

**WATER WELL PERMIT APPLICATION (EHS 46-1)**

**Type of Permit** (Please check the appropriate box below)

<input type="checkbox"/>	Construction	\$721*	[4669]	New or Replacement well.
<input type="checkbox"/>	Modification	\$721	[4669]	Includes the deepening of a well, reperforation, sealing or replacement of well casing.
<input type="checkbox"/>	Destruction	\$761	[4668]	Abandonment: The complete filling of a well.

FOR OFFICE USE ONLY	
Rec'd Date:	_____
Rec'd By:	_____
WP #	_____
District #	_____

\* Add \$50 Clerk of the Board CEQA notice Processing Fee, unless well is domestic de minimis or domestic public water system.

**Required Attachments:**

Plot plan indicating the location of the well with respect to the following items:

- Property lines.
- Drainage pattern of the property.
- Access roads and easements (water, sewer, utility, roadway).
- Existing and/or proposed structures.
- Existing wells within a 1,000-foot radius of the proposed well.
- Animal or fowl enclosure, pens, paddocks, stockyards within a 200-foot radius of proposed well site
- Sewage disposal systems or works carrying or containing sewage or industrial wastes, solid waste systems, petroleum product systems, and hazardous materials within a 200-foot radius of the proposed well.
- All perennial, seasonal, natural, or artificial water bodies or watercourses, including location of 100-year floodplain, if applicable.

**Written verification from an applicable Groundwater Sustainability Agency that the proposed new well or alteration of an existing well would not be inconsistent with any sustainable groundwater management program established in a Groundwater Sustainability Plan is required for the following basins, and shall be provided if not exempt:**

- Cuyama Valley     Carpinteria     Montecito     San Antonio Creek Valley     Santa Ynez River Valley

**Applicable to wells within 1,000 feet from an existing well:** Hydrogeology and well extraction data including but not limited to transmissivity, storativity, and estimated height of water column in the proposed well, prepared under the direction or supervision of a California Certified Hydrogeologist or California Professional Geologist

**Indemnification Agreement** executed by the legal owner or person who has a legal possessory interest, whether by lease easement or other legal claim, of the property on which the well is to be constructed, modified or repaired, inactivated or destroyed.

**OWNER Info:**

Well Owner Name (Required): \_\_\_\_\_ Primary Phone (\_\_\_\_) \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_  
 Street Number and Name City State/ Zip Code

<b>Complete this section if the person coordinating the project is other than the Well Owner (e.g., driller, contractor).</b>			
Project Coordinator/Certified Professional Name: _____			
Mailing Address: _____			
Street Number and Name		City	State / Zip Code
Primary Phone: (____) _____	Email: _____		

**WELL Location Info:**

Well Location Address: \_\_\_\_\_  
 Street Number and Name City State / Zip Code

Cross Street (or other information defining the Well location) if applicable: \_\_\_\_\_

Assessor's Parcel Number (APN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Latitude: \_\_\_\_\_ Longitude: \_\_\_\_\_ Elevation: \_\_\_\_\_

**Casing Information**

Proposed Depth _____ ft. Well Bore Diam. _____ in. <b>Sealing Material (Check)</b> <input type="checkbox"/> Neat Cement <input type="checkbox"/> Clay <input type="checkbox"/> Cement Grout <input type="checkbox"/> Concrete <b>Conductor Casing</b> Provide details under additional work	Type: <input type="checkbox"/> Steel <input type="checkbox"/> PVC <input type="checkbox"/> Other _____ Wall / Gauge _____ in.   Diameter _____ in.   Annular Seal Depth _____ ft. Estimated Depth to First Perforations _____   Length of Perforations _____ Additional Work Description: _____ _____ _____ <b>Note:</b> A minimum 50 ft. annular seal is required for all wells.
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**Proposed Well Details**

**Project Details:**

**Modification:**  Deepening    Sealing of well casing    Reperforation    Replacement of well casing

**Replacement:** *(Existing well shall be destroyed within 90 days of completion under permit. Replacement well shall be of equal or less production capacity of existing well as originally permitted or constructed)*

1. Is the existing well dry:  No    Yes
2. Attach permit, completion report, or other documentation of existing wells construction/capacity
3. Application for the Destruction of the existing well shall be submitted concurrently with this application.

**Intended Use:**       Irrigation    Cathodic Protection    Domestic – Single Parcel    Domestic – Multi-Parcel  
 State Small Water System                       Public Water System

**Water System Name:** \_\_\_\_\_

*Domestic: Identify domestic connection(s) to be served on the plot plan or other documentation, a separate water system permit shall be required upon construction and prior to providing domestic water. Easements or other legal documentation shall be provided for wells to serve 2 or more parcels.*

**Anticipated Production:**

Anticipated/approximate water production (acre feet per year): \_\_\_\_\_ acre feet  
Anticipated average runtime/use of the well per day: \_\_\_\_\_ hours  
Anticipated source yield/pump capacity: \_\_\_\_\_ gallons per minute (gpm)  
Estimated height of water column: \_\_\_\_\_ feet

**Intended Water Use:**

Is parcel located within the service area of a public water system?  No    Yes (Identify): \_\_\_\_\_

1. If you answered **Yes** to question A.: Are you connected to the Public Water System  No    Yes
2. If you answered **No** to the question A-1.: Is public water service available?  No    Yes

Do you intend to export any water off of the property?  No    Yes

What other water sources are available on the property?    Public    Private    None

**Site Information:**

Are there other wells located within 1,000 feet?  No    Yes   If yes, how many? \_\_\_\_\_

Are there other wells on the property?  No    Yes   If yes, how many? \_\_\_\_\_

What is the parcel size of the proposed well location? \_\_\_\_\_ acres

What is the Property Zoning Designation?

AG-I    AG II    Residential    Commercial    Industrial    Recreational

Is the proposed well location within the Coastal Zone?  No    Yes

**Ground Water Basin:**

Not within a Basin    Foothill    Goleta    Santa Barbara    Santa Maria River Valley  
 Cuyama Valley    Carpinteria    Montecito    San Antonio Creek Valley    Santa Ynez River Valley

**LEGAL DECLARATION**

**LICENSED CONTRACTOR DECLARATION**

I hereby affirm that I am licensed under the provisions of Chapter 9 (commencing with Sec. 7000), Division 3 of the Business and Professions Code (B&PC) as a well drilling contractor (C-57 license) and such license is in full force and effect.

\_\_\_\_\_ **Print Name of Driller** \_\_\_\_\_ **Signature of Driller** \_\_\_\_\_ **Date** \_\_\_\_\_  
Lic. No.: \_\_\_\_\_ Primary Telephone \_\_\_\_\_ Other Phone: \_\_\_\_\_  
Business Name: \_\_\_\_\_ Address \_\_\_\_\_

**(Complete A or B)**

**A. WORKERS' COMPENSATION DECLARATION**

I hereby affirm that (check the applicable box):

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.
- I have and will maintain workers' compensation insurance, as provided for by Section 3700 of the Labor Code, for the performance of work for which this permit is issued. My insurance carrier and policy number are:

Carrier \_\_\_\_\_ Policy No. \_\_\_\_\_

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. CERTIFICATION OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE**

I certify that in the performance of work for which this permit is issued, I shall not employ any person in a manner so as to become subject to the Workers' Compensation Laws of California.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Notice to Applicant:** If, after making this Certificate of Exemption, you should become subject to the Workers' Compensation provisions of the Labor Code, you must forthwith comply with such provisions or this permit shall be deemed revoked.

When signed by the Environmental Health Specialist, this application shall be deemed a permit only for the work described and is not a "permit for development" as that term is used in the California Subdivision Map Act. Please note additional permits (e.g., electrical installation, waste discharge requirements, land use clearance, grading) may also be required from other agencies. **THIS PERMIT SHALL EXPIRE** upon completion of the task authorized or one year from date of issuance, whichever occurs first. No changes from the approved plan are permitted without prior written approval by Environmental Health Services. Final clearance will not be issued until all fees are paid and a copy of the drillers log is submitted to Environmental Health Services.

I hereby agree to comply with all regulations of the County of Santa Barbara pertaining to well construction, repair, modification, destruction and inactivation and the executed Indemnification Agreement submitted concurrently herewith. The property owner, well driller, or agent will furnish Environmental Health Services a copy of a completed well log upon completion of well construction.

I certify that I have read this application and declare under penalty of perjury that the information contained herein and on the Plot Plan is true, correct and complete. I hereby authorize representatives of Environmental Health Services to enter the premises for the purpose of inspecting the site and work described herein for compliance with county requirements.

**REQUIRED INSPECTIONS / FINAL CLEARANCE:** After permit approval, and prior to covering any components, an inspection must be scheduled directly with the approving Environmental Health Specialist at least two (2) business days in advance for:

- ✓ The sealing of the annular space on a well;
- ✓ The destruction of wells;
- ✓ Any operation stipulated on the permit to address special or unusual conditions.
- ✓ Receipt of driller's well log.

**Signed** \_\_\_\_\_  
Applicant (Print Name) Applicant's Signature Date

**FOR DEPARTMENT USE ONLY**

Fixed Fee Rec'd by: \_\_\_\_\_ Date: \_\_\_\_\_ Amt: \$ \_\_\_\_\_ Credit Card Trans No: \_\_\_\_\_ (last 4 digits)

Check No. \_\_\_\_\_ Receipt No. \_\_\_\_\_

**GSA Findings:**

The proposed well is in high or medium priority basin:  No  Yes  
For wells located within a high or medium priority basin, the Groundwater Sustainability Agency (GSA) has  has not   
issued written verification that the well is consistent with any sustainable groundwater management program established in  
any Groundwater Sustainability Plan, or  
The well subject to this permit application is exempt from this requirement.  No  Yes  
For wells located within a high or medium priority basin, GSA notification date: \_\_\_\_\_ & response date: \_\_\_\_\_

**EHS Findings:**

Extraction of groundwater is not likely to interfere with the production and functioning of existing nearby wells.  No  Yes  
Extraction of groundwater is not likely to cause subsidence that would adversely impact or damage nearby infrastructure.  No  Yes  
The well subject to this permit application is exempt from these findings.  No  Yes

For Replacement Wells:  
Proposed well of equal or less production capacity of existing well as originally permitted or constructed  No  Yes  
Application to destroy existing well submitted concurrently  No  Yes

**APPLICATION DISPOSITION:  Approved  Denied**

**Signed** \_\_\_\_\_ **Environmental Health Specialist** \_\_\_\_\_ **Date** \_\_\_\_\_

Permit Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Final Construction Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Final Clearance by: \_\_\_\_\_ Date: \_\_\_\_\_

Copy Required at Assessor's Office  Copy Required at Water District Office



# County of Santa Barbara Water Well Permit Indemnification Agreement

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This Agreement is entered into pursuant to Santa Barbara County Code section 34A-24(b):

1. **Indemnification.** As part of the application for a water well permit (hereinafter collectively "Application"), \_\_\_\_\_ the applicant for the project ("Applicant") and \_\_\_\_\_ the owner(s) of the subject property ("Owner"), if non County-owned property and the Owner is different than the Applicant, agree to indemnify, defend (with counsel reasonably approved by County), and hold harmless Santa Barbara County and its officers, officials, employees and agents (collectively "County") as follows:
  - a. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, judgments and/or liabilities arising out of, related to, or in connection with the Application or to attack, set aside, void, or annul, in whole or in part, an approval of the Application and/or issuance of a water well permit by the County;
  - b. From any and all causes whatsoever, including the acts, errors, or omissions of the Owner(s) and Applicant and his, her, its, and their officers, employees, agents and contractors (hereinafter "Claim"); and
  - c. For any and all costs and expenses (including but not limited to attorneys' fees) incurred by County on account of any Claim except where such indemnification is prohibited by law.
  - d. The indemnification obligation of the Owner(s) and Applicant applies to County's active as well as passive negligence, but does not apply to County's sole negligence or willful misconduct.
  
2. **Defense.** Owner(s) and Applicant shall permit County, with County's unlimited discretion, to direct and participate in the defense of any Claim, including, but not limited to, use of County Counsel to defend the Claim, but such participation shall not relieve the Owner(s) or Applicant of any obligation imposed by this Agreement.

In the alternative, County shall have the right not to participate in the defense.

In the event of a disagreement between County and the Owner(s) and/or Applicant over litigation issues, County shall have the authority to control the litigation and make litigation decisions, including, but not limited to, the manner in which the defense is conducted.

If County reasonably determines that having common counsel would present such counsel with a conflict of interest, or if the Owner(s) or Applicant fails to promptly assume the defense of the Claim or to promptly employ counsel reasonably satisfactory to County, then County may employ separate counsel to represent or defend County and the Owner(s) and Applicant shall pay the reasonable attorneys' fees and costs of such counsel.
  
3. **Reimbursement.** To the extent County uses any of its resources to respond to a Claim, the Owner(s) and Applicant shall reimburse the County upon demand. Such resources include, but are not limited to, staff time, court costs, County Counsel time, or any other direct or indirect costs associated with responding to the Claim.

4. **Obligations.** The obligations of the Owner(s) and Applicant under this Agreement shall survive and apply regardless of whether any County approval is invalidated, set aside, expires, or is abandoned for any reason.

This Agreement and the obligations of the Owner(s) and Applicant set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Owner(s) or Applicant has brought any claim, action, or demand against County.

The Owner(s) and Applicant are solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Owner(s) or Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Owner(s) or Applicant under this Agreement except where such indemnification is prohibited by law.

5. **Successors and Assigns.** These obligations shall be binding upon each and every successor, assign, and transferee of any interest in the water well permit that is the subject of the Application. The Owner(s) and Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Owner(s) and Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit that is the subject of the Application.
6. **Stipulation, Release, or Settlement.** The Owner(s) and Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on such Claim unless the County and the Owner(s) and Applicant have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld.

In no case shall the Owner(s) or Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the County as a condition of or as part of any stipulation, release, settlement, or otherwise. The Owner(s) and Applicant shall not assert any defense, claim, or complaint against County on any Claim as a condition of or as part of any stipulation, release, settlement or otherwise.

7. **No Waiver.** Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the indemnification requirements will not be deemed as a waiver of any rights on the part of County.
8. **Authority.** Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Owner(s) and Applicant and enforceable in accordance with its terms.
9. **California Law.** This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
10. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. **Complete Agreement.** This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. Neither party is relying on any other representation, oral or written.

12. **Counterparts.** This Agreement may be signed in counterparts and must be signed by all Owner(s) and Applicant.

Project:

Project Number: \_\_\_\_\_

APN(s): \_\_\_\_\_

**NOW THEREFORE**, the Owner(s) and Applicant agree to be bound by the terms of this Indemnification Agreement as demonstrated by their signature(s) below:

APPLICANT:

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name of Person Signing \_\_\_\_\_

Title: \_\_\_\_\_

OWNER (if different from Applicant):

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name of Person Signing \_\_\_\_\_

Title: \_\_\_\_\_

# Well Permit Application Plot Plan

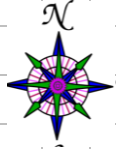
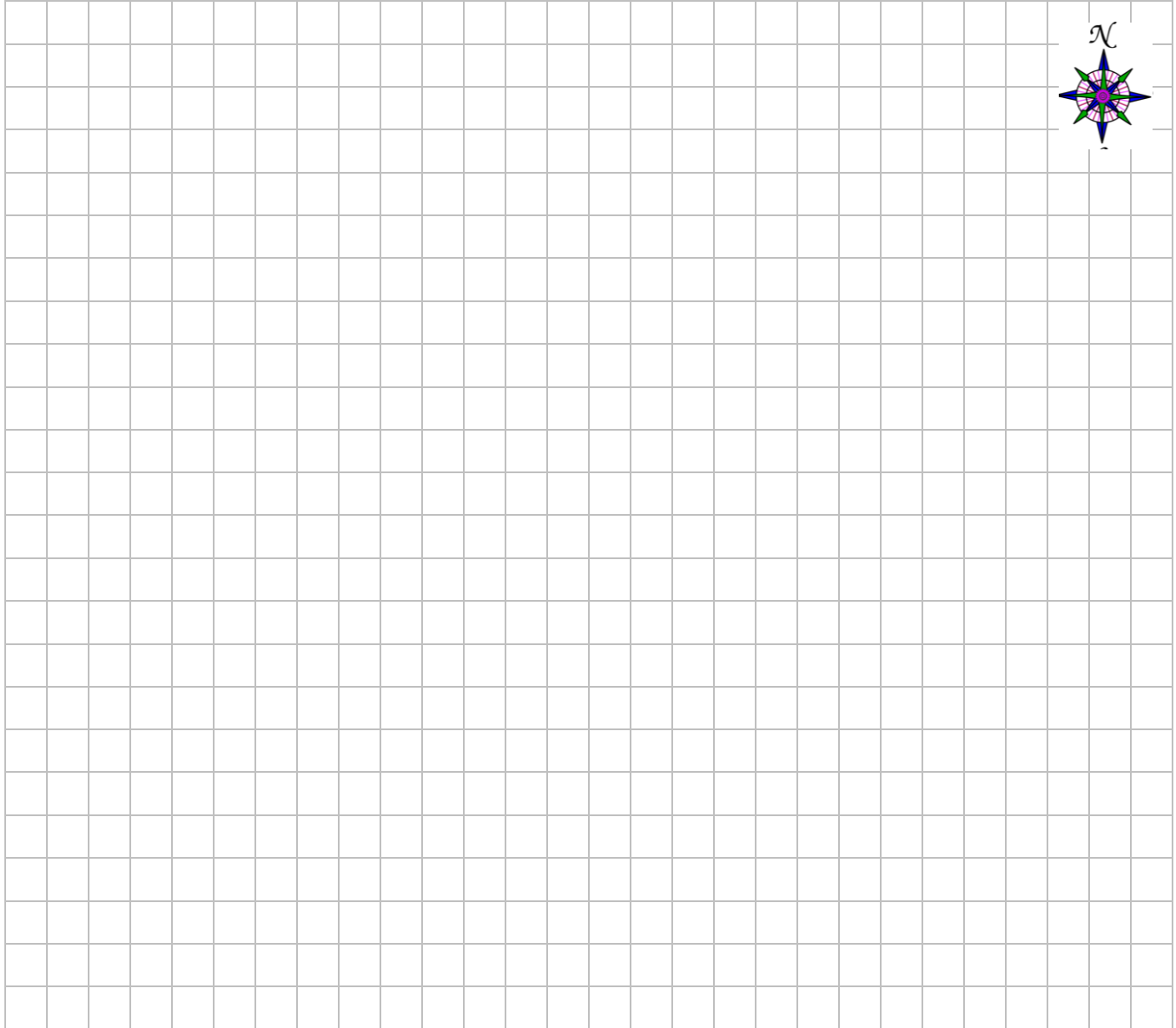
(Scale 1/4" Block = 20 ft.)

Permit #: \_\_\_\_\_

APN: \_\_\_\_\_

Indicate below the exact location of the proposed well with respect to the following items within 200 ft. of the proposed well: property lines, access roads and easements; existing/proposed structures (surface and subsurface); existing/proposed industrial, hazardous, solid waste systems, works or tanks; petroleum product system works or tanks; animal enclosures and/or animal waste storage areas; agricultural operations; watercourses, 100-yr. flood plain and drainage patterns of the property; and well site elevations. Show the actual distance between the proposed well and these items.

**Please note all existing wells within 1,000 feet**



Dept. Use Only: Site Reviewed By: \_\_\_\_\_

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

Sewer (Sanitary, Storm or Bldg.) – 50 ft.

Water Bodies / Courses – 50 ft.

Septic Tanks and / or Leachlines – 100 ft.  
(include 100% expansion area)

Underground Petroleum Product Storage Tanks – 100 ft

Seepage Pit / Drywell – 150 ft.  
(include 100% expansion area)

Other: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_





## Water Well Discharge Prohibitions

### ----- *Fact Sheet* -----

In the autumn of 2016, unauthorized discharges from two water production wells to creeks in the Santa Barbara Coastal sub-basins resulted in consultation between the Santa Barbara County Public Health Department, Environmental Health Services Division, and the Central Coast Regional Water Quality Control Board. This consultation clarified that all discharges to creeks or drainages in the Santa Barbara coastal sub-basins are a violation of the Basin Plan.

So what does this mean to water well drillers?

- Discharges to creeks and drainages, including discharges of drilling muds, drilling waters and/or water pumped from the well while it is being developed, are prohibited;
- Such discharges are violations of county and state regulations:
  - County Code Chapter 34 Section 34A.11.(7) *Drilling waste shall be controlled and may not be discharged so as to create conditions that violate water quality control board regulations, other state laws, federal regulations or local ordinances;*
  - Water Quality Control Plan, Central Coast Basin, Chapter 5, Section IV.B. Inland Waters, reads in part: *“Waste discharges to the following inland waters are prohibited: (4). All coastal surface streams and natural drainages that flow directly to the ocean within...the Santa Barbara Coastal Subbasins...”*

Violations of these regulations may result in enforcement including issuance of a stop work order and suspension or revocation of the well permit by Environmental Health Services. Additionally, both the Water Quality Control Board and Environmental Health Services may issue notices of violation and levy fines. Violation of Santa Barbara County Code Chapter 34A may result in enforcement with an administrative fine of up to \$1,000.00 per each “one-time” action as provided in County Code Chapter 24A. The Water Quality Control Board may levy administrative fines up to \$10.00 per gallon for violation of the Basin Plan’s discharge prohibition per California Water Code Section 13385.

## Water Well Drilling – Requirements Related to Hydrogen Sulfide

----- **Fact Sheet** -----

### **Santa Barbara County Code Chapter 34A §11. - Hydrogen sulfide detection, reporting and mitigation.**

(a) The licensed well drilling contractor performing the work on a well that will exceed one thousand two hundred feet in depth shall keep a properly maintained and calibrated hydrogen sulfide H<sub>2</sub>S gas monitor at the drill site at all times during well drilling activities. The meter shall be in operation at all times during the well drilling activities. The meter shall be calibrated per manufacturer recommendations and at least prior to each new drilling operation or after each use. A calibration log shall be maintained and kept with the meter for inspection by administrative authority on request.

(b) If hydrogen sulfide gas is detected at levels exceeding 1.0 ppm for more than ten minutes or twenty ppm instantaneously, the licensed professional shall immediately contact Environmental Health Services, the Santa Barbara County Air Pollution Control District and the California Office of Emergency Services as required by Section 2631 of Title 19 of the California Code of Regulations. If the release poses a potential threat to public health off-site or the release may violate Santa Barbara County Air Pollution Control District (APCD) Rule 310 (Odorous Organic Sulfides) or Rule 303 (Nuisance) the licensed well drilling contractor or their designee shall immediately call 911 and report the release. If the release occurs outside normal business hours, the licensed professional driller or designee shall immediately report the release to 911.

(c) Mitigation measures shall be implemented immediately if the H<sub>2</sub>S release exceeds limits established in subsection (b) or may violate APCD Rule 310 (levels at or beyond property line of 0.06 ppm or 0.03 ppm averaged over three minutes and ten minutes, respectively) or cause detectable odors at or beyond the fenceline (APCD Rule 303). Mitigation measures must result in prompt, effective and sustained reduction of H<sub>2</sub>S to below levels on and off the property in accordance with subsections (a) and (b).

(d) Current phone numbers for the agencies specified in subsection (b) shall be maintained on the job site and all personnel are to be trained on appropriate emergency notification procedures.

(Ord. No. 5046, 6-19-2018)