

AGREEMENT BETWEEN THE CITY OF CHULA VISTA
AND SPRING VALLEY SANITATION DISTRICT
FOR THE CONNECTION OF CITY'S PROCTOR VALLEY ROAD SEWER
TO DISTRICT'S FRISBIE TRUNK

THIS AGREEMENT, made and entered into this 20th day of JULY, 1999,
by and between the CITY OF CHULA VISTA, a municipal corporation, hereinafter called
"Chula Vista", and the SPRING VALLEY SANITATION DISTRICT, a county sanitation
district, hereinafter called the "District", is made with reference to the following facts:

WITNESSETH:

STATEMENT OF PURPOSE

1. The District has constructed, or has caused the construction of, Central Avenue sewer, Frisbie trunk sewer and Bonita Meadows Lane sewer (hereinafter referred to as the "Frisbie Trunk") from the intersection of Bonita Meadows Lane and Proctor Valley Road to the intersection of Bonita Road and Central Avenue. The Frisbie Trunk is depicted in Exhibit A.

2. Chula Vista has constructed, or has caused the construction of, a sewer line in Proctor Valley Road (a County Road), (hereinafter referred to as the "Proctor Valley Trunk Sewer") in accordance with Chula Vista Drawing Nos. 91-186 through 91-196 in the unincorporated territory of the County of San Diego. Said sewer connects to District's Frisbie Trunk, which in turn connects to District's Spring Valley Outfall Sewer.

3. On the 20th day of May, 1997, the City of San Diego, Chula Vista and the District executed the "AGREEMENT BETWEEN THE CITY OF CHULA VISTA AND THE SPRING VALLEY SANITATION DISTRICT FOR THE TRANSPORTATION OF WASTEWATER IN THE SPRING VALLEY JOINT SYSTEM" (County of San Diego

R19544

Contract No. 71907) wherein provisions were made for the discharge into the San Diego Metropolitan Sewerage System of sewage originating within a designated area of Chula Vista.

4. Pursuant to the agreement "Regional Wastewater Disposal Agreement between the City of San Diego and Participating Agencies in the Metropolitan Sewerage System" (hereinafter referred as "Regional Wastewater Disposal Agreement" approved on May 18, 1998, and expiring on December 31, 2050, the District has the right to discharge up to 10.978 and Chula Vista has the right to discharge up to 19.843 million gallons of sewage daily into the Metropolitan System.

5. The Chula Vista City Council adopted Policy No. 570-02, on February 13, 1996, a copy of which is attached as Exhibit B, which establishes conditions for connection to Chula Vista sanitary sewers by properties not within the incorporated limits of Chula Vista.

6. During a TV-inspection of the Central Avenue sewer in February 1999, it was reported that there are sags in the Central Avenue sewer. It was further determined that these sags would reduce the capacity and cause blockages in the Central Avenue sewer. It was also determined that with these existing sags, the Central Avenue sewer will not be adequate to transport the combined ultimate peak flows of sewage generated from Chula Vista and the District in the future, and the Central Avenue sewer is and will be adequate to transport ultimate sewage flows generated solely by the District.

7. Chula Vista and the District deem it mutually desirable and advantageous for the District to allow Chula Vista to discharge sewage into District's Frisbie Trunk and

for Chula Vista to allow the District to discharge sewage into Chula Vista's Proctor Valley Trunk Sewer, under the terms, conditions and restrictions hereinafter set forth.

8. This agreement, therefore, shall establish the rights, privileges and duties of the parties concerning the use of the District's Frisbie Trunk by Chula Vista; the construction and maintenance of connections to said trunk by Chula Vista; specify the area within the City of Chula Vista to be served by the District's Frisbie Trunk under the terms of this agreement; set standards governing waste discharges and sewage flow; establish rent, fees and charges and their determining methods used in ascertaining the amount of sewage discharged into the District's Frisbie Trunk which is to be charged against Chula Vista's capacity rights in the Metropolitan System.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. EFFECTIVE DATE.

This agreement shall take effect immediately.

Section 2. TERM OF AGREEMENT.

Chula Vista hereby grants to District for a period commencing from the effective date of this agreement until December 31, 2050, the right to connect District's sewer lines to Chula Vista's Proctor Valley Trunk Sewer and discharge sewage into it for transportation, and District hereby grants to Chula Vista for a period commencing from the effective date of this agreement until December 31, 2050, the right to connect Chula Vista's sewer lines to District's Frisbie Trunk and discharge sewage into it for transportation, subject to the terms, conditions and restrictions of this agreement.

Section 3. CONNECTIONS.

A. Chula Vista, at its sole expense, shall construct, install, maintain,

repair, replace and/or reconstruct all connections and appurtenances to District's Frisbie Trunk installed or constructed by Chula Vista under the terms of this agreement.

B. District, at its sole expense, shall construct, install, maintain, repair, replace and/or reconstruct all connections and appurtenances to Chula Vista's Proctor Valley Trunk Sewer installed or constructed by District under the terms of this agreement. Said connections shall comply with the following conditions:

1. Properties non-contiguous to Chula Vista, which are located within the "Non-Restricted Area" on Exhibit C shall be permitted by Chula Vista to connect to the Proctor Valley Trunk Sewer without restrictions and without being subject to Chula Vista Policy No. 570-02.

2. Properties that cannot annex to Chula Vista upon connection to the Proctor Valley Trunk Sewer or that are located in the non-restricted area shall be subject to District sewer service charge until annexed to Chula Vista.

3. Properties outside Chula Vista that need to be served by Chula Vista's Proctor Valley Trunk Sewer shall be within the boundary of the Proctor Valley Sewer Benefit Area as shown on Exhibit D.

4. Properties outside Chula Vista and within the boundary of the Proctor Valley Sewer Benefit Area, which are connected or wish to be connected to Chula Vista shall be subject to Chula Vista Policy No. 570-02.

however, that in the event Chula Vista annexes and incorporates within its boundaries areas lying within said Sweetwater River Basin or said areas immediately adjacent to said Sweetwater River Basin, which are not incorporated within the boundaries of Chula Vista on the effective date of this agreement, said areas, on the date of such annexation, shall become eligible to be served by District's Frisbie Trunk under the terms of this agreement; provided, further, however, that areas outside of such areas as above described may be served on a temporary basis with the written consent of the District's Engineer which written consent shall specify such area and the duration of such temporary service. Chula Vista and District agree that for purposes of this agreement the boundaries, extent and limit of said Sweetwater River Basin shall be as delineated on the plat attached hereto and marked Exhibit E which by this agreement is made a part of this agreement. In no event shall Chula Vista permit property other than that described in this section to connect to or otherwise to be served by District's Frisbie Trunk through sewer lines or connections owned or operated by Chula Vista.

Section 7. LIMITATIONS ON TYPE AND CONDITION OF SEWAGE.

A. All sewage discharged into the District's Frisbie Trunk shall meet the standards established by the City of San Diego pursuant to Section II.F of the aforementioned Regional Wastewater Disposal Agreement of 1998. Chula Vista shall not discharge into District's Frisbie Trunk any sewage or wastes which do not meet the standards established by and for the District under appropriate ordinances, resolutions, rules or regulations. Chula Vista shall regulate and prohibit the discharge into any sewer line connected to and served by District's Frisbie Trunk of sewage and wastes, which do not meet the quality, and standards

5. District shall report to Chula Vista any changes in the number of District's EDUs connected to Chula Vista's Proctor Valley Trunk Sewer on a semi-annual basis.

6. District shall obtain prior approval from Chula Vista for connections to Chula Vista sewer lines within Chula Vista serving District's properties located outside the non-restricted area.

Section 4. ENGINEER'S APPROVAL.

The location, installation, construction, repair (except emergency repairs) replacement and/or reconstruction of each and every such connection and appurtenance shall be in accordance with County design standards, Standard Specifications for Public Works Construction and San Diego Area Regional Standard Drawings.

Section 5. MAP.

Where a new subdivision will be connected to the Proctor Valley or Frisbie Trunk, Chula Vista shall furnish the District a copy of the Final Map as recorded showing the areas to be served by the connection prior to the construction or installation of the connection. The areas shown on said maps shall be the only areas served by such connection under the terms of this agreement, and in no event shall Chula Vista allow any areas not shown on said maps to be served by such connection.

Section 6. AREA TO BE SERVED.

Only that area which is within the City of Chula Vista and within the Sweetwater River Basin or immediately adjacent to said Sweetwater River Basin and capable of being served by a sewerage system within said Sweetwater River Basin by gravity flow sewers shall be served by District's Frisbie Trunk under the terms of this agreement; provided

so established by the District. Chula Vista shall also comply with the applicable statutes, rules and regulations of agencies of the United States of America, the State of California, and the City of San Diego having jurisdiction over the collection, transmission, treatment and disposal of sewage and wastes.

B. Chula Vista shall not allow excessive infiltration or any surface or storm waters to be discharged into any sewer system or facilities served by District's Frisbie Trunk.

Section 8. METERING

Chula Vista flow meter CV12 shall be operated and maintained and quarterly calibrated by Chula Vista or its agents, at its sole expense, and be in good working condition for the duration of this agreement. Flow data information obtained from the meter will be made available to the City of San Diego and the District through direct computerized flow monitoring system and through quarterly reports provided by Chula Vista.

From time to time, the District may at its own discretion conduct capacity measurements to determine actual peak and average daily flows through direct computerized flow monitoring system. The results of these measurements may be used to verify, or to cause Chula Vista or its agents to restore; the accuracy of said meter installed by Chula Vista.

Section 9. PEAK FLOW.

For the purposes of this agreement, "peak flow" shall mean the maximum instantaneous discharge of sewage expressed as a rate of flow in million gallons per day (mgd). During the term of this agreement Chula Vista shall have the right to discharge

peak flow into the District's Frisbie Trunk not to exceed 2 mgd, and the District shall have the obligation to receive such peak flow from Chula Vista. Temporary increases in the permitted peak flow resulting from rainfall shall not be considered violations of this agreement; provided, however, that the District is not obligated to receive from Chula Vista nor is Chula Vista privileged to discharge into District's Frisbie Trunk any amounts in excess of the permitted peak flow under this agreement which could endanger the public health or safety.

If Chula Vista exceeds the permitted peak flow on more than a temporary basis (no more than thirty consecutive days in each fiscal year) and such excess is caused by a defect in the sewer system of Chula Vista capable of being corrected or the excess is caused by the discharge into the sewer system of Chula Vista by a sewer user of a large quantity of sewage in a short period of time or by other sources, Chula Vista shall cause such defect to be corrected to prevent the excess or shall cause the sewer user to construct and operate appropriate facilities to spread the discharge of sewage into its sewer system or make necessary adjustments in its sewerage system so as to reduce the peak flow to the permitted quantity.

If the excessive peak flow from Chula Vista's connections to District's Frisbie Trunk causes the District to exceed its permitted peak flow into the Metropolitan System as determined by Section VII of the "Regional Wastewater Disposal Agreement of 1998" between the City of San Diego and the District as a participating agency in the Metropolitan Sewerage System, and because of such excess the District is required to pay additional sums of money to the City of San Diego for such excess capacity needs as specified in said Section VII of said agreement, Chula Vista shall reimburse the District for

the portion of such amount which are allocable to Chula Vista's excess peak flow.

Section 10. INFILTRATION.

It is understood and agreed that there will be inflow of water into District's Frisbie Trunk because of leakage between the point or points at which the sewage from Chula Vista is delivered to District's Frisbie Trunk and the connection of the Frisbie Trunk to the Spring Valley Outfall Sewer. The District shall estimate the total waters that infiltrated the District's Frisbie Trunk (sometimes referred to herein as "infiltration") by analyzing meter readings and counts of EDUs and apportion the same amongst all of such users in the proportion that the amount of sewage discharged into the District's Frisbie Trunk by each such user bears to the total amount of the sewage discharged into the District's Frisbie Trunk by all of such users of said trunk sewer. However, the amount of infiltration apportioned to each such user shall not exceed 10% of the amount of sewage discharged into the Frisbie Trunk by each such user. Such amount shall be deemed a part of the sewage of such user for all purposes.

Section 11. REIMBURSEMENT CHARGE.

A. The term "EDU" as used in this agreement shall mean a single family dwelling unit. Chula Vista shall use the current County Uniform Sewerage Ordinance to establish EDUs for both residential and commercial/industrial EDUs. Where a hotel, motel, trailer court, commercial or industrial establishment or other type of enterprise or operation which normally generates a different volume of sewage than a single family dwelling is being served by District's Frisbie Trunk; Chula Vista, with approval of the District, shall assign to each such establishment, enterprise or operation a number of EDUs in proportion to the

estimated amount of sewage generated. Said number of EDUs so assigned shall be used in computing the amount of sewage discharged into the District's Frisbie Trunk. Said assignment shall be made for each such establishment, enterprise or operation being served by the District's Frisbie Trunk on the date when sewage is first discharged from Chula Vista's sewers into District's Frisbie Trunk under the terms of this agreement.

Thereafter, upon the connection of any such establishment, enterprise or operation to a sewer line being served by District's Frisbie Trunk, or upon the change in use of any property within Chula Vista which is served by District's Frisbie Trunk, which change in use would affect the volume of sewage generated by such property, Chula Vista shall report to the District the date of such connection or change in use and assign an appropriate number of EDUs to such property with approval of the District's Engineer.

B. Chula Vista shall report to the District on a quarterly basis the number of EDUs of unmetered connections within Chula Vista, which EDUs are being served by District's Frisbie Trunk.

C. The Frisbie Trunk Sewer except its portion in Central Avenue was oversized to serve areas outside the original assessment area, and a charge of \$50 for each EDU connection was established by District to pay the cost of said over-sizing.

Prior to construction or installation of each Chula Vista's connection to District's Frisbie Trunk, Chula Vista shall charge and collect a one-time fee of \$50.00 per EDU for the purpose of reimbursing the District the cost for over-

sizing the Frisbie Trunk. Chula Vista shall remit such fees collected to the District on quarterly basis.

D. Prior to construction or installation of each District's connection to Chula Vista's Proctor Valley Trunk Sewer, District shall charge and collect a reimbursement fee for each EDU in the District and to be served by Chula Vista's Proctor Valley Trunk Sewer, for the purpose of reimbursing the builders or their beneficiaries the cost of constructing the Proctor Valley Trunk Sewer. The amount of reimbursement fee shall be in accordance with the reimbursement district to be formed by Chula Vista per Chapter 3.50 of the Chula Vista Municipal Code. District shall semi-annually remit such fees collected to Chula Vista.

Section 11.5. REPAIRING SAGS IN CENTRAL AVENUE SEWER.

In order to repair the existing sags in Central Avenue sewer, it is agreed that Chula Vista shall pay to the District a one-time amount of \$100,000. The payment of said amount shall be paid by Chula Vista to the District before October 1, 2000.

The District is responsible for, and shall complete the repair within three (3) years starting this fiscal year 1999-2000.

Chula Vista will continue to contribute flows to the Frisbie Trunk prior to and during the completion of the repairs.

Section 12. SERVICE CHARGE.

A. Metro Service Charge. Sewage discharging from Chula Vista into the District's Frisbie Trunk shall be subject to Metro Service Charge under the same terms, conditions and restrictions as are specified in the "Agreement between the

City of Chula Vista and the Spring Valley Sanitation District for the Transportation of Wastewater in the Spring Valley Joint System", dated May 20, 1997, and shall be considered the same as sewage discharging from Chula Vista into the District's Spring Valley Outfall Sewer.

B. District's M & O Charge. Sewage discharging from Chula Vista into the District's Frisbie Trunk shall be subject to District's M & O Charge under the same terms, conditions and restrictions as are specified in the "Agreement between the City of Chula Vista and the Spring Valley Sanitation District for the Transportation of Wastewater in the Spring Valley Joint System", dated May 20, 1997, and shall be considered the same as sewage discharging from Chula Vista into the District's Spring Valley Outfall Sewer.

C. Capital Replacement Charges.

1. Chula Vista shall pay to the District a proportionate share for the capital replacement costs of the District's Frisbie Trunk such as reconstruction, replacement or repairs, as the amount of sewage discharged into District's Frisbie Trunk from Chula Vista's connections to the total amount of sewage discharged from District's Frisbie Trunk into the Spring Valley Outfall Sewer at the time when said reconstruction, replacement or repairs becomes necessary. If said share is calculated to be less than 67.8%, it is agreed that District shall use 67.8% to calculate the amount of Chula Vista's share in capital replacement costs for District's Frisbie Trunk. Such amount of said proportionate share computed by the District shall be based on the actual costs of reconstruction, replacement

and repairs of District's Frisbie Trunk, including all costs of surveying, design, construction, easement acquisition, environmental studies and/or environmental impact reports, processing required permits through agencies, implementation of environmental mitigation measures, field inspection and project administration to complete such reconstruction, replacement or repair project.

2. The charge provided for in subparagraph 1 here-in-above shall be paid annually on February 1 after presentation of a bill for said charge by the District on or before the preceding April 1.

It is understood by the parties hereto that the service charge computed pursuant to either subparagraphs A, B, and C is to cover/recover, respectively, (i) the District's prorated share of the maintenance and operation costs of the San Diego Metropolitan Sewerage System which the District must pay to the City of San Diego under the terms of the aforementioned "Regional Wastewater Disposal Agreement" of 1998, and (ii) Chula Vista's share for the District's costs in maintaining and operating the Frisbie Trunk.

The Service Charge as computed in this section will be adjusted from time to time for any increase or decrease in the Metropolitan Sewerage System charges, and District's M & O and Capital Replacement costs in maintaining and operating the Frisbie Trunk. A copy of the District's Annual Expenditure Report shall be furnished to Chula Vista upon request.

Section 13. CHARGE AGAINST CAPACITY RIGHTS IN METROPOLITAN SYSTEM.

A. All sewage discharged into District's Frisbie Trunk through Chula Vista's

connections, under the terms of this agreement and thereafter discharged into the San Diego Metropolitan Sewerage System, and all infiltration allocable to Chula Vista as determined by Section 10 of this agreement, shall be charged against Chula Vista's capacity rights in the Metropolitan System as such rights have been determined by the aforementioned "Regional Wastewater Disposal Agreement" of 1998.

The average daily flow of such sewage to be so charged against Chula Vista's capacity rights shall be determined in accordance with Section 13 of the "Agreement between the City of Chula Vista and the Spring Valley Sanitation District for the Transportation of Wastewater in the Spring Valley Joint System" of 1997.

Section 14. TRANSFER OF TERRITORY. If, because of annexation, transfers, consolidations or other cause, any territory within the City of Chula Vista served by the District's Frisbie Trunk is transferred to another jurisdiction, Chula Vista shall remain responsible and be charged for the sewage and infiltrated waters from such territory discharged into the District's Frisbie Trunk as provided in this agreement until the parties hereto execute an appropriate amendment to this agreement transferring such responsibility and the obligation to make payments pursuant to this agreement to such other jurisdiction.

Section 15. REPAIR, RECONSTRUCTION AND REPLACEMENT. The District's Frisbie Trunk shall be maintained by District in good repair and good working order in accordance with sound engineering practices. It shall be the duty of the District to make repairs on said trunk sewer and to make replacements (including reconstruction) required

to keep said trunk sewer in good operating condition. Except as provided in Section 16 hereof, all repairs, reconstruction and replacements shall be part of the SERVICE CHARGE as specified in Section 12 of this agreement.

Section 16. MAJOR RECONSTRUCTION, REPLACEMENT OR REPAIRS. Notwithstanding the provisions of Section 15, hereof, if, as a result of natural disaster, operation of Federal or State law or other causes beyond the District's control, it becomes necessary for the District to undertake major reconstruction, replacement or repairs of said trunk sewer or any portion thereof, Chula Vista shall reimburse the District for a proportionate share of the net costs of such reconstruction, replacement or repairs. The same share formula specified in Section 12(C) here-in-above shall also apply to this section.

Chula Vista shall share in any Federal or State grant funding, insurance or other reimbursement proceeds that may be obtained by District for such major reconstruction, replacement or repairs, in accordance with the same share formula specified in Section 12(C) here-in-above.

Section 17. INTERRUPTION OF SERVICE. In the event of an interruption of service to Chula Vista by the District's Frisbie Trunk, as a result of disaster, operation of State or Federal law, discontinuance of or interruption of service to the district of the San Diego Metropolitan Sewerage System, or any other cause beyond the control of the District, District shall bear no liability and shall be held free and harmless by Chula Vista from any claims and liabilities for any injury to or damage to any person or persons or property or for the death of any person or persons arising from or out of such interruption of service or for any other damages or costs incurred by Chula Vista as a result of such

interruption of service.

Section 18. ARBITRATION. All controversies arising out of the interpretation or application of this agreement shall be settled by arbitration in accordance with this section. The matter in controversy shall be submitted to a single arbitrator mutually selected by the parties. The arbitration shall be conducted pursuant to section 10240.8-10240.13 of the Public Contract Code. The arbitration decision shall be decided under the law of this State, shall be supported by substantial evidence and in writing, and shall contain the basis for the decision, the findings of fact and the conclusions of law. A party may, within the applicable time period and upon the ground specified in this section and in Article 1 (commencing with section 1285) of Chapter 4 of Title 9 of Part 3 of the Code of Civil Procedure, petition the court to confirm, correct, or vacate the decision rendered by the arbitrator. A court shall vacate the decision, or part, or part thereof, if it determines either that the decision, of part thereof, is not supported by substantial evidence or that is not decided under or in accordance with the laws of this State.

Section 19. NOTICE. Notices required or permitted under this agreement shall be sufficiently given if in writing and if either served personally upon or mailed by registered or certified mail to the clerk or secretary of the governing body of the affected party to this agreement.

Section 20. LIABILITY. Nothing herein contained shall operate to relieve Chula Vista of any liability for damages to persons or property arising from or out of the installation, construction, operation, maintenance, repair, replacement and/or reconstruction of the aforesaid sewer connections and appurtenances or from any action or inaction of Chula Vista or of its officers, agents or employees in connection therewith.

Nothing herein contained shall operate to relieve District of any liability for damages to persons or property arising from or out of the installation, construction, operation, maintenance, repair, replacement and/or reconstruction of the aforesaid sewer connections and appurtenances or from any action or inaction of District or of its officers, agents or employees in connection therewith.

Section 21. INDEMNITY - INSURANCE.

A. Chula Vista Indemnity. To the extent it may legally do so, Chula Vista shall defend and save and hold free and harmless the District and its agents, officers and employees from any claim, liabilities, penalties or fines for injury to or damage to any person or property or for the death of any person arising from or out of any act or omission of Chula Vista, its agents, officers, employees or contractors, arising from or out of any defects in the installation, construction, operation, maintenance, repair, replacement and/or reconstruction of said sewer connections and/or appurtenances, including sewage flow meters installed according to Section 8 of this Agreement.

B. District Indemnity. To the extent it may legally do so, District shall defend and save and hold free and harmless Chula Vista and its agents, officers and employees from any claim, liabilities, penalties or fines for injury to or damage to any person or property or for the death of any person arising from or out of any act or omission of District, its agents, officers, employees or contractors, arising from or out of any defects in the installation, construction, operation, maintenance, repair, replacement and/or reconstruction of said sewer connections and/or appurtenances.


Section 22. TIME OF ESSENCE. Time is of the essence of this agreement.

Section 23. SEVERABILITY. If any section, subsection, sentence, clause, phrase or word of this agreement, or the application thereof, to any party, or any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the agreement or the application of such provision to the other parties or to any other persons or circumstance shall not be affected thereby. Each party hereby declares that it would have entered into this agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more sections, subsections, sentences, clauses, phrases or words, or the application thereof to any party or any other person or circumstance be held invalid.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials.

Approved as to form and legality

this 15th day of Sept., 1999


City Attorney
of the City of Chula Vista.

THE CITY OF CHULA VISTA

By Shirley Horton

Approved as to form and legality

this 8 day of July, 1999

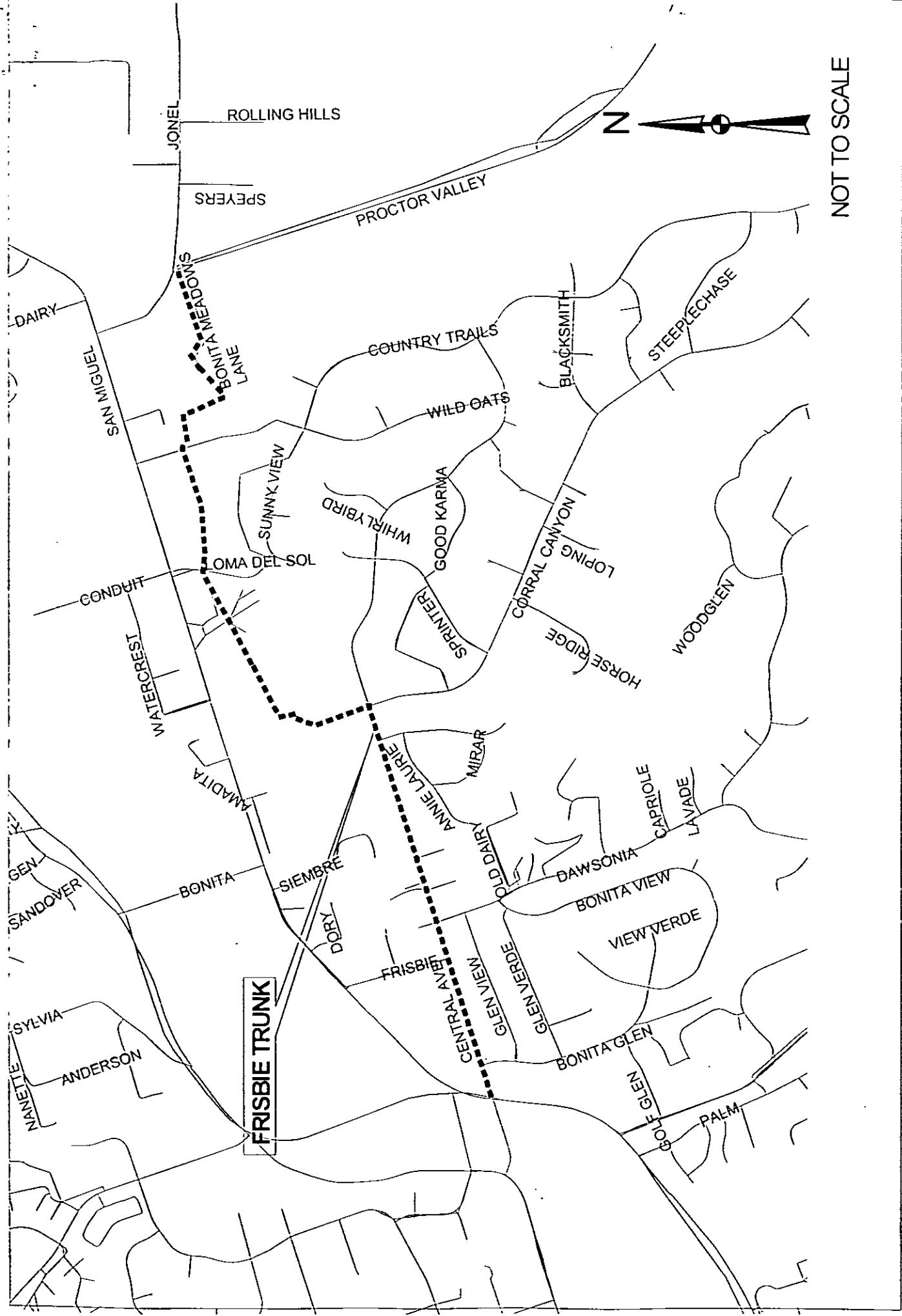
County Counsel

By William D. Smith, Deputy

SPRING VALLEY SANITATION DISTRICT

BY Thomas J. Pastuszka
Thomas J. Pastuszka
Clerk of District Board of Directors

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date: 7/21/99 Minute Order No. San 2
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: Carole Andon
Deputy Clerk



NOT TO SCALE

EXHIBIT A FRISBIE TRUNK

LEGEND
 FRISBIE TRUNK

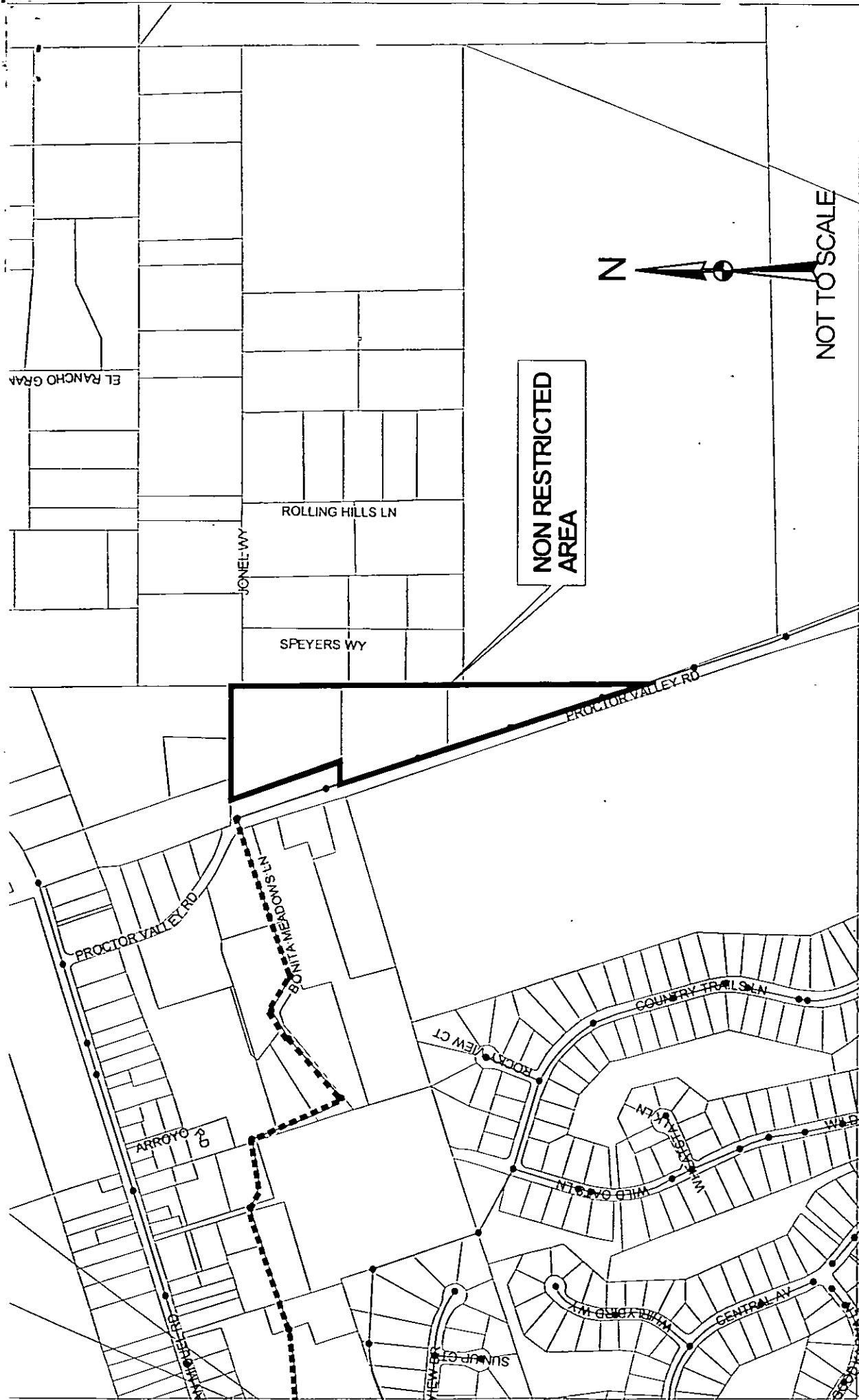


EXHIBIT C

NON-RESTRICTED AREA IN THE SPRING VALLEY SANITATION DISTRICT FOR CONNECTION TO PROCTOR VALLEY SEWER TRUNK

LEGEND

- FRISBIE TRUNK SEWER
- NON-RESTRICTED SEWER AREA

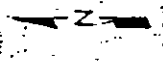
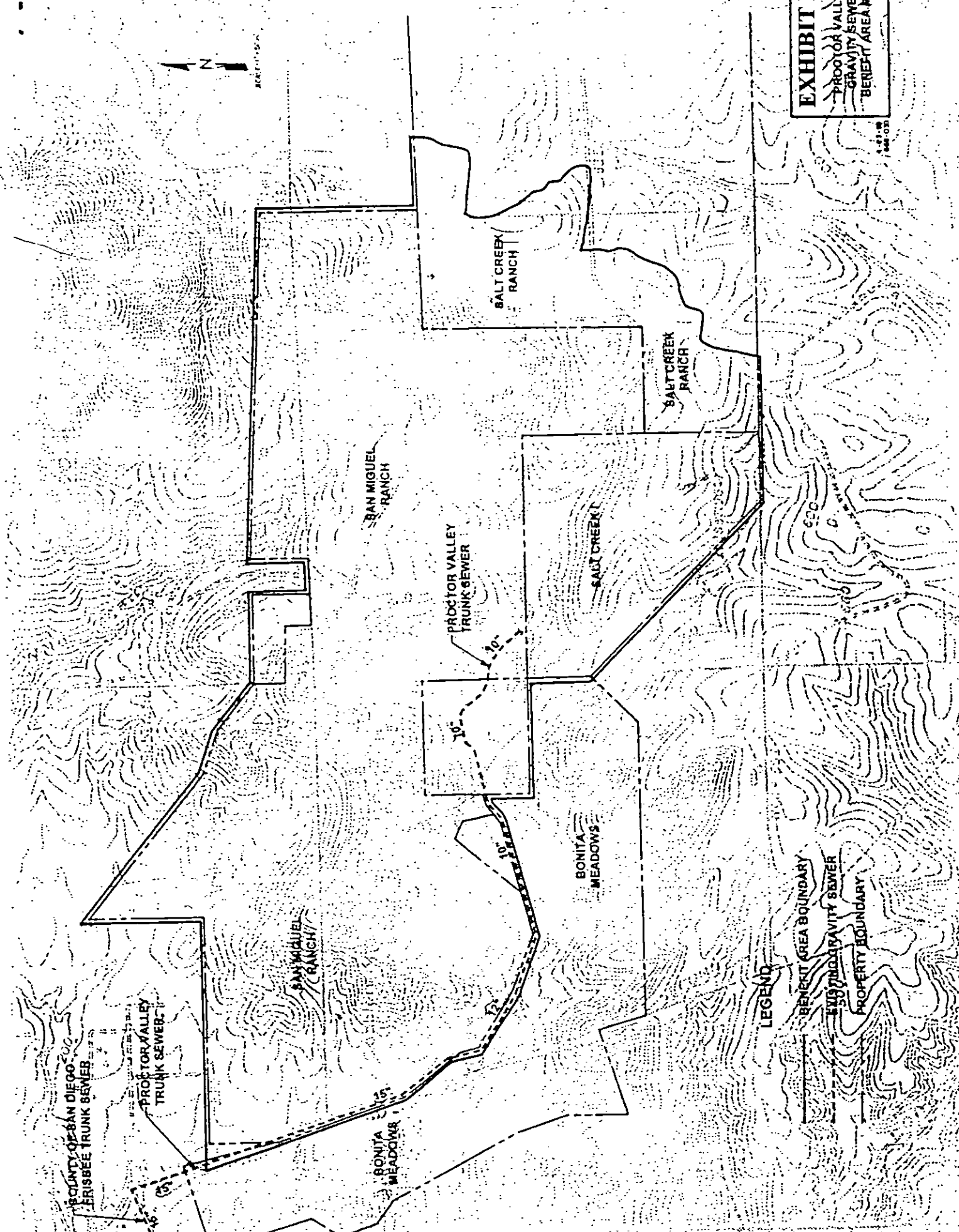


EXHIBIT D
PROCTOR VALLEY
GRAVITY SEWER
BENEFIT AREA MAP

1-22-08
1448-03



LEGEND

- BENEFIT AREA BOUNDARY
- 50% GRAVITY SEWER
- PROPERTY BOUNDARY

EXHIBIT B
1 OF 3

COUNCIL POLICY
CITY OF CHULA VISTA

SUBJECT:	POLICY NUMBER	EFFECTIVE DATE	PAGE
SEWER SERVICE TO PROPERTY NOT WITHIN THE CITY BOUNDARY	570-02	02-13-96	1 of 3
ADOPTED BY: Resolution No. 18214	DATED: 02-13-96		

BACKGROUND

The City Council established the current version of Council Policy No. 570-02 with the adoption of Resolution No. 16598 on June 2, 1992. This policy was intended to guide staff in providing efficient and legal service to the public with respect to providing connections to the City sewer system for properties not within the City boundary. However, since the adoption of the revised policy, a number of properties have been required to pursue such connections because of the failure of septic systems, but not connections have been made in accordance with its provisions.

PURPOSE

To establish a policy for the connection of properties outside the City to sewers which (1) are presently part of the City sewer system, or (2) are connected to County Sanitation District sewer lines which discharge into City facilities.

POLICY

The City Council, in cooperation with the San Diego County Board of Supervisors, hereby establishes the following policy and procedures relative to the connection of properties outside the boundaries of the City to City sewers or to a San Diego County Sanitary District sewer which lies within the Chula Vista Sphere of Influence and discharges into a City sewer.

In the event that the Policy, when applied to a specific instance, would (in the opinion of the property owner) result in the inefficient provision of service, the property owner may apply for an exemption from the provisions of the Policy. In such an instance, the property owner shall pay a non-refundable administrative fee of \$1,000 to the City prior to the initiation of any staff work in connection with the application.

The terms "adjacent", "contiguous", "City sewer", and "District sewer" as used in this policy shall be defined as follows:

1. "Adjacent" is a location which lies closely to, but not necessarily touching or having a common boundary with a specific feature.
2. "Contiguous" locations are those which directly abut City territory, or adjoin streets which adjoin City territory.
3. "City sewer" is a sewer owned by the City or a sewer owned by a County Sanitation District, but operated and maintained by the City under an agreement with the County Sanitation District.
4. "District sewer" is a sewer owned by a County Sanitation District or owned by the City, but operated and maintained by a Sanitation District under an agreement with the City.

EXHIBIT B

2 OF 3

COUNCIL POLICY CITY OF CHULA VISTA

SUBJECT: SEWER SERVICE TO PROPERTY NOT WITHIN THE CITY BOUNDARY	POLICY NUMBER	EFFECTIVE DATE	PAGE
	570-02	02-13-96	2 of 3

ADOPTED BY: Resolution No. 18214

DATED: 02-13-96

The listed procedures are based upon the premise that a property which is connected to a City sewer should ultimately be included within the City. If a property owner proposes connection to a Sanitation District sewer which does not discharge into a City sewer, it should not be required to seek annexation.

I. PROPERTIES CONTIGUOUS TO THE CITY BOUNDARY AND CONNECTING TO A CITY SEWER:

A. Properties in this situation shall be required to execute an Irrevocable Offer of Annexation to the City, or to complete annexation where appropriate, and pay appropriate fees (Capacity and ongoing Sewer Service Charges, along with a Connection Permit Fee and Lateral Construction Charge) to the City.

B. The City shall construct the sewer lateral and provide such service under an Out of Agency service agreement, with the Local Agency Formation Commission (LAFCO) fees paid by the property owner at the time the agreement is approved by LAFCO.

C. If the property is connected through a Sanitation District sewer or a long lateral within unincorporated territory to a City sewer within incorporated territory, the property owner shall also execute a Grant of Lien to the City in an amount sufficient to guarantee a proportionate share of LAFCO, State and City fees and charges for future annexation and pre-zoning in a specific amount, as estimated by the City to be adequate to cover that share. Said proportionate share shall be assumed to be equal to twenty per cent (20%) of the estimated cost (at the time the property is connected) of said fees and charges for annexation and pre-zoning of the individual property.

D. Thereafter, the City shall collect normal City sewer service charges and pay appropriate San Diego Metropolitan Sewerage System (Metro) and Sanitation District charges.

E. When an appropriate number of contiguous lots or parcels are annexable to the City (normally in groups of 10 or more, but could be less in a particular situation, Chula Vista, at its option, may require initiation of annexation proceedings. annexation proceedings may be initiated by property owner petition or by Resolution of Application adopted by the City Council. Upon payment of all related fees and charges by the affected property owner(s) and completion process, Chula Vista shall release any outstanding lien on the affected properties.

II. PROPERTIES NOT CONTIGUOUS TO THE CITY BOUNDARY AND CONNECTING TO A CITY SEWER:

A. Properties in this situation which are directly connected to, and receive sewer service through a City sewer, shall be required to execute an Irrevocable Offer of Annexation to the City, pay appropriate fees (Capacity and ongoing Sewer Service Charges, along with a Connection Permit Fee and Lateral Construction Charge) to the City and enter into an Out Of Agency agreement with LAFCO and a connection agreement with the City for the provision of sewer service, with Local Agency Formation Commission (LAFCO) fees paid by the property owner at the time the agreement is approved by LAFCO.

B. Sections I.B, I.C, I.D, and I.E are also applicable.

EXHIBIT B
3 OF 3

COUNCIL POLICY
CITY OF CHULA VISTA

SUBJECT:	POLICY NUMBER	EFFECTIVE DATE	PAGE
SEWER SERVICE TO PROPERTY NOT WITHIN THE CITY BOUNDARY	570-02	02-13-96	3 of 3

ADOPTED BY: Resolution No. 18214 DATED: 02-13-96

III. PROPERTIES CONNECTING TO A SANITATION DISTRICT SEWER:

A. Properties in this situation, which are directly connected to (and receive service through) a Sanitation District sewer, shall annex to the District and pay all appropriate fees and charges to said District. In the event that the District sewer discharges into a downstream City sewer, the property owner shall also execute an Irrevocable Offer of Annexation to the City. Further, if that branch of the City's sewer system discharges directly into the Metro system rather than discharging into the Spring Valley Outfall Sewer, the property owner shall execute a Grant of Lien to the City in an amount sufficient to guarantee a proportionate share of LAFCO, State, and City fees and charges for future annexation and pre-zoning in a specific amount, as estimated by the City to be adequate to cover that share. Said proportionate share shall be assumed to be equal to twenty per center (20%) of the estimated cost (at the time the property is connected) of said fees and charges for annexation and pre-zoning of the individual property.

B. Thereafter, the District shall collect normal District sewer service charges and pay appropriate Metro charges. If the District sewer discharges into a downstream City sewer which, in turn, discharges directly in the Metro system, the District shall also pay appropriate Metro charges to the City.

C. When an appropriate number of contiguous lots or parcels are annexable to the City, Chula Vista, at its option, shall require initiation of annexation proceedings. Annexation proceedings may be initiated by property owner petition or by Resolution of Application adopted by the City Council. Upon payment of all related fees and charges by the property owner(s) and completion of the annexation process, Chula Vista shall release any outstanding lien on the affected property(ies).

D. Thereafter, the City shall collect normal sewer service charges and pay appropriate Metro charges and, if the line discharges into the Spring Valley Outfall Sewer, transportation charges to the District.