SECTION 100

GENERAL STEPS FOR PROCURING WATER AND SEWER SERVICE FROM VALLECITOS WATER DISTRICT

100.1 AVAILABILITY OF SERVICE

Vallecitos Water District (District) recommends that early contact be made with the District’s Engineering Department to determine the current boundaries of the District and the availability of service prior to preparing improvement plans.

100.2 WILL-SERVE LETTERS AND “PROJECT FACILITY AVAILABILITY” FORMS

For proposed developments within the boundaries of the District, the developer will request a “Water Availability” or “Sewer Availability” letter from the District. Local governing agencies require these documents for processing of Tentative Maps or development reviews. In response to service availability requests, the District may attach certain conditions to the project. A fee is required to complete these documents.

When proposed developments near approval of their Parcel Map, the local governing agency will require a Water Commitment (County) or Will-Serve letter (City) to be completed by the District that commits water and/or Sewer capacity to the development. No fee is required to complete these forms.

100.3 ANNEXATION TO EXISTING VWD IMPROVEMENT DISTRICTS

Before a utility service can be provided to lands lying outside the boundaries of the Vallecitos Water District or improvement Districts, the lands must first be annexed to the Vallecitos Water District or Improvement District. If the proposed development is not included in any of the existing VWD Improvement Districts (IDs), the Developer or Owner must file a formal application for annexation. The Vallecitos Water District has adopted the Local Agency Formation Commission’s (LAFCO) sphere of influence, which identifies the water/sewer service area for planning purposes.

For additional information and requirements, see the following items which are located in the Engineering Department:
  • Current Ordinance “Establishing Annexation and De-Annexation Charges”
  • Current Ordinance, “Establishing Policies, Conditions, and Fees in Connection with Annexations to or De-Annexations form the District and to or from Improvement Districts within the District.”
  • “State Board of Equalization” Fee.
  • “Schedule of Charges and Deposits.”

100.4 TEMPORARY OFFSITE AGREEMENTS

A temporary offsite agreement allows water or sewer service to a property that does not have pipeline facilities adjacent to it. This is only done when adjacent properties will not benefit from the extension of pipeline facilities at the current time. However, future extensions may occur.

If a new water or sewer main that allows service by the District is extended past the property in question, the owner must (a) disconnect the offsite service, (b) reconnect to the new pipeline, and (c) pay all appropriate fees. No service connections to District pipeline facilities will be allowed until all proceedings are completed, any payback and all fees are paid, and all documents are recorded. The
Owner shall be responsible for conforming to these requirements and consenting to participate in any future Special Assessment Improvement District or Mello Roos, if they should occur. The owner will pay the regular capacity charges, installation charges, and acquire any easements or encroachment permits that might be necessary to run a service lateral from the nearest District pipeline to the place of use on the Owner’s property. Contact the District’s Engineering Department for additional instructions and review of the agreements.

100.5 PERMANENT OFFSITE AGREEMENT

In certain circumstances, the District may elect to provide service to a parcel that does not abut on, is adjacent to, or traversed by an existing pipeline, via an easement for water and/or sewer service. This is only done when adjacent properties will not benefit from the extension of pipeline facilities. For example, the Owner’s property is not adjacent to any District pipeline and their property is the last parcel to benefit from a pipeline extension.

Based on applicable District Ordinances which may be revised from time to time by the Board of Directors, the District establishes a permanent-offsite service charge based on the District’s estimated cost to design and construct a permanent facility to the parcel.

100.6 REIMBURSEMENT (PAYBACK) AGREEMENT

The District may enter into a payback agreement with individuals, subdividers, or developers to refund costs of “off-site” construction with the following stipulations:

1. Main extensions of less than 150 feet in length shall not be considered eligible for repayment agreement.
2. Eligible reimbursement costs shall include only construction costs. Refer to the standard Agreement for particulars.
3. The Reimbursement Agreement shall terminate at the end of ten (20) years from date of the contract or when the District has refunded to the individual, subdivider, or developer an amount equal to the cost of the “off-site” facility, whichever occurs sooner.

Upon study, exact interpretation of “offsite” and “onsite” construction will be made by the District’s Board of Directors. Following receipt at the District office of a written application for sewer main extension, the Board of Directors of the District – if the Board deems such extension to be in the best interest of the District – will prepare an administrative cost estimate and require the preparation of plans and specifications for the proposed construction. Such extension will be accomplished at no cost to the District. Refer to the current Ordinance and Reimbursement and Acquisition Agreement at the Engineering Department.

100.7 PLAN CHECKING PROPOSED DESIGN

For all projects, the applicant shall request that the District prepare a water and/or sewer availability letter. This request shall be made in writing and prior to submitting preliminary plans and requesting preparation of a Water and Sewer Study.

All projects are required to complete a Water and Sewer Study which quantifies and identifies project impacts to the existing District system and facilities. Funds for the Study shall be submitted to the District as a deposit for the cost of the Study. The District will prepare the Study or retain a consultant to prepare the Study.
In some areas, a feasibility investigation and report may be necessary to establish whether and how the District can serve the proposed area. The applicant may complete the study for District review or advance funds to the District for District completion of the study. The District will establish an estimated deposit to prepare or review any studies or reports. Applicant shall advance the deposit to the District, including any additional deposits required during the review or preparation.

The applicant's engineer shall submit an initial concept plan and design report, as required by the District, of the proposed domestic water, sewer and recycled water facilities to the District Engineer for review and approval. The applicant shall submit two (2) sets of design plans, 24" by 36" in size, of the proposed domestic water, sewer and recycled water facilities for any development to the Engineering Department for review and approval. Plans shall also be submitted to the City Engineer of the city having jurisdiction or the County of San Diego for unincorporated areas for review and determination of the requirements for approval of work within city or county jurisdiction.

100.8 AGREEMENT AND FEE PAYMENT

The applicant shall submit the required sets of plans for water and/or sewer service to the District. When the plan check process is near completion, the District will prepare a fee and bond letter and an "AGREEMENT FOR THE CONSTRUCTION OF FACILITIES TO BE DEDICATED TO THE VALLECITOS WATER DISTRICT". All bonding requirements and fees required to be paid to the District will be included in this agreement. The District will sign its approval of the utility plans when the applicant has satisfied those financial obligations and returned two copies of the agreement with original signatures, and the Board has accepted and executed the agreement at a regularly scheduled Board meeting.

100.9 RESPONSIBILITY FOR FURNISHING MATERIAL AND INSTALLATION

Installation of a development's water and/or sewer facilities and any other required off-site facilities will be the obligation of, and at, developer's expense. The applicant shall cause all installation work to meet the District's "Standard Specifications" and, upon final Board acceptance, convey the off-site facilities to the District.

100.10 GUARANTEES

As set forth in the Agreement, the applicant shall be responsible for any and all repairs and replacements for a period of one year from the date of acceptance by the District Board of Directors without expense whatsoever to the District; ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure to comply with the aforementioned conditions, the District will use securities posted by the developer (Warranty Bond) to have the defects repaired and made good. The cost and charges shall include attorney fees and other incidental costs involved thereof.

100.11 DEDICATION OF FACILITIES

Upon completion and final inspection of all work, the applicant shall file a request at least 12 working days prior to a regular Board of Directors meeting for formal acceptance. The applicant shall also furnish the District a report of actual costs of said facilities, compaction reports, meter/address/APN list, record drawings ("as-builts" reproducible mylars and digital files) of the facilities, and any operation and maintenance manuals required upon compliance with these requirements. Upon said acceptance, the District will file a Notice of Completion and, 40 days thereafter, give approval for the release of improvement bonds held by the District for the construction of domestic water, sewer and/or recycled water facilities.