

## RESOLUTION NO. 1548

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

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**Section 3.** Mesa Water Resolution No. 1527 is superseded by the adoption of this Resolution.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 13<sup>th</sup> day of October 2021 by the following roll call vote.

AYES: DIRECTORS: Atkinson, Bockmiller, Fisler, Dewane, DePasquale  
NOES: DIRECTORS:  
ABSTAIN: DIRECTORS:  
ABSENT: DIRECTORS:

DocuSigned by:  
*Denise Garcia*  
F61DD5296C8E4B5...  
Denise Garcia  
District Secretary

DocuSigned by:  
*Marice DePasquale*  
03EFE8591459423...  
Marice H. DePasquale  
President, Board of Directors

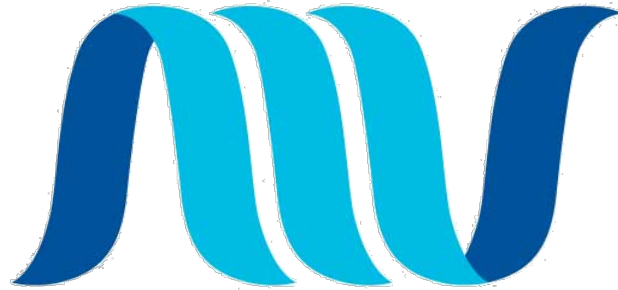
**RESOLUTION NO. 1548**

**ATTACHMENT A**

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

Rules and Regulations for Water Service

Amended October 13, 2021



**MesaWater**  
DISTRICT<sup>®</sup>

---

# **Rules and Regulations for Water Service**

---

Adopted on October 13, 2021

# Table of Contents

<b>SECTION 1 – GENERAL</b> .....	<b>1</b>
1.1 INTRODUCTION .....	1
1.2 DEFINITIONS .....	1
1.3 SERVICE AREA .....	10
1.4 SERVICE CONDITIONS .....	10
1.5 REQUESTS FOR THE RELEASE OF CUSTOMER RECORDS .....	10
1.6 ESTABLISHMENT OF RATES .....	11
1.7 GUIDELINES AND INTERPRETATIONS .....	11
1.8 SEVERABILITY .....	11
1.9 AMENDMENTS .....	11
<b>SECTION 2 – CONDITIONS FOR SERVICE</b> .....	<b>12</b>
2.1 ACCESS TO PREMISES .....	12
2.2 OPERATION BY MESA WATER EMPLOYEES .....	12
2.3 ENFORCEMENT OF EXISTING SERVICE CONNECTIONS .....	12
2.4 MESA WATER’S RIGHT TO INTERRUPT SERVICE .....	12
2.5 MESA WATER LIMITS OF RESPONSIBILITY AND LIABILITY .....	13
2.6 CUSTOMER LIABILITY .....	13
2.7 VIOLATIONS AND ENFORCEMENT .....	13
2.8 CORRECTIVE ACTION .....	14
2.9 RIGHT OF APPEAL .....	14
<b>SECTION 3 – WATER BILLING AND CUSTOMER SERVICE</b> .....	<b>16</b>
3.1 RESPONSIBILITY FOR ACCOUNT .....	16
3.2 NEW ACCOUNTS AND SERVICE ESTABLISHMENT .....	16
3.3 CLOSING OF ACCOUNTS .....	17
3.3.1 Credits on Closed Accounts .....	17
3.4 BILLING AND MEASUREMENT OF WATER SERVICE .....	18
3.5 PAYMENTS .....	18
3.5.1 Payments Made at the Mesa Water Office .....	19
3.5.2 Payments Made by Mail and to the Lockbox .....	19
3.5.3 Payments Made by Third Party Vendor .....	19
3.5.4 Payments Returned by Bank .....	20
3.5.5 Payment Extensions .....	20
3.5.6 Payment Plans .....	20
3.5.7 Financial Assistance .....	21
3.5.8 Overpayments and Credits .....	21
3.6 DELINQUENCIES .....	21
3.6.1 Delinquent Bills .....	21
3.6.2 Final Written Notice of Service Termination (Final Notice) .....	22
3.6.3 Notice of Pending Water Service Termination for Non-Payment .....	23
3.7 TERMINATION OF WATER SERVICE FOR NON-PAYMENT .....	24
3.7.1 Circumstances Under Which Water Service Will Not be Immediately Terminated After Exhausting Procedures in Section 3.6 .....	24
3.7.2 Special Medical and Financial Circumstances Under Which Water Service Will Not be Terminated .....	24
3.7.3 Days and Times of Service Termination Due to Non-Payment .....	25
3.7.4 Procedures for Terminating Water Service for Non-Payment .....	25

## Table of Contents - Continued

3.8	RESTORATION OF WATER SERVICE.....	26
3.9	PROCEDURES FOR OCCUPANTS OR TENANTS TO BECOME CUSTOMER OF RECORD OF MESA WATER DISTRICT .....	26
3.9.1	Applicability .....	26
3.9.2	Agreement to District Rules and Regulations for Water Service .....	26
3.9.3	Verification of Tenancy .....	26
3.9.4	Deductions from Rental Payment .....	27
3.10	COLLECTIONS .....	27
3.11	DEPOSITS .....	27
3.12	CUSTOMER BANKRUPTCY .....	28
3.13	CUSTOMER INQUIRIES, DISPUTES, AND COMPLAINTS.....	29
3.13.1	Billing Disputes .....	29
3.13.2	Meter Inquiries and Testing.....	29
3.13.3	High Water Use Investigations.....	30
3.13.4	Water Quality Inquiries.....	30
	<b>SECTION 4 – CONSTRUCTION OF WATER FACILITIES AND APPURTENANCES .....</b>	<b>31</b>
4.1	APPLICATION PROCESS .....	31
4.1.1	Plan Check Process.....	31
4.1.2	Issuing the Permit .....	31
4.1.3	Water Service Agreement.....	31
4.1.4	Fees and Charges.....	32
4.1.5	Capacity Charges.....	32
4.1.5.1	Calculating the Capacity Charge.....	32
4.1.5.2	Calculating Capacity Charge Credits on Meters Pulled at the Time of Redevelopment.....	33
4.1.5.3	Calculating Capacity Charge Credits on Meters Pulled Prior to Redevelopment.....	33
4.1.5.4	Application of Capacity Charges to Public Agencies.....	34
4.1.5.5	Use of Recycled Water .....	35
4.1.6	Bonds and Conditions for Release of Bonds.....	36
4.1.7	Document of Conveyance and Guarantee .....	36
4.2	CONSTRUCTION OF WATER FACILITIES .....	37
4.2.1	Underground Service Alert.....	37
4.2.2	Safety Requirements.....	38
4.2.3	Charges for Damages .....	38
4.2.4	Valves and Water Main Shutdowns .....	38
4.2.5	Mesa Water Inspection .....	38
4.2.6	Size, Location and Installation of Water Services .....	39
4.2.7	Meter Installation.....	39
4.2.7.1	Meter Equipment Standards .....	40
4.2.7.2	High-Use Customers .....	40
4.2.7.3	Non-High Use Customers .....	41
4.2.8	Single Meter Policy .....	41
4.2.8.1	Multi-Family Buildings Policy.....	41
4.2.8.2	Master Meter Policy .....	42
4.2.8.3	Landscape Irrigation Meters.....	43

## Table of Contents - Continued

4.2.9	Submetering and Prohibited Practices .....	43
	4.2.9.1 Application .....	43
	4.2.9.2 Prohibited Practices .....	43
4.2.10	Automatic Fire Sprinkler Service Connections .....	44
	4.2.10.1 Down-Stream Residential Fire Sprinkler Systems .....	45
4.2.11	Fire Hydrant Installation .....	45
4.2.12	Water Main Extensions .....	45
4.2.13	Benefited Property Agreement.....	46
4.2.14	Regulation of Booster Pumps .....	46
4.2.15	Acceptance of Easements .....	46
<b>SECTION 5 – TEMPORARY WATER SERVICES .....</b>		<b>48</b>
5.1	TEMPORARY CONNECTIONS .....	48
5.2	HYDRANT METERS .....	48
<b>SECTION 6 – CROSS CONNECTION AND BACKFLOW PREVENTION .....</b>		<b>49</b>
6.1	INTRODUCTION.....	49
6.2	GENERAL PROVISIONS.....	49
	6.2.1 Protection.....	49
	6.2.2 Backflow Prevention Assemblies .....	49
	6.2.3 Unprotected Cross Connections .....	50
	6.2.4 New Service Requests.....	50
	6.2.5 Protection Required Before Granting Service .....	50
	6.2.6 Protect All Water Lines.....	50
6.3	WHERE PROTECTION IS REQUIRED .....	51
	6.3.1 Premises Having an Auxiliary Water Supply .....	51
	6.3.2 Premises Handling Processed Water.....	51
6.4	PREMIES HAVING OR POSSIBLY HAVING CROSS CONNECTIONS .....	51
6.5	TYPE OF PROTECTION .....	51
	6.5.1 Type of Backflow Assembly .....	51
6.6	APPLICATION .....	52
	6.6.1 Structures of More Than Two Stories in Height .....	52
	6.6.2 Residential Buildings with Fire Sprinklers .....	52
	6.6.3 Recirculating Water.....	52
	6.6.4 Five or More Units.....	52
	6.6.5 Health or System Hazard from Auxiliary Water Supply .....	52
	6.6.6 Sewage and Storm Drain Facilities .....	52
	6.6.7 Hospitals, Mortuaries, Etc. ....	52
	6.6.8 Commercial or Industrial Buildings.....	53
	6.6.9 Fireline Services.....	53
	6.6.10 Irrigation Services .....	53
	6.6.11 Multiple Use Services.....	53
6.7	INSTALLATION.....	53
	6.7.1 Only Mesa Water Approved Assemblies .....	53
	6.7.2 Installation Specifications.....	53
	6.7.3 Replacement of Obsolete Assemblies .....	54
	6.7.4 Testing New Assemblies.....	54
	6.7.5 Right to Reject.....	54

## Table of Contents - Continued

6.7.6	Potable Water Plumbing .....	54
6.8	INSPECTION AND TESTING .....	54
6.8.1	Original Test.....	54
6.8.2	Annual Test by Certified Tester.....	54
	6.8.2.1 First Notification .....	55
	6.8.2.2 Shutoff Notification.....	55
	6.8.2.3 Customer of Record's Responsibility .....	55
	6.8.2.4 Reports .....	55
6.8.3	Random Tests and Inspections of Assemblies .....	55
6.8.4	On-Premise Inspection by Mesa Water.....	56
6.8.5	More Frequent Inspection .....	56
6.8.6	Duty of Tester.....	56
6.8.7	Testing Methods.....	56
6.9	ENFORCEMENT .....	56
6.9.1	New Service Connections .....	56
6.9.2	Existing Service Connections.....	57
6.9.3	Termination of Water Service.....	57
6.9.4	Civil and Criminal Actions .....	57
6.9.5	Onsite Irritation Systems .....	57
6.10	GENERAL TESTING .....	58
6.10.1	Offsite Facilities.....	58
6.10.2	Onsite Facilities .....	58
6.11	TERMINATION .....	58
6.11.1	Basis for Termination of Water Service.....	58
6.11.2	Termination Procedures.....	59
6.11.3	Restoration of Water Service .....	59
	<b>SECTION 7 – WATER USE EFFICIENCY AND WATER WASTE PROHIBITION.....</b>	<b>60</b>
7.1	INTRODUCTION .....	60
7.2	WATER USE EFFICIENCY PROGRAMS AND SERVICES.....	60
7.3	WATER CONSERVATION AND WATER SUPPLY EMERGENCY PROGRAM .....	60
	<b>SECTION 8 – RECYCLED WATER SERVICE .....</b>	<b>61</b>
8.1	INTRODUCTION .....	61
8.2	GENERAL PROVISIONS.....	61
	8.2.1 Specific Authority .....	61
	8.2.2 Enforcement.....	61
	8.2.3 Amendments.....	62
	8.2.4 Federal, State and Local Authority .....	62
	8.2.5 Precedence .....	62
	8.2.6 Service Area.....	62
	8.2.7 System Responsibility .....	62
	8.2.8 Protection of Public Health .....	63
	8.2.9 Authorized Uses.....	63
	8.2.10 Approved Use Areas .....	63
	8.2.11 Design Approval.....	64
	8.2.12 Construction Inspection.....	64
	8.2.13 Service Approval .....	64



## Table of Contents - Continued

8.2.14	Service Conditions .....	64
8.2.15	Rates, Fees and Deposit Schedule .....	64
8.2.16	Mesa Water Limits of Responsibility and Liability .....	65
8.2.17	Surveillance .....	65
8.2.18	Contingency Reservations .....	65
8.2.19	Specific Prohibitions .....	65
	8.2.19.1 Runoff Conditions .....	66
	8.2.19.2 Ponding Conditions .....	66
	8.2.19.3 Direct Overspray Conditions .....	66
	8.2.19.4 Windblown Overspray Conditions .....	66
	8.2.19.5 Unapproved Uses .....	66
	8.2.19.6 Disposal in Unapproved Areas .....	66
	8.2.19.7 Cross Connections .....	67
	8.2.19.8 Unprotected Drinking Fountains .....	67
	8.2.19.9 Unprotected Public Facilities .....	67
	8.2.19.10 Hose Bibs .....	67
	8.2.19.11 Fire Hydrants .....	67
	8.2.19.12 Domestic Wells .....	67
	8.2.19.13 Hours of Operation .....	67
	8.2.19.14 Water/Garden Hoses and Hose Appurtenances .....	68
	8.2.19.15 Recycled Water Impoundments .....	68
8.3	REQUIREMENTS FOR DESIGN AND OPERATION .....	68
8.3.1	Design Requirements .....	68
	8.3.1.1 Design Responsibility .....	69
	8.3.1.2 Point of Connection for Service .....	69
	8.3.1.3 Piping .....	69
	8.3.1.4 Irrigation System Layout .....	69
	8.3.1.5 Storage Facilities .....	70
	8.3.1.6 Distribution Vehicles .....	70
	8.3.1.7 Temporary Connections to Potable Water System .....	71
8.3.2	Operational Requirements .....	71
	8.3.2.1 Supervision .....	71
	8.3.2.2 Employee Training .....	71
	8.3.2.3 Onsite Information .....	72
	8.3.2.3 Onsite Inspection .....	72
	8.3.2.5 Confinement of Irrigation .....	72
	8.3.2.6 Construction Use .....	72
	8.3.2.7 Maintenance .....	72
	8.3.2.8 Reuse of Recycled Water Equipment .....	73
8.3.3	Submittals and Records .....	73
	8.3.3.1 Preliminary Investigation .....	73
	8.3.3.2 Comprehensive Investigation (Retrofitting Only) .....	73
	8.3.3.3 System Design Documents .....	74
	8.3.3.4 Record Drawings .....	75
8.3.4	Cross Connection Control Requirements .....	75
	8.3.4.1 Protection at Potable Water Service Connection .....	75

## Table of Contents - Continued

	8.3.4.2	Protection Within Onsite Potable Water System .....	76
	8.3.4.3	Inspection of Onsite Facilities .....	76
	8.3.4.4	Mesa Water's Cross Connection and Backflow Prevention Regulations for Recycled Water.....	76
8.4		CONSTRUCTION REQUIREMENTS .....	76
	8.4.1	General Requirements .....	76
	8.4.2	Areas of Responsibility.....	76
	8.4.3	Specific Requirements .....	77
	8.4.3.1	Connections to Existing Mesa Water Facilities .....	77
	8.4.3.2	Inspection Authority.....	77
	8.4.4	Material of Construction .....	78
	8.4.4.1	Valves .....	78
	8.4.4.2	Valve Boxes .....	79
	8.4.4.3	Piping .....	79
	8.4.4.4	Storage Tanks.....	79
	8.4.5	Construction Notification .....	79
	8.4.6	Final Inspection and Testing .....	79
	8.4.6.1	Final Inspection.....	79
		8.4.6.1.1 Cross Connection Control Testing .....	80
		8.4.6.1.2 Operational Testing.....	80
	8.4.7	Posting and Identification .....	80
	8.4.7.1	Posting of Approved Use Areas .....	80
	8.4.7.2	Recycled Water Pipe Identification .....	81
		8.4.7.2.1 Buried Recycled Water Pipe .....	81
		8.4.7.2.2 Above Ground Recycled Water Pipe .....	82
	8.4.7.3	Valve Identification.....	82
	8.4.7.4	Storage Tank Identification .....	82
	8.4.7.5	Vehicle Identification .....	82
8.5		PROCEDURES FOR ADMINISTRATION.....	83
	8.5.1	Obtaining Service.....	83
	8.5.1.1	Application Submittal.....	83
	8.5.1.2	Mesa Water Evaluation .....	83
	8.5.1.3	Issuing of User Agreement.....	83
	8.5.1.4	Service Activation .....	84
	8.5.2	Conditions of Service .....	84
	8.5.2.1	Regulatory Conditions.....	84
	8.5.2.2	Financial Conditions.....	84
	8.5.2.3	Operational Conditions.....	84
		8.5.2.3.1 Liability .....	84
		8.5.2.3.2 Service Scheduling .....	84
		8.5.2.3.3 Relations of Property to Service.....	85
		8.5.2.3.4 Metering.....	85
		8.5.2.3.5 Other Conditions .....	85
	8.5.3	Reporting .....	85
	8.5.3.1	Mesa Water to User .....	85
	8.5.3.2	User to Mesa Water .....	85

## Table of Contents - Continued

8.5.4	Violations .....	85
8.5.4.1	Determination.....	86
8.5.4.2	Specific Violations .....	86
8.5.4.3	Corrective Action.....	86
8.5.4.4	Appeal.....	86

<b>Appendix 1: Application for New Service .....</b>	<b>.....</b>
<b>Appendix 2: Customer Service Meter Test Request Form .....</b>	<b>.....</b>
<b>Appendix 3: Payment Voucher .....</b>	<b>.....</b>
<b>Appendix 4: Application for Temporary Water Service .....</b>	<b>.....</b>
<b>Appendix 5: Rules for Hydrant Meters for Construction Water Service.....</b>	<b>.....</b>
<b>Appendix 6: Water Service Agreement .....</b>	<b>.....</b>

## **SECTION 1 – GENERAL**

### **1.1 INTRODUCTION**

Mesa Water District (Mesa Water®) was formed on January 1, 1960, under the provisions of the Costa Mesa Merger Law 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 an Landscape Irrigation System.

Offsite or Offsite Facilities or Offsite System – shall mean all Recycled Water Facilities and appurtenances thereto upstream of the Point of Connection.

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](http://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 so 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](http://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 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.

## **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](http://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 ten 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 ten 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 ten 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 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.

#### **4.1.2 Issuing the Permit**

Upon approval of such plans, and upon receipt of required Fees and Charges, including Capacity Charges, Mesa Water shall validate and issue a Permit.

The Permit shall be valid for a period of one year from the date of issuance. If construction has not commenced within said year, the Permit automatically becomes invalid and the Applicant forfeits all moneys, except Capacity Charges, paid to Mesa Water in connection with the 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 15<sup>th</sup> 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 ten 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 <sup>1</sup>	Nutating Disc	8-Digit HR-E	None
2. Multi-Unit Residential <sup>2/3</sup>	Nutating Disc	8-Digit HR-E	Migratable
3. High Density <sup>7</sup>	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 <sup>4</sup>	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Migratable <sup>5</sup>
7. High-Use <sup>5</sup>	<3" Nutating Disc >3" Combo Meter	8-Digit HR-E	Cellular
8. Hard to Access <sup>6</sup>	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 thirty 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 over sizing.

#### 4.2.13 Benefited Property Agreement

In the event that a Mainline extension or a new Mainline will benefit adjacent properties, at its discretion, Mesa Water may enter into a benefited property agreement with developer(s) of the adjacent properties. All terms and conditions of such a benefited property agreement will be subject to approval by the 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 foot easement (7.5 feet each side of Main) shall be granted to Mesa Water for Mainlines and five feet for Water Services (2.5 feet each side of the service). Easements shall include within the boundaries Mainlines, service laterals, fire hydrants and Water meters.
- 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 into 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 into 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.

## **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 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 ten 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](http://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 with ten 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 ten 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 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.

## **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](http://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](http://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 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 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 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 50 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 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 ¾ inch or one-inch nominal size with brass construction, acme thread body and key, and a normal working pressure of 125 psi. All quick coupling valves for Recycled Water shall be of a design that prevents the quick coupler key (spike) from being used in Potable Water or Non-Potable Water quick couplers.
- Key – All quick coupling valves shall be operated with a special coupler key with an Acme thread for opening and closing the valve. This provision may be modified by Mesa Water in those cases where an existing Onsite Potable Water System is currently equipped with quick coupling valves that are operated with an Acme threaded key.
- Identification – All quick coupling valves shall be tagged to for identification. All tagging shall be to the satisfaction of Mesa Water and Appropriate Regulatory Agencies.
- Cover – The cover shall be permanently attached to the quick coupling valve. It shall be purple in color and made of rubber or vinyl with the following information stamped or molded on the cover: “Recycled Water” in English and Spanish; “Do Not Drink” in English and Spanish; or the international “Do Not Drink” symbol (a glass of Water in a circle with a slash through it), and a locking cover.

All Recycled Water valves shall be in serviceable condition and free from leaks and structural faults. All underground gate valves three inches and smaller may be furnished with either operating nuts or handwheels.

#### 8.4.4.2 Valve Boxes

All new valve boxes (gate valves, manual control valves or electrical control valves) on the recycled Water irrigation system shall be purple (Pantone 512) and have the words "Recycled Water" in white letters on top.

#### 8.4.4.3 Piping

All new buried onsite constant pressure Recycled Water irrigation piping shall be marked as follows: PVC Pipe must be purple-colored PVC pipe with continuous wording "Caution – Recycled Water – Do Not Drink" printed on opposite sides of the pipe. The use of continuous lettering on 3-inch minimum width of purple tape with 1 inch black or white contrasting lettering bearing the continuous wording "Caution – Recycled Water – Do Not Drink" permanently affixed at 5 foot intervals atop all horizontal piping, laterals and Mains is an acceptable alternative to purple pipe.

All new Recycled Water piping above ground or in vaults, including adapters and fittings, shall be painted purple in color (Color Code Pantone 512). Black or white stenciling shall appear on both sides of the pipe with the marking "Caution – Recycled Water" in 5/8 inch letters repeated every 3 feet.

#### 8.4.4.4 Storage Tanks

All storage tanks used for Recycled Water, whether fixed or mounted on distribution vehicles; shall be structurally sound and free from leaks.

#### 8.4.5 Construction Notification

The Applicant shall give Mesa Water at least two Business Days' 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 inch with a minimum thickness of 10 mils. Identification /warning tags shall be attached with heavy-duty nylon fasteners. The size, type of label and location will be dictated by each individual application and subject to acceptance by the City's representative. The minimum size shall be ½-inch letters. Tags shall be as manufactured by T. Christy Enterprise (ID-Max-P2-RC009 for Recycled Water (purple) or ID-Max-B2-PW015 for Potable Water (blue) or ID-Max-Y2-NP012 for Non-Potable Water (yellow)) or approved equal. T. Christy Enterprises, Inc. is located at 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 as manufactured by T. Christy Enterprise (Christy's Part No. 4100) or approved equal. The pumping equipment warning label shall be as

manufactured by T. Christy Enterprise (Christy's Part No. 4200) or approved equal. The Potable Water decals shall be as manufactured by T. Christy Enterprise (Christy's Part No. 4300) or approved equal.

#### 8.4.7.2.2 Above Ground Recycled Water Pipe

The following identification requirements shall be applied to all Recycled Water Systems.

- Purple Pipe – All such piping, including adapters and fittings, shall be purple in color. Black or white stenciling shall appear on both sides of the pipe with the marking "CAUTION - RECYCLED WATER" in 5/8 inch letters repeated every 3 feet. Mesa Water must review and approve any proposal that calls for above ground Recycled Water pipe to be painted as a means for complying with the color requirement. Other proposed methods for identifying above ground pipe must be reviewed and approved by Mesa Water on a case-by-case basis.
- Sprinkler Labeling/Tags – For sprinkler risers located on slopes or in the vicinity of adjacent properties, the risers shall be installed with either sprinkler warning labels/warning tags or riser markers as is appropriate for each situation. The riser markers shall be Christy's Model #5100 for Recycled Water applications, and Christy's Model #5200 for Non-Potable Water applications, or approved equal.

#### 8.4.7.3 Valve Identification

All remote control valves, gate valves, quick coupling, drip valve assemblies, flush valve assemblies, manual drain valves, and pressure relief valves shall be installed in suitable valve boxes, complete with locking and hinged cover, or other approved secure enclosure. Recycled Water valve boxes and covers must be colored purple and have Recycled Water identification imprinted. All valve box covers shall be bolted down with stainless steel bolts and washers

#### 8.4.7.4 Storage Tank Identification

Each and every storage tank shall be identified by a painted label as containing Recycled Water. The label shall contain the words "DO NO DRINK - RECYCLED WATER" with white letters at least two inches high on a purple background. In addition, at least one sign shall be posted on the fence surrounding each storage tank. The label and sign shall be so placed that they can be readily seen by all 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 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**



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**



# 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

### **Appendix 3: Payment Voucher**





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 <sup>TH</sup> OR MORE)		\$	\$ _____
CONSTRUCTION PERFORMANCE BOND			\$ _____
CAPACITY CHARGES			\$ _____
OTHER (PLEASE SPECIFY)			\$ _____
<b>CONSTRUCTION INSPECTION</b>	<b>DEPOSIT</b>	<b>QUANTITY</b>	
Backflow Devices	\$		\$ _____
Meters	\$		\$ _____
Service Connection	\$		\$ _____
Manifolds	\$		\$ _____
Pressure Test	\$		\$ _____
Firelines	\$		\$ _____
Valves	\$		\$ _____
Chlorination/Flushing & Health Sample	\$		\$ _____
Weld Connections	\$		\$ _____
Shutdown	\$		\$ _____
<b>AFTER HOURS INSPECTION-</b>	<b>\$ PER HOUR</b>		<b>\$ _____</b>
<b>CONSTRUCTION INSPECTION TOTAL</b>			<b>\$ _____</b>

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

TOTAL DEPOSIT \$ \_\_\_\_\_

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

Checked by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix 4: Application for Temporary Water Service**



# 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**



# 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**

FILE NO. \_\_\_\_\_

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

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: \_\_\_\_\_

**EXHIBIT "A" TO  
APPLICATION TO AND AGREEMENT WITH  
THE MESA WATER DISTRICT  
FOR WATER SERVICE**

Water Service Deposits

(i)	<b><u>Capacity Charges</u></b>		
	(a)	_____ GPM	\$ _____
	(b)	Credit Towards Capacity Charges, (If Applicable)	\$ _____
	(c)	Existing Meter Sizes, (If Applicable)	
		_____	
		<b>SUBTOTAL</b>	\$ _____
(ii)	<b><u>Administrative and Engineering</u></b>		
	Performance Bond	\$ _____ at _____ %	\$ _____
	Plan Check		\$ _____
	Construction Inspection		\$ _____
		<b>SUBTOTAL</b>	\$ _____
(iii)	<b><u>Meter Installation</u></b>		
		_____ meters at \$ _____ per meter	\$ _____
		_____ meters at \$ _____ per meter	\$ _____
		_____ meters at \$ _____ per meter	\$ _____
		<b>SUBTOTAL</b>	\$ _____
		<b>TOTAL DEPOSIT</b>	\$ _____

**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: \_\_\_\_\_