

**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**

**Date of Meeting: Tuesday, July 28th, 2026
5:00 p.m. – Open Session to Public**

<i>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>

NOTE: The Board of Directors may require staff and the public to participate, via teleconference or Otherwise electronically. This meeting is compliant with AB361 which allows for a deviation of Teleconference rules required by the Brown Act during a proclaimed state of emergency.

I. REGULAR MEETING CALLED TO ORDER

II. ESTABLISHMENT OF QUORUM

Rio Anderson __, Doug Bryan __, Julie Lyon __, Dan Thomas __, Richard Landes __

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.

Motion:

Second:

Vote:

**IV. Questions or Comments about Closed Session Items
No Closed Session**

**V. RETURN TO OPEN SESSION
No Closed Session**

VI. 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

Remote Public Comments:

- 1. Submit public comments in writing or by Email to the Garberville Board of Directors and Staff prior to meeting, so Board and staff have time to review the information provided. All public Comments sent to office or by email, must be received prior to 1:00PM on day of meeting.**

<i>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 before consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups</i>

VII. ANNOUNCEMENTS AND COMMUNICATIONS

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

Operators—Dan and Brian- Water Leaks—Operational Demands--River Level

Office---Mary Nieto—Clear Rate Service and Customer Update

Board Members-

Correspondence-

General Manager—Ralph Emerson pg. 4

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

Notice to the Public

All matters listed under Consent Agenda are considered to be routine and non-controversial, require no discussion and are expected to have unanimous Board support and may be enacted by the Board by one motion and voice vote. There will be no separate discussion of these items; however, before the Board votes on the motion to adopt, members of the Board may request that specific items be removed from the Consent Agenda for separate discussion and action. Any items will be considered after the motion to approve the Consent Agenda as time permits.

A.1 Approve June 23rd, 2026, Regular Meeting Minutes - pg. 5-6

A.2 Operations Safety Report- Handout

Motion:

Second:

Vote:

B. GENERAL BUSINESS – *Action items*

Notice to the Public

The Board of Directors will allow public comment on agenda items at the time the agenda item is considered. However We ask that any person who wishes to speak on an agenda item submit a request prior to the meeting being called to order. You will be given 3 minutes on each agenda item that you wish to comment on and the Board of Directors will discuss the item amongst themselves with no other public comment.

B.1 Tank Replacement Project-Update

(discussion-possible action)

Dan-Ralph

Motion:

Second:

Vote:

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 before consideration of that item. The Board reserves the right to limit the time of presentation by individuals and groups

- B.2 Update on Finance Committee Meeting—Late Payments pg. 7-10
 (information only) Ralph-Mary-Richard and Julie
- B.3 Southern Humboldt Healthcare District--Redwood Drive
 (discussion-possible action) Ralph-Dan Information at Meeting
Motion: **Second:** **Vote:**
- B.4 Board Member Elections with Time Line pg. 11
 (Information only)
- B.5 Bear Canyon Sewer Connection for Customer
 (Information Only) Ralph and Dan
- B.6 Water Treatment Plant Change of Classification pg. 12-14
 (discussion-no action) Ralph, Dan
- B.7 Connick Creek Agreement Update pg.15-37
 (information only)
- B.8 SoHum Housing Opportunities Group Impact
 (Discussion-possible action)
Motion: **Second:** **Vote:**

C. POLICY REVISION / ADOPTION

- C.1 Billing Procedures-Article 9 pg. 38-40
 (discussion-possible action) 1st reading
Motion: **Second:** **Vote:**
- C.2 Drought Ordinance Section 14.5 pg. 42
 (discussion-possible action)
Motion: **Second:** **Vote:**

IX. ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—August 25th, 2026

1. Update on Operational Demands
2. Water Improvement Project
3. Community Improvement Projects, Town Square Presentation
4. Update Billing and Collections Ordinance
5. Homeless Impact to Operations

X. ADJOURNMENT

The GSD Board meeting agenda will be posted at the District Office no later than. Date: Saturday, July 25th, 2026. The agenda will be on the GSD website and 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 28th, 2026

We had to contend with a customer which has created multiple problems, interactions and excuses, while using excessive amounts of water over a few months.

I was notified of this customer a few months ago when he moved a large storage container onto his property and ran over the water meter, which caused a water leak. Dan and I talked to customer, but when I was there, he said he would pay for the water that leaked, which he has not done.

During the Rodeo, our meter reader notified Mary of high water usage at this location, with meter spinning fast and large water usage over a couple days.

Mary and I tried calling customer about high water usage and a possible leak, but he didn't answer.

I instructed the meter reader to notify customer in person and have him call me but customer wasn't available, so I had water meter turned off, in the event there was a large water leak.

The customer called Dan later that night about water turned off and that he had soaker hoses which he didn't care about how much water was used and that he would pay for it.

The water meter was turned on but this customer is now behind on paying his service charges and unable to pay full amount owed.

We are working with him to catch up on what is owed but he is averaging 1,500 to 2,000 gallons per day (average customer uses 150-250 gallons per day), and he owes just under \$2,000

These types of water-use and past due service charges, are taking a lot of our time but as discussed with the finance committee, many people are struggling during these economic times, so we try to assist as possible within the guidelines of our Ordinances but must use all legal recourse available when they fall behind on service charges.

The water project continues and in spite of setbacks which include Tesco not showing up for programming on dates that were agreed upon by all participants. We are no longer optimistic that they will show up in a timely manner, so we are working with Wahlund Construction to hold money back until all work is completed and to use every legal action possible.

Dan and Brian are finding ways to operate the new distribution-transmission system but are receiving many operational alarms, which require in-person operator oversight, regardless of whether the alarms and problem clear themselves, without operator involvement.

Submitted:

Ralph Emerson

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

Date of Meeting: Tuesday, June 23rd, 2026
5:00 p.m. – Open Session to Public

I. REGULAR MEETING CALLED TO ORDER

Doug called the meeting to order at 5:00 pm

II. ESTABLISHMENT OF QUORUM

Rio Anderson- Present
Doug Bryan- Present
Julie Lyon- Present
Dan Thomas- Present
Richard Landes- Absent

III. APPROVAL OF AGENDA.

Motion: Julie Lyon Second: Rio Anderson Vote: 4-0

IV. Questions or Comments about Closed Session Items

No Closed Session

V. RETURN TO OPEN SESSION

No Closed Session

VI. COMMENTS AND QUESTIONS FROM THE AUDIENCE

No public attended this meeting.

VII. ANNOUNCEMENTS AND COMMUNICATIONS

REPORTS AND PRESENTATIONS –

Operators—Dan and Brian- Water Leaks—Operational Demands--River Level

Office----Mary Nieto—Office and Customer Update

Board Members-

Correspondence-

General Manager—Ralph Emerson

VIII. REGULAR AGENDA ITEMS

A. CONSENT AGENDA

A.1 Approve May 19th 2026, Regular Meeting Minutes - pg. 5-6

A.2 Operations Safety Report- pg. 7-9

A.3 Approve Financials-- April 2026 Handout

Motion: Dan Thomas Second: Julie Lyon Vote: 4-0

B. GENERAL BUSINESS – Action items

- B.1 Open Bids and Award Boom Truck to Highest Bidder
(discussion-possible action)

Motion: Dan Thomas

Second: Rio Anderson

Vote: 4-0

The District received one sealed bid for the boom truck. The board opened the sealed bid and awarded the 1995 Ford 350 boom truck to the individual who submitted the sealed bid.

- B.2 Tank Replacement Project –Construction Phase
(discussion-possible action) Ralph-Dan

The extension was granted for closing out the project.

- B.3 2026-2027 Budget for Approval Resolution #26-005
(discussion-possible action) Mary-Ralph-Dan

pg. 10 & handout

Motion: Rio Anderson

Second: Julie Lyon

Vote: 4-0

- B.4 Board Member Elections with Time Line
(Information only)

pg. 11-12

- B.5 Bear Canyon Sewer Connection for Customer
(Information Only)

Ralph and Dan

- B.6 Late Service Charges- Customers Update (information at meeting)
(discussion-possible action) Ralph and Mary

The Finance Committee will meet before the next board meeting to discuss the amount of past due customers and what to do moving forward.

- B.7 Connick Creek Agreement Update
(information only)

C. POLICY REVISION / ADOPTION

- C.1 Agriculture Water Meter Ordinance Sec 15.9 pg. 13-19
(discussion-possible action) 2nd reading Resolution #26-006

Motion: Julie Lyon

Second: Dan Thomas

Roll Call Vote: 4-0

- C.2 Billing Procedures-Article 9
(discussion-possible action) 1st reading

pg. 20-22

- C.3 Drought Ordinance Section 14.5
(discussion-possible action)

pg. 23-25

IX. ITEMS FOR NEXT BOARD MEETING----- Date of Next Meeting—July 28th, 2026

1. Update on Operational Demands
2. Water Improvement Project
3. Community Improvement Projects, Private and County
4. Update Billing and Collections Ordinance
5. Homeless Impact to Operations

X. ADJOURNMENT

Doug ended the meeting at 6:33 pm

07/08/2026

Past Due Report with Service Address and Phone

Past Due Printing Group: Shut Off Letter Printing Group (ORDER BY SBW.AccountNumber, SBW.FirstName, SBW.LastName)

Past Due	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Balance
300.00	159.00	150.00	150.00	0.00	0.00	459.00
1,050.00	162.00	155.00	162.00	269.00	464.00	1,212.00
343.00	179.00	169.00	174.00	0.00	0.00	522.00
135.00	147.00	135.00	0.00	0.00	0.00	282.00
592.00	279.00	319.00	273.00	0.00	0.00	871.00
410.00	219.00	156.00	156.00	98.00	0.00	629.00
301.00	164.00	164.00	137.00	0.00	0.00	465.00
620.00	0.00	0.00	0.00	0.00	620.00	620.00
164.40	192.60	164.40	0.00	0.00	0.00	357.00
140.00	140.00	140.00	0.00	0.00	0.00	280.00
141.00	159.00	141.00	0.00	0.00	0.00	300.00
61.40	191.60	61.40	0.00	0.00	0.00	253.00
168.00	174.00	168.00	0.00	0.00	0.00	342.00
183.00	153.00	153.00	30.00	0.00	0.00	336.00
23.60	256.20	23.60	0.00	0.00	0.00	279.80
162.00	169.00	162.00	0.00	0.00	0.00	331.00
155.00	155.00	155.00	0.00	0.00	0.00	310.00
149.00	184.00	149.00	0.00	0.00	0.00	333.00
373.00	309.00	219.00	154.00	0.00	0.00	682.00
138.00	147.00	138.00	0.00	0.00	0.00	285.00
323.00	155.00	169.00	154.00	0.00	0.00	478.00
377.00	159.00	150.00	159.00	68.00	0.00	536.00
175.00	95.00	95.00	80.00	0.00	0.00	270.00
302.00	169.00	155.00	147.00	0.00	0.00	471.00

07/08/2026

Past Due Report with Service Address and Phone

Past Due Printing Group: Shut Off Letter Printing Group (ORDER BY SBW AccountNumber, SBW.FirstName, SBW.LastName)

Past Due	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Balance
306.00	164.00	156.00	150.00	0.00	0.00	470.00
277.00	334.00	277.00	0.00	0.00	0.00	611.00
955.00	485.00	485.00	470.00	0.00	0.00	1,440.00
587.00	0.00	0.00	154.00	0.00	433.00	587.00
394.00	884.00	394.00	0.00	0.00	0.00	1,278.00
308.00	184.00	164.00	144.00	0.00	0.00	492.00
187.20	202.80	187.20	0.00	0.00	0.00	390.00
189.40	197.60	181.90	7.50	0.00	0.00	387.00
205.40	568.60	205.40	0.00	0.00	0.00	774.00
306.00	162.00	147.00	159.00	0.00	0.00	468.00
422.40	217.20	217.20	205.20	0.00	0.00	639.60
325.00	438.00	325.00	0.00	0.00	0.00	763.00
309.00	162.00	162.00	147.00	0.00	0.00	471.00
349.00	225.00	190.00	159.00	0.00	0.00	574.00
516.00	184.00	284.00	166.00	66.00	0.00	700.00
649.00	0.00	0.00	0.00	0.00	649.00	649.00
149.00	169.00	149.00	0.00	0.00	0.00	318.00
520.00	385.00	265.00	255.00	0.00	0.00	905.00
1,920.00	72.00	87.00	87.00	87.00	1,659.00	1,992.00
1,190.00	1,261.00	1,190.00	0.00	0.00	0.00	2,451.00
560.20	203.60	191.60	191.60	177.00	0.00	763.80
546.50	154.00	154.00	154.00	149.00	89.50	700.50
149.00	164.00	149.00	0.00	0.00	0.00	313.00
213.40	234.40	213.40	0.00	0.00	0.00	447.80

07/08/2026

Past Due Report with Service Address and Phone

Past Due Printing Group: Shut Off Letter Printing Group (ORDER BY SBW_AccountNumber, SBW_FirstName, SBW_LastName)

Past Due	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Balance
1,390.00	317.38	155.00	155.00	140.00	940.00	1,707.38
1,807.00	140.00	140.00	140.00	155.00	1,372.00	1,947.00
347.00	159.00	164.00	159.00	16.50	7.50	506.00
147.00	0.00	0.00	0.00	0.00	147.00	147.00
399.00	430.00	399.00	0.00	0.00	0.00	829.00
141.00	159.00	141.00	0.00	0.00	0.00	300.00
322.60	172.60	182.60	140.00	0.00	0.00	495.20
920.10	320.80	305.20	297.40	117.10	200.40	1,240.90
141.00	153.00	141.00	0.00	0.00	0.00	294.00
2,252.00	470.00	477.00	484.00	435.00	856.00	2,722.00
5,486.00	1,250.00	1,124.00	1,124.00	1,109.00	2,129.00	6,736.00
270.00	159.00	156.00	114.00	0.00	0.00	429.00
124.40	269.80	124.40	0.00	0.00	0.00	394.20
323.00	184.00	159.00	164.00	0.00	0.00	507.00
321.00	164.00	159.00	159.00	3.00	0.00	485.00
248.00	301.00	87.00	87.00	74.00	0.00	549.00
370.00	0.00	0.00	0.00	0.00	370.00	370.00
175.00	232.00	175.00	0.00	0.00	0.00	407.00
268.00	0.00	0.00	0.00	0.00	268.00	268.00
336.50	184.00	174.00	162.50	0.00	0.00	520.50
135.00	153.00	135.00	0.00	0.00	0.00	288.00
787.77	0.00	0.00	0.00	15.00	772.77	787.77
240.00	150.00	153.00	87.00	0.00	0.00	390.00
358.00	204.00	204.00	154.00	0.00	0.00	562.00

Past Due Report with Service Address and Phone

Due Printing Group: Shut Off Letter Printing Group (ORDER BY SBW.AccountNumber, SBW.FirstName, SBW.LastName)

Past Due	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Balance
382.00	150.00	153.00	153.00	76.00	0.00	532.00
156.00	0.00	0.00	0.00	0.00	156.00	156.00
62.00	164.00	62.00	0.00	0.00	0.00	226.00
163.00	174.00	163.00	0.00	0.00	0.00	337.00
1,242.00	0.00	0.00	0.00	0.00	1,242.00	1,242.00
819.00	187.00	169.00	155.00	199.00	296.00	1,006.00
146.00	361.00	146.00	0.00	0.00	0.00	507.00
91.00	191.00	91.00	0.00	0.00	0.00	282.00
591.00	0.00	0.00	0.00	15.00	576.00	591.00
174.00	261.00	174.00	0.00	0.00	0.00	435.00
135.00	135.00	135.00	0.00	0.00	0.00	270.00
164.00	164.00	164.00	0.00	0.00	0.00	328.00
540.00	0.00	0.00	0.00	0.00	540.00	540.00
1,347.00	110.00	110.00	190.00	175.00	872.00	1,457.00
782.00	110.00	110.00	190.00	175.00	307.00	892.00
170.00	270.00	170.00	0.00	0.00	0.00	440.00
42,593.27	19,018.18	15,668.30	8,340.20	3,618.60	14,966.17	61,611.45



COUNTY OF HUMBOLDT
Office of Elections & Voter Registration
2426 6th Street
Eureka, CA 95501-0788
707-445-7481 / Fax 707-445-7204
humboldt_elections@co.humboldt.ca.us

TO: Garberville Sanitary District
FROM: Christina Strevey, Administrative Analyst
DATE: March 3, 2026
SUBJECT: General Election on November 3, 2026
Officer Terms Expiring & District Preferences

The Office of Elections is preparing for the General Election on November 3, 2026 and requests your assistance. Please complete and return this form **by May 31, 2026**.

Mailing Address: 2426 6th Street, Eureka, CA 95501
Email: humboldt_elections@co.humboldt.ca.us

OFFICER TERMS EXPIRING IN 2026

Elections records indicate your board has officer terms that will expire in 2026. Please review the below information and make necessary corrections or notations. Candidate filing period is July 13-August 7, 2026.

Title	Incumbent	Term
Director	Douglas Bryan	4 yr
Director	Julie Lyon	4 yr
Director	Richard Landes	4 yr

DISTRICT PREFERENCES & CHANGES

Please provide the Office of Elections with the below information.

Candidacy

Who will pay for candidate statements? Circle one. **DISTRICT** **CANDIDATE**

Maximum word length for candidate statements. Circle one. **200 words** **400 words**

Tie Breaker

How will your district resolve a tie? Circle one. **BY LOT** **RUNOFF**

Boundary Changes

Has there been changes to district borders in the last two years? Circle one. **YES** **NO**
(If "YES", please return a new map with current district boundaries.)

Signature

Date

Print Name & Title



GAVIN NEWSOM
GOVERNOR



YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

Division of Drinking Water

July 8, 2026

Garberville Sanitary District
P.O. Box 211
Garberville, CA 95542

Attention: Ralph Emmerson, Manager

**Subject: Garberville Sanitary District, Public Drinking Water # 1210008
Water Treatment Plant Operator Classification**

The Division of Drinking Water (DDW) has reclassified the Garberville Sanitary District's (District) surface water treatment plant from a **T2** to a **T3** operator classification. As a result, the treatment plant must be operated under the responsible charge of a certified **T3 Water Treatment Operator** in accordance with California operator certification requirements.

DDW recognizes the difficulty of recruiting qualified T3 operators in rural southern Humboldt County. Accordingly, we recommend that the District promptly assist its current T2-certified operator in applying to take the T3 certification examination so that the District can achieve compliance as soon as practicable.

Please submit, by **August 14, 2026**, a brief schedule outlining the District's plan to achieve compliance with the operator certification requirements, including milestones leading to full compliance by **December 31, 2026**.

If you have any questions regarding this matter, please contact Zack Chandler at (530) 224-6505 or me at (530) 224-4875.

Barry Sutter, P.E., Klamath District Engineer
Division of Drinking Water
STATE WATER RESOURCES CONTROL BOARD

Enclosure; Classification Worksheet

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

364 Knollcrest Drive, Suite 101, Redding, CA 96002 | www.waterboards.ca.gov

Water Treatment Facility Classification Worksheet

Public Water System Name / Number: Garberville SD/CA1206002

Date: 5/29/2026

Completed By: Zack Chandler

Class/Points: T3/44

Section 64413.1 Classification of Water Treatment Facilities

Table 64413.1-A Water Treatment Facility Class Designation

Total Points	Class
Less than 20	T1
20 through 39	T2
40 through 59	T3
60 through 79	T4
80 or more	T5

Section 64413.1(b). The calculation of total points for each water treatment facility shall be the sum of the points derived in each of paragraphs (1) through (13) except where a treatment facility treats more than one source, in which case the source with the highest average of each contaminant shall be used to determine the point value in paragraphs (2) through (5).

Section 63750.85. "Water treatment facility" means a group or assemblage of structures, equipment, and processes that treat or condition a water supply, affecting the physical, chemical, or bacteriological quality of water distributed or otherwise offered to the public for domestic use by a public water system as defined in Health and Safety Code Section 116275. **Facilities consisting of only disinfection for which no *Giardia* or virus reduction is required pursuant to Section 64654(a) are not included as water treatment facilities.**

INSTRUCTIONS: For each paragraph item that applies to the system, place the proper Point Value in the calculation box. For paragraphs (1), (2), (3), (4), (7), (8), (9), (12), and (13), select one calculation only (whichever is higher) for each paragraph. For paragraphs (5), (6), (10), and (11), select all calculations that apply for each paragraph. Total the calculations and determine the system's classification.

Paragraph	Point Value	Calculation
(1) Source Water Used by Facility		
Groundwater and/or purchased treated water meeting primary and secondary drinking water standards, as defined in Section 116275 of the HSC	2	--
Water that includes any surface water or groundwater under the direct influence of surface water	5	5
(2) Influent Water Microbiological Quality, Median Coliform Density, Most Probable Number Index (MPN) (a)		
Less than 1 per 100 mL (b)	0	--
1 through 100 per 100 mL	2	2
Greater than 100 through 1,000 per 100 mL	4	--
Greater than 1,000 through 10,000 per 100 mL	6	--
Greater than 10,000 per 100 mL	8	--
(3) Influent Water Turbidity, Maximum Influent Turbidity Level, Nephelometric Turbidity Units (NTU) (c)		
Less than 15 (b)	0	--
15 through 100	2	2
Greater than 100	5	--
(4) Influent Water Nitrate and Nitrite, Nitrate and Nitrite Data Average		
Less than or equal to the MCL as specified in Table 64431-A	0	0
Greater than the MCL	5	--
(5) Influent Water Chemical and Radiological Contamination, Contaminant Data Average (d)		
Less than or equal to the MCL	0	0
Greater than the MCL	2	--
5 times the MCL or greater	5	--
(6) Surface Water Filtration Treatment		
Conventional, direct, or inline	15	15
Diatomaceous earth	12	--
Slow sand, membrane, cartridge, or bag filter	8	--
Backwash recycled as part of process	5	5
(7) The points for each treatment process utilized by the facility and not included in paragraph (6) that is used to reduce the concentration of one or more contaminants for which a primary MCL exists, pursuant to Table 64431-A, Table 64444-A, and Table 4 of Section 64443, shall be 10. Blending shall only be counted as a treatment process if one of the blended sources exceeds a primary MCL (e).	10	--
(8) The points for each treatment process not included in paragraphs (6) or (7) that is used to reduce the concentration of one or more contaminants for which a secondary MCL exists, pursuant to Tables 64449-A and 64449-B, shall be 3. Blending shall only be counted as a treatment process if one of the blended sources exceeds a secondary MCL.	3	3
(9) The points for each treatment process not included in paragraphs (6), (7), or (8) that is used for corrosion control or fluoridation shall be 3.	3	--

(10) Disinfection Treatment with CT Inactivation Credit (Surface Water Only)		
Ozone	10	--
Chlorine and/or chloramine	10	10
Chlorine dioxide	10	--
Ultraviolet (UV)	7	--
(11) Disinfection/Oxidation Treatment without CT Inactivation Credit (Groundwater Only) (f)		
Ozone	5	--
Chlorine and/or chloramine	5	--
Chlorine dioxide	5	--
Ultraviolet (UV)	3	--
Other oxidants	5	--
(12) The points for any other treatment process that alters the physical or chemical characteristics of the drinking water and that was not included in paragraphs (6), (7), (8), (9), (10), or (11) shall be 3.	3	--
(13) The points for facility flow shall be 2 per million gallons per day or fraction thereof of maximum permitted treatment facility capacity, up to a maximum of 50 points; except that for facilities utilizing only blending, the points shall be based on the flow from the contaminated source and the dilution flow required to meet the MCL(s) specified in Tables 64431-A, 64444-A, 64449-A, 64449-B, and Table 4 of Section 64443 (g).	50 max	2
Total Points		44

(a) The median of all total coliform analytical results collected during the previous 24 months.

(b) Under professional engineering judgment, groundwater sources are assumed to be uncontaminated unless there is evidence to indicate otherwise. Accordingly, the contaminant contribution from a groundwater source is assumed to be zero in the absence of documented impacts, confirmed detections, or known vulnerability concerns.

(c) For facilities treating surface water or groundwater under the direct influence of surface water, based on the previous 24 months of data, except that if turbidity data is missing for one or more months, the points given for turbidity shall be 5. The maximum influent turbidity sustained for at least one hour according to an online turbidimeter shall be used unless such data is not available, in which case, the maximum influent turbidity identified by a grab sample shall be used. For facilities that have not been in operation for 24 months, the available data shall be used. For facilities whose permit specifies measures to ensure that influent turbidity will not exceed a specified level, the points corresponding to that level shall be assigned.

(d) The points for other influent water contaminants with primary MCLs shall be a sum of the points for each of the inorganic contaminants (Table 64431-A), organic contaminants (Table 64444-A), and radionuclides (Table 4, Section 64443). The points for each contaminant shall be based on an average of the three most recent sample results. If monitoring for a contaminant has been waived pursuant to Sections 64432(k), 64432.2(c), or 64445(d), the points shall be zero for that contaminant.

(e) Components within the treatment plant that treat more than one constituent (for example, iron and manganese removal systems) are counted as a single treatment process for classification and calculation purposes. Professional engineering judgment should be used to determine the extent to which a treatment process addresses multiple constituents when evaluating MCL applicability.

(f) If the treatment system includes more than one disinfectant or oxidant in the treatment train, each is counted toward the total classification points, even if a specific disinfectant or oxidant is not strictly required for regulatory compliance. This applies only to centralized treatment components at the water treatment plant and does not include point-of-use treatment devices. The classification point system is intended to reflect overall facility complexity and operational demands; therefore, all treatment processes in use should be included, regardless of whether each is essential for compliance.

(g) The regulation assigns two points per MGD, or fraction thereof. "Fraction thereof" means that any partial MGD is rounded up to the next whole number. For example, a system producing 0.01 MGD is treated as producing 1.0 MGD for point calculation purposes, resulting in two points. There is no formal regulatory guidance that further defines rounding conventions. When a calculated value falls near a breakpoint (for example, 2.1), rounding becomes a matter of engineering judgment. In practice, if rounding up would result in a higher treatment classification, the value may reasonably be rounded down; if the rounding does not affect the classification, rounding up is acceptable. This approach is commonly used to avoid unintentionally elevating a system's classification without a clear regulatory basis.

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.

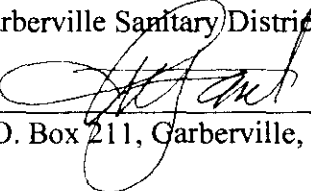
9. Of the persons who own the nine parcels, only seven intend to hook up at the present time. They are Gary Mason and Krista Mason (222-156-018-000), Kenneth Bullock (222-156-014-000), Young Jacobson (222-156-020-000), Wade Trabue and Ronda Trabue 222-156-017-000, Timothy Shaskan (222-156-021-000) and 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

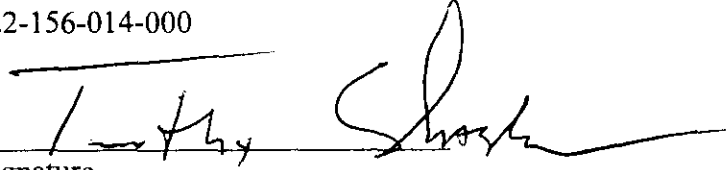
Signature


Kenneth Bullock
222-156-014-000

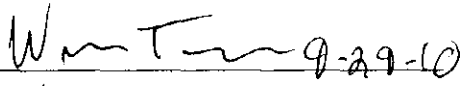
Signature


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

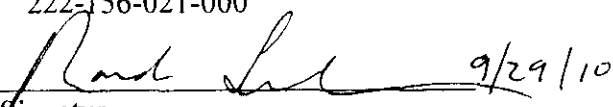
Signature


Timothy Shaskan
222-156-021-000

Signature


Wade Trabue
222-156-017-000

Signature


Ronda Trabue
9/29/10

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

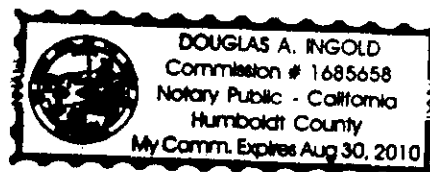
State of California
County of Humboldt

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

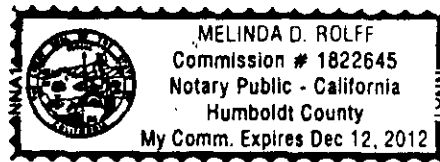
State of California
County of Humboldt

On April 15, 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

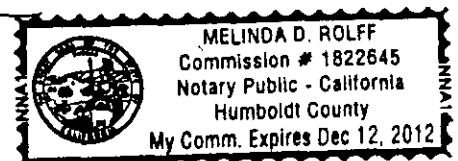
State of California
County of Humboldt

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

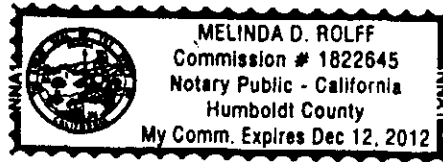
State of California
County of Humboldt

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

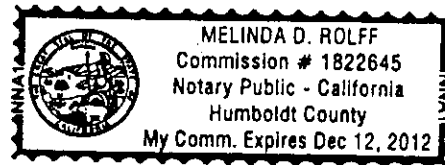
State of California
County of Humboldt

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

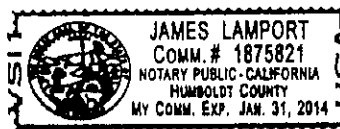
State of California
County of Humboldt

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



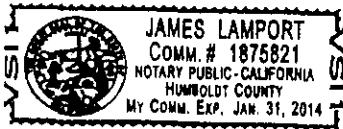
State of California }
County of Humboldt }

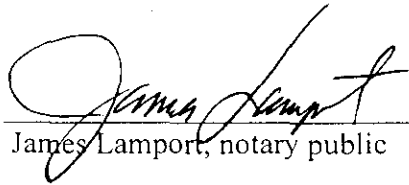
On September 29, 2010 before me, James Lamport, notary public, personally appeared
WADE TRABUE and RONDA TRABUE,
who proved to me on the basis of satisfactory evidence to be the persons whose names are
subscribed to the within instrument and acknowledged to me that they executed the same in their
authorized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

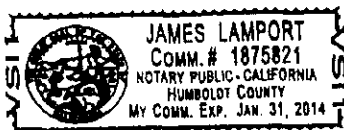
State of California }
County of Humboldt }

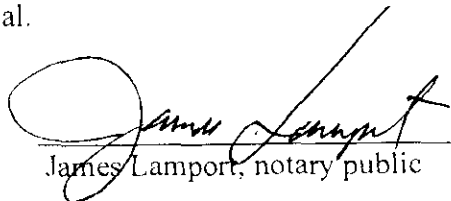
On September 29, 2010 before me, James Lamport, notary public, personally appeared
DEBORAH CONNELLY,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same in her
authorized capacity,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

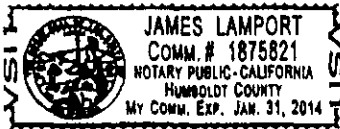
State of California }
County of Humboldt }

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

After Recording Return to
Connick Creek Association
P.O. Box 36
Garberville, CA 95542

1998-2664-11
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder

Recorded by D INGOLD

Rec Fee 37.00

Clerk: MH Total: 37.00

Feb 2, 1998 at 11:29

CONFORMED COPY

RECORDING COVER PAGE FOR AGREEMENT BETWEEN THE GARBERVILLE
SANITARY DISTRICT AND CONNICK CREEK ASSOCIATION

AGREEMENT

This agreement is entered into on the date given below between the Garberville Sanitary District, known in this agreement as District, and Connick Creek Association, known in this agreement as Association.

District provides sanitation services including the collection, treatment and disposal of sewage for the community of Garberville, California. As part of its operation District purchases water from the Garberville Water Company, known in this agreement as GWC, and District owns and maintains a water line that extends from a location near the junction of Thomas Lane and Redwood Drive in Garberville to its sewer plant on the west side of the South Fork of the Eel River for the purpose of transporting the purchased water to its treatment facilities.

Association is an unincorporated association whose members consist of Gregory W. Terry and Kathleen P. Carmer, the sole owners of the property described in Schedule A commonly known as 201 Old Briceland Road, Garberville, California and which will upon completion of the subdivision now being processed consist of 8 five acre parcels of real property. Schedule A is attached hereto and incorporated herein by this reference. Association wishes to obtain water from GWC and to transport the water to the property owned by its members, and to utilize, for part of that distance, the water line owned by District.

District hereby agrees to allow Association to transport water through its water line subject to the following terms and conditions.

1. To accommodate the additional flow of water occasioned by the supply going to Association's members, the District's water line and facilities will need to be upgraded. The upgrade will consist of replacing the existing 5/8 inch line with a 1 and 1/2 inch line from the beginning point (the point where District obtains the water from GWC) to the terminus point (the point where the water line leaves the District property on the west side of the river). In addition Association will install a master meter and a shut off valve and a check valve at the terminus point. The upgrade will be done under the supervision and control of District which will approve all materials and all work. All costs of the upgrade including costs of design, labor and materials, and all costs to the District for supervision, inspection and administration including the cost of preparing this Agreement, shall be paid by Association. District shall remain the owner of this section of the water line.

2. Association will also pay all costs for the installation of the water line extending from the terminus point to the property owned by the Association's members. Association shall own this section of the water line and District shall bear no responsibility for the installation, maintenance, repair or replacement of this section of the water line.

3. The parties acknowledge that subsequent to this agreement and subsequent to the completion of the upgrade described above, the District's water line may be relocated in conjunction with the construction of a new bridge over the South Fork of the Eel River. If the District decides to relocate the water line in conjunction with the new bridge, Association agrees to share equally with the District the cost of the relocation for that portion of the waterline that is west of the river and the proposed bridge to the point where it connects with Association's waterline.

4. The District will maintain its water line from the beginning point to the terminus point. Association will pay half the costs the District incurs in maintaining, repairing, and if necessary, replacing this section of the water line. However, Association will pay all costs if the master meter, shut off or check valves at the terminus point have to be repaired or replaced.

5. District will pay for all water used by District and Association will pay for all water that leaves the terminus point and enters into that section of the water line owned and maintained the Association.

6. Association agrees that no property shall be served by the water line described in this agreement other than the District and the 8 parcels owned by the Association's members and such other parcels as may be governed by prior agreements made by District.

7. Responsibility for performance of Association's duties under this agreement including the responsibility to pay for upgrade described in paragraphs No. 1 and 3 above, the costs described in paragraph No. 4 above, and the obligation to pay for water under paragraph No. 5 above, shall be the responsibility of the Association and in addition of each owner of the 8 parcels, even if the costs were incurred prior to the date the owner purchased the property.

8. Expenses incurred by District under this agreement shall be billed to Association by District not more frequently than monthly nor less frequently than quarterly. Association shall pay the statement in full within thirty-days of billing. Should District determine that Association has failed to comply with the terms of this Agreement, it shall notify Association in writing of its intention to terminate this agreement and shall state the manner in which Association has breached the agreement. Should Association not come into compliance within sixty days of the notice having been sent, District may terminate the Agreement, and disconnect the water line at the

terminus point without further notice. Under emergency conditions--for example, a break in the Association's section of the water line--District may disconnect the water line at the terminus point without prior notice but shall permit reconnection once repair has been made by Association. Association may terminate this agreement by giving District a 90 day notice of termination and by paying District for all obligations incurred up to and including termination.

9. When executed this agreement shall be recorded in such a way as to be placed into the chain of title of each parcel of land described in Schedule "A". The agreement shall inure to the benefit of and shall be binding upon the parties, their successors and assigns.

10. This agreement represents the entire agreement between the parties and may be modified only by a subsequent writing signed by the parties or their successors in interest.

11. Should litigation be commenced by one of the parties to enforce any term of this agreement the prevailing party shall be entitled to such attorneys' fees as the court should determine reasonable.

12. Notices sent to the addresses given below shall be considered properly sent unless a party has given the other a new address in writing prior to the date the notice was sent.

This agreement is entered into in Garberville, California on the 9 day of October, ~~August~~,

1997.

Garberville Sanitary District

by

[Signature]

Connick Creek Association

by

[Signature]
Gregory W. Terry

by

[Signature]
Kathleen P. Carmer

Address:

Box 211, Garberville, CA.

Address:

P.O. Box 36

Garberville, CA 95542

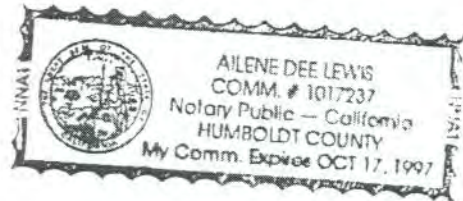
ACKNOWLEDGMENT

State of California
County of Humboldt

On October 9, 1997 before me, Ailene Dee Lewis, a notary public in
and for said State personally appeared ~~Greg W. Terry~~, Greg W. Terry and Kathleen
P. Carmer, ~~personally known to me~~ (or 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 capacity and that by their signatures on the instrument
the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Ailene Dee Lewis



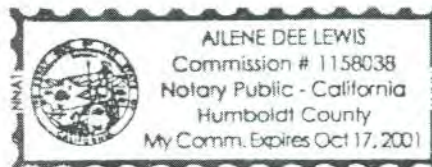
ACKNOWLEDGMENT

State of California
County of Humboldt

On January 22, 1998, ~~1997~~ before me Arlene Dee Lewis, a notary public in
and for said State personally appeared Roy Schunk, ~~Greg W. Terry and Kathleen~~
~~P. Carmer~~, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be
the persons whose names ^{is} are subscribed to the within instrument and acknowledged to me that
they executed the same in ^{his} their authorized capacity and that by ^{his} their signatures on the instrument
the persons, or the entities ^{is} upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.

Arlene Dee Lewis



SCHEDULE A

The land referred to in this report is situated in the State of California, County of Humboldt, and is described as follows:

PARCEL ONE

The Southwest Quarter of the Southeast Quarter of Section 23 in Township 4 South of Range 3 East of Humboldt Meridian.

PARCEL TWO

ALSO COMMENCING at the quarter section corner of the South line of said Section 23;
and running thence North along the quarter section line, 670.4 feet;
thence South 72 degrees 30 minutes West, 440 feet;
thence Southeasterly to a point on the South line of said Section 23, which is 280 feet Westerly from said South quarter section corner;
and thence Easterly along the South line of the section, 280 feet, more or less, to the place of beginning.

PARCEL THREE

A non-exclusive easement for ingress, egress, and public and private utilities for residential and agricultural purposes, over the existing road from the Brice Land County Road to the South boundary of said land, including the bridge over Connick Creek in and over a strip of land 50 feet in width, the centerline of which is described as follows:

BEGINNING at a point on the centerline of BRICELAND ROAD, which bears South 937.84 feet and East 593.18 feet from the quarter section corner common to Sections 23 and 26, Township 4 South, Range 3 East, Humboldt Meridian;
thence North 13 degrees 00 minutes 00 seconds East, 17.23 feet;
thence along a curve to the left with a radius of 60.00 feet, through an angle of 63 degrees 32 minutes 00 seconds for a distance of 66.53 feet;
thence North 50 degrees 32 minutes 00 seconds West, 20.97 feet;
thence along a curve to the right, with a radius of 80.00 feet, through an angle of 36 degrees 42 minutes 00 seconds for a distance of 51.24 feet;
thence North 13 degrees 50 minutes 00 seconds West, 57.39 feet;

SCHEDULE A (continued)

PARCEL THREE (continued)

thence along a curve to the left, with a radius of 600.00 feet, through an angle of 1 degree 58 minutes 30 seconds for a distance of 20.68 feet;
thence North 11 degrees 51 minutes 30 seconds West, 103.11 feet;
thence along a curve to the left, with a radius of 50.00 feet, through an angle of 114 degrees 02 minutes 00 seconds for a distance of 99.51 feet;
thence South 54 degrees 06 minutes 30 seconds West, 156.56 feet;
thence along a curve to the left with a radius of 125.00 feet, through an angle of 13 degrees 35 minutes 00 seconds for a distance of 29.63 feet;
thence South 40 degrees 31 minutes 30 seconds West, 80.05 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 52 degrees 10 minutes 30 seconds for a distance of 91.06 feet;
thence North 87 degrees 18 minutes 00 seconds West, 139.20 feet;
thence along a curve to the left with a radius of 250.00 feet through an angle of 4 degrees 35 minutes 15 seconds for a distance of 20.02 feet;
thence South 88 degrees 06 minutes 45 seconds West, 84.80 feet;
thence along a curve to the right with a radius of 100.00 feet, through an angle of 39 degrees 01 minute 45 seconds for a distance of 68.12 feet;
thence North 52 degrees 51 minutes 30 seconds West, 98.29 feet;
thence along a curve to the right with a radius of 100.00 feet, through an angle of 28 degrees 53 minutes 30 seconds for a distance of 50.43 feet;
thence North 23 degrees 58 minutes 00 seconds West, 64.64 feet;
thence along a curve to the right with a radius of 300.00 feet, through an angle of 6 degrees 35 minutes 30 seconds for a distance of 34.51 feet;
thence North 17 degrees 22 minutes 30 seconds West, 67.42 feet;
thence along a curve to the right with a radius of 60.00 feet through an angle of 162 degrees 58 minutes 00 seconds for a distance of 170.66 feet;
thence South 34 degrees 24 minutes 30 seconds East, 5.71 feet;
thence along a curve to the left with a radius of 70.00 feet, through an angle of 129 degrees 28 minutes 00 seconds for a distance of 158.17 feet;

SCHEDULE A (continued)

PARCEL THREE (continued)

thence North 16 degrees 07 minutes 30 seconds East, 38.09 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 33 degrees 42 minutes 00 seconds, for a distance of 58.82 feet;
thence North 49 degrees 49 minutes 30 seconds East, 31.79 feet;
thence along a curve to the right, with a radius of 100.00 feet, through an angle of 20 degrees 36 minutes 00 seconds for a distance of 35.95 feet;
thence North 70 degrees 25 minutes 30 seconds East, 65.65 feet;
thence along a curve to the left, with a radius of 100.00 feet, through an angle of 48 degrees 56 minutes 00 seconds, for a distance of 85.40 feet;
thence North 21 degrees 29 minutes 30 seconds East, 130.95 feet;
thence along a curve to the right, with a radius of 550.00 feet, through an angle of 5 degrees 13 minutes 00 seconds, for a distance of 50.08 feet;
thence North 26 degrees 42 minutes 30 seconds East, 102.61 feet, to the South line of said Section 23.

PARCEL FOUR

The non-exclusive right to use in common with others, the existing road running in a Northerly direction from said lands to the County Road and the Summer Bridge across the Eel River. This right is subject to the terms of an agreement between Velma V. Marshall and Donna Dae Brisbin, being the same as conveyed to Gregory N. Terry, et ux, in deed recorded November 6, 1990, as Recorder's File No. 1990-27131-6.

PARCEL FIVE

The right to take and use water from the following sources of water:

- a) A spring on land now owned by DONNA DAE BRISBIN located as follows:

At a point North 15 degrees 30 minutes West, 1,580 feet from the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 23, Township 4 South, Range 3 East, Humboldt Meridian, together with the right to lay and maintain a pipeline from said spring to the Southwest Quarter of the Southeast Quarter of said Section 23.

SCHEDULE A (continued)

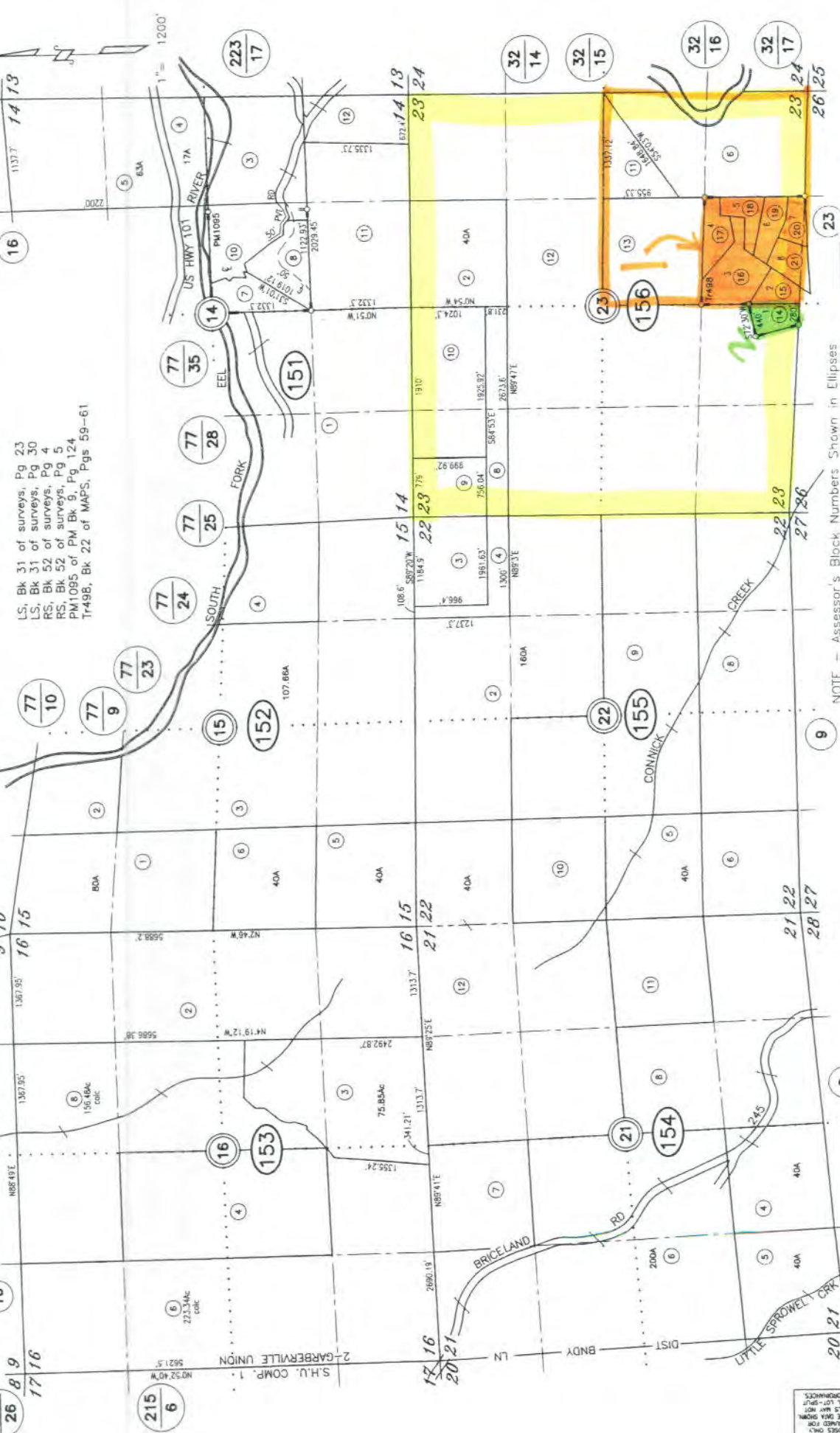
PARCEL FIVE (continued)

- b) One-half of Grantor's right to take water from the site near Eel River on property owned by Pancoast lying to the East of the Tario property, as set forth in a Grant of Easement recorded November 29, 1968 in Volume 983, Official Records of Humboldt County, page 245.

Being the same as conveyed to Gregory W. Terry, et ux, in deed recorded November 6, 1990, as Recorder's File No, 1990-27131-6.

EB/ch

SECS 16, 21, 22, 23 & PTNS SECS 14 & 15 T4S, R3E H.B. & M.



NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles.
 Assessor's Map Bk. 222, Pg. 15
 County of Humboldt, CA.

Mar 10, 2011

ASSASSOR'S PARCEL MAP
 1. THIS MAP WAS PREPARED FOR
 2. NO LIABILITY IS ASSURED FOR
 3. ADDRESS OR PARCELS ARE NOT
 4. COMPARE WITH LOCAL LOT-10-10-10
 5. OR PLANNING SITE DEVELOPMENTS



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

CONNICK CREEK WATER USE AGREEMENT

July 28th 2026

You have a water service agreement which was approved in 2020, by the property owners and Garberville Sanitary District

- 1. GSD provides the water for Connick Creek through a Master Water Meter.**
- 2. The water distribution system including installation or repairs is the responsibility of the property owners.**
- 3. GSD is not allowed to do repairs in Connick Creek, per contract.**
- 4. We read the individual water meters monthly, and customers are billed for water usage.**
- 5. When there is a water leak, the water will be turned off to Connick Creek because we cant allow the leak to drain all water tanks in the District.**
- 6. When all individual water meters are read and there is a water use overage above the master meter, somebody must pay that overage or water will be turned off because of non-payment.**
- 7. The water overage has been paid by Young Jacobsen until now but he will no longer be paying this overage, so somebody or all of you must decide who is paying for the additional water usage each month.**
- 8. My recommendation is that you meet as your contract says you will, and develop a new agreement which addresses, water distribution system, leaks and who will pay the water overage.**

LEGAL COUNSEL INTERPRETATION AND RECOMMENDATION

Regarding this situation, and in anticipation of a call you and I will have on the subject, my reading is as follows:

1. Association allocates the overage internally. The individual Association property owners (on "their side" of the master meter) can agree among themselves how to split overages: equal shares, pro rata by metered use, by frontage/parcel, or charged to the owner tied to the leak if identifiable. The 2022 GSD letter strongly suggests this is what GSD expects the owners to do.

2. GSD and the owners amend or restate the contract to add an overage-allocation rule. Because the recorded 2010 agreement says amendments must be in a writing signed by the District and all then-owners of the involved properties, a binding new agreement will be necessary if GSD wants enforceable clarity regarding overage allocation and/or collection against individual owners.

3. If no one pays, GSD may shut off water. That is stated directly in the 2022 letter. So even if allocation is disputed, the documents support GSD taking the position that continued service depends on the overage being paid and leaks being fixed.

If overages exist between the master meter and the members' meters, GSD can bill the Association for that total discrepancy and require payment, but the current documents do not clearly give GSD a built-in mechanism to force a specific allocation among the members. That is why GSD's letter pushes for a new agreement addressing overages, and that agreement is not forthcoming based on your message, correct?

I do not care how you decide to address these issues but the water will be turned off if water overage is not paid and leaks are not fixed.

I am willing to meet with you to find a solution to these matters but this is your responsibility and property, so GSD has no authority with an area outside of District boundaries.

Ralph Emerson

**General Manager
Garberville Sanitary District**

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 4:30 P.M. on the 25th of each month and if not paid a \$15 late charge will be applied.

- a. Customer Bills:
Bills will be mailed by the first of each month.
- b. Late Payments Procedure:
 - (1) Bills past due - Courtesy Call
 - (2) ~~60~~ 30 days past due - Shut off notice - Hand delivered to service address. Owner of Property Notified.
 - (3) 7 days after shut off notice is delivered - Water service will be discontinued. Owner will be notified. There will be a \$100 reconnection fee due, prior to water reconnected. (See Sec 10.1 Disconnection for non-payment) (See Sec 10.1 Disconnection for non-payment)
 - (4) One Year past due—Lien on building/property - File Small Claims Suit against owner/customer for service charges owed with associated fees and late charges, plus \$500 for staff time and legal expenses.
 - (5) Two Years past due - Turn over to collection agency.
 - (6) Two Years of non-payment will result in meter being removed with owner or property manager notified that a new water and sewer connection fee will be required before services will be reconnected.

Adjustments to bills- Payment Plans:

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

- c. NSF (non-sufficient funds) from any payment source will require the customer pay all bank charges and a \$35 handling fee.
- d. Upon 2 NSF (non-sufficient funds), within a 12-month period automatic payment will be denied until an agreement can be reached with the General Manager or designee.

- e. Tampering with water meters or turning meters on after being turned off for non-payment may result in a customer fine of \$200 and a reconnection fee of \$100 which must be paid with all outstanding service charges before water will be turned on unless an agreement is made with the General Manager or Designee.
- f. Service Charge Discount may be available for any customer that verifies they are over the age of 62 and have a combined income of less than \$24,000 annually. Customers who qualify may receive a (\$30) credit which can be used to decrease their monthly service charge. A service credit will only be authorized if water usage is below (10) units (7,500 gallons) in a given month, the service charge discount will be voided for that month if customer uses (11) units of water or above.

Adopted 1/26/2021

ADDITIONAL PROCEDURES TO AVOID DELINQUENT SERVICE CHARGES

1. Owners of property will be given an annual letter which explains that they are responsible for all service charges. This letter will include the "Payment of Bills" The GSD Ordinance, with past due procedures.
2. The owner of premise must sign request for service application as responsible party **for every change of occupancy** or service will be denied. **(Application in Office)**
3. **Contact Owner of property or building of payments that are past due Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owners responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full.**
4. Notify Owner that they are responsible for all past due payments.
5. Contact renter and owner of property about entering a payment plan which will keep water turned on, while paying an agreed upon amount of additional money to service bill each month until past due balance is current.
6. follow the approved payment of Bills Ordinance Sec 9.5, with additional legal action if payment plan is not complied with or when past due amount requires small claims court judgement and filing a lien on property.
7. Uncollected Service Charges may be turned over to a collection agency for recovery of those past due charges, which may include taking owner and tenant to small claims court for a judgement, that will be used for a lien on property, or attaching wages and taxes.

8.. The District may require a credit check at time of service at customer expense.

9. Based on credit history, A \$200 deposit may be required at time of service, which will be refunded if all service charges are paid after leaving premise.

RESPONSIBILITY OF PROPERTY OWNER FOR SERVICE CHARGES

Property owners are responsible for water/sewer service charges if their renter or tenant becomes delinquent or vacates premise, prior to paying all charges associated with property, house, or business.

The District will make every reasonable attempt to work with tenant/renter in paying their service charges but when unable to collect the past due charges, the owner will be responsible and nobody will be allowed water/sewer service to this property, until all past due charges are paid or a payment plan is agreed to between owner and District.

Upon 30 days past due, the property owner will receive a phone call, email, bill or text, about the past due status of their tenant, at such time, it will be the owners responsibility to pay all past due charges or water service will be shut off until all past due amount is paid in full.



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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. This agreement guarantees that the owner is responsible for their property and for all unpaid service charges.

- a. Customers are required to place a deposit of (\$200), refundable or applied to account after 2 years of good payment history.
- b. Owner will be responsible for any unpaid charges. Account must be current before customer'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 14.5 Drought Contingency Plan.

During drought conditions as identified by the State of California, Humboldt County or Garberville Sanitary District, the Drought Contingency Plan will go into effect immediately.

This plan will be implemented by Garberville Sanitary District and the public will be made aware of this plan through the media, [Robo Call](#), [Website](#), and customer outreach.

Customers will be required to conserve water including but not limited to gallons per day water usage and if they don't comply, may be fined for gallons of water used above the maximum allowed.

Customers that require water for agricultural or outdoor use during Summer months will be required to have adequate water storage to meet their demands, in the event of a drought or repairs because on (Phase 2) of the Drought Contingency Plan, water will be disconnected or restricted for outdoor use.

Those Customers who choose not to have water storage may have water disconnected during drought events or repairs to distribution system which is why it is recommended to have enough storage for your personal use.

Customers who disregard the drought phases will be in violation and subject to fines which begin at \$100 per occurrence/day beginning with (phase 2-4) and can result in water disconnection with a \$1,000 reconnection fee for continued violations over 5 days. The fine will be determined by the General Manager or designee under the direction of the Governing Board.

1. 1st phase of drought conservation plan will require all customers to voluntarily reduce water consumption. (10cfs) in South Fork of Eel River
2nd phase will be to stop all outdoor watering for everything except animals, vegetables or fruit. (7cfs)
3rd phase will require only using water on specific days, designated by GSD (5cfs).
4th phase requires all customers to only use water for health and safety, with no outside watering (4cfs)
2. Continual updates to customers will educate and inform of conditions
3. Ongoing: develop alternative water sources including, wells, springs, shared water with neighboring water districts including water hauling.
4. Ongoing: gray water education for irrigation
5. Ongoing: educate customers on personal water storage opportunities and conservation measures
6. Ongoing: leak monitoring and repairs
7. Ongoing: build additional water storage tanks or ponds
8. Identify all diversions from the river or GSD distribution system and report to law enforcement.

Ongoing: Participate in all drought planning forums to share ideas and planning strategies while developing partnerships on collaborative water projects and funding opportunities