



AGENDA

Board Workshop

Tuesday, August 18, 2026 - 5:00 PM
Boardroom
2655 Grant Avenue, San Lorenzo, CA

ACCESSIBILITY INFORMATION: In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting or need a copy of the agenda in an appropriate alternative format, please contact the District Secretary at (510) 276-4700. Notification of at least 48 hours prior to the meeting will assist District staff with ensuring reasonable arrangements can be made.

MEETING DECORUM AND PUBLIC PARTICIPATION GUIDELINES: The Oro Loma Board of Directors encourages a respectful dialogue that supports freedom of speech and values diversity of opinion, in a manner consistent with the requirements of the Brown Act. The Board, staff, and members of the public are expected to be civil and courteous, and to refrain from questioning the character or motives of others participating in the meeting. Members of the public should direct their comments to the Board, and not staff or other members of the public. Speakers should not use threatening, profane or abusive language that disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting.

Page

1. **CALL TO ORDER**
2. **ROLL CALL: DIRECTORS DEAN, DUNCAN, LEE, SIMON, YOUNG**
3. **GENERAL PUBLIC**
(Members of the public wishing to comment on any item not on the agenda, but within the Board's jurisdiction, should notify the Board at this time. Those wishing to comment on any item on the agenda should do so at the time the item is considered. Comments may be limited to three (3) minutes. Time limitations shall be at the discretion of the President.)
4. **PUBLIC HEARING**
 - 4.1. **Public Hearing on Amended Ordinance No. 34, Regulating the Collection, Removal, and Disposal of Solid Waste and Other Discarded Materials**
 1. Open the public hearing to hear any protests, either oral or written, to the amended Ordinance No. 34 regulating the collection, removal, and disposal of solid waste and other discarded materials.
 2. Close the public hearing and consider any protests.
 - 4.2. **Adoption of Ordinance 34-52, Regulating the Collection, Removal, and Disposal of Solid Waste and Other Discarded Materials**
Following a public hearing at which protests were heard (if any), the Board will be asked to consider adopting Ordinance 34-52, which contains the 2026-27 solid waste rates scheduled to go into effect September 1, 2026.

3 - 41

Recommended Motion: Adopt Ordinance 34-52.

5. **NEW BUSINESS**

- 5.1. **Authorization for the General Manager to Execute a No-Cost Feasibility Agreement with Anaergia: Food Waste to Renewable Natural Gas Project** 42 - 68

Recommended Motion: Authorize the General Manager to execute the attached Development Agreement with Anaergia for a developer-funded feasibility study of a food waste to renewable natural gas (RNG) project — at no cost to the District or its ratepayers. This action covers the feasibility and preliminary-design phase only. It makes no commitment to build, finance, or approve the project, grants no property interest, and the Board keeps full discretion, including environmental review and a District-financed option.

[Staff Report, Agreement - Renewable Natural Gas Project](#)
[Attachment - Slide Deck, Renewable Natural Gas Project](#)

- 5.2. **Authorization for General Manager to Execute an Agreement with Modernscapes Innovations in the Amount of \$52,700: Treatment Plant Landscape Improvements - Carbon Garden; CEQA Class 1 Categorical Exemption per Section 15301(b).** 69 - 72

Recommended Motion: Authorize the General Manager to execute an agreement with Modernscapes Innovations in the amount of \$52,700 for Treatment Plant Landscape Improvements - Carbon Garden.

[Staff Report, Legend - Carbon Garden](#)

6. **STAFF/DIRECTOR COMMENTS**

7. **ADJOURNMENT**

ORO LOMA SANITARY DISTRICT

Ordinance No. 34-5~~2~~¹

**AN ORDINANCE REGULATING THE
COLLECTION, REMOVAL, AND DISPOSAL
OF SOLID WASTE AND OTHER
DISCARDED MATERIALS**



Effective September 1, 202~~6~~⁵

ORDINANCE NO. 34-5~~2~~4

AN ORDINANCE REGULATING THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE AND OTHER DISCARDED MATERIALS

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ATTACHMENTS

Exhibit A

Rates for Trash Collection Service

Exhibit B

Rates for Residential Per Unit Fee & Residential Recycle and Organics Collection Services

Exhibit C

Rates for Commercial & Industrial Recycle and Organics Collection Services

The Sanitary Board of Oro Loma Sanitary District, Alameda County, California, does ordain as follows:

1. DEFINITIONS

- 1.1** The term “Annual Debris Recycling Certification Application” means the completed Debris Recycling Certification Application approved by the District.
- 1.2** The term “Applicant” shall mean any individual, firm, limited liability company, association, partnership, industry, business, public or private corporation or any other entity that applies for permits to undertake any Covered Project within the District.
- 1.3** The term “Authorized Representative” means the District’s General Manager, or such other Person as the Board or General Manager may designate.
- 1.4** The term “Tag It” means a prepaid label to be affixed onto a plastic bag with a maximum capacity of 35 gallons; the labels can be purchased from the District, and the bag filled with trash and disposed of on the customer’s collection service day. The collection and disposal cost for this service is included with the purchase of the label and regular trash subscription service.
- 1.5** The term “Batteries” means single-use or rechargeable batteries and all other batteries identified by the California Integrated Waste Management Board as Universal Waste. Examples include AAA, AA, C, D, button cell, and 9-Volt batteries. Car batteries are excluded.
- 1.6** The term “Board” means the Sanitary Board of the District.
- 1.7** The term “Bulky Waste Collection Service” means the services provided by the Designated Collector, upon request, to each Residential Dwelling, two times per calendar year, at no cost. To qualify for a Bulky Waste Collection, the customer must have Curbside trash service and have four units or fewer. For Multiple Family Dwellings with four or fewer units using Curbside trash service and where the Owner pays for the service, the Owner will schedule each of the Bulky Waste Collections for all tenants on the same date. If the tenants have individual accounts for Curbside trash service with the Designated Collector, each tenant may schedule their own Bulky Waste Collection date(s). The Bulky Waste Collection program is designed to collect large items, such as furniture, mattresses, white goods, as indicated in Exhibit A and B, Sections 1.4 and 2.2 of this Ordinance.
- 1.8** The term “CalRecycle SLCP” means the State of California Code of Regulations Title 14, Division 7, Chapter 3 or commonly referred to as SB 1383 Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations.
- 1.9** The term “Certified Applicant” means an Applicant who has demonstrated compliance with the requirements of Section 4.7-2 of this Ordinance.

- 1.10** The term “Collection Service Container” means a receptacle provided by a Person, the District, or the District’s Designated Collector, which is constructed of metal or plastic material that properly contains the discarded materials without leakage and is compatible with the District’s Designated Collector’s service trucks. Collection Service Containers include residential or commercial Trash, Recycling, and Organics drop boxes, bins and carts.
- 1.11** The term “Commercial Business” means a firm, company, partnership, association, industrial facility, government entity, shopping center, religious facilities, schools, colleges, universities, recreational facilities, and parks.
- 1.12** The term “Compactor” means a stationary commercial packer that is defined as a closed container in which Discarded Materials (noncombustible solid waste) are mechanically compressed.
- 1.13** The term “Construction” means the building of any structure or portion thereof, including, but not limited to, improvements to or remodeling or repair of an existing facility or structure.
- 1.14** The term “Construction and Demolition Debris”, “C&D Debris” and “Construction Debris” means used or Discarded Materials removed from the premises during Construction, Renovation or Demolition of a structure on any pavement, street, driveway, house, building, or other structure or improvement regardless of the nature of such structure or improvement.
- 1.15** The term “Container Contamination” or “Contaminated Container” means a Collection Service Container that contains prohibited discarded materials.
- 1.16** The term “Conversion Rate” means the rate set forth in the standardized Conversion Rate Table approved by the District, pursuant to this Section, for use in estimating the volume or weight of materials in a Debris Recycling Statement.
- 1.17** The term “Covered Project” means a Project that is subject to the requirements of this Ordinance.
- 1.18** The term “Curbside” means the placement of containers in the street, adjacent to the curb, or as designated by the Authorized Representative.
- 1.19** The term “Debris Recycling Statement” or “DRS” means the completed DRS form approved by the District and submitted by the Applicant for the purpose of assessing compliance with this Ordinance.
- 1.20** The term “Demolition” means the destroying, razing, tearing down or wrecking of any pavement, street, driveway, house, building, or other structure or improvement regardless of the nature of such structure or improvement whether in whole or in part, whether interior or exterior.
- 1.21** The term “Designated Collector” means an agent or employee of the District, or any Person, firm, corporation, or public agency to whom the District has issued a permit or entered into a contract for the collection of Solid Waste or other

Discarded Materials from premises within the District. There may be more than one Designated Collector.

- 1.22** The term “Discarded Materials” means anything that a Person, business, industry, or institution has determined to discard by delivery to a disposal facility, placement in or next to a receptacle that is regularly emptied for disposal, abandonment in a public place, or otherwise giving up ownership after use, except items that must be handled as hazardous, toxic or infectious waste in accordance with rules and regulations of the Alameda County Environmental Health Department. Discarded Materials include, but are not limited to:
- a. “Crushables,” including, but not limited to, rock, ceramics, concrete, and brick;
 - b. “Glass,” including, but not limited to, glass containers and window glass;
 - c. “Organics,” including, but not limited to: grass cuttings, leaves, trimmings from plants, trees, shrubs, including branches and other uncoated wood up to six inches in diameter;
 - d. “Manures,” including, but not limited to, livestock and horse manure;
 - e. “Metals,” both ferrous and nonferrous, including, but not limited to, cans, parts from abandoned vehicles, plumbing, fences, metal doors and screens;
 - f. “Paper,” including, but not limited to, newsprint, ledger paper, computer paper, corrugated cardboard and mixed paper;
 - g. “Plastics,” including, but not limited to, beverage containers, plastic packaging, tires, and plastic cases of consumer goods such as telephones or electronic equipment;
 - h. “Putrescibles,” including, but not limited to, animal, fruit and vegetable debris resulting from preparation, storage, handling or consumption of such substances;
 - i. “Reusable goods,” including, but not limited to, intact or repairable home or industrial appliances, household goods, and clothing; intact materials in Demolition debris, such as lumber or bricks; building materials such as doors, windows, cabinets, and sinks; business supplies and equipment; lighting fixtures; and any other item that can be repaired or Reused;
 - j. “Sewage sludge”;
 - k. “Soils,” including, but not limited to, excavation soils from barren or developed land, and excess soils from yards;
 - l. “Textiles,” including, but not limited to, clothing, upholstery and pieces of fabric; and
 - m. “Wood,” including, but not limited to, lumber, pallets, stumps, and tree branches larger than six inches in diameter.
- 1.23** The term “District” means Oro Loma Sanitary District.
- 1.24** The term “District SB 1383 Fee” means the fee collected to cover the costs associated with implementing and maintaining compliance with California Senate Bill 1383. SB 1383 mandates the reduction of organic waste disposal and the recovery of edible food to reduce methane emissions. The fee supports various requirements, including but not limited to education and outreach, color-coded

collection containers, labeling, monitoring, reporting, enforcement activities, and the procurement of recycled-content paper products. The following sections of the California Code of Regulations (CCR) refer to the jurisdictions' responsibilities that support the fee: Title 14 CCR, Section 18981.2, Section 18984.7, 18985.1, and Section 18993.3.

- 1.25** The term “Divert” means to use material for any purpose other than disposal in a landfill or incineration facility. Methods of diverting materials from landfills shall include Reuse, Recycling, Composting, and Salvage.
- 1.26** The term “Diversion Attainment” means the diversion of 100% of the asphalt, concrete and similar material, and at least 50% by weight, of the total of all other C&D Debris generated by a Covered Project.
- 1.27** The term “Enforcement Agency” means Oro Loma Sanitary District, Alameda County Waste Management Authority, or CalRecycle.
- 1.28** The term “Food Waste” means food and unlined/uncoated paper or cardboard used for food or drinks discarded as part of the Organics stream.
- 1.29** The term “Garbage” shall have the meaning ascribed to it in the Sanitary District Act of 1923, Section 6406 of the California Health and Safety Code: “Garbage,” as used in this part, shall include all of the following: (a) animal, fruit and vegetable Refuse; (b) offal; (c) inorganic Refuse and rubbish; and (d) any Discarded Materials.
- 1.30** The term “Generator” means a Person that produces or accumulates solid waste and/or other discarded materials.
- 1.31** The term “Household Battery Collection” means collection of household Batteries that are contained in a Customer provided sealed heavy-duty plastic bag and placed on top of a Collection Service Container for Recyclables, as part of a Residential Dwelling Recyclables Collection Service.
- 1.32** The term “L1 Area of District” means that area situated within Unincorporated Alameda County.
- 1.33** The term “L2 Area of District” means that area situated in and overlapping the City limits of Hayward.
- 1.34** The term “L3 Area of District” means that area situated in and overlapping the City limits of San Leandro.
- 1.35** The term “monthly late charge” means the 2.0% fee imposed on residential refuse accounts that become 90 days delinquent and on commercial refuse accounts that become 30 days delinquent.
- 1.36** The term “Multi-Family Dwelling” means a Residential Dwelling consisting of five or more units, attached by a common wall.

- 1.37** The term “Organics” means material originated from living plants and animals, including but not limited to Food Waste, and yard trimmings such as, grass, flowers, leaves, and branches that are not larger than six inches in diameter.
- 1.38** The term “Overage” means the visually identified number of gallons of discarded material in excess of six (6) inches from the closed position of a residential or commercial Collection Service Container.
- 1.39** The term “Owner” means the Person to whom a parcel or parcels of real property is assessed in the last equalized assessment roll at the address shown on such assessment roll or as known to the District Secretary.
- 1.40** The term “Person” means any human being, individual, firm, company, partnership, association and private, public and municipal corporations, the United States of America, the State of California, and all political subdivisions, governmental agencies and mandataries thereof.
- 1.41** The term “Per Unit Fee” means the fee paid by Residential Customers based on the number of units on the premises. SFD and MFD Customers have a Per Unit Fee consisting of two parts: Organics and Recyclable Materials collection services fee (owed to the District’s Designated Collector), plus the District SB 1383 fee (owed to the District). The District’s Designated Collector shall invoice all Residential Customers the Per Unit Fee, including Customers exempt from trash collection services.
- 1.42** The term “Project” means any activity that requires an application for a building permit, Demolition permit, encroachment permit, sewer permit or other similar permit for work in the District.
- 1.43** The term “Recyclable Materials” means those Discarded Materials which, when separated from other Discarded Materials and properly processed, can be turned into materials made beneficial for Reuse, including, but not limited to empty bottles, empty jars, empty jugs, empty cans, paper not used for food or drink, and cardboard not used for food or drink.
- 1.44** The term “Recycling” means the process of collecting, sorting, cleansing, treating, and/or reconstituting of discarded materials that would otherwise be landfilled. .
- 1.45** The term “Recycling Service” means services and facilities for the collection and Recycling of those Discarded Materials determined by the District to be Recyclable Materials.
- 1.46** The term “Refunds” means the amounts of monetary reimbursement given to any recycling/green waste customer for charges which were erroneously levied and paid, limited to the maximum of the previous four years.
- 1.47** The term “Renovation” means any change, addition or modification in an existing structure or improvement.

- 1.48** The term “Residential Dwelling” means a residence, flat, apartment, mobile home or other facility used, or capable of being used, for housing one or more Persons.
- 1.49** The term “Reuse” means further or repeated use of Construction or Demolition Debris in the same or different form.
- 1.50** The term “Salvage” means the controlled removal of C&D Debris from a permitted building or Demolition site for the purposes of Recycling, Reuse, or storage for later Recycling or Reuse.
- 1.51** The term “Solid Waste” means mixed or segregated discarded materials, commonly referred to as Trash, Recyclables, or Organics, resulting from residential, commercial, or industrial activities. Solid Waste does not include discarded materials that require special handling, such as Hazardous, Medical, Demolition or Construction wastes.
- 1.52** The term “Source Separated” means Recyclable or Compostable Materials that have been segregated for recycling or organics collection by or for the Generator on the premises where they were generated.
- 1.53** The term “Targeted Materials” means the C&D Debris listed pursuant to Section 4.4-5 of this Ordinance.
- 1.54** The term “Tier 1 Commercial Edible Food Generator” means, as defined in SB 1383, a commercial edible food generator that is one of the following: supermarket, grocery store with a total facility size equal to or greater than 10,000 square feet, food service provider, food distributor, or wholesale food vendor.
- 1.55** The term “Tier 2 Commercial Edible Food Generator” means, as defined in SB 1383, a commercial edible food generator that is one of the following: restaurants with 250 or more seats or a total facility size equal to or greater than 5,000 square feet, or a hotel with an on-site food facility with 200 or more rooms, or a health facility with an on-site food facility with 100 or more beds, large venue, a large event, a State agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet, or a local education agency with an on-site food facility.
- 1.56** The term “Trash” means those Discarded Materials which, for the purpose of disposal, have been placed in a Collection Service Container that is regularly emptied by the District’s Designated Collector; Trash shall not include Discarded Materials required pursuant to the provisions hereto to be separated, set aside, handled, packaged or offered for collection separately from other Discarded Materials for the purpose of Recycling or Composting or requires special handling such as demolition, construction, hazardous, and medical wastes.
- 1.57** The term “Trash Collection Service” means services and facilities for the collection and disposal of non-recyclable, non-compostable, and other discarded materials that do not require special handling.

- 1.58** The term “Motor Oil” means lubricating oils for passenger vehicles.
- 1.59** The term “Motor Oil Filters” means lubricating oil filters for passenger vehicles.
- 1.60** The term “Waiver” means a period of time a commercial business is allowed to be exempted from subscribing to the required recycling and/or organics collection services due to Physical Space constraints or De Minimis. The District or the District’s Authorized Representative may grant a commercial business a waiver for up to five years.
- 1.61** The term “White Goods” means discarded washers, dryers, refrigerators, ranges, water heaters, small air conditioning units, and other similar household appliances.

2. GENERAL

2.1 Required Solid Waste Collection Services

It is hereby found, determined, and required that a Person within the District’s boundaries shall subscribe to sufficient number, size, and frequency of Trash, Recycling, and Organics services in accordance with this Ordinance, the State, and local mandates.

The District shall provide Solid Waste Collection Services to all Persons in the District in accordance with the provisions hereof.

An Owner or a Person occupying a residential dwelling or commercial business in the District must subscribe to solid waste collection services with the District’s Designated Collector and shall be charged for such services as herein provided, unless the Owner or occupant self-hauls or back-hauls their discarded materials to a permitted facility or another exemption or waiver applies.

An Owner and/or a Person shall ensure the proper disposal of Solid Waste produced or accumulating at the establishment or dwelling in accordance with this ordinance and state and local mandates. To ensure the public health and safety, the Owner of record of the commercial business or Residential Dwelling for which the District provides Trash, Recycling, and Organics collection services shall ultimately be responsible for payment of any service provided by the Designated Collector. Nothing in this paragraph is intended to prevent an arrangement or the continuance of an existing arrangement under which payment for any of such services is made by a tenant or tenants, or any agent, on behalf of the Owner. However, any such arrangement will not relieve the Owner’s ultimate obligation to the District for payment of all services provided.

2.2 Residential Property Up to Four Dwellings

An Owner or Person in possession or control of a Residential Dwelling with four or fewer units, commonly referred to as a Single-Family Dwelling (SFD), shall subscribe to Trash, Recycling, and Organics collection services with the Designated Collector within 15 days of occupancy or shall demonstrate to the District that an exemption applies. A minimum of 20-gallons of trash collection

service per week is required per residential dwelling. A SFD is not eligible for a collection service waiver.

The District or the District's Authorized Representative may give the Owner or Person written notification that such service is required in the absence of an applicable exemption. If regular solid waste collection service is not initiated within 15 days from the date of mailing of the notice, the District or the District's Authorized Representative shall require the Designated Collector to initiate and continue Trash, Recycling, and Organics services for the dwelling. All costs for services provided or made available, including administration costs, are the obligation of both the Person receiving services and the Owner.

2.3 Residential Property with Five+ Dwellings

An Owner or Person in possession or control of a Residential Property with five or more units, commonly referred to as a Multi-Family Dwelling (MFD), shall subscribe and maintain sufficient number, size, and frequency of Trash, Recycling, and Organics services with the District's Designated Collector to ensure all discarded materials fit properly into the Collection Service Containers with the lid closed flat. The area(s) where the collection service containers are stored for usage and/or staged for collection must be kept free of debris on the ground; the area must be cleaned regularly to maintain a neat appearance. Collection service containers must be readily accessible to tenants, employees, the District, the District's Authorized Representative, and the Designated Collector. MFDs are not eligible for collection service exemption(s) or waiver(s).

Per SB 1383, the District or the District's Authorized Representative may give the Owner or Person written notification that regular solid waste collection service is required. If regular solid waste collection service is not initiated within 15 days from the date of mailing of the notice, the District or the District's Authorized Representative shall require the Designated Collector to initiate and continue Trash, Recycling, and Organics services for the dwelling. All costs for services provided or made available, including administration costs, are the obligation of both the Person receiving services and the Owner.

The owner or property manager shall provide the following information, at least annually, to employees, contractors, current tenants, and new tenants prior to their move-in date:

- How to use the trash, recycling, and organics Collection Service Containers
- How to segregate recyclables and compostables from trash
- How to dispose of hazardous and medical wastes
- How to dispose of bulky items
- Collection Service schedule

2.4 Commercial and Industrial Properties

An Owner or Person in possession or control of a commercial business and/or multi-tenant property such as a shopping center in the District is responsible for complying with this Ordinance and with State and local solid waste mandates. A commercial business and/or multi-tenant and/or industrial property shall

subscribe to and maintain a sufficient number, size, and frequency of Trash, Recycling, and Organics services with the District's Designated Collector to ensure no accumulation of putrescible waste shall exceed seven days on the property and all discarded materials are sorted properly and fit into the Collection Service Containers with the lids closed flat. Collection service containers must always be secured to prevent public rummaging, usage, and/or mining of discarded materials. The area(s) where the collection service containers are stored for usage and/or staged for collection must be kept free of debris on the ground; the area must be cleaned regularly to maintain a neat appearance. The service containers must be readily accessible to employees, janitorial service providers, the District, the District's Authorized Representative, and the Designated Collector.

Collection service waivers may be requested in writing with the District or the District's Authorized Representative. Waivers may be granted up to five years. Commercial and industrial businesses are not eligible for trash exemptions.

A commercial business and/or multi-tenant and/or industrial property that self-hauls, back-hauls, donates, or sells their recycling and/or organics material shall keep records of those transactions, including the following information: name and location of receiving facility, date, and weight of the material; the information shall be made available to the District and the District's Authorized Representative upon request.

Per SB 1383, the District or the District's Authorized Representative may provide the Owner or Person written notification that regular solid waste collection service is required. If regular solid waste collection service is not initiated within 15 days from the date of mailing of the notice, the District or the District's Authorized Representative shall require the Designated Collector to initiate and continue Trash, Recycling, and Organics services for the commercial business and/or multi-tenant and/or industrial property. All costs for services provided or made available, including administration costs, are the obligation of both the Person receiving services and the Owner.

The Owner or Person responsible for the day-to day activities of a commercial business shall provide employees, janitorial service providers, vendors, contractors, and any other Person using or occupying the establishment, the following information, at least annually:

- How to use the trash, recycle, and organics Collection Service Containers
- How to segregate recyclables and organics from trash and dispose of properly
- How to dispose of hazardous and medical wastes
- How to dispose of bulky items
- Collection service schedule

An Organic Waste Generator shall comply with the requirements set forth in CalRecycle SLCP, Section 18984.9. Tier 1 and Tier 2 Commercial Edible Food Generators shall comply with the requirements set forth in CalRecycle SLCP Section 18991.3.

2.5 Exemptions from Trash Collection Service

A Person in possession or control of a residential property with four or fewer dwellings in the District may request an exemption from the requirement of mandatory Trash collection service through the Solid Waste Collection Service of the District's Designated Collector by establishing to the satisfaction of the District any one of the following:

- a. No Trash is produced or accumulated in, upon, or from such property;
- b. All Trash produced or accumulated in, upon, or from such property is disposed of by agreement with a Person subscribing to the District's Trash collection service and approved by the District;
- c. The Person in possession or control of the property demonstrates to the reasonable satisfaction of the District that Trash is regularly self-hauled directly to a permitted disposal site or transfer station within Alameda County.

Persons who feel they qualify for an exemption may submit a written request for a trash exemption to the District or District's Authorized Representative. A Trash exemption may be granted up to five years subject to the District's sole determination.

2.6 Insufficient Collection Service(s)

When, in the judgment of the District or District's Authorized Representative, additional solid waste collection service(s) are required, they shall be provided by the District's Designated Collector, and collection services paid for by the Owner and/or Person in control of the property upon written notification from the District or District's Authorized Representative. The additional collection service containers shall meet the requirements set forth in Section 4.1 "Containers for Solid Waste Collection Services."

2.7 Failure to Subscribe and Maintain the Required Collection Services

In the case of failure to subscribe and/or maintain the required collection services of Trash, Recycling, and Organics as required by this Ordinance and by the State and local mandates, a nuisance is presumed to exist on the premises and the District or the District's Authorized Representative shall initiate the required services unless there is an exemption or waiver on file.

If the District or the District's Authorized Representative, upon review of subscribed services, finds a Person not to have the required solid waste collection services: trash, recycling, and organics, the penalty process shall commence unless there is an exemption or waiver or Certification of Recycling Service (CRS) on file.

2.8 Collection Service Container Contamination

If the District or the District's Authorized Representative or the District's Designated Collector, upon review of Collection Service Containers, identifies prohibited materials, a notice shall be issued informing the Generator of the contaminant(s), along with information on how to use the Collection Service Containers and how to sort their discarded materials properly. The District's Collector may charge for and/or increase the trash collection service level as set

forth in Exhibit A of this Ordinance. The District or the District's Authorized Representative may issue a penalty as set forth in section 7.3 "Violation and Penalty of this Ordinance."

2.9 Collection Service Container Overage

If the District or the District's Authorized Representative or the District's Designated Collector, upon review of Collection Service Containers, identifies collection service containers to be overfilled, a notice shall be issued informing the Generator of the overage, along with information on how to use the Collection Service Containers and how to sort discarded materials properly. The District's Designated Collector may charge for the excess materials and/or increase the trash collection service level as set forth in Exhibit A of this Ordinance. The District or the District's Authorized Representative may increase solid waste services to ensure all discarded materials fit properly into the Collection Service Containers with the lid closed.

3. DISPOSAL OF SOLID WASTE AND OTHER DISCARDED MATERIALS

3.1 Unlawful Disposal

No Person shall throw, dump, place, accumulate, store or bury any Solid Waste or other Discarded Materials in or upon any lot, land, street, alley, private or public place, building, or in any water or waterway or easement or right of way or elsewhere within the limits of the District, or dispose of the same in any manner other than as specified in this Ordinance.

Nothing herein shall prohibit a Person from selling, giving away or otherwise legally diverting their own Recyclables or Organics Materials to a location of their choice.

3.2 Burning

No Solid Waste or other deleterious or offensive substance shall be burned in the open air within the District.

4. CONTAINERS

4.1 Containers for Solid Waste Collection Services

The District's Designated Collector shall provide each Person subscribed to solid waste collection services in the District with trash, recycle, and organics containers to be used for regular collection of discarded materials. A Multi-Family Dwelling or a commercial business using their own Collection Service Container(s) must ensure their container(s) are compatible with the Designated Collector's collection service vehicles. A Person subscribed to cart service must use the District's approved collection service carts.

Collection service containers shall be constructed of metal or plastic material, be water tight, be equipped with handles, have tight fitting covers with handles, and shall, at all times, be proof against access of flies to the contents thereof. Such containers shall be kept in a sanitary condition by their Owner(s) or user(s). At no time shall the Designated Collector be required to remove discarded materials

not in a Collection Service Container, unless such service is specified by separate contract.

Persons occupying a shared collection service space should plainly mark their collection service containers so that the ownership thereof will be known.

4.2 Containers for Discarded Materials Other Than Solid Waste

The District's Designated Collector shall provide containers for the placement of Discarded Materials other than Solid Waste.

4.3 District Specified Containers and Designated Collection Area

The District may designate a specific container or containers for storage and collection of Solid Waste or specific types of Discarded Materials. Collection service container colors, as designated per SB 1383, must be: green for organics, blue for recyclables, and black or gray for trash. The District requires collection service containers be placed Curbside, as defined in Section 1.17, on the day specified for collection by the collector.

However, collection service containers shall not be placed or kept in or on any public street, sidewalk, footpath or other public place, such as to impede pedestrian or vehicular traffic. Containers shall be placed before collection so as to be readily accessible for removing and emptying by the Designated Collector. Containers shall be replaced after collection in such a way as to not impede pedestrian or vehicular traffic. Persons shall remove Collection Service Containers from public areas as soon as possible after collection, no more than 24 hours after the specified collection day.

4.4 Construction Projects - Container Required

Every contractor, builder or Person engaged in the Construction or Demolition of a building shall provide a container at or near such building to receive all Discarded Materials by the employees in the performance of their work.

4.5 Diversion of Construction and Demolition Debris

This Section is adopted in order to supplement the provisions of the California Integrated Waste Management Act of 1989, which requires that each local jurisdiction in the State Divert 50% of Discarded Materials from landfills by December 31, 2000, and aid in compliance with the Alameda County Waste Reduction and Recycling Act of 1990 (Measure D). The intent of this Section is to divert building materials from landfills, thereby conserving natural resources. To that end, Projects that are subject to the requirements of this Section shall achieve the District's Diversion Attainment as defined herein. This Section shall only apply to those areas of the District within jurisdictions that do not have a Construction and Demolition Diversion requirement.

4.5-1 Covered Projects

The provisions of this Section shall apply to all Covered Projects within the District involving Construction, Demolition, or Renovation that have a Project valuation in excess of \$100,000. For the purposes of this Section, the estimated cost of Covered Projects shall be determined by the Building Official of the jurisdiction issuing building permits.

4.5-2 Non-Covered Projects

Applicants for Projects that do not meet the valuation threshold requirement set forth in Section 4.5-1 are Non-Covered Projects and shall be encouraged to meet the Diversion Attainment as defined herein.

4.5-3 Certification Process and Compliance Audits

- a. Applicants who have completed two or more Covered Projects within the past 12 months are eligible to apply to the District for Certification under the terms of this sub-section. Such application shall be on a form approved by the District, and may be supplemented by any other statements, documents, or other materials that will assist the District's Authorized Representative in determining the Applicant's past compliance with the requirements of this Section.
- b. Applicants certified under the terms of this sub-section must comply with all the requirements of this Section; however, Certified Applicants may not be required to complete a Debris Recycling Statement on a project-by-project basis. Certified Applicants may, instead, be required to file an Annual Debris Recycling Certification Application at the time of certification, and annually thereafter, at the time such certification is renewed.

4.6 Debris Recycling Statements

4.6-1 Submission of Debris Recycling Statement

- a. Applicants other than Certified Applicants for permits involving Covered Projects shall complete and submit a Debris Recycling Statement (DRS) on a form approved by the District. The District shall provide, as part of the permit application package, a DRS form to the Applicant. The DRS form completed by an Applicant shall include and indicate all of the following:
 1. The estimated volume or weight of the C&D Debris, by type of material generated;
 2. The estimated volume or weight of materials that can feasibly be Diverted via Reuse or Recycling;
 3. The vendor or facility that the Applicant proposes to use to Salvage, collect and/or receive Diverted material;
 4. The estimated volume or weight of materials that will be deposited in a landfill;
 5. Why at least 50% by weight of the remainder of the C&D Debris generated by the Project will not be so diverted;
 6. That the Project will generate a negligible amount of C&D debris;
 7. The District's Diversion Attainment; and
 8. Any other information requested, and deemed necessary for determining compliance with this Section, by the District's Authorized Representative.

- b. For the purposes of this Section, the Applicant shall use the standardized Conversion Rates approved by the District and contained in its Debris Recycling Statement form to estimate the volume and weight of materials identified in the DRS.

4.6-2 Review of Debris Recycling Statement

- a. Approval of Debris Recycling Statement. The District's Authorized Representative shall review and notify the Applicant of approval or non-approval of Applicant's DRS within five working days of receipt.
- b. Non-Approval of Debris Recycling Statement.
 - 1. If the District's Authorized Representative determines that the Applicant has failed to comply with the parameters of the DRS, the District's Authorized Representative shall either return the DRS to the Applicant requesting complete documentation of the reasons that the requirements of this Section cannot be met, or shall return the DRS to the Applicant marked "Denied." If the DRS is returned marked "Denied," it shall be accompanied by a statement of reasons for the denial.
 - 2. Pursuant to Section 7.1 of this Ordinance, Applicant may petition the District for a change in determination.
 - a) Emergency Demolition. No DRS is required where an authorized official of the District has made a determination that immediate Demolition is required to protect the public health or safety from imminent peril.

4.7 Compliance

4.7-1 Weighing of C&D Debris

Weight tags shall be required to verify compliance. Applicant shall make every reasonable effort to assure that all C&D Debris Diverted and/or deposited in a landfill are measured and recorded using the most accurate method of measurement available. To the extent possible, all C&D Debris shall be weighed by measurement on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. A volumetric measurement shall be used for all C&D Debris for which weighing is not practical due to small size or other considerations. Volumetric measurements shall be converted to weight by using the District's approved Conversion Rates as outline in the District's Debris Recycling Statement.

4.7-2 Determination of Compliance

- a. Certified Applicants. Certified Applicants must demonstrate compliance with the requirements of this Section in connection with their initial application for certification, and thereafter in connection with their annual renewal of re-certification. Compliance will be determined based on information contained in the Annual Debris Recycling Certification

Application, through audits of weight tags and Recycling and/or disposal facility receipts, and other business records as necessary. Certified Applicants are required to keep such Recycling and disposal records for a period of three years from the date of issuance of building permit. The District's Authorized Representative may conduct audits as needed, in addition to the annual audit in connection with re-certification, to assure compliance with this Section.

- b. Non-Certified Applicants. Upon completion of any Covered Project, an Applicant, other than a Certified Applicant, shall submit weight tags generated by such Covered Project to the District's Authorized Representative. The District's Authorized Representative shall review such weight tags to determine whether the Applicant has achieved Diversion Attainment. Such determination shall be based upon the requirements of this Section and the following guidelines.

The Applicant shall be found to have achieved Diversion Attainment if:

- 1. 100% of the asphalt, concrete, and similar material generated by the Project has been diverted, and appropriate documentation thereof as required by this Section has been provided to the District;
- 2. At least 50%, by weight, of the remainder of the C&D Debris generated by the Project has been diverted, and appropriate documentation thereof as required by this Section has been provided to the District.

4.7-3 Right to Monitor and Inspect

- a. During regular business hours and upon reasonable notice of not less than three working days, the District's Authorized Representative may inspect any Covered Project to determine levels of actual diversion activities, and to validate the information contained in the DRS or in other documents or representations provided by the Applicant.
- b. Notwithstanding the above, the District's Authorized Representative may inspect any Covered Project with less than 24 hours' notice with the consent of the Applicant or any other Person on the Project site responsible for the Project in the absence of the Applicant.
- c. Upon request by the District, Applicant shall provide as soon as practicable and no later than five working days, documentation, papers, and records relating to the disposal of C&D Debris for a Covered Project.

4.7-4 Supporting Documentation

Applicants shall retain receipts and weight tags for the quantities of materials Reused, Salvaged, recycled, and deposited in a landfill in connection with a Covered Project for a period of three years following the final inspection and issuance of a temporary or final Certificate of Occupancy. Applicant shall make such records available to the District as soon as practicable upon request.

4.7-5 Targeted Materials

In furtherance of the goals established by this Section, the District's Authorized Representative, shall establish a list of materials that could potentially be Reused, recycled, or Salvaged, and may, from time to time, amend the list based upon local markets and conditions, taking into consideration the economic feasibility of compliance, and the availability of local Recycling facilities as listed on the District's Debris Recycling Statement.

4.8 Non-Compliance

- a. When the Applicant has not achieved Diversion Attainment for a Covered Project, the District's Authorized Representative shall determine if the Applicant has made a "good faith" effort to comply with the requirements of this Section.
- b. Applicant shall be in a "Non-Attainment" status if it is determined that:
 1. 100% of the asphalt, concrete, and similar material generated by the Project was not diverted;
 2. 50% of the remainder of the C&D Debris was not diverted;
 3. The Applicant fails to submit the documentation required by this Section; and,
 4. A "good faith" effort was not made.

Failure to comply with any part of this Section of the Ordinance may result in fines and penalties as outlined in Section 7.3 of this Ordinance, and/or revocation of Applicant's sewer permit or right to discharge.

5. COLLECTION SERVICES

5.1 Frequency, Days, and Times of Collection

In no case shall Trash and Organics collection services be provided less often than once a week, except as exempted herein. Recycling collection service shall be at least bi-weekly for cart service and at least once a week for bin service.

The Board may provide for the separate collection of specified Discarded Materials.

For purposes of collection, the Board may divide the District into as many areas as it may deem necessary for the convenient collection of Solid Waste or other Discarded Materials, and may fix the day or days upon which the same shall be collected. The time of collections shall be between the hours of 6:00 A.M. and 6:00 P.M. in any residential district area, and before 10:00 A.M. in any business district area. During peak and seasonal periods, the District may allow a contractor or Designated Collector to extend its normal work schedule to ensure that Discarded Materials are collected on their designated service day.

5.2 Permit for Removal of Discarded Materials

It shall be unlawful for any Person(s) to collect or carry Discarded Materials through the streets of the District without first having obtained a permit from the

District to do so except as provided in Section 2.3 and with the exception that an Owner or Person receiving residential service shall have the right to remove the same without obtaining a permit.

5.3 Designated Collector - Professional Responsibilities

A Designated Collector shall not permit any material to fall or remain on any public street or private premises in the District; shall close all gates used by it in collection service; shall operate quietly; and shall not damage the container and, after emptying it, shall place it in the position where found after emptying it, or in the location agreed to by the Designated Collector and the District. It shall also abide by any and all laws of the State, ordinances of the County, regulations and orders of the County Health Department or officer, and ordinances and general regulations of the District, now or hereafter adopted.

The name of the Designated Collector shall appear on the side of all collection service vehicles in letters not less than six inches high. There shall also be an identifying number of each vehicle. The Board may prescribe specifications for trucks used to collect other Discarded Materials, including, but not limited to, specific recyclable materials and/or organics materials.

5.4 Location for Delivery, Processing, and/or Disposal of Solid Waste

A Designated Collector shall deliver, process, and/or dispose of discarded materials in accordance with State and local mandates.

The Board may direct a Designated Collector to deliver Discarded Materials to a specific site or facility selected by the Board.

5.5 Ownership of Discarded Materials

The District has exclusive control of the waste stream and all items discarded by its customers. All Discarded Materials shall be owned by the Person prior to it being placed in the Collection Service Containers. For residential collection service, once the container has been placed at the curb for collection, except for those with backyard service or MFDs, the discarded material(s) shall become the property of the Designated Collector and the Designated Collector shall make such material(s) accessible for inspection by the District or District's Authorized Representative upon request unless otherwise specified in the permit or contract applicable thereto. For commercial and industrial collection services, once the discarded materials are placed in the Collection Service Containers, the discarded materials shall become the property of the Designated Collector and the Designated Collector shall make such materials accessible for inspection at the request of the District or District's Authorized Representative.

6. RATES FOR SERVICE

6.1 Rates to Be Charged

The District's Designated Collector may collect charges for Trash, Recycling, and Organics collection services. Charges for Trash collection services are shown in Exhibits "A" and "B" attached hereto. Charges for Recycling and Organics services and facilities are shown on Exhibits "C" and "~~D~~" attached hereto.

The charges have been calculated by the Designated Collector so as to ensure that the amounts charged by the Designated Collector to customers are reasonable and that the Designated Collector receives a reasonable rate of return. The charges shown in Exhibits "A", "B", "C" and "D" have been reviewed for reasonableness by the District. Prior to any increase in the charges, the District shall publish notice of the meeting at which such increases of maximum charges will be heard.

6.2 Billing, Collection of Charges, and Enforcement of Collection

The District may direct a Designated Collector to bill directly for Trash collection service and/or for Recycling and Organics service. If so, the Designated Collector shall ascertain the amount of the charge or charges for the services furnished by it to each premise pursuant to this Ordinance and the applicable collection contract, and mail to the Owner of record or occupant thereof an invoice for such services. If the invoice is not paid in full, the Designated Collector is authorized to impose a 2.0% monthly late charge on residential solid waste accounts that become 90 days delinquent and on commercial solid waste accounts that become 30 days delinquent. The Designated Collector shall also send to the Owner of record written notification of the Owner's responsibility for payment for such services and the District's authority to collect said amount(s) on the tax roll.

The Designated Collector shall make every effort to collect all delinquent accounts.

Failure of the Designated Collector to mail any such invoice or failure of the Owner of record or occupant to receive such invoice shall not relieve the Owner of any parcel from the obligation of paying for such services.

In the event of the failure of the Designated Collector to collect any delinquent charge(s), the District or, if directed, its Designated Collector may enforce payment of such delinquent charge(s) in one or more of the following manners:

- a. The District or Designated Collector may institute action in any court of competent jurisdiction to collect any charges which may be due and payable in the same manner as any other debts may be collected, in which event the District or Designated Collector shall have judgment for the costs of suit and reasonable attorney' fees.
- b. The District may determine that delinquent payments 90 days or more in arrears be placed and collected on the tax roll.
- c. The amount to be collected and placed on the tax roll shall include all past due amounts as of June 30 of each year, plus the cost of processing and the costs of collection and placement of the delinquent charges on the tax roll.
- d. Take such other action as may be authorized by law and the Board.

All powers authorized by this Ordinance for the enforcement and collection of such charges are cumulative and may be pursued alternatively or collectively as the District determines.

6.3 Refunds for Solid Waste Overcharges

When it is determined that a customer's solid waste service is inconsistent with the billing records and the Designated Collector has been overcharging, the Designated Collector will process a refund to the customer for the retroactive period when the customer was overcharged, not to exceed three years.

7. MISCELLANEOUS

7.1 Disputes

In all cases of disputes or complaints including, but not limited to, the placement of Collection Service Containers awaiting removal of their contents, the quantities to be removed, the frequency of removal and the rates charged, and/or the C&D requirements of this Ordinance, the District's Authorized Representative shall make the necessary determination and his/her decision shall be final.

7.2 Authorization for District to Contract or Issue a Permit for Collection Services

The District may enter into a contract or issue a permit for the performance of one or more of the following services in the District: collection, removal, transfer, processing or disposal of Refuse and/or other specified Discarded Materials in the District, and for the collection of charges for such service or services, in accordance with the provisions of this Ordinance. The Board, by resolution, shall have the power to provide for the inclusion in such contract or permit of such terms, not in conflict with the provisions of this Ordinance, as it may deem necessary to protect the health and welfare of the District.

It shall be unlawful for any Person to interfere in any manner with the permitted or contracted collection, removal or disposal of Discarded Materials by the Designated Collector.

7.3 Violation and Penalty of this Ordinance

The Health and Safety Code of the State of California provides remedies for the violation of an ordinance or regulation of a sanitary district. Each day upon which a violation of this Ordinance continues shall be deemed a separate offense. Violations of this Ordinance may be punished or corrected by any mechanism provided for by law.

Penalties for Non-Compliance

The District or the District's Authorized Representative shall initiate the penalty process for the following violations of this Ordinance and/or as set forth in CalRecycle SLCP Section 18995.1, and/or set forth in Alameda County Waste Management Authority's Organics Reduction and Recycling Ordinance:

- Failure to subscribe and/or maintain required collection services;
- Failure to secure collection service containers;
- Failure to maintain the area where collection service containers are stored or staged for collection;

- Tier 1 and Tier 2 Edible Food Generators' failure to comply;
- Failure to comply with self-haul or back haul requirements.

The amount of penalties for the foregoing violations in accordance with this ordinance, CalRecycle SLCP, and/or Alameda County Waste Management Authority's Organics Reduction and Recycling Ordinance, shall be as follows:

- First violation, the amount shall be \$50 to \$100 per violation or such higher amount as may be established by the Enforcement Agency;
- Second violation, the amount shall be \$100 to \$200 per violation or such higher amount as may be established by the Enforcement Agency;
- Third or subsequent violation, the amount shall be \$250 to \$500 per violation or such higher amount as may be established by the Enforcement Agency.

The District or the District's Authorized Representative may impose penalties for prohibited discarded materials found in the Collection Service Containers, as follows:

Penalties for Container Contamination

- First violation, the amount shall be \$50 to \$100 per violation or such higher amount as may be established by the Enforcement Agency;
- Second violation, the amount shall be \$100 to \$200 per violation or such higher amount as may be established by the Enforcement Agency;
- Third or subsequent violation, the amount shall be \$250 to \$500 per violation or such higher amount as may be established by the Enforcement Agency.

7.4 Conflicts

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason declared to be invalid, unconstitutional, or unenforceable, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed and adopted this Ordinance and each section, subsection, sentence, clause, phrase and portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions are declared to be invalid, unconstitutional or void.

7.5 Existing and Inconsistent Ordinances

Ordinance No. 34-50 is hereby superseded as of the effective date hereof.

7.6 Publication

The Secretary of this Board is hereby directed to cause a summary of this ordinance to be posted for one week in three public places within the District and published once in the Daily Review, a newspaper of general circulation within the District, and shall take effect upon the expiration of one week from publication.



I certify the foregoing is a full, true and correct copy of an ordinance duly and regularly adopted by the Sanitary Board of the Oro Loma Sanitary District, Alameda County, California, at a meeting thereof held on the 11th day of ~~July~~ August 202~~65~~, by the following vote of the members thereof:

AYES, Members:

NOES, Members:

ABSTAIN, Members:

Sheila Young, President

Countersigned:

Rita Duncan, Secretary

EXHIBIT A

RATES FOR TRASH COLLECTION SERVICE

(Effective September 1, 202~~6~~5)

1. RESIDENTIAL TRASH COLLECTION SERVICE

For the collection, removal, and disposal of Trash, there shall be a minimum of 20 gallons of collection service with at least once a week collection per residential dwelling. The 20-gallon cart rate shall only apply to those customers subscribing to one cart per residential unit service. Residential dwellings are not eligible to share 20-gallon trash cart collection service.

1.1) The monthly service charge for trash cart sizes, shall be as follows:

Cart Size:	L1 & L2	L3
20 gallons	\$14. 67 47	\$16. 92 34
35 gallons	\$2 98 .27	\$33. 96 2.80
65 gallons	\$58. 60 6.59	\$67. 80 5.48
95 gallons	\$87. 87 4.86	\$101. 74 98.25

1.2) For additional collection, removal, and disposal of Trash in excess of one collection per week which occurs on the same day as the customer's regular service day, the rate charged per cart serviced shall be as follows:

Cart Size	L1 & L2	L3
20 gallons	Not Available	Not Available
35 gallons	\$9. 12 8.81	\$10. 48 42
65 gallons	\$17. 80 49	\$20. 55 49.85
95 gallons	\$27. 12 6.19	\$31. 38 0.30
Prepaid "Tag-It" service, 35-gallons capacity:	\$6. 87 63	\$7. 96 69

1.3) Bulky Waste Collection Service

Each residential customer with four or fewer units subscribed to Trash cart collection service from the District's Designated Collector shall be entitled to two "on-call" Bulky Waste Collections per calendar year at no additional charge, pursuant to eligibility requirements and guidelines approved by the District. Each "on-call" Bulky Waste Collection Service could include up to three large household appliances, and up to four passenger vehicle tires without rims, and bundled yard trimmings and wood not exceeding 4 feet in length and 6 inches in diameter, and up to 2 cubic yards of bagged trash or disposable containers. Bulky waste collection service is only available on the customer's service day. Additional rates may apply:

Additional Bulky Rates	L1 & L2	L3
Overage per cubic yard	\$32. 71 4.59	\$37. 76 6.47
3rd + Bulky Waste Collection Service:		
Bulky Truck Service	\$78. 84 6.14	\$91. 18 88.05
Per Cubic Yard	\$32. 71 4.59	\$37. 76 6.47

2. MULTI-FAMILY DWELLINGS (MFDs) AND MOBILE HOME PARKS (MHPs)

- 2.1) For the collection, removal, and disposal of Trash, there shall be a minimum of 20 gallons of collection service with at least once a week collection per multi-family dwelling or mobile home park residential space. MFDs and MHPs subscribing to Trash “cart” collection service where collection is made on the premises and where the MFD Owner or designated representative of the mobile home park pays the Designated Collector directly for the service charge for all units therein, a 10% discount from the cart rates prescribed in subparagraph “1.1,” above shall be charged. However, the 10% discount shall not apply to the 20-gallon cart rate. Multi-family dwellings and mobile home parks subscribed to commercial or industrial trash collection service are not eligible for 10% discount.

Cart Size	L1 & L2	L3
20 gallons	\$14. 67 17	\$16. 92 34
35 gallons	\$26. 33 5.43	\$30. 57 29.52
65 gallons	\$52. 79 0.98	\$61. 03 58.94
95 gallons	\$79. 07 6.36	\$91. 61 88.47

2.2) Bulky Waste Collection Service

Multi-Family Dwellings (MFDs) and Mobile Home Parks (MHPs) with centralized billing may arrange for bulky waste collection service at a cost. MFDs & MHPs are not eligible for the two Residential no-charge on-call bulky waste collection services per year. Bulky Waste MFD & MHP Collection Service Options and rates:

Bulky Waste Truck Collection Service Charges:

MFD & MHP Bulky Rates	L1 & L2	L3
Bulky Truck Service	\$78. 84 6.14	\$91. 18 88.05
Per Cubic Yard	\$32. 71 4.59	\$37. 76 6.47

Or

Roll-Off collection service charge same as set forth Exhibit A, Section 3.4. The MFD or MHP and the Designated Collector shall agree upon the type of Bulky Waste Collection Service for the property and collection placement.

2.3) Container Overage Fees: Residential Accounts

The fee for overfilling a solid waste container may be applied to containers with lids open more than six (6) inches from the closed position on the third occurrence and subsequent incidents. The Designated Collector shall collect acceptable items in excess of six (6) inches from the closed position and may bill an additional fee after two written warnings to the customer, provided the Designated Collector has video or photo documentation of the overage incident and completes the collection on the scheduled service day.

Charge for 3 rd and Subsequent Incidents	All Areas
Per Cart Per Occurrence	\$ 13.17 <u>2.72</u>
Per Bin Per Occurrence	\$ 164.65 <u>59.01</u>

2.4) **Contamination Fees: Residential Accounts**

The fee for contaminating the recycling and/or organics containers may be applied on the third occurrence and subsequent incidents. The Designated Collector may collect and charge an additional fee after two written warnings to the customer, provided the Designated Collector has video or photo documentation of the contamination incident and completes collection on the scheduled service day.

Charge for 3 rd and Subsequent Incidents	All Areas
Per Cart Per Occurrence	\$ 27.45 <u>6.54</u>
Per Bin Per Occurrence	\$ 82.33 <u>79.54</u>

3. COMMERCIAL AND INDUSTRIAL COLLECTION SERVICE

3.1) For the weekly collection, removal, and disposal of Trash from commercial and industrial customers, the monthly rates shall be as follows:

Commercial: L1-L2						
Trash	Number of Service Days per Week					
Size	1	2	3	4	5	6
35 gal.	\$ 32.91 <u>4.78</u>	Not Available	Not Available	Not Available	Not Available	Not Available
65 gal.	\$ 66.32 <u>4.05</u>	Not Available	Not Available	Not Available	Not Available	Not Available
95 gal.	\$ 99.46 <u>6.05</u>	Not Available	Not Available	Not Available	Not Available	Not Available
1 cu. yd	\$191.42 <u>\$184.87</u>	\$344.48 <u>\$332.69</u>	\$497.55 <u>\$480.52</u>	\$650.61 <u>\$628.34</u>	\$803.68 <u>\$776.17</u>	\$956.74 <u>\$924.00</u>
2 cu. yd	\$353.91 <u>\$341.79</u>	\$660.04 <u>\$637.44</u>	\$966.17 <u>\$933.10</u>	\$1,272.30 <u>\$1,228.75</u>	\$1,578.44 <u>\$1,524.40</u>	\$1,884.57 <u>\$1,820.05</u>
3 cu. yd	\$509.89 <u>\$492.43</u>	\$969.08 <u>\$935.91</u>	\$1,428.28 <u>\$1,379.39</u>	\$1,887.48 <u>\$1,822.86</u>	\$2,346.67 <u>\$2,266.34</u>	\$2,805.87 <u>\$2,709.82</u>
4 cu. yd	\$673.42 <u>\$650.36</u>	\$1,285.68 <u>\$1,241.67</u>	\$1,897.95 <u>\$1,832.97</u>	\$2,510.21 <u>\$2,424.28</u>	\$3,122.47 <u>\$3,015.58</u>	\$3,734.73 <u>\$3,606.89</u>
6 cu. yd	\$990.56 <u>\$956.66</u>	\$1,908.96 <u>\$1,843.61</u>	\$2,827.35 <u>\$2,730.57</u>	\$3,745.74 <u>\$3,617.53</u>	\$4,664.14 <u>\$4,504.49</u>	\$5,582.53 <u>\$5,391.44</u>
7 cu. yd	\$1,158.54 <u>\$1,118.87</u>	\$2,230.00 <u>\$2,153.66</u>	\$3,301.46 <u>\$3,188.44</u>	\$4,372.91 <u>\$4,223.22</u>	\$5,444.37 <u>\$5,258.01</u>	\$6,515.83 <u>\$6,292.79</u>

Commercial: L3						
Trash	Number of Service Days per Week					
Size	1	2	3	4	5	6
35 gal.	\$3 8.35 ^{7.04}	Not Available	Not Available	Not Available	Not Available	Not Available
65 gal.	\$7 6.74 ^{4.11}	Not Available	Not Available	Not Available	Not Available	Not Available
95 gal.	\$11 5.12 ^{1.17}	Not Available	Not Available	Not Available	Not Available	Not Available
1 cu. yd	\$221.56 ^{\$243.98}	\$398.75 ^{\$385.10}	\$575.93 ^{\$556.22}	\$753.11 ^{\$727.35}	\$930.30 ^{\$898.47}	\$1,107.48 ^{\$1,069.59}
2 cu. yd	\$411.47 ^{\$397.38}	\$765.83 ^{\$739.63}	\$1,120.20 ^{\$1,081.87}	\$1,474.57 ^{\$1,424.11}	\$1,828.94 ^{\$1,766.36}	\$2,183.30 ^{\$2,108.60}
3 cu. yd	\$590.19 ^{\$569.99}	\$1,121.74 ^{\$1,083.36}	\$1,653.29 ^{\$1,596.72}	\$2,184.84 ^{\$2,110.09}	\$2,716.39 ^{\$2,623.45}	\$3,247.94 ^{\$3,136.82}
4 cu. yd	\$779.56 ^{\$752.89}	\$1,488.30 ^{\$1,437.37}	\$2,197.03 ^{\$2,121.86}	\$2,905.77 ^{\$2,806.35}	\$3,614.50 ^{\$3,490.83}	\$4,323.24 ^{\$4,175.32}
6 cu. yd	\$1,146.48 ^{\$1,107.25}	\$2,209.58 ^{\$2,133.98}	\$3,272.68 ^{\$3,160.71}	\$4,335.79 ^{\$4,187.44}	\$5,398.89 ^{\$5,214.17}	\$6,461.99 ^{\$6,240.90}
7 cu. yd	\$1,341.09 ^{\$1,295.19}	\$2,581.37 ^{\$2,493.04}	\$3,821.66 ^{\$3,690.89}	\$5,061.94 ^{\$4,888.74}	\$6,302.23 ^{\$6,086.60}	\$7,542.51 ^{\$7,284.45}

- 3.2) For scheduled, extra collection, removal, and disposal of Trash, in addition to the customer's subscribed collection service, rates shall be as follows, per container, per occurrence:

Commercial: L1-L2		
Size	Regular Service Day	Non-Service Day
20 gal.	N/A	N/A
35 gal.	\$17.68 ^{\$17.07}	\$26.52 ^{\$25.61}
65 gal.	\$17.68 ^{\$17.07}	\$26.52 ^{\$25.61}
95 gal.	\$17.68 ^{\$17.07}	\$26.52 ^{\$25.61}
1 cu. yd	\$35.35 ^{\$34.14}	\$52.52 ^{\$50.72}
2 cu. yd	\$70.70 ^{\$68.28}	\$105.04 ^{\$101.44}
3 cu. yd	\$106.07 ^{\$102.43}	\$157.57 ^{\$152.17}
4 cu. yd	\$141.42 ^{\$136.57}	\$210.08 ^{\$202.88}
6 cu. yd	\$212.12 ^{\$204.85}	\$315.14 ^{\$304.34}
7 cu. yd	\$247.48 ^{\$239.00}	\$367.70 ^{\$355.09}

Commercial: L3		
Size	Regular Service Day	Non-Service Day
20 gal.	Not Available	Not Available
35 gal.	\$20.46 \$19.76	\$31.98 \$30.88
65 gal.	\$20.46 \$19.76	\$31.98 \$30.88
95 gal.	\$20.46 \$19.76	\$31.98 \$30.88
1 cu. yd	\$40.92 \$39.52	\$60.73 \$58.65
2 cu. yd	\$81.85 \$79.04	\$121.46 \$117.30
3 cu. yd	\$122.76 \$118.55	\$182.15 \$175.91
4 cu. yd	\$163.68 \$158.07	\$242.90 \$234.57
6 cu. yd	\$245.53 \$237.11	\$364.39 \$351.90
7 cu. yd	\$286.45 \$276.63	\$425.11 \$410.54

- 3.3) For commercial compactor “front-end load” collection service, the per cubic rate shall be:

Rate Per Cubic Yard	L1-L2	L3
Compactor Rate (Non-Rolloff)	\$68.28	\$79.04

- 3.4) For roll-off solid waste collection service the rates shall be as follows:

Industrial: L1-L2	
Roll Off	
Size	Rate per Haul
6 Yards	\$581.45 \$561.52
14 Yards	\$581.45 \$561.52
20 Yards	\$831.02 \$802.53
30 Yards	\$1,246.53 \$1,203.80
40 Yards	\$1,662.05 \$1,605.07
50 Yards	\$2,077.57 \$2,006.34
Ancillary Fee	
Roll Off Rate per Cubic yard	\$41.55 \$40.13
MSW Roll Off Compactor Rate per cubic yard	\$83.10 \$80.25
Recycle Roll Off Compactor Rate per cubic yard	\$41.55 \$40.13
Organic Roll Off Compactor Rate per cubic yard	\$74.79 \$72.23
Placement Charge	\$95.88 \$92.59
Demurrage Rate Per Week	\$72.69 \$70.20
Demurrage Rate Per Day	\$10.41 \$10.05
Flasher Rate per Haul	\$47.92 \$46.28
Customer owned compactor Container cleaning only	\$214.17 \$206.83

Roll off container relocation	\$173.90 \$167.94
Roll off Trip Charge/Dry Run	\$173.90 \$167.94

Industrial: L3	
Roll Off	
Size	Rate per Haul
6 Yards	\$672.43 \$649.38
14 Yards	\$672.43 \$649.38
20 Yards	\$960.73 \$927.79
30 Yards	\$1,441.09 \$1,391.69
40 Yards	\$1,921.46 \$1,855.59
50 Yards	\$2,401.83 \$2,319.49
Ancillary Fee	
Roll Off Rate per Cubic yard	\$48.04 \$46.39
MSW Roll Off Compactor Rate per cubic yard	\$96.07 \$92.78
Recycle Roll Off Compactor Rate per cubic yard	\$48.04 \$46.39
Organic Roll Off Compactor Rate per cubic yard	\$86.46 \$83.50
Placement Charge	\$110.93 \$107.13
Demurrage Rate Per Week	\$77.31 \$74.66
Demurrage Rate Per Day	\$11.08 \$10.70
Flasher Rate per Haul	\$55.39 \$53.49
Customer owned compactor Container cleaning only	\$214.17 \$206.83
Roll off container relocation	\$173.90 \$167.94
Roll off Trip Charge/Dry Run	\$173.90 \$167.94

4. OVERAGE FEES: COMMERCIAL ACCOUNTS

The fee for overfilling a solid waste container may be applied to containers with lids open

more than six (6) inches from the closed position on the third occurrence and subsequent incidents. The Designated Collector shall collect acceptable items in excess of six (6) inches from the closed position and may bill an additional fee after two written warnings to the customer, provided the Designated Collector has video or photo documentation of the container and completes the collection on the scheduled service day. If no chargeable incidents across all waste streams occur during the 12-month period between September 1 and the following August 31, then on each September 1 the number of warnings shall be reset to zero.

Charge for 3 rd and Subsequent Incidents	All Areas
Per Cart Per Occurrence	\$ 27.456 .54
Per Bin Per Occurrence	\$ 164.6559 .04

5. CONTAMINATION FEES: COMMERCIAL ACCOUNTS

The fee for contaminating the recycling and/or organics containers may be applied on the third occurrence and subsequent incidents. The Designated Collector may collect and charge an additional fee after two written warnings to the customer, provided the Designated Collector has video or photo documentation of the contamination incident and completes collection on the scheduled service day. If no chargeable incidents across all waste streams occurs during the 12-month period between September 1 and the following August 31, then on each September 1 the number of warnings shall be reset to zero.

Charge for 3 rd and Subsequent Incidents	All Areas
Per Cart Per Occurrence	\$ 27.456 .54
Per Bin Per Occurrence	\$ 82.3379 .54

6. ANCILLARY FEES

The charge for ancillary services provided by the Designated Collector, including but not limited to lock services, push/pull service, credit card processing, and returned check handling, shall be assessed as follows:

All Areas			
Ancillary	Rate	Frequency	Description
Hauler Lock	\$ 31.890 .80	Per Lock	Customers may purchase a lock from hauler; there is no charge to lock/unlock if customer uses a lock from hauler.
Non-Hauler Lock	\$ 5.7656	Per Key, Per Month	Hauler driver must unlock and maintain customer owned key. For Customer provided container locks only.
Push/Pull Distance			
0-10 feet	\$ 11.574 .7	Per Bin, Per Service	Driver must get out of truck and maneuver container in order to service it.
11-20 feet	\$ 23.012 .22		
21-30 feet	\$ 34.563		

	38		
31-40 feet	\$45.794 22		
Payment			
Convenience Fee: Residential Accounts	\$1.99	Per Occurrence	Fee for paying with credit card, debit card, or digital wallet. The convenience fee is subject to increase by 3 rd party vendor and may change without notice.
Convenience Fee: All Other Accounts	\$9.99	Per Occurrence	Fee for paying with credit card, debit card, or digital wallet. The convenience fee is subject to increase by 3 rd party vendor and may change without notice.
Late Payment	2%	Per Month	Payment of all invoices shall be due in full by the last day of the service period. Delinquent invoices will result in a monthly late charge of 2% of total balance.
Bad Check	\$25.00	Per Check	Returned check due to insufficient funds

7. RESIDENTIAL BACKYARD CART COLLECTION SERVICE

The charge for the Designated Collector to retrieve the collection service carts from the residential property and return the carts to their original location after service. Not available for multi-family properties. The monthly rate shall be per cart:

Single-Family Property	L1-L2	L3
Per Cart, Per Month*	\$1 8.577.93	\$2 1.500.76

*Where the residential subscriber is physically unable to place the solid waste Collection Service Containers at the curb, the Designated Collector shall provide Backyard Service at no additional cost. The resident must submit to the District or the District's Authorized Representative a letter signed by a licensed physician, indicating that the resident is physically unable to wheel the carts to the curb.

8. STATE AND LOCAL MANDATED FEES

Residential and commercial billing shall state in a separate line item the amount of total charges reflected on the bill, which are required by state and local mandated fees. In addition, should additional state and local mandated fees be imposed upon the District's Designated Collector, the Designated Collector may request a Solid Waste rate adjustment as outlined in the District's then current Franchise Agreement for Solid Waste Collection Services.

9. CHANGE IN RATES

As of September 1, 2023, and annually thereafter, residential, multi-family, commercial, and industrial Solid Waste rates may be subject to adjustment as outlined in the District's then current Agreement for Solid Waste Collection Services.

EXHIBIT B
RESIDENTIAL PER UNIT FEE
(Effective September 1, 202~~6~~5)

1. Residential Per Unit Fee

For the collection, removal, and processing of recyclables and organics, including the District's SB 1383 Fee.

1.1) Extent of Service

Recycle and Organics collection service shall be provided to all residential customers in the District by exclusive agreement issued to a Designated Collector authorized by the District. Pursuant to the state of California and local solid waste mandates, Recycle and Organics collection services are mandatory for all residential customers, including multi-family commercial properties, and exemptions from these services shall not be granted to single-family and multi-family properties.

1.2) Establishing Charges

For the purpose of charges each single-family home, each dwelling unit in a Multiple Family Dwelling (five or more units), each mobile home, motor home, or livable trailer in a mobile home park shall be considered a "residential unit." Each residential unit shall be charged the Per Unit Fee.

1.3) Residential Per Unit Fee

The Per Unit Fee includes the combined monthly charge for the collection and processing of recyclables and organics, along with the District SB 1383 Fee. The Designated Collector shall invoice all Residential Customers for the Per Unit Fee, including those exempt from trash collection services the following:

All Areas		
Per Unit Fee	Single-Family	Multi-Family
District SB 1383 Fee	\$3.00	\$3.00
Recycle and Organics Collection Services	\$5. 32 14	\$ 5.00 4.83
Monthly Charge Per Residential Unit	\$8. 32 14	\$ 8.00 7.83

1.4) Annual Rate Adjustment

The portion of the Per Unit Fee for collection services is subject to the annual rate adjustment per the District's current Agreement for Solid Waste Collection Services. The District shall review the District SB 1383 Fee annually to determine if any adjustments are needed to support the requirements of SB 1383.

2. Recycle Collection Services

Recycle cart collection service shall be provided bi-weekly, except in the L2 area of the District, where service is provided in accordance with the Memorandum of Understanding between the District, the City of Hayward, and the District's Designated Collector.

Residential customers with bi-weekly collection may recycle unlimited volumes, provided all materials fit inside the cart with the lid closed. The District's Designated Collector shall provide additional carts upon request, at no charge. Available cart sizes are 65 or 95 gallons. Accepted materials include empty bottles, cans, jars, jugs, paper, and cardboard not used for food or drink. All materials must be placed loose (not bagged) in the recycle cart.

In addition, residential single-family properties with up to four dwelling units can set out motor oil and motor oil filters for curbside collection on their service day. Only motor oil and filters in the District's approved jugs and bags shall be collected. The District's Designated Collector shall provide motor oil jugs and motor oil filter bags upon request. Residential single-family properties can also set out standard household batteries for collection in a sealable plastic bag placed on top of the cart.

3. Organics Collection Services

The organics collection service shall be weekly, with a volume limitation of one 95-gallon cart per residential unit. Available organics cart sizes are 65 or 95 gallons, and the following materials are accepted: food, yard trimmings, uncoated paper and cardboard used for food or drink, and shredded paper.

The District's Designated Collector shall provide additional organics carts upon request. The following monthly charges per additional cart shall be incurred and invoiced to the customer by the District's Designated Collector.

Residential: L1-L2						
Organics	Number of Service Days per Week					
Size	1	2	3	4	5	6
1 st Cart	No Charge	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 65	\$15. 68 14	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 95	\$24. 34 35 4	Not Available	Not Available	Not Available	Not Available	Not Available

Residential single-family customers in the L3 area can request a second cart for each eligible unit, at no additional charge from the District's Designated Collector.

EXHIBIT C

RATES FOR COMMERCIAL & INDUSTRIAL RECYCLING AND ORGANICS COLLECTION SERVICES (Effective September 1, 202~~6~~5)

1. RECYCLING COLLECTION SERVICE

For the collection, transportation, and processing of Recyclable Materials.

1.1) Extent of Service

Recycling collection service shall be required and provided, except when there is a waiver or Certified Recycling Service on file, to all commercial and industrial establishments in the Oro Loma Sanitary District by exclusive agreement issued to a Designated Collector authorized by the District.

1.2) Regularly Scheduled Collection Service

The monthly rates shall be as follows:

Commercial: L1-L2							
Recycle	Number of Service Days per Week						
Size	EOW*	1	2	3	4	5	6
1 st Cart	\$12,131.74	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 65	\$26,735.84	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 95	\$41,1039.69	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
1 cy	Not Available	\$82.21\$79.39	\$164.38\$158.74	\$246.59\$238.14	\$328.79\$317.52	\$410.97\$396.88	\$493.17\$476.26
2 cy	Not Available	\$164.38\$158.74	\$328.79\$317.52	\$493.17\$476.26	\$657.55\$635.04	\$821.96\$793.78	\$986.34\$952.53
3 cy	Not Available	\$246.59\$238.14	\$493.17\$476.26	\$739.76\$714.40	\$986.34\$952.53	\$1,232.94\$1,190.67	\$1,479.51\$1,428.79
4 cy	Not Available	\$328.79\$317.52	\$657.55\$635.04	\$986.34\$952.53	\$1,315.12\$1,270.03	\$1,643.90\$1,587.54	\$1,972.68\$1,905.05
6 cy	Not Available	\$493.17\$476.26	\$986.34\$952.53	\$1,479.51\$1,428.79	\$1,972.68\$1,905.05	\$2,465.85\$2,381.34	\$2,959.01\$2,857.57
7 cy	Not Available	\$575.37\$555.64	\$1,150.72\$1,111.27	\$1,726.10\$1,666.92	\$2,301.46\$2,222.56	\$2,876.83\$2,778.20	\$3,452.18\$3,333.83

Commercial: L3							
Recycle	Number of Service Days per Week						
Size	EOW*	1	2	3	4	5	6
1 st Cart	No Charge	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 65	\$28.08 <u>\$7.12</u>	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 95	\$43.21 <u>\$1.73</u>	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
1 cy	Not Available	\$86.41 <u>\$83.45</u>	\$172.80 <u>\$166.88</u>	\$259.23 <u>\$250.34</u>	\$345.64 <u>\$333.79</u>	\$432.03 <u>\$417.22</u>	\$518.43 <u>\$500.66</u>
2 cy	Not Available	\$172.80 <u>\$166.88</u>	\$345.64 <u>\$333.79</u>	\$518.43 <u>\$500.66</u>	\$691.24 <u>\$67.54</u>	\$864.07 <u>\$834.45</u>	\$1,036.88 <u>\$1,001.33</u>
3 cy	Not Available	\$259.23 <u>\$250.34</u>	\$518.43 <u>\$500.66</u>	\$777.67 <u>\$751.01</u>	\$1,036.88 <u>\$1,001.33</u>	\$1,296.10 <u>\$1,251.67</u>	\$1,555.32 <u>\$1,502.00</u>
4 cy	Not Available	\$345.64 <u>\$333.79</u>	\$691.24 <u>\$667.54</u>	\$1,036.88 <u>\$1,001.33</u>	\$1,382.53 <u>\$1,335.13</u>	\$1,728.15 <u>\$1,668.90</u>	\$2,073.76 <u>\$2,002.67</u>
6 cy	Not Available	\$518.43 <u>\$500.66</u>	\$1,036.88 <u>\$1,001.33</u>	\$1,555.32 <u>\$1,502.00</u>	\$2,073.76 <u>\$2,002.67</u>	\$2,592.20 <u>\$2,503.33</u>	\$3,110.65 <u>\$3,004.01</u>
7 cy	Not Available	\$604.86 <u>\$584.12</u>	\$1,209.70 <u>\$1,168.23</u>	\$1,814.55 <u>\$1,752.34</u>	\$2,419.39 <u>\$2,336.45</u>	\$3,024.24 <u>\$2,920.56</u>	\$3,629.10 <u>\$3,504.68</u>

*EOW-every other week collection service. All eligible public schools in the District shall receive Recycling collection services at no charge.

1.3) Additional Collection Service

In addition to the customer's subscribed collection services, for collection, transportation, and processing of Recyclable Materials, scheduled in advance with the Designated Collector, the rates shall be per container, occurrence:

Commercial: L1-L2		
Recycle: Extra Collection Service	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$9.50 <u>\$9.17</u>	Not Available
95 gallons	\$9.50 <u>\$9.17</u>	Not Available
1 cubic yard	\$18.99 <u>\$18.34</u>	\$28.48 <u>\$27.50</u>
2 cubic yards	\$37.97 <u>\$36.67</u>	\$56.94 <u>\$54.99</u>
3 cubic yards	\$56.94 <u>\$54.99</u>	\$85.43 <u>\$82.50</u>
4 cubic yards	\$75.93 <u>\$73.33</u>	\$113.89 <u>\$109.99</u>
6 cubic yards	\$113.89 <u>\$109.99</u>	\$170.84 <u>\$164.98</u>
7 cubic yards	\$132.88 <u>\$128.32</u>	\$199.32 <u>\$192.49</u>

Commercial: L3		
Recycle: Extra Collection Service	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$9.98 \$9.64	Not Available
95 gallons	\$9.98 \$9.64	Not Available
1 cubic yard	\$19.95 \$19.27	\$29.94 \$28.94
2 cubic yards	\$39.92 \$38.55	\$59.85 \$57.80
3 cubic yards	\$59.85 \$57.80	\$89.81 \$86.73
4 cubic yards	\$79.82 \$77.08	\$119.73 \$115.63
6 cubic yards	\$119.73 \$115.63	\$179.60 \$173.44
7 cubic yards	\$139.70 \$134.91	\$209.54 \$202.36

2. ORGANICS COLLECTION SERVICE

For the collection, transportation, and processing of Organics. The following materials are accepted: food, yard trimmings, uncoated paper and cardboard used for food or drink, and shredded paper.

2.1) Extent of Service

Organics collection service shall be required and provided, except when there is a waiver or Certified Recycling Service on file, to all commercial and industrial establishments, in Oro Loma Sanitary District by exclusive agreement issued to a Designated Collector authorized by the District. The District may require food establishments such as restaurants and grocery stores to subscribe to bin collection service due to weight and/or increased need for more service days per week to reduce odor, rodents, and/or bugs.

2.2) Regularly Scheduled Collection Service

The monthly rates shall be as follows:

Commercial: L1-L2						
Organics	Number of Service Days per Week					
Size	1	2	3	4	5	6
1 st cart	No Charge	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 65	\$59.69 \$57.65	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 95	\$89.51 \$86.45	Not Available	Not Available	Not Available	Not Available	Not Available
1 cy	\$172.28 \$166.38	\$310.03 \$299.42	\$447.80 \$432.47	\$585.55 \$565.54	\$723.31 \$698.55	\$861.07 \$834.60
2 cy	\$318.52 \$307.64	\$594.04 \$573.70	\$869.55 \$839.79	\$1,145.07 \$1,105.87	\$1,420.60 \$1,371.96	\$1,696.11 \$1,638.05
3 cy	\$458.90 \$443.49	\$872.17 \$842.32	\$1,285.45 \$1,244.45	\$1,698.73 \$1,640.58	\$2,112.00 \$2,039.74	\$2,525.28 \$2,438.84
4 cy	\$606.08 \$585.33	\$1,157.11 \$1,117.50	\$1,708.16 \$1,649.68	\$2,259.19 \$2,181.85	\$2,810.22 \$2,714.03	\$3,361.26 \$3,246.20
6 cy	\$891.50 \$860.	\$1,718.06 \$1,	\$2,544.62 \$2,	\$3,371.17 \$3,	\$4,197.73 \$4,	\$5,024.28 \$4,

	99	659.25	457.51	255.78	054.04	852.30
7 cy	\$1,042.69 \$1,006.99	\$2,007.00 \$1,938.29	\$2,971.31 \$2,869.60	\$3,935.62 \$3,800.90	\$4,899.93 \$4,732.21	\$5,864.25 \$5,663.51

Commercial: L3						
Organics	Number of Service Days per Week					
Size	1	2	3	4	5	6
1 st cart	No Charge	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 65	\$69.07 \$66.70	Not Available	Not Available	Not Available	Not Available	Not Available
ADD'L 95	\$103.61 \$100.05	Not Available	Not Available	Not Available	Not Available	Not Available
1 cy	\$199.40 \$192.58	\$358.88 \$346.59	\$518.34 \$500.60	\$677.80 \$654.61	\$837.27 \$808.62	\$996.73 \$962.63
2 cy	\$370.32 \$357.64	\$689.25 \$665.66	\$1,008.18 \$973.68	\$1,327.11 \$1,281.70	\$1,646.05 \$1,589.72	\$1,964.97 \$1,897.74
3 cy	\$531.17 \$513.00	\$1,009.57 \$975.02	\$1,487.96 \$1,437.05	\$1,966.36 \$1,899.08	\$2,444.75 \$2,361.11	\$2,923.15 \$2,823.14
4 cy	\$701.60 \$677.60	\$1,339.47 \$1,293.64	\$1,977.33 \$1,909.67	\$2,615.19 \$2,525.71	\$3,253.05 \$3,141.75	\$3,890.92 \$3,757.79
6 cy	\$1,031.83 \$996.52	\$1,988.62 \$1,920.58	\$2,945.41 \$2,844.64	\$3,902.21 \$3,768.69	\$4,859.00 \$4,692.75	\$5,815.79 \$5,616.81
7 cy	\$1,206.98 \$1,165.67	\$2,323.23 \$2,243.74	\$3,439.49 \$3,321.80	\$4,555.75 \$4,399.87	\$5,672.01 \$5,477.94	\$6,788.26 \$6,556.00

All eligible public schools in the District shall receive Organics collection services at no charge.

2.3) Additional Collection Service

In addition to the customer's subscribed collection services, for the collection, transportation, and processing of Organics scheduled in advance with the Designated Collector, the rates shall be as follows, the rates shall be per container, occurrence:

Commercial: L1-L2		
Organics: Extra Collection Service	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$15.91 \$15.36	\$23.87 \$23.05
95 gallons	\$15.91 \$15.36	\$23.87 \$23.05
1 cubic yard	\$31.82 \$30.73	\$47.27 \$45.65
2 cubic yards	\$63.63 \$61.45	\$94.53 \$91.29
3 cubic yards	\$95.45 \$92.18	\$141.81 \$136.95

4 cubic yards	\$127.27 \$122.91	\$189.08 \$182.60
6 cubic yards	\$190.92 \$184.37	\$283.62 \$273.90
7 cubic yards	\$222.74 \$215.10	\$330.94 \$319.59

Commercial: L3		
Organics: Extra Collection Service	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	\$18.42 \$17.79	\$28.79 \$27.80
95 gallons	\$18.42 \$17.79	\$28.79 \$27.80
1 cubic yard	\$36.83 \$35.57	\$54.66 \$52.79
2 cubic yards	\$73.66 \$71.13	\$109.31 \$105.56
3 cubic yards	\$110.49 \$106.70	\$163.94 \$158.32
4 cubic yards	\$147.31 \$142.26	\$218.61 \$211.12
6 cubic yards	\$220.98 \$213.40	\$327.95 \$316.71
7 cubic yards	\$257.80 \$248.96	\$382.61 \$369.49



AGENDA ITEM REPORT

AGENDA ITEM NO: 5.1

AGENDA DATE: August 18, 2026

Subject: Authorization for the General Manager to Execute a No-Cost Feasibility Agreement with Anaergia: Food Waste to Renewable Natural Gas Project

BACKGROUND:

1. What is SB 1440?

SB 1440 is a 2018 California law that is new to most California wastewater agencies. The Public Utilities Commission (CPUC) sets renewable natural gas purchase targets for the state's gas utilities, and utilities like PG&E must buy RNG from in-state producers — with priority for wastewater treatment plants.

RNG is different from standard natural gas. It is made by digesting wastewater solids plus food waste and fats, oils, and grease. Standard natural gas is petroleum-based and creates unwanted greenhouse gases. When food waste and biosolids go to a landfill or are land-applied, methane — a greenhouse gas roughly 32 times more potent than carbon dioxide — escapes to the atmosphere. That is why the CPUC incentivizes RNG.

The economics: Oro Loma would enter a 15-year contract with PG&E at a negotiated, guaranteed price of \$26 or more per unit of gas (measured in million British Thermal Units, or MMBtu) — while buying standard natural gas to run the treatment plant at about \$4 per MMBtu (PG&E's early-2026 price). The difference can amount to millions of dollars of new revenue per year for Oro Loma ratepayers.

The demand: The CPUC's statewide target was 18 million MMBtu in 2025, rising to 75 million MMBtu by 2030. The 2025 target went largely unmet — the first contract under the program was approved only in 2025. An Oro Loma project is envisioned to sell 200,000 to 260,000 MMBtu per year to PG&E. PG&E needs projects like this one.

2. What SB 1440 Means for Oro Loma

- **Today:** our digesters produce biogas generating power.
- **With SB 1440:** that biogas, converted to RNG, becomes a product with a guaranteed buyer (PG&E) and a guaranteed price floor.
- **Add food waste:** imported food waste boosts gas production and brings new tip-fee revenue — and helps meet SB 1383, California's law requiring 75% of organic waste diverted from landfills.
- **Result:** new long-term revenue that can help offset sewer rates — with no District capital at risk under the recommended approach.

3. Project Description

Processed food-waste slurry is trucked to Oro Loma and received on-site. It is blended with our existing solids in the digesters, producing more biogas. The biogas is cleaned and upgraded to pipeline-quality renewable natural gas and injected into the PG&E pipeline under a long-term SB 1440 contract.

4. Delivery Methods - Two Ways to Do This

Today's action commits to neither. The feasibility study gives the Board the facts to choose.

- **Developer-Financed (P3):** the developer funds approximately \$40M; builds, owns, and operates; assets transfer to Oro Loma at the end of the term. District capital at risk: \$0. Oro Loma earns rent plus a share of revenue.
- **District-Financed:** Oro Loma finances (approximately \$44M, for example through the state Infrastructure Bank), owns, and operates the project itself. All earnings, and all risk, stay with Oro Loma.

5. Benefit to Customers - Revenue that Offsets Rates

Revenue comes from four sources: RNG sales to PG&E under SB 1440; tip fees for accepting food waste; clean-fuel credits (federal RINs and California LCFS credits); and base rent for use of our site. Estimated net revenue to Oro Loma, per year:

- Developer-Financed (P3): \$0.7 – 1.2 million
- District-Financed: \$3.3 – 4.6 million (higher because Oro Loma keeps all earnings — but it also carries all the cost and risk)

No cost to ratepayers for the feasibility phase.

The developer bears 100% of study costs. The District's contribution is in-kind staff and consultant time and access to existing records.

6. Timeline

Feasibility study including the PG&E SB 1440 application (developer-funded, 12–24 months: 2026–2028) → Board go/no-go decision (2028) → agreements and environmental review (2028–2029) → construction (two years or less: 2029–2031) → operation (20 years, beginning approximately 2031).

Only the feasibility study is being approved today. Every later step requires a separate Board decision.

7. Requested Approval

Authorize the General Manager to execute the Development Agreement with Anaergia.

- Feasibility and preliminary-design phase only
- No cost — the study is funded entirely by the developer
- No commitment to build, finance, or approve the project
- No property interest granted
- The Board keeps full discretion — including environmental review and a District-financed option

ISSUES:

No known issues.

OPTIONS:

- 1. Authorize the Development Agreement with Anaergia, as recommended.** Proceed with the developer-funded feasibility and preliminary design phase, with no commitment to construct, finance, or approve the project.
- 2. Do not authorize the Development Agreement.** Take no further action on the proposed RNG feasibility study at this time.

RECOMMENDED ACTION:

Authorize the General Manager to execute the attached Development Agreement with Anaergia for a developer-funded feasibility study of a food waste to renewable natural gas (RNG) project — at no cost to the District or its ratepayers. This action covers the feasibility and preliminary-design phase only. It makes no commitment to build, finance, or approve the project, grants no property interest, and the Board keeps full discretion — including environmental review and a District-financed option.

ATTACHMENT(S):

[OLSD Development Agreement - RNG Project](#)

DEVELOPMENT AGREEMENT

Food Waste Co-Digestion and Renewable Natural Gas Project — Feasibility and Preliminary Design Phase

DRAFT FOR DISCUSSION PURPOSES ONLY — SUBJECT TO LEGAL REVIEW — NOT A BINDING OFFER

This DEVELOPMENT AGREEMENT (“Agreement”), dated as of _____, 2026 (“Effective Date”), is entered into between ORO LOMA SANITARY DISTRICT, a California sanitary district organized under the Sanitary District Act of 1923 (“District”), and _____, a Delaware limited liability company (“Developer”). District and Developer are referred to individually as a “Party” and together as the “Parties.”

RECITALS

- District owns and operates a wastewater treatment plant (“WWTP”) with anaerobic digestion capacity, related infrastructure, and an established service area (collectively, the “District Assets”).
- Developer has proposed a project to receive and co-digest anaerobically digestible material, principally food waste slurry, in the District's digesters; to construct a new digester and biogas conditioning and upgrading facilities; and to produce and sell renewable natural gas (“RNG”) and associated environmental attributes (the “Project”).
- Before either Party commits to definitive Project agreements, the Parties desire to complete a feasibility study and preliminary design phase, funded entirely by Developer, culminating in a joint go/no-go decision.
- The Parties intend that any definitive agreements negotiated following a positive go/no-go decision will be consistent with the commercial principles set forth in Exhibit A (“Term Sheet Principles”).

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

1. Purpose; No Project Commitment

(a) **Purpose.** This Agreement establishes an exclusive working relationship under which Developer will complete the Feasibility Studies and Preliminary Design described in Section 4, at Developer's sole cost and expense, and the Parties will jointly decide whether to proceed to negotiation of definitive Project agreements.

(b) **No Commitment; CEQA.** This Agreement is not an approval of the Project and does not commit the District to approve, construct, finance, lease property for, or otherwise proceed with the Project. The District retains full discretion to approve, modify, condition, or reject the Project following completion of environmental review under the California Environmental Quality Act (“CEQA”). No definitive agreement granting Developer a property interest or right to construct the Project will be executed prior to the District's completion of CEQA review as lead agency. Nothing in this Agreement limits the District's consideration of the full range of alternatives and mitigation measures under CEQA.

(c) **No Property Interest.** This Agreement grants Developer a revocable license for site access as described in Section 5 and Exhibit B only. It is not a lease, easement, option, or other interest in real property.

2. Term

(a) The term of this Agreement commences on the Effective Date and continues for twenty-four (24) months (the “Feasibility Period”), unless earlier terminated under Section 9.

(b) The Feasibility Period may be extended by mutual written agreement of the Parties for up to two (2) additional periods of six (6) months each.

3. Developer's Cost Responsibility

(a) Developer shall bear one hundred percent (100%) of the costs of the Feasibility Studies and Preliminary Design, including all engineering, environmental, market, legal, permitting-related, and financial analysis costs incurred by Developer.

(b) The District's contribution during the Feasibility Period is limited to reasonable staff cooperation, access to existing records and operating data, and site access as provided herein. The District shall have no obligation to expend capital funds or reimburse Developer for any cost under this Agreement.

(c) Each Party bears its own legal and consultant costs in connection with this Agreement and the negotiation of definitive agreements.

4. Feasibility Studies and Preliminary Design

Developer shall diligently perform and deliver to the District, no later than the end of the Feasibility Period, the following (collectively, the “Decision Package”):

- **Preliminary design** of all Project facilities, including any new digester, receiving and pre-processing facilities, gas conditioning and upgrading equipment, and pipeline interconnection, at a level sufficient to support a Class 3 (or better) cost estimate.
- **Feedstock market study** quantifying available food waste slurry and other anaerobically digestible material in the relevant supply shed, projected delivered volumes (gallons per year), truck traffic (deliveries per day), and market tip-fee benchmarking against published comparable rates.
- **Digester capacity and process analysis** confirming available and required digestion capacity, loading rates, gas production projections (MMBtu per year), and impacts on District operations, including biosolids quantities.
- **Biosolids and energy mass balance** quantifying incremental biosolids production and disposal costs and incremental natural gas and electricity requirements attributable to the Project, consistent with the cost-allocation principles in Exhibit A.
- **Environmental attributes analysis** addressing RNG offtake alternatives and the eligibility, pathway, and projected value of environmental attributes, including RFS RINs, LCFS credits, SB 1440 procurement, and federal tax credits, with supporting carbon-intensity analysis.
- **Open-book financial model** presenting Project capital costs, operating costs, revenues, and returns, with all assumptions stated and source-referenced, sufficient for the District to independently evaluate the revenue-sharing framework in Exhibit A.

- **CEQA-ready project description** and supporting technical information sufficient for the District, as lead agency, to initiate environmental review.

5. Site Access License

During the Feasibility Period, the District grants Developer a revocable, non-exclusive license to enter designated areas of the WWTP solely to perform investigations, examinations, surveys, and studies in support of the Feasibility Studies, subject to the access conditions set forth in Exhibit B, including prior written notice, insurance, no destructive or invasive testing without prior District consent, and restoration obligations.

6. Exclusivity

(a) **Developer Exclusivity.** During the Feasibility Period, the District shall not solicit, negotiate, or enter into any agreement with a third party for a food waste co-digestion and RNG project at the WWTP substantially similar to the Project.

(b) **Reserved District Rights.** Notwithstanding Section 6(a), the District expressly reserves the right to: (i) continue planning, evaluating, and pursuing a District-owned and District-financed project alternative, including financing applications to the California Infrastructure and Economic Development Bank or other public funding sources; (ii) operate, maintain, repair, replace, and expand the WWTP; and (iii) respond to unsolicited proposals to the extent required by law, provided the District does not execute a competing agreement during the Feasibility Period.

(c) Exclusivity expires automatically upon expiration or termination of this Agreement or upon a no-go decision by either Party under Section 7.

7. Joint Go/No-Go Decision

(a) Within ninety (90) days following Developer's delivery of the complete Decision Package, each Party shall notify the other in writing of its election to proceed ("Go") or not to proceed ("No-Go") to negotiation of definitive Project agreements. Each Party's election is in its sole and absolute discretion.

(b) If both Parties elect Go, the Parties shall negotiate definitive Project agreements in good faith, consistent with the Term Sheet Principles in Exhibit A, for a period of one hundred eighty (180) days, which may be extended by mutual written agreement.

(c) If either Party elects No-Go, or if the Parties fail to execute definitive agreements within the negotiation period, this Agreement terminates and neither Party shall have any further obligation to the other except as expressly survives under Section 12.

(d) A Go election does not constitute District approval of the Project, which remains subject to CEQA completion, Board approval, and execution of definitive agreements.

8. Work Product and Data

(a) Developer shall provide the District with copies of all final studies, reports, models, and preliminary design documents comprising the Decision Package, and reasonable supporting data, as they are completed.

(b) If this Agreement terminates for any reason other than the Parties' execution of definitive Project agreements, the District shall have a perpetual, royalty-free license to use the Decision Package and supporting data for any District purpose, including a District-developed project.

(c) The Parties acknowledge that the District is subject to the California Public Records Act. Developer shall clearly mark any claimed trade secret material, and the District will assert available exemptions to the extent permitted by law, but the District does not guarantee confidentiality.

9. Termination

(a) Developer may terminate this Agreement at any time upon thirty (30) days' written notice if it determines, in its sole discretion, that the Project is not feasible or that it no longer intends to pursue the Project.

(b) The District may terminate this Agreement upon thirty (30) days' written notice if Developer fails to diligently prosecute the Feasibility Studies, following written notice of such failure and a sixty (60) day opportunity to cure.

(c) Either Party may terminate for the other Party's uncured material breach, following written notice and a sixty (60) day opportunity to cure.

10. Insurance Developer, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Developer and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Developer shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Developer shall maintain the insurance policies required by this section throughout the term of this Agreement. Developer shall not allow any subcontractor to commence work on any subcontract until Developer has obtained all insurance required herein for the subcontractor(s) and provided evidence to District that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Developer shall maintain all required insurance listed herein for the duration of this Agreement.

10.1 Workers' Compensation.

10.1.1 General Requirements. Developer shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Developer. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Developer may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Project Manager.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Developer, its employees, agents, and subcontractors.

10.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor shall submit the following:

- a. Certificate of Workers' Compensation Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

10.2 Commercial General and Automobile Liability Insurance.

10.2.1 General Requirements. Developer, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000, and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement; as well as commercial umbrella policy in an amount not less than \$4,000,000. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

10.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

10.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Developer; or automobiles owned, leased, hired, or borrowed by the Developer.
- c. Developer hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Developer agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Developer's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be

excess of the Developer's insurance and shall not contribute with it.

10.2.4 Submittal Requirements. To comply with Subsection 4.2, Developer shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

10.3 All Policies Requirements.

10.3.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

10.3.2 Verification of Coverage. Prior to beginning any work under this Agreement, Developer shall furnish District with complete copies of all Certificates of Liability Insurance delivered to Developer by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Developer beginning work, it shall not waive the Developer's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

10.3.3 Deductibles and Self-Insured Retentions. Developer shall disclose to and obtain the written approval of District for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and volunteers; or the Developer shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.3.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

10.3.5 Endorsement Requirements. Each insurance policy required by Section 10 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the District.

10.3.6 Subcontractors. Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

11. INDEMNIFICATION AND Developer'S RESPONSIBILITIES. Developer shall indemnify, defend with counsel acceptable to District, and hold harmless District and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Developer's performance under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of District.

The Developer's obligation to defend and indemnify shall not be excused because of the Developer's inability to evaluate Liability or because the Developer evaluates Liability and determines that the Developer is not liable to the claimant. The Developer must respond within 30 days, to the tender of any claim for defense and indemnity by the District, unless this time has been extended by the District. If the Developer fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Developer under and by virtue of this Agreement as shall reasonably be considered necessary by the District, may be retained by the District until disposition has been made of the claim or suit for damages, or until the Developer accepts or rejects the tender of defense, whichever occurs first.

11. Assignment

Developer shall not assign this Agreement or any interest herein without the District's prior written consent, except to an entity controlled by, controlling, or under common control with Developer, with written notice to the District.

12. General Provisions

- (a) **Survival.** Sections 8, 10(b), and 12 survive expiration or termination of this Agreement.
- (b) **Governing Law; Venue.** This Agreement is governed by California law. Venue for any dispute lies in the County of Alameda.
- (c) **Dispute Resolution.** The Parties will first attempt informal resolution through management representatives, then non-binding mediation, before pursuing any remedy at law or in equity.
- (d) **Entire Agreement; Amendment.** This Agreement, including Exhibits A and B, is the entire agreement of the Parties regarding its subject matter and may be amended only in a writing signed by both Parties.
- (e) **No Joint Venture; Independent Contractor.** At all times during the term of this Agreement, Developer shall be an independent contractor and shall not be an employee of District. Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties.
- (f) **Authority.** Each person executing this Agreement warrants that they are duly authorized to do so on behalf of the Party for which they sign.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ORO LOMA SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Term Sheet Principles for Definitive Project Agreements

The Parties intend that definitive Project agreements negotiated following a joint Go decision will be consistent with the following principles, except as may otherwise be mutually agreed upon by the Parties. Bracketed values are placeholders pending negotiation.

A-1. Project Structure

- Developer (or a special-purpose project entity, the “SPV”) finances, constructs, owns, and operates the Project facilities at no capital cost to the District.
- The District's contribution consists of existing digestion capacity, site, utilities access, and operational integration. The Parties acknowledge that the replacement value of contributed District Assets materially exceeds Developer's Project capital investment, and the revenue-sharing framework shall reflect that contribution.

A-2. Revenue Sharing

- The District shall receive a share of Project Gross Earnings equal to [_____] % per year, in addition to base rent for the leased premises.
- “**Gross Earnings**” means all SPV revenue from all sources, including RNG commodity sales, tip fees, and all environmental attributes (RINs, LCFS credits, SB 1440 payments, and federal tax credits monetized by the SPV).
- Any net-earnings formulation shall deduct only allowable, documented third-party operating expenses, capped by CPI escalation, with no intercompany charges, management fees, or affiliate markups.
- Base rent shall not be less than published comparable host-agency benchmarks for competitively procured projects.

A-3. Cost Allocation

- All incremental biosolids handling and disposal costs and all incremental natural gas and electricity costs attributable to the Project are borne by the SPV, with an annual contractual true-up. These costs are not deducted from, and do not reduce, the District's revenue share or rent.

A-4. Tip Fee Benchmarking

- Tip fees charged by the SPV for received feedstock shall be benchmarked to published comparable receiving rates for food waste slurry at regional public-agency facilities, with periodic market adjustment.

A-5. District Purchase Option

- The District shall hold an option, exercisable at defined intervals, to purchase the Project facilities at the undepreciated capital cost of the facilities (original capital cost less accumulated straight-line depreciation), plus reasonable transfer costs. No purchase-price

formula based on compounded developer rate-of-return or weighted average cost of capital shall apply.

A-6. Term and Extensions

- Definitive agreement term of twenty (20) years from commercial operation, with extensions only by mutual agreement of both Parties.

A-7. Environmental Attributes

- Environmental attributes generated by the Project are Project revenue subject to the revenue-sharing framework in A-2; they are not retained solely by Developer. The SPV shall pursue attribute value in good faith and provide the District audit rights over attribute generation and monetization.

A-8. Performance Security and Exit

- Definitive agreements shall include performance security, decommissioning and site-restoration obligations, District step-in rights upon extended Developer default, and mutual reporting and audit rights.

EXHIBIT B

Site Access Conditions

-
- **Notice.** Developer shall provide the District written notice at least seventy-two (72) hours prior to any entry onto the WWTP by Developer or its agents, employees, consultants, or contractors.
 - **Scope.** Access is limited to areas designated by the District and to activities in support of the Feasibility Studies, including title, land use, and regulatory review; soils tests; environmental site assessments; surveys; and evaluation of utility and pipeline interconnection suitability.
 - **No Destructive Testing.** No destructive or invasive testing shall be performed without the District's prior written consent.
 - **Restoration.** Following any physically intrusive investigation, Developer shall restore the affected property to the condition existing prior to such testing, to the reasonable satisfaction of the District.
 - **Operations.** Developer's activities shall not interfere with District operations. District staff may accompany Developer personnel at the District's discretion. District may instruct Developer to relocate or leave the WWTP completely when determined necessary by the District for operational requirements, in District's sole determination. Developer shall immediately comply with District's instructions.
 - **Cooperation.** The District will reasonably cooperate in providing existing records, drawings, and operating data relevant to the Feasibility Studies, and in Developer's contacts with regulatory agencies.



Food Waste to Renewable Natural Gas

Turning our biogas into revenue under California's SB 1440

Jimmy Dang, PE

August 18, 2026

Oro Loma Sanitary District



What Is SB 1440?

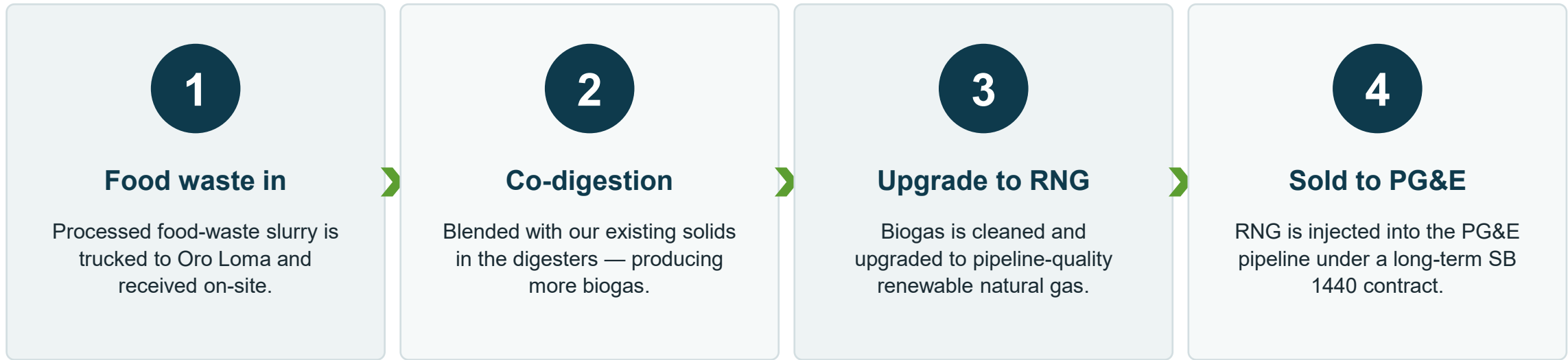
- 2018 California law that is new to CA wastewater agencies (most CA agencies are not aware of this opportunity): the Public Utilities Commission (CPUC) sets renewable natural gas (RNG) purchase targets for the state's gas utilities. RNG is different from standard natural gas — it is made by digesting wastewater solids plus food waste and fats, oils, and grease; while standard natural gas is petroleum-based and creates unwanted greenhouse gases. If the food waste and biosolids go to a landfill or are land applied, the methane emissions (32X more GHG compared to carbon) escape into the atmosphere which is why the CPUC incentivizes RNG.
- Utilities like PG&E must buy RNG from in-state producers — with priority for wastewater treatment plants.
- Oro Loma would enter a 15-year contract with PG&E at a negotiated, guaranteed price of \$26 or more per unit of gas (gas is measured in Million British Thermal Units, or MMBtu) — and buy natural gas to run the wastewater treatment plant at \$4 per MMBtu (PG&E's early-2026 price). The difference can amount to millions of dollars of new revenue per year for Oro Loma ratepayers.
- The statewide target set by the CPUC was 18 million MMBtu in 2025 and increases to 75 million MMBtu by 2030. The 2025 target went largely unmet: the first contract under the program was approved only in 2025. An Oro Loma project is envisioned to sell 200,000 to 260,000 MMBtu to PG&E. PG&E needs projects like this one.

Why it matters: A guaranteed buyer, a guaranteed price, and a state program that needs suppliers — for gas we already produce plus new gas from digesting food waste.

What SB 1440 Means for Oro Loma

Today	Our digesters produce biogas generating power.
With SB 1440	That biogas converted to RNG becomes a product with a guaranteed buyer (PG&E) and a guaranteed price floor.
Add Food Waste	Imported food waste boosts gas production and brings new tip-fee revenue — and helps meet SB 1383, California’s law requiring 75% of organic waste diverted from landfills.
Result	New long-term revenue that can help offset sewer rates — with no District capital at risk under the recommended approach.

How the Project Works



Delivery Methods — Two Ways to Do This

Today’s action commits to neither. The feasibility study gives the Board the facts to choose.

Developer-Financed (P3)

\$0

District capital at risk

Developer funds ~\$40M; builds, owns, and operates. Assets transfer to Oro Loma at the end of the term.

Oro Loma earns rent + a share of revenue.

District-Financed

~\$44M

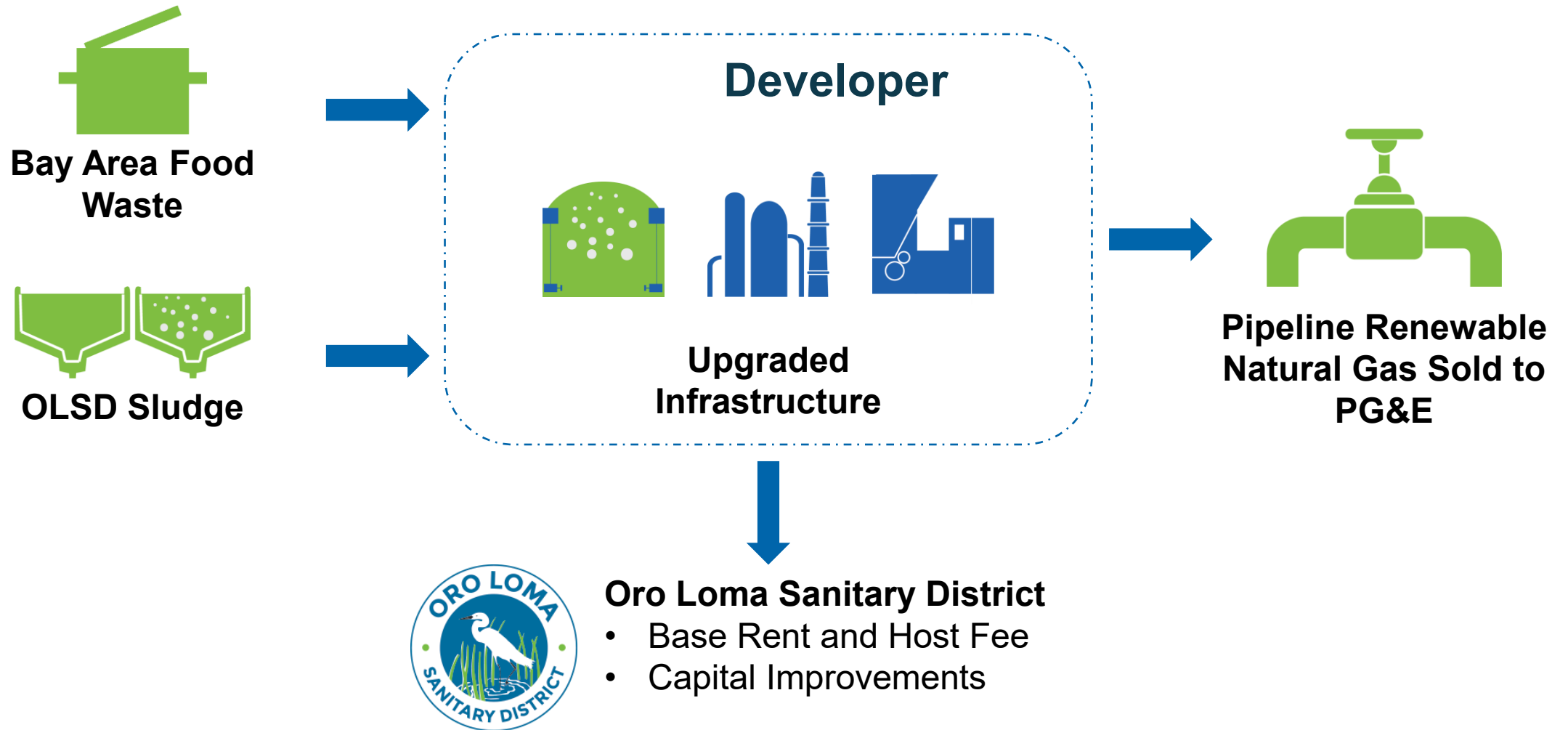
District financed (e.g., state Infrastructure Bank)

Oro Loma finances, owns, and operates the project itself.

All earnings — and all risk — stay with Oro Loma.

Why it matters: The developer-funded study keeps both options open — at no cost to the District.

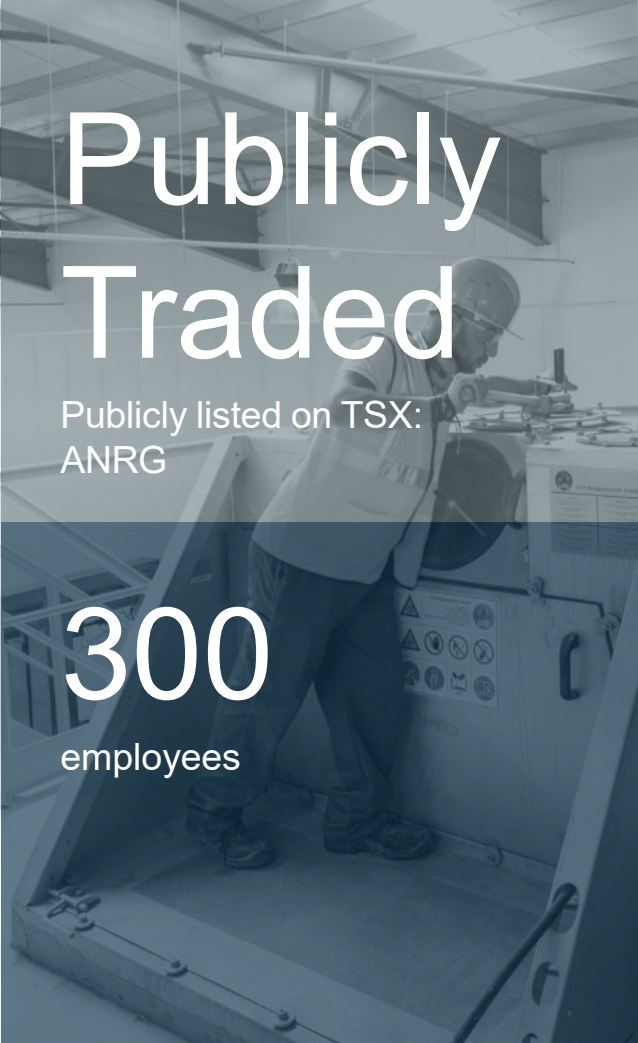
How Would a Developer-Financed (P3) Work?



Who Is Anaergia?

- Publicly traded waste-to-energy company (Toronto Stock Exchange: ANRG).
- Built 230+ waste-to-gas plants worldwide since 2010; operates nine today.
- Operating at Victor Valley since 2022; building Riverside now — Oro Loma would be third.
- The first and only developer delivering renewable gas under SB 1440.
- The only developer running these projects at California public wastewater plants.
- Have a food waste procurement team that is operating in CA.
- Pays for the study because it profits only if a project is built — Oro Loma keeps all the work either way.

Anaergia at a Glance



Publicly Traded

Publicly listed on TSX:
ANRG

230+

RNG plants built since 2010

9 Facilities

RNG facilities operated

300

employees

231

active and
pending
patents

10

Offices

8 regional project offices and 2
manufacturing facilities on
4 continents

P3 Example: Victor Valley Wastewater Reclamation Authority

Flexible deployment within existing wastewater infrastructure — delivery model: P3, Anaergia financed

320,000
MMBTU/YR of RNG
Offtake with Southwest Gas
under SB 1440

Anaergia Pipeline Injection Site



Benefit to Customers: Revenue That Offsets Rates

Four revenue sources

- RNG sales to PG&E under SB 1440
- Tip fees for accepting food waste
- Clean-fuel credits — federal RINs and California LCFS credits
- Base rent for use of our site

Estimated net revenue to Oro Loma, per year

Developer-Financed (P3)

\$0.7–1.2M

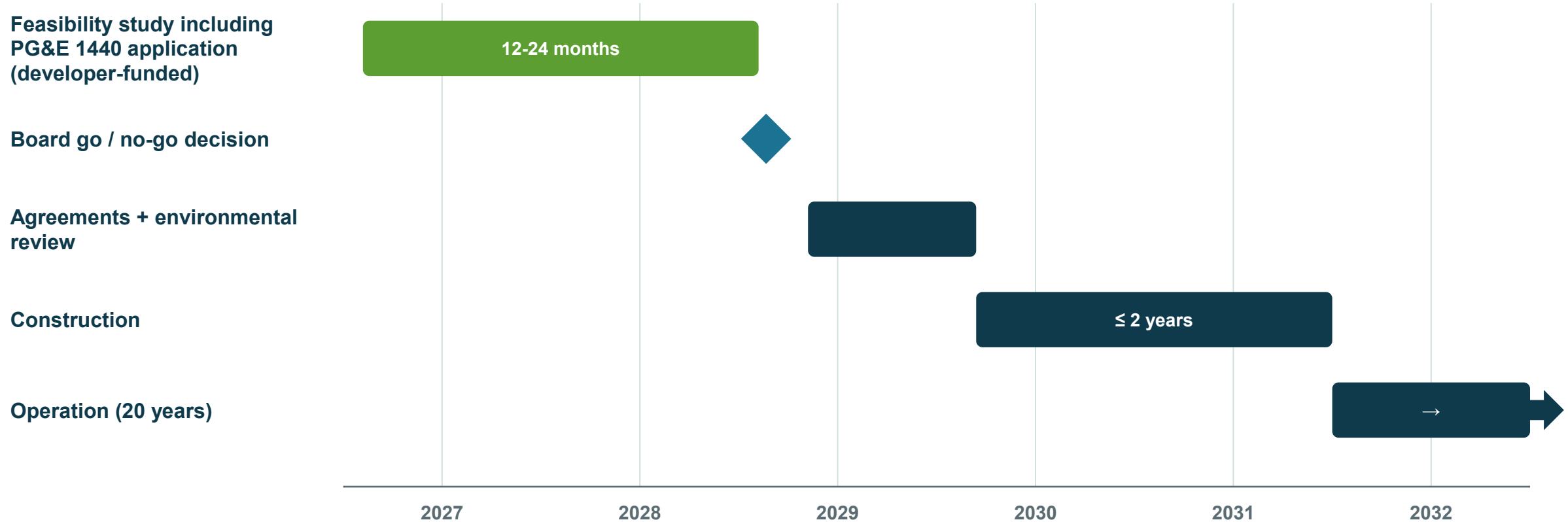
District-Financed

\$3.3–4.6M

District-financed revenue is higher because Oro Loma keeps all earnings — but it also carries all the cost and risk.

Why it matters: Handling organics goes from a cost to an income stream that helps hold sewer rates down.

Timeline



Only the green bar — the no-cost feasibility study — is being approved today. Every later step requires a separate Board decision.

Requested Board Approval

Authorize the General Manager to execute the Development Agreement with Anaergia.

- Feasibility and preliminary-design phase only
- No cost — the study is funded entirely by the developer
- No commitment to build, finance, or approve the project
- No property interest granted
- The Board keeps full discretion — including environmental review and a District-financed option

Questions?





AGENDA ITEM REPORT

AGENDA ITEM NO: 5.2

AGENDA DATE: August 11, 2026

Subject: Authorization for General Manager to Execute an Agreement with Modernscapes Innovations in the Amount of \$52,700: Treatment Plant Landscape Improvements - Carbon Garden; CEQA Class 1 Categorical Exemption per Section 15301(b).

BACKGROUND:

This project will plant approximately 21 trees to increase shade, improve air quality, and soften the industrial character of the treatment plant. It includes a comprehensive two-year maintenance plan to ensure successful establishment of all plantings. Tree species were selected based on native suitability, drought tolerance, low maintenance needs, and site appropriateness. In addition, a small gathering area for future sunset tours were integrated into the carbon garden.

On July 30, 2026, the District solicited quotes from several contractors. On August 7, 2026, two quotes were received. Modernscapes Innovations submitted the lowest quote for \$52,700.

Bidder	Amount
Engineer's Estimate	\$50,000
Modernscapes Innovations	\$52,700
New Image Landscape Company	\$70,160

Staff recommends proceeding with Modernscapes Innovations for a lump sum contract amount of \$52,700.

This project falls under CEQA Class 1 Categorical Exemption (Replacement of Existing Facilities) per Section 15301 of the California Code of Regulations.

ISSUES:

No known issues.

OPTIONS:

1. Authorize General Manager to execute an agreement with Modernscapes Innovations.
2. Do not authorize - not recommended

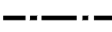
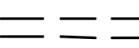
RECOMMENDED ACTION:

Authorize General Manager to Execute an Agreement with Modernscapes Innovations in the Amount of \$52,700 for Treatment Plant Landscape Improvements - Carbon Garden

ATTACHMENT(S):

[Tree Maintenance and Planting Legend](#)

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
	1/2" INLINE DRIP RING 0.6 GPH 12"SP 24"DIA
	1/2" POLYETHYLENE FLEXIBLE TUBING
	3/4" POLYETHYLENE FLEXIBLE TUBING
	THREADED HOSE ADAPTER IN 10" ROUND VALVE BOX
	END CAP FLUSH VALVE IN 10" ROUND VALVE BOX
	4" SLEEVE SCHEDULE 40 PVC



GATES
STUDIO

1655 N MAIN ST STE 205
WALNUT CREEK, CA 94596
925.380.8411 | WWW.GATESSTUDIO.COM

OLSD TREE
PLANTINGS

2655 GRANT AVENUE
SAN LORENZO
CALIFORNIA, 94580

ISSUE: DESCRIPTION: DATE:

PROJECT NUMBER: P6497
DRAWN: NG
CHECK: EG
DATE: 07/28/2026
SCALE: 1"=20'-0"



IRRIGATION PLAN

L1.01

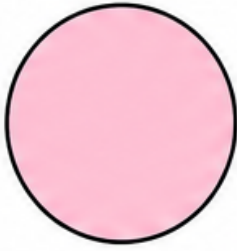
PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE	WATER USE	SPACING	QTY
TREES						
ARB	ARBUTUS X 'MARINA'	MARINA STRAWBERRY TREE	15 GAL.	L (WUCOLS IV)	AS SHOWN	6
OLE	OLEA EUROPAEA 'SWAN HILL'	SWAN HILL FRUITLESS OLIVE	15 GAL.	L (WUCOLS IV)	AS SHOWN	5
QUA	QUERCUS AGRIFOLIA	COAST LIVE OAK	15 GAL.	L (WUCOLS IV)	AS SHOWN	10

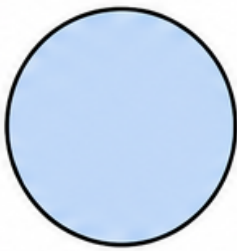
TREE LEGEND



Swan Hill Fruitless Olive
Zero messy fruit drop, virtually no allergy-causing pollen, high drought tolerance, blend into existing landscaping at the plant (We have this plant near EBDA building).



Strawberry Tree
Drought tolerance. Striking ornamental cinnamon bark. Year-round glossy foliage. Wildlife support through nectar-rich flowers and edible, sweet-tart fruits.



Coast Live Oak
California native tree providing massive ecological, aesthetic, and historical value. It supports over 270 wildlife species, offers deep shade with its grand evergreen canopy, and prevents soil erosion via strong root systems.

Age of trees to be between 2–4 years.



GATES
STUDIO

1655 N MAIN STREET SUITE 255365
WALWORTH, CA 94596
925.380.8411 | WWW.GATESSTUDIO.COM

OLSD TREE
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2655 GRANT AVENUE
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PLANTING PLAN

L2.01