



# APPLICATION FOR THE ANNEXATION TO THE WEST BAY SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE

## A. GENERAL INFORMATION

1. Briefly describe the nature of the proposed change of organization or reorganization.

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2. What are the reasons for the proposal?

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3. Does this application have 100% consent of landowners in the affected area?

Yes       No

4. Estimated acreage: \_\_\_\_\_ Assessor's Parcel Number: \_\_\_\_\_

## B. SERVICES

1. List the name or names of all existing cities and special districts whose service area or service responsibility would be altered by the proposed change of organization or reorganization.

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2. List all changes to the pattern of delivery of local services to the affected area. For each service affected by the proposed change(s) of organization, list the present source of service (state "none" if service is not now provided), the proposed source of service and the source of funding for construction of necessary facilities (if any) and operation. Examples are given on the first two lines of the space provided for your response.

<u>SERVICE</u>	<u>PRESENT SOURCE</u>	<u>PROPOSED SOURCE</u>	<u>FUNDING SOURCE</u>	
			<u>CONSTRUCTION</u>	<u>OPERATING</u>
<u>Sewer</u>	_____	<u>WBSD</u>	<u>Proponent</u>	<u>Fees</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**C. PROJECT PROPOSAL INFORMATION**

1. Please describe the general location of the territory that is the subject of this proposal. Refer to major highways, roads and topographical features.

\_\_\_\_\_

\_\_\_\_\_

2. Describe the present land use(s) in the subject territory.

\_\_\_\_\_

\_\_\_\_\_

3. How are adjacent lands used?

North: \_\_\_\_\_

South: \_\_\_\_\_

East: \_\_\_\_\_

West: \_\_\_\_\_

4. Will the proposed change of organization result in additional development? If so, how is the subject territory to be developed?

\_\_\_\_\_

\_\_\_\_\_

5. What is the general plan designation of the subject territory?

\_\_\_\_\_

6. What is the existing zoning designation of the subject territory?

\_\_\_\_\_

7. What pre-zoning, environmental review or development approvals have already been obtained for development in the subject territory?

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8. What additional approvals will be required to proceed?

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9. Does any portion of the subject territory contain any of the following --agricultural preserves, sewer or other service moratorium or wetlands subject to the State Lands Commission jurisdiction?

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10. If no specific development projects are associated with this proposal, will the proposal increase the potential for development of the property? If so, how?

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West Bay Sanitary District will consider the person signing this application as the proponent of the proposed action(s). Notice and other communications regarding this application (including fee payment) will be directed to the proponent at:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

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\_\_\_\_\_  
Signature of Proponent





**Supplemental Information on Completing the Application for Annexation into On-Site Wastewater Disposal Zone**

**A. General Information**

1. To annex property into the West Bay Sanitary District's **On-Site Wastewater Disposal Zone**
2. To obtain sewer service to replace existing septic system and reason why: for example, failing septic; plans to remodel, or construct additions; etc.
3. This applies only to the property owners of the parcel to be annexed.
4. self-explanatory

**B. Services**

- |    |                            |      |      |           |      |
|----|----------------------------|------|------|-----------|------|
| 1. | West Bay Sanitary District |      |      |           |      |
| 2. | Sewer                      | None | WBSD | Proponent | Fees |

**C. Project Proposal Information**

- Call Leslie Lambert of Town of Portola Valley at (650) 851-1700 with questions on zoning and their General Plan.
- Talk with Town about their permit requirements for sewer installation.

**CONSENT TO INCLUSION OF PROPERTY Form**

- The property owners of the parcel need to print names, sign names, date, and indicate the assessor's parcel number.
- Return to WBSD with application.
- **All owners on title must have names and signatures on form**

**CONSENT TO WAIVE CONDUCTING HEARING AUTHORITY Form**

- If property owners wish to simplify the approval process, they need to complete this form exactly like previous form.
- **All owners on title must have names and signatures on form**

**PLAT AND LEGAL DESCRIPTION OF PARCEL TO ACCOMPANY APPLICATION**

**SIGNED AND NOTARIZED AGREEMENT CREATING COVENANTS RUNNING WITH THE LAND TO ACCOMPANY ON-SITE WASTEWATER DISPOSAL ZONE ANNEXATION APPLICATIONS**

**WEST BAY SANITARY DISTRICT**  
**Annexation into District and On-Site Wastewater Disposal Zone**

**SCHEDULE OF STANDARD FEES\* AND DEPOSITS**

**FEES COLLECTED BY AND PAYABLE TO WEST BAY SANITARY DISTRICT:**

Annexation to the West Bay Sanitary District only:

Per Parcel (Applicant to be notified by West Bay when fee due)	\$ 500 Processing Fee
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Annexation into West Bay Sanitary District and On-Site Wastewater Disposal Zone:

Per Parcel (Payable at time OWDZ application submitted)	\$1,000 Publication Deposit \$1,000 Processing Fees (=\$500 District Annex & \$500 OWDZ Annex)
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Class 3 Sewer Permit (If required)	\$ 200 Permit Fee \$2,000 Admin Deposit (Standard) Higher deposit amount could be required if WBSD staff time & costs estimated higher for applicant's project
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Class 1 Sewer Permit	\$ 100 Permit/Inspection Fee
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Connection Fee – Single-family residence	\$4,289.20 (District Regulations as of 3/16/09)
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Reimbursement Fees: Applicable only if applicant's connection is to portion of main line sewer that is served by signed Reimbursement Agreement that the developer has established with the District to spread the construction costs equitably between all connectors. Reimbursement fees will vary with each agreement and also by the numerical order the connection is within the agreement. Reimbursement Agreements may have an interest factor or ENR construction factor in the fee calculation. A new connector may have to pay into and be part of more than one Reimbursement Agreement.

**FEES COLLECTED BY LAFCo**

Attached is a separate document of the San Mateo LAFCo fee schedule.

**SAN MATEO LAFCO FEE SCHEDULE**  
Effective for Applications Accepted for Filing  
On or After July 20, 2009

PROCESSING FEES  
(G.C. Sections 56383, 56654, and 56428)

Annexation or Detachment (City, District, or County Service Area)	<b>Minor Applications 100% consent &amp; Exempt from CEQA</b>	<b>Major Applications</b>
<u>Acres</u>		
1 acre or less.....	\$1,170	1,678
1.1 - 4.9.....	1,416	2,293
5 - 9.9.....	1,846	2,768
10 - 19.9.....	2,154	3,216
20 - 29.9`.....	2,461	3,692
30 - 49.9.....	3,076	4,614
50 +.....	3,692	5,538
District Formation.....		Actual Cost
Consolidation/Merger/Dissolution/Subsidiary District.....		\$1220
(Excludes legal notice and election costs)		
Municipal Service Review (Not initiated by LAFCo).....		Actual Cost
Application for Addition of Special District Powers.....		Actual Cost plus Env. Fees
Dissolution for Inactivity.....		\$509
Incorporation/Disincorporation.....		Actual Cost
State Controller's Review of Comprehensive Fiscal Analysis.....		Actual Cost
Reorganization (two or more changes of organization included in one proposal).....		Sum of fees for individual actions, less 20%
Review of Outside Service Agreement.....		Same as above acreage fees
Noticed public hearing (if required).....		Actual preparation and publication cost
Sphere of Influence Revision/Municipal Service Review.....		Actual Cost
Reconsideration pursuant to Section 56857.....		Actual cost/Deposit of \$509
<u>ENVIRONMENTAL REVIEW</u> (P.R.C. Section 21089)		
CEQA Exemption.....		No Charge
Review of Initial Study and preparation of Negative Declaration, OR determination that EIR is required.....		\$254.25. plus publication cost
Extended Initial Study or Preparation of EIR.....		Actual Cost

(over)

STATE FEES

The following fees are charged by State and County agencies and are listed below as public information to applicants. May be amended by State/County.

Department of Fish and Game Fees (F&GC Sec. 711.4):

Negative Declaration .....	\$1,993
EIR .....	2,768.25
County Clerk - Document Handling Fee .....	50.00

The above fees may be required where LAFCo is the lead agency for environmental review and will be collected by LAFCo for transmittal to the County Clerk. Where LAFCo is responsible agency, copies of original Notice of Determination and receipt by Lead Agency is required.

State Board of Equalization Fees (G.C. Sect. 54902.5):

The conducting agency (city, county or district) may collect a State Board of Equalization filing fee for submittal to LAFCo with final proposal documents. The fee is based on acreage. Please consult LAFCo staff for details.

OTHER FEES

Photocopies.....	0.10 per page
Publications.....	Will be set for each publication
Conforming Copy .....	\$10 check payable to SM County Recorder

EXCEPTIONS: LAFCo processing fees may be waived by the Commission or the Executive Officer if financial hardship is demonstrated, OR if the application is in response to a LAFCo condition or recommendation. State and County Clerk fees may not be waived.

Rev 4/24/09 effective July 20, 2009

Recording Requested By: )  
)  
WEST BAY SANITARY DISTRICT )  
)  
And When Recorded, Mail To: )  
)  
West Bay Sanitary District )  
500 Laurel Street )  
Menlo Park, California 94025-3486 )  
Attn: District Manager )

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(Space above this line for Recorder's Use)

**AGREEMENT CREATING COVENANTS  
RUNNING WITH THE LAND**

Agreement entered into by and between West Bay Sanitary District, a public agency of the State of California ("District") and \_\_\_\_\_, owners of the property at \_\_\_\_\_, ("Proponents").

**RECITALS**

1. Proponents represent that they are the owners of certain real property situated in the Town of Portola Valley, San Mateo County, California, which is commonly known as \_\_\_\_\_, and which is more particularly described as follows:

Lot \_\_\_\_\_ in Block \_\_\_\_\_, as shown on that certain map entitled "\_\_\_\_\_  
\_\_\_\_\_", filed in the office of the County Recorder of said County and State, on \_\_\_\_\_, \_\_\_\_\_ in Book \_\_\_\_\_ of maps at pages \_\_\_\_\_.

Containing an area of \_\_\_\_\_ acres, more or less. (the "Real Property").

2. *Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that has failed and cannot be repaired. Use of the present system must be discontinued or it is probable that conditions adversely affecting the public health, safety and welfare will develop on the Real Property and, potentially, off-site.*

or

*Proponents' Real Property is developed with a single family residence. The residence is served by a septic tank/leachfield wastewater disposal system that is unable to meet current standards.*

or

*Proponents' Real Property is undeveloped. The proposed residence can not be served by a septic tank/leachfield wastewater disposal system.*

3. To maintain wastewater disposal service to the site, Proponents have annexed the Real Property to the District and are seeking service from the District.

4. To obtain District administered wastewater disposal services for the Real Property, Proponents propose to construct certain unconventional wastewater disposal facilities (the "Septic Tank Effluent Pumping (STEP)" / "Grinder Pump System"), \_\_\_\_\_ linear feet of sanitary sewer force main and to connect to the District's public facilities located in \_\_\_\_\_.

5. The STEP/Grinder Pump System to be constructed by Proponents is similar to several other wastewater disposal systems constructed on other properties within the District which also connect to the District's sewer system. These systems differ substantially from traditional gravity sewer systems found elsewhere in the District's service area, and because of these differences, the District is regulating the use and operation of these systems through an On-Site Wastewater Disposal Zone. (See Health & Safety Code Sections 6950 et seq.; "The Zone".)

6. Proponents are willing to accept the stated conditions and they desire to enter into this Agreement with the District to fulfill the intentions of the parties.

### **TERMS AND CONDITIONS**

In consideration of the foregoing Recitals and the following Terms and Conditions, it is mutually agreed by District and Proponents as follows:

1. The Proponents shall construct a new STEP/Grinder Pump System according to the District's Standard Details. All pumping equipment, control equipment, telemetry equipment, pipelines, power and phone lines, etc., are a part of the construction costs to be borne by the proponent. The applicant shall submit information about the location, type and size of all equipment and facilities to the District for review and approval. Final determination of the size, location and equipment used in the construction of the STEP/Grinder Pump System shall be at the sole discretion of the District.

2. The Proponents shall coordinate all inspection and testing with the District. The Proponents shall notify the District 48 hours in advance for inspections and testing. After completion of the initial construction, the Proponents shall guarantee the work for one-year by a maintenance bond or cash deposit for 50% of the work.

3. The Proponents shall supply the District with one extra pump of the same type and size to be installed.

4. A recorded easement on the individual property is required for District access to the STEP/Grinder Pump System for routine maintenance and repair. This easement must meet the requirements of the District's Code of General Regulations, be granted to the District, and must be recorded on the title of the property. The District must have full vehicular access at all times to the areas with wastewater facilities.

5. Any septic tanks to be abandoned shall be abandoned in accordance with County Health requirements and copy of abandonment permit is given to the District.

6. The Proponents and their successor shall be responsible to provide and maintain the following appurtenances:

- (a) A dedicated telephone line.
- (b) Electrical power for the telemetry and grinder system.
- (c) A separate 220 Volt circuit and breaker shall be provided for the STEP/Grinder Pump and shall be labeled in the circuit box as, "Do Not Touch – For STEP/Grinder Pump Use Only".

7. The proponent shall disclose to the District any secondary pumping system and changes to the internal plumbing of the residence prior to any work and connection to the grinder system. The District reserves the right to reject any Proposal/ Design which may impact the ability of the STEP/Grinder System to function effectively or result in excessive maintenance costs. Such determination shall be made at the sole discretion of the District.

8. All costs associated with the correction of the prohibitions referenced in this agreement shall be conducted at the sole cost of the Property Owner. The District shall invoice the Property Owner directly. The charge shall be the actual salary of District employees and equipment for the time necessary for the correction times 1.75, or the actual cost of Contractors Services, times 1.75. Such costs may be charged in addition to penalties authorized by the District's Code of General Regulations.

### **PROHIBITIONS**

In addition to the Prohibitions contained in the District's Code of General Regulations, the following prohibitions shall specifically apply to properties in the District's On-Site Wastewater Disposal Zone:

1. Proponents shall not under any circumstances, change or add any secondary pumping systems without the written consent of the District.

2. Proponents shall not, under any circumstances, allow or permit changes to the infrastructure or equipment of the STEP/Grinder Pumping System without the written consent of the District. Proponents are specifically instructed not to allow disconnection or reconfiguration of telephone and electrical systems.

3. The proponent shall not under any circumstances connect swimming pool, spa, or any storm drains to piping that discharges into the grinder pump unit.

### **ADHERENCE TO DISTRICT REGULATIONS**

With respect to all matters referred to in this Agreement, including the construction of the STEP/Grinder Pump System, its connection to the District's system, the use and operation of the STEP/Grinder Pump System and the use of the District's wastewater facilities, Proponents shall at all times fully comply with all applicable District regulations. Proponents shall operate and maintain the STEP/Grinder Pump System so that at all times it remains in good operating condition and repair. Except to the extent District accepts responsibility for some portion or portions of Proponents' STEP/Grinder Pump System and the systems of other persons similarly situated and for which the District hereafter imposes a uniform system of fees and charges applicable to all such persons, the responsibility, including all costs and expenses, for the construction, use, operation, maintenance, repairs and replacement of the Grinder Pump System shall be borne exclusively by Proponents, and the District shall have no responsibility for such matters whatsoever.

### **ENFORCEMENT RIGHTS OF DISTRICT**

In addition to the rights and remedies established by this Agreement, the District shall have all rights and remedies otherwise afforded under applicable provisions of law to enforce this Agreement, including (a) Proponents' obligation to pay and the District's right to collect fees and charges and (b) District's right to correct violations of District's regulations.

**ATTORNEY FEES**

In the event of any litigation between the parties to interpret or enforce this Agreement, the prevailing party shall be entitled to recover its attorney fees, court costs and litigation expenses incurred in the litigation.

**BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the respective parties, their assigns, beneficiaries, personal representatives and successors in interest.

Executed at Menlo Park, California on the dates set forth.

**DISTRICT:**

WEST BAY SANITARY DISTRICT  
A Public Agency

**Printed Name:**

By: \_\_\_\_\_  
President of the District Board

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

**Printed Name:**

And by: \_\_\_\_\_  
Secretary of the District Board

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

**PROPONENTS:**

**Printed Name:**

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

**Printed Name:**

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

**(Attach Notary Certificate)**