TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

RECEIVED STAMP

Cannabis Division - Administrative Buffer Reduction (ABR) Director's Use Permit (DUP) Application Cover Page

The following items are **REQUIRED** for a complete application:

- ❑ COMPLETED AND SIGNED APPLICATION FORM – (Page 2)
- ❑ APPLICATION AND ENVIRONMENTAL REVIEW FEES ($743) are required at the time the application is submitted to the Cannabis Division.
- ❑ COST RECOVERY AGREEMENT (Pages 3-5)
- ❑ SITE PLANS
  - o Appendix C Site Plans **OR**
  - o Applicant prepared Site Plans will be also be accepted, please reference the site plan examples included (Pages 6-7)
- ❑ SIGNED AND DATED CANNABIS DIVISION AUTHORIZATION TO ENTER PRIVATE PROPERTY FORM (Page 8)
- ❑ TRINITY COUNTY INDEMNIFICATION FORM (Page 9)
- ❑ COMPLETED AGENT AUTHORIZATION FORM (If applicable) (Page 10)
- ❑ SIGNED AND DATED INITIAL ACKNOWLEDGEMENT OF MAINTAINING EXISTING SITE CONDITIONS FORM (Page 11)
- ❑ UPDATED APPENDIX C WITH ATTENUATION PLANS REFERENCING THE ABR (If applicable)

(*Attenuation Plan Templates can be found on the County Website Here*)

NOTE: Please reach out to Trinity County Cannabis Environmental Compliance (Cannabis_CEQA@Trinitycounty.org) for help with this.

- ❑ LAND USE ENTITLEMENT FORM (Provided once permit is approved & must be signed by applicant)
  - o *NOTE: This form will act as the final piece in the approval process for this permit type. No "physical" permit is issued by the Cannabis Division for ABRs.*

NOTE: *Failure to include any of the required information may result in the rejection of your application and delay the processing of your license application or invalidate your approved license.*

* *Please be aware only **COMPLETED** applications will be accepted.* *

If you require assistance with any part of this application, please contact us.

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Administrative Buffer Reduction (ABR)
Director's Use Permit (DUP) Application

APPLICANT Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

PROPERTY OWNER ☐ Check if same as Applicant Email: _____

Name: _____ Day Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

If more than one parcel owner, attach an additional page.

PROPERTY/PROJECT DESCRIPTION: (required sections in red)

Property location/Address: _____

Assessor's Parcel Number(s): _____ Acres: _____

Property's Approx. Elevation: _____

Existing Land Use: _____ Present Zoning: _____ General Plan Designation: _____

JUSTIFICATION FOR THE REQUESTED ABR: (required)

_____

_____

_____

FOR OFFICE USE ONLY
Application Received by: _____
Date: _____
Application Fee: _____
Receipt No.: _____

I hereby certify that I am the owner of record of the property described above, or have authorization to act in behalf of the owner (form attached), and that this application and all other documents submitted are true and correct to the best of my knowledge.

_____ _____
Applicant's Signature ***Date***

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Project Cost Recovery Agreement

I, _____, the undersigned ("Applicant"), hereby authorize the County of Trinity ("County") to process Project # **CDP-** located on **APN#** _____, in accordance with TCC § 17.30E.050. **I am depositing $743** to pay for County staff review, coordination, and processing costs related to my project request based on actual staff time expended and other costs, including, but not limited to, costs for outside consultants' services, legal review, and materials and equipment.

For the purposes of this agreement, a project is a broad category of County staff services, including, but not limited to, permit applications, projects, agreements, entitlements and referral requests.

In making this initial deposit, I acknowledge and understand that **it may only cover a portion of the total project processing costs and additional payments may be required to cover the total project processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Trinity County Salary Schedule, in addition to other allowable direct and indirect costs. Actual Costs may also include other costs. I also understand and agree that I am responsible for paying these costs even if the project is withdrawn, not approved, or appealed.** I understand and agree to the following terms and conditions of this Cost Recovery Agreement:

1. Time spent by Trinity County staff ("Staff Time") in processing my requested project and any outside costs will be billed against the available deposit. **"*Staff time*" includes, but is not limited to, time spent reviewing project materials, researching/procuring and/or reviewing necessary background documentation, producing/researching/drafting any necessary environmental and/or regulatory agency documentation, accounting and financial services, site visits, responding by phone or correspondence to inquiries from the project proponent, the project proponent's representatives, neighbors and/or interested parties, producing public/tribal notifications, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, processing of any appeals, responding to public records act requests or responding to any legal challenges related to the project. "Staff" includes any employee of the Trinity County Cannabis Division and/or the Office of the County Counsel. Other costs may include outside services used, such as consultant charges. This agreement does not include other agency review fees or the County Clerk Environmental Document or other filing fees, or fees collected by other divisions that may charge separately for their review (such as Building permit fees and Environmental Health fees) or other required flat rate fees and charges.**
2. I agree to pay all costs related to project condition compliance as specified in any conditions of approval for my project.
3. I understand that approval of my project may result in additional fees including, but not limited to, filing fees, and other County permit application fees.

4. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing (usually less than 20% of the initial deposit), **staff will notify me in writing and request an additional deposit amount estimated necessary to complete processing of my project, no less than 50% of the original deposit**. I agree to submit sufficient funds as requested by staff to process the project through the life of the project until final approval within thirty (30) days of the request.
5. If the final cost for the application process is more than the available deposit, I agree to pay the difference within thirty (30) days of written notice by the County or final project action (license issuance)
6. I understand, if I fail to pay any invoices or requests for additional deposits within thirty (30) days, the County may either **stop processing my project, consider my project withdrawn, or, after providing notice to me, deny my project**. If I fail to pay any invoices after my project is approved, I acknowledge that my project may not vest and may expire, or may be subject to revocation.
7. Any staff decision to deny, expire, revoke or otherwise invalidate a project will be based on director review and approval. I have the administrative right to appeal any such decision or action to the County Planning Commission and/or Board of Supervisors for a hearing.
8. I agree to pay for any County consultant costs related to my project. If the County determines that any study submitted by the project proponent requires a County-contracted consultant peer review, I will pay the actual cost of the consultant review. These costs may vary depending on the complexity of the analysis. Selection of any consultant shall be at the sole discretion of Trinity County. The estimated cost shall be paid prior to the County initiating any work by the consultant.
9. I agree to pay the actual cost of any public notices or filing fees for the project as required by State law and local ordinance.
10. **I understand that if I fail to pay costs that I may be charged late fees, interest and collection costs. I furthermore agree to pay any late charges, interest and collection costs accrued as a result.**
11. The obligations of the Applicant under this agreement shall survive and apply regardless of whether any County approval is invalidated, set aside, expires, or is abandoned for any reason.
12. All obligations, representations, and covenants set forth in this agreement, by or on behalf of, or for the benefit of any of the parties hereto, shall be binding and insure to the benefit of such party, its successors and assignees.
13. No amendment or modification of any provision of this agreement shall be effective unless such amendment or modification is in writing, signed by all parties involved.
14. This agreement constitutes a personal contract and no party hereto shall assign or transfer this agreement without the prior written and signed consent of the other party.
15. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect.
16. This agreement shall be governed by the laws of the State of California, and it is agreed by the parties that any action brought to enforce any of the provisions of this agreement shall be brought in the County of Trinity.
17. All parties to this agreement warrant and represent that they have the power and authority to enter into this agreement.

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Name of person/party or Appointed Designee for Payment of all County Processing Fees (*Please Print Below*):

_____

Name of Company or Corporation (*if applicable, Please Print Below*):

_____

Billing Address of the party responsible for paying processing fees (*Please Print Below*):

_____

If a corporation, please attach a list of the names and titles of corporate officers authorized to act on behalf of the Corporation

Signature: _____ Date: _____

Email Address: _____ Phone: _____

ATTENTION – The property owner will be held responsible for all charges

---

To be completed by Administrative Staff:

_____

Project Name, Permit Number, Work Order and/or Planning File Number and Project Request (*above*)

_____

Receipt Number (*above*): Date

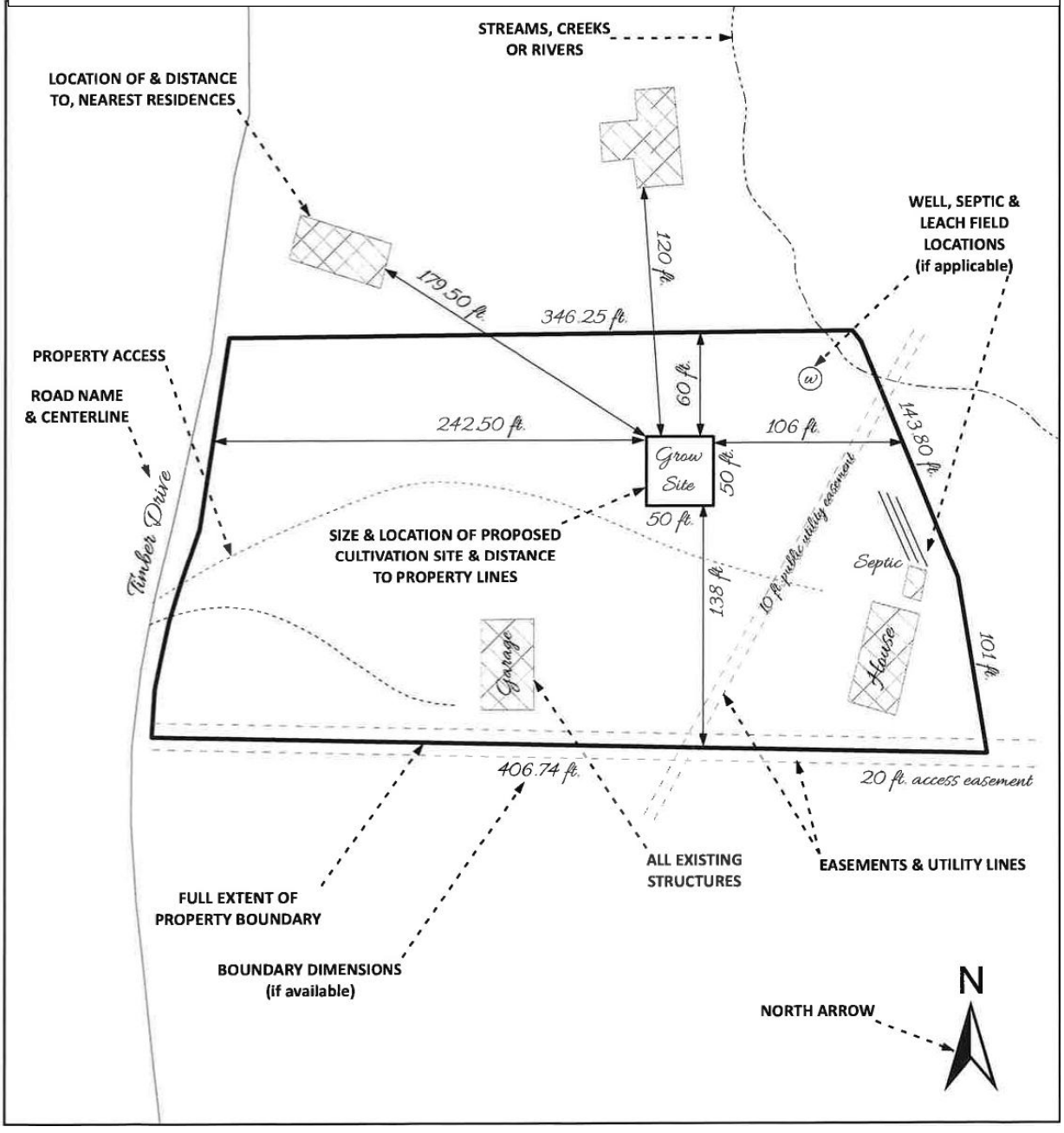
TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Sample Applicant Prepared Site Plan

SITE PLAN
EXAMPLE
APN: 000-000-000-000
Address: 123 Example Way, Weaverville, CA

Preparer: E. Smith
Date: April 15, 2025



TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

SITE PLAN

SITE PLAN **EXAMPLE** **APN: 000-000-000-000** **Address: 123 Example Way, Weaverville, CA** **Preparer: E. Smith** **Date: April 15, 2025**	**TRINITY COUNTY CANNABIS DIVISION** APPLICANT PREPARED SITE PLAN
Drawn by:	APN:
Date:	Zoning:
Scale:	Lot Area:

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Trinity County Cannabis Division
Authorization to Enter Private Property

The Trinity County Cannabis Division, as the lead agency, performs environmental evaluations as required by the California Environmental Quality Act (CEQA) which necessitates entry onto a property so that the property can be inspected and relevant information can be verified. In addition, other State and local reviewing agencies also perform responsible and trustee roles under CEQA which require inspection of the property. The comments received from these agencies assist the Cannabis Division in reviewing the environmental document for your project. In order for the Trinity County Community Development Department (TCCDD) to evaluate and verify compliance standards on your project, the TCCDD (and any reviewing agency) will need to actually view the property in order to obtain all relevant information needed to process an application.

By signing this authorization to enter your property, you are granting the reviewing agencies access to your property for the purpose of evaluating your proposed project. The authorization is valid from the date the TCCDD receives notice of your proposed project and any monitoring periods thereafter.

After review and consideration of all of the foregoing terms and conditions, those who sign below hereby agree to be bound by, fully and timely comply, with all of the foregoing terms and conditions under penalty of perjury under the State of California.

Applicant(s) and Property Owner(s) must sign in blue wet ink or through encrypted digital DocuSign. Attach additional pages as needed.

Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed
Signature	Printed Name	Date Signed

Applicants consent to compliance inspections as part of their application process. Inspections will be conducted by county officials during regular business hours Monday through Friday, nine a.m. to five p.m., excluding holidays. Applicants are permitted to participate in the inspection verification or monitoring. If possible, Trinity County will attempt to give twenty-four-hour notice of the inspection via telephone or email.

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Commercial Cannabis Indemnification Form

The undersigned Applicant(s) and Property Owner(s) acknowledge and agree to the following:

1. Applicant(s) and Property Owner(s) shall defend, indemnify, and hold harmless the County of Trinity ("County"), its elected and appointed officials, officers, employees, agents, contractors and volunteers from any and all claims, actions, proceedings, or liability of any nature whatsoever (including, but not limited to; any approvals issued in connection with any of the above described application(s) by County; any action taken to provide related environmental clearance under the California Environmental Quality Act ("CEQA") by County, its advisory agencies, boards, or commissions, including, but not limited to, appeals boards, Planning Commission, or Board of Supervisors) arising out of, or in connection with, the County's review or approval of the project or arising out of or in connection with the acts or omissions of the Applicant, its agents, employees or contractors, or relating to any damage to property or persons stemming from the project or the associated commercial cannabis activity. With respect to review or approval, this obligation shall also extend to any effort to attack, set aside, void, or annul the approval of the project, including any contention that the project or its approval is defective because a County ordinance, resolution, policy, standard or plan is not in compliance with local, state, or federal law. With respect to acts or omissions of the Applicant, its agents, employees or contractors, its obligation hereunder shall apply regardless of whether the County prepared, supplied or approved plans, specifications or both. The indemnification shall apply to any damages, costs of suit, attorney fees, or other expenses incurred by the County, its agents, officers, and employees.
2. The obligations of the Property Owner(s) and Applicant(s) under this Indemnification Form shall be a continuing obligation and shall apply regardless of whether the application or any permits, licenses, or entitlements, of any kind, are issued, approved, denied, expired, or terminated.
3. County shall have the absolute right to approve any and all counsel employed to defend the County. To the extent the County uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, the Applicant will reimburse the County upon demand. Such resources include, but are not limited, staff time, court costs, County Counsel's time at its regular rate for non-County agencies, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action or proceedings.
4. For any breach of this obligation, the County may rescind its approval of the project.
5. Applicant(s) shall not be required to pay or perform any settlement unless the settlement is approved in writing by the Applicant(s), which approval shall not be unreasonably withheld. County must approve any settlement affecting the rights and obligations of the County.
6. This agreement shall be construed and enforced in accordance with the laws of the State of California.
7. In any legal action or other proceeding brought by either party to enforce or interpret this Agreement, the venue shall be the Trinity County Superior Court.
8. Applicant(s) shall pay all court ordered costs and attorney fees.
9. The defense and indemnification of County set forth herein shall remain in full force and effect throughout all stages of litigation including appeals of any lower court judgments rendered in the proceedings.
10. Nothing in this Agreement shall be construed to limit, direct, impede, or influence the County's review and consideration of the project.

I agree to be bound by and to fully and timely comply with, all of the foregoing terms and conditions. Applicant(s) and Property Owner(s) must sign in blue wet ink or through encrypted digital DocuSign.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Trinity County Cannabis Division
Agent's Authorization Form

If an applicant wishes for another person to submit documents on their behalf, edit or view their application and related project files then please fill out the agent's contact information and authorize with the applicant(s) signature(s) and date below. The applicant must submit written documentation requesting revocation to remove the agent's authorization from the file.

AGENT'S/CONSULTANT'S CONTACT INFORMATION

Agent is authorized for: ☐ **CEQA only** ☐ **Licensing/Admin only** ☐ **Both**

Person or Business Name	Phone Number	Email
Mailing Address		
Company Website		
Person or Business Name	Phone Number	Email
Mailing Address		
Company Website		

APPLICANT(S) INFORMATION

Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St., City, State, Zip code)		
Legal Name	Phone Number	Email
Mailing Address (P.O. Box or St., City, State, Zip code)		

APPLICANT'S SIGNATURE

Applicant(s) must sign in blue wet ink or through encrypted digital DocuSign.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date

TRINITY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
CANNABIS DIVISION
530 MAIN ST., PO BOX 2819 ♦ PHONE – 530-623-1351
WEAVERVILLE, CALIFORNIA 96093

PROJECT - _____

Initial Acknowledgement of Maintaining Existing Site Conditions

Applicant Name:	Phone Number:	Email:
Mailing Address (P.O. Box or St., City, State, Zip code):		
Applicant Name:	Phone Number:	Email:
Mailing Address (P.O. Box or St., City, State, Zip code):		
Parcel Number(s):	Premise Address(es):	

As the applicant(s) of the above referenced project for a commercial cannabis use permit, I hereby acknowledge that I will continue to maintain the same site conditions at the aforementioned parcel that currently exist at the time of application submission and will not make any related land alterations while my project is pending.

Furthermore, I attest that no additional work such as: grading, site development, infrastructure, placement, tree removal, construction, trenching, operations, or related activities will occur outside of what is permitted with Trinity County for the above referenced parcel without obtaining written approval by Cannabis Division staff prior to commencement of such activities and adhere to any pre-construction mitigation measures, as outlined in the associated environmental document.

I understand that the review of this application and approval of any permits is completely based and contingent upon site conditions remaining unchanged and accurately reflecting the site conditions outlined in the associated environmental document. I agree to not alter the conditions of the site while my application/project is under review. Should site conditions be modified from their existing configuration, without approval, I understand that my application may be denied.

Unspecified or previously approved alterations may lead to additional mitigation measures or corrective enforcement actions from the Division or other agencies. Further, this will lead to delays and/or could include the denial of the permit/application prior to its approval.

I attest that, I understand these requirements and will be held responsible for any unauthorized site development and understand the importance of maintaining existing site conditions.

Applicant(s) and Property Owner(s) must sign in blue wet ink or through encrypted digital DocuSign.		
Signature	Print Name	Date
Signature	Print Name	Date
Signature	Print Name	Date