

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

**There will be a regular meeting held by the Garberville Sanitary District Board of Directors at the
GSD District Office
919 Redwood Dr. Garberville, CA**

**July 25, 2017
5:00 p.m. – Open Public Session**

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 919 Redwood Dr. during normal business hours.

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

**Rio Anderson___, Linda Brodersen___, Doug Bryan___, Richard Thompson___, Gary Wellborn___
(gone)**

III. APPROVAL OF AGENDA - Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of the agenda.

IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA

V. CLOSED SESSION

A. No items for closed session

VI. OPEN SESSION

A. Board Report of action, if any, taken during closed session—No action

VII. COMMENTS AND QUESTIONS FROM THE AUDIENCE

Up to fifteen minutes of this portion of the meeting are reserved for members of the public to address the Board on items not listed on the agenda and within the jurisdiction of the GSD Board. Speakers are limited to 3 minutes. The GSD Board is prohibited by law from taking action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the GSD Board does not respond to public comment at this time.

General Public / Community Groups

VIII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS – Routine report of activities, operations, meetings / conferences held and/or attended by Board members, Staff, and General Manager

Operations Staff-

Office Staff-

Board Members-

General Manager—Ralph Emerson

Government Code Section 54954.3 provides that the public will have an opportunity to address the Board on any item described on a regular or special meeting either before or during the consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups

X. ITEMS FOR NEXT BOARD MEETING

1. Copier-Printer
2. Drug and Alcohol Policy
3. Commercial Agriculture water use
- 4.

XI. ADJOURNMENT

Posting of Notice at the District Office no later than July 21, 2017: Agenda is emailed to the local newspapers and those who have requested an agenda in writing or e-mail.

In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate, please contact the Garberville Sanitary District Office at (707)923-9566 at least 48 hours in advance.

**Garberville Sanitary District
PO Box 211
Garberville, CA. 95542
(707)923-9566**

GENERAL MANAGER REPORT

Date: July 25, 2017

I participated with Managers and officials of public service districts to start a CSDA local chapter for Humboldt County. This organization will work jointly to address the needs of public districts and how we can assist each other with regulatory agencies, compliance with new laws and navigating the process of integrating operational standards onto our districts.

The meeting was held in Eureka at the HBMWD and will be on-going as we become more organized with a governance model, by-laws and officers.

There have been several requests for potable water service and cultivation or processing for commercial cannabis, which has taken a substantial amount of time to meet on site and analyze property, neighborhood and impact to water distribution system. This is an agenda item, so we can discuss it when that item comes before you.

I have met with a few people about new water or sewer connections into our system and have been developing plans to accommodate their projects. A couple connections are for houses that currently have water service but no sewer service. Another potential connection is at Connick Creek, where I have been approached about installing a water service to a new property owner. One project is for a single family home on Locust St. to be developed into six apartments. I will keep you informed as work progresses.

Staff and I have been working hard to collect the outstanding debt owed to the District from past due service charges and in the process have learned of discrepancies in customer billing practices and policy compliance. As we find these deficiencies, we are making changes to address the problem.

Respectfully Submitted:

Ralph Emerson

**GARBERVILLE SANITARY DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA
MINUTES**

919 Redwood Dr. Garberville, CA

June 27, 2017

5:00 p.m. – Open Public Session

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

**Rio Anderson -Absent
Doug Bryan**

**Linda Brodersen- Present
Richard Thompson
Gary Wellborn**

III. APPROVAL OF AGENDA

Motion: Gary Second: Richard Vote: 3-0 Pull Financials

IV. PUBLIC COMMENT ON ANY ITEM ON THE CLOSED SESSION AGENDA

V. CLOSED SESSION

VI. OPEN SESSION

VII. COMMENTS AND QUESTIONS FROM THE AUDIENCE

General Public / Community Groups

Charlie Butterworth- Suggest keeping an outside accounting source.

**VIII. ANNOUNCEMENTS AND COMMUNICATIONS
REPORTS AND PRESENTATIONS**

Operations Staff- 0

Office Staff- 0

Board Members- 0

General Manager—Ralph Emerson

General Managers Report Pg 4-The GSD will Not be raising the rates!

IX. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

**A.1 Approve Financials - pg -----(pull from Consent Agenda) 5-22
March and April 2017 Financials**

Motion: Richard Second: Gary Vote: 3-0

A.2 Approve 5/23/17 Regular Meeting Minutes - pg 23-24

A.3 Operations Safety Report- pg 25-26

Motion: Gary Second: Richard Vote: 3-0

A. **GENERAL BUSINESS** –

- B.1 2017-2018 Budget Presentation pg. 27-34
(discussion-possible action) **Power Point Presentation (Jennie Short)**
Motion: Gary Second: Richard Vote: 3-0
- B.2 Town Square-Restroom Modifications pg 35-39
(discussion-possible action)
Motion: Gary Second: Richard Vote: 3-0
Motion to let the restroom group install a grease interceptor with no change in fees.
- B.3 Customer Billing—Notification cards
(discussion-possible action) -----Information at Meeting
Possible single page statement billing instead of post card billing. Pros and Cons to both.
- B.4 Relief on Service Charges—Shapiro—
(discussion-possible action)
Customer needs to pay for what is owed. If Customer wants to pay for a meter change and improvements that need to be done, then they can bring it back before the Board for Approval.

C. **POLICY REVISION / ADOPTION**

- C.1 Policy Manual—Approval of Expenditures: Sec 7.7 pg 40
(discussion possible action) 2nd reading
Motion: Gary Second: Richard Vote: 3-0
- C.2 Water Ordinance—Article 9, Billing: Sec 9.5, Payment of Bills pg. 41-43
(discussion-no action) 1st reading
- C.3 Water Ordinance—Disconnect/Reconnect Fee—Article 10: Sec 10.1-10.2 pg. 44-47
(discussion—possible action) 2nd reading (roll call) **Resolution #17-009**
Motion: Richard Second: Gary Vote: 3-0 Roll Call Vote
- Changing Reconnection Fee from \$25 to \$100, to help prevent Non Payment.
There will be no Disconnect Fee.
- C.4 Policy Manual—Accrued Vacation Hours—Sec 5.3.1 pg. 48
(discussion—possible action) 2nd reading
Motion: Gary Second: Richard Vote: 3-0

X. **ITEMS FOR NEXT BOARD MEETING July 25, 2017**

1. Copier-Printer
2. Commercial Cannabis Rates-Permitting
3. Andy Sundquist (Candor Rock LLP) Contract for Services
4. Water Ordinance—Payment of Bills Article 9, Billing: Sec 9.5—2nd reading

XI. **ADJOURNMENT**

7:03 p.m.

RECEIVED JUN 29 2017



ATTENDANCE ROSTER

Safety Meeting

Date of Meeting: 7/18/17 Leader Name: Ralph Emerson

Instructions:

- a. Fill in the date of the meeting and the name of the safety meeting leader.
b. Have all safety meeting participants sign this roster.
c. File this roster and the associated documents as outlined in the Leader Discussion Guide.

Name (print)

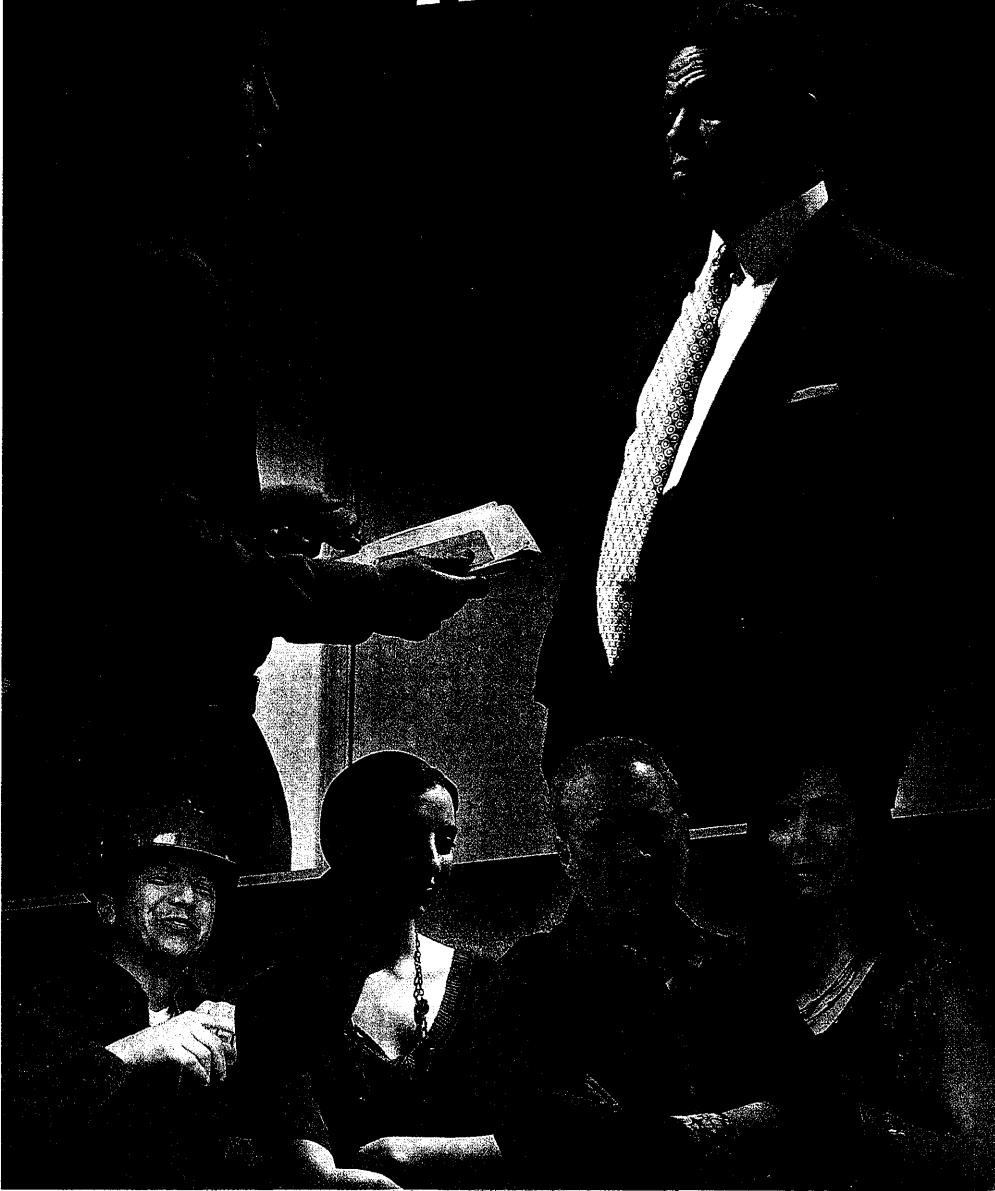
Name (signature)

Table with 2 columns: Name (print) and Name (signature). Rows 1-4 contain handwritten entries: 1. Ralph Emerson, 2. Brian Miller, 3. Dan Lippin, 4. Mary Nieto. Rows 5-20 are blank.

Attachments: 1. Leader Discussion Guide 2. Safety Meeting Booklet

Harassment

A New Look





Garberville Sanitary District
PO Box 211
919 Redwood dr.
Garberville, CA. 95542
Office(707)923-9566 Fax(707)923-3130

CONNICK CREEK INFORMATION

I have been approached by 4 property owners or potential property owners in Connick Creek during the past 30 days and because of the potential impact to the District, I wanted to address the concerns and requests.

There have been multiple agreements back to with those who have owned property at Connick Creek with regard to GSD providing water for their needs. There was an agreement which granted water although Connick Creek was outside of District boundaries. This agreement had to be changed because it was unlawful to provide services or water to anybody outside of the District.

A new contract was approved in 2010 and was signed by all property owners that wanted to participate or decline receiving GSD water. There was a 2” pipe installed from a master water meter next to the wastewater treatment plant, at the N/E side of Connick Creek subdivision.

1. There is over 5,000 ft of 2inch pipe from the master meter to the last contract property.
2. There are 6 customers receiving GSD water with 1 meter locked off for non-payment and 3 meters removed as part of an old agreement.
3. There is a spring on the south side of Connick Creek which is to be shared by eight of the property owners, with one owner retaining 50% and the remaining 50% being split equally by the other 7 properties.
4. GSD provides the water and reads the meters but is not responsible for the pipe, leaks or equipment because of the “Out of District” service agreement.
5. The residents and property owners can do whatever they want with the water once it leaves our master meter and a single owner is responsible for any water through the master meter if not paid by the other owners.
6. The problem we have is that as property is sold, there are new owners that want to have commercial cannabis businesses on the property which requires GSD water.
7. The current customers are complaining about water loss, excessive water usage, no water pressure and the need to increase the distribution pipe size to accommodate the current usage, along with the projected increase in water demand.
8. Our concern is that increasing the pipe size makes us vulnerable to losing all of the water from our water tank, in the event that the Connick Creek pipe is broken.

The issues before us are how involved do we want to be with Connick Creek, how much water usage will we allow for this area and if Connick Creek upgrades their infrastructure, do we want to determine what equipment is installed or pipe used?

My recommendation:

1. We continue providing service and reading meters
2. We allow people to use the water in any way they choose as long as they pay for it
3. We work with Connick Creek to determine what safeguards are in place to ensure the rest of our District is protected in the event of a large water leak.
4. We observe and document what improvements are made so that we can maintain an accurate record.
5. Any new meter installation and water service will require a new water connection fee.

TRUSTEE CONSENT

Equitable Deed Company, as trustee under that certain deed of trust in favor of Bank of America NT & SA recorded April 21, 1994 as Recorder's Serial No. 1994-11700-6, hereby consents to the preparation and recordation of this map, and to the dedication of Parcels A, B, C, D, E, F, and G.

Dated this 3rd day of March 1998. By: Brock Piper, Assistant Secretary

ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF ORANGE } SS

ON 3-3-98, BEFORE ME, ANTHONY J. REGATZI, PERSONALLY APPEARED BROCK PIPER

PERSONALLY KNOWN TO ME -OR- I 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.

WITNESS MY HAND AND OFFICIAL SEAL. SIGNATURE OF NOTARY: ORANGE COUNTY, 1/29/2001 EXP. DATE

BENEFICIARY CONSENT

The U.S. Small Business Administration, an agency of the U.S. Government, as Beneficiary under that certain Deed of Trust Instrument No. 1997-1668-5, hereby consents to the preparation and recordation of this map, and to the dedication of Parcels A, B, C, D, E, F, and G.

Dated this 10th day of July 1998. By: Terry Hetherington, Supervisory Loan Specialist

ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF ORANGE } SS

ON JULY 10, 1998, BEFORE ME, CHRISTINE LU, PERSONALLY APPEARED TERRY HETHERINGTON

PERSONALLY KNOWN TO ME -OR- I 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.

WITNESS MY HAND AND OFFICIAL SEAL. SIGNATURE OF NOTARY: ORANGE COUNTY, 4/10/2002 EXP. DATE

HUMBOLDT COUNTY TAX COLLECTOR'S CERTIFICATE

I, Stephen A. Strawn, Tax Collector of Humboldt County, California, hereby certify that on this date according to the records of this office, there are no tax liens due against the land within this Subdivision/Parcel Description described as Assessor's Parcel No. 222-156-07 for unpaid State, County, Municipal or Local Taxes or Special Assessments collected as property taxes, except taxes or special assessments not yet payable.

I further certify that taxes or assessments which are a lien, but not yet payable, have been estimated at \$ 0.00 and a bond in this amount has been collected and deposited with this office on behalf of the Board of Supervisors.

Dated 10-2-98 Stephen A. Strawn, Humboldt County Tax Collector. By: Sue Johnson, Deputy

JOB NO. 9633 FIDELITY FILE NO. 191366

OWNER'S CONSENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being a party having a record title interest in the real property being subdivided by this map, do hereby consent to the preparation and recordation of this map, and to the dedication of the easements for the purposes as shown thereon, and the dedication of Parcels A, B, C, D, E, F, and G.

Dated this 3 day of September 1998. Gregory W. Terry

Dated this 3 day of September 1998. Kate P. Carmer

ACKNOWLEDGEMENT

STATE OF CALIFORNIA COUNTY OF HUMBOLDT } SS

ON 9-3-98, BEFORE ME, Danielle Simon, Notary Public, PERSONALLY APPEARED Gregory W Terry + Kate P. Carmer

PERSONALLY KNOWN TO ME -OR- I 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.

WITNESS MY HAND AND OFFICIAL SEAL.

Danielle Simon, SIGNATURE OF NOTARY, Humboldt COUNTY, 1/18/02 EXP. DATE

CLERK OF THE BOARD STATEMENT

I, Lora Conzeneri, Clerk of the Board of Supervisors of the County of Humboldt, State of California, hereby certify that the said Board of Supervisors, at a meeting held on December 15, 1998, at which quorum was present, approved the subdivision map, and rejected Parcels A and B for road purposes, and accepted on behalf of the Public Utility Districts or Companies, the easements denoted hereon as Parcels A, B, C, D, and E offered for dedication for the uses set forth on this subdivision map in conformity with the terms of the dedication.

Dated December 15, 1998. Signed Lora Conzeneri

DEDICATION NOTES

PARCEL 'A' -CONNICK CREEK ROAD- IS AN EASEMENT 50 FEET WIDE, AND AS SHOWN ON SHEET 3 HEREIN, OVER LOTS 2, 3, 5, 6, AND 8, IRREVOCABLY OFFERED FOR DEDICATION TO THE COUNTY OF HUMBOLDT FOR PUBLIC ROADWAY AND UTILITY PURPOSES, AND ALL PURPOSES INCIDENTAL THERETO. SINCE PARCEL 'A' IS BEING REJECTED FOR DEDICATION TO THE COUNTY AT THIS TIME FOR ROAD PURPOSES, IT IS ALSO CREATED BY THIS MAP FOR INGRESS, EGRESS, PUBLIC UTILITY PURPOSES AND ALL INCIDENTALS THERETO FOR THE BENEFIT OF ALL LOTS AND PARCELS CREATED BY THIS MAP.

PARCEL 'B' -CONNICK CREEK ROAD- IS AN EASEMENT 50 FEET WIDE OVER LOT 4, AS SHOWN ON SHEET 3 HEREIN, IRREVOCABLY OFFERED FOR DEDICATION TO THE COUNTY OF HUMBOLDT FOR PUBLIC ROADWAY AND UTILITY PURPOSES, AND ALL PURPOSES INCIDENTAL THERETO. SINCE PARCEL 'B' IS BEING REJECTED FOR DEDICATION TO THE COUNTY AT THIS TIME FOR ROAD PURPOSES, IT IS ALSO DEDICATED FOR USE OF PRIVATE-OWNED PUBLIC UTILITY COMPANIES OR PUBLIC UTILITY DISTRICTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC FACILITIES.

PARCEL 'C' -KADIN WAY- IS AN EASEMENT 40 FEET WIDE OVER THOSE PORTIONS OF LOTS 6, 7 AND 8 AS SHOWN ON SHEET 3 HEREIN, FOR ACCESS AND PUBLIC UTILITY PURPOSES IN FAVOR OF LOTS 6, 7 AND 8, AND ALSO DEDICATED FOR USE OF PRIVATE-OWNED PUBLIC UTILITY COMPANIES OR PUBLIC UTILITY DISTRICTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES.

PARCEL 'D' IS AN EASEMENT 40 FEET WIDE, OVER THE PORTION OF LOT 2 AS SHOWN ON SHEET 3 HEREIN, FOR ACCESS AND PUBLIC UTILITIES IN FAVOR OF LOT 1, AND IS ALSO DEDICATED FOR THE USE OF PRIVATELY-OWNED PUBLIC UTILITY COMPANIES OR PUBLIC UTILITY DISTRICTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES.

PARCEL 'E' IS AN EASEMENT 40 FEET WIDE OVER THE PORTION OF LOT 7 AS SHOWN ON SHEET 3 HEREIN, DEDICATED FOR THE USE OF PRIVATELY OWNED PUBLIC UTILITY COMPANIES OR PUBLIC UTILITY DISTRICTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES.

PARCEL 'F' IS AN EASEMENT 20 FEET WIDE AND AS SHOWN ON SHEET 3 HEREIN, OVER PORTIONS OF LOT 3 FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITY FACILITIES IN FAVOR OF LOTS 1 THROUGH 8.

PARCEL 'G' IS AN EASEMENT 50 FEET WIDE AS SHOWN ON SHEET 3 HEREIN, OVER PORTIONS OF LOT 4 FOR THE INSTALLATION AND MAINTENANCE OF WATER UTILITY FACILITIES IN FAVOR OF LOTS 1 THROUGH 8.

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey that is true and complete as shown and is in conformance with the requirements of Section 66410 of the Government Code at the request of Gregory W. Terry in November, 1997. I hereby state that it conforms to the approved Tentative Map and the conditions of approval thereof, and that all provisions of applicable State Law and local ordinances have been complied with. I also state that all monuments are found, set, and occupy the positions indicated and are sufficient to enable the survey to be retraced.



Jon D. Forsyth, P.L.S. 5904 License Exp. 12-30-00

COUNTY SURVEYOR'S STATEMENT

This map has been examined this 8th day of December, 1998, for conformance with the requirements of Section 66410 of the Government Code. The subdivision as shown is substantially the same as it appeared on the tentative map, and any approved alterations thereof. I hereby certify that all provisions of the Subdivision Map Act and any local ordinances applicable have been complied with, and the accompanying map is technically correct.

Allen M. Campbell, COUNTY SURVEYOR



BY DAVID J. RYAN, DEPUTY, License No. 6212 License Expires 3/31/02

COUNTY RECORDER'S STATEMENT

Filed this 17th day of December 1998, at 10:00 AM, in Book 22 of Maps, at Pages 59, 60, and 61, Humboldt County Records, at the request of Jon D. Forsyth.

Doc. No. 1998-62657-3 CAROLYN CRNICH COUNTY RECORDER, HUMBOLDT COUNTY. Fee: \$ 13.00 BY K. Julio Deputy

NOTICE OF DEVELOPMENT PLAN & SOILS REPORT

A Development Plan and Soils Report for Lots 1 thru 8 are on file with the Humboldt County Planning Department under File No. APN 222-156-07 FM 08-42.

PRIVATE LANE NOTE

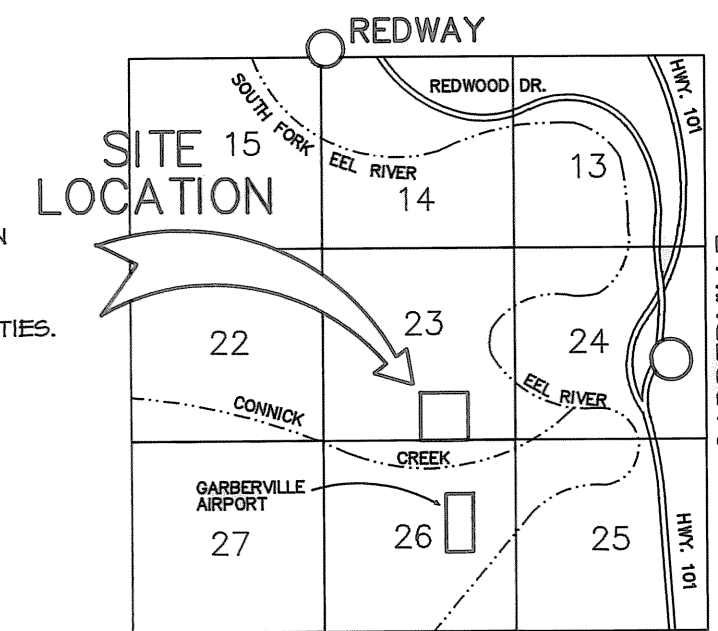
If the private lane or lanes shown on this plan of subdivision, or any part hereof, are to be accepted by the County for the benefit of the lot owners on such lane rather than the benefit of the County generally, such private lane or lanes or parts thereof shall first be improved at the sole cost of the affected lot owner or owners, so as to comply with the specifications as contained in the then applicable subdivision regulations relating to public streets.

TRACT NO. 498 CONNICK CREEK SUBDIVISION IN THE SOUTH HALF OF SECTION 23, T4S, R3E, H.B. & M. IN AN UNINCORPORATED AREA OF HUMBOLDT COUNTY STATE OF CALIFORNIA BEING

A SUBDIVISION OF THAT REAL PROPERTY AS CONVEYED BY DEED TO GREGORY W. TERRY AND KATE P. CARMER RECORDED NOVEMBER 6, 1990, AS DOC. NO. 1990-27131-6, HCR, AND LOT LINE ADJUSTMENT WITH 1728 O.R. 46-80, HCR

PREPARED BY JON D. FORSYTH, P.L.S. 5904 FORSYTH ENGINEERING & SURVEYING BOX 767 ARCATA, CALIFORNIA 95518 A.P. 222-156-07 NOVEMBER 1997

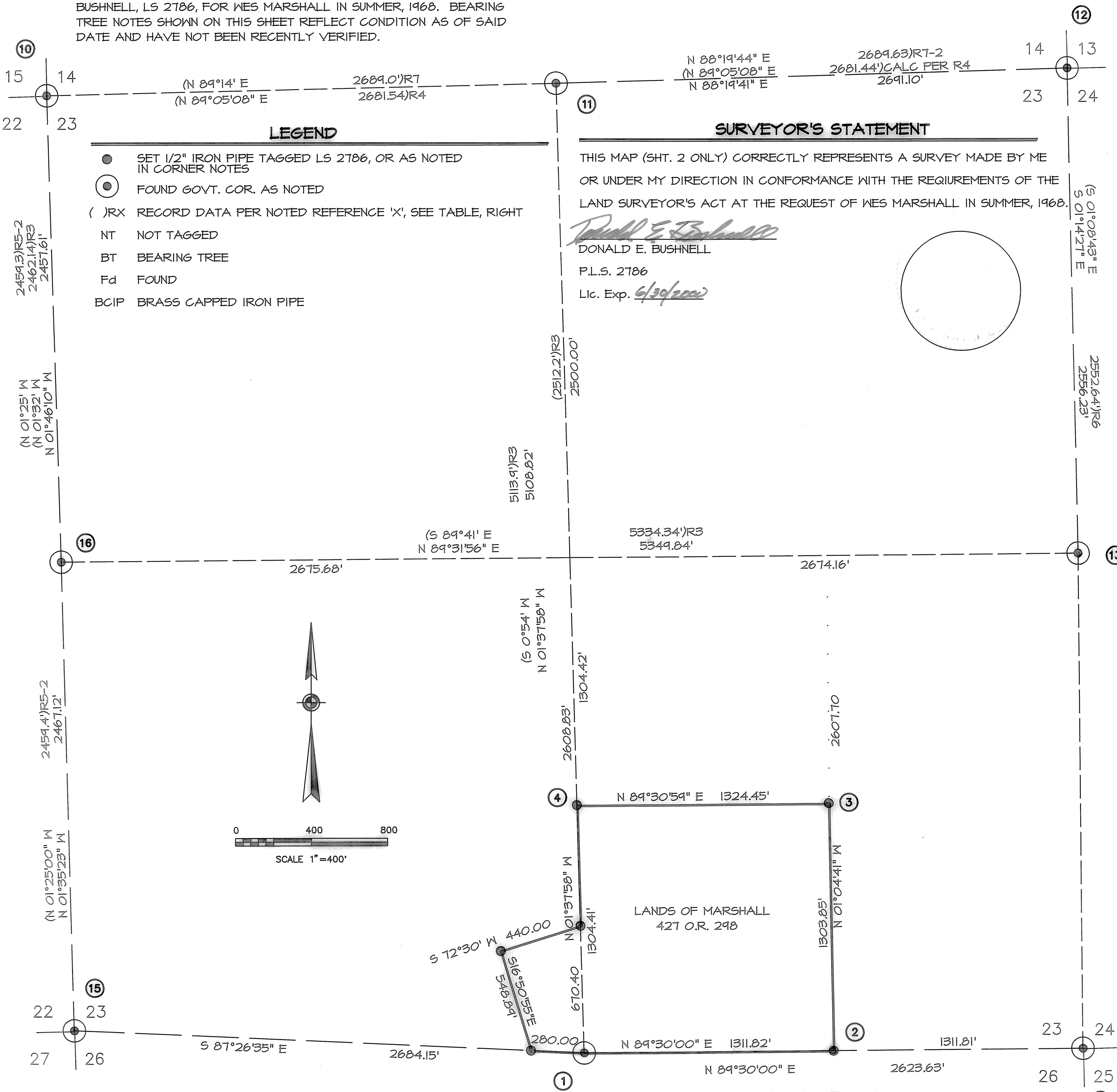
SHEET 1 OF 3 SHEETS



T. 4 S., R. 3 E., H.M. LOCATION MAP NTS

NOTE

THIS SHEET IS TO MAKE OF RECORD THIS SURVEY BY DONALD E. BUSHNELL, LS 2786, FOR WES MARSHALL IN SUMMER, 1968. BEARING TREE NOTES SHOWN ON THIS SHEET REFLECT CONDITION AS OF SAID DATE AND HAVE NOT BEEN RECENTLY VERIFIED.



- LEGEND**
- SET 1/2" IRON PIPE TAGGED LS 2786, OR AS NOTED IN CORNER NOTES
 - FOUND GOV'T. COR. AS NOTED
 - ()RX RECORD DATA PER NOTED REFERENCE 'X', SEE TABLE, RIGHT
 - NT NOT TAGGED
 - BT BEARING TREE
 - Fd FOUND
 - BCIP BRASS CAPPED IRON PIPE

SURVEYOR'S STATEMENT

THIS MAP (SHT. 2 ONLY) CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYOR'S ACT AT THE REQUEST OF WES MARSHALL IN SUMMER, 1968.

Donald E. Bushnell
DONALD E. BUSHNELL
P.L.S. 2786
Lic. Exp. 6/30/2000

BASIS OF BEARINGS

BASIS OF BEARINGS IS N 89°30'00" E, 2,623.63 FT BETWEEN NOTED FOUND MONUMENTS 1 & 14 ALONG THE SOUTH LINE OF SECTION 23, AS SHOWN PER R2.

CORNER NOTES

- ① Fd 1/2" IP, NT, 3' S of E-W fence in open grassy clearing. Accepted as 1/4 Cor. 28/26 per R3. BT's are: 10" Pepperwood bears N 10 3/4° E, 29.3' scribed 'HK'; 1 scribed & tagged a 16" Fir bearing N 29 1/2° W, 64.5' (bark scribe). See R2.
- ② Set 1/2" Iron Pipe w/ plastic plug LS 2786. BT's: 16" Madrone bears S 81° E, 4.3'; 12" Fir bears N 54° W, 39.0'. N-S, E-W fence corner bears S 14 1/2° E, 19.5'.
- ③ Set 1/2" IP w/ plastic plug LS 2786 in open ground, 18' W of N-S Fence. 1 scribed and tagged: 16" Madrone bearing S 3 1/2° W, 80.6' and 28" Black Oak bearing S 83° E, 105.6'.
- ④ Set 1/2" IP tagged LS 2786. 1 scribed and tagged BT's: 16" Madrone bearing S 81° E, 4.3' and 12" Fir bearing N 54° W, 39.0'.
- ⑤ Fd BCIP by RE 1754 for 15-14-22-23 per note 19 of R4. Fd BT: 6" Tan Oak bears S 68° W, 12.0' per R4.
- ⑥ Fd BCIP by RE 1754 at E edge of N-S skid trail. BT's: 36" double Redwood bears N 32° W, 18.6', (completely healed); 36" Fir stump bears S 32° W, 29.6', (bark scribe). See R3 & note 21, R4.
- ⑦ Fd BCIP by RE 1754 in E-W fence on gentle N slope. BT's: 30" Madrone bears S 44 1/2° W, 39.0', w/ chopped-out face + original scribe marks; 26" Fir stump bears S 66 1/2° W, 36.6'; 16" Fir bears N 49 1/2° W, 10.0'; 28" Fir bears N 30° E, 15.0' (dead and down). See note 18, R4 and GLO notes.
- ⑧ Fd 1/2 in. IP, NT, per R3, placed yellow plastic plug LS 2786. Fd in N-S fence line w/ 3 X 3 scribed Redwood post alongside.
- ⑨ Set 1/2" IP, LS 2786 with BT's per Note 5 of R2.
- ⑩ Fd BCIP by RE 1754 and BT's as described in R5 and R2.
- ⑪ Fd BCIP by RE 1754 and BT's per R5-2.

BT's measured to face, typ.

REFERENCES

REF. NO.	DESCRIPTION	REFERENCE	DATE
	BY	FOR	
R1	BUSHNELL	MARSHALL	UNRECORDED 8/68 (SEE SHEET 2 HEREIN)
R2	BUSHNELL	HEALY	5 PM 41 3/75
	BUSHNELL	BLANKENSHIP	5 PM 147 10/75
R3	KELLY	HULL	14 RS 105 4/55
R4	STIPOVICH	CONNICK	14 RS 44.5 9/54
R5	LARSON	BARNUM	11 RS 136 8/47
R5-2	LARSON	BARNUM	11 RS 137 9/47
R6	WHITE	MARSHALL	22 RS 37 12/65
R7	ANDREWS	HULL & ZIGANTI	52 RS 4 9/90
R7-2	ANDREWS	HULL & ZIGANTI	52 RS 5 9/90
R8	H.KELLY	MARSHALL	14 RS 128 8/55
R9	TERRY / CARMER DEED	1990 O.R. 27131-6	11/90

TRACT NO. 498
CONNICK CREEK SUBDIVISION

IN THE
SOUTH HALF OF SECTION 23, T4S, R3E, H.B. & M.
IN AN UNINCORPORATED AREA OF HUMBOLDT COUNTY
STATE OF CALIFORNIA

BEING
A SUBDIVISION OF THAT REAL PROPERTY
AS CONVEYED BY DEED TO GREGORY W. TERRY AND
KATE P. CARMER RECORDED NOVEMBER 6, 1990,
AS DOC. NO. 1990-27131-6, HCR AND
LOT LINE ADJUSTMENT WITH 1728 O.R. 46-80, HCR

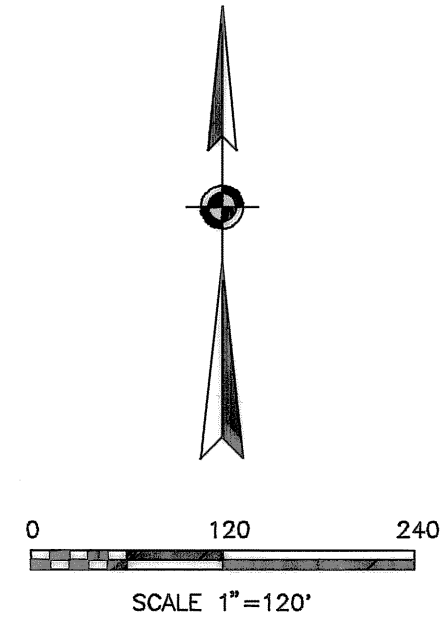
PREPARED BY
JON D. FORSYTH, P.L.S. 5904
FORSYTH ENGINEERING & SURVEYING
BOX 767 ARCATA, CALIFORNIA 95518

A.P. 222-156-07 NOVEMBER 1997

SHEET 2 OF 3 SHEETS

BASIS OF BEARINGS

BASIS OF BEARINGS IS N89°30'00"E 1311.82 FT BETWEEN
 ① & ② PER 1968 BUSHNELL SURVEY (R1) & R2.



UTILITY EASEMENT
 per "Parcel Four" of
 R4 & Note 6a), b), c), & d).

- LEGEND**
- SET 1/2" X 30" IRON PIPE WITH PLASTIC PLUG MARKED LS 5904
 - FOUND 1/2" IRON PIPE TAGGED LS 2786, PER R1 AND AS NOTED IN CORNER NOTES
 - ⊙ FOUND GOVT. COR. AS NOTED
 - () RX RECORD DATA PER NOTED REFERENCE 'X', SEE TABLE BELOW
 - LIMIT OF SUBDIVISION
 - NT NO TAG
 - Fd. FOUND
 - BT BEARING TREE

- CORNER NOTES**
- ① Found 1/2" IP, NT, 2.9' S of fence. Fd BT's intact per R1. Held as 1/4 Cor. 23/26 per R3.
 - ② Found 1/2" IP w/ remains of yellow plug and BT's per R1, 5' E to N-S fence, 2.9' S to E-W fence, near fence corner. Fd. pipe falls 0.037' N & 0.003' W of Record per R1.
 - ③ Found 1/2" IP w/ remains of yellow plug per R1, 17.6' E to N-S fence. Fd. pipe falls 0.571' S & 0.217' W of Record per R1.
 - ④ Found 1/2" IP w/ Brass Tag LS 2786, per R1. A 24 in. Madrone bears N 74° E, 3.9'. Fd. pipe falls 0.689' S & 0.014' W of Record per R1.
 - ⑤ Found 1/2" IP w/ Brass Tag LS 2786, in grassy slope, 10'± SW of top of bank of ravine. Fd pipe falls 0.361' S & 0.215' E of Record per R1.
 - ⑥ Found 1/2" IP w/ Brass Tag LS 2786, in grassy slope. Fd. pipe falls 0.376' S & 0.123' E of Record per R1.
 - ⑦ Found 1/2" IP w/ Brass Tag LS 2786, falls 4.8' E of NW-SE fence, 12.5' S to Fence corner. Fd. pipe falls 0.078' S & 0.109' E of Record per R1.

REFERENCES

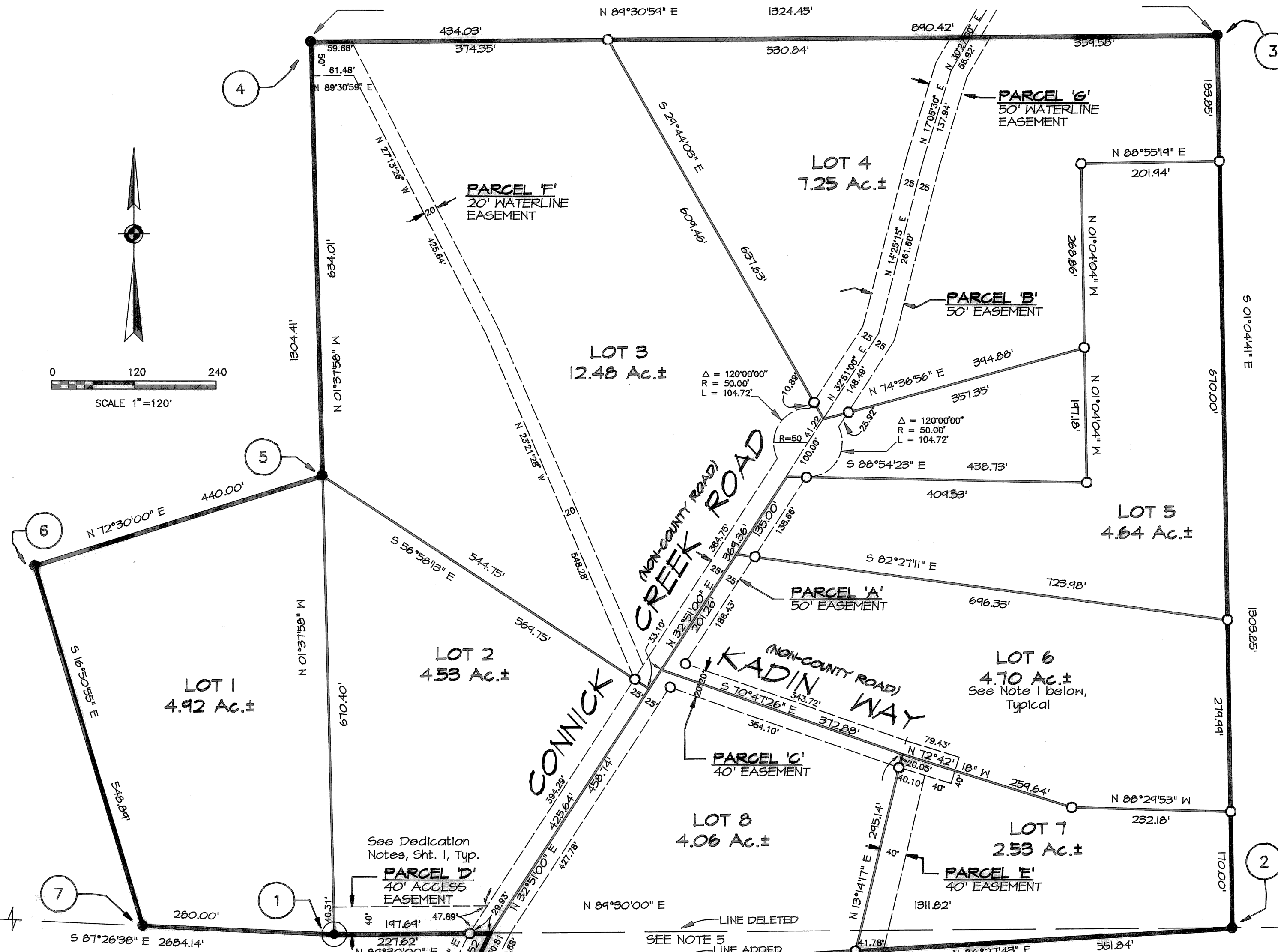
REF. NO.	DESCRIPTION	REFERENCE	DATE
R1	BUSHNELL MARSHALL	UNRECORDED	8/68
		(SEE SHEET 2 HEREIN)	
R2	BUSHNELL HEALY	5 PM 41	3/75
	BUSHNELL BLANKENSHIP	5 PM 147	10/75
R3	KELLY HULL	14 RS 105	4/55
R4	STIROVICH CONNICK	14 RS 445	9/54
R5	LARSON BARNUM	11 RS 136	8/47
R5-2	LARSON BARNUM	11 RS 137	9/47
R6	WHITE MARSHALL	22 RS 37	12/65
R7	ANDREWS HULL & ZIGANTI	52 RS 4	9/90
R7-2	ANDREWS HULL & ZIGANTI	52 RS 5	9/90
R8	H.KELLY MARSHALL	14 RS 128	8/55
R9	TERRY / CARMER DEED	1990 O.R. 27131-6	11/90

TRACT NO. 498
CONNICK CREEK SUBDIVISION
 IN THE
 SOUTH HALF OF SECTION 23, T4S, R3E, H.B. & M.
 IN AN UNINCORPORATED AREA OF HUMBOLDT COUNTY
 STATE OF CALIFORNIA

BEING
 A SUBDIVISION OF THAT REAL PROPERTY
 AS CONVEYED BY DEED TO GREGORY W. TERRY AND
 KATE P. CARMER RECORDED NOVEMBER 6, 1990,
 AS DOC. NO. 1990-27131-6, HCR, AND
 LOT LINE ADJUSTMENT WITH 1728 O.R. 46-80, HCR

PREPARED BY
 JON D. FORSYTH, P.L.S. 5904
 FORSYTH ENGINEERING & SURVEYING
 BOX 767 ARCATA, CALIFORNIA 95518
 A.P. 222-156-07 NOVEMBER 1997

SHEET 3 OF 3 SHEETS



- NOTES**
1. All distances shown are in feet and decimals thereof; all ties are at right angles or as shown. Lot areas shown are gross areas in acres, including all easements.
 2. Note Fidelity Title Co. exclusion No. 2: "The effect of the following recorded surveys... which indicate that certain section lines and corners are at variance with the U.S. Government Township Plats. Said surveys as follows: 6RS50, 8RS47, 11RS3, 11RS137, 14RS105, 15RS142, 17RS65, & 22RS37."
 3. An Overflight Easement in favor of the County of Humboldt affecting Lots 1 through 8 is being recorded concurrently with this map.

- NOTES**
4. Monuments set on the exterior boundary by this subdivision map are for interior subdivision reference. I accepted pipes at ① & ②, and held "Record" per Sheet 2 for NE & NW corners. A subsequent section breakdown may produce difference in original exterior subdivision boundary per note 2, above.
 5. A Lot Line Adjustment along the Southerly line of Lots 7 and 8 has been approved per HCPD File No. FMS-08-92/ZR-09-912/LLA-34-912. Adjoining property deed reference: 1728 O.R. 67. Said LLA is to be recorded concurrently with this map.
 6. The following easements affect the subject property:
 - a) 1728-OR-46, Grantee: Brisbin; 50 ft. wide for ingress, egress & public utilities.
 - b) 1990-OR-27131, Reserved by: Marshall; over existing road for ingress, egress, and public and private utilities.
 - c) 1990-OR-27133, Agreement for Sale.
 - d) 1991-OR-3105, Judgement granting easement. Affects a), b), & c), above.

JOB NO. 9633
 FIDELITY FILE NO. 191366

Recording Requested by
Douglas A. Ingold
After Recording return to
Douglas A. Ingold
P.O. Box 715
Garberville, CA 95542

2010-22217-9
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by LAMPORT
Rec Fee 37.00
Add Names 2.00
Clerk: MM Total: 39.00
Oct 8, 2010 at 12:26
CONFORMED COPY

**AGREEMENT BETWEEN GARBERVILLE SANITARY DISTRICT
AND PROPERTY OWNERS SERVED BY A WATERLINE CONSTRUCTED BY
CONNICK CREEK ASSOCIATION**

The parties to this agreement are the Garberville Sanitary District (District) and Gary Mason and Krista Mason, husband and wife, Young Jacobsen, Kenneth Bullock, Peter Connolly and Deborah Connolly, husband and wife, Timothy Shaskan, Wade Trabue and Ronda Trabue, husband and wife, and Donna Dae Brisbin, Trustee of the Brisbin Family trust U/T/D April 6, 1984.

The agreement is binding on and inures to the benefit of the parties and the successors of the parties.

1. On October 9, 1997 the District entered into an agreement (the Original Agreement) with an unincorporated association known as the Connick Creek Association (the Association) for the purpose of providing water to eight parcels of land within a subdivision located outside the boundaries of the District as it existed at that time. The Original Agreement was recorded in Humboldt County records on February 2, 1998 as document number 1998-2664-11 and was binding on the District, the Association and on the owners of the parcels involved.

2. Under the terms of the Original Agreement, among other things, the Association constructed, and today, owns and maintains a water line that runs between the District's terminus as described in the Original Agreement to eight separate parcels which bear Assessor parcel - numbers 222-156-014-000, 222-156-015-000, 222-156-0160-000, 222-156-017-000, 222-156-018, 222-156-019-000, 222-156-020-000 and 222-156-021-000. In addition to the eight parcels within the subdivision, one other parcel bearing Assessor Parcel number 222-156-012-000 receives District water from the facilities governed by the Original Agreement. The parties to this agreement, other than the District, are the owners of the nine parcels described in this paragraph and they now receive, or could receive, water from the District pursuant to the Original Agreement.

3. Under the terms of the Original Agreement, one meter measures the water leaving the District and entering the waterline constructed by the Association. The responsibility lies with the Association and the individual owners to agree and arrange among themselves for payment to the District for the water used. The purpose of the Present Agreement is to amend the Original Agreement so that each parcel is metered separately and each owner is personally responsible for the water used on his or her parcel and the costs associated therewith.

The parties, therefore, agree as follows:

4. The District agrees to install a meter at each individual property at a location mutually agreeable to the District and the property owner. The owners grant to the District the right of ingress and egress for the purposes of installing, inspecting, repairing, removing, replacing and reading the meters including the cost, if any, of modifying the Association line so that a meter can be installed. The District will own the meters and each property owner will be billed separately for the cost of the meter and its installation, for the water entering the owner's parcel, the owner's pro rata share of the cost of water lost through leaks in the Association waterline and for all direct and indirect costs incurred by the District pursuant to carrying out the terms of this Present Agreement and the Original Agreement including the costs of reading, inspecting, maintaining and replacing meters. The property owners acknowledge that it is the understanding and intent of the parties that all costs incurred by the District in relation to providing water service to the properties will be passed on to the property owners.

5. The District is not responsible for inspecting, maintaining or repairing the Association waterline or the line from the individual meter onto the individual property. The property owners are responsible for the Association line, and the individual property owner is responsible for the individual line from the meter on to his or her own property. With the intent of reducing water waste, the District reserves the right to terminate service to an individual property owner if the individual line is not adequately maintained, and to discontinue service to all property owners if the Association line is not adequately maintained and significant amounts of water are being lost. Such terminations may be made by the District after a 24 hour notice by the District to the owners of the parcel or parcels affected. The District may hand-deliver the notice to the property owner, send it by mail or post it at the meter of the affected property. Each property owner is responsible for providing and maintaining a current address with the District.

6. By signing this agreement each property owner acknowledges that he or she has received a copy of the District's water ordinance and water rate structure. The owner agrees to be bound by all terms and conditions of these documents including the right of the District to discontinue service to any customer who fails to pay all charges billed by the District or fails to comply with any other term or condition in the ordinance or this agreement.

7. Except as modified by this agreement, the Original Agreement remains in full force and effect.

8. This agreement will be recorded in Humboldt County records and is binding on the parties, their successors and assigns. It may be amended only by a writing signed by the District or its successor and all then owners of the properties involved.

9. Of the persons who own the nine parcels, only seven intend to hook up at the present time. They are Gary Mason and Krista Mason (222-156-018-000), Kenneth Bullock (222-156-014-000), Young Jacobson (222-156-020-000), Wade Trabue and Ronda Trabue 222-156-017-000, Timothy Shaskan (222-156-021-000) and Donna Dae Brisbin, Trustee (222-156-012-000) two meters. The parties understand that only those persons actually receiving metered water will receive statements from the District and the statements will reflect not only the owner's personal water use but also their share of the District's costs and the cost of water lost in the Association line.


10. All parcels whose owners are parties to this agreement are entitled to be connected to the system when the owners choose to do so. Their service will be metered and the application fees charged will be those that are current at the time the application is made.

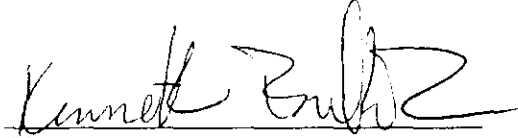
Entered into in Humboldt County, California on October 4, 2010.

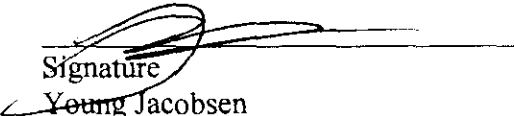
Garberville Sanitary District

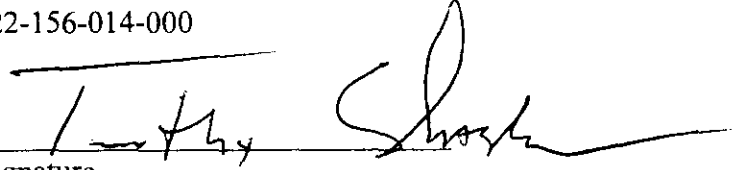
by 
P.O. Box 211, Garberville, CA 95542 by Mark Bryant, its Chief Administrative Officer

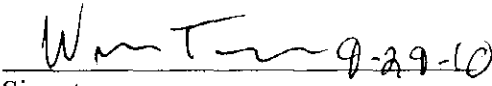
Property Owners



Signature
Donna Dae Brisbin, Trustee
222-156-012-000


Signature
Kenneth Bullock
222-156-014-000


Signature
Young Jacobsen
222-156-015, 016 and ,020-000


Signature
Timothy Shaskan
222-156-021-000


Signature
Wade Trabue
222-156-017-000


Signature
Ronda Trabue

Gary Mason

Signature
Gary Mason

222-156-018-000

Peter Connolly

Signature
Peter Connolly

222-156-019-000

Krista Mason 8-25-10

Signature
Krista Mason

Deborah Connolly 9-29-10

Signature
Deborah Connolly

ACKNOWLEDGMENT

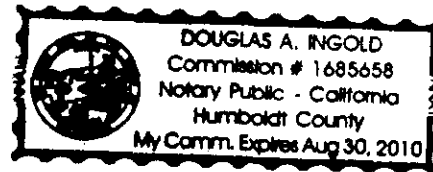
State of California
County of Humboldt

On March 25, 2010, before me, DOUGLAS A. INGOLD, Notary Public, personally appeared YOUNG JACOBSEN 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, 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 Douglas A. Ingold (Seal)



ACKNOWLEDGMENT

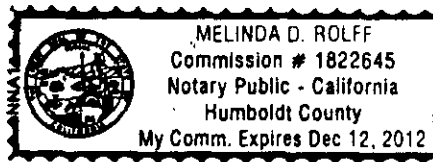
State of California
County of Humboldt

On April 5, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Timothy Shaskan 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, 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 Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

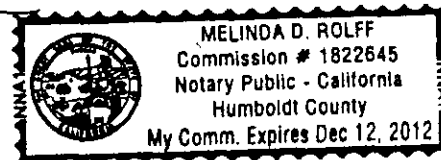
State of California
County of Humboldt

On May 25, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Kenneth Bullock 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, 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 Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

State of California
County of Humboldt

On June 11, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Donna Dae Brisbin 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, 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 Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

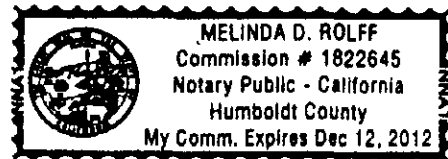
State of California
County of Humboldt

On June 22, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Peter Connolly 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, 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 Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

State of California
County of Humboldt

On July 2, 2010, before me, Melinda D. Rolff, Notary Public, personally appeared Gary Mason 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, 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 Melinda D. Rolff (Seal)



ACKNOWLEDGMENT

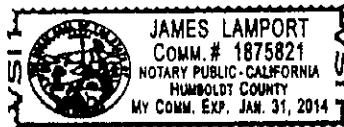
State of California
County of Humboldt

On AUGUST 25, 2010, before me, JAMES LAMPORT, Notary Public, personally appeared KRISTA MASON 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, 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 James Lamport (Seal)
JAMES LAMPORT



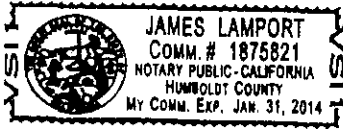
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County of Humboldt }

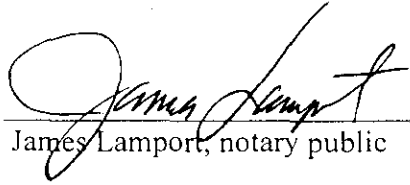
On September 29, 2010 before me, James Lamport, notary public, personally appeared
WADE TRABUE and RONDA TRABUE,
who proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
authorized capacities, and that by their signatures on the instrument the persons, or the entity on
behalf of which the persons 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.

(Seal)




James Lamport, notary public

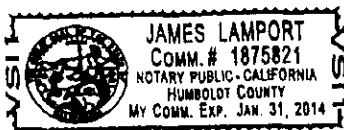
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County of Humboldt }

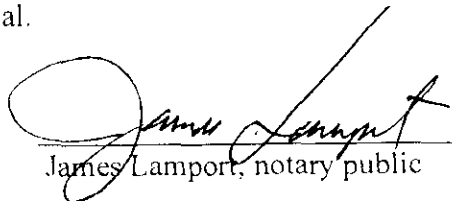
On September 29, 2010 before me, James Lamport, notary public, personally appeared
DEBORAH CONNELLY,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity, and that by her signature on the instrument the person, or the entity on
behalf of which the person 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.

(Seal)




James Lamport, notary public

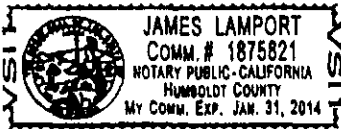
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County of Humboldt }

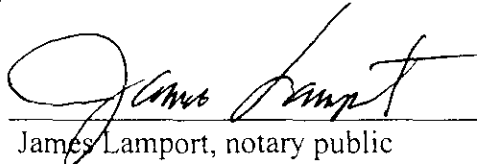
On October 4, 2010 before me, James Lamport, notary public, personally appeared
MARK BRYANT,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity on behalf
of which the person 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.

(Seal)




James Lamport, notary public

Consultant agrees with Garberville Sanitary District that:

- a. **Standard of Care.** In providing the Services under this Agreement, Consultant shall exercise that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances.
- b. **General Manager Authority.** Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized designee(s)" on behalf of the District.
- c. **Payment Intervals.** Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance of a written invoice by the District.
- d. **Permits and Licenses.** Permits and licenses required by governmental authorities in connection with Consultant's services will be obtained at Consultant's sole cost and expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- e. **Amendments and Modifications.** Any change in the scope of the consulting Services to be done, method of performance, nature of materials, work provided or price thereof, or to any other matter materially affecting the performance or nature of the Services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental Agreement executed by the District and Consultant.
- f. **Warranties** Consultant represents and warrants that the Services shall be completed in strict accordance with this Agreement. Consultant further represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the District from and against any and all claims and causes of action based on alleged or actual infringements thereof. These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the District against Consultant relating to the Services.
- g. **Termination.** The District may, at its option, terminate this Agreement without cause at any time. If at the time of any such termination, any Services that have already been provided by Consultant but are unpaid, are the District's only obligation, if Consultant is not in default, shall be to pay for such Services actually provided by Consultant prior to the date of termination. Upon receipt of notice of termination, Consultant shall immediately stop all performance hereunder except as otherwise directed by the District. Likewise, Consultant may, at its option, terminate this Agreement without cause at any time, by submitting a notice of termination to the Board or the GSD General Manager.
- h. **Headings.** All section headings are provided for convenience only, and shall not be deemed to constitute material terms and conditions of this Agreement.

- i. **Default.** Upon any default by Consultant hereunder, or in the event of proceedings by or against Consultant in bankruptcy or for the appointment of a receiver or trustee or an assignment for the benefit of creditors, the District may, at its option, terminate this Agreement without penalty or liability (except for payment for any Services completed and accepted by the District). Consultant shall be liable to the District for all expenses incurred by the District in finishing the Services and any damage incurred through any default, which at the option of the District, may be charged against any amounts due from the District to Consultant hereunder, but Consultant's liability hereunder shall not be limited thereby and such liability shall survive the expiration or termination of this Agreement. Any remedies provided for in this Agreement are cumulative and shall be in addition to, and not in limitation of, any other rights and remedies that may be available at law or in equity. Neither party shall be in default of this Agreement until such party has received three (3) days written notification (except in the instance of a health or safety concern, in which case failure to immediately remediate the health or safety violation shall be grounds to declare a default of this Agreement), and an opportunity to cure, or in the case of an alleged default which requires more than three (3) days to cure, a reasonable time so long as the alleged defaulting party commences the remediation of the default immediately, and thereafter diligently prosecutes the same to completion.

- j. **Notices.** Notices, requests, demands, and other communications hereunder shall be in writing and delivered personally, sent by reputable overnight courier or mailed by first class, United States mail, with postage prepaid, to Garberville Sanitary District, **PO Box P.O. Box 211, Garberville, CA 95542, Attention: Ralph Emerson**, and to Consultant at the address set forth below its signature, or at any other address that may be given by either party to the other in the manner provided above. Notices delivered personally or sent by overnight courier shall be deemed delivered upon receipt. Notices delivered by mail shall be deemed delivered upon the earlier of (i) receipt or (ii) the date three (3) U.S. mail delivery days after the notice was placed in the United States mail as provided above.

- k. **Interpretation.** Both Consultant and the District are deemed to have jointly participated in the negotiation and preparation of this Agreement. Consequently, both Consultant and the District are considered to have drafted this Agreement in equal parts and, if any ambiguity is found to exist, all rules of law and evidence requiring ambiguities to be interpreted to the detriment of the drafting party shall not apply.

- l. **Attorneys Fees and Venue for Disputes.** If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a result of any breach by Consultant or District of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

- M. **General Considerations.**
 - I. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- II. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- III. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- IV. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- V. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- VI. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- VII. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- VIII. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- IX. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

**CANNABIS-AGRICULTURE ORDINANCE
FOR USE WITH POTABLE WATER**

Questions:

1. Potable water for an agricultural crop
 2. Impact to distribution system
 3. Increase in water treated
 4. Increased maintenance cost
 5. Impact to neighbors and community
 6. Smell
 7. Visual observation including signage
 8. Light pollution, glare or brightness
 9. Noise
 10. Additional foot traffic
 11. Additional vehicle traffic
 12. Invites less desirable people to neighborhood
 13. Water rate for potable water used on agricultural crops
 14. Fires
 15. No water for fire department
-

ORDINANCE—RESOLUTION DISCUSSION TOPICS



GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

RESOLUTION NO. 17-?????

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT ADDING A WATER ORDINANCE ARTICLE 14, SEC 14.5 COMMERCIAL AGRICULTURAL REGULATIONS. REGULATING COMMERCIAL AGRICULTURAL BUSINESSES WITHIN DISTRICT BOUNDARIES. THIS RESOLUTION WILL ADDRESS THE COMMERCIAL AGRICULTURAL WATER RATES IN ARTICLE 15 RATES AND FEES, SEC 15.9 COMMERCIAL AGRICULTURAL WATER RATES.

WHEREAS, This ordinance addresses the impact to the District infrastructure from commercial agricultural operations that use more water than average single family users (5-20 units or 125-500gpd) and use potable water for a commercial agricultural business.

WHEREAS, Article 15 Rates and Fees Sec 15.9 will include a commercial agricultural water use rate of \$10/unit over 20 units/month or (498gpd) average

WHEREAS, A portion of the money generated from commercial agricultural water charges will be put in the capital improvement fund for infrastructure upgrades.

WHEREAS, Garberville Sanitary District is unable to provide untreated agricultural water, which requires additional time and money to be spent treating water for potable use and impacting the inadequate water distribution infrastructure.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that on this day, August 22, 2017, Garberville Sanitary District adapts a new commercial agricultural water ordinance, Article 14, Sec 14.5 and a new commercial agricultural water rate ordinance, Article 15 Rates and Fees, Sec 15.9.

1. COMMERCIAL AGRICULTURAL WATER USE REQUIREMENTS AND RATES

- a. Any person requesting potable water for a commercial agricultural business or operation will be required to submit an application at the District office. This application will include the agricultural product and amount of plants or trees to be grown. This application will be renewed annually or commercial agricultural water will be denied.
- b. This application will include the name and contact information of the owner and tenant of the property as well as the address of property and estimated gallons of water to be used daily during the growing process.
- c. The water rate will include the base rate and unit price for the area which this operation is located but will increase to the commercial agricultural rate in Article 15 Rates and fees, Sec 15.9 when water consumption exceeds 20 units per month. The rate will then be \$10/unit regardless of the area this operation is located.
- d. All commercial agricultural operations which request water will have their property inspected by the General Manager or designee, at which time the infrastructure will be evaluated to ensure that it is capable of handling the increased water volume.
- e. In the event the infrastructure is not adequate for the increased volume of water, an agreement will be made with the commercial agricultural operation to upgrade the infrastructure or work with the District to do so before the application will be approved.
- f. If an infrastructure upgrade is required but the commercial agricultural operation will not pay for or participate in upgrading the infrastructure, the application will be denied.
- g. Any commercial agricultural operation or business will be required to comply with all requirements listed below or be denied future water for the commercial agricultural business.
 1. No negative impact to neighbors
 2. No excessive pedestrian or vehicle traffic based on site visits and complaints.
 3. No excessive signage
 4. No excessive noise as determined by the District and complaints
 5. No excessive lights, glare or brightness

- 6. No negative smells determined by District and complaints
- 7. No negative impact to fire suppression capabilities
- h. Noncompliance with any of these requirements or from excessive complaints will result in your application being denied.

**PASSED, APPROVED AND ADOPTED this 22 day of August, 2017
by the following roll call vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Board Chair Person:

Linda Brodersen

Date

Clerk of Board:

Ralph Emerson, General Manager

Date

AGRICULTURAL—CANNABIS WATER USE ORDINANCE

Garberville Sanitary District has been experiencing an increase in requests for commercial cannabis endeavors and increased water usage but with the additional water demand, we find ourselves trying to supply the requested water, while meeting the potable water needs of other customers.

We do not have the infrastructure necessary to supply the water requested to meet this additional impact to our system, so I propose developing a new water ordinance to address agricultural water usage within GSD boundaries.

Possible Ordinance: 15.9 (new ordinance)

1. COMMERCIAL AGRICULTURAL WATER USE REQUIREMENTS AND RATES

- a. Any person requesting potable water for a commercial agricultural business or operation will be required to submit an application at the District office. This application will include the agricultural product and amount of plants or trees to be grown. This application will be renewed annually or commercial agricultural water will be denied.

- b. This application will include the name and contact information of the owner and tenant of the property as well as the address of property and estimated gallons of water to be used daily during the growing process.

- c. The water rate will include the base rate and unit price for the area which this operation is located but will increase to the commercial agricultural rate in Article 15 Rates and fees, Sec 15.9 when water consumption exceeds 20 units per month. The rate will then be \$10/unit regardless of the area this operation is located.

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 - 4. No excessive noise as determined by the District and complaints
 - 5. No excessive lights, glare or brightness
 - 6. No negative smells determined by District and complaints
 - 7. No negative impact to fire suppression capabilities
- h. Noncompliance with any of these requirements or from excessive complaints will result in your application being denied.

Summary of Proposed Rates – Approved by the Board of Directors on August 25, 2009

SCHEDULE OF MONTHLY WATER RATES

Meter Size	Proposed 35% Increase 9/2009	Proposed 20% Increase 7/2010	Proposed 10% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
<u>5/8" & 3/4"</u>	\$43.00	\$51.60	\$56.76	\$58.46	<u>\$60.22</u>
1"	86.00	103.20	113.52	116.93	120.43
<u>1.5"</u>	172.00	206.40	227.04	233.85	<u>240.87</u>
2"	258.00	309.60	340.56	350.78	361.30
Upper Zone Fixed Surcharge	\$5.00	\$6.00	\$6.60	\$6.80	\$7.00
Tier 1 0-5 hcf (\$/hcf)	\$0.50	\$0.60	\$0.66	\$0.68	\$0.70
Tier 2 Over 5 hcf (\$/hcf)	\$2.75	\$3.30	\$3.63	\$3.74	\$3.85
Non-Single Family Residential/Commercial (\$/hcf)	\$1.90	\$2.28	\$2.51	\$2.59	\$2.67
Upper Zone Variable Surcharge (\$/hcf)	\$0.40	\$0.48	\$0.53	\$0.54	\$0.56

SCHEDULE OF MONTHLY SINGLE FAMILY RESIDENTIAL WASTEWATER RATES

Single Family Residential	Proposed 50% Increase 9/2009	Proposed 3% Increase 7/2010	Proposed 3% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
Base Monthly Charge	\$31.09	\$32.02	\$32.98	\$33.97	\$34.99
<u>Consumption per hcf</u>	2.58	2.66	2.74	2.82	<u>2.90</u>

**SCHEDULE OF MONTHLY NON-SINGLE FAMILY
RESIDENTIAL/COMMERCIAL WASTEWATER RATES**

Non-Single Family Residential/Commercial	Proposed 50% Increase 9/2009	Proposed 3% Increase 7/2010	Proposed 3% Increase 7/2011	Proposed 3% Increase 7/2012	Proposed 3% Increase 7/2013
Base Monthly Charge	varies	varies	varies	varies	varies
Consumption Charge \$/hcf					
Low	\$1.89	\$1.95	\$2.01	\$2.07	\$2.13
Domestic	2.36	2.43	2.50	2.58	2.66
Medium	3.54	3.65	3.76	3.87	3.98
<u>High</u>	4.72	4.86	5.01	5.16	<u>5.31</u>

All non-single family water customers (multi-family, commercial, irrigation) will be billed a monthly meter charge based on meter size plus a uniform consumption charge for all water consumed.

SCHEDULE OF MONTHLY WATER RATES

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Upper Zone Variable Surcharge (\$/hcf)	\$0.40	\$0.48	\$0.53	\$0.54	\$0.56

Current Charges With 1.5" Meter

WAC15---Commercial Water Base Rate (**1.5" meter**) and Consumption: \$240.87 + (15 Units x 2.67)=\$40.05--Total=\$280.92

CSB01---Commercial Sewer Base Rate: \$184.17

CSC03---Commercial Sewer Consumption (15 Units) x \$3.59 = \$53.73

Total Monthly Charge Water and Sewer---**\$518.82**

Possible Action With 3/4" Meter

WAC15---Commercial Water Base Rate (**3/4" meter**) and Consumption: \$60.22 + (15 Units x 2.67) = \$40.05---Total= \$100.27

CSB01---Commercial Sewer Base Rate: \$2.67 x 15 units (\$40.05) + (\$79.65) Sewer Consumption= \$119.70

CSC03---Commercial Sewer Consumption 15 Units x \$5.31 = \$79.65

Total Monthly Charge-Water and Sewer---**\$299.62**

Growing Marijuana? State Will Now Regulate Water Use for Pot Cultivation



State law SB 837 will affect previously unregulated marijuana irrigation, which has dried up some streams, starved endangered fish of water and contributed to water quality problems caused by erosion, pesticides and herbicides. ([Manuel/flickr](#))

By Matt Weiser
Water Deeply July 11, 2016
[Share](#)

Within less than a year, as many as 50,000 marijuana growers in California could be required to obtain state permits for the irrigation water they consume. It is an unprecedented step aimed at preventing harm to the environment and other water users resulting from the rapid growth of marijuana cultivation in the state.

“Most of them are operating below the radar,” said Cris Carrigan, chief of enforcement at the State Water Resources Control Board. “As a result, we’ve gotten ourselves into an acute problem with streamflow and pollution associated with these activities.”

This new ability to regulate water for marijuana growing is a result of [SB 837](#), a state law signed by Gov. Jerry Brown on June 27. It's a budget trailer bill, which specifies numerous operating details of the [Medical Marijuana Regulation and Safety Act](#), signed into law on October 9, 2015. This law establishes a comprehensive system to regulate cannabis growing in California, for the first time.

It's a huge new water management effort that has never been attempted in the United States, not even among states that are already regulating marijuana cultivation.

Perhaps most remarkable of all, marijuana grower groups support the regulations.

"This community is ready to be part of the mainstream," said Hezekiah Allen, executive director of the [California Growers Association](#), a group that represents cannabis cultivators and helped draft the new legislation last year. "What we are trying to do is move people into the regulated class. Lots absolutely want that legitimacy."

The ongoing California drought brought new attention to the environmental damages caused by [unregulated marijuana growing](#). And while the amount of water it consumes is still the subject of some uncertainty and debate, there is little question that it has [compromised aquatic habitat](#) in many locations and reduced water access for some property owners with legitimate water rights.

But Carrigan says the rules do not necessarily target marijuana growers. Instead, they're meant for small agricultural irrigators growing any sort of crop. The intent, however, is to get control of unregulated marijuana irrigation, which has dried up some streams, starved endangered fish of water and contributed to water quality problems caused by erosion, pesticides and herbicides.

"It's a really significant breakthrough," said Jay Ziegler, director of external affairs and policy for [The Nature Conservancy](#) in California, which worked with CalTrout and Trout Unlimited to help shape the rule package. "I don't think it's lost on anybody that this is our largest value agricultural crop. So we're long overdue to acknowledge what are becoming increasingly overwhelming impacts of marijuana on the landscape."

The regulations are a statewide followup to [pilot programs](#) that began last year in the water board's North Coast and Central Valley regulatory regions.

The new program starts by directing the State Water Resources Control Board and Department of Fish and Wildlife to set up a task force to assess environmental damages from marijuana growing. This task force is also empowered to collect fees and penalties from growers to pay for programs to correct the damage.

Fish and Wildlife will also assess streamflow needs to sustain the environment in watersheds where marijuana is cultivated. This level of baseline flow must then be sustained at all times, and will be used to guide the issuance of water diversion permits to growers.

Some growers will be able to successfully prove that they have “riparian” water rights, meaning a right to divert water from a creek that flows on or adjacent to their land. But they will not be allowed to cut into the baseline flow that sustains wildlife.

One problem with marijuana growing is that the crop often needs water when it is least abundant: in the summer. Thus, historically, many have taken water from streams when it is most needed to sustain sensitive fish and other species that are struggling to survive long, hot summer months.

So under the new regulations, even if a grower has a verified riparian water right, they will not be allowed to divert water whenever they want. Instead, they will be directed to build water storage, such as ponds or tanks, and collect what they need for a full year when streams are flush in the winter.

For example, a relatively large grower might need 30 acre-feet (37,000 cubic meters) of water annually for his crop – enough to sustain 60 average California households for a year. Under the new rules, the water board – guided by the streamflow baseline – will likely require them to build storage for 15 acre-feet, and only draw water from that storage during the summer months.

“It’s a very unique condition specifically aimed at this industry, as a new entrant, in exercising what may be historic water rights,” Ziegler said. “What’s really unique about this is, the (water) board and DFW have the leverage of a permit that the growers need and want to separate themselves and demonstrate they are good-faith producers and stewards of the environment out there. In effect, this process applies that leverage.”

The new rules require a grower to obtain a growing permit from a new Bureau of Medical Marijuana Regulation. And they can’t get that permit unless they first certify where their water is coming from.

The state Department of Finance is authorized to provide a \$10 million loan to get the regulatory program started. This money, among other things, will allow the water board and Fish and Wildlife to hire about two dozen new employees to launch the program, conduct inspections and oversee the new permits.

The seed money will be paid back from licensing fees paid by marijuana growers. These fees will also become the source of funds to sustain the program into the future.

The water permitting process could be adopted by the water board within a year as an emergency regulation. The legislation gives the board the power to do so without the usual lengthy analysis required under the California Environmental Quality Act. But the board hasn’t yet decided, Carrigan said, whether to take that route.

It’s possible there won’t be enough water for all growers in a particular region. Some may have to try their luck with drilling a well, buying water in tanker trucks or some other means.

“Once we set the flow requirements for fish safety in the streams,” Carrigan said, “we may very well be issuing curtailment notices to riparians in those streams in the drier months. And if you don’t have a permit for storage, your straw is going to be cut off.”

This isn’t all there is to the regulatory program. A range of other state agencies will be involved in overseeing water quality, pesticide use, licensing, fee collection – even certifying regional marijuana “appellations.”

The rules don’t apply to individual patients growing medical marijuana for their own use on 100 square feet (10 sq meters) or less; or to caregivers growing for five patients or less on no more than 500 square feet.

All parties agree there may be as many as 50,000 growers who could be subject to licensing under the program. A subset of these – perhaps half – will be required to prove their water rights and possibly install water storage systems.

It’s a massive regulatory effort. For example, in the entire state of California the water board currently regulates about 40,000 water rights that have come into the system over a century. So the new program could add to that by more than half in just a year or two.

Carrigan said there’s nothing else like it in the U.S., even in Washington and Colorado, where marijuana has been a government-sanctioned crop for several years.

“What we’re hoping for is more clean water for fish at the right time,” he said. “To me, it’s amazing we have this whole underground economy and industry that’s been unregulated. And now, all of a sudden, there’s this paradigm shift.”

Allen said most marijuana growers require only a very small amount of water compared to traditional farming operations. But he acknowledged a lot of cannabis growing does take place in sensitive watersheds, and that there have been “acute” impacts on endangered species, like coastal coho salmon.

“That is something we need to take very seriously as an industry,” he said. “But it’s not true to say we’re a major factor in the statewide water shortage. I’m pretty sure the rest of the world is going to be surprised just how careful this community is with water, and how many conservation-minded agricultural practices are being used.”

This article originally appeared on [Water Deeply](#), and you can find it [here](#). For important news about the California drought, you can [sign up](#) to the Water Deeply email list.

GROW HOUSES AND THEIR EFFECT ON YOUR NEIGHBORHOOD

GROW HOUSES

And Their Effect on Your Neighborhood

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ABOUT MARIJUANA GROW HOUSE

A grow house is an indoor marijuana growing laboratory that may be inside any residential or commercial building that has been leased or bought by persons in the drug trade and turned into an indoor nursery or hydroponics operation to grow marijuana plants.

No community is immune from marijuana grow houses. They operate in virtually every county in Florida. They operate in our largest urban areas and in our smallest rural communities. The majority are found in residential neighborhoods, but grow houses have also been discovered in warehouses and commercial buildings. In large cities, police sometimes find a number of indoor grow houses in the same neighborhood — even on the same street.

Operators are becoming increasingly sophisticated. In order to prevent detection, efforts are made to make the building housing the grow house look lived in. Sometimes families live in the homes as "crop sitters"; while interior lights are placed on timers in other grow house to make it appear lived in. While some grow houses operate out of rented units, police have detected a growing trend towards owned single-detached houses where there is less likelihood of being discovered.

Grow houses range in size. They can be as small as a few plants in a one-room basement or as large as an entire barn or warehouse with more than 10,000 plants.

COMMUNITY IMPACT

Marijuana grow houses pose a significant cost and risk to public safety in the communities where we live and work. Most residential grow houses are eventually abandoned with a great deal of structural damage so; they make the street look run down. Marijuana grow houses end up being an overgrown blight on the rest of the neighborhood inviting squatter and enticing youth to commit vandalism.

Indoor marijuana grow houses require massive amounts of water and electric. In order to prevent detection, growers redirect the systems that bring these services into the house and tamper with the meters that measure consumption. The cost to cover the higher consumption of electricity and water is passed along to all consumers. Diverting electricity and tampering with electrical wiring can lead to house fires. The use of extra exhaust fans in the grow house can accelerate the fire increasing the hazard. This hazard extends to surrounding homes in the neighborhood. In some jurisdictions, one in eight emergency calls reporting a fire involves a grow house.

The re-venting of the air conditioning to circulate carbon dioxide to the marijuana plants can circulate exhaust fumes from the air conditioner back into the house. There can be a buildup of poisonous gases from the chemical nutrients used in the production of the marijuana crop. These poisonous gases are also vented outside and released into the neighborhood. The combination of solvents and sparks from the exhaust fans can cause an explosion. These illegal operations can bring criminals, weapons and violence into our neighborhoods. Growers sometimes arm themselves to protect themselves and their operation. A marijuana grow house related shooting occurred on Royal Palm Beach Boulevard last year.

DAMAGE CAUSED BY GROW HOUSES

Indoor or hydroponic marijuana growers make a number of "modifications" to the property. These renovations have the potential to cause defects to the structure housing of the grow operation. Repairs can cost several thousand dollars, and in extreme cases, the house has to be completely torn down.

Large amounts of water are required to grow a marijuana crop. This may require modifications to the drain system. The large amounts of moisture required to grow indoors can generate a considerable amount of mold and spores. There are a number of noxious gases that develop in the process. It's also not unusual to find that pesticides have been used on the crops. Toxic

contaminants can remain in the air even after a grow house has been vacated. Exposure to indoor mold has been associated with exacerbation of asthma in mold sensitive people, and with increased upper respiratory disease.

An enormous amount of power is required to run a marijuana grow house. Non code wiring is connected up to the power source for the house, drawing far more power than a transformer is intended to provide. The lines are often bypassed the power meter to prevent the police and electric companies from identifying the dwelling as a unusually high consumer of electricity.

Uncovered electrical wires outside the house near the power meter are capable of killing someone who accidentally steps on them. Operators are generally not concerned with meeting electrical standards, and improperly connected cables create fire hazards. Heavy power usage wears out the transformers prematurely, which can result in fires months or years down the road. The foundation is often compromised in some way so that the electric can be hooked up behind the meter. Wiring and lighting are modified, overloading electrical systems and making the houses hazardous to entire neighborhoods. Power surges or outages can damage neighbors' electrical devices.

These damages are of concern to the insurance industry. Insurance companies take the view that illegal acts should not result in a damage payment or policy coverage. Many insurance companies have policy clauses that will not cover this type of damage. Persons renting properties need to be aware of what is happening in their units in order to protect their assets.

IDENTIFYING A FORMER GROW HOUSE

Never assume the location is too bizarre or inconvenient to be a grow house. Police have found grow houses in new housing developments, in large and small homes, and attics, in high-rise apartments and warehouses. Marijuana grow houses have even been discovered in vehicles like tractor-trailers, campers, motor homes and even railroad cars.

Police have noted an increasing sophistication in illegal operations. Grow houses often require extensive cleanup and repair. It is possible that these repairs were never made and the real damage is hidden.

Limit marijuana grows in residential areas

House Bill 1220 would allow only 16 plants per house

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Denver Post file
Marijuana plants.

By The Denver Post Editorial Board |

PUBLISHED: March 10, 2017 at 1:35 pm | UPDATED: March 13, 2017 at 9:36 am

Of the 28 states that have legalized marijuana for adults or patients, 12 ban home cultivation and no other state allows people to grow more than 16 plants in their homes.

There is no true limit in Colorado.

A medical marijuana patient can get a doctor's permission to grow as many as 99 plants. A caregiver can grow the plants for numerous patients in their own homes with no hard limit.

On the recreational side, the Constitution promises individuals can grow no more than six marijuana plants with three or fewer being mature, flowering plants. But a house with five roommates expands that to 30 plants in a house, and some stretch the law even further and co-op their plants into mega-grows.

Colorado should not tolerate this behavior.

Lawmakers should pass House Bill 1220, which would [limit grows in residential areas](#) to 16 plants per house regardless of how many people live in the house or what their medical marijuana plant count is.

The bill is the latest effort to crack down on the least regulated aspect of legal marijuana in Colorado, and it's long overdue. In 2015 lawmakers required caregivers to register with the state. That took full effect in January and should help crack down on those who pose as caregivers to grow marijuana outside of the regulated industry permitted to grow for commercial purposes.

But additional loopholes remain.

These large marijuana grows can hurt neighborhoods. Personal use or medical supply grows are mostly smelly inconveniences to neighborhoods.

But those marijuana plants cultivated for illegal distribution can bring with them a criminal element.

Sheriffs Bill Elder and Kirk Taylor testified in the first committee hearing on HB 1220 about the impacts unlicensed and unregulated marijuana grows have had on their communities, El Paso and Pueblo counties, respectively.

Elder estimates El Paso County has more than 40 unlicensed grows right now that have over 200 plants and over 100 grows with more than 100 plants. He said there's no way for his deputies to know if a grow is a legitimate co-op for medical marijuana patients or one of the many illegal networks of growers who ship pot out of state for profit.

That's not what voters signed up for when they agreed to legalize marijuana.

Lawmakers need to clean up this mess, and HB 1220 is a good step. The bill also includes important protections for medical marijuana patients who have legitimate reasons to grow many plants. Those patients can apply for an exception from their local government to grow more than 16 plants or they can find an industrial or agricultural site to grow in.

That seems fair to us.

The bipartisan authors of the bill — Rep. KC Becker, D-Boulder, and Rep. Cole Wist, R-Centennial — have crafted a smart compromise bill that avoids shutting down home grows altogether. Gov. John Hickenlooper in November called the gray market a “clear and present danger” and asked lawmakers to help him close down the loopholes. We hope they do so this session.

Regulation of Colorado’s marijuana experiment is an ongoing process, and this certainly won’t be the last time lawmakers tackle home grows. But this is an important and immediate step that can help law enforcement locate illegal grows and shut them down.

Longmont's City Council will hold a Tuesday night public hearing on an ordinance that would regulate and limit the growing of marijuana inside homes for residents' medical or recreational use.

The council's consideration of the residential home-grow ordinance and the sewer and water tap agreements for the marijuana cultivation business come amid continuing uncertainty about how rigorously [U.S. Attorney General Jeff Sessions](#) will enforce federal anti-marijuana laws in states like Colorado, whose laws permit the medical or recreational use of marijuana and marijuana-infused products.

The ordinance up for public hearing and final council approval on Tuesday — a measure that would generally set a six-plants-per-adult limit for growing marijuana inside a Longmont residence, up to a maximum of 30 plants if there are five or more adults living in that dwelling unit — got preliminary council OK on Feb. 28.

Longmont's new limits would differ from a bill pending in the Legislature that would write separate home-grow caps into state law. That House Bill 17-1220, whose primary sponsors include House Majority Leader KC Becker, D-Boulder, would [limit home-grown marijuana to 16 plants per residential unit](#), although it would allow cities and counties to authorize more.

Becker's bill, which she has said would address a problem of [criminal enterprises engaging in industrial-size growing operations](#) and selling or distributing the marijuana illegally, was approved in a 55-10 Colorado House vote on March 13.

Zoning serves to protect residential areas from incompatible land uses. Given that, a cannabis land use ordinance approved by the Sonoma County Planning Commission and slated to be discussed by the Board of Supervisors on Tuesday deserves a failing grade.

Lucrative marijuana cultivation has long been associated with violence, as documented by periodic murder stories in our local newspapers. Pot farmers increasingly obscure their identities by using deeds of trust to hide ownership in a secretive and dangerous cash lifestyle. They literally build high walls and undermine rather than build a community.

Most take for granted the serene and safe sanctuaries we call home in rural residential Sonoma County. But the quality of life and property values are poised to plummet if commercial or cottage marijuana is allowed and associated criminal activity materializes.

On Tuesday, the supervisors are expected to decide the most important issues on whether rural residential neighborhoods are suitable for “cottage size” commercial cannabis cultivation — 500 square feet of home cultivation and 2,500-square-foot greenhouses.

The county does not estimate the anticipated revenue from this level of commercial activity, and data are unavailable from federal or state authorities because growers are tax scofflaws. No wonder pot farmers have plenty of cash to lobby for loose regulations.

We did our own estimate to assess whether cannabis farms might attract well-armed criminals intent on stealing a valuable crop or the cash that it generates. A 2,500-square-foot greenhouse, which is bigger than many homes in Sonoma County, can generate millions of dollars of revenue annually. The San Francisco Chronicle reports that each marijuana plant is worth \$1,000 to \$9,000, depending upon the grower’s skill. Grower websites suggest indoor densities of one plant per square foot with up to five crops annually. Using conservative inputs of \$1,500 per plant, 1,000 plants per greenhouse and just one crop, \$1.5 million is generated. Any reasonable inputs suggest a gusher of cash.

The expedited process has surprised many of our neighbors. The background materials omit any studies of the effects on neighborhoods when commercial marijuana is grown. No one has analyzed how much work force housing is being lost to marijuana production. Without a full environmental impact report addressing such issues, the ordinance is challengeable under the California Environmental Quality Act.

Many believe that marijuana prices will fall with legalization, which has happened to some degree in Colorado. Over the long run, prices may become so low that the motivation for theft or even commercial production may vanish, but as the economist John Maynard Keynes famously wrote, “Over the long run we are all dead.”

Right now rural residents are terrified about having a grow house pop up next door, and what may happen “eventually” is irrelevant to our lives.

Commercial and cottage marijuana operations are incompatible with neighborhoods. The proposed ordinance requires setbacks for “sensitive use” areas (schools,

childcare centers, alcohol and drug treatment facilities, parks), but our eclectic neighborhoods include families with in-home childcare, home schools, school bus stops, the elderly in the twilight of their lives and the disabled. These too are sensitive use areas where all rural residents should feel nurtured and protected. These considerations highlight the incompatibility of commercial and cottage marijuana operations with rural residential neighborhoods where there are no positive outcomes for residents.

We urge the supervisors to oppose allowing commercial and cottage cannabis operations in rural residential areas. The county could adopt a moratorium such as the cities of Sonoma, Windsor and Healdsburg have. Why not slow down and let Mendocino, Trinity and Humboldt counties be guinea pigs for this dangerous experiment foisted on rural residents? Please contact your supervisor.

Most Popular Stories

ORDINANCE NO. _____

A BILL

FOR AN ORDINANCE AMENDING CHAPTER 22 OF THE CITY CODE THE CITY OF AURORA, COLORADO, BY ADDING A SECTION 22-573 REGULATING THE GROWING OF MEDICAL MARIJUANA

WHEREAS, the Article XVIII, Section 14 of the Colorado Constitution allows for the use and possession of medical marijuana by patients suffering from a chronic or debilitating disease or medical condition and the possession of medical marijuana by a primary caregiver who has significant responsibility for managing the well-being of a patient; and

WHEREAS, the legislature for the State of Colorado approved House Bill 10-1284 (“H.B. 1284”) and the Governor has signed that bill, amending Colorado Revised Statutes, to add Section 12-43.3-101 et. seq., and amending Section 25-1.5-106; and

WHEREAS, the Colorado Constitution and H.B. 1284 fail to address local regulation of the growing of medical marijuana in residential areas, which the City Council has found to be a substantial and important issue implicating health, welfare and safety concerns within the City of Aurora; and

WHEREAS, the density and close proximity of housing units can affect the health, safety and welfare concerns of neighboring units, the City Council finds that differentiating space requirements for the growing of medical marijuana is necessary; and

WHEREAS, the City of Aurora is a home-rule Municipal corporation created and organized pursuant to Article 20 of the Colorado Constitution and the Charter of the City of Aurora; and

WHEREAS, Section 29-20-201 et. seq. of the Colorado Revised Statutes grants home rule municipalities the authority to plan for and regulate the planned and orderly use of land on the basis of the impact thereof on the community; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. That the City Code of the City of Aurora, Colorado, is hereby amended by adding a section, to be numbered 22-573, which section reads as follows:

SECTION 22-573. GROWING MEDICAL MARIJUANA.

I. THE CULTIVATION, PRODUCTION, OR POSSESSION OF MARIJUANA PLANTS FOR MEDICAL USE BY A PATIENT OR PRIMARY CAREGIVER AS SUCH TERMS ARE DEFINED BY ARTICLE XVIII, SECTION 14 OF THE COLORADO CONSTITUTION, SHALL BE ALLOWED IN RESIDENTIAL STRUCTURES SUBJECT TO THE FOLLOWING CONDITIONS:

(A) SUCH CULTIVATION, PRODUCTION, OR POSSESSION OF MARIJUANA PLANTS MUST BE IN FULL COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF ARTICLE XVIII, SECTION 14 OF THE COLORADO CONSTITUTION, THE COLORADO MEDICAL MARIJUANA CODE, C.R.S. §§12-43.3-101 ET SEQ., AND THE MEDICAL MARIJUANA PROGRAM, C.R.S. §25-1.5-106; AND

(B) SUCH MARIJUANA PLANTS ARE CULTIVATED, PRODUCED, OR POSSESSED WITHIN A LICENSED PATIENT'S OR REGISTERED CAREGIVER'S PRIMARY RESIDENCE, AS DEFINED BY PARAGRAPH (H) BELOW; AND

(C) THE CULTIVATION, PRODUCTION, OR POSSESSION OF SUCH MARIJUANA PLANTS MUST NOT BE PERCEPTIBLE FROM THE EXTERIOR OF THE PRIMARY RESIDENCE, INCLUDING BUT NOT LIMITED TO:

(1) COMMON VISUAL OBSERVATION, WHICH WOULD PROHIBIT ANY FORM OF SIGNAGE;

(2) UNUSUAL ODORS, SMELLS, FRAGRANCES, OR OTHER OLFACTORY STIMULUS;

(3) LIGHT POLLUTION, GLARE, OR BRIGHTNESS THAT DISTURBS THE REPOSE OF ANOTHER;

(4) UNDUE VEHICULAR OR FOOT TRAFFIC, INCLUDING EXCESS PARKING WITHIN THE RESIDENTIAL ZONE; AND

(5) NOISE FROM FANS IN EXCESS OF AURORA CITY CODE, SECTION 146-1802.

(D) SUCH MARIJUANA PLANTS SHALL NOT BE GROWN OR PROCESSED IN THE COMMON AREAS OF A MULTI-FAMILY OR ATTACHED RESIDENTIAL DEVELOPMENT; AND

(E) SUCH MARIJUANA PLANTS ARE USED EXCLUSIVELY BY A LICENSED PATIENT FOR THE PATIENT'S PERSONAL USE AND SOLELY TO ADDRESS A DEBILITATING MEDICAL CONDITION; AND

(F) SUCH CULTIVATION, PRODUCTION, OR POSSESSION OF MARIJUANA PLANTS SHALL BE LIMITED TO THE FOLLOWING SPACE LIMITATIONS WITHIN A PRIMARY RESIDENCE:

1) WITHIN A SINGLE-FAMILY DWELLING UNIT (GROUP R-3 AS DEFINED BY THE INTERNATIONAL BUILDING CODE, AS ADOPTED IN CHAPTER 22, SECTION 131): A SECURE, DEFINED, CONTIGUOUS 150 SQUARE FOOT AREA WITHIN THE PRIMARY RESIDENCE OF THE LICENSED PATIENT OR REGISTERED CAREGIVER.

2) WITHIN A MULTI-FAMILY DWELLING UNIT (GROUP R-2 AS DEFINED BY THE INTERNATIONAL BUILDING CODE, AS ADOPTED IN CHAPTER 22, SECTION 131): A SECURE, DEFINED, CONTIGUOUS 100 SQUARE FOOT AREA WITHIN THE PRIMARY RESIDENCE OF THE PATIENT OR REGISTERED CAREGIVER.

(G) SUCH CULTIVATION, PRODUCTION, OR POSSESSION OF MARIJUANA PLANTS SHALL MEET THE REQUIREMENTS OF ALL ADOPTED CITY OF AURORA BUILDING AND LIFE/SAFETY CODES.

(H) FOR PURPOSES OF THIS ORDINANCE, "PRIMARY RESIDENCE" MEANS THE PLACE THAT A PERSON, BY CUSTOM AND PRACTICE, MAKES HIS OR HER PRINCIPLE DOMICILE AND ADDRESS AND TO WHICH THE PERSON INTENDS TO RETURN, FOLLOWING ANY TEMPORARY ABSENCE, SUCH AS VACATION. RESIDENCE IS EVIDENCED BY ACTUAL DAILY PHYSICAL PRESENCE, USE, AND OCCUPANCY OF THE PRIMARY RESIDENCE AND THE USE OF THE RESIDENTIAL ADDRESS FOR DOMESTIC PURPOSES, SUCH AS, BUT NOT LIMITED TO, SLUMBER, PREPARATION OF AND PARTAKING OF MEALS, REGULAR MAIL DELIVERY, VEHICLE AND VOTER REGISTRATION, OR CREDIT, WATER, AND UTILITY BILLING. A PERSON SHALL HAVE ONLY ONE PRIMARY RESIDENCE. A PRIMARY RESIDENCE SHALL NOT INCLUDE ACCESSORY BUILDINGS.

(I) FOR PURPOSES OF THIS ORDINANCE, "A SECURE" AREA MEANS AN AREA WITHIN THE PRIMARY RESIDENCE ACCESSIBLE ONLY TO THE PATIENT OR PRIMARY CAREGIVER. SECURE PREMISES SHALL BE LOCKED OR PARTITIONED OFF TO PREVENT ACCESS BY CHILDREN, VISITORS, CASUAL PASSERSBY, VANDALS, OR ANYONE NOT LICENSED AND AUTHORIZED TO POSSESS MEDICAL MARIJUANA.

(J) IF A LICENSED PATIENT OR REGISTERED CAREGIVER RAISES QUANTITIES OF MARIJUANA REQUIRING MORE THAN THE SQUARE FOOTAGE LIMITATIONS OF PARAGRAPH (F) ABOVE, SUCH PATIENT OR CAREGIVER MUST BE IN FULL COMPLIANCE WITH THE COLORADO MEDICAL MARIJUANA PROGRAM AS PROVIDED IN C.R.S.§25-1.5-106 (14); AND

- (1) SUCH PATIENT OR CAREGIVER MAY GROW MEDICAL MARIJUANA FOR PERSONAL USE AND SOLELY TO ADDRESS A DEBILITATING MEDICAL CONDITION WITHIN THE “M-1”, “M-2”, OR “M-3” INDUSTRIAL ZONED DISTRICTS OF THE CITY; AND
- (2) SUCH PATIENT OR CAREGIVER MUST SUBMIT PLANS, OBTAIN A BUILDING PERMIT, AND PASS INSPECTIONS TO ENSURE THAT THE M-1, M-2, OR M3 PREMISES ARE IN COMPLIANCE WITH THE CITY OF AURORA’S BUILDING CODE, ELECTRICAL CODE, FIRE CODE, AND ALL OTHER RELEVANT LIFE/SAFETY CODES IN ORDER TO OBTAIN A CERTIFICATE OF OCCUPANCY FROM THE CITY OF AURORA’S BUILDING DIVISION.
- (3) SUCH PATIENT OR CAREGIVER MUST ENSURE THAT THE M-1, M-2, OR M-3 PREMISES ARE SECURE, AS DEFINED IN PARAGRAPH (1) ABOVE; HOWEVER, WITHIN THE INDUSTRIAL SETTING, SO THAT NO CHILDREN, VISITORS, PASSERSBY, VANDALS, OR ANYONE ELSE NOT LICENSED TO POSSESS MEDICAL MARIJUANA MAY ACCESS THE PREMISES.

Section 2. That pursuant to Section 5-5 of the Charter of the City of Aurora, Colorado, the second publication of this ordinance shall be by reference, utilizing the ordinance title.

INTRODUCED, READ AND ORDERED PUBLISHED this _____ day of _____, 2011.

PASSED AND ORDERED PUBLISHED this _____ day of _____, 2011.

EDWARD J. TAUER, Mayor

ATTEST:

DEBRA JOHNSON, City Clerk

APPROVED AS TO FORM: _____
 Dana Spade, Asst. City Attorney

Medical Marijuana Grows in Residential Areas

- [Report an illegal marijuana grow in a residential area.](#)

The City has adopted policies and inspection protocols for medical marijuana grows in residential areas.

The goal is to maintain neighborhood livability and prevent business-type medical marijuana grow sites in residential areas, while allowing a small number of plants for personal use.

Inspection protocols will be refined as needed to meet this balance.

Policy positions and inspection protocols

Gresham's code is more restrictive than state law to maintain neighborhood livability and prevent business-type medical marijuana grow sites in residential areas.

Policy positions

- Personal medical marijuana grows are allowed in Gresham subject to [state law](#) and the [Gresham Revised Code](#).
- Gresham allows a personal medical marijuana grow of up to six mature medical marijuana plants in a residential area. The patient receiving the marijuana must live at the residence.
- Additionally, four homegrown marijuana plants are permitted under the recreational marijuana law. Anything more is considered a non-personal grow and is not permitted in a residential area.

Inspection protocols

- The City will make an initial investigation if it receives a residential property complaint. The complaint will be kept confidential to the extent allowed by law.
- The City will educate the property owner about City code requirements if there is a reasonable belief a violation exists.
- The City may request consent for a voluntary property inspection to ensure no more than six medical marijuana plants and four recreational marijuana plants are grown in a residential area.
- If voluntary inspection is declined, the City may ask a judge for an administrative inspection warrant. A Multnomah County Circuit judge would then evaluate the evidence and decide whether to issue the warrant.
- Generally speaking, cities can enter private property for code compliance matters when the property is open to the public, after consent, or with a warrant issued by a judge.

Gresham does not regulate the smoking of marijuana. The use of marijuana in public or the smell of burning marijuana is not a code violation. To report a crime in progress, call 911.

Senate Bill No. 837

CHAPTER 32

An act to amend Sections 27, 101, 144, 205.1, 19300, 19300.7, 19302, 19302.1, 19303, 19304, 19305, 19306, 19307, 19310, 19311, 19312, 19315, 19321, 19322, 19323, 19326, 19327, 19328, 19332, 19332.5, 19334, 19335, 19341, 19342, 19343, 19344, 19345, 19347, 19350, 19351, and 19360 of, to amend the heading of Chapter 3.5 (commencing with Section 19300) of Division 8 of, to amend and repeal Section 19320 of, to add Sections 19332.2, 19347.1, 19347.2, 19347.3, 19347.4, 19347.5, 19347.6, 19347.7, and 19347.8 to, to repeal Sections 19313 and 19318 of, to repeal Article 6 (commencing with Section 19331) of Chapter 3.5 of Division 8 of, and to repeal and add Section 19300.5 of, the Business and Professions Code, to amend Sections 2154, 2265, 5100, and 5151 of the Elections Code, to amend Sections 1602, 12025.2, and 12029 of, and to add Section 1617 to, the Fish and Game Code, to amend Section 52452 of, and to add Section 37104 to, the Food and Agricultural Code, to add Section 15283 to, and to add Chapter 6.45 (commencing with Section 30035) to Division 3 of Title 3 of, the Government Code, to amend Sections 11362.769, 11362.777, 44559.11, 50800.5, 51341, 51349, 51455, and 51622 of, to amend and renumber Sections 51344 and 51345 of, to amend and repeal Section 11362.775 of, to add Section 44559.14 to, to add Sections 50912.5 and 51511 to, to repeal Sections 51342, 51347, 51348, 51618, and 51619 of, and to add Chapter 19 (commencing with Section 50899.1) to Part 2 of Division 31 of, the Health and Safety Code, to amend Sections 12206, 17058, 18900.24, and 23610.5 of, to add and repeal Sections 17053.88.5 and 23688.5 of, and to repeal Section 31020 of, the Revenue and Taxation Code, and to amend Sections 1058.5, 1525, 1535, 1552, 1831, 1840, 1845, 1846, and 5103 of, and to add Sections 1847, 1848, and 13149 to, the Water Code, relating to state government, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor June 27, 2016. Filed with Secretary of State June 27, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

SB 837, Committee on Budget and Fiscal Review. State government.

(1) Existing law, the Medical Marijuana Regulation and Safety Act, regulates and licenses the cultivation, dispensing, distribution, manufacturing, testing, and transportation of medical cannabis through various state agencies, including, among others, the Bureau of Medical Marijuana Regulation, the Department of Food and Agriculture, and the State Department of Public Health, and authorizes the bureau to adopt rules to carry out the provisions of that act, as specified. That act requires a person to obtain both a local and state license to engage in commercial cannabis activities, except that the act authorizes, until January 1, 2018, a facility or entity that is operating in compliance with local laws to continue in operation until its application for licensure is approved or denied. That act requires the State Department of Public Health to regulate cannabis testing laboratories, as specified. That act authorizes the bureau to establish appellations of origin for marijuana grown in the state. That act establishes the Medical Marijuana Regulation Safety Act Fund and provides that moneys in the fund shall be available upon appropriation by the Legislature.

This bill would, among other things, change the name of the Medical Marijuana Regulation and Safety Act, the Bureau of Medical Marijuana Regulation, and the Medical Marijuana Regulation and Safety Act Fund to the Medical Cannabis Regulation and Safety Act, the Bureau of Medical Cannabis Regulation, and the Medical Cannabis Regulation and Safety Act Fund, and would change references to medical marijuana or marijuana to medical cannabis or cannabis, respectively. The bill would authorize licensing authorities, as defined, to adopt rules and regulations to carry out the purposes of that act and emergency regulations, as specified. The bill would add additional grounds for disciplinary action, including failure to maintain safe conditions for inspection by a licensing authority. The bill would exempt the premises or person from the above-mentioned requirement to obtain both a local and state license only if certain conditions are met, including that the applicant continues to operate in compliance with all local and state laws, except for possession of a state license. The bill would require the State Water Resources Control Board, in consultation with the Department of Fish and Wildlife, to adopt principles and guidelines for diversion and use of water for cannabis cultivation, as specified. The bill would require an applicant for a state license issued by a licensing authority to meet certain requirements, including providing proof of a bond to cover the costs of destruction of medical cannabis or medical cannabis products if necessitated by a violation of the licensing requirements. The bill would require an applicant for a license for indoor or outdoor cultivation to identify the source of water supply, as specified. The bill would authorize the Department of Food and Agriculture to establish appellations of origin for cannabis grown in the state instead of the bureau. The bill would require the bureau to regulate the laboratory testing of cannabis instead of the State Department of Public Health, as specified. The bill would authorize the State Department of Public Health to, among other things, develop standards for the manufacturing and labeling of all manufactured medical cannabis products and would require the State Department of Public Health, when it has evidence that a medical cannabis product is adulterated or misbranded, to notify the manufacturer, and authorizes the department to take certain actions.

(2) Existing law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or from depositing certain material where it may pass into any river, stream, or lake, without first notifying the Department of Fish and Wildlife of that activity, and entering into a lake or streambed alteration agreement if required by the department to protect fish and wildlife resources. Existing law exempts certain routine maintenance and operation activities from those requirements after the initial notification and agreement and exempts certain emergency activities from those notification and agreement requirements. Existing law authorizes the director of the department to establish a graduated schedule of fees to be charged to any entity subject to the notification and agreement provisions and requires any fees received to be deposited into the Fish and Game Preservation Fund. Under existing law, it is unlawful for any person to violate those notification and agreement provisions, and a person who violates them is also subject to a civil penalty of not more than \$25,000 for each violation.

Existing law, in order to facilitate the remediation and permitting of marijuana cultivation sites, requires the department to adopt regulations to enhance the fees on any entity subject to lake or streambed alteration agreement provisions for marijuana cultivation sites that require remediation. Existing law prohibits this fee schedule from exceeding the fee limits established for lake or streambed alteration agreements.

This bill would exempt an entity from the requirement to enter into a lake or streambed alteration agreement with the department for activities authorized by a license or renewed license for cannabis cultivation issued by the Department of Food and Agriculture for the term of the license or renewed license if the entity submits the written notification to the department, a copy of the license or renewed license, and the fee required for a lake or streambed alteration agreement, and the department determines certain requirements are met. If an entity receives an exemption, any failure by the entity to comply with certain requirements contained in the license would constitute a violation of the lake or streambed alteration agreement provisions. Because this violation would be a crime, this bill would impose a state-mandated local program.

This bill would also authorize the department to adopt regulations establishing the requirements and procedure for the issuance of a general agreement in a geographic area for a category or categories of activities related to cannabis cultivation that would be in lieu of an individual lake or streambed alteration agreement.

(3) Existing law, with certain exceptions, requires each person who diverts water after December 31, 1965, to file with the State Water Resources Control Board a statement of diversion and use, and to include specified information, including the purpose of the use.

Existing law requires each person or entity who holds a permit or license to appropriate water, and certain lessors of water, to pay an annual fee according to a schedule established by the board. Existing law requires a person or entity who files a certain application, registration, petition, or request to pay a fee according to a schedule established by the board. Revenues generated from these fees are deposited into the Water Rights Fund, which are available, upon appropriation, for specified purposes.

This bill would require a statement of diversion and use to also include information regarding the amount of water used, if any, for cannabis cultivation. The bill would require a person who files a statement of diversion and use with the board reporting that water was used for cannabis cultivation to pay a fee according to a fee schedule established by the board. The bill would authorize moneys in the Water Rights Fund, upon appropriation, to be expended by the board for the purposes of carrying out water diversion-related provisions of the Medical Marijuana Regulation and Safety Act.

(4) Existing law authorizes the State Water Resources Control Board to issue a cease and desist order against a person who is violating, or threatening to violate, certain requirements relating to water use.

This bill would authorize the board to issue a cease and desist order against a person who is both diverting or using water for cannabis cultivation and violating, or threatening to violate, certain licensing and water diversion-related provisions of the Medical Marijuana Regulation and Safety Act.

(5) Under existing law, a person who violates a cease and desist order may be liable in an amount not to exceed \$1,000 for each day in which the violation occurs and, for a violation occurring in a critically dry year immediately preceded by 2 or more consecutive below normal, dry, or critically dry years or during a period for which the Governor has issued a proclamation of a state of emergency based on drought conditions, may be liable in an amount not to exceed \$10,000 for each day in which the violation occurs. Existing law authorizes a person or entity in violation of a term or condition of a permit, license, certificate, or registration issued by, an order adopted by, or regulations adopted by, the state board to be civilly liable for an amount not to exceed \$500 for each day in which the violation occurs. Revenue generated from these penalties is deposited in the Water Rights Fund.

This bill would authorize a person or entity who violates certain licensing and water diversion-related provisions of the Medical Marijuana Regulation and Safety Act to be held liable in an amount not to exceed the sum of (1) \$500 for a violation plus \$250 for each additional day on which the violation continues if the person fails to correct the violation within 30 days after the board has called the violation to the attention of the person and (2) \$2,500 for each acre-foot of water diverted or used in violation of the applicable requirement. Revenue generated from these penalties would be deposited in the Water Rights Fund.

(6) Existing law requires a person who diverts 10 acre-feet of water per year or more under a permit or license to install and maintain a device or employ a method capable of measuring the rate of direct diversion, rate of collection to storage, and rate of withdrawal or release from storage, as specified, and with certain exceptions. Existing law requires the permittee or licensee to maintain a record of all diversion monitoring and the total amount of water diverted and submit these records to the state board, as prescribed. Existing law requires a person who diverts water under a registration, permit, or license to report to the state board, at least annually, certain information, including the monitoring information, if applicable.

This bill would require a person who diverts water under a registration, permit, or license to also report to the state board, at least annually, information regarding the amount of water used, if any, for cannabis cultivation.

Sec 9.5 Payment of Bills. Bills are due and payable by the 25th of each month and if not paid a \$5 late charge will be applied. Late Payment Procedures:

1-30 days Bills past due—Courtesy Call—Notify Owner

30-35 days past due—Shut Off Notice **will be hand delivered**

40 days past due---**Water will be turned off**

60 days past due—Lien on Building/Property—Small Claims

120 days past due—Turn Over to Collection Agency

A. Adjustments **of Bills**—Payment Plans

The General Manager or Designee will be the only person authorized to enter into a payment plan or **able to** make adjustments to a bill.

Approved: November 24, 2015

WATER ORDINANCE NO. 1

GARBERVILLE SANITARY DISTRICT

AN ORDINANCE ESTABLISHING RATES, RULES AND REGULATIONS FOR WATER SERVICE.

Be it ordained by the Board of Directors of the Garberville Sanitary District, Humboldt County, California, as follows:

ARTICLE 1 GENERAL RULES

Sec 1.1 Short Title. This ordinance shall be known and cited as “G.S.D. Water Code”.
Adopted 6/23/15

Sec 1.2 Words and Phrases. For the purpose of this ordinance, all words used herein shall be considered present and future as well as singular and plural.
Adopted 6/23/15

Sec 1.3 Water system. The District will furnish and operate a water system comprised of pumps, a water treatment facility, distribution system, easements, property buildings and equipment.
Adopted 6/23/15

Sec 1.4 Enforcement. If any section, subsection, sentence, clause, or phase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Sec 1.5 Pressure Conditions. All applicants for service connections or water service shall be required to accept such conditions of pressure and service as are provided by the distributing system at the location of the proposed service connection, and to hold the District harmless for any damages arising out of low pressure or high pressure conditions or interruptions in service.

Sec 1.6 Maintenance of Water Pressure/Shutting Down for Emergency Repairs. The Board shall not accept any responsibility for the maintenance of pressure, and it reserves the right to discontinue service while making emergency repairs due to natural disasters or other circumstances beyond the District’s control. Customers that are dependent upon a continuous supply should have independent emergency storage.

Sec 1.7 Tampering with District Property. No one except a district employee or representative of the Board with a district employee, shall at any time in any manner operate the curb cocks or valves, main cocks, gates or valves of the Districts’ system, or interfere with meters or their connections, street mains, or other parts of the water system.

Sec 1.8 Penalty for Violation. For the failure of the customer to comply with all or any part of this ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer’s service shall be discontinued until they have complied with the rule or regulation, rate or charge which was violated. Adopted 6/23/15

Sec 1.9 Ruling Final. All rulings of the Board shall be final.

ARTICLE 2 DEFINITIONS

Sec 2.1 Board shall mean the Board of Directors of the District.

Sec 2.2 Connection shall mean the pipeline and appurtenant facilities such as the curb stop, meter and meter box used to extend water service from a main to premises, the laying thereof and the tapping of the main. Where services are divided at the curb or property line to serve several customers, each such branch service shall be deemed a separate service.

Sec 2.3 Cost shall mean the cost of labor, material, transportation, supervision, engineering, and all other necessary overhead expenses.

Sec 2.4 Cross-Connection shall mean exposure to drinking water contamination or pollution due to the backflow or back-siphon age of contaminants or pollutants through the water service connection, including sewerage.

Adopted 6/23/15

Sec 2.5 District shall mean the Garberville Sanitary District.

Sec 2.6 Main shall mean a water line in a street, highway, alley, or easement used for public and private fire protection and for general distribution of water.

Sec 2.7 Person shall mean an individual or a company, association, co-partnership or public or private corporation.

Sec 2.8 Premises shall mean a lot or parcel of real property—commercial buildings or apartments or multiple dwellings.

Adopted 6/23/15

Sec 2.9 Private Fire Protection Service shall mean water service and facilities for building sprinkler systems, hydrants, hose reels, and other facilities installed on private property for fire protection and water available therefore.

Sec 2.10 Public Fire Protection Service shall mean the service and facilities of the entire water supply, storage, and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection.

Sec 2.11 Owner shall mean the person whose name the legal title to the property appears, by deed duly recorded in the County Recorder's office, or the person in possession of the property of buildings under claim of, or exercising acts of ownership over same for himself, or as executor, administrator, guardian, or trustee of the owner.

Adopted 6/23/15

Sec 2.12 Regular Water Service shall mean water service for normal domestic, commercial

and industrial facilities, commercial and industrial purposes on a permanent basis, and the water available therefore.

Adopted 6/23/15

Sec 2.13 Temporary Water Service shall mean water service and facilities rendered for construction work and other uses of limited duration established by the District per incident.

Sec 2.14 General Manager shall mean the person appointed by the Board to administer and enforce the rules and regulations of the District.

Adopted 6/23/15

Sec 2.15 District Engineer Shall mean the Engineer employed and acting for the Board of Directors, under the direction of the General Manager and shall be a Registered Civil Engineer.

Adopted 6/23/15

Sec 2.16 Permit shall mean any written authorization required pursuant to this or any other regulation of the District for the installation of any water works.

Sec 2.17 Applicant shall mean the person making application for a permit for a water installation and shall be the owner of premises, or his authorized agent, for which a permit is requested,.

Sec 2.18 Contractor shall mean any individual, firm, corporation, partnership, or association duly licensed by the State of California to perform the type of work to be done under the permit.

Sec 2.19 Single Family Unit A single family unit is defined to mean and refer to the place of residence for a single family.

Sec 2.20 Multiple Dwelling shall mean a building for residential purposes containing more than one kitchen or having facilities for the occupancy of more than one person or families, including but not limited to the following: hotels, motels, mobile home parks, recreational vehicle parks, apartment houses, duplex, rooming houses, boarding houses, and dormitories.

Sec 2.21 Street shall mean any public highway, road, street, avenue, alleyway, public place, public easement, or right-of-way.

Sec 2.22 Additional Definitions. For the purposes of this ordinance, additional terms shall have the meaning indicated in Chapter 1 of the most recent edition of the “Uniform Plumbing Code” adopted by the International Association of Plumbing and Mechanical Officials.

ARTICLE 3 NOTICES

Sec 3.1 Notice to Customers. Notice from the District to a customer will normally be given in writing, and either delivered or mailed to him/her at his/her last known address. Where conditions warrant and in emergencies, the District may resort to notification either by telephone or messenger.

Sec 3.2 Correspondence from Customers. A customer or their authorized representative may present correspondence to the District Board of Directors or to the District Office.

ARTICLE 4 APPLICATION FOR WATER SERVICE

Sec 4.1 Application. A property owner or his/her authorized agent **who provides authorization letter from owner** may make an application for Water Service. (See attached application form).
Adopted 7/28/15

Sec 4.2 Undertaking of Applicant. Such application will signify the customer's willingness and intention to comply with this and other ordinances or regulations relating to the water service and to make payment for water service.

Sec 4.3 Payment for Previous Service. An application will not be honored unless payment in full has been made for water service previously rendered to the applicant.

Sec 4.4 Installation Charges. New water service will require an application be filled out at the District office and a non-refundable connection fee of \$8,000 be paid before any water service is provided

Adopted 9/22/15

Sec 4.5 Installation of Service. Service installations will be made only to property within GSD boundaries. Adopted 8/25/15

Sec 4.6 Changes in Customer Equipment. Customers making any material change in the size, character, or extent of the equipment or operations utilizing water service, or whose change in operations results in a large increase in the use of water, shall immediately give the District written notice of the nature of the change and, if necessary, amend their application. Changes to existing services is also subject to but not limited to sections 2.6 and 4.4

Sec 4.7 Size and Location. The District reserves the right to determine the size of service connections and their locations with respect to the boundaries of the premises to be served.
Adopted 7/28/15

Sec 4.8 Curb Cock. Every service connection installed by the District shall be equipped with a curb cock on the inlet side of the meter. The curb cock is intended for the exclusive use of the District in controlling the water supply through the service connection pipe. If the curb cock is damaged by the consumers use to an extent requiring replacement, such replacement shall be at the customer's expense.

Sec 4.9 Service Connection. It shall be unlawful to maintain a connection excepting in conformity with the following rules:

A. Multiple service connections for single parcel are allowed under these conditions, [if approved by General Manager or designee:](#)

1. Each building under separate ownership must be provided with a separate service connection and meter. Two or more buildings under same ownership and on the same lot or parcel may be supplied through the same service connection and meter if approved by the General Manager or designee.

2. A master meter is installed at the property line.

3. Metered service connections are provided for each sub unit. or single family residence. Meters and valves will be supplied and remain property of GSD.

4. Supply line from master meter to each of the units shall be installed and maintained by owner.

5. Owner will be responsible for usage on master meter, determined by deducting each sub unit from master meter.

6. Owner will be responsible for notifying the District of any changes to property or buildings at such time the General Manager or designee will inspect property for compliance of District service connection ordinances.

7. Failure to notify the District when making improvements to the property or buildings may result in inspection costs and reimbursement of staff time, meters and construction expenses along with applicable connection fees.

B. Different Owner. A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.

C. Divided Property. When property with a service connection is divided, each parcel will have a separate service connection. Change to exiting services is also subject to but not limited to Section 2.6 and 4.4.

Adopted 03/28/2017

c. Different Owner. A service connection shall not be used to supply adjoining property of a different owner or to supply property of the same owner across a street or alley.

d. Divided Property. When property provided with a service connection is divided, each parcel will have a separate service connection. Changes to existing services is also subject to but not limited to sections 2.6 and 4.4.

Sec 4.10 Maintenance of Service Connections. The District will maintain the service line from the water main to the property line. This includes the meter, meter box, and curb stop. All pipes and fixtures extending or lying within the property line shall be installed and maintained by the owner of the property. Problems with pressure, line size etc., may be discussed with the Manager for better service by the District.

ARTICLE 5 APPLICATION FOR REGULAR WATER SERVICE WHEN MAIN EXTENSION REQUIRED

Sec 5.1 Permit Required. An applicant for a permit to connect a building to a public water supply when the property upon which such building is situated does not abut a public water supply, shall pay all fees, connection charges and furnish bonds as required by this section.

1. In the case of any water extension needed by the District to provide a service connection or connections, a sum shall be advanced to the District based upon an estimate by bid of the total cost of all labor, materials, equipment and other costs incidental to the installation, plus fifteen (15%) for general overhead, including the cost of oversizing water mains for the general benefit of the developer and water distribution system. Upon completion of construction, the amount advanced shall be adjusted to the actual cost plus fifteen percent (15%) for general overhead.
2. Extension by Applicant. A fee of the amount deemed necessary by the District to pay all engineering inspection and other costs required to insure compliance with the terms, the permit and with the rules, regulations and ordinances of the District shall be paid to the District prior to the time the permit is issued, for reviewing plans and specifications, issuing a permit and inspecting the installation of public water extension, lateral and all appurtenances. If the fee fixed by the District is in excess of the actual cost to the District, any surplus over the cost shall be refunded to the person obtaining the permit. If the fee fixed by the District is less than the actual cost to the District, the person obtaining the permit shall be liable for the excess cost to the District. Prior to the issuance of a permit, the applicant shall furnish to the District a faithful performance bond or cash in the amount of the total estimated cost of work. A surety or sureties satisfactory shall secure said bond to the District. The cash deposit or faithful performance bond shall be conditioned upon the performance of the terms and conditions of the permit and shall guarantee the correction of faulty workmanship and the replacement of defective materials for a period of one (1) year after the date of acceptance of the work.

Sec 5.2 General The District may provide all main extensions upon application for service, except as but not limited to sections 5.1,1 and 5.1,2.

Sec 5.3 Determination. If, in the opinion of the Board, the cost thereof is in excess of what it is prepared to advance or it questions the economic advantage to the District of making such advance, it shall determine the cost of such line.

Sec 5.4 Advance Cost. When the Board so determines, the applicant shall advance one half the estimated cost of the main across his street frontage, which frontage shall be not less than fifty (50) feet, provided this distance plus street intersections, if any, does not exceed one hundred (100) feet, the total cost must be deposited in advance of construction. For a corner lot, the street frontage shall be one half the sum of the total street frontage.

Sec 5.5 Reimbursement. Reimbursement to a sub divider, school district or other person for a portion of the cost of extending community waters pursuant to paragraph (1) of Section 5.1 of the Article will be as follows: Where the costs of the line extension has been paid by the

original property owner, all future property owners hooking up to the extension will share equally in the cost of extending the line. This will be in effect for a maximum period of five (5) years after the date of such extension is originally connected.

Sec 5.6 Plans, Profiles and Specifications. The application for a permit for water construction shall be accompanied by complete plans, profiles and specifications, complying with all applicable ordinances, rules and regulations of the District prepared by a Registered Civil Engineer showing all details of the proposal work based on an accurate survey of the ground. The application, together with the plans, profiles, and specifications shall be examined by the District who shall approve them as filed or require them to be modified as deemed necessary for proper installation. After examination by the District, a permit shall be issued upon payment of all connection charges, fees and furnishing of bonds as required by the District. The permit shall prescribe such terms and conditions as the District finds necessary in the public interest.

Sec 5.7 Subdivisions. The requirements of Section 5.1 and 5.2 of this ordinance shall be fully complied with before the District shall approve any final subdivision map. The final subdivision map shall provide for the dedication for public use of all streets, easements or right of way in which community water lines are to be constructed. If a final subdivision map of a tract is recorded and the work of constructing water to serve the tract is not completed within the time limit allowed in the permit, the District may extend the time limit or may complete the work and take appropriate steps to enforce the provisions of the bond furnished by the sub divider. Specific information contained within Article 6.

Sec 5.8 Easements or Right of Ways. In the event that an easement is required for the extension of the public water or the making of connections, the applicant shall procure and have accepted by the District proper easement or grant of right of way sufficient in width to allow the laying and maintenance of such extension or connection.

Sec 5.9 Persons authorized to Perform Work. Only properly licensed contractors shall be authorized to perform the work of community water construction within the District. All terms and conditions of the permit issued by the District to the applicant shall be binding on the contractor. The requirements of this Section shall apply to water lines installed concurrently with Public water construction.

Sec 5.10 Grade Stakes. A Registered Civil Engineer or Licensed Land Surveyor shall set grade and line stakes prior to the start of work on any public water construction. The contractor shall be responsible for accurately transferring grade to water invert.

Sec 5.11 Compliance with Local Regulations. Any persons constructing a water line within a street shall comply with all State and County laws, ordinances, rules and regulations. They shall obtain all permits and pay all fees required by the department having jurisdiction prior to the issuance of a permit by the District.

Sec 5.12 Protection of Excavation. The applicant shall maintain such barriers, lights and signs as are necessary to give warning to the public at all times that a water line is under construction and of each dangerous condition to be encountered as a result thereof. He shall also likewise protect the public in the use of the sidewalks against any such conditions in connection

with the construction of the water. Streets, sidewalks, parkways and other property disturbed in the course of the work shall be reinstalled in manner satisfactory to the District and any other person or agency having jurisdiction there over.

Sec 5.13 Design and Construction Standards. Minimum standards for the design and construction of water lines within the District shall be in accordance with the applicable provisions of the ordinances, rules and regulations heretofore or hereinafter adopted by the District, copies of which are on file in the office of the District. The District may permit modifications or may require higher standards where unusual conditions are encountered. "As-built" drawings showing the actual location of all mains, structures, valves and laterals shall be filed with the District before final acceptance of the work.

Sec 5.14 Completion of Water Required. Before any acceptance of any water line by the District and prior to the admission of any water from the District, the water line shall be tested and shall be completed in full compliance with all requirements of the accepted specifications and to the satisfaction of the District.

ARTICLE 6 SUBDIVISIONS

Sec 6.1 Application. A person desiring to provide a water system within a tract of land that he proposes to subdivide shall make written application therefor.

Sec 6.2 Subdivision Identification The application shall state the number of the tract, the name of the subdivision, and its location. It shall be accompanied by approved final subdivision map, and the plans, profiles, and specifications for the street work therein.

Sec 6.3 Investigation. Upon receiving the application, the Manager and/or District Engineer shall make an investigation and survey of the proposed subdivision and shall report his findings to the Board, including a recommendation as to the facilities required and the estimated cost of the proposed water system therefor.

Sec 6.4 Subdivision, Tracts, or Housing Project Deposit. Sub dividers shall advance to the District 110% if constructed by the District or 10 % if constructed by the sub divider for the cost of the labor and materials necessary for constructing main lines to be laid within the subdivision plus fire hydrants and appurtenances. Fire hydrants shall be so located that each lot is within 500 feet of a hydrant.

Sec 6.5 Specification and Construction. The size, type, and quality of materials and location of the lines shall be specified by the current adopted Uniform Plumbing Code and the actual construction will be done by the District or by a contractor acceptable to it, in either of which events it shall be inspected and accepted by the District. Acceptance shall not relieve the owner from repairing defects that are identified during the year guarantee period following acceptance.

Sec 6.6 Adjustment. Adjustments of any substantial difference between the estimated and actual number of feet of line installed shall be made at or before the completion of the installation, any excess shall be refunded to the sub divider and any shortage will be paid by him

to the District.

Sec 6.7 Property of District. All facilities shall be the property of the District and the total amount of credits and refunds shall not exceed the original deposit.

Sec 6.8 Connection. The sub divider shall, at his cost, provide all connections to each parcel or building constructed by him as herein provided.

ARTICLE 7 GENERAL USE REGULATIONS

Sec 7.1 Water Waste. No customer shall knowingly permit leaks. Where water is wastefully or negligently used on customer premises seriously affecting the general service, the District may discontinue the service if such conditions are not corrected within five (5) business days after giving the customer written notice.

Sec 7.2 Responsibility for Equipment on Customer Premises. All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, replaced, or repaired by the District without consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities.

Sec 7.3 Damage to Water System Facilities. The customer shall be liable for any damage to the service facilities when such damage is from causes originating on the premises by an act of the customer or his tenants, agents, employees, contractors, licensees or permittees, including the breaking or destruction of locks by the customer or others on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The District shall be reimbursed by the customer for any such damage promptly on presentation of a bill.

Sec 7.4 Ground-Wire Attachments. All individuals or business organizations are forbidden to attach any ground-wire or wires to any plumbing that is or may be connected to a service connection or main belonging to the District. The District will hold the customer liable for any damage to its property occasioned by such ground-wire attachments.

Sec 7.5 Control Valve on the Customers Property . The customer shall provide a valve on their side of the service installation as close to the meter location as practicable to control the flow of water to the piping on his premises. The customer shall not use the service curb stop to turn water on and off for his convenience.

Sec 7.6 Cross-Connection.

1. Purpose:

The purpose of this ordinance is to protect the public water supply system from contamination due to potential and actual cross-connections. This shall be accomplished by complying with State regulations adapted pursuant to Title 17, Section 7583 – 7605, inclusive of the California Code of Regulations, entitled “California Regulations to

Drinking Water”. Chapter 5, Subchapter 1, Group 4.

2. Responsibility:

The General Manager or designee shall be responsible for implementing and enforcing the cross-connection program. An appropriate backflow prevention assembly shall be installed by and at the expense of the water user at each connection where required to prevent backflow from the water user’s, premises to the domestic water system. It shall be the water user’s responsibility to comply with Garberville Sanitary District requirements.

3. Requirements:

The type of protection that shall be provided to prevent backflow into the public water supply system shall be commensurate with the degree of hazard, actual or potential, that exists on the water user’s premises. Unprotected cross-connections with the public water supply are prohibited. The type of backflow prevention assembly that may be required (listed in decreasing level of protection) includes: Air-gap separation (AG), Reduced Pressure Principle Backflow Prevention Assembly (RP), and a Double Check Valve Assembly (DC). The water users may choose a higher level of protection than required by the water supplier but must be approved by Garberville Sanitary District and be adequate to meet or exceed the requirements stated in the Hazard section of State Code 7604, Title 17.

Adopted 3/22/16

Sec 7.7 Special Cases. In special circumstances, when the customer is engaged in the handling of especially dangerous or corrosive liquids or industrial or process waters, the District may require the customer to eliminate certain plumbing or piping connections as an additional precaution and as a protection to the back flow preventive devices.

Sec 7.8 Relief Valves. As a protection to the customer’s plumbing system, a suitable pressure relief valve must be installed and maintained by him/her at his/her expense when check valve or other protective devices are used. The relief valve shall be installed between the check valves and the water heater.

Sec 7.9 Back Flow Protection.

1. Description: “Cross Connection” is an unprotected actual or potential connection between a potable water system (GSD) used to supply water for drinking purposes and any source containing unapproved water or substance that is not or cannot be approved as safe, wholesome and potable. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices, through which a backflow could occur, shall be considered cross-connections.
2. Responsibility and Scope:
 - a. The cross-connection program will be administered by the General

Manager or designee. The Garberville Sanitary District will maintain a list of approved backflow prevention assembly testers.

Garberville Sanitary District will conduct studies to determine the potential hazards and the water quality associated with backflow prevention assemblies.

The water user will be notified when an assembly needs to be tested and this notification will include a date by which the test must be completed.

Adopted 3/22/16

3. Water User's Responsibility:

- a. The water user is responsible for installation, testing and repair of cross-connection devices, when such devices are deemed necessary by the District or State Department of Health.
- b. To advise the District of any and all conditions which may require cross-connection protection, including, but not limited to:
 1. Handling of chemicals that could contaminate the District's water system.
 2. Operation of a fire protection system that is or can be connected to the water system.
 3. Irrigation systems in which chemicals or unapproved water may be introduced.
 4. Any unapproved water source on the premises.
Use of reclaimed water on the premises. Pumping of hazardous materials

Adopted 3/22/16

4. Backflow Prevention Assemblies:

a. Only backflow prevention assemblies which have been approved by Garberville Sanitary District shall be acceptable for installation by a water user. A list of approved backflow prevention assemblies will be provided upon request to any affected customer. Backflow prevention assemblies shall be installed in a manner prescribed in Section 7603, title 17. Location of the assemblies shall be as close as practical to the user's connection. The Garberville Sanitary District shall have final authority in determining the required location of a backflow prevention assembly.

- a. Testing of backflow assemblies shall be conducted only by certified testers and testing will be the responsibility of the water user. Backflow prevention assemblies must be tested at least annually and immediately after installation, relocation or repair. More frequent testing may be required if deemed necessary by the Garberville Sanitary District. No assembly shall be placed back in service unless it is functioning as required. These assemblies shall be serviced, overhauled or replaced whenever they are found to be defective and all costs of testing, repairs and maintenance shall be borne by the water user. Approval must be obtained from the Garberville Sanitary District prior to removing, relocating or replacing a backflow prevention assembly.
- b. Water service termination will occur when there is a clear and immediate hazard to the potable water supply that cannot be immediately abated. Conditions that would require immediate water termination but are not limited to only these conditions are:

1. Refusal to install or test a backflow prevention assembly, or to repair or replace a faulty backflow assembly.
2. Direct or indirect connection between the public water system and a sewer line
3. Unprotected direct or indirect connection between the public water system and a system or equipment containing contaminants.
4. Notification will be given when termination of water service is required and water service will be denied until the backflow prevention assembly is working correctly, approved by certified tester and Garberville Sanitary District. The water user will be required to pay for any GSD staff time and for the certified tester before water service continues.

5. Governing Regulation:

Title 17. California Public Health and Safety Code.

Adopted 3/22/16

Sec 7.10 Discontinued Service. The District may immediately discontinue the service of water to any premises if any defect is found in the check valve installations or other protective devices, or if it is found that dangerous unprotected cross-connections exist. Service will not be restored until such defects are corrected.

Sec 7.11 Interruptions in Service. The District shall not be liable for damage that may result from an interruption in service from a cause beyond the control of the District.

Sec 7.12 Ingress and Egress. Representatives from the District shall have the right of ingress and egress to the customer's premises at reasonable hours for any purpose reasonably connected with the furnishing of water services.

ARTICLE 8 METERS

Sec 8.1 Change in Location of Meters. Meters moved for the convenience of the customer will be relocated at the customer's expense. Meters moved to protect the District's property will be moved at its expense.

Sec 8.2 Non-Registering Meters. If a meter is found to be not registering, the charges for service shall be at the minimum monthly rate or based on the estimated consumption, whichever is greater. Such estimates shall be made from previous consumption for a comparable period or by such other method as is determined by the District and its decision shall be final.

Sec 8.3 Access to Meters. Customers are required to keep meter boxes accessible. All landscaping or other forms of vegetation is to be kept away from meter box so as not to restrict access. It is the responsibility of the customer to maintain the area of their property in which this equipment is placed.

ARTICLE 9 BILLING

Sec 9.1 Billing Period. The regular billing period will be monthly.

Sec 9.2 Meter Reading. Meters will be read as nearly as possible on the same day of each month.

Sec 9.3 Opening and Closing Bills. Opening and closing bills for less than the normal billing period shall be prorated as to quantity used.

Sec 9.4 Water Charges. Water charges are calculated and billed on the 1st of each month and are considered delinquent after the 25th of each month.

Adopted 11/24/15

Sec 9.5 Payment of Bills. Bills are due and payable by the 25th of each month and if not paid a \$5 late charge will be applied

(a) Late Payment Procedures:

1-30 days past due – Courtesy Call – Notify Owner

31-35 days past due – Shut Off Notice

60 days past due – May place a lien on building/property, and/or submit to small claims or turn over to collection agency.

(b) Adjustments – Payment Plans:

The General Manager or Designee will be the only person authorized to enter into a payment plan or able to make adjustments to a bill.

Adopted 11/24/15

Sec 9.6 Billing of Separate Meters. Separate bills will be rendered for each meter installation.

Sec 9.7 Customer's Guarantee. The water charge begins when a service connection is installed and the meter is set. The property owner must sign the customer service agreement form prior to being connected. In which he guarantees payment of future water bills for service required.

- a. Renters are required to place a deposit of \$ 100.00, refundable after 2 years of good payment history
- b. Owner may waive deposit for renter, and will be responsible for charges. Account must be current before tenant's account can be established.
- c. Failure to receive a bill does not relieve consumer of liability. Any amount due shall be deemed a debt to the District and any person, firm, or corporation failing, neglecting, or refusing to pay said indebtedness shall be liable to an action in the name of the District in any court of competent jurisdiction for the amount.

Sec 9.8 Water Used Without Application Being Made. A person taking possession of premises and using water from an active service connection without having made application to the District for water service, shall be held liable for the water delivered from the date of the last

recorded meter reading, and if the meter is found inoperative, the quantity consumed will be estimated. If proper application for water service is not made upon notification to do so by the District and if accumulated bills for service are not paid immediately, the service may be discontinued by the District without further notice.

Sec 9.9 Damages Through Leaking Pipes and Fixtures. When turning on the water supply as requested and the house or property is vacant, the District will endeavor to ascertain if water is running on the inside of the building and if such is found to be the case, the water will be left shut off at the curb cock on the inlet side of the meter. The Board's jurisdiction and responsibility ends at the property line and the Board will in no case be liable for damages occasioned by water running from open or faulty fixtures or from broken or damaged pipes inside the property line.

Sec 9.10 Damages to Meters. The Board reserves the right to set and maintain a meter on any service connection. The water consumer shall be held liable; however, for any damage to the meter due to his negligence or carelessness and in particular for damage caused by hot water or steam from the premises.

ARTICLE 10 DISCONTINUANCE OF SERVICE

Sec 10.1 Disconnection for Non-Payment. Service may be discontinued for non-payment of bills after (30) days late.

Sec 10.2 Reconnection Charge. A nonrefundable reconnection charge of \$100 will be made and collected prior to renewing service following disconnection.
Adopted 06/27/2017

Sec 10.3 Unsafe Apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service of other customers.

Sec 10.4 Cross-Connection. Water service may be refused or discontinued to any premises where exists a cross-connection in violation of State or Federal laws.

Sec 10.5 Fraud or Abuse. Service may be discontinued if necessary to protect the District against fraud or abuse.

Sec 10.6 Non-Compliance with Regulations. Service may be discontinued for non-compliance with this or any other ordinance or regulation relating to the water service.

Sec 10.7 Upon Vacating Premises. Customers desiring to discontinue service shall notify the District two (2) or more days prior to the date of disconnect. Customers who fail to notify the District as provided in this section shall be liable for regular water service charges whether or not any water is used.

Sec 10.8 Abandonment Charge. Any person who desires to abandon services to

a building from the District's water system or to abandon service to a property, shall pay to the District an Abandonment Charge. [When no abandonment fee is received by the District, legal action may be taken to collect the abandonment fee. If the fee is not received from the renter, the property owner will be responsible for payment and service charges, including late fees and if payment is not received from the owner, all charges will be paid by the new owner along with a new connection fee before service will be provided](#)

The Abandonment Charge shall consist of

- a. All costs incurred by the District in disconnecting the system at the property line and plugging and sealing the line, including the cost of surveying, if any, and
- b. The sum of five hundred dollars (\$500.00), to recover District costs.
- c. Owner must fill out the District Discontinuance application.

1. Item (b) of the Abandonment Charge shall not apply to any person who desires to disconnect a building from the District's Water or Sewer system but who intends to keep other buildings on the property connected to the system or to disconnect from one building while connecting to another on the same property.

Adopted 3/22/16

Sec 10.9 Annual Fee for Discontinuance of Service. Any person requesting discontinuance of service [will](#) pay an annual fee of \$500 to keep service active and not be charged a re-connection fee when service continues. [A new connection fee will be required before service is reinstated if discontinuance exceeds two years.](#)

- a. Any person requesting discontinued service is required to fill out the District discontinued service application and be responsible for any associated costs, including service charges and associated fees along with a nonrefundable \$500 discontinued service fee.
- b. When a discontinued service wants reconnection and has not paid the annual \$500 inactive service fee, they will be required to pay current connection fees prior to service.
- c. [An extension beyond two years will only be granted if approved by the General Manager or designee.](#)

Adopted 4/26/16

ARTICLE 11 COLLECTION BY SUIT

Sec 11.1 Suit. Unpaid rates, charges and penalties herein provided may be collected by suit after 60 days of non-payment from billing date if all notifications and legal requirements have been met.

Adopted 2/23/16

Sec 11.2 Costs. Defendant shall pay costs in any judgment rendered in favor of the District.

ARTICLE 12 PUBLIC FIRE PROTECTION

Sec 12.1 Use of Fire Hydrants. Fire hydrants are for use by the District or by organized fire

protection agencies pursuant to contract with the District. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the [General Manager or designee](#) prior to use and shall operate the hydrant in accordance with instructions issued by the District.

- a. Unless previously agreed, water taken from a fire hydrant will be metered, monitored and billed at the bulk water rate in Article 14, Section 14.3
- b. Applications and contract will be available at the GSD office
- c. A \$10,000 fine may be charged for every unauthorized use of a fire hydrant

Adopted 5/24/16

Sec. 12.2 Moving of Fire Hydrants.

A fire hydrant may be moved only if approved by the General Manager or designee, with direction from the local fire department. Any costs incurred for moving a fire hydrant will be at the expense of the petitioner and only upon District approval.

Adopted 6/28/16

Sec. 12.3 Installation of Fire Hydrants. When it is determined by Garberville Sanitary District that a fire hydrant is required at a specific location, The General Manager or designee will coordinate with the local fire department to determine what type of hydrant shall be installed.

It will be the responsibility of Garberville Sanitary District to purchase and install all fire hydrants within District boundaries unless it has been determined that the hydrant is the responsibility of the fire department or property owner.

Adopted 8/23/16

ARTICLE 13 PRIVATE FIRE PROTECTION SERVICE

Sec 13.1 Payment of Cost. The applicant for private fire protection service shall pay the total cost of installation of the service from the distribution main to the customer's premises, including the cost of a detector check meter or other suitable and equivalent device, valve, and meter box, said installation to become the property of the District. The District may agree to install the connection and meter at cost plus ten percent (10%).

Sec 13.2 No Connection to Other System. There shall be no connections between this fire protection system and any other water distribution system on the premises.

Sec 13.3 Use. There shall be no water used through the fire protection service except to extinguish fires and for testing the firefighting equipment.

Sec 13.4 Meter Rates. Any consumption recorded on the meter will be charged for at double the regular service rate except that no charge will be made for water used to extinguish fires where such fires have been reported to the fire department.

Sec 13.5 Monthly Rates. The District Board upon receipt of application shall establish the monthly rates for private fire protection.

Sec 13.6 Violation of Agreement. If water is used from a private fire service in violation of the agreement or of these regulations, the District may, at its option, discontinue and remove the service.

Sec 13.7 Water Pressure and Supply. The District assumes no responsibility for loss or damage due to lack of water or pressure, either high or low, and merely agrees to furnish such quantities and pressures as are available in its general distribution system. The service is subject to shutdowns and variations required by the operation of the system.

Sec 13.8 Rules. The following rules shall apply to fire service connections:

1. **Cross Connection.** Proper back flow device must be installed for each private fire protection system.
2. **Valve.** When a fire service connection is installed, the valve governing it will be closed and LOCKED and remain so until a written order is received from the owner of the premises to have the water turned on.
3. **Meter.** If the District does not require a meter and if the water is used through a fire service connection for any other purpose than extinguishing of fires, it shall have the right to place a meter on the fire service connection and at the owner's expense or shut off the entire water supply from such premises.

ARTICLE 14 GENERAL PROVISIONS

Sec 14.1 Pools and Tanks. When an abnormally large quantity of water is desired for filling a swimming pool or other purposes, arrangements must be made with the District prior to taking such water. Permission to take water in unusual quantities will be given only if it can be safely delivered through the District's facilities and if other consumers are not inconvenienced thereby. A copy of procedures will be given along with permission.

Sec 14.2 Responsibility for Equipment. The customer shall, at his own risk and expense, furnish, install, and keep in good and safe condition all equipment that may be required for receiving, controlling, applying, and utilizing water, and the District shall not be responsible for any loss or damage caused by the improper installation of such equipment, or their negligence or wrongful act of the customer or of any of the customers tenants, agents, employees, contractors, licensees or permittees installing, maintaining, operating, or interfering with such equipment. The District shall not be responsible for damage to property caused by faucets, valves, and other equipment that are open when water is turned on at the meter, either originally or when turned on after temporary shutdown.

Sec 14.3 Bulk Water A Bulk Water Sales Application must be completed and payment made prior to any bulk water sales for **new customers**. Those customers who have established a good payment history may be exempted and billed at the end of the month. If damage occurs to District owned property the person or company that is using district property will be charged the cost of repairs. Bulk water sales are from **9:00 AM to 3:00PM M-F** unless special arrangements are

requested in advance. Persons or Companies that wish to purchase and haul large quantities of water must have an approved backflow prevention device or an air gap between the fire hydrant and storage tank. The Manager or Field Operator will inspect all vehicles prior to any connection to the distribution system. After the inspection has been performed and noted on the application form, water may be drafted from the distribution system at a designated fire hydrant.

Sec 14.4 Relief on Application. When any person, by reason of special circumstances, is of the opinion that any provision of this ordinance is unjust or inequitable as applied to his premises, he may make written application to the Board, stating the special circumstances, citing the provisions complained of, and requesting suspension or modification of this provision as applied to his premises. If such application were approved, the Board may, by resolution, suspend or modify the provision complained of, as applied to such premises to be effective as of the date of the application and continuing during the period of the special circumstances.

ARTICLE 15 RATES AND FEES

Rates and Fees are set by the board of Directors by Resolution and will become effective 30 days after adoption of the resolution.

Sec 15.1 Connection Fee:

Sec 15.2 Monthly Quantity Charges

Sec 15.3 System Expansion Fee

Sec 15.4 Reconnection Charge

Sec 15.5 Deposits

Sec. 15.6 Late Fees

Sec 15.6 Bulk Water Rates

Sec 15.7 Pool Fill

Sec 15.8 Nonprofit Irrigation Rate Nonprofit organizations whose sole use of water is irrigating playing fields used primarily for youth athletic activities may apply for an irrigation only water rate.

ARTICLE 16 - TIME OF TAKING EFFECT

Sec 16.1 - This Ordinance shall take effect immediately on passage of resolution and prior Ordinances are hereby repealed or revised.

Chairperson of the Board of Directors
Garberville Sanitary District
Humboldt County, California

Date



GARBERVILLE SANITARY DISTRICT

P.O. BOX 211 • GARBERVILLE, CA 95542 • (707) 923-9566

RESOLUTION NO. 17-010

A RESOLUTION OF THE GARBERVILLE SANITARY DISTRICT AUTHORIZING THE WATER ORDINANCE, ARTICLE 9: SEC 9.5 PAYMENT OF BILLS TO BE CHANGED IN ACCORDANCE WITH MORE ACCURATE BILLING PRACTICES.

WHEREAS, the Garberville Sanitary will change Sec 9.5 to address past due bills and the procedures which will take place for non-payment.

WHEREAS, This new ordinance will require customers to pay all service charges or be subject to late charges, disconnection of service and re-connection fees.

WHEREAS, When service charges and reconnection fee are not paid, the bill will be sent to the owner of the property and the GSD collection process will proceed.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, That Article 9, Sec: 9.5 will be changed to state that bills are due and payable by the 25th of each month and if not paid a \$5 late charge will be applied. Late Payment Procedures:

Bills past due—Courtesy Call-Notify Owner
30 days past due—Shut Off Notice will be hand delivered
40 days past due---Water will be turned off
60 days past due—Lien on Building/Property—Small Claims
120 days past due—Turn Over to Collection Agency

A. Adjustments of Bills-Payment Plans.

The General Manager or Designee will be the only person authorized to enter into a payment plan or make adjustments to a bill.

**PASSED, APPROVED AND ADOPTED this 25 day of July, 2017
by the following roll call vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Board Chair Person:

Linda Brodersen

Date

Clerk of Board:

Ralph Emerson, General Manager

Date

7.2 Smoking Policy

GSD is committed to providing a safe and healthy environment for employees and visitors. Therefore, smoking **any substance** is not permitted in the workplace.

7.3 Alcohol and Drug Use Policy

In accordance with our general personnel policies, whose overriding concern is a regard for the employee as an individual as well as a worker, GSD has adopted the following policy:

- a. We believe alcoholism and drug dependencies are illnesses and should be treated as such.
- b. **We believe the majority of employees who develop these dependencies can be helped to recover, and the District shall offer or facilitate appropriate assistance for the employee.**
- c. **We believe it is in the best interest of employees and the District that when alcoholism or drug dependency is present, it should be diagnosed and treated at the earliest possible stage. We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the employee. However, continued refusal of an employee to seek treatment when it appears that substandard performance may be caused by any illness is not tolerated.**
- d. **We believe the decision to seek diagnosis and accept treatment for any suspected illness is the responsibility of the employee. However, continued refusal of an employee to seek treatment when it appears that substandard performance may be caused by any illness is not tolerated.**
- e. **We believe it is in the best interest of employees and the District that when alcoholism or drug dependency is present, it should be diagnosed and treated at the earliest possible stage.** The District requires all new employees to pass a drug screening, and may, at its discretion, require further drug screening. **The District reserves the right to screen employees for drug use as permitted by law including random drug screening of all employees, including managers, as well as drug and alcohol testing of individuals for cause**
- f. Confidential handling of the diagnosis and treatment of alcoholism or drug dependency will be the responsibility of the **appropriate manager General Manager or designee and the District Administrator.**
- g. **The objective of this policy is to retain employees who may develop alcohol or drug dependency by helping them to arrest its further advance before the condition renders them unemployable.**
- h. **All employees should be aware that the use of alcohol or any drugs interfering with safe and efficient functioning on the job is a matter of District concern and will be dealt with in an appropriate manner.**
- i. **Employees are prohibited from drinking alcoholic beverages on company time or on company premises, reporting to work or driving a District vehicle while under the influence of alcohol or drugs.** Employees are prohibited from working, driving a District vehicle or appearing on Garberville Sanitary District premises under the influence of or in the possession of alcohol, illegal drugs, controlled substances, prescription drugs, or over-the-counter remedies that may impair the employee's ability to function, or that may endanger the safety of others.
- j. Substantial evidence of illegal actions on the job, including the use of illegal drugs, when such actions can be traced to specific employees, will be reported to the appropriate authority and will result in disciplinary action by the District.
- k. Employees convicted of illegal drug traffic charges will be immediately terminated. Employees found to be involved in such traffic on company premises or during working hours will be terminated and reported to the appropriate authorities.
- l. **All employees must pass a drug and alcohol screen prior To employment to beginning their duties. (See section 3.3.) The District reserves the right to screen employees for drug use**

as permitted by law including random drug screening of all employees, including managers, as well as drug and alcohol testing of individuals for cause.