From: Scott Bartlebaugh
Sent: Friday, October 16, 2026 8:23:57 AM
To: CSLC CommissionMeetings
Cc: CCSD General Manager; Dale McDonald; Luigi Barassi; Mark Manzione
Subject: October 21, 2026 California State Lands Commission Meeting - Public Comment - Agenda Item V. Consent Calendar 01-57, items # 27 & 28
Sensitivity: Normal

Attention: This email originated from outside of SLC and should be treated with extra caution.

October 21, 2026 California State Lands Commission Meeting - Public Comment - Agenda Item V. Consent Calendar 01-57, items # 27 & 28

California State Lands Commission,

I ask that the California State Lands Commission hold the leases for the C&H Sugar Company, Inc. (C&H) until C&H has reached equitable agreements with the Crockett Community Services District (CCSD) on the following items

- The Joint Use Agreement (JUA) for the Joint Treatment Plant) JTP.
- Billing for their sewer service provided by the Crockett Community Services District (CCSD).
- Financial responsibility for their responsibility for the JTP odor events from several years ago.
- Commitment and requirement to make tangible reduction on truck traffic impact and public infrastructure damage to Crockett.
- Commitment from C&H that they will communicate and conduct normal business with the CCSD in a timely manner with a means of accountability.

The C&H enterprise size and overwhelming majority position in the joint operation of the JTP puts the CCSD and the Crockett residents in a very disadvantaged position in negotiations and daily execution of the JUA, JTP operation, maintenance and capital investment, and C&H operations impacting Crockett residents. The CSLC is a public entity that can take action to hold C&H to equitable agreements with the CCSD and their impact on Crockett residents or at least influence this by holding these leases until equitable agreements are reached.

C&H has not been cooperative or timely in the renegotiating of the expired JUA for the JTP. Their scale and position has allowed them to stonewall the CCSD and drag out the JUA renegotiations, putting undue stress on the CCSD and it's limited resources. Lease renewal before an equitable JUA is reached unfairly supports C&H and places the CCSD and Crockett community at further risk of an inequitable agreement which would likely impact the community for decades. C&H is routinely uncooperative, unresponsive, and untimely in basic working communications in my observations based on reports by staff trying to conduct business or negotiations with C&H.

C&H has not operated or maintained the JTP such that it is reliable or positioned for economical long term operation and service to the Crockett Community. Their actions, or inactions, led to the odor event several years ago. They have sought payment from the CCSD for plant reparations and fines resulting from the JTP odor events for which they bear the responsibility and publicly stated they would fully cover. In the event C&H decided to cease operation in Crockett, the CCSD would be left with the JTP in need of capital investment to insure reliable operation much of which is the responsibility of C&H with their majority responsibility in JTP operation, maintenance, and capital improvement costs. Renewal of their leases at this time supports these inequitable actions.

An inequitable court ordered sewer service billing structure limits the CCSD from charging C&H their equitable share for

sewer service. Rate increases for C&H have been limited to 3% maximum annually while there is no limit to the rest of the rate payers served by the CCSD. This has resulted in inequitable rate increases to all other customers. The past 2 years have seen the rest of the CCSD sewage collection rate payers face double digit rate increases including a 30% rate increase this past year. C&H has seen 3% increases. We ask that you hold the lease renewals until C&H agrees to an equitable sewer service rate agreement with the CCSD.

C&H truck traffic runs through main thoroughfares of Rolph Park Avenue and Pomona Street in Crockett. Trucks often damage street lights and private property. The Crockett Community has asked C&H to route truck traffic along the Wanda bypass to minimize impact on the town. They have rejected doing this during normal operations. However during the recent labor strike they did re-route the majority of truck traffic to the Wanda bypass when strike picketing impacted their normal routes. Routing truck traffic to the Wanda bypass avoids the normal route past 2 schools, a park, numerous small businesses, the town plaza, and residences. This is another example of inequitable action by C&H in their relationship with Crockett.

I ask that the commission hold the leases on your consent calendar until the issues cited are made equitable to the public.

Regards,

Scott Bartlebaugh

Crockett Resident

Subject: October 21, 2026 California State Lands Commission Meeting – Public Comment – Consent Calendar Item 27 (Lease 5026, C&H Sugar Company, Inc.)

California State Lands Commission:

The Crockett Community Services District (CCSD) submits this comment on Consent Calendar Item 27, which would issue a new 25-year General Lease – Industrial Use to C&H Sugar Company, Inc. (C&H) for the Philip F. Meads Water Treatment Plant (Facility) in Crockett.

CCSD does not oppose the Facility's continued use of sovereign land. The Facility treats all of the wastewater from the roughly 1,175 properties CCSD serves. We ask that the Commission remove Item 27 from the Consent Calendar and, if it approves the lease, direct staff to add the conditions below before the lease is issued.

The staff report misstates CCSD's interest in the Facility. The staff report says C&H "owns the Facility and subleases a 17.14 percent interest" to CCSD. That is incorrect. The Facility is jointly owned: C&H is the majority owner and CCSD is a minority co-owner. CCSD does not sublease an interest from C&H. CCSD pays its proportional share of the Facility's operations, maintenance, and capital improvement costs. According to the staff report, the community sends about 317,000 gallons per day to the Facility, nearly half of its total daily flow. Like every past lease for this site, the proposed lease names only C&H, and so it does not reflect this co-ownership.

The partnership benefits C&H, not only the community. The staff report describes the joint operation mainly as a cost savings for Crockett residents. The community's wastewater also lowers C&H's cost to operate the Facility. Crockett's domestic wastewater carries beneficial bacteria that help offset the impact of C&H's heavily loaded sugar process wastewater, which makes the treatment process more effective and less costly. The Facility works as well as it does because both owners contribute to it, and the lease should recognize both.

Requested conditions:

1. **Name CCSD as co-owner in the lease.** The lease should list CCSD as a co-owner of the Facility, consistent with its ownership interest.
2. **Give CCSD the right to request amendments.** Commission staff has told us that only the lessee may request an amendment to the lease. Unless CCSD is named in the lease, a co-owner of public wastewater infrastructure would have no standing for 25 years to protect the community's interest in it. CCSD should be able to

request amendments, and should receive written notice of any assignment, encumbrance, default, termination, or proposed removal of improvements.

3. **Give CCSD the option to assume the lease if C&H stops operating.** If C&H stops operating the refinery or the Facility, CCSD should have the option to assume the lease on its existing terms, so that Crockett keeps its wastewater treatment service.
4. **Require an executed Joint Use Agreement.** The 1976 Joint Use Agreement (JUA) between C&H and CCSD expired in 2024, and a new one has not been reached. The staff report finds the lease in the State's best interests partly because of "the treatment of the community's wastewater at a substantially lower cost than other treatment options." That benefit depends on the JUA. CCSD asks that the lease be conditioned on a new JUA being executed. If the Commission prefers not to delay issuance, CCSD asks for a condition requiring the lease to be amended if no JUA is executed within one year of issuance.

CCSD understands that this lease application has been pending for more than two years, and we support closing that gap. But a lease that runs to 2051 should accurately reflect who owns the Facility and should protect the community that relies on it.

Respectfully,

Jena Goodman
General Manager
Crockett Community Services District
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