.2.7.3 Non-High Use Customers

Non-high use Customers are customers with usage equal to or lower than the average annual usage shown in Table 2. Non-high use customers shall have meters equipped with meter registers as identified in Section 4.2.7.1. Non-high use customers may request Mesa Water to install a real-time meter with a cellular endpoint and access for the cost of the equipment, installation labor, and monthly access fee. The non-high use customer shall be billed for the total cost of the meter equipment, cellular endpoint, installation, and set-up over a one-year period on the customers' regular bi-monthly bill or pay in a lump sum. New meter equipment shall be installed to obtain real-time metering service. The monthly access fee will be billed to the customer on the same billing cycle as their regular water bill and continue in perpetuity or until terminated by the customer.

Termination of the real-time metering program will be granted with a minimum of 30 days written notice to Mesa Water and complete repayment of all equipment and labor installation costs.

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.

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:

- 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.
- 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.
- In addition, Mesa Water shall require a letter signed by the appropriate officer or Customer 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:

- 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.
- 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.
- 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.

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

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

4.2.8.3 Landscape Irrigation Meters

Landscape Water meters are defined as a dedicated Water Service meter that provides Water for outdoor uses including but not limited to landscape irrigation, pools, and spas.

- All new irrigated landscapes of 1,000 square feet or more shall require a separate landscape Water meter, except those for single-family residential developments.
- All new single-family residential irrigated landscapes of 5,000 square feet or more shall require a separate landscape Water meter.
- 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.

4.2.9 Submetering and Prohibited Practices

4.2.9.1 Application

This rule pertains to all Customers located within Mesa Water's service area 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 use 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 (i) a statement of the nature of the Violation, (ii) the date upon which Mesa Water became aware of the Violation, and (iii) 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 these 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 the District'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 support and promote the efficient use of Water within its service area; however, it 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 non-payment 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. A fireline meter indicating flow will result in a letter being sent to the Customer of Record. It is the Customer of Record's duty to determine if there is an illegal connection or leak and make the necessary repairs.

4.2.10.1 Down-Stream Residential Fire Sprinkler Systems

Certain residential dwelling units located within Mesa Water's service area may have installed, or may in the future install, fire sprinkler systems that are connected downstream of Mesa Water's service meter (Point of Ownership) (for purposes of this Section, a "System"). Mesa Water hereby provides notice that it is not responsible, and assumes no liability of any kind, for the installation, ownership, operation, or use of any such System. The provisions of Sections 2.4 and 2.5 of these Rules and Regulations shall apply to any such System. Mesa Water expressly declines to provide, or guarantee, any particular Water Service, or pressure, to a 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 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 the District 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, the District will bear the costs of such oversizing.

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 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:

- 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; or
- 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:

- Points of Connection: Customer shall establish a minimum of two points of connection Mesa Water's Mainline system as determined by the District Engineer.
- Easement Preparation and 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 Mesa Water prior to meters being approved for installation.
- Easement Requirements: A 15 feet easement (7.5 feet on 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.
- Water System Repair and 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 in the easement document.

- **Water System Design Requirements:** Mesa Water reserves the right to determine the location of Mains, services, meters, and other appurtenances within the private development.
- **City of Costa Mesa Private Gate Waiver:** Customers shall not apply to the City or construct a privately gated community. This condition must be written in the easement document and a letter from the City received designating their agreement.
- **Hold Harmless Agreement:** The Customer shall execute Mesa Water's hold harmless agreement indemnifying the District with any existing or future damage caused by its facilities.

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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 the District's Water System when Water Service is needed only for construction, or other purposes as approved by Mesa Water. 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 regular basis, and all temporary service accounts will be billed monthly or bi-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 (Refer to Appendix 5) and also an Application Temporary Water Service (Refer to Appendix 4), 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 of the fire hydrant therein designated, through a Mesa Water supplied hydrant meter.

Only Mesa Water employees are allowed to install or remove fire hydrant meters, which shall be subject to the approval of the 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 removal of a fire hydrant meter.

Only Mesa Water employees may relocate a fire hydrant meter. The permit holder must give the District at least one Business Day (24 hours) notice when requesting fire hydrant meter relocation. Relocation will only be performed by Mesa Water employees during business hours and a Fee for moving the hydrant meter 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 the District's Water System from the hazards originating on the premises of its Customers that may degrade the Water in the 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 these 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 its Potable Water supply. Mesa Water cannot, and will not, be held liable for actions by others that are beyond its 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 Assemblies

Backflow Prevention Assemblies shall be provided and maintained by the Applicant, Owner, or Customer of Record at his/her expense. Such assemblies 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 assemblies shall be readily accessible for testing and maintenance and no assembly 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 or Mesa Water may conduct surveys of any premises where Recycled Water Service is provided by the District. 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 Prevention Assembly that may be required (listed in increasing level of protection) includes Double Check Valve Assembly (DCV), Reduced Pressure Principle Assembly (RPP), and an Air Gap Separation (AG). The Applicant may choose to install an assembly 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 or applicable regulatory agency.

It shall be the responsibility of the Applicant on any premises on which Backflow Prevention Assembly(ies) 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 Assembly 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 Assembly. The type of assembly 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 District's 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:

- Internal Cross Connections.
- Intricate plumbing and piping arrangements susceptible to Cross Connection; or
- 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 Assembly

The type of approved Backflow Prevention Assembly shall depend upon the degree of hazard. The decision as to when, where and which assembly 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 Assembly required the following principles shall apply:

- Health or System Hazard – An approved Air-Gap Separation or an approved Reduced Pressure Principle Backflow Prevention Assembly (RPP) shall be used where there is an existing or potential contaminant (health or system hazard).
- Pollution Hazard – A Double Check Valve Assembly (DCV) is to be used where there is an existing or potential pollution (non-health hazard).

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 Assembly shall protect the District's Water supply.

6.6.2 Residential Buildings with Fire Sprinklers

New residential buildings requiring fire sprinkler protection systems shall utilize a 13D flow through the sprinkler system or install a testable Backflow Prevention Assembly.

Remodeled residential buildings installing fire sprinkler protection systems shall utilize a 13D flow through the sprinkler system or install a testable Backflow Prevention Assembly.

6.6.3 Recirculating Water

At the Service Connection to any premises containing recirculating Water systems (hot or cold); the District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.4 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 District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.5 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.

6.6.6 Sewage and Storm Drain Facilities

At the Service Connection to any wastewater treatment plant, wastewater pumping station or storm Water pumping station, the District's 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, the District may require installation of an additional approved Backflow Prevention Assembly(ies).

6.6.7 Hospitals, Mortuaries, Etc.

At the Service Connection to hospitals, medical and dental buildings, mortuaries, and

other premises where special hazards exist, the District's Water supply shall be protected by an approved Reduced Pressure Principle Backflow Prevention Assembly.

6.6.8 Commercial or Industrial Buildings

At the Service Connection to any premises containing commercial or industrial buildings subject to varying and unknown use, the District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.9 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).

6.6.10 Irrigation Services

Meters serving only irrigation systems shall be protected by an approved Reduced Pressure Principle Backflow Prevention Assembly.

6.6.11 Multiple Use Services

In the case of meters serving domestic and fire services (sprinklers), the District's Water supply shall be protected by an approved Backflow Prevention Assembly that will meet the minimum requirement for the existing or potential hazard.

6.7 **INSTALLATION**

6.7.1 Only Mesa Water Approved Assemblies

Only Backflow Prevention Assemblies that have been approved by Mesa Water and the DDW 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 Assemblies 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 assembly 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 assembly and with a minimum of 12 inches clearance on either side. The assembly 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 Assembly.

6.7.3 Replacement of Obsolete Assemblies

The Customer of Record must replace obsolete Backflow Prevention Assemblies when notified by Mesa Water that the assembly is no longer appropriate or acceptable. An obsolete assembly may be upgraded provided that a factory manufactured upgrading kit is available. The upgraded Backflow Prevention Assembly must be approved by Mesa Water and the California Department of Health Services Office of Drinking Water.

6.7.4 Testing New Assemblies

As soon as the installation of the Backflow Prevention Assembly has been completed, the Customer of Record shall have the assembly tested by a certified tester and submit the test results to Mesa Water within 10 days of the test date. An Orange County Health Department approved list of local certified testers may be obtained at the Mesa Water Office or on the website at www.MesaWater.org.

6.7.5 Right to Reject

Mesa Water reserves the right to reject any installation or assemblies.

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 Assemblies shall be inspected, tested, and certified as operational when the assembly is originally installed, replaced, relocated, or repaired. All tests shall be conducted by a certified tester who shall prepare a report certifying that the assembly 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 Assemblies shall be inspected, tested, and certified as operational at least once a year. All tests shall be

conducted by a certified tester who shall complete a Mesa Water Backflow test form report for each assembly certifying that the assembly 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 supply them with the necessary test form(s) that must be filled out each time a Backflow Prevention Assembly 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 an assembly is repaired, replaced, or relocated. A Backflow Prevention Assembly 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 within 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 Assembly 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 Assembly 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 assembly 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 Backflow Prevention Assembly at the expense of the Customer of Record. Defective assemblies 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 assembly and corrections made shall be submitted to Mesa Water within 10 days of the test date by the certified tester. Such reports shall be submitted to Mesa Water on forms supplied by the District.

6.8.3 Random Tests and Inspections of Assemblies

Mesa Water will maintain a program of random or spot testing of various Backflow Prevention Assemblies 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 assemblies but will serve to help assure that the program is serving its intended purpose.

6.8.4 On-Premise Inspection by Mesa Water

At its discretion, Mesa Water may 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 Assembly that Mesa Water considers necessary.

6.8.5 More Frequent Inspection

Where successive annual reports indicate defective operation of a Backflow Prevention Assembly, Mesa Water may require more frequent inspections or require replacement of the assembly.

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 Assemblies 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 these Rules and Regulations for Water Service have been satisfied.

6.9.2 Existing Service Connections

Existing Service Connections shall comply with all provisions of these 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 these 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 terminate service to any premises where an actual or potential Cross Connection or other hazard to the District'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 Assembly, or fails to test the assembly 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 117035 and Penal Code Sections 372 and 373a. Violators may be subject to civil actions for abatement and damages (Civil Code Section 3479, et seq.) and Criminal Penalties of up to six months in county jail or \$1,000 or both (Penal Code Section 19). Customers may also be assessed a fine of \$500 per day by Mesa Water for Violation of these 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 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 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 ultimately be owned by the District shall pass all testing requirements specified within the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. All testing shall be conducted in accordance with the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 the District.

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 its Potable Water System due to a cross-connection on premises to which the District's Water System is connected, the local health officer and Mesa Water shall be promptly advised by the person responsible for the premise Water System so that appropriate measures may be promptly taken to mitigate the contamination or pollution. When the District determines that Water uses or conditions encountered by Mesa Water employees represent a clear and immediate hazard to the District's Water supply that cannot be immediately abated, it 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:

- a. Refusal to install a required Backflow Prevention Assembly
- b. Refusal to test a Backflow Prevention Assembly
- c. Refusal to repair a faulty Backflow Prevention Assembly
- d. Refusal to replace a faulty Backflow Prevention Assembly
- e. Direct or indirect connection between the District's Water System and a sewer line
- f. Unprotected direct or indirect connection between the District's Water System and a system or equipment containing contaminants
- g. Unprotected direct or indirect connection between the District's Water system and an auxiliary Water System
- h. A situation that presents an immediate health hazard to the District's Water System
- i. Failure to comply with other provisions of these Rules and Regulations for Water

Service

6.11.2 Termination Procedures

For conditions, a through d 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, e through i stated in Section 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.

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SECTION 7 – WATER USE EFFICIENCY AND WATER WASTE PROHIBITION

7.1 INTRODUCTION

Mesa Water is dedicated to promoting and implementing the efficient use of water.

Water using appliances, devices, and irrigation systems shall be designed, installed, and used in such a way as to use Water efficiently, and to meet or exceed Water efficiency requirements of any applicable local or State standards or law.

7.2 WATER USE EFFICIENCY PROGRAMS AND SERVICES

The District's Water Conservation Coordinator administers various programs and services to assist Customers in using Water efficiently in their homes, businesses, and landscapes.

Descriptions of these programs and services may be found on Mesa Water's website at www.MesaWater.org.

7.3 WATER CONSERVATION AND WATER SUPPLY EMERGENCY PROGRAM

Mesa Water has adopted a Permanent and Emergency Water Conservation Program that includes permanent Water-waste prohibitions, escalating water requirements 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 can be found on Mesa Water's website at www.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, on behalf of Orange County Water District, may be made available to Customers.

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 the District. 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 Assemblies and any and all other appurtenances to a service in compliance with these 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, 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 or Recycled Water Service within its service area. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection or discontinuance of Recycled Water 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 affecting Recycled Water Service (Sections) 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 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 8 pertain to Recycled Water Service to lands 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 is the responsibility of the District and shall be under the management and control of Mesa Water. Only Mesa Water and those authorized by the District 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 its service area and for the surveillance of all Recycled Water Users within its 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

Section 8 of these 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 Rules and Regulations.

8.2.10 Approved Use Areas

These Rules and Regulations for Recycled Water pertain to Recycled Water Service to land or improvements, or both, lying within the boundaries of Mesa Water's service area and within the areas where Recycled Water Facilities are available. If Mesa Water has determined that Recycled Water shall be provided in accordance with the requirements contained in this Section; such service shall be provided only if a permit for such Recycled Water Service is obtained in the manner hereinafter provided.

The acceptable uses of Recycled Water for irrigations purposes include any of the following:

- Parks, greenbelts, and playgrounds
- School yards
- Athletic fields
- Golf courses
- Cemeteries
- Residential landscaping, common areas (individual owned residences are not eligible under the Orange County Water District Discharge Permit)
- Commercial landscaping, except eating areas
- Industrial landscaping, except eating areas
- Freeway, highway and street landscaping
- Agricultural irrigation
- Firefighting (only with special approval)

- Construction Use (soil compaction, dust control, etc.)
- Groundwater recharge (case-by-case basis)

Each such use must be considered for approval by Mesa Water on a case-by-case basis, and the District 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 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 Rules and 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 District 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 Rules and 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 the District. 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 the District.

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 Section 8 of these 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 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 Rules and 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 Rules and Regulations for reasons that are beyond its 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 the District. 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 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 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 the District, and is strictly prohibited. The 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. The 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 staff, 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 User Agreement or Water Service Agreement, shall be protected by siting 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

The 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 fifty feet of a domestic well, and impoundment of Recycled Water within 100 feet of a domestic well, unless approved by Mesa Water and DDW, 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 using 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 the 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 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 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. Use all available equipment to prevent unauthorized discharge of Recycled Water.

The irrigation system design shall avoid spray patterns that include obstructions that tend to concentrate Recycled Water to produce Ponding 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 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 homeowner's 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 or Recycled Water Service lines shall be required for all subdivided areas in accordance with these Rules and 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 its Cross Connection and Backflow Prevention Rules and Regulations.

At the time when Mesa Water determines that Recycled Water is available, the District 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. Mesa Water will establish Point of Connection to the Offsite Facilities.

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 business 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 employees in the English language.

8.3.2.2 Employee Training

It shall be the responsibility of the user to ensure that all Operations staff 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 employees as well as to all new employees. In addition, the user shall provide Mesa Water with written conformation stating what training is provided to the Operations staff, 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 Water Operations staff 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 Water Operations staff. The user shall provide Mesa Water with written confirmation stating what information was provided to the Water Operations staff, 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, a District Agent, and various Appropriate Regulatory Agencies. The user and Water Operations staff 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 the District or the appropriate regulatory agency, and the disinfection process shall be performed in Mesa Water employee's presence. When storage tanks or distribution vehicle tanks are provided with an inlet air gap whose configuration is approved by the DDW and OCHCA, such Onsite disinfection shall not be required.

8.3.3 Submittals and Records

Facility layout Drawings shall be submitted as specified within these Rules and Regulations by the Customer 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 the District 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 commencement of any construction. Refer to the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities 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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 Assemblies, 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 Assemblies, 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 exists.

Standard Water Construction Notes for Recycled Water

The standard notes for Recycled Water listed in 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.

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 Assemblies, including type of such assembly(ies)

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 Assembly 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 Assemblies, 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 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 Assembly 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 Assemblies.

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 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, DDW, 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 District Agents harmless from all costs, losses, expenses, damages, attorneys' Fees, and other costs of defense that the District 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 it 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 business hours that can communicate with Mesa Water employees 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's service area unless it has been approved by the District. If it becomes necessary to interrupt service to an existing system, this interruption shall be done at a time determined by Mesa Water, under its direction and inspection.

8.4.3.2 Inspection Authority

Mesa Water, those authorized by the District, 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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities 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 to these 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 $\frac{3}{4}$ 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 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 3 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’ 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:

- 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.
- Recharge Recycled Water System, then the activated and pressurized Potable Water System, shall be shut down at the Backflow Prevention Assembly. 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 the District.

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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 by 4 inches 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 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 655 E. Ball Road, Anaheim, CA 92805 (phone: 714.507.3300).
- 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 manufactured by T. Christy Enterprise (Christy's Part No. 4100) or approved equal. The pumping equipment warning label shall be

manufactured by T. Christy Enterprise (Christy's Part No. 4200) or approved equal. The Potable Water decals shall be 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 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 2 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 Water Operations staff using 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 staff using 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 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. 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 are 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, Deposits, and billings shall be the same as established for the Potable Water System, as specified in Section 3 – Water Billing and Customer Service. Rates, Fees, and Charges for Recycled Water Service shall be as established by the Board.

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 these Rules and Regulations for Water Service. Fees shall be in accordance with those listed in the Water Rate and Charge Schedule.

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 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 its 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 user shall report the following items within 24 hours of an occurrence to Engineering or Water 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 for Water Service.
- 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 these 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 non-compliance 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, non-compliance 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 2.7-2.9 of these Rules and Regulations.

Appendix 1: Application for New Service

DRAFT



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

MESA WATER FILE NO.

THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED

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.

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.

Signature of Applicant (Property Owner only)

PERMIT APPROVED FOR MESA WATER

By

Date

Permit Expires

VALIDATION



For Work Done By Mesa Water District® (Mesa)

AGREEMENT: I agree to have my installation fee credited to charges for installation costs and I understand the installation fee is on a fixed cost basis. I further understand that the installation shall at all times remain under the exclusive control of Mesa, and that the water will not be turned on until any required backflow devices have been installed, tested and certified. I further understand that the water service will be billed to the applicant whose name appears on this form, or if specified to the billing customer, until Mesa has been instructed to bill otherwise. This Agreement is subject to the current Mesa Rules and Regulations and Standard Specifications on file at Mesa's office.

For Work Done Under Permit

A construction performance bond shall be posted in accordance with the current Mesa Rules and Regulations. The bond and Permit Fee must be received by Mesa prior to Mesa's final approval of plans and/or issuance of Permit. All work done under this Permit shall in accordance with the current Mesa Rules and Regulations and Standard Specifications.

I understand that the installation shall at all times remain under the exclusive control of Mesa, and that the water will not be turned on until any required backflow devices have been installed, tested and certified. I further understand that the water service will be billed to the applicant whose name appears on this form, or if specified to the billing customer, until Mesa has been instructed to bill otherwise.

Capacity Charges

Capacity Charges will be collected by Mesa on all projects requiring new or additional water service in accordance with the current Mesa Rules and Regulations. I understand that if Mesa determines after installation that water use exceeds the expected amount for the fixed capacity of a meter, a larger meter with a larger flow capacity will be installed and I will be required to pay the additional net increase in the Capacity Charges.

Appendix 2: Customer Service Meter Request Form

DRAFT



Customer Service Meter Test Request Form

Customer Information			
Name on Water Bill		Phone	
Account Number	----- -- -----		
Property Address		City	
Mailing Address (if different)		City	
Email Address			

Customer's Reason for Meter Test Request:

The terms and conditions as listed in the Rules and Regulations for Water Service shall apply to the Customer of Record requesting testing of a water meter.

The Customer of Record shall submit to Mesa Water a meter test deposit of \$50.00, or as listed in the current Water Rate and Charge Schedule.

A receipt for payment of the meter test deposit will be provided to the customer of record, and a copy will be kept with this request form.

I agree to the terms and conditions as listed in the Rules and Regulations for Water Service, and that the meter test deposit may be forfeited if the meter is found to be accurate within the limits as specified therein.

Customer Name

Customer Signature



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: _____

DESCRIPTION	QUANTITY	PRICE EACH (1)	DEPOSIT AMOUNT (1)
METER INSTALLATION	SIZE: 5/8"	\$	\$
	SIZE: 3/4"	\$	\$
	SIZE: 1"	\$	\$
	SIZE: 1 1/2"	\$	\$
	SIZE: 2"	\$	\$
MANIFOLD	SIZE:	\$	\$
PLAN CHECK -			
FIRST SERVICE (RESIDENTIAL / COMMERCIAL)		\$	\$
ADDITIONAL SERVICES		\$	\$
METER CHANGES ONLY		\$	\$
ADDITIONAL PLAN REVIEWS (4 TH OR MORE)		\$	\$
CONSTRUCTION PERFORMANCE BOND			\$
CAPACITY CHARGES			\$
OTHER (PLEASE SPECIFY)			\$
CONSTRUCTION INSPECTION	DEPOSIT	QUANTITY	
Backflow Devices	\$		\$
Meters	\$		\$
Service Connection	\$		\$
Manifolds	\$		\$
Pressure Test	\$		\$
Firelines	\$		\$
Valves	\$		\$
Chlorination/Flushing & Health Sample	\$		\$
Weld Connections	\$		\$
Shutdown	\$		\$
AFTER HOURS INSPECTION-	\$ PER HOUR		\$
CONSTRUCTION INSPECTION TOTAL			\$

(1) Refer to the Mesa Water District website (www.mesawater.org) under Water Rate and Charge Schedules for costs.

TOTAL DEPOSIT \$ _____

Prepared by: _____

Date: _____

Checked by: _____

Date: _____

Approved by: _____

Date: _____

Appendix 4: Application for Temporary Water Service

DRAFT



APPLICATION FOR TEMPORARY WATER SERVICE

Mesa Water District
1965 Placentia Avenue, Costa Mesa, CA 92627
949.631.1200

Date

Customer Billing Information

<input type="checkbox"/>	Company	<input type="checkbox"/>	Individual
Name		Phone	
Federal Tax ID			
CA Contractor's License #			
Billing/Mailing Address			
City		State	Zip

Job Site Information

Site Contact Name		Contact Phone	
Address / Cross Streets			
Estimated Length of time at location			

Deposit

Deposit Amount	\$	Payment Method	Check / Credit / Cash
----------------	----	----------------	-----------------------

I have read and agree to the Rules for Hydrant Meters for Construction Water Service.

Contact Name (Print) _____ Contact Signature _____

Mesa Water District use only

Account Number _____ - _____

Location: Atlas Sheet _____ Hydrant # _____

**Appendix 5: Rules for Hydrant Meters
for Construction Water Service**

DRAFT



RULES FOR HYDRANT METERS FOR CONSTRUCTION WATER SERVICE

Mesa Water District Policy DS-009, Attachment B

Revised January 01, 2018

REQUIREMENTS:

1. Mesa Water District (Mesa Water®) requires a minimum of one business day notice to set up or pick up hydrant meters.
2. An applicant or acting agent for the applicant must confirm the beginning meter read of the hydrant meter and complete the Rules for Hydrant Meters for Construction Water Service in order to activate water service.
3. Hydrant meters are locked to the selected hydrant. Selected hydrants must be a Mesa Water hydrant; Private hydrants may not be used with Mesa Water hydrant meters.
4. Mesa Water requires a minimum of one business day notice for moving a hydrant meter to an alternate location, during normal business hours. Only Mesa Water employees are authorized to move hydrant meters.
5. The hydrant meter permit holder assumes all liability arising from the use of said Mesa Water facilities and equipment, and will pay all costs for repair or replacement regardless of circumstances.
6. Mesa Water reserves the right to determine the degree of hazard associated with the temporary connection and may elect to require backflow protection. Mesa Water will install and certify the appropriate backflow device when required.

FEES & CHARGES:

1. A deposit of **\$1,030.00** for each hydrant meter must be paid once the hydrant meter has been set and water service has started.
2. A one-time **\$149.00** hydrant meter Installation Fee to set up each hydrant meter will be charged to the customer's account.
3. The water usage charge is **\$4.27** per unit (1 unit = 748 gallons) of water used.
4. Daily rental rate for hydrant meters is **\$10.00**
5. A charge of **\$75.00** for moving the hydrant meter will be assessed when Mesa Water is not given sufficient advance notice to relocate hydrant meter. There is no charge for moving a hydrant meter with a minimum of one business day notice.
6. Backflow device set-up and certification fee is **\$45.00**.
7. Repair to or replacement of damaged hydrant meter parts is the actual cost of the part, plus labor. Labor costs are currently **\$150.00** per incident.
8. Replacement of stolen, lost meters is the actual cost of a replacement meter, which is currently **\$1,030.00**.

PAYMENT:

1. Regular Bi-monthly Bills and Closing bills are due and payable upon receipt.
2. Delinquent Bills: Accounts not paid by the due date on the bill will be sent a delinquent bill and charged a late fee. Past due accounts will be sent to a collection agency and are subject to a penalty.

By accepting water service, you are subject to Mesa Water's Rules and Regulations for Water Service, and are responsible for all charges until you notify Mesa Water to stop your water service/pick up hydrant meter. Please call 949.631.1200 to schedule pick-up when your job is completed.

I have read and agree to the Rules for Hydrant Meters for Construction Water Service.

Contact Name (Print) _____ Contact Signature _____

Appendix 6: Water Service Agreement

DRAFT

**WATER SERVICE AGREEMENT WITH THE
MESA WATER DISTRICT
FOR WATER SERVICE**

DRAFT

Date: _____
File No.: _____
Location: _____
Atlas Sheet No.: _____

The undersigned, (hereinafter referred to as "Applicant"), hereby requests water service by the **MESA WATER DISTRICT**, (hereinafter referred to as "Mesa Water"), in accordance with all of the terms and conditions of this Water Service Agreement and Mesa Water's Rules and Regulations For Water Service", (hereinafter referred to as "Rules and Regulations"), which are incorporated herein by this reference and made a part hereof as though fully set forth.

Applicant hereby applies for that service as applicable, which can be provided by the facilities described below, to that certain real property located within Mesa Water, in the County of Orange, State of California, described as follows (metes and bounds description or as acceptable to Mesa Water):

AP-

Said property is to be used for the purpose(s) of:

Applicant hereby represents that Applicant is the owner of said real property. Applicant estimates that the total service to be required of Mesa Water upon development of said real property is _____ gallons per minute ("GPM") on the basis of the connected capacity demand ("CCD") as defined in the Rules and Regulations of Mesa Water.

Upon acceptance of this Application by Mesa Water, together with all costs, including the Capacity Charge as determined by the Mesa Water District Engineer or an authorized representative subject to appeal to the General Manager or the Board of Directors, plans and specifications, bonds, conveyance of necessary easements, and other items as may be required herein, Mesa Water agrees to provide the requested water service subject to the terms and conditions herein set forth and set forth in the Rules and Regulations of Mesa Water. Mesa Water shall deliver to the Applicant an executed copy of this Agreement.

1. Applicant shall adhere to the requirements prescribed by the Rules and Regulations, as amended from time to time, and to any additional requirements prescribed from time to time by the General Manager or Board of Directors of Mesa Water, or both, to insure compliance with such Rules and Regulations as to obtaining water.

2. Applicant hereby agrees to build or cause to be built the described water facilities, (hereinafter collectively referred to as "the Facilities"), and agrees to pay all costs of installation of same, including, but not limited to, cost of labor, materials, equipment, contractor's expense and profit,

environmental studies, design, engineering, surveying, inspection, testing, plan check, land and easement acquisition, condemnation, attorney's fees, insurance and bond premiums.

3. Applicant agrees that the Facilities shall be constructed in accordance with plans and specifications which shall comply with all applicable requirements of Mesa Water's "Standard Specifications for the Construction of Water Facilities", including, but not limited to, requirements as to information to be shown on the plans. Said document is on file at the office of Mesa Water and is by this reference incorporated herein. Such plans and specifications shall be approved by Mesa Water. Such approval of the plans and specifications by Mesa Water shall not constitute approval of the permit applied for herein. The Facilities shall be constructed by a contractor licensed by the State of California to install said Facilities.

4. Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one (1) year after the date of acceptance of the Facilities by Mesa Water. It is further agreed that the Facilities shall be restored to full compliance with the requirements of the plans and specifications, including any test requirements, if during said one (1) year period the Facilities or any portion thereof are found not to be in conformance with any provisions of said plans and specifications. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities.

5. Applicant agrees to grant, or cause to be granted to Mesa Water, without cost to Mesa Water, all necessary easements for construction, installation, maintenance and access to the Facilities, across all privately-owned lands to be traversed by the Facilities, which easements shall be in a form and condition of title satisfactory to Mesa Water and shall be executed by all necessary parties having an interest in said lands.

6. Applicant, if applicable, agrees to provide to Mesa Water, prior to acceptance of the Facilities, a complete set of reproducible mylars of the approved plans and specifications for the Facilities.

7. Upon completion of the Facilities, Applicant, if applicable, agrees to execute and deliver to Mesa Water a report of the actual costs of the Facilities and to substantiate such report with invoices and receipts acceptable to Mesa Water. Applicant further agrees that such Facilities will become the property of Mesa Water when it is accepted by its duly authorized employee, evidencing acceptance of the Facilities. However, Applicant hereby disclaims in favor of Mesa Water all right, title and interest in and to said systems, appurtenances and easements; and Applicant hereby covenants and agrees to execute and deliver to Mesa Water any documents required to complete the transfer of the Facilities concurrently with the acceptance thereof by Mesa Water; and Applicant hereby agrees that Applicant is holding any title to said Facilities, pending acceptance thereof by Mesa Water, as trustee, acknowledging Applicant's obligation to complete said Facilities and transfer the same debt free to Mesa Water.

8. It is agreed that the above provisions shall not preclude the use of the Facilities by property owners within the developed area or outside of said development prior to such delivery of actual costs to Mesa Water, as long as the quality of said water is acceptable to Mesa Water under its Rules and Regulations and written permission has been obtained from Mesa Water by such property owners to connect to the Facilities or to existing facilities. Applicant agrees that the use of the Facilities by the Applicant, transferee or assignee of the Applicant, or others within Mesa Water, will not constitute acceptance of the Facilities by Mesa Water.

9. Applicant agrees to hold Mesa Water harmless from any expense or liability resulting from the construction of the Facilities, and further agrees that Applicant will indemnify and hold Mesa Water, its agents, employees, officers and representatives, free and harmless from and against any and all liabilities for death, injury, loss, damage or expense, (including reasonable attorney's fees), to person or property which may arise or is claimed to have arisen as a result of any work or action performed by Applicant or on behalf of Applicant with respect to the construction and in the installation or repair of the Facilities.

10. Applicant shall submit, concurrently with this Application, if applicable, Payment and Performance Bonds, in connection with the Facilities to be constructed, and for an amount to be determined by Mesa Water.

11. Applicant hereby agrees to pay all administration and engineering costs, (including inspection and plan check costs), calculated as a percentage of the total cost as estimated by Mesa Water, as well as Capacity Charges, meter costs, interim water service line costs, (if applicable), and any other costs incurred by Mesa Water. The amount of such costs shall be based on the applicable schedules of the Rules and Regulations in effect on the date when Applicant has submitted to Mesa Water its completed Application, payment of all deposits, plans and specifications, bonds, conveyance of necessary easements and other items which may be required herein prior to issuance of the permit and the plans of the Applicant have been approved by Mesa Water. Such deposits shall be set forth on Exhibit "A" hereto by Mesa Water, which Exhibit is by this reference incorporated herein, and is subject to revision pursuant to any changes in the applicable schedules prior to the date and application and all accompanying materials and payment are completed, submitted to and approved by Mesa Water.

Applicant hereby agrees that the meter costs set forth in Exhibit "A" includes the provisions by Mesa Water of a water meter and customer control valve. Applicant agrees that the customer control valve is to be obtained from Mesa Water and installed by the Applicant's contractor as the work progresses, and that the water meter is to be installed by Mesa Water prior to the provision of permanent water service by Mesa Water.

Applicant acknowledges and agrees that the payment of such costs is being required prior to final inspection or issuance of certificates of occupancy for the development proposed by Applicant, and that such requirement for prior payment is in accordance with all applicable legal requirements pursuant to Section 53077 et seq. of the Government Code.

12. Applicant agrees to accept such conditions of pressure and service as are provided for by District's water system at the location of all proposed connections thereto and to hold Mesa Water harmless from and against any and all damages, liability and expense arising out of high or low pressure conditions with respect thereto or from interruptions of service.

13. Applicant agrees, if said Mesa Water employs an attorney to enforce this Agreement, to pay said Mesa Water for all attorney's fees to be incurred.

14. Applicant agrees that the General Manager of Mesa Water or his authorized representative may enter upon the hereinabove described property during reasonable hours for the purpose of ascertaining whether the provisions of this Agreement are being performed. Applicant shall not be responsible in any way for the failure of its successors or assigns to comply with any of the provisions of this Agreement.

15. Applicant agrees that service shall be commenced only after the Facilities have been completed and transferred to Mesa Water and all required testing and inspection has been accomplished by Mesa Water.

Applicant is aware that the contracts may not have been let for all necessary water facilities of Mesa Water in order that Applicant can actually receive water service. Applicant further agrees that Mesa Water shall not be obligated to the Applicant or the successors of the Applicant for water service until such time as the actual completion of said necessary Mesa Water facilities.

16. Special conditions for service, if any:

IN WITNESS WHEREOF, the parties have duly caused their authorized signatures to be affixed hereto.

APPLICANT

PROPERTY OWNER

Date: _____

Date: _____

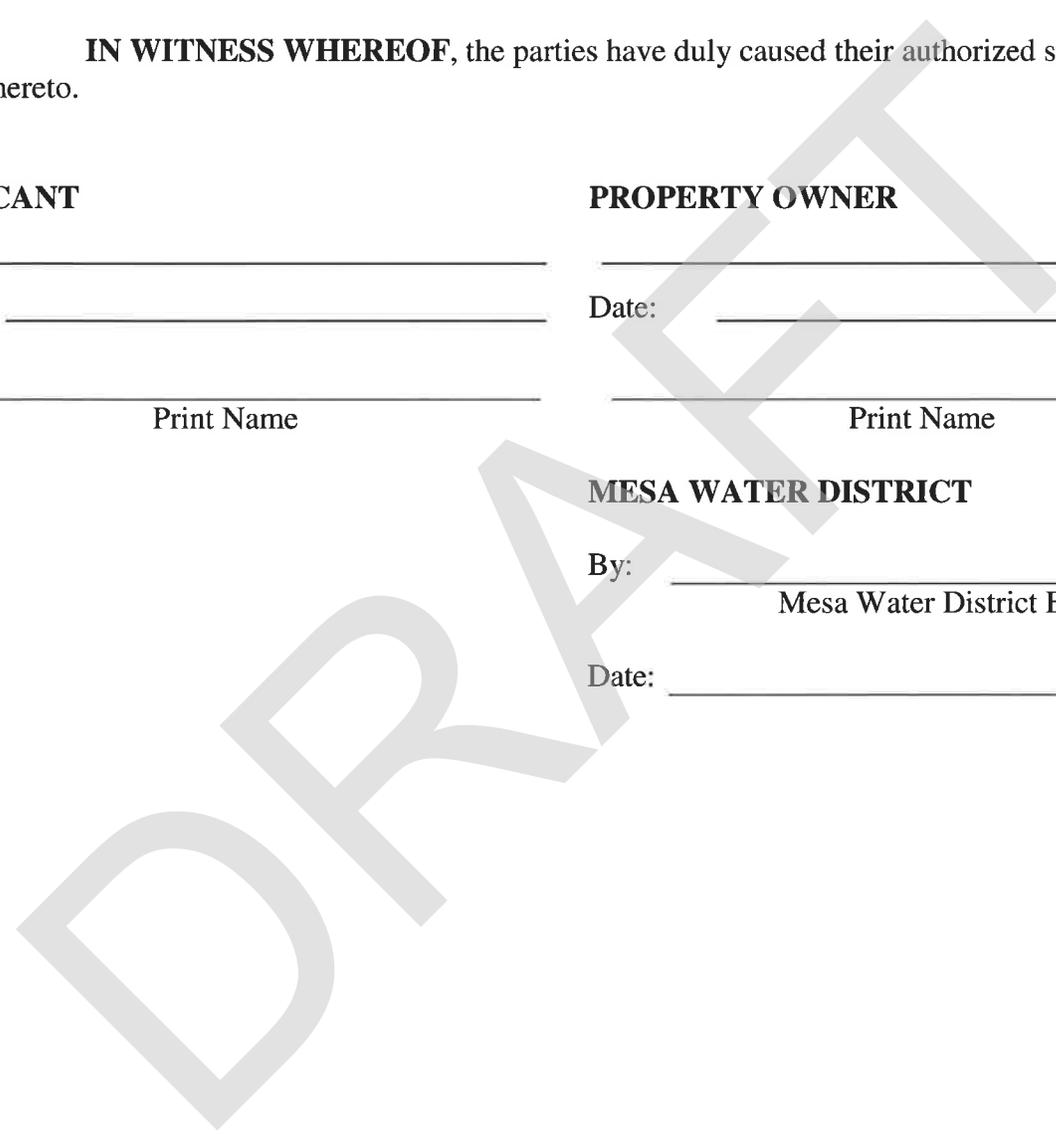
Print Name

Print Name

MESA WATER DISTRICT

By: _____
Mesa Water District Engineer

Date: _____

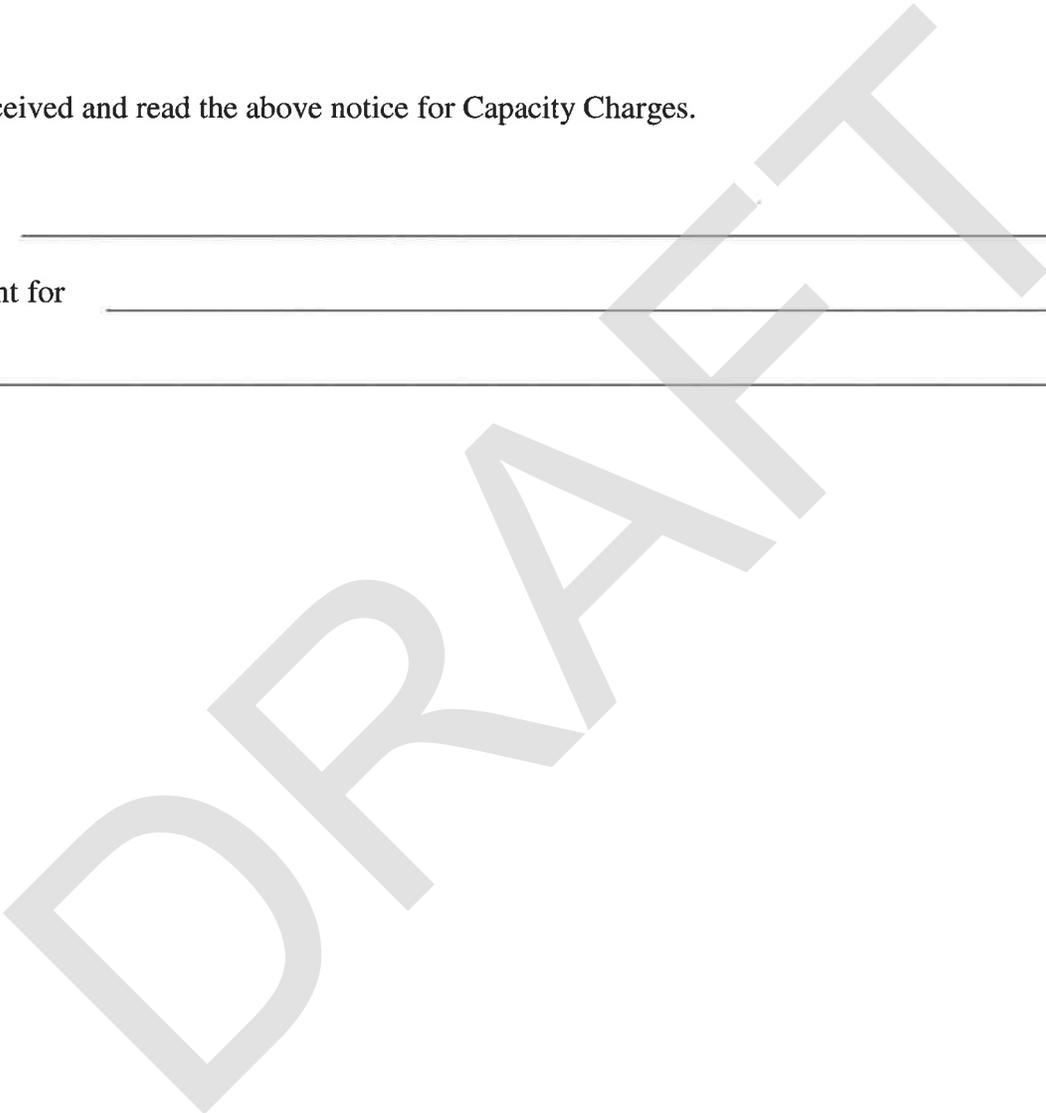


NOTICE – The Mesa Water District imposes a Capacity Charge pursuant to provisions of Government Code §66000 and following the Rules and Regulations of Mesa Water District adopted pursuant to Water Code §31024. These fees are used to finance necessary water facilities. The Capacity Charges and the basis 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 than 3" will only be installed by Mesa Water. Meter(s) 3" or larger will be installed only in the presence of authorized Mesa Water personnel regardless of the presence of any other agency(ies)' representatives.
- 3) The meter(s) must be clearly marked and protected from damage at all times. The applicant will be responsible for all damaged meters.
- 4) The meter(s) must remain accessible for reading at all times. If it is not, applicant will pay for costs incurred in rereading the meter.
- 5) Once the meter(s) is installed the applicant will be responsible for the meter. If it is damaged in any manner it will be repaired or replaced only by Mesa Water and the applicant will be required to pay Mesa Water for repairs and/or replacement.
- 6) Charges for the Basic Charge and any Usage Charges will commence as soon as the meter(s) is installed by Mesa Water or received by the applicant from Mesa Water.
- 7) If applicant wishes the meter(s) shut off and locked by Mesa Water they will not be responsible for the Basic Charge. Please call Customer Service, 949-631-1200, to arrange for termination of service. When the meter is turned on again any Usage registered on the meter will be billed to the applicant. If it is not possible to shut off and lock the meter(s) (which is the case with meters 3" or larger) applicant will be billed for both the Basic Charge and any Usage recorded by the meter.
- 8) Any costs to Mesa Water for failure to comply with these requirements will be payable by the applicant.

Signature of Applicant

Date

Name of Applicant (please print)

Witnessed by: _____
(Mesa Water Engineering staff)

MC Number: _____

Location: _____

RESOLUTION NO. ~~15481593~~

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING RESOLUTION NO. ~~15271548~~**

WHEREAS, Mesa Water District (Mesa Water®) is a county water district organized and operating pursuant to the provisions of the laws of the State of California (State or California); and

WHEREAS, Mesa Water has established its Rules and Regulations for Water Service (Rules and Regulations) concerning the sale, distribution and use of water, and related matters, pursuant to the provisions of California Water Code Sections 31000, 31001 and 31024; and

WHEREAS, the Mesa Water Board of Directors (Board) has determined that it is appropriate at this time to provide for certain amendments to the Rules and Regulations; and

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

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. The amendments to the Rules and Regulations shall be effective immediately upon the adoption of this Resolution by the Board.
- Section 2.** Except as set out in Section 1, above, the Rules and Regulations are not otherwise amended or revised.
- Section 3.** Mesa Water Resolution No. ~~1527-1548~~ is superseded by the adoption of this Resolution.
- Section 4.** Mesa Water employees 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 ~~13th~~-10th day of ~~October 2021~~April 2024 by the following roll call vote.

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

~~Marice H. DePasquale~~Shawn Dewane
President, Board of Directors

Denise Garcia
District Secretary

DRAFT

RESOLUTION NO. ~~1548~~1593

ATTACHMENT A

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
AMENDING THE RULES AND REGULATIONS FOR WATER SERVICE
SUPERSEDING RESOLUTION NO. ~~1527~~1548**

Rules and Regulations for Water Service

Amended ~~October 13, 2021~~ April 10, 2024



Rules and Regulations for Water Service

Adopted on ~~October 13, 2021~~ April 10, 2024

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SECTION 1 – GENERAL

1.1 INTRODUCTION

Mesa Water District (Mesa Water® or District) was formed on January 1, 1960, under the provisions of the Costa Mesa Merger Law being Water Code Sections 33200 and following, a special act of the California Legislature, which was enacted in 1959. Mesa Water District is a county water district operating pursuant to the County Water District Law. The Board, as authorized by Sections 31000, 31001, 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 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 – shall mean 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 the General Manager's Designee(s) 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 Form – 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 New Service Permit – shall mean the Application for New Service Form becomes a permit when approved and validated by Mesa Water.

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 – shall mean American Water Works Association.

AWWA Guidelines – shall mean the latest versions of “*Guidelines for Distribution of Non-Potable 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 distribution pipes of the Potable Water System from any source or sources other than Mesa Water’s sources.

Backflow Prevention Assembly – shall mean a specially designed and certified Reduced Pressure Principle Backflow Prevention Assembly and the Double Check Valve Assembly, that is used in protecting the Potable Water System from contamination that originated downstream of the assembly.

Basic Charge – shall mean a fixed Rate or charge imposed by Mesa Water for readiness-to-serve Water on a periodic basis based on meter or service size, as applicable, as set forth in the Water Rate and Charge Schedule.

Billing Unit – shall mean the unit of Water used to apply Water Rates for purposes of calculating Water Charges for Water usage. Mesa Water’s Billing Unit is currently equal to 100 cubic feet of Water.

Board or Board of Directors – 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 or Charge 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.

Charges – shall mean the accumulation of any and all applicable Fees, Rates, Basic Charge(s), Usage Charge(s), and other amounts due pursuant these Rules and Regulations, or as otherwise directed by Mesa Water, chargeable to the Customer of Record or other person or party, as shall be applicable.

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) – shall mean the local health agency responsible for onsite public health issues covering Mesa Water’s service area.

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 device(s), or other device(s) 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 Agent – shall mean any person, persons, firm, corporation, association, or agency that has power of attorney or other written authorization from the Customer of Record, provided to Mesa Water, to act on their behalf.

Customer Control Valve – shall mean a valve meeting the requirements of the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities, installed on the outlet side of a Water meter.

Customer of Record – shall mean the person or 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.

Customer Records – shall mean records described within California Government Code Section 6254.16.

DC or DCV – shall mean a Double Check Valve Assembly, which is a Backflow Prevention Assembly used to protect against a non-health hazard (pollutant).

DCDA – shall mean a Double Check Detector Assembly with a parallel meter arrangement, equipped with an approved Double Check Valve Assembly, to detect unauthorized use of Water.

Delinquent Fee – shall mean a Fee assessed on any bill or invoice in which the payment was not received by the due date, as set forth in the Water Rate and Charge Schedule.

Deposit – shall mean any money held by Mesa Water for the purpose of guaranteeing payment of money owed to the District 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 deposit or 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.

District Agent or District Designee – shall mean any person, persons, firm, corporation, association, or agency that has obtained written authorization from the General Manager or Board of Directors to represent Mesa Water or act on the District's behalf.

District Engineer – shall mean the duly approved and acting District Engineer of the Mesa Water District or an authorized designee.

District Water System – shall mean the entirety of the Mesa Water owned and controlled Water system, inclusive of the Potable Water System and Recycled Water System, inclusive of all appurtenances and attachments thereto, up to and including the Point of Connection.

Division of Drinking Water (DDW) – shall mean the primary State agency (the State Water Resources Control Board) responsible for protection of public health and the regulation of drinking Water. The California Legislature has defined several specific regulatory responsibilities of DDW related directly or indirectly to Recycled Water use activities.

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.

Due Date – shall mean the date a bill or invoice is due. If not paid by the stated Due Date a bill or invoice becomes delinquent.

Fee – shall mean any amount of money imposed or required by Mesa Water to a Customer of Record or other person or party, as applicable: (i) for Mesa Water employees to perform a service; (ii) as a penalty (which may include assessed penalties resulting from a Violation); and/or (iii) to recoup costs, each as stated in the Water Rate and Charge Schedule or other Fee schedule adopted by Mesa Water. Fees shall include, but are not limited to, those Charges imposed by Mesa Water on its Customers for services based on a fixed schedule for the particular Fee or Charge, generally not tied to a specific volume of use and thus independent of Rates. Examples of Fees include, but are not limited to, plan check and construction inspection Fees and Final Notice Fees.

Final Notice Fee(s) – shall mean a Fee assessed on any bill, after the bill has been in arrears, prior to termination of service in the event payment was not received by the due date, as stated in the Water Rate and Charge Schedule.

General Manager or Designee – shall mean the duly appointed and acting General Manager, interim General Manager or equivalent officer appointed by the Board of Directors of Mesa Water District.

General Public – shall mean any person(s) at large who may come in contact with facilities 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).

Irrigation Use – shall mean an Approved Use of Potable Water or Recycled Water for

landscape, horticultural, or agricultural irrigation. Irrigation Use for Recycled Water is defined under Title 22 of the California Code of Regulations.

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

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

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

Mesa Water or District – shall mean the Mesa Water District or authorized District 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 Office or Office – shall mean the Mesa Water business office - 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 Assembly within a 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.

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.

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 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 Assembly. 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.

Presentation Date or Billed Date – shall mean the date a bill or invoice is generated. The Presentation Date will generally be printed on the bill or invoice.

Purple Color – shall mean the color Pantone 512 or approved equal that is used to identify aboveground equipment using 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 or other designee as assigned by the District Engineer.

Rate(s) – shall mean the Basic Charge and/or the Usage Charge, as shall be applicable.

RPDA – shall mean a line-sized approved Reduced Pressure Principle Detector Assembly with a parallel meter arrangement, equipped with an approved Reduced Pressure Principal Assembly, to detect unauthorized use of Water.

RPP or RPPD – shall mean a Reduced Pressure Principal Assembly, which is a Backflow Prevention Assembly used to protect against a non-health hazard (pollutant) or a health hazard (contaminant).

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.

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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.

Rules and Regulations – shall mean these Rules and Regulations for Water Service as adopted, and as such may be amended from time to time, by Mesa Water.

Returned Item Fee – shall mean a Fee assessed to the Customer of Record for any payment that is returned by the District's or Customer of Record's financial institution or bank, in the amount set forth in the Water Rate and Charge Schedule.

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.

Service Connection – shall mean the physical Point of Connection of the Customer's Water System with the Water Service facilities of the District, including the tap, line, curb stop, meter and meter box supplied by and owned by the District. Typically, the Service Connection shall be the downstream end of the Water meter tailpiece.

Service Restoration Trip Fee – shall mean a Fee assessed on any account when a Mesa Water employee arrives at the service address to restore Water Services after being terminated for non-payment, as set forth in the Water Rate and Charge Schedule.

Service Termination Trip Fee – shall mean a Fee assessed on any account when a Mesa Water employee arrives at the service address to terminate Water Services after being terminated for non-payment, as set forth in the Water Rate and Charge Schedule.

Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities – shall mean the latest version of Mesa Water's publication.

State – shall mean the State of California.

Usage Charge(s) – shall mean the charge(s) based on the amount of Water that has passed through the Point of Ownership, based on measured usage from Water meter

readings, or in some cases, estimated usage.

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 the District 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 these Rules and Regulations.

Violation – shall mean non-compliance 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 – shall mean all Water provided by Mesa Water for use within its service area or otherwise and is inclusive of both Potable Water and Recycled Water.

Water Conservation Coordinator – shall mean the person (who may be an officer or employee of Mesa Water) charged with the principal enforcement of the District's Policies and Programs related to water efficiency and the conservation of water within Mesa Water's service area. The Water Conservation Coordinator may be the General Manager or the General Manager's Designee(s).

Water Quality Report – shall mean the annual Consumer Confidence Report.

Water Rate and Charge Schedule – shall mean the then current schedule of Rates, Fees, and Charges as approved by the Board of Directors.

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

Water Service – shall mean the availability of Water as provided by the District.

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

Windblown Spray – shall mean 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.

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. The District's service area is on file at the Mesa Water Office. Mesa Water may only provide water or services outside of the service area 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 (Refer to Appendix 6) 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 it deems essential, including adding capacity for future use of the water facilities.

1.5 REQUESTS FOR THE RELEASE OF CUSTOMER RECORDS

Mesa Water holds various records concerning its operations, services, and Customers of Record. Mesa Water has adopted specific policies concerning certain records retained by the District concerning its Customers, which fall within the scope of California Government Code Section 6254.16. That Section provides that certain information and records are not subject to requests made for records pursuant to the provisions of the California Public Records Act (being California Government Code Section 6250 *et seq.*). Those policies and directives are set out in Mesa Water's Public Records Act Policies and are incorporated herein by this reference. Such policies were and are enacted by the Board pursuant to Water Code Sections 31000, 31001 and 31024 and shall be, and are, part of these Rules and Regulations.

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.

The Water Rate and Charge Schedule is available at the Mesa Water Office and is posted on the website at www.MesaWater.org.

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.

1.9 AMENDMENTS

The Board reserves the right, in its sole discretion, to amend these Rules and Regulations from time to time.

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, and at any frequency per the business needs of the District, shall have free access including, 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, 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 the District'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 General Manager or the General Manager's Designee(s). 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 the General Manager's Designee(s) 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 notified of a Violation or non-compliance by Mesa Water. The notification will include a compliance date. Failure to comply by the compliance date may result in appropriate action(s) by Mesa Water, up, and including, 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(s) when shutdowns occur. However, Mesa Water assumes no liability for the damages, real or monetary, as a result of such shutdowns or interruptions in service.

2.5 MESA WATER LIMITS OF RESPONSIBILITY AND LIABILITY

Mesa Water assumes no responsibility for the maintenance or operation of the Customer's Water System or facilities 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 or variations in Water pressure as provided for herein.

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 the District'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.

Tampering with the lock, meter or appurtenances, unauthorized service restoration or in any other manner interfering or tampering with Mesa Water's property, is prohibited per these Rules and Regulations and California Penal Code Sections 498, 592, 624 and 625. Penalties for such interference will be charged in accordance with the Water Rate and Charge Schedule to the Customer of Record. Criminal penalties, as set out in State Law, may also apply.

2.7 VIOLATIONS AND ENFORCEMENT

Mesa Water shall have the right to terminate service to any Customer or property who fails to comply with these Rules and Regulations. Such discontinuance of service shall occur after the Customer of Record has been given notice to remedy such non-compliance and 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 non-compliance, 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 or in the District's Water System or elsewhere, or where discontinuance of service is necessary to protect Mesa Water from fraud, loss or abuse.

By definition, non-compliance with any condition or conditions of these Rules and Regulations, Application for New Service or Application for New Service Permit, 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 these 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 may 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 these Rules and Regulations or the terms and conditions of the Application for New Service, Application for New Service Permit, 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~~within the stated time period may subject the noticed party to all rights and remedies available at law or in equity to Mesa Water. This Section 2.8 is in addition to, and not by way of derogation of, any other remedies or procedures available to Mesa Water by law, regulation, or pursuant to any of the provisions of these Rules and Regulations.

2.9 RIGHT OF APPEAL

Notwithstanding any of the provisions of these Rules and Regulations concerning Water Service, any aggrieved Customer of Record, who remains dissatisfied with the final decision of the General Manager in administering these Rules and Regulations, may 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.

The Board may, in its sole, absolute and exclusive discretion, refer any such appeal to either (i) a committee appointed by the Board, which committee may include Board

members, staff members or both (exclusive of the General Manager) (Appeals Committee); or (ii) a hearing officer designated by the Board (Hearing Officer), either of which will have full authority to hear and administer any appeal on behalf of the Board or to bring the Board recommendations as the Board shall direct. The Appeals Committee or Hearing Officer, as applicable, may be charged with the duty of developing a summary of the issues on appeal and/or developing a recommendation as to the disposition of such appeal based on evidence and information presented and received, for presentation to the Board. The Board's determination shall thereafter be based on such presentation by the Appeals Committee and Hearing Officer. The General Manager may not serve as the Hearing Officer for these purposes.

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SECTION 3 – WATER BILLING AND CUSTOMER SERVICE

3.1 RESPONSIBILITY FOR ACCOUNT

The Owner of the property to which Mesa Water provides Water Service shall be responsible for all Water Service related costs and Fees, and shall establish Water Service in their name to become the Customer of Record. The property Owner may allow a tenant or other responsible party to become the Customer of Record.

The Customer of Record, or the Applicant on the Application for New Service (Refer to Appendix 1), is responsible for all Water Service related Charges, costs and Fees until Mesa Water is notified that the account is being closed, or a new Customer of Record is named to the account. The Customer of Record is responsible for services, and Water used up to, and including the day the account is closed.

The Customer of Record is responsible for ensuring the completeness and accuracy of all personal, financial, and contact information provided to Mesa Water.

3.2 NEW ACCOUNTS AND SERVICE ESTABLISHMENT

Customers requesting Water Service, and to become a Customer of Record, shall contact Mesa Water's Customer Services staff during business hours to establish an account prior to Water Service being turned on. Subject to the terms set out in these Rules and Regulations, Water service will be provided upon request where there is an existing service line and meter. If Mesa Water determines that Water may run uncontrolled at a property and no Person is present at the property, then Water Service will not be turned on.

Requests must be made at least one Business Day in advance of the requested first day of service, in order to ensure timely service establishment. If one Business Day advance notice is not given prior to the desired first day of service, then a Fee to expedite service establishment may be applied to the corresponding account.

A Customer of Record shall provide the following identifying information in order to establish service:

- Full Legal Name
- Date of Birth, if applicable
- Social Security Number or U.S. Federal Tax Identification Number
- State or U.S. Federal Issued Identification Number (e.g., Driver's License), if applicable
- U.S. Mailing Address
- Additionally, Named Person(s) or Contact Person(s)
- Phone Number(s)
- E-mail Address

Mesa Water uses communication software to deliver timely service and community information to Mesa Water customers. All Mesa Water customers will be automatically signed up to receive notifications via text, email, or voice message. Customers can opt-out of receiving such notification at any time and can adjust their preferences directly from the email notification or by replying STOP to any text message.

3.3 CLOSING OF ACCOUNTS

A Customer of Record requesting to disconnect Water Service shall contact Mesa Water's Customer Services staff during business hours at least one Business Day prior to closing an account.

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 at the time of the final meter reading, unless a new Customer of Record has notified Mesa Water that they will be responsible for service to that property and meter.

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.

Per California Health and Safety Code Section 17920 and California Civil Code Section 1941.1, buildings lacking Water Service are considered substandard and non-tenantable. Therefore, should any domestic Water Service or service providing Water for fire suppression be closed, service will not be left on between parties taking financial responsibility. Mesa Water has no liability to furnish Water for consumptive use or for fire suppression to an uninhabited building. Should Mesa Water find or determine that persons may be inhabiting said building lacking domestic or fire Water Service, the District may, in its sole discretion and without legal obligation, contact the local Building Safety Authority or law enforcement agency to advise them of such situation. Mesa Water shall not be subject to any voluntary assumption of risk or liability as a result of taking such action(s).

3.3.1 Credits on Closed Accounts

Closed accounts may have credits due to overpayments, Deposit refunds and/or other reasons.

Credits may be refunded to the Customer of Record in one of the following methods, per their request and at the discretion of Mesa Water:

- The District may transfer the credit to another account of which the Customer is the current Customer of Record.
- A refund check will be sent to the mailing address listed on the applicable account.

Unclaimed credits will be processed in accordance with State regulations.

3.4 BILLING AND MEASUREMENT OF WATER SERVICE

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

Billing frequency will be on regular intervals as determined by Mesa Water.

Bills for Water Service will be based on two components, in addition to any applicable surcharges, the Basic Charge and the Usage Charge. The Basic and Usage Charges will be imposed in accordance with the Water Rate and Charge Schedule.

Mesa Water reserves the right to estimate Water usage based on past usage in the case of meter failure.

An additional Charge may be applied to Basic and Usage Charges for accounts that receive Water Service outside of Mesa Water's service area in accordance with the Water Rate and Charge Schedule.

Mesa Water may periodically collect various surcharges imposed by other government entities, including but not limited to, those assessed or imposed by the Orange County Local Agency Formation Commission, State Water Resources Control Board, or the California Department of Water Resources. Mesa Water does not set these surcharges but has a legal responsibility to collect them. These mandatory surcharges are due and payable along with billings for Water Service, and follow the same billing, delinquency, and collection process as such.

Water bills shall be dated as of the Presentation Date. All bills are due and payable no later than the Due Date.

3.5 PAYMENTS

The Customer of Record is responsible for complete and timely payment of all Mesa Water bills.

Non-receipt of a bill does not release the Customer of Record from payment obligation.

Cash payments for all services provided by Mesa Water must be made at the Office currently located at 1965 Placentia Avenue, Costa Mesa, California.

No payment by any method will be accepted by Mesa Water employees away from the Office.

Payments received without sufficient information to properly credit an account may be returned without being processed. As set forth herein, accounts for which no payment is

made or processed may be subject to Fees/Charges including, but not limited to, Delinquent Fees.

Upon receipt, payment(s) to an account shall be credited in the following order, or priority, as shall be applicable:

- To pay outstanding Charges, Fees, and applicable Delinquent Fee(s), in order of oldest to newest; then,
- To pay current Charges and Fees; and then,
- To replenish or provide any required Deposit amounts.

Any funds held as a Deposit for an account shall be applied to pay applicable bills, Charges, or other Fees due and owing on such account, at the time a delinquency would otherwise occur.

3.5.1 Payments Made at the Mesa Water Office

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

Payments made at the Office by close of a 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. Mesa Water's business hours are posted at the Office and online.

3.5.2 Payments Made by Mail and to the Lockbox

Payments made by mail will be credited to the account on the same day that they are received by Mesa Water, or the lockbox service provider, so long as proper account and payment information is included.

Postmark dates are not accepted or considered in posting payments to an account.

3.5.3 Payments Made by Third Party Vendor

Mesa Water accepts payments by credit/debit card through its approved third-party administrator that may impose a convenience fee to the Customer for this service. Customers may call Mesa Water's Customer Services staff at 949.631.1200 or visit the website at www.MesaWater.org in order to obtain the toll-free number.

Payments made to Mesa Water through its third-party administrator(s) will be credited to the Customer of Record's account on the date of transaction. If the Customer's service is in danger of termination, then the Customer should notify Mesa Water that a payment has been made by providing the confirmation number following payment. It is the responsibility of Customers using any third-party administrator for payment to ensure

timely payment is made to Mesa Water.

3.5.4 Payments Returned by Bank

Should any payment, including, but not limited to, check, credit card, online payment, or Electronic Fund Transfer, be returned by Mesa Water's or Customer's bank for any reason, the Customer of Record will be notified, and a Returned Item Fee will be charged against the account(s) to which the payment had been credited. The Returned Item 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 for a period of up to 24 months. The District may reduce the time for the foregoing requirement on a case-by-case scenario at the sole discretion of the General Manager or the General Manager's Designee(s).

Returned Item Fees are due and payable immediately. Returned Items Fees are payable by cash, cashier's check, money order or credit/debit card.

Mesa Water may waive the Returned Item Fee if the assessment of the Returned Item Fee was due to the District or District's bank error. In its sole discretion, Mesa Water may waive the Returned Item Fee for other reasons not listed herein. Should Mesa Water waive the Returned Item Fee for reasons other than District error, it may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s).

3.5.5 Payment Extensions

A payment extension is a payment arrangement in which the due date for the entire unpaid balance is delayed to avoid delinquent Charges or service termination. Agreement to payment extension(s) is within the sole discretion of Mesa Water. An account may only have one active payment arrangement at a time.

Payment extension arrangements may be made between Mesa Water and the Customer of Record prior to the due date on any invoices during the billing process. The Customer of Record must adhere to the terms of the payment extension in order to avoid Delinquent Fees or service termination, and the account being ineligible for payment extensions and payment plans for 12 months.

Payment extensions may not extend beyond 30 calendar days; otherwise, a payment plan shall be arranged (See Section 3.5.6 for Payment Plans).

3.5.6 Payment Plans

A payment plan is a payment arrangement in which the entire unpaid balance is spread out over multiple payments over a defined period of time. Agreement to a payment plan

is within the sole discretion of Mesa Water. An account may only have one active payment arrangement at a time.

The Customer of Record must adhere to the terms of the payment plan in order to avoid Delinquent Fees or service termination, and the account being ineligible for payment extensions and payment plans for 12 months.

3.5.7 Financial Assistance

Per California Proposition 218 (1996), Mesa Water is unable to use revenues derived from Water Rates and Charges for any purpose other than delivering Water. Mesa Water is legally prohibited from using revenues from Water Rates and Charges to subsidize costs of service to its Customers.

Mesa Water may direct Customers to non-profit and charitable organizations that may offer assistance in paying Water bills.

3.5.8 Overpayments and Credits

Should an account be overpaid due to any reason, regardless of purposeful or accidental, the overpayment will remain on the corresponding account as a credit against future Charges.

Requested refunds of less than \$100.00 and greater will not be approved. Requested refunds of \$100.00 will be considered on a case-by-case scenario.

Requested refunds will be processed with approval by the Chief Financial Officer, General Manager, or the General Manager's Designee(s).

3.6 DELINQUENCIES

Customers that have questions or require assistance regarding the payment of water bills should contact Mesa Water District Customer Services Department at 949.631.1200 or visit the Office at 1965 Placentia Avenue, Costa Mesa.

Regular and closing bills have a Due Date of not less than 28 days from the Presentation Date. Unpaid bills are considered delinquent if payment is not received by the Due Date shown on the bill; and a Delinquent Fee will be assessed in accordance with the Water Rate and Charge Schedule.

3.6.1 Delinquent Bills

A Delinquent Fee will be assessed to the account, in accordance with the Water Rate and Charge Schedule, and a delinquent bill will be sent to the Customer of Record if payment is not received by Mesa Water by the regular or closing bill's Due Date Delinquent Fees are due and payable immediately with the outstanding balance of the bill.

The delinquent bill will have a Due Date within 28 calendar days after the Presentation Date.

The Delinquent Bill will be a mailed notice to the Customer of Record and will contain:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

Delinquent Fees are administrative and may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s) up to \$5,000.

3.6.2 Final Written Notice of Service Termination (Final Notice)

A Final Notice Fee will be assessed to the account, in accordance with the Water Rate and Charge Schedule, and a Final Notice bill (Final Notice) will be sent to the Customer of Record if payment is not received by Mesa Water by the Due Date of the delinquent bill. Final Notice Fees are due and payable immediately with the outstanding balance of the bill.

The Final Notice will have a Due Date not less than 28 calendar days after the Presentation Date.

The Final Notice will be a mailed notice to the Customer of Record and will contain:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

Where a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling exists, or if the Customer of Record's mailing address is not the Service Address, then a Final Notice will also be mailed, a least 10 days prior to water service termination, to the Service Address attention "Occupant" or "Current Resident" as deemed appropriate by Mesa Water. The Final Notice will also notify the tenant of its opportunity to become the customer of record without being required to pay any amount that may be due on the landlord delinquent account.

The Final Notice is Mesa Water's final written attempt to collect a past due balance before Water Service is terminated.

Where the delinquent account provides Water Service to more than one residential dwelling unit (for example, apartment buildings), when practical, a Final Notice will be delivered to each dwelling unit benefiting from the service. However, if this step is not practical, the Final Notice shall be posted in a common area accessible to residents. Additional Fees may be charged for this service, in accordance with the Water Rate and Charge Schedule.

If payment of all Water bills, Fees, Charges and Deposits is not received by the Due Date of the Final Notice then Water Service may be terminated.

Final Notice Fees, and Fees related to the Final Notice, are administrative and may be waived one time per account in a rolling 24-month period, or at the discretion of the General Manager or the General Manager's Designee(s).

3.6.3 Notice of Pending Water Service Termination for Non-Payment

In addition to the written notice(s), as described herein, Mesa Water will also make a reasonable attempt to personally contact the Customer of Record by telephone, e-mail, in person, or by posting a Notice of Pending Water Service Termination in a conspicuous place at the Service Address, at least 48-hours prior to terminating service. This personal contact is Mesa Water's final attempt to collect a past due balance before Water Service is terminated.

The Notice of Pending Water Service Termination will contain all of the following:

- The Customer of Record's Name and Service Address.
- The amount of the delinquency.
- The date by which payment or payment arrangement must be made to avoid termination of service.
- A description of the procedure by which the Customer of Record may request a Payment Extension or Payment Plan.
- The procedure for the customer to obtain information on financial assistance, if applicable; and,
- The telephone number where the Customer of Record may request a Payment Extension, Payment Plan, or receive additional information from the District.

The Notice of Pending Water Service Termination shall be provided in writing, in person, or by telephone contact/message.

3.7 TERMINATION OF WATER SERVICE FOR NON-PAYMENT

Mesa Water strives to provide excellent customer service, and as such provides many opportunities and assistance to avoid Water Service termination. However, after all past attempts have failed to resolve an unpaid balance, and consistent with these Rules and Regulations, the Water Service shall be terminated.

Mesa Water's written policy on termination of water service for non-payment is available in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. A printed copy of this policy is available at Mesa Water's Office and on the website.

3.7.1 Circumstances Under Which Water Service Will Not be Immediately Terminated After Exhausting Procedures in Section 3.6

- During an investigation by the District of a customer dispute as described in Sections 3.13.1 – 3.13.3.
- During the pending of an appeal to the Board of Directors under Section 2.9.
- During the period of time in which a Customer of Record's payment is subject to a District-approved Payment Extension or Payment Plan and the Customer of Record remains in compliance with the approved payment arrangement.

3.7.2 Special Medical and Financial Circumstances Under Which Water Service Will Not be Terminated

Mesa Water will not terminate water service if all of the following conditions are met:

- The Customer of Record, or tenant of the Customer of Record, submits to Mesa Water the certification of a licensed primary care provider that termination of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
- The Customer of Record demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and,
- The Customer of Record is willing to enter into an alternative payment arrangement, including a Payment Extension or Payment Plan.

The Customer of Record is responsible for demonstrating that the conditions of Section 3.7.2 have been met. Upon receipt of documentation from the Customer of Record, Mesa Water will review the documentation within seven days. The District will then respond within seven days with one of the following: (1) Notify the customer of the alternative payment arrangement selected by Mesa Water and request the Customer of Record's signed assent to participate in that alternative payment arrangement; (2) Request additional information from the Customer of Record; or (3) Notify the Customer of Record that they do not meet the conditions in Section 3.7.2.

For any Customer of Record who demonstrates that they meet all of the above conditions, Mesa Water will offer the customer one of the following options, to be selected by the District at the discretion of the General Manager or the General Manager's Designee(s):

- Payment Extension, as described in Section 3.5.5.
- Payment Plan, as described in Section 3.5.6.

The Customer of Record must adhere to the terms of the Payment Extension or Payment Plan as stated in Sections 3.5.5 and 3.5.6 to avoid Water Service termination. However, any unpaid balance that was included in the defaulted alternative payment arrangement will not be considered in any investigations or reviews by the District.

3.7.3 Days and Times of Service Termination Due to Non-Payment

Mesa Water will only terminate Water Service due to non-payment during its regular business hours.

3.7.4 Procedures for Terminating Water Service for Non-Payment

When a Mesa Water employee arrives at the service address to terminate Water Services for non-payment a Service Termination Trip Fee will be assessed. Fees and Charges associated with termination of service as a result of non-payments are shown in the Water Rate and Charge Schedule. When Water Service is terminated, the meter will be locked in the off position and a tag will be attached to the meter notifying Customers that tampering with the meter and lock is prohibited per Section 2.6 of these Rules and Regulations and California Penal Code Sections 498, 592, 624, and 625.

Service Termination Trip Fees recuperate the staff, equipment, and fuel costs associated with visiting the property to terminate service, and therefore cannot be waived, except at the discretion of the General Manager or the General Manager's Designee(s).

In the case where a property is served by multiple accounts and services and are the financial responsibility of the same Customer of Record, then additional and all services may be terminated until the balance(s) have been satisfied.

If payment is not received within 10 days of termination of service, the account will be closed, and the process as described in Section 3.3 shall be followed.

3.8 RESTORATION OF WATER SERVICE

Following service termination for non-payment, the Customer of Record must contact Mesa Water by telephone or in person at the Office regarding 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 a Water meter is re-installed. Fees for the service restoration are shown in the Water Rate and Charge Schedule.

Service will be restored on the same Business Day that the account balance has been satisfied if conditions permit. Otherwise, the service will be restored the following Business Day.

Service Restoration Trip Fees recuperate the staff, equipment, and fuel costs associated with visiting the property to restore service, and therefore cannot be waived, except at the discretion of the General Manager or the General Manager's Designee(s)

3.9 PROCEDURES FOR OCCUPANTS OR TENANTS TO BECOME CUSTOMER OF RECORD OF MESA WATER DISTRICT

3.9.1 Applicability

This Section 3.9 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the Customer of Record and has been issued a Final Notice to terminate water service due to non-payment.

3.9.2 Agreement to Mesa Water Rules and Regulations for Water Service

Mesa Water will make Water Service available to the actual residential occupants if each occupant agrees to the Rules and Regulations for Water Service and meets the requirements of Mesa Water's Rules and Regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of Mesa Water, or if there is a physical means, legally available to the District, of selectively discontinuing service to those occupants who have not met the requirements of the Mesa Water's Rules and Regulations, the District shall make service available to the occupants who have met those requirements.

3.9.3 Verification of Tenancy

To be eligible to become a Customer of Record without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account's Customer of Record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to

Section 1962 of the Civil Code, at the sole discretion of Mesa Water District.

3.9.4 Deductions from Rental Payment

Pursuant to Government Code Section 60371(d), any occupant who becomes a Customer of Record of Mesa Water District pursuant to this Section 3.9 and whose periodic payments, such as rental payments, include charges for residential Water Service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the District for those services during the preceding payment period.

3.10 COLLECTIONS

Mesa Water may, at its sole discretion, transfer unpaid and uncollected balances on accounts to any active or new account(s) under the control and responsibility of the same Customer of Record.

Mesa Water may contract with a collection agency for the recovery of any outstanding balances on closed accounts. The past due account must be paid in full or otherwise be arranged for payment within 90 calendar days of the delinquent closing bill due date before being sent to a collection agency. Any account that is sent to a collection agency may be subject to a collection agency Fee, as set forth in the Water Rate and Charge Schedule.

Mesa Water or its collection agency may report on unpaid balances to credit bureaus.

3.11 DEPOSITS

Deposits may, at the discretion of Mesa Water, be required on accounts when any of the following situations occur:

- The Customer of Record's account contains insufficient identification information, as listed in Section 3.2.
- The account receives two Final Notices of Service Termination (Final Notices) within a 24-month period.
- Service is terminated for non-payment.
- The Customer of Record files for bankruptcy or a related Order for Relief.
- Two payment items are returned by the Customer of Record or District's bank within the last 12 months.
- Tampering or damage to District appurtenances including, but not limited to, the Water Service meter.
- The Water Service was off and locked without a current Customer of Record, and Mesa Water has determined that the Water Service has been turned on without the express permission of the District and Water has passed through the meter.

Deposits will be held on the account until one of the following occurs:

- Bills are paid consecutively on time for a period of at least 24 months.
- The account is closed. However, if the Customer of Record becomes the holder of another account with Mesa Water, the Deposit may be transferred to the new account.
- If the Customer of Record provides sufficient identification information as listed in Section 3.2.
- In this case, the Customer of Record must still have a satisfactory payment history of at least 24 months.

Deposits do not excuse future late payments or prevent future Delinquent Fees from being assessed.

Deposits will be refunded as a credit on the account. If the account is being closed, then the Deposit will be used to satisfy the balance on the account before any refund is issued. A closing bill stating any remaining balance will be issued to the Customer of Record. If there are remaining funds, the credit process will follow the procedures listed in 3.3.1, Credits on Closed Accounts.

The standard 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 the General Manager or the General Manager's Designee(s) in an amount sufficient in his/her judgment to ensure that future bills will be paid when presented. Additional Deposit amounts may be collected in the future to account for higher bills. Mesa Water may make a payment arrangement with the Customer of Record if the Deposit creates an immediate financial hardship.

Any interest accrued on a Deposit will not be refunded to the Customer of Record.

Deposit requirements may be waived once every 24 months or per the discretion of the General Manager or the General Manager's Designee(s).

3.12 CUSTOMER BANKRUPTCY

When Mesa Water receives notice that a Customer of Record has filed for bankruptcy, the Customer of Record's account(s) will be closed, as soon as possible following receipt of such notice. The date used for purposes of determining the amount to be included in the bankruptcy is the date of filing on the notification form. Any outstanding balances as of that time will be considered within the scope of such bankruptcy proceedings and Mesa Water may file a claim accordingly.

A new Customer account will be created for such Customer of Record should the Customer of Record request ongoing service. A Deposit will be charged in accordance with the Water Rate and Charge Schedule and Section 3.11 of these Rules and

Regulations for Water Service. Subject to the provisions of these Rules and Regulations, Mesa Water will not terminate service unless otherwise directed by the Customer of Record.

3.13 CUSTOMER INQUIRIES, DISPUTES, AND COMPLAINTS

All Customer inquiries, disputes, and complaints will be handled as expeditiously as reasonably possible. In some instances, extensive research will be required, thus extending the time required for resolution, and the Customer will be so informed.

3.13.1 Billing Disputes

Any dispute by the Customer of Record of the amount owed, as shown on a bill or invoice, must be raised within 10 days of the date of billing produced on the bill or invoice, otherwise 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 these Rules and Regulations for Water Service governing undisputed bills or invoices.

A timely request for investigation will be reviewed by Mesa Water. The review will include consideration of whether the Customer of Record may receive a Payment Extension, Payment Plan, or none. Mesa Water may, in its sole discretion, review untimely disputes; however, such disputes are not subject to appeal.

In the case of a Water usage dispute, Mesa Water employees will re-read the meter and determine if the usage and bill are correct.

- If the usage is correct, the bill shall be due and payable as presented.
- If the usage is incorrect, the bill will be reissued with the correct usage. The billing and payment process will start over for that portion of the bill.

Multiple similar requests made by the Customer of Record for the same service address may not be able to be fulfilled based upon employee availability and the business needs of Mesa Water District.

Any Customer of Record whose timely dispute has resulted in an adverse determination may appeal the determination to the Board of Directors within 10 business days of the District's mailing or communication of its determination, following the process outlined in Section 2.9.

3.13.2 Meter Inquiries and Testing

If the Customer of Record is concerned that the meter is not operating correctly or is not accurate, the Customer of Record may submit a completed Customer Service Meter Test

Request form (Refer to Appendix 2). Mesa Water will arrange for an approved third-party testing facility chosen by and facilitated by the District to test, the meter for accuracy based on standards by the American Water Works Association (AWWA). 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 as described herein.

If the meter is found to be registering three percent on average in excess of the actual quantity flowing through the meter based on meter accuracy standards by the AWWA, 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 of Record.

If the meter is not found to be defective and does not register three percent in excess, then the meter test Deposit shall be forfeited to Mesa Water and the Water bill shall be due and payable as presented.

If the meter is found to be registering less than 97 percent on average of the actual quantity flowing through the meter, based on meter accuracy standards by the AWWA, the meter will be replaced, and the Customer of Record may be assessed based on the average consumption for up to six preceding months during which the meter was in use and found to have been registering correctly.

3.13.3 High Water Use Investigations

Customers may request that Mesa Water assist them in the determination of possible leaks or other conditions, which may result in higher than normal Water usage. Inspections may be arranged with Mesa Water to check the Water meter for potential flow indicating a leak. Such requests will be handled by appointment only. Appointments may be arranged by contacting Mesa Water's Customer Services staff. Multiple similar requests made by the Customer of Record for the same service address may not be able to be fulfilled, based upon employee availability and the business needs of the District. In performing leak determinations, Mesa Water ~~is not providing~~ **does not provide** any warranty or guarantee of accuracy thereof. Mesa Water does not provide leak investigations on private property.

3.13.4 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 the District and a Mesa Water employee will arrange to meet with the Customer at home or business to investigate the concern. Information regarding Water quality analyses of the District's Water is available to the public. Mesa Water's annual Water Quality Report is available on the District's website, and printed copies are made available

during business hours at the Office.

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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 connected to, or part of, the District System 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. The Applicant shall submit the Application for New Service 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 the 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 3 for Payment Voucher), Mesa Water's District Engineer, or an authorized designee or other appropriate employee, will review such plans in accordance with the plan check process located in the Standard Specifications and Drawings for the Construction of Mesa Water Facilities. All plans must conform to the current Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities before they will be approved.

The Plan Check Process must be completed within six months of payment of the Plan Check Fee for Residential – Meter Upgrade Only, Residential – Single Family, Residential – Multi-Family (5-8 Units), Residential – Multi-Family (9-30 Units), and Commercial/Industrial - <50,000 Square Feet projects. The Plan Check Process must be completed within 12 months of payment of the Plan Check Fee for Residential – Multi-Family (31-50 Units), Residential – Multi-Family (>50 Units), Residential – Multi-Family (Apartments), and Commercial/Industrial - >50,000 Square Feet projects. An extension may be granted at the discretion of the General Manager or the General Manager's designee. If the Plan Check Process is not completed within said time period, the customer project will be closed and the Applicant forfeits all money, except Capacity Charges, paid to Mesa Water in connection with the customer project. The Applicant will be required to reapply for new service.

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 ~~money~~money, except Capacity Charges, paid to Mesa Water in connection with the Permit. 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 6) 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 employees will determine the Fees and Charges applicable to 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 the District'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 the applicable Capacity Charge(s) shall be determined by the District Engineer (based on the Capacity Charge rate 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 facilities required to provide Water capacity.

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

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

all applicable 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 shall 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 also be satisfied:

- The new meter is installed on the same service line from which the old meter is removed; or
- 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 fireline 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:

- The old meter is pulled, and a new meter of a different size is installed on the existing service line; or
- 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 designee 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 be satisfied:

- The service line to which the meter was once connected is still connected to the District's Water System; and
- The Pulled Meter was recorded, and the record is on file at Mesa Water; and
- 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
- 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 designee 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 Permit. 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:

- The service line to which the meter was once connected is still connected to the

- District's Water System; and
- The Pulled Meter was recorded, and the record is on file at Mesa Water; and
- 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 the District'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 the 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.

New Recycled Water meter connections are not currently available, unless previously approved by Mesa Water and Orange County Water District.

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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 the District’s final approval of plans or issuance of the Application for Water Service permit.

Mesa Water will accept only a cash bond as payment for the Bond. The bond amount is calculated at 10 percent of the Water utility construction cost, or \$1,000 whichever is greater.

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

- All Fees and Charges are paid current; and
- The project has been completed to the satisfaction of Mesa Water; and
- 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, or replacement of any and all dedicated facilities that may prove to be defective in work quality 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 or replacement shall be without expense whatsoever to Mesa Water unless the repair(s) or replacement(s) were the result of ordinary wear and tear or unusual abuse or neglect by the District.

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

In the event that the Applicant fails to pay for the costs and Charges resulting from repairs 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).

It will be the responsibility of the Contractor to furnish all materials that meet the specifications contained in the 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 Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities.

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 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 the District 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, the District will charge the Applicant, Contractor or third party for the actual cost of assistance and/or repairs plus its 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 employees are authorized to perform shutdown operations. The Contractor shall notify Mesa Water's Engineering staff and affected users at least 72 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 District Agent(s). Such facilities shall be installed in accordance with the 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 checklist.

The Contractor shall notify Mesa Water's Engineering staff at least two Business Days prior to the commencement of construction of any water facilities.

Contractors requiring inspection outside Mesa Water's business hours shall be charged the District'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 business 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 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 tattle-tale meter installed per the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities.

Mesa Water reserves the right to require the installation of a fire service meter on existing fire service at the Owner's expense per the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities if it has been determined by the District that Water from the fire service has been illegally used by the Owner.

4.2.7 Meter Installation

All meters shall be provided and installed by Mesa Water and shall remain the property of the District at all times, though committed to a particular Service Connection, and shall be maintained, repaired, replaced and meters read by Mesa Water employees. The Applicant shall pay the cost of installing meters at the time 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.

4.2.7.1 Meter Equipment Standards

Mesa Water shall install meter styles, registers, and communications endpoints based on the type of use, as delineated in Table 1.

Table 1. Meter Technology by Type of Use

Meter Use	Meter Style	Register	Communications Endpoint
1. Residential ¹	Nutating Disc	8-Digit HR-E	None
2. Multi-Unit Residential ^{2/3}	Nutating Disc	8-Digit HR-E	Migratable
3. High Density ⁷	Master Meter	8-Digit HR-E	Cellular
4. Irrigation (<2")	Nutating Disc	8-Digit HR-E	Cellular
4b. Irrigation (>2")	Turbo	8-Digit HR-E	Cellular
5. Firelines	5/8" Tattletale	8-Digit HR-E	Migratable
6. Commercial ⁴	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Migratable ⁵
7. High-Use ⁵	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Cellular
8. Hard to Access ⁶	Varies	8-Digit HR-E	Cellular

Notes:

1. Single-family detached home that does not meet the criteria of Notes 2 and 3.
2. Single-family detached or attached townhomes with 30 or more units with meters located in front of home and within a development community.
3. Single-family homes within a development community with meters located within the public right-of-way in a meter bank shall not be equipped with migratable endpoints.
4. Meter size varies based on fixture unit count. Combo meters shall be designed for low and high flow usage patterns based on proposed architectural drawings and plumbing plans.
5. Meters are considered high use when average monthly flows are greater than 65 HCF/month (1"), 100 HCF/month (1.5"), 200 HCF/month (2"), 450 HCF/month (3"), 850 HCF/month (4"), 1,400 HCF/month (6"), and 3,000 HCF/month (8") shall be equipped with a cellular endpoint.
6. Hard to access locations shall be determined by the Meter Reading Group and submitted to the Plan Checker for integration into the approved plans.
7. Master Meter installations shall follow the requirements of Section 4.2.8.2 herein.

The District Engineer or General Manager reserves the right to evaluate and amend the meter, register, or endpoint type of the Table 1 requirements on a case-by-case basis.

4.2.7.2 High-Use Customers

Existing high-use customers with average annual usage greater than the values shown in Table 2 may be equipped with real-time metering equipment at no additional cost to the customer. New development projects will be evaluated for high flow applications during the plan check process and high flow usage will be based on the proposed fixture

count and criteria in Table 2. High-use customers shall receive metering equipment with cellular endpoints that send automatic usage data to the meter reading system.

Table 2. Minimum Use to be Designated as High Use Customer

Meter Size	High Use (Units of Water per Month as 100 Cubic Feet)
1"	65
1.5"	100
2"	200
3"	450
4"	850
6"	1,400
8"	3,000

4.2.7.3 Non-High Use Customers

Non-high use Customers are customers with usage equal to or lower than the average annual usage shown in Table 2. Non-high use customers shall have meters equipped with meter registers as identified in Section 4.2.7.1. Non-high use customers may request Mesa Water to install a real-time meter with a cellular endpoint and access for the cost of the equipment, installation labor, and monthly access fee. The non-high use customer shall be billed for the total cost of the meter equipment, cellular endpoint, installation, and set-up over a one-year period on the customers' regular bi-monthly bill or pay in a lump sum. New meter equipment shall be installed to obtain real-time metering service. The monthly access fee will be billed to the customer on the same billing cycle as their regular water bill and continue in perpetuity or until terminated by the customer.

Termination of the real-time metering program will be granted with a minimum of 30 days written notice to Mesa Water and complete repayment of all equipment and labor installation costs.

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.

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:

- 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.
- 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.
- In addition, Mesa Water shall require a letter signed by the appropriate officer or Customer 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:

- 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.
- 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.
- 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.

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

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

4.2.8.3 Landscape Irrigation Meters

Landscape Water meters are defined as a dedicated Water Service meter that provides Water for outdoor uses including but not limited to landscape irrigation, pools, and spas.

- All new irrigated landscapes of 1,000 square feet or more shall require a separate landscape Water meter, except those for single-family residential developments.
- All new single-family residential irrigated landscapes of 5,000 square feet or more shall require a separate landscape Water meter.
- 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.

4.2.9 Submetering and Prohibited Practices

4.2.9.1 Application

This rule pertains to all Customers located within Mesa Water's service area 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 use 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 (i) a statement of the nature of the Violation, (ii) the date upon which Mesa Water became aware of the Violation, and (iii) 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 these 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 the District'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 support and promote the efficient use of Water within its service area; however, it 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 non-payment 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. A fireline meter indicating flow will result in a letter being sent to the Customer of Record. It is the Customer of Record's duty to determine if there is an illegal connection or leak and make the necessary repairs.

4.2.10.1 Down-Stream Residential Fire Sprinkler Systems

Certain residential dwelling units located within Mesa Water's service area may have installed, or may in the future install, fire sprinkler systems that are connected downstream of Mesa Water's service meter (Point of Ownership) (for purposes of this Section, a "System"). Mesa Water hereby provides notice that it is not responsible, and assumes no liability of any kind, for the installation, ownership, operation, or use of any such System. The provisions of Sections 2.4 and 2.5 of these Rules and Regulations shall apply to any such System. Mesa Water expressly declines to provide, or guarantee, any particular Water Service, or pressure, to a 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 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 the District 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, the District will bear the costs of such oversizing.

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 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:

- 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; or
- 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:

- Points of Connection: Customer shall establish a minimum of two points of connection Mesa Water's Mainline system as determined by the District Engineer.
- Easement Preparation and 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 Mesa Water prior to meters being approved for installation.
- Easement Requirements: A 15 feet easement (7.5 feet on 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.
- Water System Repair and 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 in the easement document.

- Water System Design Requirements: Mesa Water reserves the right to determine the location of Mains, services, meters, and other appurtenances within the private development.
- City of Costa Mesa Private Gate Waiver: Customers shall not apply to the City or construct a privately gated community. This condition must be written in the easement document and a letter from the City received designating their agreement.
- Hold Harmless Agreement: The Customer shall execute Mesa Water's hold harmless agreement indemnifying the District with any existing or future damage caused by its facilities.

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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 the District's Water System when Water Service is needed only for construction, or other purposes as approved by Mesa Water. 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 regular basis, and all temporary service accounts will be billed monthly or bi-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 (Refer to Appendix 5) and also an Application Temporary Water Service (Refer to Appendix 4), 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~~ of the fire hydrant therein designated, through a Mesa Water supplied hydrant meter.

Only Mesa Water employees are allowed to install or remove fire hydrant meters, which shall be subject to the approval of the 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 removal of a fire hydrant meter.

Only Mesa Water employees may relocate a fire hydrant meter. The permit holder must give the District at least one Business Day (24 hours) notice when requesting fire hydrant meter relocation. Relocation will only be performed by Mesa Water employees during business hours and a Fee for moving the hydrant meter 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 the District's Water System from the hazards originating on the premises of its Customers that may degrade the Water in the 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 these 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 its Potable Water supply. Mesa Water cannot, and will not, be held liable for actions by others that are beyond its 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 Assemblies

Backflow Prevention Assemblies shall be provided and maintained by the Applicant, Owner, or Customer of Record at his/her expense. Such assemblies 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 assemblies shall be readily accessible for testing and maintenance and no assembly 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 or Mesa Water may conduct surveys of any premises where Recycled Water Service is provided by the District. 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 Prevention Assembly that may be required (listed in increasing level of protection) includes Double Check Valve Assembly (DCV), Reduced Pressure Principle Assembly (RPP), and an Air Gap Separation (AG). The Applicant may choose to install an assembly 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 or applicable regulatory agency.

It shall be the responsibility of the Applicant on any premises on which Backflow Prevention Assembly(ies) 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 Assembly 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 Assembly. The type of assembly 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 District's 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:

- Internal Cross Connections.
- Intricate plumbing and piping arrangements susceptible to Cross Connection; or
- 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 Assembly

The type of approved Backflow Prevention Assembly shall depend upon the degree of hazard. The decision as to when, where and which assembly 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 Assembly required the following principles shall apply:

- Health or System Hazard – An approved Air-Gap Separation or an approved Reduced Pressure Principle Backflow Prevention Assembly (RPP) shall be used where there is an existing or potential contaminant (health or system hazard).
- Pollution Hazard – A Double Check Valve Assembly (DCV) is to be used where there is an existing or potential pollution (non-health hazard).

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 Assembly shall protect the District's Water supply.

6.6.2 Residential Buildings with Fire Sprinklers

New residential buildings requiring fire sprinkler protection systems shall utilize a 13D flow through the sprinkler system or install a testable Backflow Prevention Assembly.

Remodeled residential buildings installing fire sprinkler protection systems shall utilize a 13D flow through the sprinkler system or install a testable Backflow Prevention Assembly.

6.6.3 Recirculating Water

At the Service Connection to any premises containing recirculating Water systems (hot or cold); the District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.4 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 District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.5 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.

6.6.6 Sewage and Storm Drain Facilities

At the Service Connection to any wastewater treatment plant, wastewater pumping station or storm Water pumping station, the District's 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, the District may require installation of an additional approved Backflow Prevention Assembly(ies).

6.6.7 Hospitals, Mortuaries, Etc.

At the Service Connection to hospitals, medical and dental buildings, mortuaries, and

other premises where special hazards exist, the District's Water supply shall be protected by an approved Reduced Pressure Principle Backflow Prevention Assembly.

6.6.8 Commercial or Industrial Buildings

At the Service Connection to any premises containing commercial or industrial buildings subject to varying and unknown use, the District's Water supply shall be protected by an approved Backflow Prevention Assembly.

6.6.9 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).

6.6.10 Irrigation Services

Meters serving only irrigation systems shall be protected by an approved Reduced Pressure Principle Backflow Prevention Assembly.

6.6.11 Multiple Use Services

In the case of meters serving domestic and fire services (sprinklers), the District's Water supply shall be protected by an approved Backflow Prevention Assembly that will meet the minimum requirement for the existing or potential hazard.

6.7 INSTALLATION

6.7.1 Only Mesa Water Approved Assemblies

Only Backflow Prevention Assemblies that have been approved by Mesa Water and the DDW 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 Assemblies 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 assembly 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 assembly and with a minimum of 12 inches clearance on either side. The assembly 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 Assembly.

6.7.3 Replacement of Obsolete Assemblies

The Customer of Record must replace obsolete Backflow Prevention Assemblies when notified by Mesa Water that the assembly is no longer appropriate or acceptable. An obsolete assembly may be upgraded provided that a factory manufactured upgrading kit is available. The upgraded Backflow Prevention Assembly must be approved by Mesa Water and the California Department of Health Services Office of Drinking Water.

6.7.4 Testing New Assemblies

As soon as the installation of the Backflow Prevention Assembly has been completed, the Customer of Record shall have the assembly tested by a certified tester and submit the test results to Mesa Water within 10 days of the test date. An Orange County Health Department approved list of local certified testers may be obtained at the Mesa Water Office or on the website at www.MesaWater.org.

6.7.5 Right to Reject

Mesa Water reserves the right to reject any installation or assemblies.

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 Assemblies shall be inspected, tested, and certified as operational when the assembly is originally installed, replaced, relocated, or repaired. All tests shall be conducted by a certified tester who shall prepare a report certifying that the assembly 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 Assemblies shall be inspected, tested, and certified as operational at least once a year. All tests shall be

conducted by a certified tester who shall complete a Mesa Water Backflow test form report for each assembly certifying that the assembly 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 supply them with the necessary test form(s) that must be filled out each time a Backflow Prevention Assembly 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 an assembly is repaired, replaced, or relocated. A Backflow Prevention Assembly 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 within 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 Assembly 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 Assembly 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 assembly 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 Backflow Prevention Assembly at the expense of the Customer of Record. Defective assemblies 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 assembly and corrections made shall be submitted to Mesa Water within 10 days of the test date by the certified tester. Such reports shall be submitted to Mesa Water on forms supplied by the District.

6.8.3 Random Tests and Inspections of Assemblies

Mesa Water will maintain a program of random or spot testing of various Backflow Prevention Assemblies 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 assemblies but will serve to help assure that the program is serving its intended purpose.

6.8.4 On-Premise Inspection by Mesa Water

At its discretion, Mesa Water may 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 Assembly that Mesa Water considers necessary.

6.8.5 More Frequent Inspection

Where successive annual reports indicate defective operation of a Backflow Prevention Assembly, Mesa Water may require more frequent inspections or require replacement of the assembly.

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 Assemblies 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 these Rules and Regulations for Water Service have been satisfied.

6.9.2 Existing Service Connections

Existing Service Connections shall comply with all provisions of these 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 these 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 terminate service to any premises where an actual or potential Cross Connection or other hazard to the District'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 Assembly, or fails to test the assembly 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 117035 and Penal Code Sections 372 and 373a. Violators may be subject to civil actions for abatement and damages (Civil Code Section 3479, et seq.) and Criminal Penalties of up to six months in county jail or \$1,000 or both (Penal Code Section 19). Customers may also be assessed a fine of \$500 per day by Mesa Water for Violation of these 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 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 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~~ **will ultimately be** owned by the District shall pass all testing requirements specified within the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. All testing shall be conducted in accordance with the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 the District.

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 its Potable Water System due to a cross-connection on premises to which the District's Water System is connected, the local health officer and Mesa Water shall be promptly advised by the person responsible for the premise Water System so that appropriate measures may be promptly taken to mitigate the contamination or pollution. When the District determines that Water uses or conditions encountered by Mesa Water employees represent a clear and immediate hazard to the District's Water supply that cannot be immediately abated, it 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:

- a. Refusal to install a required Backflow Prevention Assembly
- b. Refusal to test a Backflow Prevention Assembly
- c. Refusal to repair a faulty Backflow Prevention Assembly
- d. Refusal to replace a faulty Backflow Prevention Assembly
- e. Direct or indirect connection between the District's Water System and a sewer line
- f. Unprotected direct or indirect connection between the District's Water System and a system or equipment containing contaminants
- g. Unprotected direct or indirect connection between the District's Water system and an auxiliary Water System
- h. A situation that presents an immediate health hazard to the District's Water System
- i. Failure to comply with other provisions of these Rules and Regulations for Water

Service

6.11.2 Termination Procedures

For conditions, a through d 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, e through i stated in Section 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.

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SECTION 7 – WATER USE EFFICIENCY AND WATER WASTE PROHIBITION

7.1 INTRODUCTION

Mesa Water is dedicated to promoting and implementing the efficient use of water.

Water using appliances, devices, and irrigation systems shall be designed, installed, and used in such a way as to use Water efficiently, and to meet or exceed Water efficiency requirements of any applicable local or State standards or law.

7.2 WATER USE EFFICIENCY PROGRAMS AND SERVICES

The District's Water Conservation Coordinator administers various programs and services to assist Customers in using Water efficiently in their homes, businesses, and landscapes.

Descriptions of these programs and services may be found on Mesa Water's website at www.MesaWater.org.

7.3 WATER CONSERVATION AND WATER SUPPLY EMERGENCY PROGRAM

Mesa Water has adopted a Permanent and Emergency Water Conservation Program that includes permanent Water-waste prohibitions, escalating water requirements 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 can be found on Mesa Water's website at www.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, on behalf of Orange County Water District, may be made available to Customers.

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 the District. 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 Assemblies and any and all other appurtenances to a service in compliance with these 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, 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 or Recycled Water Service within its service area. Each and every condition and requirement with respect to the use, connection, disconnection, reconnection or discontinuance of Recycled Water 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 affecting Recycled Water Service (Sections) 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 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 8 pertain to Recycled Water Service to lands 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~~ **is** the responsibility of the District and shall be under the management and control of Mesa Water. Only Mesa Water and those authorized by the District 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 its service area and for the surveillance of all Recycled Water Users within its 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~~ Section 8 of these 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 Rules and Regulations.

8.2.10 Approved Use Areas

These Rules and Regulations for Recycled Water pertain to Recycled Water Service to land or improvements, or both, lying within the boundaries of Mesa Water's service area and within the areas where Recycled Water Facilities are available. If Mesa Water has determined that Recycled Water shall be provided in accordance ~~to~~with the requirements contained in this Section; such service shall be provided only if a permit for such Recycled Water Service is obtained in the manner hereinafter provided.

The acceptable uses of Recycled Water for irrigations purposes include any of the following:

- Parks, greenbelts, and playgrounds
- School yards
- Athletic fields
- Golf courses
- Cemeteries
- Residential landscaping, common areas (individual owned residences are not eligible under the Orange County Water District Discharge Permit)
- Commercial landscaping, except eating areas
- Industrial landscaping, except eating areas
- Freeway, highway and street landscaping
- Agricultural irrigation
- Firefighting (only with special approval)

- Construction Use (soil compaction, dust control, etc.)
- Groundwater recharge (case-by-case basis)

Each such use must be considered for approval by Mesa Water on a case-by-case basis, and the District 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 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 Rules and 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 District 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 Rules and 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 the District. 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 the District.

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 Section 8 of these 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 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 Rules and 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 Rules and Regulations for reasons that are beyond its 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 the District. 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 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 the District, and is strictly prohibited. The 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. The 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 staff, 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 User Agreement or Water Service Agreement, shall be protected by siting 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

The 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 fifty feet of a domestic well, and impoundment of Recycled Water within 100 feet of a domestic well, unless approved by Mesa Water and DDW, 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 using 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 the 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 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. Use all available equipment to prevent unauthorized discharge of Recycled Water.

The irrigation system design shall avoid spray patterns that include obstructions that tend to concentrate Recycled Water to produce Ponding 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 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 homeowner's 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 or Recycled Water Service lines shall be required for all subdivided areas in accordance with these Rules and 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 its Cross Connection and Backflow Prevention Rules and Regulations.

At the time when Mesa Water determines that Recycled Water is available, the District 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. Mesa Water will establish Point of Connection to the Offsite Facilities.

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 business 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 employees in the English language.

8.3.2.2 Employee Training

It shall be the responsibility of the user to ensure that all Operations staff 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 employees as well as to all new employees. In addition, the user shall provide Mesa Water with written conformation stating what training is provided to the Operations staff, 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 Water Operations staff 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 Water Operations staff. The user shall provide Mesa Water with written confirmation stating what information was provided to the Water Operations staff, 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, a District Agent, and various Appropriate Regulatory Agencies. The user and Water Operations staff 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 the District or the appropriate regulatory agency, and the disinfection process shall be performed in Mesa Water employee's presence. When storage tanks or distribution vehicle tanks are provided with an inlet air gap whose configuration is approved by the DDW and OCHCA, such Onsite disinfection shall not be required.

8.3.3 Submittals and Records

Facility layout Drawings shall be submitted as specified within these Rules and Regulations by the Customer 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 the District 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~~ commencement of any construction. Refer to the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities 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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 Assemblies, 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 Assemblies, 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 exists.

Standard Water Construction Notes for Recycled Water

The standard notes for Recycled Water listed in 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.

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 Assemblies, including type of such assembly(ies)

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 Assembly 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 Assemblies, 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 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 Assembly 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 Assemblies.

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 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, DDW, 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 District Agents harmless from all costs, losses, expenses, damages, attorneys' Fees, and other costs of defense that the District 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 it 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 business hours that can communicate with Mesa Water employees 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's service area unless it has been approved by the District. If it becomes necessary to interrupt service to an existing system, this interruption shall be done at a time determined by Mesa Water, under its direction and inspection.

8.4.3.2 Inspection Authority

Mesa Water, those authorized by the District, 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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities 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 to these 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 $\frac{3}{4}$ 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~~ ~~totagged~~ 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 3 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’ 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:

- 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.
- Recharge Recycled Water System, then the activated and pressurized Potable Water System, shall be shut down at the Backflow Prevention Assembly. 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 the District.

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 the Standard Specifications and Standard Drawings for the Construction of Mesa Water Facilities. 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 ~~inches~~ 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 asbe~~ 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 655 E. Ball Road, Anaheim, CA 92805 (phone: ~~{714}.507-.3300~~).
- 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 asbe~~ manufactured by T. Christy Enterprise (Christy's Part No. 4100) or approved equal. The pumping equipment warning label shall ~~be asbe~~

manufactured by T. Christy Enterprise (Christy's Part No. 4200) or approved equal. The Potable Water decals shall ~~be as be~~ 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 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 2 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 Water Operations staff using 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 staff using 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 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. 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~~are 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, Deposits, and billings shall be the same as established for the Potable Water System, as specified in Section 3 – Water Billing and Customer Service. Rates, Fees, and Charges for Recycled Water Service shall be as established by the Board.

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 these Rules and Regulations for Water Service. Fees shall be in accordance with those listed in the Water Rate and Charge Schedule.

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 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 its 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 user shall report the following items within 24 hours of an occurrence to Engineering or Water 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 for Water Service.
- 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 these 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 non-compliance 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, non-compliance 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 2.7-2.9 of these Rules and Regulations.

Appendix 1: Application for New Service

DRAFT



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

MESA WATER FILE NO.

THIS APPLICATION BECOMES A PERMIT WHEN APPROVED AND VALIDATED

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.

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. _____

Signature of Applicant (Property Owner only)

PERMIT APPROVED FOR MESA WATER

By _____

Date _____

Permit Expires _____

VALIDATION



For Work Done By Mesa Water District® (Mesa)

AGREEMENT: I agree to have my installation fee credited to charges for installation costs and I understand the installation fee is on a fixed cost basis. I further understand that the installation shall at all times remain under the exclusive control of Mesa, and that the water will not be turned on until any required backflow devices have been installed, tested and certified. I further understand that the water service will be billed to the applicant whose name appears on this form, or if specified to the billing customer, until Mesa has been instructed to bill otherwise. This Agreement is subject to the current Mesa Rules and Regulations and Standard Specifications on file at Mesa's office.

For Work Done Under Permit

A construction performance bond shall be posted in accordance with the current Mesa Rules and Regulations. The bond and Permit Fee must be received by Mesa prior to Mesa's final approval of plans and/or issuance of Permit. All work done under this Permit shall in accordance with the current Mesa Rules and Regulations and Standard Specifications.

I understand that the installation shall at all times remain under the exclusive control of Mesa, and that the water will not be turned on until any required backflow devices have been installed, tested and certified. I further understand that the water service will be billed to the applicant whose name appears on this form, or if specified to the billing customer, until Mesa has been instructed to bill otherwise.

Capacity Charges

Capacity Charges will be collected by Mesa on all projects requiring new or additional water service in accordance with the current Mesa Rules and Regulations. I understand that if Mesa determines after installation that water use exceeds the expected amount for the sized capacity of a meter, a larger meter with a larger flow capacity will be installed and I will be required to pay the additional net increase in the Capacity Charges.

Appendix 2: Customer Service Meter Request Form

DRAFT



Customer Service Meter Test Request Form

Customer Information			
Name on Water Bill		Phone	
Account Number	----- -- -----		
Property Address		City	
Mailing Address (if different)		City	
Email Address			

Customer's Reason for Meter Test Request:

The terms and conditions as listed in the Rules and Regulations for Water Service shall apply to the Customer of Record requesting testing of a water meter.

The Customer of Record shall submit to Mesa Water a meter test deposit of \$50.00, or as listed in the current Water Rate and Charge Schedule.

A receipt for payment of the meter test deposit will be provided to the customer of record, and a copy will be kept with this request form.

I agree to the terms and conditions as listed in the Rules and Regulations for Water Service, and that the meter test deposit may be forfeited if the meter is found to be accurate within the limits as specified therein.

Customer Name

Customer Signature



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: _____

DESCRIPTION	QUANTITY	PRICE EACH (1)	DEPOSIT AMOUNT (1)
METER INSTALLATION	SIZE: 5/8"	\$	\$
	SIZE: 3/4"	\$	\$
	SIZE: 1"	\$	\$
	SIZE: 1 1/2"	\$	\$
	SIZE: 2"	\$	\$
MANIFOLD	SIZE:	\$	\$
PLAN CHECK -			
FIRST SERVICE (RESIDENTIAL / COMMERCIAL)		\$	\$
ADDITIONAL SERVICES		\$	\$
METER CHANGES ONLY		\$	\$
ADDITIONAL PLAN REVIEWS (4 TH OR MORE)		\$	\$
CONSTRUCTION PERFORMANCE BOND			\$
CAPACITY CHARGES			\$
OTHER (PLEASE SPECIFY)			\$
CONSTRUCTION INSPECTION	DEPOSIT	QUANTITY	
Backflow Devices	\$		\$
Meters	\$		\$
Service Connection	\$		\$
Manifolds	\$		\$
Pressure Test	\$		\$
Firelines	\$		\$
Valves	\$		\$
Chlorination/Flushing & Health Sample	\$		\$
Weld Connections	\$		\$
Shutdown	\$		\$
AFTER HOURS INSPECTION-	\$ PER HOUR		\$
CONSTRUCTION INSPECTION TOTAL			\$

(1) Refer to the Mesa Water District website (www.mesawater.org) under Water Rate and Charge Schedules for costs.

TOTAL DEPOSIT \$ _____

Prepared by: _____

Date: _____

Checked by: _____

Date: _____

Approved by: _____

Date: _____

Appendix 4: Application for Temporary Water Service

DRAFT



APPLICATION FOR TEMPORARY WATER SERVICE

Mesa Water District
1965 Placentia Avenue, Costa Mesa, CA 92627
949.631.1200

Date

Customer Billing Information

<input type="checkbox"/>	Company	<input type="checkbox"/>	Individual		
Name			Phone		
Federal Tax ID					
CA Contractor's License #					
Billing/Mailing Address					
City		State		Zip	

Job Site Information

Site Contact Name		Contact Phone			
Address / Cross Streets					
Estimated Length of time at location					

Deposit

Deposit Amount	\$	Payment Method	Check / Credit / Cash
----------------	----	----------------	-----------------------

I have read and agree to the Rules for Hydrant Meters for Construction Water Service.

Contact Name (Print) _____ Contact Signature _____

Mesa Water District use only

Account Number _____ - _____

Location: Atlas Sheet _____ Hydrant # _____

**Appendix 5: Rules for Hydrant Meters
for Construction Water Service**

DRAFT



RULES FOR HYDRANT METERS FOR CONSTRUCTION WATER SERVICE

Mesa Water District Policy DS-009, Attachment B

Revised January 01, 2018

REQUIREMENTS:

1. Mesa Water District (Mesa Water®) requires a minimum of one business day notice to set up or pick up hydrant meters.
2. An applicant or acting agent for the applicant must confirm the beginning meter read of the hydrant meter and complete the Rules for Hydrant Meters for Construction Water Service in order to activate water service.
3. Hydrant meters are locked to the selected hydrant. Selected hydrants must be a Mesa Water hydrant; Private hydrants may not be used with Mesa Water hydrant meters.
4. Mesa Water requires a minimum of one business day notice for moving a hydrant meter to an alternate location, during normal business hours. Only Mesa Water employees are authorized to move hydrant meters.
5. The hydrant meter permit holder assumes all liability arising from the use of said Mesa Water facilities and equipment, and will pay all costs for repair or replacement regardless of circumstances.
6. Mesa Water reserves the right to determine the degree of hazard associated with the temporary connection and may elect to require backflow protection. Mesa Water will install and certify the appropriate backflow device when required.

FEES & CHARGES:

1. A deposit of **\$1,030.00** for each hydrant meter must be paid once the hydrant meter has been set and water service has started.
2. A one-time **\$149.00** hydrant meter Installation Fee to set up each hydrant meter will be charged to the customer's account.
3. The water usage charge is **\$4.27** per unit (1 unit = 748 gallons) of water used.
4. Daily rental rate for hydrant meters is **\$10.00**
5. A charge of **\$75.00** for moving the hydrant meter will be assessed when Mesa Water is not given sufficient advance notice to relocate hydrant meter. There is no charge for moving a hydrant meter with a minimum of one business day notice.
6. Backflow device set-up and certification fee is **\$45.00**.
7. Repair to or replacement of damaged hydrant meter parts is the actual cost of the part, plus labor. Labor costs are currently **\$150.00** per incident.
8. Replacement of stolen, lost meters is the actual cost of a replacement meter, which is currently **\$1,030.00**.

PAYMENT:

1. Regular Bi-monthly Bills and Closing bills are due and payable upon receipt.
2. Delinquent Bills: Accounts not paid by the due date on the bill will be sent a delinquent bill and charged a late fee. Past due accounts will be sent to a collection agency and are subject to a penalty.

By accepting water service, you are subject to Mesa Water's Rules and Regulations for Water Service, and are responsible for all charges until you notify Mesa Water to stop your water service/pick up hydrant meter. Please call 949.631.1200 to schedule pick-up when your job is completed.

I have read and agree to the Rules for Hydrant Meters for Construction Water Service.

Contact Name (Print) _____ Contact Signature _____

Appendix 6: Water Service Agreement

DRAFT

FILE NO. _____

**WATER SERVICE AGREEMENT WITH THE
MESA WATER DISTRICT
FOR WATER SERVICE**

DRAFT

Date: _____
File No.: _____
Location: _____
Atlas Sheet No.: _____

The undersigned, (hereinafter referred to as "Applicant"), hereby requests water service by the **MESA WATER DISTRICT**, (hereinafter referred to as "Mesa Water"), in accordance with all of the terms and conditions of this Water Service Agreement and Mesa Water's Rules and Regulations For Water Service", (hereinafter referred to as "Rules and Regulations"), which are incorporated herein by this reference and made a part hereof as though fully set forth.

Applicant hereby applies for that service as applicable, which can be provided by the facilities described below, to that certain real property located within Mesa Water, in the County of Orange, State of California, described as follows (metes and bounds description or as acceptable to Mesa Water):

AP-

Said property is to be used for the purpose(s) of:

Applicant hereby represents that Applicant is the owner of said real property. Applicant estimates that the total service to be required of Mesa Water upon development of said real property is _____ gallons per minute ("GPM") on the basis of the connected capacity demand ("CCD") as defined in the Rules and Regulations of Mesa Water.

Upon acceptance of this Application by Mesa Water, together with all costs, including the Capacity Charge as determined by the Mesa Water District Engineer or an authorized representative subject to appeal to the General Manager or the Board of Directors, plans and specifications, bonds, conveyance of necessary easements, and other items as may be required herein, Mesa Water agrees to provide the requested water service subject to the terms and conditions herein set forth and set forth in the Rules and Regulations of Mesa Water. Mesa Water shall deliver to the Applicant an executed copy of this Agreement.

1. Applicant shall adhere to the requirements prescribed by the Rules and Regulations, as amended from time to time, and to any additional requirements prescribed from time to time by the General Manager or Board of Directors of Mesa Water, or both, to insure compliance with such Rules and Regulations as to obtaining water.

2. Applicant hereby agrees to build or cause to be built the described water facilities, (hereinafter collectively referred to as "the Facilities"), and agrees to pay all costs of installation of same, including, but not limited to, cost of labor, materials, equipment, contractor's expense and profit,

environmental studies, design, engineering, surveying, inspection, testing, plan check, land and easement acquisition, condemnation, attorney's fees, insurance and bond premiums.

3. Applicant agrees that the Facilities shall be constructed in accordance with plans and specifications which shall comply with all applicable requirements of Mesa Water's "Standard Specifications for the Construction of Water Facilities", including, but not limited to, requirements as to information to be shown on the plans. Said document is on file at the office of Mesa Water and is by this reference incorporated herein. Such plans and specifications shall be approved by Mesa Water. Such approval of the plans and specifications by Mesa Water shall not constitute approval of the permit applied for herein. The Facilities shall be constructed by a contractor licensed by the State of California to install said Facilities.

4. Applicant guarantees the Facilities constructed under this Agreement against defects in workmanship and materials for a period of one (1) year after the date of acceptance of the Facilities by Mesa Water. It is further agreed that the Facilities shall be restored to full compliance with the requirements of the plans and specifications, including any test requirements, if during said one (1) year period the Facilities or any portion thereof are found not to be in conformance with any provisions of said plans and specifications. This guarantee is in addition to any and all other warranties, express or implied, with respect to the Facilities.

5. Applicant agrees to grant, or cause to be granted to Mesa Water, without cost to Mesa Water, all necessary easements for construction, installation, maintenance and access to the Facilities, across all privately-owned lands to be traversed by the Facilities, which easements shall be in a form and condition of title satisfactory to Mesa Water and shall be executed by all necessary parties having an interest in said lands.

6. Applicant, if applicable, agrees to provide to Mesa Water, prior to acceptance of the Facilities, a complete set of reproducible mylars of the approved plans and specifications for the Facilities.

7. Upon completion of the Facilities, Applicant, if applicable, agrees to execute and deliver to Mesa Water a report of the actual costs of the Facilities and to substantiate such report with invoices and receipts acceptable to Mesa Water. Applicant further agrees that such Facilities will become the property of Mesa Water when it is accepted by its duly authorized employee, evidencing acceptance of the Facilities. However, Applicant hereby disclaims in favor of Mesa Water all right, title and interest in and to said systems, appurtenances and easements; and Applicant hereby covenants and agrees to execute and deliver to Mesa Water any documents required to complete the transfer of the Facilities concurrently with the acceptance thereof by Mesa Water; and Applicant hereby agrees that Applicant is holding any title to said Facilities, pending acceptance thereof by Mesa Water, as trustee, acknowledging Applicant's obligation to complete said Facilities and transfer the same debt free to Mesa Water.

8. It is agreed that the above provisions shall not preclude the use of the Facilities by property owners within the developed area or outside of said development prior to such delivery of actual costs to Mesa Water, as long as the quality of said water is acceptable to Mesa Water under its Rules and Regulations and written permission has been obtained from Mesa Water by such property owners to connect to the Facilities or to existing facilities. Applicant agrees that the use of the Facilities by the Applicant, transferee or assignee of the Applicant, or others within Mesa Water, will not constitute acceptance of the Facilities by Mesa Water.

9. Applicant agrees to hold Mesa Water harmless from any expense or liability resulting from the construction of the Facilities, and further agrees that Applicant will indemnify and hold Mesa Water, its agents, employees, officers and representatives, free and harmless from and against any and all liabilities for death, injury, loss, damage or expense, (including reasonable attorney's fees), to person or property which may arise or is claimed to have arisen as a result of any work or action performed by Applicant or on behalf of Applicant with respect to the construction and in the installation or repair of the Facilities.

10. Applicant shall submit, concurrently with this Application, if applicable, Payment and Performance Bonds, in connection with the Facilities to be constructed, and for an amount to be determined by Mesa Water.

11. Applicant hereby agrees to pay all administration and engineering costs, (including inspection and plan check costs), calculated as a percentage of the total cost as estimated by Mesa Water, as well as Capacity Charges, meter costs, interim water service line costs, (if applicable), and any other costs incurred by Mesa Water. The amount of such costs shall be based on the applicable schedules of the Rules and Regulations in effect on the date when Applicant has submitted to Mesa Water its completed Application, payment of all deposits, plans and specifications, bonds, conveyance of necessary easements and other items which may be required herein prior to issuance of the permit and the plans of the Applicant have been approved by Mesa Water. Such deposits shall be set forth on Exhibit "A" hereto by Mesa Water, which Exhibit is by this reference incorporated herein, and is subject to revision pursuant to any changes in the applicable schedules prior to the date and application and all accompanying materials and payment are completed, submitted to and approved by Mesa Water.

Applicant hereby agrees that the meter costs set forth in Exhibit "A" includes the provisions by Mesa Water of a water meter and customer control valve. Applicant agrees that the customer control valve is to be obtained from Mesa Water and installed by the Applicant's contractor as the work progresses, and that the water meter is to be installed by Mesa Water prior to the provision of permanent water service by Mesa Water.

Applicant acknowledges and agrees that the payment of such costs is being required prior to final inspection or issuance of certificates of occupancy for the development proposed by Applicant, and that such requirement for prior payment is in accordance with all applicable legal requirements pursuant to Section 53077 et seq. of the Government Code.

12. Applicant agrees to accept such conditions of pressure and service as are provided for by District's water system at the location of all proposed connections thereto and to hold Mesa Water harmless from and against any and all damages, liability and expense arising out of high or low pressure conditions with respect thereto or from interruptions of service.

13. Applicant agrees, if said Mesa Water employs an attorney to enforce this Agreement, to pay said Mesa Water for all attorney's fees to be incurred.

14. Applicant agrees that the General Manager of Mesa Water or his authorized representative may enter upon the hereinabove described property during reasonable hours for the purpose of ascertaining whether the provisions of this Agreement are being performed. Applicant shall not be responsible in any way for the failure of its successors or assigns to comply with any of the provisions of this Agreement.

15. Applicant agrees that service shall be commenced only after the Facilities have been completed and transferred to Mesa Water and all required testing and inspection has been accomplished by Mesa Water.

Applicant is aware that the contracts may not have been let for all necessary water facilities of Mesa Water in order that Applicant can actually receive water service. Applicant further agrees that Mesa Water shall not be obligated to the Applicant or the successors of the Applicant for water service until such time as the actual completion of said necessary Mesa Water facilities.

16. Special conditions for service, if any:

IN WITNESS WHEREOF, the parties have duly caused their authorized signatures to be affixed hereto.

APPLICANT

PROPERTY OWNER

Date: _____

Date: _____

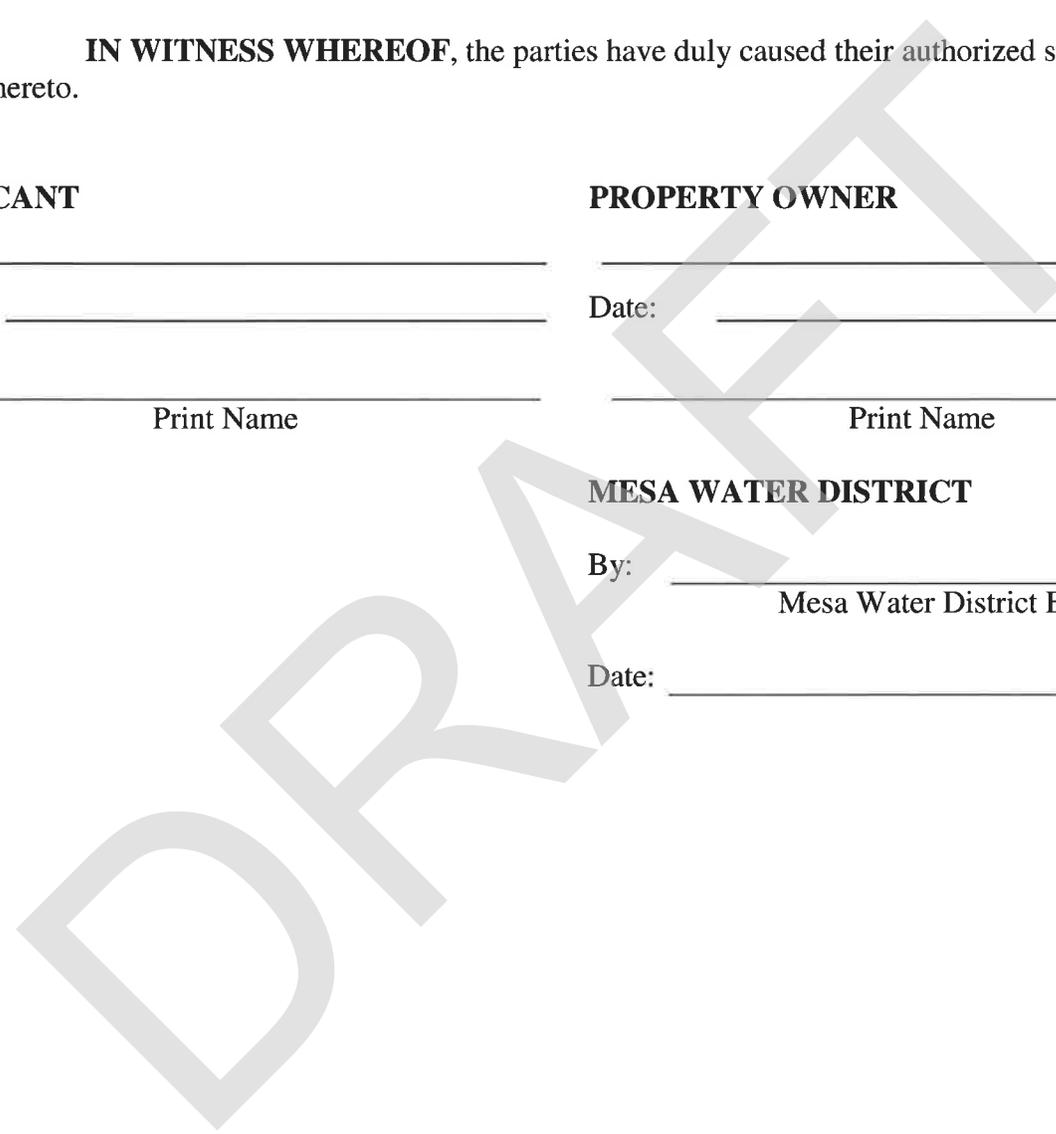
Print Name

Print Name

MESA WATER DISTRICT

By: _____
Mesa Water District Engineer

Date: _____

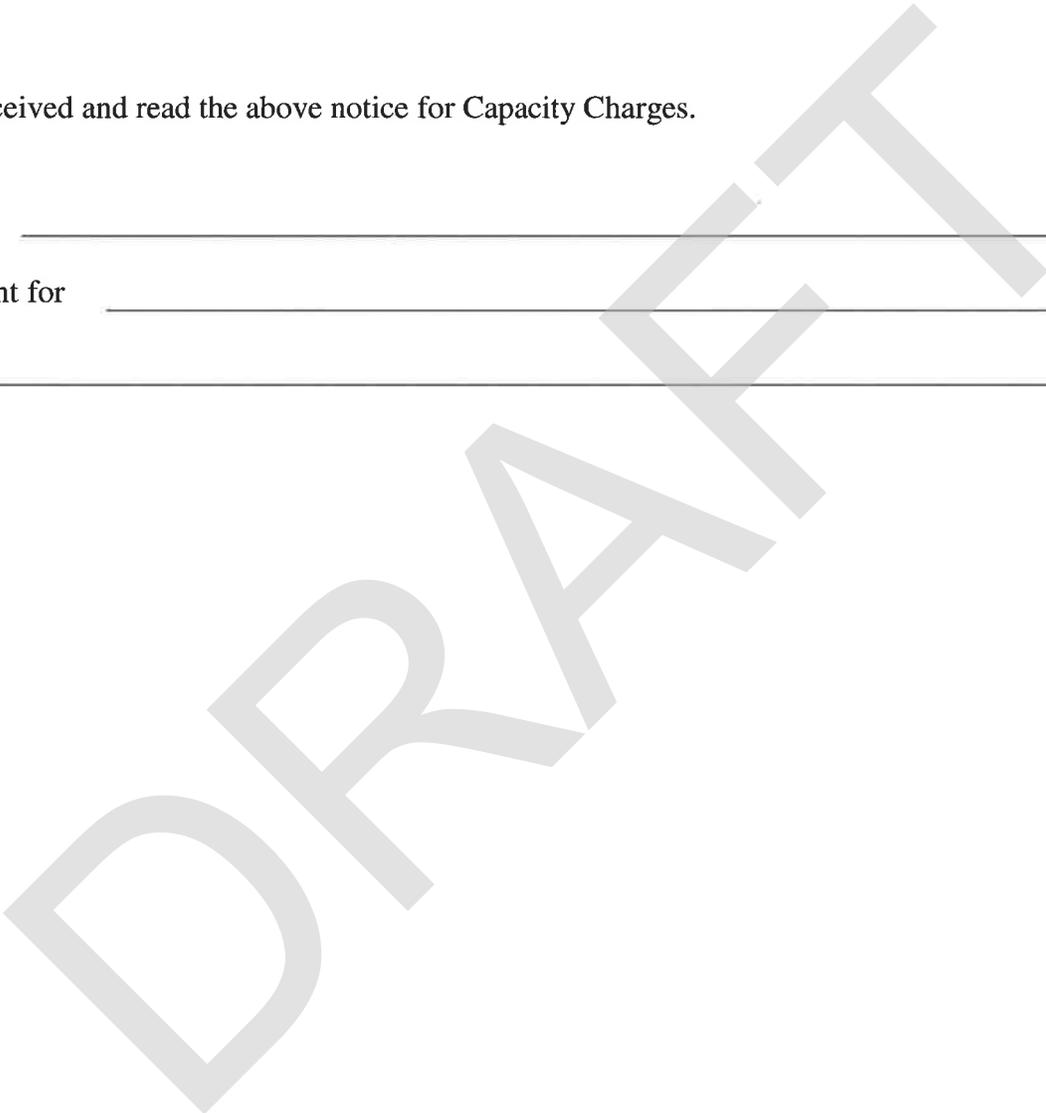


NOTICE – The Mesa Water District imposes a Capacity Charge pursuant to provisions of Government Code §66000 and following the Rules and Regulations of Mesa Water District adopted pursuant to Water Code §31024. These fees are used to finance necessary water facilities. The Capacity Charges and the basis 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 than 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: _____



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Satisfying our Community's
Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa, CPA, MBA, Chief Financial Officer
DATE: April 10, 2024
SUBJECT: Financial Standard Operating Procedures

RECOMMENDATION

Approve a contract amendment with Plante Moran, PLLC for \$175,000 to expand their consulting services to include an internal control assessment and the development of financial standard operating procedures.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

At its May 24, 2023 meeting, the Board of Directors (Board) approved a contract with Plante Moran, PLLC (Plante Moran) to provide an independent professional consultant to evaluate, select and implement a Customer Information System. This contract was secured using a competitive procurement process.

At its March 13, 2024 meeting, the Board approved a contract amendment with Plante Moran to perform a meter reading software evaluation and provide implementation support; this work will be sub-contracted to E Source Companies, LLC, a professional utility consulting firm specializing in metering technology.

DISCUSSION

As part of Mesa Water District's (Mesa Water®) ongoing efforts to further strengthen its organizational processes and controls, and as part of Plante Moran's evaluation of a Customer Information System, staff have identified the need to assess internal controls and to standardize operating procedure to ensure the efficiency, accuracy and compliance of the District's financial processes. These assessment and standardization efforts include such key functions as cash management, receipts handling, procurement, accounts payable, payroll and payroll master file management, financial reporting and monthly close processes, customer information system, accounts receivable, budgeting, and project account tracking.

The Services

The contract amendment will allow Plante Moran to execute the following services through a phased approach:

1. Conduct an internal control assessment encompassing all identified operational areas.
2. Develop comprehensive standard operating procedures tailored to Mesa Water's specific needs and industry best practices.

Deliverables

Upon completion of the services, staff anticipates the following deliverables:

1. Standard Operating Procedures Document: A detailed manual outlining standardized



- procedures for each operational area identified.
2. Risk and Control Matrix: A comprehensive assessment of risks and internal controls, highlighting control gaps and areas for improvement.
 3. Assessment Report: A thorough report outlining findings, control gaps, and recommendations for enhancing internal controls and operational efficiency.

The services and deliverables are expected to provide several benefits for Mesa Water, including:

- Strengthening our internal controls framework to mitigate risks and enhance compliance;
- Improving operational efficiency and accuracy by standardizing processes and procedures; and
- Enhancing transparency and accountability in financial reporting and management practices.

Staff recommends that the Board approve a contract amendment with Plante Moran to expand their consulting services to include an internal control assessment and the development of standard operating procedures.

FINANCIAL IMPACT

In Fiscal Year 2024, \$490,000 is budgeted for Financial Support Services, \$174,510 has been spent to date:

	Contract Cost <u>Amounts</u>
Original Contract (Customer Information System)	\$507,400
Change Order (Meter Reading Software Evaluation & Implementation Support)	\$ 83,125
Requested Funding (Financial Standard Operating Procedures)	\$175,000
Revised Contract Amount	\$ 765,525

ATTACHMENTS

None.

REPORTS:

12. REPORT OF THE GENERAL MANAGER

REPORTS:

13. DIRECTORS' REPORTS AND COMMENTS



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Water Needs*

MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa, CPA, MBA, Chief Financial Officer
DATE: April 10, 2024
SUBJECT: Surplus Property

RECOMMENDATION

This item is provided for information.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

At its June 21, 2018 meeting, the Finance Committee adopted Resolution No. 1513 Updating the Rules and Regulations for Disposal of Surplus Property of Mesa Water District Superseding Resolution No. 1463.

This resolution updates the rules and regulations for the disposal of property that Mesa Water District (Mesa Water®) determines as no longer necessary to carry out the powers and the purposes of the District to meet present or future needs. Further, Resolution No. 1513 requires all surplus personal property, regardless of the amount, to be approved by the Board prior to disposition. The resolution also specifies that the General Manager, acting in the best interest of the District, may use any of the prescribed methods approved by the Board of Directors (Board) for disposal of the assets.

DISCUSSION

This document serves as the written report of the disposal of Surplus Personal Property, including the manner of disposal utilized, which is provided to the Board.

All proposed surplus items were either expensed at the time of purchase or have no undepreciated book value.

Unit 28 – 2008 Ford F-450 (VIN – 1FDXF46Y38EB01416)

Unit 28 was sixteen (16) years old. The truck had not been used recently and has been disposed of. The unit had 84,047 miles. The original acquisition cost was \$32,696.41.

Unit 50 – 2000 Ford F-550 (VIN – 1FDAF56F51EB67854)

Unit 50 was twenty-four (24) years old. The truck had not been used recently and has been disposed of. The unit had 56,322 miles. The original acquisition cost was \$42,936.

Unit 51 – 1997 Ford F-800 (VIN – 1FDNF80C4WVA18196)

Unit 51 was twenty-seven (27) years old. The truck had not been used recently and has been disposed of. The unit had 43,770 miles. The original acquisition cost was \$44,717.



Unit 52 – 2001 Ford F-750 (VIN – 3FDXF75R62MA06894)

Unit 52 was twenty-three (23) years old. The truck had not been used recently and has been disposed of. The unit had 40,600 miles. The original acquisition cost was \$70,837.

Unit 66 – 1995 Case 580L Backhoe (VIN – JJG0221857)

Unit 66 was twenty-nine (29) years old. The backhoe had not been used recently and has been disposed of. The current hours meter was 3,677. The original acquisition cost was \$47,395.

Unit 68 – 1845C Skidsteer (VIN – JAF0326239)

Unit 68 was twenty-nine (29) years old. The Skidsteer had not been used recently and has been disposed of. The current hours meter was 406. The original acquisition cost was \$53,083.

“Disposal by Auction” was chosen as the method of disposal.

FINANCIAL IMPACT

The District received \$7,000 for the surplus of these assets.

ATTACHMENTS

Attachment A: Auction Letter



MesaWater
DISTRICT®

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Water Needs*

BOARD OF DIRECTORS

Shawn Dewane
*President
Division V*

Marice H. DePasquale
*Vice President
Division III*

Jim Atkinson
*Director
Division IV*

Fred R. Bockmiller, P.E.
*Director
Division I*

James R. Fisler
*Director
Division II*

Paul E. Shoenberger, P.E.
General Manager

Denise Garcia
District Secretary

Marwan Khalifa, CPA, MBA
District Treasurer

**Atkinson, Andelson,
Loya, Ruud & Romo**
Legal Counsel

1965 Placentia Avenue
Costa Mesa, CA 92627
tel 949.631.1200
fax 949.574.1036
info@MesaWater.org
MesaWater.org

October 13, 2023

Sellers Name: Mesa Water District
Address: 1965 Placentia Avenue, Costa Mesa, CA 92627

Buyers Name: Kenneth Shirey
Address: 1034 Red Hill Valley Rd. S. E., Cleveland, TN 37323

Mesa Water District has sold the items listed below to Kenneth Shirey
For \$7,000.00.

2008-Ford F-450 Crew Truck Chassis Cab only VIN1FDXF46Y38EB01416
Unit 28- Asset ID 28-2828 is fifteen (15) years old. The current milage is
84,047.

2000-Ford-F-550 Small Dump Truck VIN 1FDAF56F51EB67854
Unit 50- Asset ID 1710-1 is twenty-three (23) years old. The current milage is
56,322.

1997-Ford-F-800 Large Dump Truck VIN 1FDNF80C4WVA18196
Unit 51- Asset ID 1446-1 is twenty-six (26) years old. The current milage is
43,770.5.

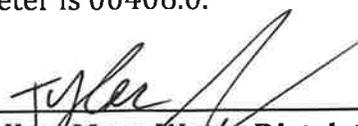
2001-Ford-F-750 Large Dump Truck VIN 3FDXF75R62MA06894
Unit 52- Asset ID 1859-1 is twenty-two (22) years old. The current milage is
40,600.

Off-Road Diesel Equipment Disclosure Statement:

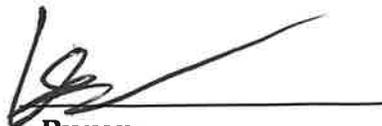
“When operated in California, any off-road diesel vehicle may be subject to
the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation.
It therefore could be subject to retrofit or accelerated turnover requirements
to reduce emissions of air pollutants. For more information, please visit the
California Air Resources Board website at
<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.”

1995- Case 580L Backhoe VIN JYG0221857
Unit 66- Asset ID 1355-1 is twenty-eight (28) years old. The current hours
meter is 3,677.2

1995- Case 1845C Skidsteer VIN JAF0326239
Unit 68- Asset ID 1715-1 is twenty-eight (28) years old. The current hours
meter is 00406.0.



Seller: Mesa Water District
Tyler Jernigan
Assistant Operations Manager



Buyer:
Kenneth Shirey



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MEMORANDUM

TO: Board of Directors
FROM: Marwan Khalifa CPA, MBA, Chief Financial Officer
DATE: April 10, 2024
SUBJECT: Travel and Business Expense Reimbursement Policy

RECOMMENDATION

This item is provided for information.

STRATEGIC PLAN

Goal #3: Be financially responsible and transparent.

PRIOR BOARD ACTION/DISCUSSION

At its November 16, 2021 Committee meeting, the Board of Directors (Board) adopted Resolution No. 1552 Revising the Travel and Business Expense Reimbursement Policy Superseding Resolution No. 1467. Key updates included revisions related to the Maximum Per Diem Allowance, and refining definitions related to receipts and eligible expenses.

At its December 14, 2022 meeting, the Board received an information item regarding the Travel & Business Expense Reimbursement Policy; no changes were made.

At its April 12, 2023 meeting, the Board adopted Resolution No. 1579 Revising the Travel and Business Expense Reimbursement Policy Superseding Resolution No. 1552. Key updates included revisions related to the Maximum Per Diem Allowance, eligible expenses, and receipts.

DISCUSSION

In 2023, the Board adopted Resolution No. 1579 which continues the annual review of the Travel and Business Expense Reimbursement Policy established in Resolution No. 1552.

Over the last twelve months, inflationary pressure has subsided and costs have stabilized. As a result, the maximum daily per diem of \$850 remains appropriate for travel and business expenses. Staff will review the policy in twelve months and evaluate if an adjustment is needed at that time.

FINANCIAL IMPACT

Travel and business expense costs are budgeted each fiscal year, per department.

ATTACHMENTS

Attachment A: Resolution No. 1579

RESOLUTION NO. 1579

RESOLUTION OF THE MESA WATER DISTRICT BOARD OF DIRECTORS REVISING THE TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY SUPERSEDING RESOLUTION NO. 1552

WHEREAS, Mesa Water District (Mesa Water® or District) is a county water district organized and operating pursuant to the laws of the State of California (State or California); and

WHEREAS, the Board of Directors (Board or Directors) of Mesa Water desires to revise its policy for the reimbursement of travel and business expenses made by Directors and Mesa Water employees; and

WHEREAS, effective January 1, 2006, Government Code Section 53232.1(b) requires that local public agencies adopt a written policy specifying reimbursement amounts for expenses such as meals, transportation, and lodging; and

WHEREAS, the Board desires to adopt an updated written policy to satisfy State requirements and to provide guidance to Directors and Mesa Water employees regarding such requirements and procedures.

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

Section 1. This Resolution establishes a policy for the reimbursement of travel and business expenses made by Directors and Mesa Water employees as set forth in Attachment A, which is attached hereto and made a part hereof by this reference (Policy).

Section 2. This Resolution is intended to (i) comply with the requirements of California Government Code Sections 53232.2 and 53232.3, (ii) supplement the definition of actual and necessary expenses for purposes of State law relating to permissible uses of public resources, and (iii) supplement the definition of necessary and reasonable expenses for purposes of federal and State income tax laws.

Section 3. Members of the Finance Committee will review and approve all expense reimbursements submitted by Directors and the General Manager. The Financial Services Department has final approval of expense reimbursements for Mesa Water employees.

Section 4. This Resolution supersedes Resolution No. 1552 and supersedes all prior Board actions and management policies and procedures regarding

reimbursement of travel and business expenses made by Directors and Mesa Water employees.

Section 5. This Resolution shall be reviewed by the Board at least once a year.

Section 6. This Resolution shall take effect upon adoption by the Board.

ADOPTED, SIGNED, and APPROVED this 12th day of April 2023 by a roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Fisler, DePasquale, Dewane
NOES: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

DocuSigned by:
Denise Garcia
F81DD6290CAE4B3...
Denise Garcia
District Secretary

DocuSigned by:
Shawn Dewane
27DA17D0F2334E...
Shawn Dewane
President, Board of Directors

RESOLUTION NO. 1579

ATTACHMENT A

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
REVISING THE TRAVEL AND
BUSINESS EXPENSE REIMBURSEMENT POLICY
SUPERSEDING RESOLUTION NO. 1552**

Travel and Business
Expense Reimbursement Policy

Mesa Water District Travel and Business Expense Reimbursement Policy

1. **Maximum Per Diem Allowance** – Mesa Water District (Mesa Water®) shall reimburse all eligible expenses incurred while on District business, in accordance with this Policy, in an amount not to exceed \$850 per day, unless a greater amount is approved by the Board or General Manager due to special circumstances. Registration and transportation reimbursement shall not be counted as part of the per diem allowance.
2. **Receipts** – Consistent with Internal Revenue Service Regulations §1.274-5, *Substantiation Requirements*, receipts for expenditures are required for lodging and expenses of \$75 or more, and the Director or Mesa Water employee (employee) is required to maintain an account book diary, statement of expense or similar record to substantiate expenses under \$75. In order to obtain reimbursement for eligible expenses, an Expense Reimbursement Form, Attachment B, must be completed and submitted to the Finance Department.
3. **Eligible Expenses** – Directors and employees shall receive reimbursement for actual, necessary, and reasonable expenses, including but not limited to meals, transportation, lodging, and other incidental expenses, incurred while on District business, as follows:

- Meals: Reimbursement for meals (Director/Director, Director/employee or employee/employee) is authorized when pertinent District business requires timely resolution and mealtime affords the most convenient manner to address agency business away from the normal workplace. Reimbursement for meals shall be for a reasonable amount, plus tip not to exceed 20%.

In the event that a Director or employee is also paying the cost of meals for others in connection with the conduct of District business, in accordance with this policy, a maximum amount of \$100 per guest per day shall be authorized in addition to the maximum daily per diem of \$850.

- Transportation (personal vehicle): Reimbursement for travel by a personal vehicle for a total distance of 2,000 miles or less shall be for actual mileage driven at then-current Internal Revenue Service standard mileage reimbursement rate, from point of departure to destination and return. Reimbursement for travel by personal vehicle for a total distance of 2,001 miles or more shall be, the lesser amount of:
 - 1) mileage reimbursement for actual mileage driven to point of destination and return, or
 - 2) the normal cost of fully refundable round-trip airfare to the airport nearest the destination, plus reasonable ground transportation that would otherwise have been required.

Mileage: Reimbursement rate per mile for use of personal vehicle (excluding employees who receive a monthly vehicle allowance) while on

official District business, will be automatically adjusted to the then-current Internal Revenue Service standard mileage rate.

- Transportation (by air): Reimbursement for travel by air shall be for the normal cost of fully refundable round-trip airfare to the nearest airport, plus reasonable ground transportation. Air transportation should be arranged as early as possible to take advantage of reduced fares for early reservations. The General Manager may approve certain travel enhancements such as upgraded programs on a case-by-case basis. Directors and employees shall use government and group rates offered by a provider of transportation services, when available.
- Transportation (other ground): Reimbursement for taxi, rideshare, rail, bus, or other reasonable ground transportation shall be for the actual cost plus tip not to exceed 20% and applicable taxes.
- Transportation (rental car): Reimbursement shall be for the actual cost of the rental car, plus gasoline costs and necessary insurance. If a rental car is used in lieu of personal vehicle, the amount shall be equal or less than the normal cost of a fully reimbursable round-trip airfare to the airport nearest the destination, plus reasonable ground transportation that would otherwise have been required. Directors and employees shall use government and group rates offered by a provider of transportation services, when available.
- Parking: Reimbursement authorized for actual cost.
- Toll Charges: Reimbursement authorized for actual cost.
- Hotel Lodging: Lodging costs for conferences and similar activities shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Director or employee at the time of booking. If the group rate is not available, the Director/employee shall use comparable lodging that is consistent with this Policy. Directors and employees shall use government and group rates offered by a provider of lodging services, when available. Reimbursement not to exceed single room rate plus tax.

For out-of-county or out-of-State business travel that is conducted on more than one day, the Director/employee will have the option of securing one night's lodging at both the front-end and back-end of the trip.

For out-of-county business travel that requires multiple nonconsecutive days, if Director/employee are eligible to claim lodging for the first and last evenings of an out-of-county trip, they are also eligible to claim lodging for any evenings that fall in between the first and last evenings of the trip.

- Telephone/Internet Expenses: Reimbursement (authorized at actual cost) of all reasonable and necessary telephone expenses to conduct District business, including Internet services, while traveling on District business.
 - Baggage Handling: Reimbursement authorized for actual cost.
 - Registration Fees: Reimbursement authorized for actual cost.
4. **Ineligible Expenses** – Personal items, laundry, entertainment, alcoholic beverages, and spouse/companion expenses are not eligible for reimbursement.
5. **Reimbursement from Outside Source** – Directors/employees receiving reimbursement from an outside source for travel on Mesa Water time shall forward such reimbursement to the Financial Services Department for handling and deposit, if they intend on submitting a claim to Mesa Water or use its resources to travel. Directors/employees shall then be entitled to submit a claim for actual, ordinary, and necessary expenses for meals, transportation, lodging, and incidental expenses, subject to the conditions set forth in this Policy.
6. **Authorization** –
- All travel outside of Orange County by employees, but within the State of California, requires advance authorization by the General Manager, department manager or his/her designee.
 - All out-of-State travel by employees requires advance written authorization by the General Manager.
 - All out-of-State travel by the General Manager requires authorization by the Board.
 - Authorization for travel by current members of the Board is subject to the guidelines established by the Board.
7. **Cancellations** – Arrangements for transportation, lodging or registration fees that have cancellation or change penalties shall be carefully monitored by the requesting department. If the cancellation/change occurs due to a personal request or obligations of the Director/employee, they will be required to pay the corresponding penalty, except when the Board of Directors, General Manager, or department manager determines that the reason for the absence was legitimate and authorized.

RESOLUTION NO. 1579

ATTACHMENT B

**RESOLUTION OF THE
MESA WATER DISTRICT BOARD OF DIRECTORS
REVISING THE TRAVEL AND
BUSINESS EXPENSE REIMBURSEMENT POLICY
SUPERSEDING RESOLUTION NO. 1552**

Expense Reimbursement Form



**YEAR | MESA WATER DISTRICT
EXPENSE REIMBURSEMENT FORM**

Name _____ Date(s) _____ GL Acct# _____

Event _____ City _____ State _____

Item	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Expenses
Meals								
Transportation								
Mileage: 0_ _ ¢ X Actual Miles								
Taxi/Rideshare								
Parking/Toll Charges								
Hotel Lodging								
Telephone/Internet								
Miscellaneous								
Other								
Registration Fees								
TOTALS								

SAMPLE

Total Expenses (attach receipts) _____
 Subtract Expenses Paid (e.g., by District credit card, Petty Cash, etc.) _____
Amount Due _____

I attest that this expense claim is an accurate account of funds spent which were incurred by me for Mesa Water® business purposes.

Signature Date

DIRECTORS' REPORTS (AB 1234) PER CA GOVERNMENT CODE SECTION 53232.3(D)

In accordance with CA Government Code 53232.3(d), the following report identifies the meetings for which Mesa Water Directors received expense reimbursement.

Jim Atkinson Meetings Attended

Reimbursement Date:	Description, Date
N/A	

Fred R. Bockmiller, P.E. Meetings Attended

Reimbursement Date:	Description, Date
3/14/24	Meeting with General Manager, 1/23
3/14/24	Mesa Water Employee Event, 1/25
3/14/24	City/Districts Liaison Committee Meeting, 1/26
3/14/24	Water Issues Study Group, 1/30
3/14/24	Meeting with General Manager, 2/29

Marice H. DePasquale Meetings Attended

Reimbursement Date:	Description, Date
3/14/24	ACC-OC Event, 1/24
3/14/24	Mesa Water Employee Event, 1/25
3/14/24	Meeting with General Manager, 1/31

Shawn Dewane Meetings Attended

Reimbursement Date:	Description, Date
N/A	

James R. Fisler Meetings Attended

Reimbursement Date:	Description, Date
3/14/24	OCWD Board Meeting, 1/17
3/14/24	ISDOC Quarterly Meeting, 1/25
3/14/24	EI Toro Water District Board Meeting, 1/25
3/14/24	OC Cemetery District Board Meeting, 2/6
3/14/24	Placentia Library Friends Foundation Event, 3/2

CLOSED SESSION:

17. CONFERENCE WITH LABOR NEGOTIATOR:
Pursuant to California Government Code Section 54957.6(a)
District Negotiator: General Manager
Employee Organization: Represented and Non-Represented Employees

CLOSED SESSION:

18. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION:
Pursuant to California Government Code Sections 54956.9(d)(4) and 54954.5(b)