

September 14, 2023

Applicant

**Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708**

Attn: Hardat Khublall, PE, CCM

Reference: GSWC Job No. 26931744 West Orange County System

Enclosed are two copies of an agreement for the installation of main relocation (collectively, “Facilities”) as delineated on our Construction plan Exhibit A attached hereto. The installation of the Facilities, which will be owned by Golden State Water Company (“Utility”), will be made only after the sewers have been installed, the curb and gutters completed, streets are at a final grade, but prior to the actual paving of the street.

All amounts advanced by Applicant under this letter agreement or otherwise in connection with the installation of the Facilities serve only as a deposit in advance of the costs and expenses Utility estimates it shall incur in connection therewith, and is not a guarantee that Utility’s total costs and expenses incurred shall not exceed such advanced amounts. Applicant acknowledges and agrees that it shall be responsible for and shall pay any shortfall between the amounts so deposited and Utility’s total costs and expenses within 10 days of invoice. Any shortfall not timely paid to Utility shall accrue interest at the rate of 10% per annum until paid.

Water conservation devices are required in compliance with local/state building codes and/or ordinances. These may include, but are not limited to; Low volume flush toilets or toilets flush valves, low flow showerheads, low flow kitchen and lavatory faucets, and automatic controls on landscape irrigation systems - set for off peak operation.

Utility acknowledges receipt of your advanced funds in the amount of \$2,500. This amount has been credited, leaving a balance due as of the date hereof in the amount of \$280,198 due Utility. **Additional amounts may be payable by Applicant based on final costs and expenses incurred by Utility.**

If Applicant is in agreement with the conditions as outlined in this letter agreement, the enclosed agreement and all other agreements with Utility entered into in connection with the installation of the Facilities, please indicate applicant’s approval by signing and dating both copies of the enclosed agreement in the spaces provided and return both executed versions along with, a check in the amount of \$280,198 and Applicant’s countersignature to this letter agreement to Utility at Golden State Water Company, 160 E Via Verde, Suite 100 San Dimas, CA 91773, Attn: New Business Department. We will then return one fully executed copy of the final contract to you for your files and authorize work to proceed.

Note that the bid used for the enclosed agreement expires on 1/11/2024 and therefore the enclosed agreement will expire at the same time. It is possible that this timeline may be extended with the written consent of the Facilities Contractor. Should you anticipate a need for an extension, please make your written request to Utility prior to the expiration date. A late response will require the project to be re-bid, the re-issuance of a revised agreement that may impact the estimated costs reflected herein, and delay the installation of the Facilities.

Failure to return Applicant’s countersignature to this letter agreement along with both executed versions of the enclosed agreement and the required check within 120 days of the date of this letter will constitute a default of this project and cancellation of the application. Any funds advanced by Applicant remaining from Applicant’s design


deposit will be returned and the project will be closed. If you wish to proceed thereafter, a new application for service and non-refundable review fee will be required.

APPLICANT

Sincerely,

GOLDEN STATE WATER COMPANY

ORANGE COUNTY SANITATION DISTRICT

BY 
Robert N. Hanford, P.E.
Engineering Planning and New Business Manager

Digitally signed by Robert Hanford, P.E.
DN: cn=Robert Hanford, P.E.,
o=GSWC, ou=EDC,
email=rhanford@gswater.com, c=US
Date: 2023.09.14 12:02:30 -07'00'

BY _____
Chad P. Wanke,
Board Chairman

APPROVED AS TO FORM

ATTEST

Bradley R. Hogin
General Counsel
Orange County Sanitation District

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

Job No: 26931744
System: West Orange County

GOLDEN STATE WATER COMPANY

AGREEMENT - (Non-Refundable)

Utility Golden State Water Company
630 E. Foothill Blvd
San Dimas, CA 91773

District: Orange County

Applicant Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

This letter will serve as an agreement between Applicant and Golden State Water Company (“Utility”) for the installation of water facilities at 4500 Lincon Ave, as shown on Exhibit A and described in Exhibit B, attached to and made a part of this Agreement (collectively, “Facilities”).

The portion of the Facilities described in Exhibit A and Exhibit B shall be installed by Utility.

Commencement of construction shall be at a time mutually agreeable and suitable to the construction schedules of both parties and shall progress to completion, except for conditions causing delay beyond either parties control.

The project has an estimated total value of **\$282,698**. The Applicant shall advance the sum of **\$280,198** upon execution of this letter agreement, which represents the estimated cost of Applicant’s portion of the Facilities. This amount includes **\$2,500** previously advanced by Applicant.

All amounts advanced by Applicant under this letter agreement or otherwise in connection with the installation of the Facilities serve only as a deposit in advance of the costs and expenses Utility estimates it shall incur in connection therewith, and is not a guarantee that Utility’s total costs and expenses incurred shall not exceed such advanced amounts. Applicant acknowledges and agrees that it shall be responsible for and shall pay any shortfall between the amounts so deposited and Utility’s total costs and expenses within 10 days of invoice. Any shortfall not timely paid to Utility shall accrue interest at the rate of 10% per annum until paid.

In the event said costs and expenses are less than the estimated costs, Golden State Water Company agrees to refund to the Applicant the difference between actual construction costs and estimated cost.

If Applicant is in agreement with the conditions as outlined in this letter agreement and all other agreements with Utility entered into in connection with the installation of the facilities, please indicate Applicant’s approval by signing and dating both copies of the enclosed agreement in the spaces provided and return both executed versions along with a check in the amount of **\$280,198** to be advanced by Applicant and Applicant’s countersignature to this letter agreement to Utility at Golden State Water Company, 160 Via Verde, Suite 100, CA 91773, Attn: New Business Department. We will then return one fully executed copy of the final contract to you for your files and authorize work to proceed.

Failure to return Applicant's countersignature to this letter agreement and the required check within 120 days of the date of this letter will constitute a default of this project and cancellation of the application. If you wish to proceed thereafter, a new application for service and non-refundable review fee will be required.


This letter agreement is subject to any changes or modifications that may be presented by the Public Utilities Commission of the State of California.

Sincerely,

APPLICANT

GOLDEN STATE WATER COMPANY

ORANGE COUNTY SANITATION DISTRICT

BY  Digitally signed by Robert Hanford, P.E.
DN: cn=Robert Hanford, P.E., o=GSWC,
ou=EDC, email=rhanford@gswater.com,
c=US
Date: 2023.09.14 12:02:56 -07'00'

Robert N. Hanford, P.E.
Engineering Planning and New Business Manager

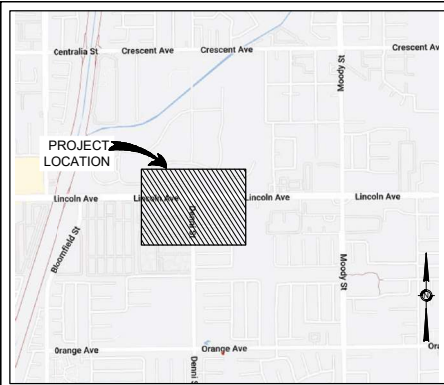
BY _____
Chad P. Wanke,
Board Chairman

APPROVED AS TO FORM

ATTEST

Bradley R. Hogin
General Counsel
Orange County Sanitation District

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District



Golden State Water Company

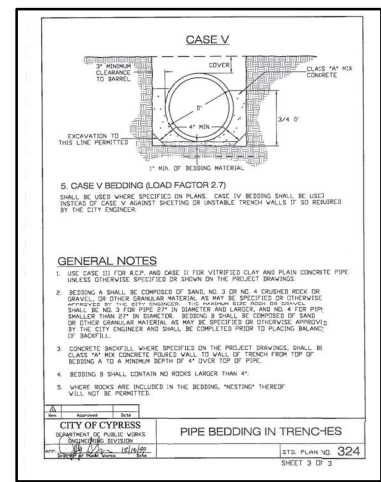
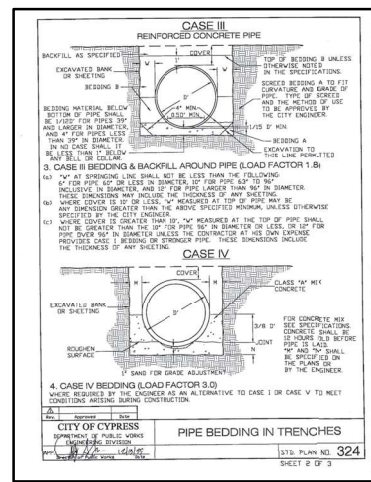
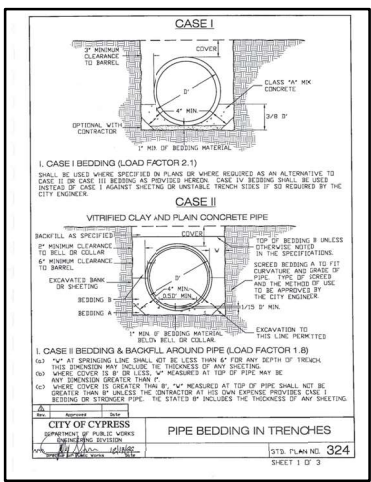
A Subsidiary of American States Water Company

MAIN RELOCATION AROUND OCSD MANHOLE 4500 LINCOLN AVE. INSTALL NEW 12" WATER MAIN CITY OF CYPRESS, CALIFORNIA

GENERAL NOTES:

- ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE GOLDEN STATE WATER COMPANY (GSWC) STANDARD DRAWINGS AND SPECIFICATIONS.
- SHUT DOWN FOR TIE-INS SHALL BE SCHEDULED DURING NORMAL WORKING HOURS UNLESS MODIFIED BY THE PERMIT CONDITIONS, SPECIFICATIONS OR DRAWINGS.
- WORKING HOURS SHALL BE LIMITED FROM 8:30 AM TO 4:00 PM OR AS REQUIRED BY THE CITY OF CYPRESS. NIGHT TIME SHUTDOWN REQUIRED FOR TIE-INS DUE TO BUSINESSES ON SOUTHEAST BLOCK OF DENNI STREET.
- PRIOR TO THE ACCEPTANCE OF THE WATER SYSTEM BY GSWC, ONE SET OF "AS-BUILT" PLANS SHALL BE SUBMITTED TO GSWC BY THE CONTRACTOR. CONTRACTOR'S "AS-BUILT" SHALL PROVIDE A THREE-WAY TIEBACK DIMENSION FROM STATIONED OBJECTS, SUCH AS A FIRE HYDRANT, MANHOLE & DRAINAGE INLET TO EACH SERVICE, UNDERGROUND VALVE AND PIPE FITTING.
- TRENCHING, EXCAVATION, AND BEDDING SHALL BE AS PER GSWC STANDARDS. TRENCH BACKFILL AND PAVEMENT REPLACEMENT SHALL BE AS PER THE REQUIREMENTS OF THE CITY OF CYPRESS.
- WORK SHALL CONFORM TO THE CITY OF CYPRESS STANDARDS AND DETAILS FOR ANY CONCRETE REPAIR WORK (CURB, GUTTER, SIDEWALK, ETC.).
- PROPOSED DUCTILE IRON PIPE FITTINGS SHALL BE MECHANICAL JOINT (MJ) UNLESS OTHERWISE NOTED ON DRAWINGS.
- ALL FITTINGS, VALVES AND EXPOSED METALLIC PARTS SHALL BE ENCASED WITH 8 MIL THICK POLYETHYLENE POLYETHYLENE ENCASEMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND ANWA STANDARD C105.
- THE CAPITAL PROGRAM ENGINEER SHALL BE NOTIFIED TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO SCHEDULE INSPECTION SERVICES. THE CAPITAL PROGRAM ENGINEER OR THEIR DESIGNATED INSPECTOR OF RECORD SHALL BE NOTIFIED IMMEDIATELY OF ANY CONFLICTS WITH THE PUBLIC WATER SYSTEM DURING THE CONSTRUCTION OF THIS PROJECT.
- THE GOLDEN STATE WATER COMPANY IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE CALL PROGRAM. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION BY CALLING THE TOLL-FREE NUMBER 811.
- THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO MATCH PRE-CONSTRUCTION CONDITION OR BETTER AFTER COMPLETION OF THE PROJECT.
- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS, AND THE ACCURACY OR COMPLETENESS OF THE UTILITIES ON THE DRAWINGS IS NOT GUARANTEED. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR PRIOR TO CONSTRUCTION, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK. COMMENCEMENT OF WORK SHALL CONSTITUTE FULL ACCEPTANCE OF EXISTING SITE CONDITIONS. ANY DISCREPANCIES FOUND OR ANY DETAILS NOT SHOWN ON THE DRAWINGS SHALL BE RECORDED ON THE AS-BUILTS AND REPORTED TO THE ENGINEER. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION OF EXISTING WATER MAIN TIE-IN LOCATIONS TO VERIFY PIPE SIZE, TYPE & LOCATION BEFORE START OF CONSTRUCTION WORK AND SHALL HAVE ALL REQUIRED PIPE MATERIALS, VALVES & APPURTENANCES NEEDED FOR THE WORK.
- CONTRACTOR SHALL PROVIDE MINIMUM OF 15 WORKING DAYS OF ADVANCE NOTICE TO GSWC PRIOR TO PERFORMING THE PIPELINE TIE-IN WORK AND SHALL COORDINATE ITS CONSTRUCTION ACTIVITIES WITH GSWC STAFF.
- CONTRACTOR SHALL NOT BLOCK DRIVEWAYS AND MUST MAKE PROVISIONS TO ENSURE THAT HOMEOWNERS CAN ENTER AND EXIT THEIR DRIVEWAYS DURING CONSTRUCTION.
- EXISTING SERVICES SHALL NOT BE INTERRUPTED. ABANDONMENT OF OLD SERVICE SHALL BE DONE WHEN THE NEW PIPELINE IS IN SERVICE TO AVOID SERVICE INTERRUPTION.
- CONTRACTOR MUST MEET ALL CAL/OSHA AND CAL/EPA REQUIREMENTS, GSWC SPECIFICATION SECTION 6000, SUB SECTION 24E, AND ANWA WORK PRACTICES FOR ASBESTOS-CEMENT PIPE OPERATIONS. ALL REMOVED A.C. PIPE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL LAWS. CONTRACTOR SHALL PROVIDE THE GSWC INSPECTOR WITH PAPER CUSTODY TRAIL DOCUMENTATION OF DISPOSAL.
- CONTRACTOR SHALL REMOVE ALL USA MARKINGS AT THE COMPLETION OF THE PROJECT.
- EXISTING CONCRETE CROSS GUTTER TO BE PROTECTED IN PLACE. CONTRACTOR SHALL TUNNEL UNDER ALL CURBS AND GUTTERS AND PROVIDE SLURRY BACKFILL TO MAINTAIN INTEGRITY. ANY DAMAGED CONCRETE WORK INCLUDING BUT NOT LIMITED TO SIDEWALK, CURB & GUTTER, WHEEL CHAIR RAMP AND CROSS GUTTER SHALL BE REPLACED BY CONTRACTOR PER LOCAL JURISDICTION REQUIREMENTS.
- CONTRACTOR SHALL REPLACE DAMAGED TRAFFIC LOOPS AFFECTED BY THE PROJECT PER THE REQUIREMENTS OF THE CITY OF CYPRESS.
- THE DEVELOPER OR HIS AUTHORIZED REPRESENTATIVE SHALL VERIFY THE LOCATIONS OF PROPOSED SERVICES IN THE FIELD AND COORDINATE WITH GSWC REPRESENTATIVE PRIOR TO INSTALLATION.

LEGEND	DESCRIPTION
DS	DOMESTIC SERVICE
FS	FIRE HYDRANT
FH	FIRE SERVICE
IR	IRRIGATION SERVICE
IRR	IRRIGATION SERVICE
(12345)	STREET ADDRESS
⊕	PROPOSED 6" FIRE HYDRANT
⊕	EXISTING 6" FIRE HYDRANT
⊕	EXISTING 4" FIRE HYDRANT
↑	AIR VACUUM RELEASE VALVE
↑	PROPOSED PIPE CAP
--- ---	EXISTING PIPE CAP
	PROPOSED COUPLING
	EXISTING COUPLING
●	PIPELINE FLUSH OUT
●	PROPOSED GATE VALVE
●	EXISTING GATE VALVE
○	INVERT
○	EXISTING MANHOLE
▷	PROPOSED REDUCER
▷	EXISTING REDUCER
---	EASEMENT
---	GSWC PROPOSED WATER MAIN
---	GSWC EXISTING WATER MAIN
-(AB)-	ABANDONED UTILITY (EX: ELECTRIC)
E	EXISTING ELECTRIC
F	EXISTING FIBER OPTIC
G	EXISTING GAS
OH	EXISTING OVERHEAD UTILITY
MWD	EXISTING MWD
OIL	EXISTING OIL
RCW	EXISTING RECLAIMED WATER
S	EXISTING SEWER
SD	EXISTING STORM DRAIN
SL	EXISTING STREET LIGHT
TEL	EXISTING TELEPHONE
TV	EXISTING TRAFFIC SIGNAL
TV	EXISTING CABLE/TELEVISION
UNK	EXISTING UNKNOWN UTILITY



NO.	DESCRIPTION	W.O./YEAR	ESTIMATED QUANTITY	UNIT	ACTUAL QUANTITY

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET
2	P-1	PLAN & TRENCH DETAIL

811
Know what's below.
Call before you dig.

THIS PLAN WAS PREPARED BY THE STAFF OF GSWC ENGINEERING DESIGN. ENGINEERING DESIGN MADE A REASONABLE REVIEW OF AVAILABLE RECORDS AND A VISUAL INSPECTION OF THE PROJECT AREA TO COMPLETE THE INFORMATION GIVEN HEREON INCLUDING THE EXISTENCE AND LOCATION OF SUBSTRUCTURES AND UNDERGROUND UTILITY PIPES. HOWEVER GSWC DOES NOT WARRANT THE INFORMATION GIVEN HEREON.

THE CONTRACTOR, IN ADDITION TO COMPLYING WITH THE PROCEDURES OF UNDERGROUND SERVICE ALERT, IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO LOCATE AND PROTECT THE ABOVE AND BELOW GROUND STRUCTURES IN THE VICINITY OF THE PROJECT.

NO.	DATE	REVISION	APPROVED BY	DATE



PROJECT NO. 327	SYSTEM MAP NO. W.O.C.-11	DRAWING PROVIDED BY: Y.C. DATE: 04/04/22
DESIGNER: B-56	SCALE: N.T.S.	DESIGNER: B.O. DATE: 04/04/22
DISTRICT: ORANGE COUNTY	AS-BUILT RECORDS	FREE CHECK & SERVICE SURVEY BY: K.C. DATE: 05/03/22
SUBJECT: ORANGE COUNTY	DATE: 05/03/22	DATE: 05/03/22
REVIEWED & APPROVED BY: ROBERT N. HANFORD	DATE: 05/03/22	DATE: 05/03/22

Golden State Water Company
A Subsidiary of American States Water Company
160 E. VA VERDE, SUITE 250, SAN DIMAS, CA 91773
PHONE: (909) 305-5427 FAX: (909) 303-0222

PROJECT TITLE: MAIN RELOCATION AROUND OCSD MANHOLE
4500 LINCOLN AVE
INSTALL NEW 12" WATER MAIN

JURISDICTION: CITY OF CYPRESS

DWG NO: T-1

DWG DESC: TITLE SHEET

FRANCHISE NUMBER: 26931744

X:\Projects\208 - West Orange County\26931744 - Demit St & Lincoln Ave - OCSD (08)108 - Engineering\CT - CAD\08.13 - CAD\08.13 - Plan Sheets\26931744-REDESIGN.dwg 6/27/2023 12:19 PM Hanford, VGS

Exhibit B

Facilities To Be Installed By: Golden State Water
26931744
4500 Lincoln Ave, Cypress

Feet or Qty.	Description	Cost	Company Expenses	State & Federal Tax @ 28%	Contingency @ 10%	Total Cost
25	Furnish and install 10-inch PVC Pipe	\$ 11,250	\$ 3,956	\$ -	\$ 1,521	\$ 16,727
160	Furnish and install 12-inch PVC Pipe	\$ 115,200	\$ 39,079	\$ -	\$ 15,428	\$ 169,707
1	Furnish and install 10-inch resilient wedge gate valve	\$ 5,000	\$ 1,898	\$ -	\$ 690	\$ 7,588
1	Furnish and install 12-inch resilient wedge gate valve	\$ 5,200	\$ 1,924	\$ -	\$ 712	\$ 7,836
2	Remove valve and valve box	\$ 9,000	\$ 1,839	\$ -	\$ 1,084	\$ 11,923
3	Cut & plug existing system water mains	\$ 10,500	\$ 3,443	\$ -	\$ 1,394	\$ 15,337
40	Remove and dispose of 10-inch and 12-inch asbestos cement pipe	\$ 3,200	\$ 736	\$ -	\$ 394	\$ 4,330
2	Furnish, install, maintain and remove the project information sign	\$ 3,000	\$ 1,222	\$ -	\$ 422	\$ 4,644
1	Complete all tie-ins as part of nighttime work	\$ 5,000	\$ 1,898	\$ -	\$ 690	\$ 7,588
1	Complete all night/weekend work required by the encroachment permit to be done as night/weekend work	\$ 25,000	\$ 8,653	\$ -	\$ 3,365	\$ 37,018
	TOTAL	\$192,350	\$64,648	\$0	\$25,700	\$282,698

Total	\$	282,698
Connection/Facilities Fees	\$	-
Less Deposits Received	\$	(2,500)
Total Funds Due to GSWC	\$	280,198

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

A. General

1. Utility's Responsibility

- a. (1) In urban areas with dedicated front streets, rear service roads, or public utility easements, the Utility will furnish and install the service pipe, curb stop, meter and meter box at its own expense for the purpose of connecting its distribution system to the customer's piping, except for temporary services and as otherwise provided in Rule No. 15, Main Extensions. The service connection, curb stop, meter and meter box will be installed at a convenient place between the property line and the curb, or inside the customer's property line where necessary. Please refer to Section B of this Rule No. 16 for any current charges for service connections. (T)
(N)
(N)
- (2) In areas which do not have dedicated front streets, rear service roads, or public utility easements the utility will furnish and install the service pipe, curb stop, meter and meter box as above provided but at a convenient point on or near the customer's property except for service beyond the service area.
- b. The service connection will determine the point of delivery of water service to the customer.

2. Customer's Responsibility

a. Condition Precedent to Receiving Service

The customer as a condition precedent to receiving service shall:

- (1) Furnish and lay the necessary piping to make the connection from the service connection to the place of consumption and shall keep such piping in good repair in accordance with such reasonable requirements of the utility as may be incorporated in its rules herein.
- (2) Provide a main valve on the piping between the service connection and the point of customer use.
- (3) Where service is rendered at or near the service area boundary for use beyond the service area, install, operate and maintain the facilities necessary to provide service.

(L)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

President

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

2. Customer's Responsibility

- (4) Applicants requesting a new service connection, a new water meter or an increase in the size of their existing service connection and/or existing water meter resulting in increased demand within the Santa Maria Customer Service Area, as defined on the Service Area Maps, must provide a source of supplemental water to offset the increased demand, pursuant to the Court adopted Stipulation in Santa Maria Valley Water Conservation District v. City of Santa Maria, et al. (and related actions), Lead Case No. CV770214, Superior Court of the State of California, County of Santa Clara, in January 2008 and Commission Decision No. 13-05-11. (L)

- b. The customer's piping shall extend to that point on the curb line or property line of easiest access to the utility from its existing distribution system or requiring the least extension of the existing distribution main. The utility shall be consulted before installation thereof and its approval of location secured. (L)

3. Ownership and Absence of Rental Obligation Where Facilities Are on Premises of Customer.

- a. The service pipe, curb stop, meter, and meter box furnished by or on behalf of the utility and located wholly or partially upon a customer's premise are the property of the utility.
- b. No rent or other charge will be paid by the utility where the utility-owned service facilities are located on a customer's premises.

4. Access to Premises of Customer

- a. The utility shall at all reasonable hours have access to meters, service connections and other property owned by it which may be located on customer's premises for purposes of installation, maintenance, operation or removal of the property at the time service is to be terminated. The customer's system should be open for inspection at all reasonable times to authorized representatives of the utility.
- b. Any inspection work or recommendations made by the utility or its agents in connection with plumbing or appliances or any use of water on customers premises, either as a result or a complaint or otherwise, will be made without charge.

5. Responsibility for Loss or Damages

- a. The utility will not be responsible for any loss or damage caused by any negligence or wrongful act of a customer or of a customer's authorized representatives in installing, maintaining, operating or using any or all appliances, facilities or equipment for which service is supplied.

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

President

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

(Continued)

5. Responsibility for Loss or Damages (continued)

- b. The customer will be held responsible for damage to utility's meters and other property resulting from the use or operation of appliances and facilities on customer's premises, including but not limited to damage caused by steam, hot water, or chemicals.

B. Services

1. Charges for Service Connections

Except as provided in subparagraphs (a), (b), (c) or (d) below, the utility shall make no charge to the customer for making a service connection except in case of connections for private fire protection service, connections for temporary service, changes made at the request and for the convenience of the customer, where additional connections are requested because of divisions of land ownership when the land before division was receiving service, and as otherwise provided in the utility's main extension rules.

- a. Individual Customer Connection Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept connection fees from individual customers as Contributions (as defined in Rule 15, Section E) calculated pursuant to the Commission's Connection Fee Data Form (or equivalent) contained in the Utility's tariffs (including a collection of an Income Tax Component of Contribution ["ITCC"] [also known as a "tax gross-up"] pursuant to Rule 15). (T)
- b. In lieu of paying a connection fee, an applicant for a service connection may retain a licensed contractor, qualified in the judgment of the utility, to install the service connection. Cost to the Utility of inspection and supervision of the installation, including an ITCC pursuant to Rule 15, shall be paid by the applicant. The applicant shall provide the utility with a statement of actual construction cost in reasonable detail. The amount shall be treated as a Contribution to the Utility. The installation shall be in accordance with plans and specifications of the Utility. (T)
- c. Individual Customer Facilities Fee. A Class A utility district or subsidiary serving 2,000 or fewer connections, may accept from individual customers amounts in contribution as a facilities fee calculated pursuant to tariffs approved by the Commission (including a collection of an ITCC pursuant to Rule 15). (T)

(Continued)

(To be inserted by utility)

Issued By

(To be inserted by P.U.C.)

Advice Letter No. 1760-W

R.J. SPROWLS

Date Filed November 30, 2018

Decision No. _____

President

Effective January 1, 2018

Resolution No. _____

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

B. Services

1. Charges for Service Connections (continued)

d. Connection Fees. This fee is applicable to all new service in the following districts:

<u>District</u>	<u>Facilities Fee</u>
Bay Point	\$2,050 per residential lot
Clearlake	\$2,500 per residential lot

These fees, and corresponding ITCC, are for a 5/8 x 3/4" meter. (T)

The districts and applicable fees and ITCC by meter size are shown below: (T)

CONNECTION FEES						
	Bay Point	ITCC @ 28%	Total Charge	Clearlake	ITCC @ 28%	Total Charge
5/8" x 3/4"	\$2,050	\$574	\$2,624	\$2,500	\$700	\$3,200
3/4"	\$3,075	\$861	\$3,936	\$3,750	\$1,050	\$4,800
1"	\$5,125	\$1,435	\$6,560	\$6,250	\$1,750	\$8,000
1 1/2"	\$10,250	\$2,870	\$13,120	\$12,500	\$3,500	\$16,000
2"	\$16,400	\$4,592	\$20,992	\$20,000	\$5,600	\$25,600
3"	\$30,750	\$8,610	\$39,360	\$37,500	\$10,500	\$48,000
4"	\$51,250	\$14,350	\$65,600	\$62,500	\$17,500	\$80,000
6"	\$102,500	\$28,700	\$131,200	\$125,000	\$35,000	\$160,000
8"	\$164,000	\$45,920	\$209,920	\$200,000	\$56,000	\$256,000
10"	\$235,750	\$66,010	\$301,760	\$287,500	\$80,500	\$368,000
Fire Sprinkler 1" to 5/8"	\$2,132	\$597	\$2,729	\$2,550	\$714	\$3,264
Fire Sprinkler 1" to 3/4"	\$3,106	\$870	\$3,976	\$3,750	\$1,050	\$4,800
Fire Sprinkler 1 1/2" to 3/4"	\$3,506	\$982	\$4,488	\$3,975	\$1,113	\$5,088
Fire Sprinkler 2" to 3/4"	\$3,659	\$1,025	\$4,684	\$4,050	\$1,134	\$5,184
Fire Sprinkler 1 1/2" to 1"	\$5,535	\$1,550	\$7,085	\$6,438	\$1,803	\$8,241
Fire Sprinkler 2" to 1"	\$5,689	\$1,593	\$7,282	\$6,563	\$1,838	\$8,401
Fire Sprinkler 3" to 5/8"	\$4,241	\$1,187	\$5,428	\$5,021	\$1,406	\$6,427
Fire Sprinkler 3" to 3/4"	\$5,251	\$1,470	\$6,721	\$6,254	\$1,751	\$8,005
Fire Sprinkler 3" to 1"	\$7,284	\$2,040	\$9,324	\$8,734	\$2,446	\$11,180
Fire Sprinkler 3" to 1 1/2"	\$12,195	\$3,415	\$15,610	\$14,738	\$4,127	\$18,865
Fire Sprinkler 3" to 2"	\$18,252	\$5,111	\$23,363	\$22,131	\$6,197	\$28,328
Fire Sprinkler 4" to 5/8"	\$4,896	\$1,371	\$6,267	\$5,775	\$1,617	\$7,392
Fire Sprinkler 4" to 3/4"	\$5,907	\$1,654	\$7,561	\$7,008	\$1,962	\$8,970
Fire Sprinkler 4" to 1"	\$7,940	\$2,223	\$10,163	\$9,489	\$2,657	\$12,146

(Continued)

(To be inserted by utility)

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R.J. SPROWLS

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(I)
(D)

Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
 (Continued)

B. Services (Continued)

1. Charges for Service Connections (Continued)
 d. Connection fees

	CONNECTION FEES					
	Bay Point	ITCC @ 28%	Total Charge	Clearlake	ITCC @ 28%	Total Charge
Fire Sprinkler 4" to 1 1/2"	\$12,850	\$3,598	\$16,448	\$15,492	\$4,338	\$19,830
Fire Sprinkler 4" to 2"	\$18,908	\$5,294	\$24,202	\$22,885	\$6,408	\$29,293
Fire Sprinkler 4" to 3"	\$31,405	\$8,793	\$40,198	\$38,254	\$10,711	\$48,965
Fire Sprinkler 6" to 5/8"	\$6,444	\$1,804	\$8,248	\$7,556	\$2,116	\$9,672
Fire Sprinkler 6" to 3/4"	\$7,455	\$2,087	\$9,542	\$8,790	\$2,461	\$11,251
Fire Sprinkler 6" to 1"	\$9,488	\$2,657	\$12,145	\$11,270	\$3,156	\$14,426
Fire Sprinkler 6" to 1 1/2"	\$14,398	\$4,031	\$18,429	\$17,273	\$4,836	\$22,109
Fire Sprinkler 6" to 2"	\$20,456	\$5,728	\$26,184	\$24,667	\$6,907	\$31,574
Fire Sprinkler 6" to 3"	\$32,953	\$9,227	\$42,180	\$40,035	\$11,210	\$51,245
Fire Sprinkler 6" to 4"	\$52,798	\$14,783	\$67,581	\$64,281	\$17,999	\$82,280
Fire Sprinkler 8" to 5/8"	\$7,287	\$2,040	\$9,327	\$8,590	\$2,405	\$10,995
Fire Sprinkler 8" to 3/4"	\$8,298	\$2,323	\$10,621	\$9,760	\$2,733	\$12,493
Fire Sprinkler 8" to 1"	\$10,331	\$2,893	\$13,224	\$12,241	\$3,427	\$15,668
Fire Sprinkler 8" to 1 1/2"	\$15,241	\$4,267	\$19,508	\$18,243	\$5,108	\$23,351
Fire Sprinkler 8" to 2"	\$21,299	\$5,964	\$27,263	\$25,637	\$7,178	\$32,815
Fire Sprinkler 8" to 3"	\$33,797	\$9,463	\$43,260	\$41,006	\$11,482	\$52,488
Fire Sprinkler 8" to 4"	\$53,641	\$15,019	\$68,660	\$65,252	\$18,271	\$83,523
Fire Sprinkler 8" to 6"	\$103,343	\$28,936	\$132,279	\$125,970	\$35,272	\$161,242
Fire Sprinkler 10" to 5/8"	\$11,162	\$3,125	\$14,287	\$12,985	\$3,636	\$16,621
Fire Sprinkler 10" to 3/4"	\$12,172	\$3,408	\$15,580	\$14,218	\$3,981	\$18,199
Fire Sprinkler 10" to 1"	\$14,206	\$3,978	\$18,184	\$16,699	\$4,676	\$21,375
Fire Sprinkler 10" to 1 1/2"	\$19,116	\$5,352	\$24,468	\$22,702	\$6,357	\$29,059
Fire Sprinkler 10" to 2"	\$25,173	\$7,048	\$32,221	\$30,095	\$8,427	\$38,522
Fire Sprinkler 10" to 3"	\$37,672	\$10,548	\$48,220	\$45,465	\$12,730	\$58,195
Fire Sprinkler 10" to 4"	\$57,516	\$16,104	\$73,620	\$69,710	\$19,519	\$89,229
Fire Sprinkler 10" to 6"	\$107,218	\$30,021	\$137,239	\$130,429	\$36,520	\$166,949
Fire Sprinkler 10" to 8"	\$167,874	\$47,005	\$214,879	\$205,096	\$57,427	\$262,523

(I)
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Sprinkler rates are for customers that require a larger meter due to fire code requirements.

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Rule No. 16
Service Connections, Meters, And Customer's Facilities

B. Services (Continued)

1. Charges for Service Connections (Continued)

d. Connection fees (Continued)

These connection fees, and corresponding ITCC, are applicable in the Apple Valley and Morongo Valley Customer Service Areas to all applicants requesting new service line and meter connection to the existing distribution system, not including the restoration of Services which were previously disconnected.

Meter Size	Flow gpm	Specified Maximum Flow Rate	Capital Facilities Charge	ITCC @ 28%	Total Charge
		Ratio to a 5/8 x 3/4" Meter			
5/8 x 3/4"	20	1.0	\$ 995	\$ 279	\$ 1,274
3/4"	30	1.5	\$ 1,492	\$ 418	\$ 1,910
1"	50	2.5	\$ 2,487	\$ 696	\$ 3,183
1-1/2"	100	5.0	\$ 4,974	\$ 1,393	\$ 6,367
2"	160	8.0	\$ 7,958	\$ 2,228	\$ 10,186
3"	320	16.0	\$15,917	\$ 4,457	\$ 20,374
4"	500	25.0	\$24,870	\$ 6,964	\$ 31,834

(T)

Over 4" (Determined on the same basis, but subject to available capacity.)

Service connection fees are to be considered as Contribution-in-Aid-Of-Construction and will be applied as a reduction to rate base to offset cost of capital expenditures for facilities necessitated by the addition of new customers to the existing system.

(Continued)

(To be inserted by utility)

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Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)

B. Services (continued)

2. Size of Service Pipe

- a. The minimum size of service pipe installed by the utility will not be less than 3/4-inch nominal size.
- b. The utility may require the customer to provide such data as may be necessary for the utility properly to size a service larger than 3/4-inch nominal size consistent with pressure requirements.

3. Installation

Only duly authorized employees or agents of the utility (or contractors, upon approval of the utility) will be permitted to install a service pipe from the utility's main to the location of the service connection. The connection from the meter to the customer's piping will be made by the utility; provided, however, that if the customer's piping requires repair or replacement, the connection may, at the option of the utility, be made by the customer or his agent.

C. Cross-Connections

1. Protective Regulation

No physical connection between the potable water supply system of the public utility and that of any other water supply or source of actual or potential contamination will be permitted except in compliance with the regulations of the State Water Resources Control Board (SWRCB) contained in Title 17, Sections 7583-7605 of the California Code of Regulations under "Regulations Relating to Cross-Connections."

2. Backflow Preventers Required

The utility will evaluate the degree of potential health hazard to the public water supply which may be created as a result of conditions existing on a user's premises. As a minimum, the evaluation will consider: the existence of cross-connections, the nature of materials handled on the property, the probability of a backflow occurring, the degree of piping system complexity and the potential for piping system modification. The utility may implement a Cross Connection Control Fee to administer the Cross-Connection Control Program as indicated on Schedule No. CCCF.

(Continued)

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Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)

C. Cross-Connections (continued)

2. Backflow Preventers Required (continued)

The utility will require the installation of approved backflow preventers of required type under any of the following conditions:

- a. Where a fresh water supply which has not been approved by the SWRCB Division of Drinking Water is already available from a well, spring, reservoir or other source. (If the customer agrees to abandon this other supply and agrees to remove all pumps and piping necessary for the utilization of this supply, the installation of backflow preventers will not be required.)
- b. Where salt water, or water otherwise contaminated, is available for industrial or fire protection purposes at the same premises.
- c. Where the premises are or may be engaged in industrial processing using or producing process waters or liquid industrial wastes, or where the premises are or may be engaged in handling sewage or any other dangerous substances.
- d. Where fresh water hydrants or other outlets are or may be installed on piers or docks.
- e. Where the circumstances are such that there is special danger of backflow of sewage or other contaminated liquids through plumbing fixtures or water-using or treating equipment, or storage tanks and reservoirs.
- f. Premises that have internal cross-connections that are not abated to the satisfaction of the utility or the health agency.
- g. Premises where cross-connections are likely to occur and entry is restricted so that cross-connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
- h. Premises having a repeated history of cross-connections being established or re-established.

(Continued)

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Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)

C. Cross-Connections (continued)

3. Type and Expense of Backflow Preventers

Any backflow preventer utilized shall be of the type and design specified and approved for the circumstances in Section 7604, Title 17 of the California Code of Regulations, except that a customer may utilize an approved backflow preventer providing greater protection than required by Section 7604. Such backflow preventers shall be installed by and at the expense of the customer, in a manner approved by the utility and the public health agency having jurisdiction. Backflow preventers shall be installed as close as practical to the customer's connection to the utility and in a location which is readily available for periodic inspection.

Backflow preventers shall be tested, repaired or replaced at the expense of the customer.

4. Periodic Testing of Backflow Preventers

Whenever a backflow preventer is installed, relocated, or repaired the customer shall have it tested by persons who have demonstrated their competency in testing of these preventers to the utility or health agency. Backflow preventers shall be tested at least annually or more frequently if determined to be necessary by the health agency of utility. The utility shall notify the customer when testing of backflow preventers is needed. The notice shall also inform the customer that, following the compliance date, the utility may have all untested assemblies tested and, if needed, repaired or replaced. The costs of all testing, repair, or replacement will be borne by the customer, and the utility may add such costs to the customer's water bill. In tenant-landlord situations, the utility shall not be responsible for determining the responsible party beyond notification of the customer of record. The notice shall give the date when the test must be completed. Reports of testing and maintenance shall be maintained by the utility for a minimum of three years.

Whenever a backflow prevention assembly is found to have failed, it must be repaired or replaced as soon as repair parts or a replacement assembly is available, but in no event later than the testing compliance date, or 20 days after testing, whichever comes first. If the assembly cannot or will not be repaired within 3 days of discovery of the failure, the backflow prevention assembly tester must notify the utility of the failure. In cases where the failed assembly presents an immediate risk to public health, the service will be discontinued until the repairs or replacement is completed.

(N)

(N)

(Continued)

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Rule No. 16

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES
(Continued)

C. Cross-Connections (continued)

5. Refusal to Serve or Discontinuance of Service

(L)

The utility may refuse or discontinue service:

- a. Until there has been installed on the customer's piping an approved backflow preventer of the required type, if one is required.
- b. Where the utility has been denied access to the customer's premises to make an evaluation.
- c. Where the customer refuses to test a backflow preventer, or to repair or replace a faulty backflow preventer.
- d. Where there is a direct or indirect connection between the public water system and a sewer line.
- e. Where there is an unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
- f. Where there is an unprotected direct or indirect connection between the public water system and auxiliary water system.
- g. When there is a situation which presents an immediate health hazard to the public water system.

(L)

6. Pumps and Boosters

When a customer receiving service at the utility's main or service connection must, by means of a pump of any kind, increase the pressure of the water received, the pump shall not be attached to any pipe directly connected to the utility's main or service pipe. Such pumping or boosting of pressure shall be done, at the option of the utility, either:

- a. From a sump, cistern or storage tank which must be served through an air gap connection, or
- b. From a combination of an approved backflow preventer plus a device approved by the water utility to prevent the booster pump from drawing the utility's system pressure below 20 psi.

(L)

(Continued)

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Rule No. 16
(Continued)

SERVICE CONNECTIONS, METERS, AND CUSTOMER'S FACILITIES

C. Cross-Connections (continued)

6. Pumps and Boosters (continued)

This requirement shall not apply to American Water Works Association (AWWA) Class 2 Fire Protection systems, except as provided for in the information Bulletin issued by the Office of State Fire Marshall on December 10, 1984. (L)

AWWA Class 2 fire protection systems have direct connections from public water mains only; no pumps, tanks or reservoirs, except that booster pumps may be installed in the connections from the street mains to the fire protection systems; no physical connection from other water supplies; no antifreeze or other additives of any kind; all sprinkler drains discharging to atmosphere, dry well, or other safe outlets. (L)

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