

#7

Public Comment

Ramirez, Angelica

From: Marc Chytilo <marc@lomcsb.com>
Sent: Friday, May 20, 2022 10:56 AM
To: sbcob
Subject: SBCRC letters to BOS
Attachments: SBCRC letter to BOS Everbloom 5-20-22 Complete .pdf; SBCRC letter to BOS Creekside 5-20-22 Complete.pdf

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Clerk – attached please find two letters, one for each of the two permit hearing items on the Tuesday agenda, as noted in the caption for each letter.

Thank you

Marc

Marc Chytilo
 Law Office of Marc Chytilo, APC
 Post Office Box 92233
 Santa Barbara, California 93190
 Phone: (805) 682-0585
 Email: Marc@lomcsb.com
 We Saved the San Marcos Foothills - Forever! <https://www.foothillsforever.org/>



May 20, 2022

Santa Barbara County Board of Supervisors
105 E. Anapamu Street, Fourth Floor
Santa Barbara, California 93101

By Email to: sbcob@co.santa-barbara.ca.us

Re: 3508 Via Real, Creekside Cannabis Cultivation, May 24, 2022, Item # 7

Chair and Honorable Members of the Board of Supervisors:

Please accept this letter of support from the Santa Barbara Coalition for Responsible Cannabis (the "Coalition") for the current Cannabis cultivation project proposed at 3508 Via Real (the "Project"), item # 7 on your May 24 agenda. As a result of extensive negotiations with the undersigned, the Project relies **exclusively on a carbon scrubber system** to filter odors and includes a robust Odor Management Plan that includes the four-level tiered response to odors. As explained below and contained in the attachments to this letter, the Contract between the Coalition and the site operator includes a series of binding, enforceable actions and commitments that are intended and designed to ensure that the Project will not cause significant or persistent odors in public locations. This Project represents another significant advance in the evolution of cannabis odor control in vented greenhouses and based on the commitments applying to each part, the Coalition urges its approval.

The Coalition is a non-profit, community benefit organization seeking to ensure that odor and other impacts from commercial scale cannabis operations in Santa Barbara County do not significantly and adversely impact surrounding land uses. The Coalition has appealed numerous permits, supported research, testing and implementation of promising odor detection and control technologies, worked with responsible growers who agree that pervasive offsite odors are not acceptable, and appeared before your Commission and the Board of Supervisors to seek the imposition of enhanced conditions on projects as well as revisions to the County's cannabis permitting and licensing ordinances.

Carpinteria is a priority area for the Coalition due to the concentration of cultivation and processing facilities, cannabis cultivation within vented greenhouses, proximity to residences on land zoned both residential and agricultural, and reliance on chemical deodorizers as the primary form of odor control.

One of the Coalition's leading objectives in Carpinteria has been and remains to advance the development and implementation of odor control technologies which capture and eliminate the migration of detectable concentrations of Odor Causing Compounds beyond the boundaries of individual cannabis facilities. The Coalition has also prioritized advancing technologies for real-time detection and measurement of cannabis odors as gateway tools to predicting and stopping the generation of odors or effectively controlling those odors which are generated. Finally, the

Coalition has sought to develop a robust and effective set of operator and community responses to cannabis odor episodes, the ultimate goal being the elimination of significant or persistent odors in all publicly-accessible areas in Carpinteria and in all homes, schools, youth and day care centers.

With these objectives and priorities in mind, the Coalition entered into discussions with the leadership and members of the CARP Growers cannabis trade association, which includes and represents over 20 cannabis operations, the vast majority of Carpinteria's licensed cannabis operators. CARP Growers expressed support for these same goals and a commitment to employ best practices at all member operations. These discussions led to an enforceable Comprehensive Contract between the Coalition, CARP Growers and each of the CARP Growers members that is attached as Exhibit 1 to this letter (the "Comprehensive Contract"). A Model OAP (attached as Exhibit D to the Comprehensive Contract) was developed and integrated¹ into the project Odor Management Plan that addresses odor control; and odor monitoring technology and protocols, community engagement and tiered odor complaint responses and corrective actions. The County Planning and Development staff also participated in shaping the Model OAP in order to make it acceptable for inclusion in County cannabis permits and OAPs. A set of Community Odor Guidelines ("Guidelines"), which includes contractual commitments that the County could not enforce, is included as Exhibit B to the Comprehensive Contract.

The Coalition and CARP Growers hopes and expects that the framework established in the Comprehensive Contract, the Guidelines, as well as the Model OAP, when it has been fully integrated within the OAP of each CARP Growers member's project, will culminate in the elimination of significant perceptible odors from cannabis operations in Carpinteria. This outcome will not be instantaneous, and will require continued effort by CARP Growers, its members, the Coalition, and the scientists and engineers advising the parties. Additionally, success requires the continued engagement of County staff and decisionmakers, and the Carpinteria community.

A central element of this approach is the development, deployment and testing of effective carbon scrubbers in vented greenhouses and sealed processing facilities. While conventional carbon scrubbers have generally proven to be effective in controlling odors at sealed processing facilities, their deployment in the greenhouse environment has proved problematic due to high humidity, abundant particulate matter, and the volume of air moving in and out of greenhouses during the daily progression of opening and closing vents and blackout curtains.

The Coalition acknowledges and applauds the extensive research, testing, and development efforts undertaken by members of CARP Growers, in particular the operators of the Project, working with technicians at SCS Engineers, among others. This effort pioneered development of prototype regenerative carbon scrubber systems ("RCSS") that in preliminary tests have exhibited effective and lengthened periods of sequestration of Odor Causing Compounds that are critical for widespread deployment. A full greenhouse-scale study is underway, and if this study confirms the effectiveness of the RCSS at greenhouse scale, this technology will represent the Best Available Odor Control Technology for cannabis cultivation in vented greenhouses. This will in turn lead to expanded deployment of RCSS or comparably vetted carbon scrubber systems throughout the

¹ See the "Conformance Matrix" on Page 2 and § 1.9 "Odor Monitoring and Response", pages 21-27 of the Creekside Blooms Odor Management Plan, 1/20/22, attachment F to the Planning Commission materials.

Carpinteria cannabis industry as these units become more widely available. Several other cannabis operators have committed to use regenerative carbon scrubber technologies to control odors in cultivation areas.

The applicant is a member of CARP Growers and a signatory to the Comprehensive Contract. The Project's operators have been leaders in the development and refinement of the odor control and detection technologies, and in providing a substantive, science-based approach to cannabis odor control in Carpinteria.

While the Comprehensive Contract acknowledges that a number of Unresolved Issues remain, it lays out a program for clarifying and ultimately resolving all such issues and implementing verifiably effective odor control and real-time objective odor detection technologies. The Odor Response Protocol in the Model OAP includes an essential backstop which provides that if a particular operation is not effective at controlling odors, it is required to conduct a revised, independent Best Available Control Technology ("BACT") analysis designed to identify and ultimately solve odor prevention and control issues at that site and, once the revised BACT is identified, the operator is obligated to implement it. This Backstop Provision provides a legally enforceable process to keep operators and CARP Growers working to solve significant and/or continuing cannabis odor issues until they are finally resolved, and it is this provision that offers the community assurances that cannabis odors from responsible, participating operators will not continue to plague Carpinteria.

Based on the Project's status as a signatory to the Comprehensive Contract, its commitment to the Model OAP and Community Odor Guidelines, as well as its operator's leadership in developing and refining odor detection, prevention and control technologies, and without prejudice to the class action lawsuit, the Coalition offers its strong support for approval of the Project.

Thank you for your time and consideration.



Rob Salomon

For Santa Barbara Coalition for Responsible Cannabis

Encl: Comprehensive Contract listing signatories and including Model OAP (Exhibit D) and Community Odor Guidelines (Exhibit B)

**Carpinteria Association for Responsible Producers (CARP) Growers &
Santa Barbara Coalition for Responsible Cannabis Inc**

Contract

August 20, 2021

This-Contract is made and entered into by and among, on the one hand, CARP Growers, a California nonprofit mutual benefit corporation, together with its undersigned individual members (each, a “CARP Grower Member;” collectively, “CARP Growers”), and, on the other hand, the Santa Barbara Coalition for Responsible Cannabis, Incorporated, a California nonprofit public corporation, together with its undersigned individual members (collectively, “Coalition”). CARP Growers and the Coalition may hereinafter be referred to, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, CARP Growers is a California mutual benefit corporation and an association of cannabis industry leaders who are committed to promoting best practices. The mission of CARP Growers is to foster a positive relationship with the community of Carpinteria and operate at the highest standards. CARP Growers membership includes over 20 member farms (Exhibit A, CARP Growers Membership).

WHEREAS, the Coalition is a California public benefit corporation dedicated to protecting local community interests from adverse impacts from cannabis operations countywide, and supporting a sustainable and responsible cannabis industry in Santa Barbara County. The Coalition was formed in response to its belief that the County’s regulatory regime was inadequate for cannabis and has allowed and caused various communities in Santa Barbara County to experience odor and adverse impacts from unregulated and under-regulated cannabis operations and lacks specific procedures for operators to make odor control system upgrades after permit approval. The Coalition has undertaken advocacy activities to protect community interests. The Coalition recognizes the potential benefits of collaboration with operators and leaders in the local cannabis community and is entering into this Contract for the purpose of achieving its objectives of protecting local communities by engaging with certain responsible members of the cannabis community through working relationships based on common goals of addressing and resolving cannabis’ community impact issues.

WHEREAS, CARP Growers and the Coalition are entering into this Contract to advance their collective efforts to prevent cannabis operations from causing adverse community odor impacts, to advance the development and swift implementation of advanced and evolving best available odor control technologies (BACT) and science-based objective odor monitoring technologies, to ensure timely and effective responses to odor episodes, and to promote transparency and

cooperation between cannabis operators, the public, and the Coalition. Over the course of several months, the Parties have discussed and agreed upon various goals, priorities, practices and actions to address and resolve odor impacts associated with cannabis operations in Carpinteria. This Contract formalizes legally binding & enforceable obligations of the Parties to the specific terms herein, and outlines the Parties' ongoing commitments to resolve the unresolved and future issues of concern and interest related to odor. CARP Growers Member farms commit to continuously employing the best available control technology based on BACT Analysis at specific sites and controlling odors from their facilities per this Contract.

WHEREAS, the Parties agree on the benefit of and need for developing, refining and expanding the state of science concerning various aspects of cannabis cultivation, in particular odor control. CARP Growers, the CARP Growers Odor Committee and certain CARP Grower Members have undertaken research into some of the Unresolved Issues (as defined below), including weather monitoring networks and stations, control technologies, objective Odor Detection Thresholds, odor detection technologies and the identity of specific Odor Causing Compounds, detection and monitoring technologies, and adopted a confidential Work Program (Refer to Exhibit C) with timelines for addressing and resolving certain issues and sub-issues. The Coalition strongly supports those efforts and the development of objective, measurable standards for as many elements of odor detection & control as is feasible.

WHEREAS, the Parties acknowledge that much of the data, analysis and report preparation in the advancement of the state of the science involve private, confidential, trade secret and other sensitive information. All sensitive communication, technical reports, documents, data and information prepared by CARP Growers and shared between the Parties as part of this Contract that is not otherwise public is confidential and is disallowed for use in any challenge or appeal affecting a pending or approved coastal Development Permit, CUP, DVP, other land use permit, business license, or other governmental authorization to operate.

WHEREAS, the Parties concur on the benefits of involving and educating the community concerning many technical and policy aspects of cannabis cultivation. The Parties desire to work cooperatively and at times jointly in such community education, such as through workshops, educational events, and similar functions. Whenever possible without causing harm or risk to any of the Parties or for other tangible reasons, the Parties shall strive to make information, including joint efforts and programs, research and major milestones, open to the public to review.

WHEREAS, the Parties recognize the uncertainties and challenges entailed in fully and finally resolving cannabis-related odor issues in Carpinteria. The Parties shall pursue the evolution and resolution of such issues in accordance with the Workplan contained in Exhibit C, which is incorporated herein by reference and as may be periodically updated by mutual agreement, and as otherwise detailed in this Contract. In addition to the regular communications detailed herein, the Parties shall confer and specifically discuss progress towards addressing and resolving all

Unresolved Issues on 90 day intervals. As a prerequisite to legal enforcement of this Contract, if at any point the Coalition demonstrates with objective evidence that CARP Growers is not making expeditious and good faith progress towards resolving these issues based on the Workplan and various reports, it may so inform CARP Growers in writing, identifying the feasible milestones that must be accomplished in the following 90 days. If 90 days after the initial objection is transmitted, and CARP Growers are not operating in substantial compliance with the Workplan, the Coalition may:

- a. Engage a mediator at CARP Growers' expense to facilitate a resolution of the issues between the parties;
- b. Notify County officials of lack of satisfactory progress; and
- c. Cease from supporting permits for CARP Growers Members.

These Recitals are re-incorporated below by reference as operative elements of this Contract.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Model OAP. The Parties have developed and agreed upon the terms and elements of a Model Odor Abatement Plan, including odor control technology (technology and practices), odor monitoring technology and protocols, community and neighbor engagement, and Odor Complaint Response and Corrective Actions ("Model OAP"), attached as Exhibit D. All CARP Grower Members will promptly adopt and implement the Model OAP. Adoption and implementation of the Model OAP shall be made a requirement for membership of CARP Growers. Substantially the same Model OAP will be adopted and implemented by all CARP Grower member farms. CARP Growers agree to follow the procedures in the Model OAP. (Refer to Exhibit D for Model OAP).

As part of this Contract, CARP Growers Members will promptly submit the Model OAP to the County in pending permit applications, projects under appeal and/or as permit modifications or revisions (as appropriate) to approved CDPs (collectively the "CARP Grower Projects"). The Model OAP will run with the land as an enforceable component of the County's approved permit for so long as cannabis is cultivated on the site.

As significant improvements to control technology (BACT) are identified and the applicability established, including without limitation through third party testing, CARP Growers Members each shall, subject to commercial availability and onsite power requirements, promptly update their OAPs to include & implement such new best available odor control technologies, equipment, practices and methods that may apply to each individual CARP Growers Members operation.

2. Unresolved Issues. At the time of entering into this Contract, there remain several unresolved issues that bear upon the Model OAP and future iterations of the OAP and to the cooperative working relationship among the Parties, including: a) delineation of the current and future best available control technology (BACT) for mixed light cultivation; b) correlation of property line or other identified site location (eg vent) concentrations of odor-causing compounds to odor observation at receptor sites sufficient to ensure the absence of odor episodes in publicly-accessible locations (defined below); c) the identity of specific Odor Causing Compound(s); d) definition, detection and measurement of an objective, measurable Odor Detection Threshold, the exceedance of which represents impermissible odorous air; e) methods for correlating an odor episode to a specific Grower or Growers for purposes of Corrective Action under the OAP; and f) steps to modify the County's process for revising OAPs, so as to facilitate integration of BACT upgrades and other technological changes and to substitute the improved Model OAP for an existing, approved OAP. Resolution of these issues requires the good faith cooperation of the Parties, sharing of information and discussion of issues, and the evolution of technologies and the regulatory environment. The Work Program shall be periodically updated and identify timelines for the resolution of each Unresolved Issue and specific dates for completion of analysis and final resolution of the issue.

The following are the Parties' goals concerning these Unresolved Issues and the current understanding concerning certain key issues:

BACT Definition, Revisions, and Implementation: The term best available control technology, or BACT is a term of art that is defined under air pollution control law and policy. CARP Growers will employ BACT for odor control at their operations consistent with applicable law and any applicable permits. At the time of this Contract, the Parties are encouraged by pilot studies, prototype models and preliminary testing that support the use of carbon scrubber filtration systems in cultivation areas containing flowering cannabis & all processing areas. CARP Growers and their members shall share all information, data, reports, studies and monitoring results concerning the efficacy of odor control technologies, including under Confidentiality Agreements and/or Privileges as necessary, to involve and engage the Coalition in the ongoing process to define and refine BACT over time. CARP Growers shall periodically invite and include the Coalition or their representatives to attend/participate in CARP Growers' Odor Committee, and the Parties agree to define, refine and implement BACT so long as cannabis operations continue at each CARP Growers' operation. The Parties' Goal for Odor Control, via BACT technologies, Grower practices and other strategies, is to achieve effective odor control such that no significant odors arising or emanating from a cannabis project within a CARP Grower Member's facilities' property line are detected beyond such property line. CARP Growers shall promptly share all data, reports and analysis of BACT with the Coalition as this information is prepared and notify Coalition prior to any member's submittal of documents or information to the County concerning BACT at each member's site.

Definition of Publicly-Accessible Location (“PAL”). The Parties recognize that existing technologies and knowledge precludes enforceable assurances that odors will remain on the cannabis premises. CARP Growers will, in partnership with the Coalition, establish a new and enhanced community odor inquiry program which will be accessible to all members of the community, which invites the public to submit odor inquiries, not just when they experience fugitive odors on residentially zoned areas (as defined in the County’s ordinance) but also to submit odor inquiries when the public experiences odor in “Publicly Accessible Locations.” PAL are defined as: 1) all areas that the public may freely access, including businesses, day care centers, youth centers, parks, churches, 2) residential parcels that are within 1,000 feet measured from the property line of any parcel containing an odor emitting structure, and 3) any location within 1,000 feet measured from the property line of any parcel containing an odor emitting structure. Notwithstanding these definitions, for purposes of this program and Contract, PAL shall currently be interpreted to not include roads or sidewalks that are not located in residential neighborhoods or residentially zoned areas (Non-Residential Roads and Sidewalks). Both parties agree to an annual reopener to discuss the expansion of the definition of PAL to include Non-Residential Roads and Sidewalks as a PAL as expeditiously as practicable, with the first reopener discussion to be held on January 3, 2022. Technology to consistently prevent odors from escaping to Non-Residential Roads and Sidewalks is not yet proven but the Parties expect it will successfully evolve to achieve that, and commit to taking such steps as are necessary to identify and implement the technology necessary to achieve that goal. For so long as PAL excludes Non-Residential Roads and Sidewalks, CARP Growers members that receive odor inquiries regarding odor on Non-Residential Roads and Sidewalks shall record and make available to the CARP Growers and the Coalition such odor inquiries. These records shall be used only to inform the Parties as to the magnitude of the odor issues on such Non-Residential Roads and Sidewalks.

Community Role in Odor Identification and Resolution: In the interest of responding rapidly to odor inquiries and based on the time sensitive nature of identifying and controlling the odor source, Operator invites the public to contact the Primary Odor Contact directly with any odor concerns, or to submit an inquiry to ensure prompt and conclusive action. Any odor inquiries or correspondence that is received will be continuously monitored and immediately routed to the Primary Odor Contact for a timely response. This requires reporting of the time and specific location of any offsite detection. Operator encourages community participation and commits to identifying the cause of Odor Episodes, so that Operator can continue to improve the efficacy of its odor abatement systems and operating procedures, with the long-term goal of eliminating fugitive cannabis odors.

Odor Control Goals: With the advance of science, technology and practices, the Parties intend and state as a specific, important and common goal that odor be controlled such that there will be no significant detectable odors at any PAL. CARP Growers agree to implement all available and

demonstrated effective odor control technology that is reasonably expected to achieve, or to materially advance achievement, of this goal of no significant detectable odor at any PAL.

Notification and Reporting to the Coalition: CARP Growers commits to sharing with the Coalition all relevant odor control and response information, including but not limited to the following, with confidential information transmitted under protection of a NDA:

- a) Weather Data identified in OAP Section 1;
- b) Initial Baseline Audit and any other Monitoring Data per OAP Section 3;
- c) After Episode Reports per OAP Level 1-4 Responses;
- d) Report conclusions of investigations per OAP Levels 1-4, including corrective actions;
- e) Determinations regarding the presence or absence of odors at reporting locations after corrective actions are undertaken;
- f) Reports detailing efforts taken to resolve odor complaints; and
- g) Reports regarding BACT analysis per Level 4 response.

CARP Growers will notify the Coalition if the Operator possesses evidence that the Operator is not the likely source of or a likely significantly contributing source of reported odors.

CARP Grower members will notify and offer to meet with the Coalition, as part of OAP Level 3, to share conclusions and review strategies for resolving the Unresolved Odor Episode.

Odor Causing Compound(s): the role of terpenes, thiols, other compounds, or combinations thereof as the malodorous Odor Causing Compounds creating community objections and public nuisance is under investigation. If one or more Odor Causing Compounds are identified, odor control equipment and measuring devices shall focus on those Odor Causing Compounds or on other correlated compounds that act as surrogates of Odor Causing Compounds for all such purposes.

Monitoring Odor and Odor Causing Compounds: The Parties agree that the equipment and techniques for objectively measuring and monitoring odor levels and the concentrations of Odor Causing Compounds emitted from cannabis facilities will be important to documenting impacts, guiding odor source(s) identification and guiding odor control, among various purposes. The Parties' Goals for Odor Monitoring is, as soon as possible, the development, refinement and implementation of odor monitoring and detection tools to identify sources of odors (particularly among several potential sources), to determine appropriate concentrations of Odor Causing Compounds in the greenhouses and/or at greenhouse vents that prevent detectable odor conditions, based on modeling and observations, such that detectable odor conditions will not be experienced beyond the property line, and to project the areas to which such odors are transported, to enhance control strategies, among other uses and functions. Odor monitoring may involve odor panels, analytical measurement systems, surrogates and other tools. Odor modelling may be useful in certain applications, such as where sources are combining to create

odor episodes or the individual sources of odors cannot be otherwise easily identified. As community odor detection tools and systems are advanced (such as establishing a different odor detection threshold and demonstrated reliable monitoring systems) the CARP Growers will update and revise their Odor Inquiry confirmation protocols to employ best available information, tools, standards and systems to document and quantify Odor Episodes and guide enhanced Corrective Actions.

Odor Detection Thresholds: the Parties acknowledge the importance of a numerical standard of an Odor Causing Compound or surrogate where the concentrations of Odor Causing Compounds causes objectionable types and intensities of odor. The Parties' Goal is to define an Odor Detection Threshold based on the concentration of an Odor Causing Compound or surrogate, to serve as a means to avoid odor episodes and monitoring and avoiding migration of odors offsite. Based upon the research being carried out by CARP Growers, the Parties currently believe it is feasible to define such a numerical Odor Detection Threshold.

Odor Episode Confirmation: the Parties intend to utilize the identification of select Odor Causing Compounds and empirically derived Odor Detection Threshold(s) to identify an objective numerical concentration of an Odor Causing Compound or surrogate to predict or estimate the presence or absence of objectional odor conditions.

Correlation of odors to a specific Grower or facility: the Parties agree that tools and processes for responding to persistent or repeating odor episodes where no single facility is the clear or identifiable source need to be developed and refined to allow appropriate enforcement through the isolation/identification of the source or sources of odors in PALs. The Parties share the goal of developing and implementing such tools and techniques to isolate an odor source among several sources, understanding cumulative development of odors, and strategies for resolving odor episodes. The ability to distinguish a problematic odor source among proximate greenhouses is a high priority and shall be specifically included in the Work Plan.

When no single facility is the clear or identifiable source of odor, the CARP Growers will work with the Coalition to initiate the following procedures:

- a) Convene the operators in the region in which there are ongoing and unidentifiable odor complaints;
- b) Deploy best available odor measurement device to conduct measurements of odor causing compounds in each facilities' greenhouse;
- c) Compare these results to the agreed upon Odor Detection Threshold (Greenhouse Concentration Limit) to determine which facility or facilities may be exceeding the ODT/greenhouse concentration limit, which indicates objectionable odor concentration.
- d) If a facility or facilities are identified as likely sources of objectionable odors, they shall initiate the procedures identified in Level 2, 3 and 4 of the OAP until the source of emissions is identified and mitigated.
- e) The facility or facilities that were identified as exceeding the ODT shall have 1 month to

consult with a third party odor expert, and then exhaust OAP Levels 2-4. Then the facility shall initiate another round of testing using best available methods or device, to determine if after exhausting OAP Levels 2-4, they are under the ODT. If the facility testing shows the operator is now below the ODT, the effort shall be Resolved. If the facility second round of testing shows the operator is still exceeding the ODT, the Coalition will interpret the farm as substantially out of Compliance with the Work Program and Contract, and may take additional action in opposition to the operator, as deemed appropriate by the Coalition.

The CARP Growers will include the Coalition in each of the abovementioned procedures, and consult with the Coalition as part of this process by inviting the Coalition to participate in these procedures and assessments, including timely sharing reports, data and conclusions.

County OAP and Permit revision processes: the Parties expect that OAPs will be revised periodically over time as BACT improves and other changes facilitate more effective and efficient mitigation of cannabis odor impacts. Current County practices create barriers to iterative improvements to OAPs and permit revisions. The Parties have worked and will continue efforts with the County to facilitate timely and appropriate OAP updates and, as needed, permit revisions through processes that allow swift actions to improve and enhance OAPs and appropriate processes for public involvement when appropriate.

3. Partnership to Incentivize and Facilitate Timely and Seamless County Procedure/Permit for BACT and Model OAP Upgrades: The Coalition agrees to coordinate with the CARP Growers and encourage County staff and decision makers to create a timely and efficient process and procedure for the CARP Growers to make BACT upgrades, including pathways that are non-appealable. The Coalition recognizes it is in the best interest of the community to not create procedural delays or barriers that may disincentivize growers from making timely BACT upgrades. The Coalition recognizes that the public wants timely, and ongoing actions by the industry to upgrade to more efficient and effective best available odor control technology and SOPs, via the Model OAP. The Coalition will partner with the CARP Growers members to proactively seek to facilitate swift and certain approvals for CARP Growers' member's farm's efforts to enhance their OAP and odor control technology, as this is a collective, agreed upon goal.

4. Collaborative Efforts Issues: the Parties agree that they shall engage on various collaborative efforts to facilitate community betterment and improve conditions for the cannabis community. Each Collaborative Effort shall be addressed on an ad hoc basis, with specific goals and actions, roles and responsibilities identified at the outset, such as through a written Memorandum of Understanding or similar guiding document. Examples of potential

Collaborative efforts include networked weather stations, electrical supply system upgrades and zoning ordinance revision issues.

A. Weather Stations: Accurate and timely wind and weather data can assist in investigating odor complaints and managing odor. The Parties' Goals include implementation of an integrated network of high quality weather monitoring stations capable of representing conditions throughout the Carpinteria Valley that may be used to evaluate odor conditions, and to predict and avoid odor episodes. CARP Growers will facilitate the development and implementation of a comprehensive, high quality wind and weather monitoring system and provide the Coalition continuous access to that system.

B. Electrical Supply system upgrades: Some areas of Carpinteria experience constrained electrical supply from the grid, and most if not all CARP Growers Members' operations have pending applications for Electrical Service Upgrades ("ESU") and associated County Land Use Permit and/or Building Permit applications. The Parties shall cooperate in expediting the approval and implementation of ESUs that will enable enhanced odor control. Carp Growers commit to diligently pursue such ESUs.

C. Zoning: The County's Carpinteria Agricultural Overlay District (CAOD) program and rules were adopted to designate areas for preservation of open field agricultural uses and to limit the size of new greenhouses in some areas (Area B) and support future greenhouse development in others (Area A). CAOD provisions constrain some CARP Growers Members from structural improvements and replacement structures that could lead to enhanced odor control, less impactful projects, and enable the development of solar power facilities as components of cannabis projects. The Parties shall confer together & with County officials to determine if they can mutually support Local Coastal Plan revisions to improve conditions in Carpinteria for residents and the cannabis industry.

5. SBCRC Position on Compliant CARP Growers Member's Projects:

The Coalition will not oppose or appeal the approval of CARP Grower projects that utilize the Model OAP, the Community Odor Guidelines contained in Exhibit B and have executed and are bound by this Contract.

Additionally, the Coalition will support CARP Grower projects that utilize the Model OAP, the Community Odor Guidelines and that have executed and are in full compliance with the terms of this Contract. CARP Growers will oppose Carpinteria area mixed light cannabis projects that: 1) do not utilize the Model OAP and Community Odor Guidelines or a more effective OAP and Community Odor Guidelines, and 2) that have not consummated a contract with the Coalition,

with the existence and status of said contract to be communicated by Coalition to CARP Growers. . Upon CARP Growers' request and as mutually deemed appropriate, the Coalition will attempt to engage with potential community appellants of CARP Grower projects that are utilizing the Model OAP and the Community Odor Guidelines and signatories to this Contract for the purpose of promoting dialogue and understanding of the benefits of this Agreement and related actions. Neither the Coalition, nor any of its Officers or Directors, shall support, financially or otherwise, any challenge, or appeal or any other action adverse to CARP Growers Member's projects' permits and permit approvals, provided the CARP Growers members are in substantial conformance with each element of this Contract, applicable County authority, the Model OAP and the Community Odor Guidelines.

6. Waiver: the Coalition forever waives all rights, claims, and causes of action, whether administrative or at law, to oppose, challenge, and/or appeal, on grounds related to odor, all CARP Grower Member projects that are designed and being operated in substantial compliance with this Contract, the model OAP and the Community Odor Guidelines and provided that the Contract, OAP and Community Odor Guidelines are substantially effective at controlling odors. This waiver shall not apply to or affect in any way the rights of the parties to the existing litigation entitled SBCRC v Everbloom, et al., Santa Barbara County Superior Court No 20CV01124.

The Coalition acknowledges that it is assuming the risk of unknown or unanticipated claims and expressly waives the benefits of California civil code section 1542, which reads as follows:

a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

7. Good faith: The Parties hereto agree that they shall act and work in good faith to uphold, comply with and implement this Contract and take other such actions as are appropriate to dispositively overcome odor issues.

8. Communications and Cooperation: The Parties shall maintain open and regular communications among themselves, members, Board members and representatives and strive to keep each other apprised of developments and issues of interest for the other. Disputes and conflicts should be addressed openly, and seek a constructive resolution. Facilitation may be considered if considered necessary.

The Parties recognize that conditions surrounding the cannabis industry will change, personnel within each organization will turn over, and new technologies will arise. The Parties seek to develop and sustain a working and functional relationship based on trust, respect, communication, and community.

9. Survival of Commitments: Each CARP Grower Member shall:

- A. Have the entity identified as the holder of the State cannabis cultivation license execute and bind that entity to comply with all commitments, terms and obligations in this Contract and the Model OAP for the life of its project, provided that the Coalition and each Coalition Member are not in material breach of their obligations under this Contract or the Model OAP;
- B. Provide prior written notification to any buyer, transferee, assignee or other grantee, or heir or successor of any right, title, or interest in or to the Cannabis Operation as entitled by the County and licensed by the County and State, with a copy of this Contract, the Model OAP, the Community Odor Guidelines and contact information for the Coalition and its counsel, which is as follows: Law Office of Marc Chytilo, APC, Post Office Box 92233, Santa Barbara, California 93190, and
- C. Either:
 - a) Record this Agreement to run with the land and bind any subsequent buyer, transferee, assignee or other grantee, or heir or successor of any right, title, or interest in or to the Cannabis Operation (“Transferee or New Owner”) by recording this Agreement or a summary of this Agreement in the chain of title at the Santa Barbara County Recorder’s office, or
 - b) In the event recordation described above cannot be achieved, then
 - i Use its commercially reasonable best efforts to restrict any transfer of land upon which its project is located (the “Real Property”) such that any such transferee, as a condition of such transfer, shall enter into this Contract via written assumption of all of its duties and obligations under this Contract; and
 - ii. Not sell or transfer any material interest in its project’s cannabis operations for the first five (5) years after the effective date of this Contract, unless such transfer is conditioned on such transferee’s written assumption of all of its duties and obligations under this Contract;
 - c) and
- D. Notify the Coalition within ten (10) business days of any transfer of Real Property, any transfer of a material interest in its project, and prior to any change of ownership as defined by Santa Barbara Count Code § 50-23(b) to a Transferee or New Owner, and provide the Coalition with copies of any such Transferee’s and/or New Owner’s written acceptance of the enforceability of the terms of this Contract upon it, and contact information with regard to any such Transferee and/or New Owner.
- E. If the Transferee or New Owner declines to enter into this Contract and accept enforceability thereof by the Coalition, the New Owner and their cannabis operation’s membership in CARP Growers shall be immediately terminated and CARP Growers shall promptly publish in a display ad not less than ¼ page in the Coastal View and Santa Barbara Independent for 3 consecutive weeks’ notice that the New Owner has been

expelled from CARP Growers for failure to accept and agree to abide by the terms of this Contract.

10. This Contract is intended to promote and provide guidance for productive communications between the parties during cannabis permitting in Carpinteria and beyond. This is a binding document that controls the actions of each Party and their Members (CARP Growers) and Directors (Coalition). The Parties may mutually agree to revise, replace or terminate this Contract, however the goal of the Parties is to develop and maintain a productive working relationship which will minimize or eliminate the negative impacts, such as odor, which are associated with large scale cannabis operations in the Carpinteria Valley.
11. All reports and data provided or disclosed by Operator which are not otherwise publicly available shall remain the sole and exclusive property of Operator and shall only be used for purposes of addressing particular Odor Episodes (defined in OAP).
12. The Parties hereto agree that they shall act and work in good faith to uphold, comply with and implement this agreement to dispositively overcome odor issues and avoid the need for appeals.
13. This Agreement shall not be confidential, but distribution shall be managed. The Parties will coordinate public and community outreach.
14. Nothing in this Agreement shall be construed as an admission by any party or any party's affiliated or related of any wrongdoing or liability of any kind or nature.
15. Execution in Counterparts. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic, electronic, and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.
16. Severability. The Parties agree and acknowledge that this Agreement shall be governed by and construed in accordance with the laws of the State of California, and that if any provision of this Agreement is determined to be illegal or unenforceable, such determination shall not affect the balance of this Agreement, which shall remain in full force and effect and such invalid provision shall be deemed severable.
17. Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon the Parties hereto and their respective legal representatives, including the Parties' successors and assigns, past and present parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, employees, attorneys, agents, representatives, heirs, executors, guardians ad litem and administrators, and each of them.
18. No Party Deemed Drafter. All Parties hereto acknowledge that they have been represented by independent counsel of their own choice throughout all of the negotiations that preceded the

execution of this Agreement. This Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties, regardless of which Party actually prepared this Agreement.

19. Representation. The Parties have been represented in the negotiations for preparation of this Agreement by legal counsel of their own choosing, have been fully advised by such counsel of their rights and duties hereunder, have read this Agreement in its entirety, have had this Agreement and each of its parts fully explained to them by their counsel, and are fully aware of its contents and its legal effect. The Parties have relied only on the representations contained in and expressly set forth in this Agreement in entering this Agreement.
20. Authority. Each of the Parties represents and warrants that its respective signatory has full authority to bind each of them to the terms and conditions of this Agreement. All business entities executing this Agreement represent and warrant that their signatory's authority has been validly obtained in accordance with the applicable articles of incorporation and bylaws and the laws of the state in which the entity is incorporated, if necessary.
21. Payment of Expenses. In the event of a breach of this Agreement, the prevailing Party is entitled to obtain its reasonable attorneys' fees and costs expended in conjunction with enforcement of this Agreement only, should that become necessary.
22. Jurisdiction. The Parties request and agree that the Santa Barbara Superior Court, Anacapa Division shall retain jurisdiction over the Parties to enforce this Agreement. This Agreement shall be governed by the laws of the State of California.

Dated: August 20th, 2021

It is so agreed:

CARP GROWERS

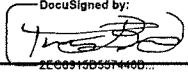
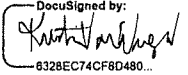
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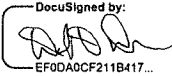
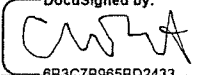
Autumn Shelton

B09F739208D746D...

Autumn Shelton, President

CARP GROWERS INDIVIDUAL MEMBERS

Entity Name	Signer Name, Title	Signature
Autumn Brands, LLC	Autumn Shelton, Member	DocuSigned by: Autumn Shelton 009F73220DF40D...
Ocean Hill Farms, LLC	Kelly Clenet, Member	DocuSigned by: Kelly Clenet F91CF89C7AD8423...
Blue Whale Agriculture, Inc.	Tadd McKenzie, CEO	DocuSigned by: Tadd McKenzie FE2400704F4450...
CKC Farms, Inc.	Francis Brand, CEO	DocuSigned by: Francis Brand F007B0BAC100410...
JJ Agriculture, Inc.	Thomas Brand, CEO	DocuSigned by:  2EC091D037480D...
Life Remedy Farms, Inc.	Tadd McKenzie, CEO	DocuSigned by: Tadd McKenzie FE2400704F4450...
New Generation Farms, Inc.	Thomas Brand, CEO	DocuSigned by:  2EC091D037480D...
New Horizon Farming, Inc.	Katarzyna Brand, CEO	DocuSigned by: Katarzyna Brand 7E7E7C8550D5408
Primetime Farms, Inc.	Francis Brand, CEO	DocuSigned by: Francis Brand F007B0BAC100410...
Bosim 1628 Management Company, LLC	Erin Carachilo, CEO	DocuSigned by: Erin Carachilo 72667749C35547B...
Ceres Farm, LLC	Alex Van Wingerden, CEO	DocuSigned by: Alex Van Wingerden 3F32F3302B734E4...
Mediedibles, Inc.	Tristan Strauss, CEO	DocuSigned by: Tristan Strauss 60D1197E0DF3420...
CPI Supply Systems, Inc.	Tristan Strauss, CEO	DocuSigned by: Tristan Strauss 35D1197E0DF3420...
Ednigma, Inc.	Eduard Van Wingerden, Owner	DocuSigned by: EDUARD VAN WINGERDEN 5C564F0CAAC74E4...
Flora Coast, Inc.	Kristin Van Wingerden, Owner	DocuSigned by:  6328EC74CF8D480...

Melodious Plots, Inc.	Ivan Van Wingerden, Owner	DocuSigned by: Ivan Van Wingerden 4E2F31265E0B1414...
Orbiter Blooms, Inc.	Winfred Van Wingerden, Owner	DocuSigned by:  EF0DA0CF211B417...
Saga Farms	Sofia Van Wingerden, Owner	DocuSigned by: Sofia Van Wingerden 0E8FA26A045A4B9...
Twisted Roots, Inc	Amir-Hamsa Eskandari, Owner	DocuSigned by: Amir-Hamsa Eskandari 4D082679820B4EE...
Mission Health Associates, Inc	Graham Farrar, President	DocuSigned by: Graham Farrar 26B9F496F6A44F5...
G&K Produce, LLC	Graham Farrar, President	DocuSigned by: Graham Farrar 26B9F496F6A44F5...
SLO Cultivation Inc., dba Cresco California	Charlie Bachtell, CEO	DocuSigned by:  6B3C7B065DD2433...
Valley Crest Farms, LLC	Rick Palmer, CEO	DocuSigned by: Rick Palmer 196DB1205269409...
Vista Verde Farms, LLC	Alex Van Wingerden, CEO	DocuSigned by: Alex Van Wingerden 0F62F66620F31E1...
Emma Wood B1, LLC	Tristan Strauss, CEO	DocuSigned by: Tristan Strauss 5E01137EDDF342C...

IN WITNESS WHEREOF, the Parties have each caused this Contract to be executed as of the date set forth herein.

SANTA BARBARA COALITION FOR RESPONSIBLE CANNABIS, INCORPORATED

DIRECTORS

Director	Title	Signature
Blair Pence	President & Director	DocuSigned by: <i>Blair Pence</i> 55599A01D1A1F5...
Evan Turpin	Treasurer & Director	DocuSigned by: <i>eva turpin</i> 470281208E744C...
Rob Salomon	Director	DocuSigned by: <i>robert salomon</i> 1801D915205F43D...
Lionel Neff	Director	DocuSigned by: <i>Lionel B. Neff</i> 4528E430001161...

EXHIBIT A**CARP GROWERS INDIVIDUAL MEMBERS**

Business Entity Name (Operator/Business License/State License Holder)	Landowner Name	Project Name	Address
Autumn Brands, LLC	Brand Partnership LLC	Autumn Brands, LLC, Ocean Hill Farms, LLC	3615 Foothill Road, Carpinteria, CA 93013
Ocean Hill Farms, LLC	Brand Partnership LLC	Autumn Brands, LLC, Ocean Hill Farms, LLC	3615 Foothill Road, Carpinteria, CA 93013
Blue Whale Agriculture, Inc.	Rincon Point Farms, LLC	Rincon Point Farms, LLC	5775 Casitas Pass Road, Carpinteria, CA 93013
CKC Farms, Inc.	Carpinteria Peak Land, LLC	Carpinteria Peak Land, LLC	5138 Foothill Road, Carpinteria, CA 93013
JJ Agriculture, Inc.	Johannes Persoon, Persoon Family Trust	Johannes Persoon, Persoon Family Trust	4532 Foothill Road, Carpinteria, CA 93013
Life Remedy Farms, Inc.	Carpinteria Peak Land, LLC	Carpinteria Peak Land, LLC	5138 Foothill Road, Carpinteria, CA 93013
New Generation Farms, Inc.	Rincon Point Farms, LLC	Rincon Point Farms, LLC	5775 Casitas Pass Road, Carpinteria, CA 93013
New Horizon Farming, Inc.	Johannes Persoon, Persoon Family Trust	Johannes Persoon, Persoon Family Trust	4532 Foothill Road, Carpinteria, CA 93013

Primetime Farms, Inc.	Casitas Farms, LLC	Casitas Farms, LLC	5554 Casitas Pass Rd, Carpinteria, CA 93013
Bosim 1628 Management Company, LLC	HM Holdings, Limited Partnership	Bosim 1628 Management Company, LLC	1628 Cravens Lane, Carpinteria, CA 93013
Ceres Farm, LLC	Van Wingerden Family Trust dated May 13, 1999	Ceres Farm LLC.	6030 Casitas Pass Road, Carpinteria, CA 93013
Mediedibles, Inc.	WILBERT PERSOON, Surviving Trustee, and JOHANNES A.P. PERSOON, Successor Trustee, U/D/T dated October 7, 1993, F/O/B the Person Family Trust	Mediedibles, Inc.	4994 Foothill Road, Carpinteria, CA 93013
CP1 Supply Systems, Inc.	John Van Wingerden and Walter Van Wingerden	CP1 Supply Systems, Inc.	4505 Foothill Road, Carpinteria, CA 93013
Emmawood B1, LLC	Barbara M. Kono, Trustee of Trust A-Surviving Trustor's Trust under Yoshio Kono and Barbara M. Kono Revocable Trust under Trust Agreement dated September 13, 1980	Emmawood B1, LLC	5888 Via Real, Carpinteria, CA 93013
Ednigma, Inc.	The Van Wingerden Family Trust U/D/T March 21, 1989, Eduard Nadia Van	Ednigma, Inc., Melodious Plots, Inc.	4701 Foothill Road, Carpinteria, CA 93013 "Everbloom"

	Wingerden, Trustees		
Ednigma, Inc	Creek Property, LLC	Ednigma, Inc	3684 Via Real, Carpinteria, CA 93013 "Roadside"
Flora Coast, Inc.	VWV, LLC	Twisted Roots, Inc, Flora Coast, Inc.	3508 Via Real, Carpinteria, CA 93013 "Creekside"
Melodious Plots, Inc.	The Van Wingerden Family Trust U/D/T March 21, 1989, Eduard Nadia Van Wingerden, Trustees	Ednigma, Inc., Melodious Plots, Inc.	4701 Foothill Road, Carpinteria, CA 93013 "Everbloom"
Orbiter Blooms, Inc.	The Winfred B. Van Wingerden Exempt Trust and Winfred B. Van Wingerden 2015 Trust, Winfred B Van Wingerden, Trustee	Orbiter Blooms, Inc., Saga Farms, Inc.	4555 Foothill Road, Carpinteria, CA 93013 "Maximum"
Saga Farms	The Winfred B. Van Wingerden Exempt Trust and Winfred B. Van Wingerden 2015 Trust, Winfred B Van Wingerden, Trustee	Orbiter Blooms, Inc., Saga Farms, Inc.	4555 Foothill Road, Carpinteria, CA 93013 "Maximum"
Twisted Roots, Inc	VWV, LLC	Twisted Roots, Inc, Flora Coast, Inc.	3508 Via Real, Carpinteria, CA 93013 "Creekside"
Twisted Roosts, Inc	Coastal Blooms Nursery, LLC	Twisted Roosts, Inc	3798 Via Real, Carpinteria, CA 93013 "Dryery"

Mission Health Associates, Inc	Glass House Farm LLC	Mission Health	5601 Casitas Pass Road, Carpinteria, CA 93013
G&K Produce, LLC	Magu Farm LLC	G&K Farm/K&G Flower	3480 Via Real, Carpinteria, CA 93013 (Previous -3561 Foothill Road, Carpinteria, CA 93013)
K&G Flowers, LLC	Magu Farm LLC	G&K Farm/K&G Flower	3480 Via Real, Carpinteria, CA 93013 (Previous -3561 Foothill Road, Carpinteria, CA 93013)
SLO Cultivation Inc., dba Cresco California	R. & J. VAN WINGERDEN FAMILY TRUST	Cresco Cannabis Cultivation and Processing	3889 Foothill Road, Carpinteria, CA 93013
Valley Crest Farms, LLC	Van Wingerden Family Trust dated May 13, 1999	Valley Crest Farms, LLC	5980 Casitas Pass Road, Carpinteria, CA 93013
Vista Verde Farms, LLC	G&S Real Estate, LLC.	Vista Verde Farms, LLC.	3450 Via Real, Carpinteria, CA 93013
Vista Verde Farms, LLC	Van Wingerden Family Trust dated May 13, 1999	Vista Verde Farms, LLC.	4385 Foothill Road, Carpinteria, CA 93013

Exhibit B

Community Odor Guidelines

The purpose of these guidelines is to supplement the required odor control plan required by the County of Santa Barbara. These are voluntary guidelines that are agreed to by the grower and the Coalition for the purpose of expanding odor control tools, addressing odor concerns expressed by the community and minimizing odors in the Carpinteria Valley. These guidelines are not enforceable by the County of Santa Barbara but are enforceable by the Coalition pursuant to a separate Agreement.

1. Community Participation and Outreach

The (insert name of operator) shall maintain its own list of interested parties referred to as the “Community Outreach List” (“COL”) consisting of individuals and organizations that request inclusion. The Operator shall provide periodic notifications as described herein, and semi-annual written or emailed odor updates to the COL with the goal of fostering productive communications, reviewing the effectiveness of odor control efforts and facilitating efforts to accurately identify the source of, and ultimately mitigate, any fugitive cannabis odors believed to be emanating from the subject Property. Operator shall request community participation and feedback in this process, and shall address and respond to community comments and concerns related to odor.

2. Community Communication

In the interest of responding rapidly to odor inquiries and based on the time sensitive nature of identifying and controlling the odor source, Operator invites the public to contact the Primary Odor Contact directly with any odor concerns, or to submit an inquiry to ensure prompt and conclusive action. The interested party can and should also work through the County’s process under the enforcement of the required OAP. The Operator will continuously monitor for receipt of any odor inquiries or complaints by phone at _____ and will immediately route inquiries and complaints to the Primary Odor Contact for a timely response. The Operator may utilize analytical tools and measurement systems to evaluate odor inquiries and assess odor conditions, as well as for routine monitoring of horticultural conditions, and to advance the long-term goal of eliminating fugitive cannabis odors.

Additionally, the CARP Growers Association (“Association”) shall maintain its own list of interested parties referred to as the “Community Outreach List” (“COL”) for each Association property/member property with cannabis operations or licenses, consisting of individuals and organizations that request inclusion via Association’s website [www.carpgrowers.org] or via direct contact with the Primary Odor Contact at the source of the odor.

The Association shall provide periodic notifications as described herein, and bi-annual written or emailed odor updates to the COL with the goal of fostering productive communications, reviewing the effectiveness of odor control efforts and facilitating efforts to accurately identify the source of, and ultimately mitigate, any fugitive cannabis odors believed to be emanating from the subject Property. Operator shall also request community feedback and participation in this process on the

Association's website and make good faith efforts to address and respond to reasonable community comments and concerns related to odor. All reports and data provided or disclosed by Operator which are not otherwise publicly available shall remain the sole and exclusive property of Operator and shall only be used for the purposes of addressing particular Odor Episodes (defined below).

3. Enhanced Odor Response Protocol

In the interest of responding rapidly to odor inquiries and based on the time sensitive nature of identifying and controlling the odor source, Operator invites the public to contact the Primary Odor Contact directly with any odor concerns, or to submit an inquiry at Association's website to ensure prompt and conclusive action in addition to utilizing the County's Odor Complaint Process. Any odor inquiries or correspondence that is received through the Association website will be continuously monitored and immediately routed to the appropriate subject property/member for a timely response. Effective enhanced response requires reporting the time and specific location (e.g., address or community landmark) of any cannabis-related odors and the known or suspected Operator that is the source of the odors. Operator encourages community participation and commits to identifying the cause of Odor Episodes, defined as fugitive cannabis odors experienced within residentially occupied parcels within one thousand (1,000) feet measured from the property line of any parcel containing an odor emitting structure or any Publicly Accessible Place within one thousand (1,000) feet measured from the property line of any parcel containing an odor emitting structure, so that Operator can continue to improve the efficacy of its odor abatement systems and operating procedures, with the long-term goal of controlling all odors at the Operator's property line. Publicly Accessible Places are defined as all areas that the public may freely access, including businesses, day care centers, youth centers, schools, parks, churches, and residential parcels. For purposes of this Odor Plan, "publicly accessible places" shall currently be interpreted to not include roads or sidewalks that are not located in residential neighborhoods or residentially zoned areas, but may be expanded to include these areas in the future.

4. Data, Reports and Communications with Coalition

Operator shall provide to Coalition copies of all data, reports and communications that are provided to County concerning Odor complaints and otherwise relating to odor, such as, including but not limited to: access to weather monitoring networks, odor monitoring data, initial baseline and follow-up odor testing data, results of any investigations undertaken in response to odor complaints, corrective actions, any determinations regarding the presence or absence of odors at reporting locations after corrective actions are undertaken, and any and all reports detailing efforts taken to resolve odor complaints.

5. Additional Steps in Response to Odor Complaints

In Level 2 Response to Odor complaint, after identifying the cause of an odor complaint and undertaking of corrective actions, the Operator shall inspect the reporting location or, if the reporting location is not known, at the locations in the direction where the Operator would expect odor to migrate based on the meteorological conditions present at the time of the Odor Inquiry (hereafter the "known, suspected or projected reporting location") to determine if odor is no longer present. If odor is still present, the Operator shall undertake a Level 3 Response.

6. Multiple Sources of Odor

For a reported Odor Episode where the Operator is or may not be the source of the odor, or may be a contributing source but not the sole source of the odor, the Operator shall:

- a. Notify and engage the Operators of any other potential source(s) of the odors, (including through any trade association or organization of other Operators if any other Operators are members or participants in such association or organization), to identify the potential source(s) of the odors;
- b. Develop and implement a voluntary, cooperative Protocol among cooperating Operators, which may include:
 - i. implementing specific Corrective Actions among the potential source(s) to attempt to eliminate the odors beyond those required by the County of Santa Barbara as part of the required OAP, and/or
 - ii. implementing an analytical sampling and/or monitoring protocol beyond the protocols that are required to be followed by the County of Santa Barbara's OAPs to identify the source(s) of the odors
- c. The Operators shall implement voluntary measures and conduct further analytical sampling and/or monitoring as needed to either conclusively identify the source(s) of the odors or to eliminate the odors.

Exhibit D
Model OAP
Odor Complaint Response and Corrective Actions

In the event of an odor complaint at ___ (insert address here) (the “Property”), please contact ___ (insert operator name here) (“Operator”) Primary Odor Contact, as well as the Planning & Development Department (“Department”) at (805) 568-2057 or online at https://www.surveymonkey.com/r/cannabis_complaints

[Primary Odor Contact]

1. Weather Monitoring

- A. Operator shall install and maintain continuous weather monitoring equipment in accordance with direction of a meteorological monitoring network plan provided by a qualified third-party professional so as to continuously record and transmit weather data, including wind speed, direction (including low speed wind direction capabilities), temperature and barometric pressure for as long as it engages in cannabis cultivation at this Property.
- B. This weather data will be maintained electronically and made available upon request (for at least one year) to the Department.
- C. Operator will use weather data to identify the variables and conditions that can cause, contribute to and affect Odor Episodes (defined below) and to better understand the transport and fate of odor emissions from cannabis operations in Carpinteria.
- D. In the event that a regional meteorological network is created by the Department or other entity, data from Operator’s weather monitoring equipment shall be made available in real time to such network.

2. Odor Technology

The facility shall follow all methods for controlling and reducing odor as outlined in the Odor Abatement Plan and shall deploy, or re-deploy the best available control technologies (BACT) or methods as necessary to control odor at the facility, as determined by the Department. Any BACT to be employed by an Operator at a future date may require additional permits or changes to existing permits as determined by the Department.

3. Initial Audit and Continuing Monitoring Obligations

The Operator shall develop a testing program to deploy continuously over a 7-day period the best available proven odor monitoring device/method to measure cannabis odor causing emissions from the property during the first week of permitted operations, if other equivalent baseline odor testing has not already been conducted. The applicant shall maintain all odor monitoring data for 3 years and shall provide odor monitoring data to the Department upon request.

4. Community Participation and Outreach

Prior to the commencement of operations, the Operator shall provide to property owners and residents located within 1,000 feet of the Property the contact information for the Primary Odor Contact, who shall be available by telephone on a 24 hour/day basis to receive and respond to calls regarding any odor complaints (Santa Barbara County Article II Coastal Zoning Ordinance (CZO) §35-144U.C.6.f.1.). The Operator shall immediately notify the Department, property owners and residents located within 1,000 feet of any changes to the local contact (CZO §35-144U.C.6.f.2.).

5. Odor Response Protocol

The Operator will continuously monitor odor complaints and will immediately route complaints to the Primary Odor Contact for a timely response. The Operator may utilize analytical tools and measurement systems to evaluate odor inquiries and assess odor conditions, as well as for routine monitoring of horticultural conditions, for the long-term goal of eliminating fugitive cannabis odors.

The Operator shall notify the Department of any complaints the Operator receives within 24 hours of receiving the complaint (CZO §35-144U.C.6.f.3). The Operator shall respond to an initial complaint within one hour and if needed, take corrective action to address any violation of CZO §35-144U.C.6 within two hours (CZO §35-144U.C.6.f.4). The Operator shall implement a complaint tracking system for all complaints that the operator receives, which includes a method for recording the following information: contact information of the complainant (if the complainant is willing to provide), as well as a description of the location from which the complainant detected the odors; time that the operator received the complaint; description of the complaint; description of the activities occurring on site when the complainant detected the odors; and actions the operator implemented in order to address the odor complaint. The operator shall provide the complaint tracking system records to the Department as part of any Departmental inspections of the cannabis activity, and upon the Department's request. The operator shall maintain the complaint tracking records for a minimum of five years (CZO §35-144U.C.6.f.5).

If the Department receives three verified complaints regarding odor events in any 365-day period, the Operator shall implement corrective actions to comply with the odor abatement requirements of County Code Section §35-144U.C.

a. Level 1 Response - Initial Assessment and Corrective Actions

For any instance in the Odor Response Protocol below where the Operator can determine that an odor complaint is "resolved" or "unresolved", the determination by the Operator does not preclude the Department from taking further actions, including enforcement actions pursuant to Section 35-185 (Enforcement and Penalties), of the Coastal Zoning Ordinance, which may include, but are not limited to, initiating proceedings to revoke the applicable cannabis land use entitlement(s) pursuant to Section 35-169.8 (Coastal Development Permits) of the Coastal Zoning Ordinance.

Once an odor complaint is received by the Operator, the Operator shall within one hour after the odor complaint is received, perform an onsite visual inspection to ensure the function and integrity of the following:

1. The odor abatement equipment is working as intended and that there are no visible breaks or blockages in any odor abatement equipment; and
2. If being used, all carbon scrubbers or other odor abatement equipment are working properly and filters are clear of any debris; and
3. All doors are closed, sealed and secured, including greenhouse entry and exit points, internal processing rooms and processing entry and exit points, pursuant to Operator's Standard Operating Procedures ("SOPs"); and
4. A walk of the perimeter of the cannabis facilities, inspecting the integrity of the walls and structure and examining if a physically apparent source of odor can be detected.

If a cause for the reported odor episode was discovered during the inspection, the Operator shall take corrective action to address any violation of CZO §35-144U.C.6 within two hours of the complaint.

After taking corrective action, the Operator shall complete a site inspection at the reported odor complaint location to determine whether the odor complaint has abated. If odor is no longer detectable at the reporting location identified in the complaint or at locations in the direction where the Operator would expect odor to migrate based on the meteorological conditions present at the time of the odor complaint, then the odor complaint may be deemed resolved.

If no cause for the reported odor complaint was ascertained during the inspection and if odor is not detectable at the reporting location identified in the complaint, the odor complaint shall be deemed resolved.

b. Level 2 Response -- Diagnostic Assessment and Corrective Actions

If, after the Level 1 Response is complete, the Operator continues to observe fugitive odors, receives further odor complaints indicating that the odor is persisting or recurring periodically during the following 8-24 hour period, the Operator shall:

1. Conduct a weather assessment (wind speed, direction and any shifts, anecdotal weather information collected from interested parties, time and duration of odor complaint) of the conditions that were occurring at and in the two hours before the time of the odor complaint;
2. Perform a comprehensive diagnostic review of the odor abatement system;
3. Interview staff members that were on site during and in the two hours before the time of the odor complaint and determine if they performed or observed any actions or circumstances that may have caused or contributed to the reported odor complaint and evaluate if the operation adhered to the Operator's SOPs for odor abatement;

4. Repair or correct any conditions discovered that may cause or contribute to the odor complaint.

If a cause for the reported odor complaint is identified, the Operator shall take corrective actions, revise its SOPs, and/or adjust the odor control systems as necessary to address the condition(s) that caused the odor complaint. The Operator shall obtain any applicable permits related to project changes resulting from corrective actions before implementing any new odor abatement equipment that is not identified in the OAP. The Operator shall report the conclusions of its investigations (excluding any bona-fide proprietary or trade secret information) to the Department. Once these steps are completed, the odor complaint shall be deemed resolved..

If no cause for the reported odor complaint was ascertained during diagnostic assessment, and if the known reporting location is confirmed to be odor-free, the Operator shall prepare a written report (excluding any bona-fide proprietary or trade secret information) summarizing the Level 2 Response and submit it to the Department.

c. Level 3 Response -- Analytical Assessment and Corrective Actions

If, after the Level 2 Response is complete, the Operator continues to observe fugitive odors and/or receives further odor complaints during the following 8-24 hour period, or the reporting party responds that odor is persisting or recurring periodically during the following 8-24 hour period, the Operator shall implement further corrective actions as follows:

1. Commission a Professional Engineer (PE) or a Certified Industrial Hygienist (CIH) to perform an on-site evaluation of odor levels to analyze whether the Operator is the source of the reported odor complaint. The Operator's PE or CIH will use the Operator's and any other available meteorological data and the Operator's knowledge of operational activities at the time specified in the odor complaint to investigate the odor complaint, as feasible.
2. If no further conclusions are found from the analysis, and the Operator is unable to identify the potential cause of the odor complaint, the odor complaint is unresolved.
3. In the event that an odor complaint is unresolved and is recurring or continuing, as evidenced by repeated odor complaints from the property, the Operator shall:
 - i. Commission a Professional Engineer or a Certified Industrial Hygienist to implement a testing protocol to measure odor or an odor-causing constituent using the best, currently available objective, odor measurement device, technology or methods.
 - ii. Undertake corrective actions identified by the PE or a CH including, but not limited to:
 1. Revise its SOPs.
 2. Adjust or improve the function of the existing odor control systems (e.g., adjust dispersal of neutralizers, replace spent carbon media, install self-closing doors).
 3. Install supplemental or replacement odor control technologies, such as but not limited to internal greenhouse scrubbing systems. Such technology

could potentially include installation of 5-15 Regenerative Carbon Scrubbing units per acre of adult-flowering cultivation (exact system design to be defined on a Project specific basis as determined by a qualified professional). Depending on the scope and nature of the supplemental or replacement odor control technologies, additional permitting may be required by the Department and, if required, must be obtained before installing the technology.

If a cause for the reported odor complaint is identified, the Operator shall take corrective actions as recommended by the PE or CIH as necessary to address the condition(s) that resulted in the odor complaint. The Operator shall obtain any applicable permits related to project changes resulting from corrective actions before implementing any new odor abatement equipment that is not identified above in the OAP. The Operator shall report the conclusions of its investigations (excluding any bona-fide proprietary or trade secret information) to the Department. Once these steps are completed, and the odor is not detectable at the reporting location, the odor complaint shall be deemed resolved.

If no cause for the reported odor complaint was ascertained during diagnostic assessment, and if the odor is not detectable at the reporting location, the Operator shall prepare a written report (excluding any bona-fide proprietary or trade secret information) summarizing the Level 3 Response and submit it to the Department.

If after the PE or CIH Analysis has been completed, the Operator believes it is not the sole or a contributing source of the reported odor complaint, the Operator shall notify the Department of its conclusion, within three (3) calendar days of reaching such conclusion. The Department will consider this information in determining whether corrective actions are necessary to comply with the odor abatement requirements of Section 35-144U.C, but the Department is not bound by the Operator's conclusion. If the Department verifies that the Operator is not a contributing source of the reported odor complaint, the complaint shall be deemed resolved.

d. Level 4 Response -- Comprehensive BACT Analysis and Corrective Actions

If, after the Level 3 Response is complete, the Operator continues to observe fugitive odors and/or receives further odor complaints, or the reporting party responds that odor is persisting or recurring periodically during the following 8-24 hour period, the Operator shall implement further corrective actions as follows:

- a. Commission a comprehensive Best Available Control Technology (BACT) analysis and submit to the Department a written report prepared by a Professional Engineer or a Certified Industrial Hygienist that includes:
 1. The likely or potential source of the odor complaint;
 2. Additional adaptive management techniques, including operational modifications and curtailment that are recommended to eliminate odor complaints;

3. Recommendations for new or revised odor abatement technologies; and
4. Installation of current best available analytical tools to monitor, identify and quantify the emissions causing or contributing to odor complaints.

If the BACT analysis concludes that a more effective odor control system is available that will resolve or materially reduce the severity of the odor causing the complaint the Operator shall take all necessary steps to install the more effective odor control system as expeditiously as practicable. The Operator shall obtain any applicable permits related to project changes resulting from corrective actions before implementing any new odor abatement equipment that is not identified in the OAP. The Operator shall report the conclusions of its investigations (excluding any bona-fide proprietary or trade secret information) to the Department. Once these steps are completed, and the odor is not detectable at the reporting location, the odor complaint shall be deemed resolved.

If no cause for the reported odor complaint was ascertained during diagnostic PE or CIH assessment, and if odor is not detectable at the reporting location, , the Operator shall prepare a written report (excluding any bona-fide proprietary or trade secret information) summarizing the Level 4 Response and submit it to the Department. If after the BACT Analysis, the Operator believes it is not the sole or a contributing source of the reported odor complaint, the Operator shall notify the Department of its conclusion, within three (3) calendar days of reaching such conclusion. The Department will consider this information in determining whether corrective actions are necessary to comply with the odor abatement requirements of Section 35-144U.C, but the Department is not bound by the Operator's conclusion.

e. For all Odor Episodes – Reporting and Corrective Actions:

The Operator shall make available to the Department and any reporting party, upon request, a report detailing all efforts taken to resolve odor complaints.