

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION
EXECUTIVE OFFICER'S REPORT

OUT-OF-AGENCY SERVICE AGREEMENT

September 1, 2022 (Agenda)

LAFCO 22-05: Santa Ynez Community Services District (SYCSD) to provide wastewater collection services to 2517 Janin Way, Solvang, CA. 93463 (APN 139-061-005).

PROPONENT: SYCSD by Resolution on behalf of the property owners Randell Pace.

ACREAGE & LOCATION The proposed Out-of-Agency Service Agreement (OASA) includes 1.0 - acres located at 2517 Janin Way and is directly surrounded by residential uses on all sides. (**Attachment A**).

PURPOSE: On June 13, 2022, County Environmental Health sent the property owners a Notice to Correct Substandard Septic System and a Recommendation to Correct stating that (i) the septic system serving the property is severely damaged and requires abandonment or replacement, and (ii) the septic system disposal field is not adequately absorbing the tank effluent. The reason that the property owners wish to connect to the SYCSD's sewage collection system is to remedy this situation.

RECOMMENDATION:

That the Commission adopt the attached Resolution that will approve the Out-of-Agency Service Agreement for 2517 Janin Way by the Santa Ynez Community Services District. (**Attachment F**)

GENERAL ANALYSIS:

Description of Project

1. Land Use and Zoning - Present and Future & Need:

The property is developed with a single-family residence. The existing land use is residential. The landowners wish to connect to nearby SYCSD's sewer main. The proposal is for continued residential uses.

The land use designations and zoning are residential under County (Single-Family Residential Res-1.0; Zoned 1-E-1).

The property owners need to correct a failing septic tank. The SYCSD approved a resolution of application on June 15, 2022 agreeing to connect the single-family residence to the district's sewage transmission line which front the property. The district has an agreement with the City of Solvang to treat the effluent in the City's Wastewater Treatment

Plant. Connection to the district line would be a preferred option to installing an advanced septic system. The properties in the Janin Acres Subdivision have been determined to be a Special Problems Area (**Attachment C**).

2. Requirement for LAFCO Approval

LAFCO regulates boundary changes and extensions of service without boundary changes. Government Code Section 56133 states that “A city or a district may provide new or extended services by contract or agreement outside its boundaries only if it first requests and receives written approval from the commission in the affected county.”

Government Code Section 56133(c) reads as follows: The commission may authorize a city or district to provide new or extended services outside its jurisdictional boundary and outside its sphere of influence to respond to an existing or impending threat to the health or safety of the public or the residents of the affected territory. The County Public Health Department has documented that the existing septic tank is inadequate and should be replaced or abandoned (**Attachment B**).

3. Sphere of Influence:

The area proposed for the Out-of-Agency Agreement is within the City of Solvang's sphere of influence. The Commission has notified any alternate service provider. The City of Solvang has submitted a letter agreeing to allow the Santa Ynez Community Services District to provide sewer services to the site (**Attachment C**).

The Janin Acres area will be an area that will be addressed in a future Municipal Service Review/Sphere of Influence update. The sphere of influence for SYCSD was last updated in 2017.

4. Plan for Services:

The Santa Ynez CSD has agreed to serve the site with sewage collection service. The district has indicated that it has sufficient capacity to serve the one-acre site.

5. Environmental Impact of the Proposal:

The Santa Ynez CSD has prepared a Categorical Exemption (Class 1 & 3) from the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15301 which exempts operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses, and 15303, which exempts construction and location of limited numbers of new and small facilities or structures; installation of new equipment and facilities in small structures. (**Attachment D**.)

6. Landowner and Agency Consent:

Commission policy states that when property may ultimately be annexed to a city or a district, approval of an Out-of-Agency Service Agreement should require the landowner to agree to annex the territory with a consent to annex form. This is a condition of approval. Both applicants, (landowner & agency) consented to an Out-of-Agency Service Agreement and any and all terms and conditions. (**Attachment E**). The landowner will be provided a consent to annex form for signature and recordation.

7. Applications; County Department Notice of Application.

The applicant's application for out-of-agency service agreement of the Property was submitted on June 27, 2022. Pursuant to LAFCO's processing procedure, LAFCO requested "Reportbacks" from interested County Departments. Reportback's were received from the Elections, and the Assessor on July 12 & 13, 2022.

Public Noticing:

The Cortese-Knox-Hertzberg Act governs notification requirements regarding out-of-agency service extensions with notice given to alternate service providers notified. The City of Solvang has provided a letter agreeing to allow the Santa Ynez Community Services District to provide sewer services to the site. After the request was deemed complete on July 29, 2022, the executive officer shall place the request on the agenda of the next commission meeting for which adequate notice can be given but not more than 90 days from the date that the request is deemed complete. Notice has been sent to the landowners, District and affected agencies. The documents are also available at the Santa Barbara LAFCO website, www.sblafco.org. The noticing requirements of the CKH Act and CEQA has been met.

Conclusion:

The area proposed for sewer service, 2517 Janin Way property owned by Randell Pace to the Santa Ynez Community Service District represents a threat to the health or safety of the public or the residents. The area proposed for sewer service is outside the district's sphere of influence but within the City of Solvang's sphere of influence who has submitted a letter agreeing to SYCSD providing this service.

The site is located in an area that allows the district to best provide sewer services in the future. The area is in a Special Problems Area. District infrastructure (wastewater pipes) is located within a reasonable distance in the area along Hwy 246 (Mission Dr.). The landowners shall adhere to out-of-agency service agreement approved between the landowner and district including all terms and conditions.

ALTERNATIVES FOR COMMISSION ACTION

After consideration of this report and any testimony or additional materials that are submitted, the Commission should consider taking one of the following options:

OPTION 1 – APPROVE the request for an Out-of-Agency Service Agreement, subject to the following terms and conditions:

- A. Find the proposal to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 Class 1 which exempts operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses, and 15303, Class 3 which exempts construction and location of limited numbers of new, small facilities or structures, including one single-family or a second dwelling unit in a residential zone or in urbanized areas, up to three single family residences may be constructed.
- B. Find that this project the proposed sewer line connection would not result in additional impacts since there will be no modification to the original development approval and no change in use. The sewer line connection would be provided solely to mitigate a threat to the health and safety of the public.
- C. Wastewater service will be limited to the approximately 1.0-acre site located 2517 Janin Way, Solvang, CA. 93463.
- D. The landowner shall execute and record an agreement approved by the Executive Officer that consents to any future annexation of the territory, which agreement shall inure to and bind all successors and assigns to the property.
- E. Said out-of-agency service agreement is for sewer service only shall remain in effect until such time as an annexation to the Santa Ynez Community Services District is approved by the Commission and becomes final or terminated by the district.

OPTION 2 –DENY the proposal.

OPTION 3 - CONTINUE consideration of the proposal to a future meeting.

RECOMMENDED ACTION:

Approve **OPTION 1**.

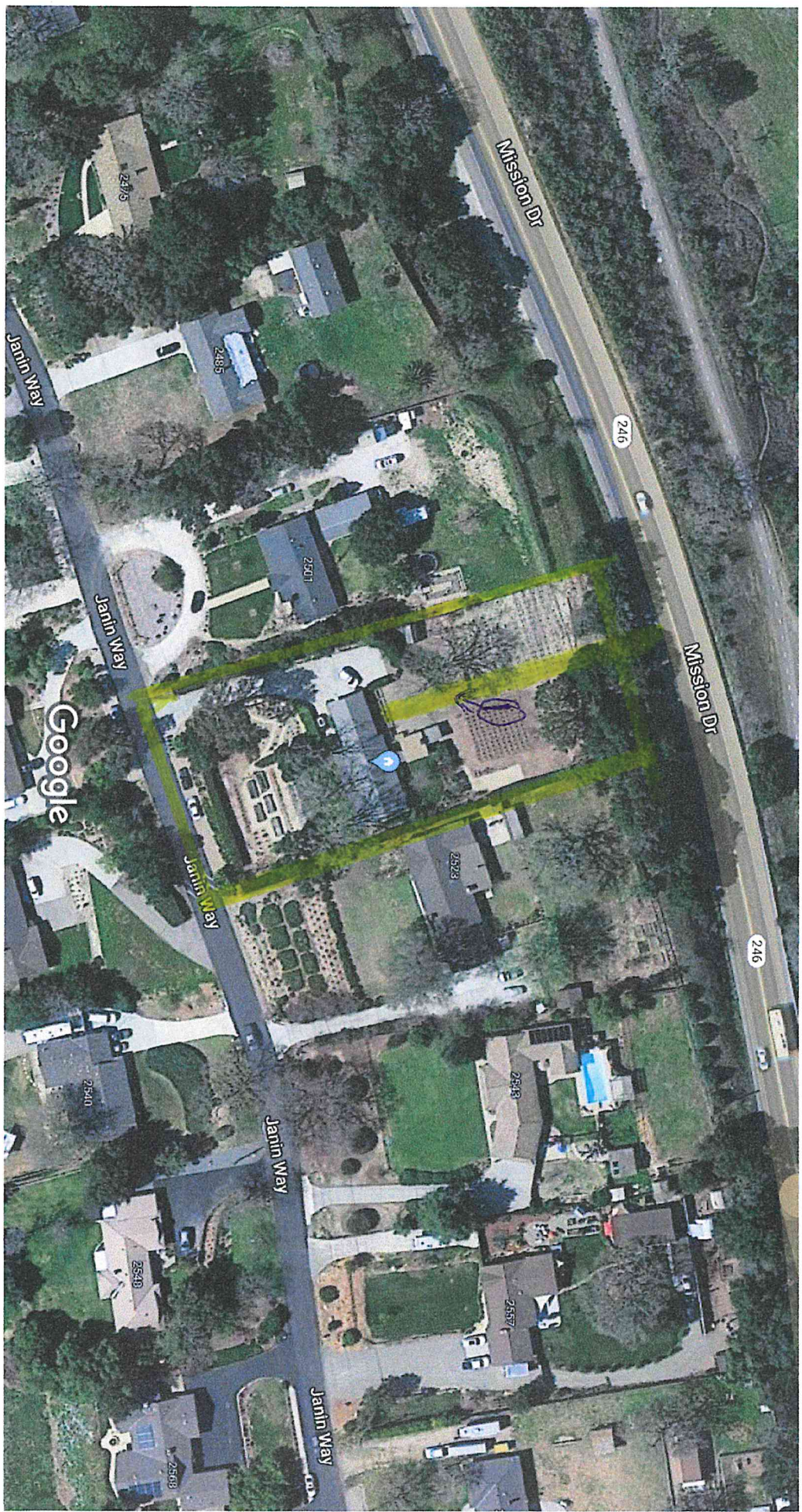


Mike Prater
Executive Officer
LOCAL AGENCY FORMATION COMMISSION

ATTACHMENTS

Attachment A	Maps of the Proposed Out-of-Agency Service Area
Attachment B	Documentation of Existing Threat to Public Health and Safety
Attachment C	SYCSD Resolution, Application, Plan for Services, City of Solvang agreement letter
Attachment D	CEQA Exemption Section 15301 & 15303
Attachment E	Out-of-Agency Service Agreement, Consent to Annexation Form
Attachment F	LAFCO Resolution Authorization to provide Out-of-Agency Services

① LEWIS 175' BORED UNDERGROUND
CLEAR OUTS ELEVATION 100'





NOTICE TO CORRECT SUBSTANDARD SEPTIC SYSTEM

June 13, 2022

PACE, RANDOLPH M REVOCABLE TRUST
2517 JANIN WAY
SOLVANG CA 93463

SUBJECT: Septic System Located at 2517 JANIN WAY SOLVANG 93463

As required by the Local Agency Management Program and Santa Barbara County Code §18C-7, Environmental Health Services is in receipt of a Septic Tank Inspection Report dated October 29, 2021 for the on-site sewage disposal system located on your property noted above. The code requires that copies of these reports be provided to the owner and to this office for review whenever a septic tank is pumped in the unincorporated area of the County. The code also requires this office to notify property owners of required corrections or upgrades.

The report for this septic system notes the condition(s) checked below that may constitute a danger to public health and safety; may impair proper operation and maintenance of the system; and fail to meet the standards of the Santa Barbara County Code. Please be advised, if sewer service is available within 200 feet, homeowners must connect to the sanitary sewer when any changes to their septic system require a permit.

- Damaged or degraded septic tank requiring abandonment and replacement
- Unfilled seepage pit - requires filling of void with rock or abandonment.
Please be advised that filling a seepage pit may effect septic system operation by reducing the effluent holding capacity. Additional disposal area may be necessary
- Cesspool - requires abandonment and replacement with approved septic tank and disposal field or connection to sewer, if available
- Failed disposal field - replacement disposal field must meet current standards to maximum extent feasible
- System constructed, modified, or abandoned without required permit
- Discharge of sewage to ground surface or drainage course (includes laundry waste or other graywater)

- Septic tank constructed of metal or wood – requires abandonment and replacement with an approved septic tank
- Septic tank located under structure – requires abandonment and replacement with an approved septic tank, or removal or relocation of structure. If the septic tank is to be abandoned and replaced a permit must be obtained from Environmental Health Services and the Santa Barbara County Building and Safety Division

The County Code specifies that the repair(s) / upgrade(s) required by this notice must be completed under permit and inspection from Environmental Health Services within thirty (30) days of this notice. Permits must be signed by Environmental Health Services before work is started. Unless there is an emergency, our office must be notified at least two working days in advance for inspection appointments. Necessary work must be completed by a contractor with a valid license for sanitation systems (C-42), plumbing (C-36) or engineering (A). General contractors or handymen are not licensed for this type of work.

The permit application can be found on the website at www.countyofsb.org/phd/ehs. The permit fee for a repair and an abandonment is \$713.00 and \$301.00 respectively. The permit application fee for a modification or new system is \$255.00. If this work has already been completed or if you believe this notice is in error, please contact me as soon as possible at 805-346-7348.

Proper operation and maintenance of your septic system will prolong its useful life, enhance safety and help protect the quality of our water resources. Your cooperation is appreciated. If you have any questions about this notice, please call our Santa Barbara office.

Sincerely,



Jason Johnston, REHS
Supervising Environmental Health Specialist

NTC-139-061-005
Rev 04/2020

Santa Ynez Community Services District
PO BOX 667, 1070 FARADAY ST.
SANTA YNEZ, CA 93460

PROJECT APPLICATION

Permit # _____

Property Address: 2517 JANIN WAY SOLVANA CA 93463

APN#: 139-061-005

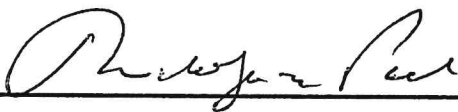
Owner Name: RAWULPH PACE Phone: 805 403 6162

Owner

Address: 2517 JANIN WAY SOLVANA CA 93463

Owner Email: RM PACE @ COMCAST-NET

Owner

Signature: 

Authorized Agent: _____ Phone: _____

Mailing Address: _____ Cellphone: _____

Email: _____

Contractor: MCCLELLAN'S Phone: 805 967 9476

FAX: _____ Mailing Address: P.O. Box 415 GOLETA 93116

State License: 454579 Email: MCCLELLANSEQUIPMENT@gmail.com

Project Description: LATERAL TIE IN TO MAIN LINE ON

ROUTE 246 FROM APN 139-061-005

For Official District Use Only

LAFCO Approved Annexed into District Fees Paid Fees due SFD Commercial Grease Interceptor Required

Other _____

RESOLUTION NO. 22-13

A RESOLUTION OF THE SANTA YNEZ COMMUNITY SERVICES DISTRICT APPROVING OUT-OF-AGENCY SERVICE AGREEMENT FOR 2517 JANIN WAY

WHEREAS, the Santa Ynez Community Services District (the “District”) has been provided with a copy of a notice from the Santa Barbara County Public Health Department – Environmental Health Services dated June 13, 2022 (the “Health Notice”) addressed to the owner of the property located at 2517 Janin Way, Solvang, California 93463 (Assessor’s Parcel Number 139-061-005) (the “Property”). The Health Notice states that (i) the septic system serving the Property is damaged or degraded and requires abandonment and replacement, (ii) the seepage pit requires filling with rock or abandonment, (iii) filling the seepage pit may affect septic system operation by reducing the effluent holding capacity, (iv) additional disposal area may be necessary, and (v) the foregoing conditions may (a) constitute a danger to public health and safety, (b) impair proper operation and maintenance of the septic system, and (c) fail to meet the standards of the Santa Barbara County Code.

WHEREAS, because the Property has not been annexed to the District and is located outside the District’s sphere of influence, the owner has requested that the District allow the Property to be connected to the District’s wastewater collection system and that the District provide for the collection, treatment and disposal of wastewater from the Property under an out-of-agency service arrangement pursuant to Government Code Section 56133. The out-of-agency service arrangement requires the approval of the Santa Barbara Local Agency Formation Commission (“LAFCO”).

WHEREAS, District legal counsel has prepared a proposed Out-of-Agency Service Agreement addressing the provision of wastewater service to the Property by the District (the “Service Agreement”).

WHEREAS, the District’s Environmental Committee has conducted a preliminary review of the Service Agreement and has concluded that the approval thereof is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to Sections 15301 and 15303 of Title 14 of the California Code of Regulations. Said conclusion is set forth in the Preliminary Environmental Review form prepared by the Environmental Committee, a copy of which has been presented to and reviewed by the District’s Board of Directors (the “Board”); and

WHEREAS, the Board desires to set forth its findings, approve the Preliminary Environmental Review form, approve the Service Agreement, and take other actions relating to the Service Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Ynez Community Services District as follows:

1. The Board hereby finds that, based on the Health Notice, a threat exists to the health and safety of the public and the residents of the affected territory.

2. The Board hereby finds that (i) under Title 14, California Code of Regulations, Section 15301, the Service Agreement relates to the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) under Title 14, California Code of Regulations, Section 15303, the Service Agreement provides for the installation of small new equipment and facilities in a small structure and a sewage extension of reasonable length to serve development exempt from CEQA, (iii) there is no substantial evidence in the record before the District that the Service Agreement will have a significant effect on the environment, and (iv) the Service Agreement is exempt from CEQA and no environmental review is required.

3. The Board hereby approves the Preliminary Environmental Review form prepared by the District's Environmental Committee.

4. The Board hereby approves the Service Agreement prepared by District legal counsel and authorizes and directs the Board President to sign the Service Agreement on the District's behalf.

5. The Board Secretary is hereby authorized and directed to file a Notice of Exemption relating to the approval of the Service Agreement with the Santa Barbara County Clerk in accordance with Title 14, California Code of Regulations, Section 15062.

6. The Board Secretary is hereby authorized and directed to submit to LAFCO copies of the Service Agreement, this Resolution and the Notice of Exemption, together with an application for LAFCO to approve the out-of-agency service arrangement for the Property.


PASSED AND ADOPTED by the Board of Directors of the Santa Ynez Community Services District on this 15th day of June, 2022, by the following vote:

AYES: Redfern, Beard, Jones, Van Pelt, Padelford

NOES:

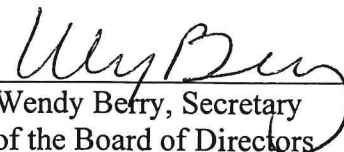
ABSTAINED:

ABSENT:



Karen Jones, President
of the Board of Directors

ATTEST:



Wendy Befry, Secretary
of the Board of Directors

Santa Ynez Community Services District

Mailing address: P.O. Box 667, Santa Ynez, CA 93460-0667 • (805) 688-3008

June 16, 2022

Executive Officer
Santa Barbara LAFCO
105 East Anapamu Street Room 407
Santa Barbara CA 93101

Subject: Proposed Out of Agency Service Agreement
Randall Pace 2517 Janin Way, Solvang, CA 93463

Dear Mr. Prater,

The Santa Ynez Community Services District hereby requests approval of the Local Agency Formation Commission for an out-of-agency service agreement as described by the attached materials. It is proposed to process this request under the provisions of the Cortese/Knox/Hertzberg Local Government Reorganization Act.

Enclosed with regard to this proposal are the following:

1. Resolution of application or letter approved by the Board of Directors on June 15, 2022.
2. Seven (7) copies of the Application for Out-of-Agency Service Agreement.
3. Seven (7) copies of a map or sketch of the requested service area.
4. A check payable to LAFCO in the amount of \$ 1500.00 to cover the processing fee.
5. A copy of all pertinent staff reports, minutes and other material concerning this proposal.
6. Signed Cost Accounting and Indemnification Agreement

If you have any questions regarding this proposal, you should contact Wendy Berry or Mike LeBrun at 805-688-3008.

Sincerely,



Wendy Berry
Secretary/Treasurer

ATTACHMENT C

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

Application for Out-of Agency Service Agreement

(Attach additional sheets as necessary)

1. City or District SANTA YNEZ COMMUNITY SERVICES DISTRICT

Who should be contacted if there are questions about this application?

Name, address and telephone: RANDOLPH PACE
805 403 6162 2517 JANIN WAY
SOLVANG CA 93463

2. Affected Property Owners

Names, addresses and telephones: RANDOLPH PACE
805 403 6162 2517 JANIN WAY
SOLVANG CA 93463

3. Address/location/size of property: Parcel number: 139-061-005
2517 Janin Way
Solvang CA 93463

1 Acre

Complete all relevant questions

4. Is the property within the service agency's sphere of influence? Yes _____ No X

5. What types of services are to be provided under contract? SEWER

6. Discuss the justification for the service agreement. Is this an emergency health and safety situation? Why is annexation not possible at this time? YES EMERGENCY FAILED SEPTIC SYSTEM. ANNEXATION NOT POSSIBLE BECAUSE NOT IN SPHERE OF INFLUENCE OR DISTRICT BOUNDARIES

7. Is annexation of the territory anticipated at some future time? Yes _____
No X If yes, when? If no, why not? NOT AT THIS TIME OUT OF STUDIED SPHERE OF INFLUENCE SYSD SEWER LINE RUNS PAST MY PROPERTY

Application for Out-of-Agency Service Agreement - Page two

8. What is the existing use of the site? Be specific. SFD
HOME SITE
9. If a change in use is proposed, provide a description of the change.
N/A
10. Describe in detail how services will be extended to the property:
- A. Describe needed improvements including distance for connections.
NEW PUMP TANK WITH GROUND PUMP WITH 1 1/2" FORCE LINE
190' TO PRESENT LINE THEN 135' TO SEWERLINE MANHOLE
- B. What are the costs of improvements and other start up costs?
ESTIMATE \$ 30,000
- C. How is financing to occur, both capital costs and ongoing operations?
OWNER CASH
11. What environmental review has been conducted for the project? If exempt, please provide a copy of the agency's Notice of Exemption. NONE EXEMPT ALREADY EXISTING
SFD

Provide a vicinity map showing the property, the city or district boundary and sphere line and existing and proposed infrastructure as relevant to this agreement.

Attach a copy of the proposed services agreement and any staff reports or supporting documentation related to this application.

This request and a processing fee set forth in LAFCO's fee schedule should be submitted to:

Santa Barbara LAFCO
105 East Anapamu Street
Santa Barbara CA 93101
805/568-3391

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Santa Ynez Community Services District
P.O. Box 667
Santa Ynez, CA 93460

APN 139-061-005

**OUT-OF-AGENCY SERVICE AGREEMENT
2517 Janin Way**

THIS OUT-OF-AGENCY SERVICE AGREEMENT (this “Agreement”), dated for reference purposes as of June 15, 2022, is made and entered into by and between the **SANTA YNEZ COMMUNITY SERVICES DISTRICT, a public agency** (the “District”), and **RANDOLPH M. PACE, TRUSTEE OF THE RANDOLPH M. PACE REVOCABLE TRUST DATED SEPTEMBER 4, 2018** (“Owner”).

Recitals

A. Owner owns the real property located at 2517 Janin Way, Solvang, California 93463, which is designated as Santa Barbara County Assessor’s Parcel Number 139-061-005 and which is more particularly described on Exhibit “A” attached hereto (the “Property”). Improvements on the Property consist of a single-family residence (the “Residence”). The Property has not been annexed to the District and is located outside the District’s sphere of influence.

B. The District has been provided with a copy of a notice from the Santa Barbara County Public Health Department – Environmental Health Services dated June 13, 2022 addressed to Owner which states that (i) the septic system serving the Property is damaged or degraded and requires abandonment and replacement, (ii) the seepage pit requires filling with rock or abandonment, (iii) filling the seepage pit may affect septic system operation by reducing the effluent holding capacity, (iv) additional disposal area may be necessary, and (v) the foregoing conditions may (a) constitute a danger to public health and safety, (b) impair proper operation and maintenance of the septic system, and (c) fail to meet the standards of the Santa Barbara County Code.

C. Owner has requested that the District allow the Property to be connected to the District’s wastewater collection system and that the District provide for the collection, treatment and disposal of wastewater from the Property under an out-of-agency service arrangement pursuant to Government Code Section 56133.

D. The out-of-agency service arrangement will require the approval of the Santa Barbara Local Agency Formation Commission (“LAFCO”).

E. The District has determined that, based on the problems with the septic system serving the Property, a threat exists to the health and safety of the public and the residents of the affected territory.

F. The District and Owner desire to set forth herein their agreement pertaining to the provision of wastewater service to the Property by the District under an out-of-agency service arrangement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Owner agree as follows:

1. Service by District. The District agrees to provide wastewater service to the Property on the terms and conditions set forth herein. Nothing contained in this Agreement shall be interpreted as giving Owner or its successors or assigns the right to connect additional facilities, structures or buildings, other than the Residence, whether located on the Property or elsewhere, to the District’s wastewater system.

2. Capacity Fee. Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District an amount equal to the capacity fee that the District charges when a single-family residence within the District’s boundaries connects to the District’s wastewater system. As of the date of this Agreement, the District’s capacity fee for a single-family residence is \$9,995.56.

3. In Lieu Annexation Fee. Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District an amount equal to the annexation fee that the District charges when property is annexed to the District’s boundaries. The District’s annexation fee is calculated in accordance with Section 806 of the District’s Sewer Service Code.

4. Administrative Fee. Promptly following the approval of this Agreement by LAFCO, Owner shall pay the District the amount of \$1,650.00 to cover the District’s costs associated with this Agreement, including but not limited to staff time, fees for engineering and legal services, and recording costs.

5. Miscellaneous Fees. Prior to the connection of the Property to the District’s wastewater collection system, Owner shall pay all plan check fees, permit fees, inspection fees and other fees that apply under District ordinances to properties that are located within the District’s boundaries.

6. Service Charges. Promptly following the connection of the Property to the District’s wastewater collection system, Owner shall pay the District an amount equal to the service fee that the District charges a single-family residence within the District’s boundaries. Owner shall pay the District an initial service charge calculated in accordance with the District’s Ordinance No. O-98-04, as amended. Said initial service charge shall be calculated from the date of connection through the end of the current fiscal year (June 30). Subsequent service charges shall be calculated in accordance with the District’s Ordinance No. O-98-04, as

amended, or such other ordinances of the District by which Ordinance No. O-98-04 may be further amended, replaced or superseded in the future. Owner consents and waives the right to protest or object to (a) the collection of such service charges on the tax roll, and (b) the imposition of a lien against the Property to secure the payment of the service charges.

7. **Plans and Specifications.** Owner shall submit to the District plans and specifications showing the side sewer and other facilities which Owner proposes to construct to connect the Residence to the District's wastewater collection system (the "Lateral"). Said plans and specifications shall be subject to review and approval by the District.

8. **Construction of Wastewater Facilities.** The Lateral shall be constructed and installed (a) in accordance with the plans and specifications approved pursuant to Section 7, above, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Requirements (as defined in Section 10 below), and (d) at Owner's sole cost and expense. Upon completion, the Lateral shall belong to Owner and Owner shall be responsible for the repair and maintenance thereof.

9. **Inspections.** Owner shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction of the Lateral, excluding Saturdays, Sundays and holidays. Owner agrees to provide the District and its employees and agents the right to inspect the Lateral and the work thereon at all reasonable times before, during, and after construction. Owner further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon completion of construction, Owner shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

10. **Compliance with Applicable Requirements.** Owner shall comply with (a) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Property had been annexed to the District, and (b) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of wastewater and wastes, including but not limited to (i) requirements applicable to the construction, use, repair and maintenance of the Lateral, and (ii) requirements addressing the type, contents and strength of wastes permitted to be discharged into wastewater collection systems (collectively, "Applicable Requirements"), as said Applicable Requirements may be amended or superseded from time to time. Owner shall further comply with the terms and conditions set forth in Exhibit "B" attached hereto.

11. **LAFCO Approval.** This Agreement is contingent upon LAFCO's approval of the out-of-agency service arrangement set forth herein pursuant to Government Code Section 56133 and shall be of no force or effect unless and until LAFCO grants such approval.

12. **Termination.** This Agreement may be terminated by the District upon thirty (30) days written notice to Owner in the event Owner violates of any of terms hereof, including but not limited to any terms relating to the payment of fees or charges to the District. Owner may terminate this Agreement upon thirty (30) days written notice to the District in the event Owner is able to obtain wastewater service for the Residence from an alternative provider. Upon such

termination, (a) the District may plug or disconnect from the District's wastewater collection system all lines serving the Residence, and all costs of plugging or disconnecting such lines shall be paid promptly by Owner to the District, (b) no further amounts shall be due to the District from Owner, except any unpaid service charges, and (c) the District shall not be required to refund any part of the fees and charges paid by Owner hereunder. This Agreement shall automatically terminate upon the effective date of the annexation of the Property to the District, in which event all fees and charges paid by Owner hereunder shall be credited to the fees and charges payable by Owner in connection with the annexation.

13. **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. The rights granted to Owner herein relating to the provision of wastewater service to the Residence shall run with the land and shall be appurtenant to the Property and to any parcels into which the Property may hereafter be legally divided.

14. **Recording.** Owner hereby consents to the recordation of this Agreement with the Official Records of Santa Barbara County.

15. **Entire Agreement/Modification.** This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may be modified only by a written instrument signed by all parties in interest at the time of the amendment. All Exhibits attached hereto are made a part hereof and are incorporated herein by reference.

16. **Attorneys' Fees.** In the event that either party brings an action to interpret or enforce the terms of this Agreement or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to all reasonable attorneys' fees and costs incurred therein.

17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. **Waiver.** No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

19. **Construction.** Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached to this Agreement are incorporated herein by reference and are made a part hereof.

20. **Authority.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has the authority to execute this Agreement on behalf of such party.

21. **Notices.** Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, or (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne) using the contact information set forth below for such party:

DISTRICT:
1070 Faraday Street
P.O. Box 667
Santa Ynez, CA 93460

OWNER:
2517 Janin Way
Solvang, California 93463

Either party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

22. **Assignment.** Owner may not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the District, which consent shall not be unreasonable withheld.

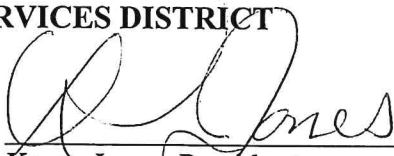
23. **Further Assurances.** The parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the District and Owner have executed this Agreement as of the date(s) set forth below.

“District”

SANTA YNEZ COMMUNITY
SERVICES DISTRICT

By:



Karen Jones, President
Board of Directors

Dated: 6-15-22

“Owner”



Randolph M. Pace, Trustee of the Randolph M.
Pace Revocable Trust dated September 4, 2018

Dated: 6-16-22

EXHIBIT "A"
Legal Description

The following described property in the County of Santa Barbara, State of California:

That portion of Lot 6 of the Louis Janin Tract, in the County of Santa Barbara, State of California, according to the record of survey thereof, recorded in Book 35, Page 80 of Record of Surveys, in the office of the County Recorder of said County, described as follows:

Beginning at the Southwest corner of said lot 6, being the center line of Janin Way as shown on said Record of Surveys, thence North 16°58'10" West 310.00 feet along the West line of Lot 6 to a 3/4 inch survey pipe set at the Northwesterly corner of said Lot 6; thence North 73°01'50" East along the Northerly line of said lot 6, 133.61 feet; thence leaving said Northerly line, South 19°52'40" East, 304.85 feet to a point on the center line of Janin Way; thence along said center line, South 70°14'50" West 129.61 feet to an angle point; thence continuing along said center line, South 73°29'30" West 19.62 feet to the true point of beginning.

EXCEPTING therefrom an undivided 1/2 interest in and to the oil, gas and other hydrocarbon substances underlying or being in the property herein described, as reserved in deed from Erwina D. Janin, Trustee, under Will of Charles Janin, deceased, et al., and recorded October 19, 1955 as Instrument No. 18848, in Book 1341 at page 415 of Official Records.

By an Agreement dated March 26, 1958 and recorded May 13, 1958 as Instrument No. 10793, in the Office of the County Recorder, Louis Janin, et al., released, waived, and quitclaimed all surface rights and right of entry unto H. G. Larson, et ux., reference being made to said agreement for further particulars.

In Book 38 at Page 7 of Record of Surveys, filed in the Office of the County Recorder of said County, appears the map of licensed surveyor showing this and other land.

EXHIBIT "B"
Terms and Conditions

PLANS AND SPECIFICATIONS

The plans and specifications submitted by Owner shall include:

- A site plan
- Plumbing plans
- The proposed Lateral facilities
- The backflow prevention device described below

BACKFLOW PREVENTION

The Lateral serving the Property shall be equipped with a backflow prevention device approved by the District.

SEPARATE LATERALS

In the event the Property is split or subdivided in the future, any parcel which is not owned by Owner shall be served by a separate side sewer (lateral) connecting the buildings located thereon to the public sewer.

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Barbara)

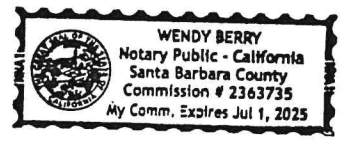
On June 16, 2022, before me, Wendy Berry, a Notary Public,
(insert name and title of the officer)

personally appeared RANDOLPH M. PACE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy Berry (Seal)



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Barbara)

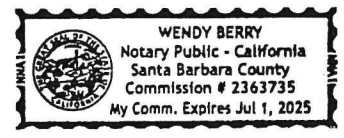
On June 15, 2022, before me, Wendy Berry, a Notary Public,
(insert name and title of the officer)

personally appeared KAREN JONES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Wendy Berry (Seal)



COST ACCOUNTING AGREEMENT

Applicant: RANDOLPH PACE
Mailing Address: 2517 JANIN WAY
SOLVANO CA 93463
Telephone: 805 403-6162
Fax: —
E-mail Address: RMPACE@COMCAST.NET

The cost of processing an application may exceed the initial deposit required. In order to recover any additional costs associated with processing your application, the Local Agency Formation Commission, LAFCO, has found it necessary to implement a provision of the Fee Schedule that provides full cost recovery for processing an application.

I, ^{RANDOLPH M. PACE} Randolph M. Pace, the landowner and/or responsible Applicant, agree to pay the actual costs pursuant to the Fee Schedule attached hereto, plus copying charges and related expenses incurred in the processing of this application. I also understand that if payment on any billings prior to final action is not paid within thirty (30) days, I agree that processing of my application will be suspended until payment is received. In the event of default, I agree to pay all costs and expenses incurred by LAFCO in securing the performance of this obligation.

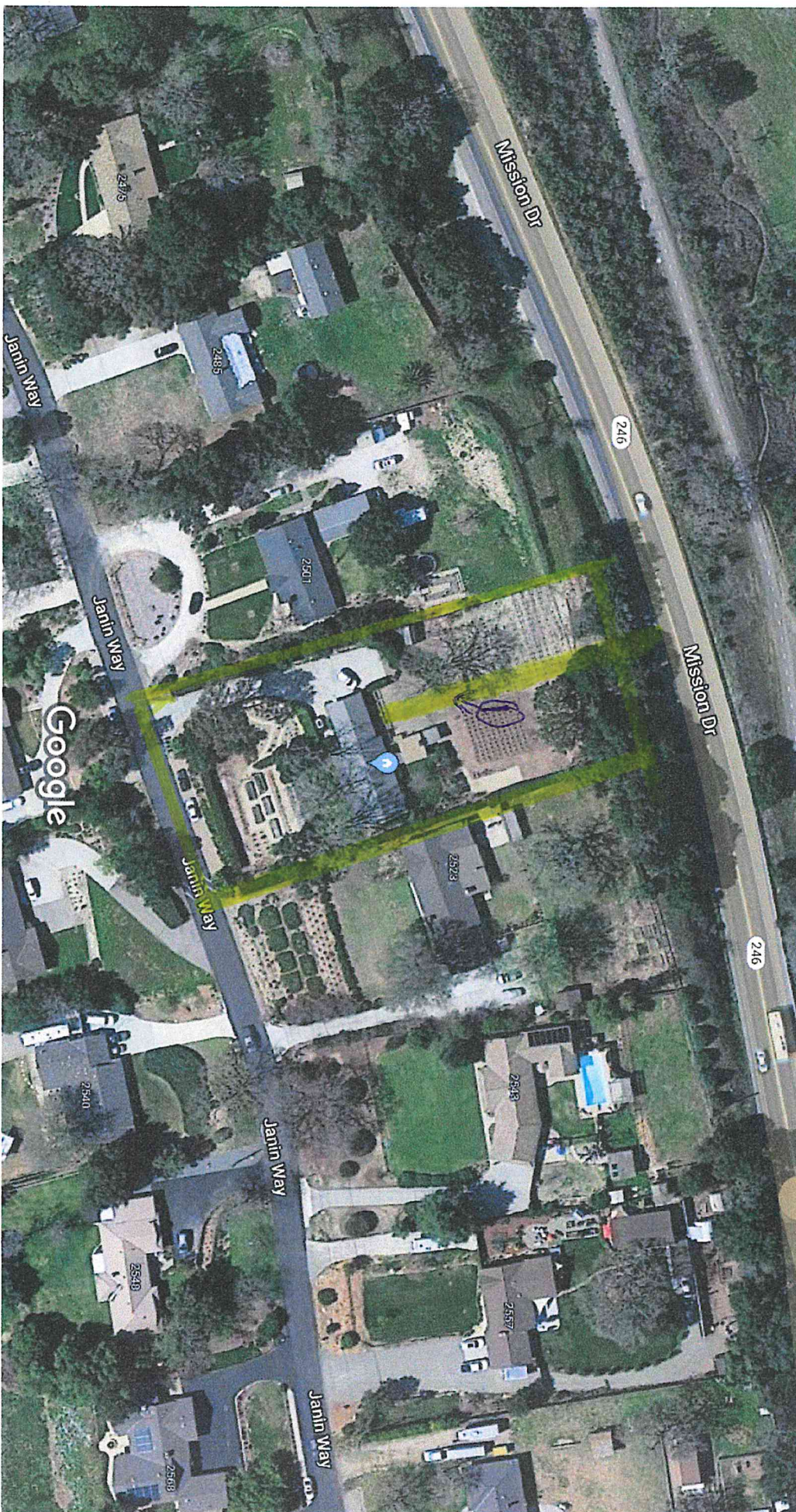
If the applicant is in non-compliance with an existing agreement, the applicant shall be subject to LAFCO Policy Guidelines and Standards XIV, which identifies additional steps that must be satisfied before a new application may be accepted.

In order to implement the cost accounting, please sign and date this statement indicating your agreement to the cost accounting procedure and agreement. This signed agreement is required for your application to be accepted for processing. Checks may be made payable to LAFCO and delivered or mailed to the LAFCO Office at 105 East Anapamu Street, Rm 407, Santa Barbara, CA 93101. If you have questions regarding your application, please contact the LAFCO Office at (805) 568-3391.


Applicant's Signature

5-29-22
Date

① LEWIS 175' BORED UNDERGROUND
CLEAR OUTS ELEVATION 100'





June 7, 2022

Michael LeBrun
Interim General Manager
Santa Ynez Community Services District
PO Box 667
Santa Ynez, CA 93460

Subject: 2517 Janin Way Sewer Service

Dear Mr. LeBrun:

I am in receipt of correspondence from SYCSD regarding a property in Solvang's Sphere of Influence. 2517 Janin Way is currently on a septic system that is failing, and a request has been made to process an Out of Agency Service Agreement with LAFCO for SYCSD to serve the property.

This letter will serve as permission for SYCSD to process this request on behalf of the property owner.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jose Acosta', with a long, sweeping underline.

Jose Acosta
Utility Director

Cc: Xenia Bradford, City Manager

Notice of Exemption

TO: Office of Planning and Research
P.O. Box 3044
1400 Tenth Street, Room 222
Sacramento, CA 95812-3044
or

FROM: Santa Ynez Community Services District
1070 Faraday
P.O. Box 667
Santa Ynez, CA 93460

County Clerk
County of Santa Barbara
105 E. Anapamu Street
Santa Barbara, CA, 93101

Project Title: Out-of-Agency Service Agreement for 2517 Janin Way

Project Location – Specific: 2517 Janin Way, Solvang, California 93463 (APN 139-061-005)

Project Location – City: Unincorporated area of Santa Barbara County

Project Location – County: Santa Barbara

Description of Project: Connection of 2517 Janin Way to SYCSD wastewater collection system

Name of Public Agency approving project: Santa Ynez Community Services District

Name of Person or Agency carrying out project: Santa Ynez Community Services District

Exempt status: (check one)

- Ministerial project.
- Not a project.
- Emergency Project.
- Categorical Exemption.
State type and class number: Title 14, California Code of Regulations, Sections 15301 and 15303
- Declared Emergency.
- Statutory Exemption.
State Code section number:
- Other. Explanation:

Reason why project is exempt:

Under Title 14, California Code of Regulations, Sections 15301 and 15303, the project relates to (i) the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) the installation of small new equipment and facilities in a small structure, and (iii) a sewage extension of reasonable length to serve development exempt from CEQA. There is no substantial evidence in the record before the District that the project will have a significant effect on the environment.

Lead Agency

Contact Person: Mike LeBrun

Telephone: (805) 688-3008

Signature of Lead Agency Representative:


Mike LeBrun, Interim General Manager

Date Received for Filing: _____

Dated: June 15, 2022

NOTICE OF EXEMPTION

Filing of Notice of Exemption in Compliance with Section 21108 of the Public Resources Code

TO: County Clerk
County of Santa Barbara
105 East Anapamu Street
Santa Barbara CA 93101

FROM: Local Agency Formation Commission 105
East Anapamu Street, Room 407 Santa
Barbara CA 93101
805/568-3391

PROJECT TITLE: **LAFCO 22-05** Out-of-Agency-Service Agreement between Santa Ynez CSD &
2517 Janin Way

PROJECT LOCATION AND DESCRIPTION:

Project Location:

1.0 acres located at 2517 Janin Way, Solvang, CA 93463. (APN 139-061-005)

Description of Nature, Purpose, and Beneficiaries of Project:

2517 Janin Way is requesting a sewer connection from the Santa Ynez CSD. The property is currently served by on-site septic system that has a documented existing or impending threat to the public health and safety.

The activity is covered by the fact the proposed sewer connection would not result in additional impacts since there will be no modification to the original development approval and no change in use. The County of Santa Barbara will still have permit jurisdiction. The proposal is categorically exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 et seq., pursuant to CEQA Guidelines Section 15301 & 15303 (an existing public or private structures SFD already exists. (i) the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) the installation of small new equipment and facilities in a small structure, and (iii) a sewage extension of reasonable length to serve development). And (construction and location of limited numbers of new, small facilities or structures, including one single-family or a second dwelling unit in a residential zone or in urbanized areas, up to three single family residences may be constructed).

Name of Person or Agency Carrying Out the Project:

Santa Barbara Local Agency Formation Commission

Reasons for Exemption. LAFCO approval of the proposed Out-of-Agency Service Agreement does not involve, authorize or permit any type of development or construction activity associated with the subject property. The proposed agreement only provides sewer services from the SYCSD to the existing SFD located at 2517 Janin Way. Under Title 14, California Code of Regulations, Sections 15301 and 15303, the project relates to (i) the operation and minor alteration of an existing structure and existing facilities involving no expansion of use, (ii) the installation of small new equipment and facilities in a small structure, and (iii) a sewage extension of reasonable length to serve development exempt from CEQA. There is no substantial evidence in the record that the project will have a significant effect on the environment. LAFCO's approval is strictly limited to the agreement.

Mike Prater, Executive Officer

June 27, 2022
Date

ATTACHMENT D

The "project" is to provide sewer services from the SYCSD to 2517 Janin Way, in the unincorporated area of the County east of the City of Solvang. The District adopted a Categorical Exemption Class 1 & 3, involving minor alteration of an existing structure and existing facilities involving no expansion of use,

The Santa Barbara Local Agency Formation Commission approved the above-referenced project on September 1, 2022 and has determined it to be exempt from further environmental review under the requirements of California Environmental Quality Act (CEQA) of 1970, as defined in the State and local Guidelines for the implementation of CEQA.

Exempt Status:

- Ministerial
- Statutory
- Categorical Exemption:
Project is a water connection is exempt from CEQA pursuant to CEQA
Guidelines Section 15301 & 15303.
- Emergency Project
- No Possibility of Significant Effect [Sec. 15061 (b,3)]

By: _____
Executive Officer

Date: _____

LAFCO 22-XX OUT-OF AGENCY SERVICE AGREEMENT (OASA)

AUTHORIZATION BY THE LOCAL AGENCY FORMATION COMMISSION FOR THE
CITY OF SANTA YNEZ COMMUNITY SERVICES DISTRICT TO PROVIDE OUT-
OF-AGENCY SERVICES TO 2517 JANIN WAY PROPERTY
(2517 Janin Way, Solvang, CA 93463, APN 139-061-005)

WHEREAS, the Santa Ynez Community Services District (SYCSD), with the consent of the property owner, has filed a proposal with the Executive Officer of the Santa Barbara Local Agency Formation Commission pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act (Section 56000 et seq. of the Government Code) for the SYCSD to provide services outside of its boundaries at 2517 Janin Way, Solvang, CA 93463; and

WHEREAS, Government Code Section 56133(c) authorizes the Commission to approve such out of agency service agreements provided the subject area outside the sphere of influence if the City has provided the Commission with documentation of a threat to the health and safety of the public or the affected residents; and

WHEREAS, for purposes of the California Environmental Quality Act (“CEQA”), the Santa Ynez Community Services District is the lead agency for this project. The “project” is to provide potable wastewater services from the SYCSD to the 2517 Janin Way.

WHEREAS, Santa Barbara County Environmental Health Services (“EHS”) has determined that 2517 Janin Way’s on-site wastewater system has been sent a Notice to Correct Substandard Septic System and a Recommendation to Correct stating that (i) the septic system serving the property is severely damaged and requires abandonment or replacement, and (ii) the septic system disposal field is not adequately absorbing the tank effluent. Pursuant to an EHS citation, 2517 Janin Way was required to submit a plan for correction to EHS. Site address 2517 Janin Way plan of correction is to connect to the SYCSD’s sewage collection system is to remedy this situation.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Local Agency Formation Commission of Santa Barbara County as follows:

(1) The proposal is found to be categorically exempt from CEQA, pursuant to CEQA Guidelines Section 15301 which exempts operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses, and section 15303, which exempts construction and location of limited numbers of new and small facilities or structures; installation of new equipment and facilities in small structures. ATTACHMENT F

(2) The Commission finds the Out-of-Agency service request is found necessary to respond to an existing or impending threat to the health and safety of the public or the residents of the affected area. The Commission also determined the Out-of-Agency service agreement to be in the best interests of the affected area to be served by the Santa Ynez Community Services District (SYCSD). The SYCSD has provided documentation of the threat to public health by providing the documentation from the County Environmental Health Services Department (EHS).

(3) The extension of services shall be subject to the following conditions:

a) Under this approval, SYCSD's provision of sewage collection service shall be limited to the property located at 2517 Janin Way, Solvang, CA. 93463.

b) The property owner shall execute and record an agreement approved by the Executive Officer that consents to annexation of the territory to the SYCSD, which consent and agreement shall run with the land and be binding upon the heirs, executors, administrators and successors and assigns of property owner.

c) Said Out-of-Agency Service agreement is for sewer service only shall remain in effect until such time as an annexation is approved by the Commission.

(4) Said Out-of-Agency Service agreement is hereby approved.

PASSED AND ADOPTED this day of September 1, 2022, in Santa Barbara, California
by the following vote.

AYES:

NOES:

ABSTAINS:

Dated: _____

Stephen Shane Stark, Chair
Santa Barbara Local Agency
Formation Commission

ATTEST

Natasha Carbajal, Analyst/Clerk
Santa Barbara Local Agency Formation Commission