



AGENDA

Board Meeting

Tuesday, May 26, 2026 - 5:00 PM

Boardroom, 2655 Grant Avenue, San Lorenzo, CA 94580

INFORMATION FOR THE PUBLIC

This meeting will be conducted in-person at the address listed above and virtually via Zoom.

Members of the public interested in attending the meeting or providing public comment may participate in the following ways:

1. Attend In-Person at the location listed above.

2. Join the Meeting Online via Zoom at: <https://us02web.zoom.us/j/4882542320>. If you wish to speak during the meeting, please select "Raise Hand" from the "Reactions" menu at the bottom of your screen. For best performance, please consider updating to the latest version of the Zoom application and restarting your device before joining the meeting.

3. Join by Telephone by dialing (669) 900-6833 and entering Meeting ID: 488-254-2320.

If you wish to speak during the meeting, please press *9.

4. Submit Written Comments by emailing publiccomment@orolomasanitarydistrict.ca.gov; please identify the specific agenda item being addressed. Written public comment will be accepted until 4:00 p.m. on the day prior to the scheduled meeting. Copies of all written comments submitted by the deadline above will be provided to each Board Member and will be added to the official record.

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 that 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.

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1. **CALL TO ORDER**

2. **ROLL CALL: DIRECTORS DEAN, DUNCAN, LEE, SIMON, YOUNG**

3. **PLEDGE OF ALLEGIANCE**

4. **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.)

5.	PUBLIC HEARING	
5.1.	Adoption of Ordinance Establishing A District-Based Election System	5 - 10
	Recommended Action:	
	Conduct public hearing to:	
	<ul style="list-style-type: none"> 1. Receive a presentation regarding proposed Ordinance 2. Receive community input; and 3. Adopt Ordinance to Establish A District-Based Election System 	
	Attachment - Draft Ordinance 45-1	
	Attachment - Exhibit A, District Map	
	Attachment - OLSD LAFCo, RoV Map Overlay Analysis and Recommendations	
6.	PUBLIC HEARING	
6.1.	Adoption of Ordinance Regulating the Installation and Connection of Sanitary Sewers, Establishing a Permit System, Adopting a Schedule of Fees and Deposits, and Providing Liabilities and Penalties for Violations	11 - 66
	Recommended Action:	
	Conduct public hearing to:	
	<ul style="list-style-type: none"> 1. Receive a presentation regarding proposed Ordinance 2. Receive community input; and 3. Adopt Ordinance to Regulate the Installation and Connection of Sanitary Sewers, Establishing a Permit System, Adopting a Schedule of Fees and Deposits, and Providing Liabilities and Penalties for Violations 	
	Attachment - Draft Ordinance 35-17, Exhibit A	
7.	PUBLIC HEARING	
7.1.	Public Hearing for the Oro Loma Sanitary District Vacancy, Recruitment, and Retention Data for the Current Fiscal Year as of April 30, 2025 Under Assembly Bill 2561 (AB 2561), public agencies are required to present the status of job vacancies, along with information on recruitment and retention efforts, at least once per fiscal year during a public hearing before the agency’s governing body. Staff will present the vacancies report for Current FY 2025-26 as of April 30, 2026.	67
	Recommended Action: Conduct public hearing to discuss the vacancies report for the current fiscal year.	
	Attachment - Vacancies Report for the Current Fiscal Year 2026	
8.	CONSENT CALENDAR	
8.1.	Minutes, Board Meeting, May 12, 2026	68 - 72
	Minutes - Board Meeting, May 12, 2026	
8.2.	Minutes, Joint Board Meeting, May 19, 2026	73 - 81
	Minutes - OLSD/CVsan Joint Board Meeting, May 19, 2026	
8.3.	Minutes, Committee Meetings	82 - 136
	<i>Directors may make oral reports to supplement the written reports contained in the agenda packet and ask questions about the reports. Directors may also request, with Board consensus, that items from the reports be placed on a future agenda for further discussion.</i>	

[Minutes - Solid Waste Committee Meeting, May 11, 2026](#)
[Minutes - Personnel Committee Meeting, May 14, 2026](#)
[Minutes - Construction Committee Meeting, May 20, 2026](#)
[Minutes - F&I Committee Meeting, May 22, 2026](#)

- 8.4. **Financial Statements, April 2026** 137 - 141
[Attachment - Financial Statements, April 2026](#)
- 8.5. **Compliance & Activity Reports, April 2026** 142 - 147
[Attachment - Compliance & Activity Reports, April 2026](#)
- 8.6. **Approval of Consent Calendar**
Recommended Motion: Approve the consent calendar.

9. **NEW BUSINESS**

- 9.1. **Approval of Supplemental Capital Expenditure And Draft Cost Sharing Agreement Between Castro Valley Sanitary District And Oro Loma Sanitary District For Digester Rehabilitation Project** 148 - 159
Following feedback received during the OLSD/CVSan Joint Board Meeting, the Board will review and discuss updated terms of the proposed cost sharing agreement related to the Digester Rehabilitation Project and associated planning-level master plan scope of work. The updated agreement includes revisions regarding the scope of services and review process by both Boards upon receipt of proposal pricing. Following discussion and Board consensus, the Board will be asked to approve the agreement.
Recommended Motion: Approve the supplemental capital expenditure and draft cost sharing agreement between Castro Valley Sanitary District and Oro Loma Sanitary District for Digester Rehabilitation Project.
[Attachment - Draft OLSD-CVSan Cost Sharing Agreement](#)
- 9.2. **Resolution Fixing Time and Place for Oro Loma Sanitary District Public Hearing on Delinquent Solid Waste Charges Reports for Fiscal Year 2025-26; and Proposed Method of Collection and Election by Oro Loma Sanitary District to Collect Delinquent Solid Waste Charges on the Alameda County Tax Roll; and Providing for Notice Thereof and Hearing Thereon** 160 - 161
Recommended Motion: Adopt the resolution.
[Resolution - Public Hearing Delinquent Charges 2025-26](#)
- 9.3. **Authorization for General Manager to Execute an Agreement with Ranger Pipelines, Inc. in the Amount of \$5,088,960 for Sewer Collection System Pipeline Rehabilitation and Replacement Project Phase 10; CEQA Class 1 Categorical Exemption per Section 15301(b).** 162 - 164
Recommended Motion: Authorize the General Manager to execute an agreement with Ranger Pipelines, Inc. in the amount of \$5,088,960.
[Staff Report - SCSPRR Project Phase 10 Award](#)
- 9.4. **Approval of Third Amendment to the Smart Truck Program Agreement** 165 - 168
Recommended Motion: Approve the Third Amendment to the Smart Truck Program Agreement with Waste Management of Alameda

County, incorporating the revisions outlined in the draft amendment and extending the term of the agreement to align with the franchise agreement.

[Staff Report - Smart Truck Program Third Amendment](#)

10. **BOARD DISCUSSION**

10.1. **Recycled Water Purveyor Rights Evaluation and Potential Next Steps**

At Director Simon's request, the Board will be asked to discuss the District potentially pursuing recycled water purveyor rights, including consideration of continuing District Counsel's evaluation efforts and identifying potential next steps and actions necessary for the District to obtain purveyor rights.

11. **AUTHORITY/ASSOCIATION/CONFERENCE REPORTS**

11.1. **Report from Alameda County Special Districts Association (ACSDA), May 13, 2026 - Director Lee**

11.2. **Report from East Bay Dischargers Authority (EBDA), May 21, 2026 - Director Young** 169 - 170

[Attachment - EBDA Permit Compliance Report, April 2026](#)

12. **SCHOOLS ENGAGEMENT REPORT**

12.1. **Schools Engagement Report, May 2026**

Staff will provide an update on the District's outreach and engagement with schools.

13. **STAFF/DIRECTOR COMMENTS**

13.1. **General Manager's Report**

The General Manager will provide updates and information on District operations and activities.

13.2. **Action Items Report**

The General Manager will provide updates on outstanding action items and follow-up requests from the Board.

13.3. **Comments from Staff and the Board of Directors**

Directors and staff may provide brief reports or comments on District-related activities, events, or matters of interest. Directors may also request, with Board consensus, that items be placed on a future agenda or that direction be provided to staff.

14. **CLOSED SESSION**

14.1. **Public Employee Performance Evaluation**

Pursuant to Government Code Section 54957
Title: General Manager

15. **RECONVENE TO OPEN SESSION & ADJOURNMENT**

ORDINANCE NO. 45-1

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORO LOMA SANITARY DISTRICT ESTABLISHING A DISTRICT-BASED ELECTION SYSTEM

WHEREAS, members of the Board of Directors of the Oro Loma Sanitary District (“Oro Loma”) are currently elected in “at-large” elections, in which each of the five directors is elected by all registered voters within Oro Loma; and

WHEREAS, California Elections Code section 10650 authorizes the legislative body of a special district to adopt a resolution to change its method of election from an “at-large” system to a “by-district” election system in which each board member is elected only by the voters in the district in which the candidate resides; and

WHEREAS, Elections Code sections 10650 requires any such action to include a declaration that the change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act; and

WHEREAS, Elections Code sections 10010 establishes a process for transition to district-based elections and requires the adoption of an ordinance;

WHEREAS, before any maps of the proposed boundaries of the board districts were drawn, the Board of Directors held public hearings on February 24 and March 24, 2026, to receive public input regarding the composition of district maps; and

WHEREAS, the District hosted a website where any member of the public was able to submit proposed district boundary maps; and

WHEREAS, on or before April 7, 2026, Oro Loma published and made available for release all maps that would be consideration by the Board of Directors at the subsequent public hearing; and

WHEREAS, the Board of Directors held a public hearing on April 14, 2026, to receive public input regarding the proposed district maps, and provided direction for the modification of one of the submitted maps; and

WHEREAS, on or before May 5, 2026, Oro Loma published and made available for release all submitted maps that would be included at the subsequent public hearing, including the previously published draft maps; and

WHEREAS, the Board of Directors held a public hearing on May 12, 2026, to receive public input and selected a preferred district map and sequence of elections; and

WHEREAS, the Board of Directors held a public hearing on May 26, 2026, prior to adoption of this Ordinance; and

WHEREAS, throughout the foregoing process, Oro Loma engaged in public outreach and engagement and complied with all procedures required by California Elections Code Section 10010; and

WHEREAS, this Ordinance is intended to satisfy the requirements of Elections Code Sections 10010 and 10650; and

WHEREAS, in order to further the purposes of the California Voting Rights Act of 2001, the Board of Directors now wishes to adopt an ordinance providing that the members of the Oro Loma Board of Directors shall be elected by-district in five districts beginning at the November 2026 general election.

NOW THEREFORE, IT IS ORDAINED by the Board of Directors of Oro Loma Sanitary District as follows

SECTION 1. Recitals. The above recitals are true and correct and made a part of this Ordinance.

SECTION 2. District-Based Electoral System. The following electoral system is established for Members of the Board of Directors:

- (a) Members of the Board of Directors shall be elected in a district-based electoral system from five (5) single-member board districts pursuant to Elections Code sections 10650. The term “district-based electoral system” means the election of members of the Board of Directors by the voters of the board district alone.
- (b) Except as provided in subsection(c), each member of the Board of Directors elected to represent a board district must reside in that district and be a registered voter in that district, and any candidate for the Board of Directors must live in, and be a registered voter in, the board district in which that candidate is seeking election at the time nomination papers are issued to that candidate pursuant to applicable law. Termination of residency in a board district by a member of the Board of Directors shall create an immediate vacancy for that district unless a substitute residence within the district is established within thirty (30) days after that termination of residency.
- (c) Notwithstanding any other provision of this section, the members of the Board of Directors in office at the time this Ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified.
- (d) The board districts described in this section shall be adjusted following each decennial federal census, as required by California Elections Code section 22000, or by other law.

SECTION 3. District Boundaries & Election Schedule.

- (a) Members of the Board of Directors shall be elected in a district-based electoral system, from the five board districts reflected in Exhibit A, which is attached hereto and incorporated herein by reference.

- (b) Members of the Board of Directors shall be elected from board districts 1, 3, and 5 at the November 2026 general municipal election, and every four years thereafter. Members of the Board of Directors shall be elected from board districts 2 and 5 at the November 2028 general municipal election, and every four years thereafter.

SECTION 4. Technical Adjustments. If necessary to facilitate the implementation of this Ordinance, the General Manager is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The General Manager shall consult with the General Counsel concerning any technical adjustments deemed necessary and shall advise the Board of Directors of any such adjustments required in the implementation of the districts.

SECTION 5. Repeal of Conflicting Ordinance. Any portion of any previously adopted District ordinance that establishes an at-large election system or otherwise conflicts with this ordinance is hereby repealed.

SECTION 6. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The Board of Directors hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

SECTION 7. This Ordinance is effective upon the expiration of one week from the date of publication of a summary of the Ordinance, as prescribed by California Health and Safety Code Section 6490.

* * * * *

I HEREBY CERTIFY that the foregoing Ordinance was duly and regularly adopted by the Board of Directors of the Oro Loma Sanitary District, at a regular meeting thereof, held on the 26th day of May 2026, by the following vote:

AYES: BOARDMEMBERS:

NOES: BOARDMEMBERS:

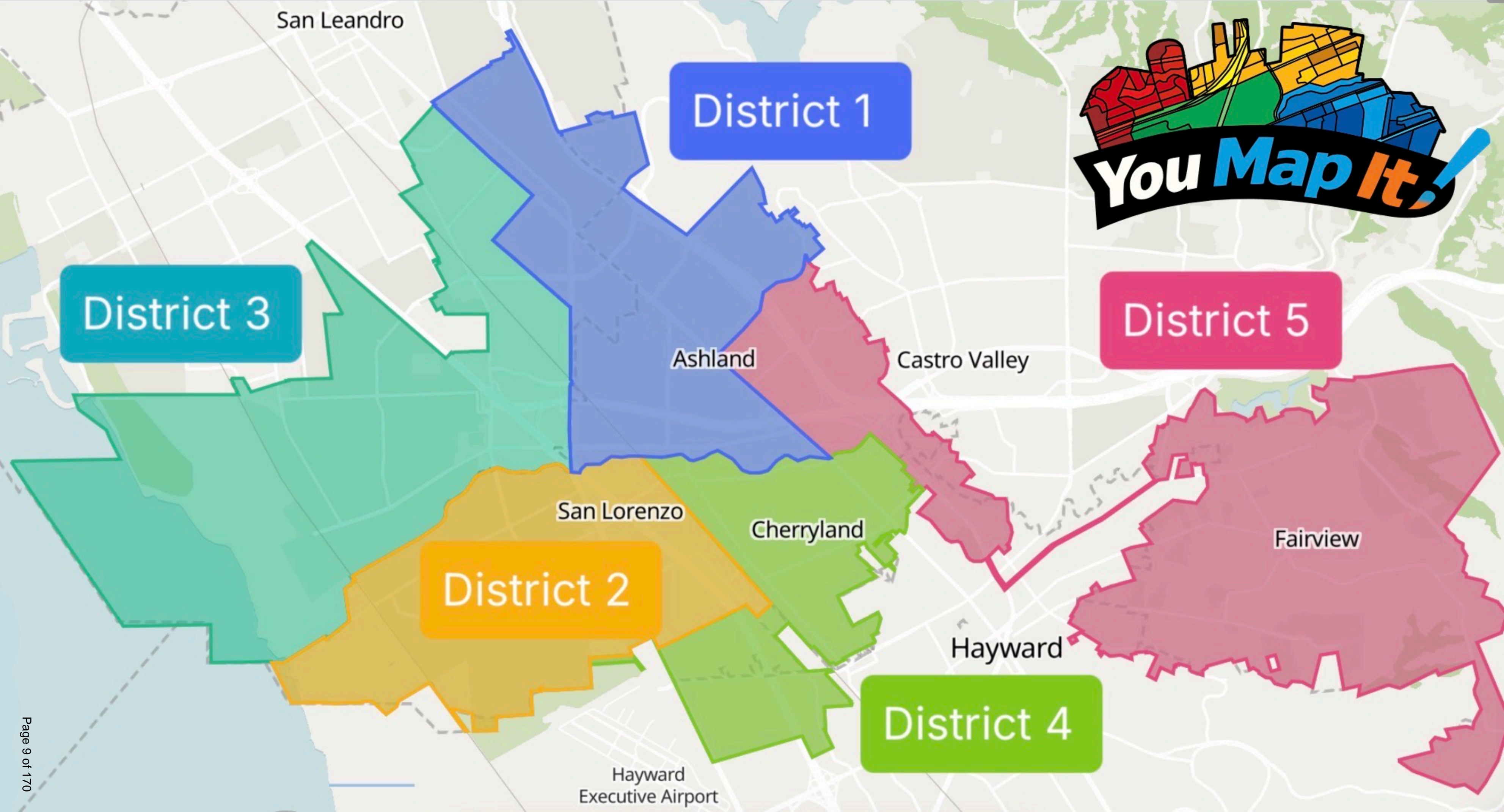
ABSTAIN: BOARDMEMBERS:

ABSENT: BOARDMEMBERS:

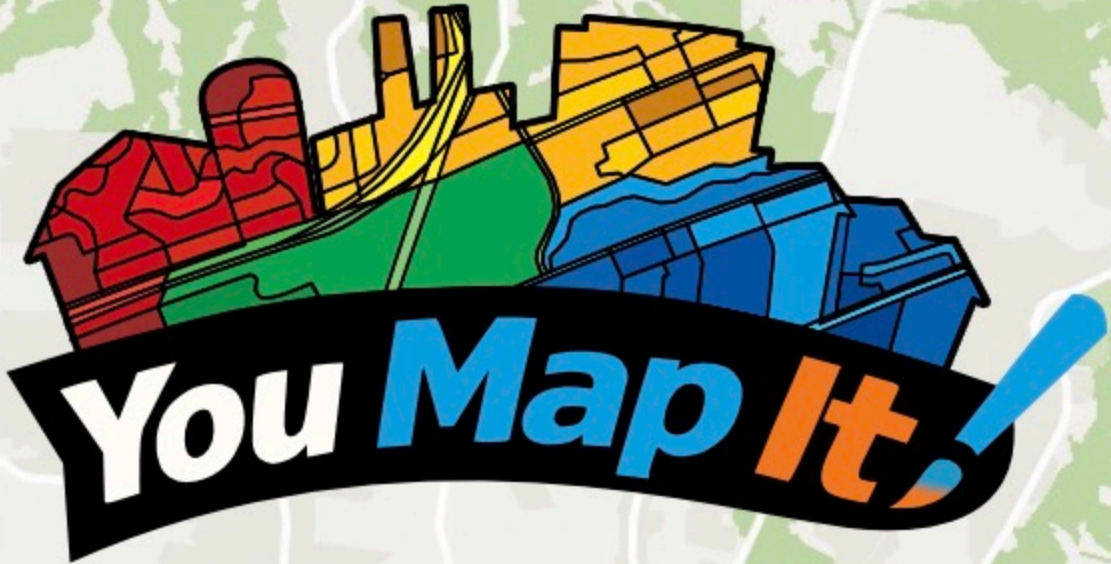
President

ATTEST:

District Secretary



District 1



District 3

District 5

Ashland

Castro Valley

San Lorenzo

Cherryland

Fairview

District 2

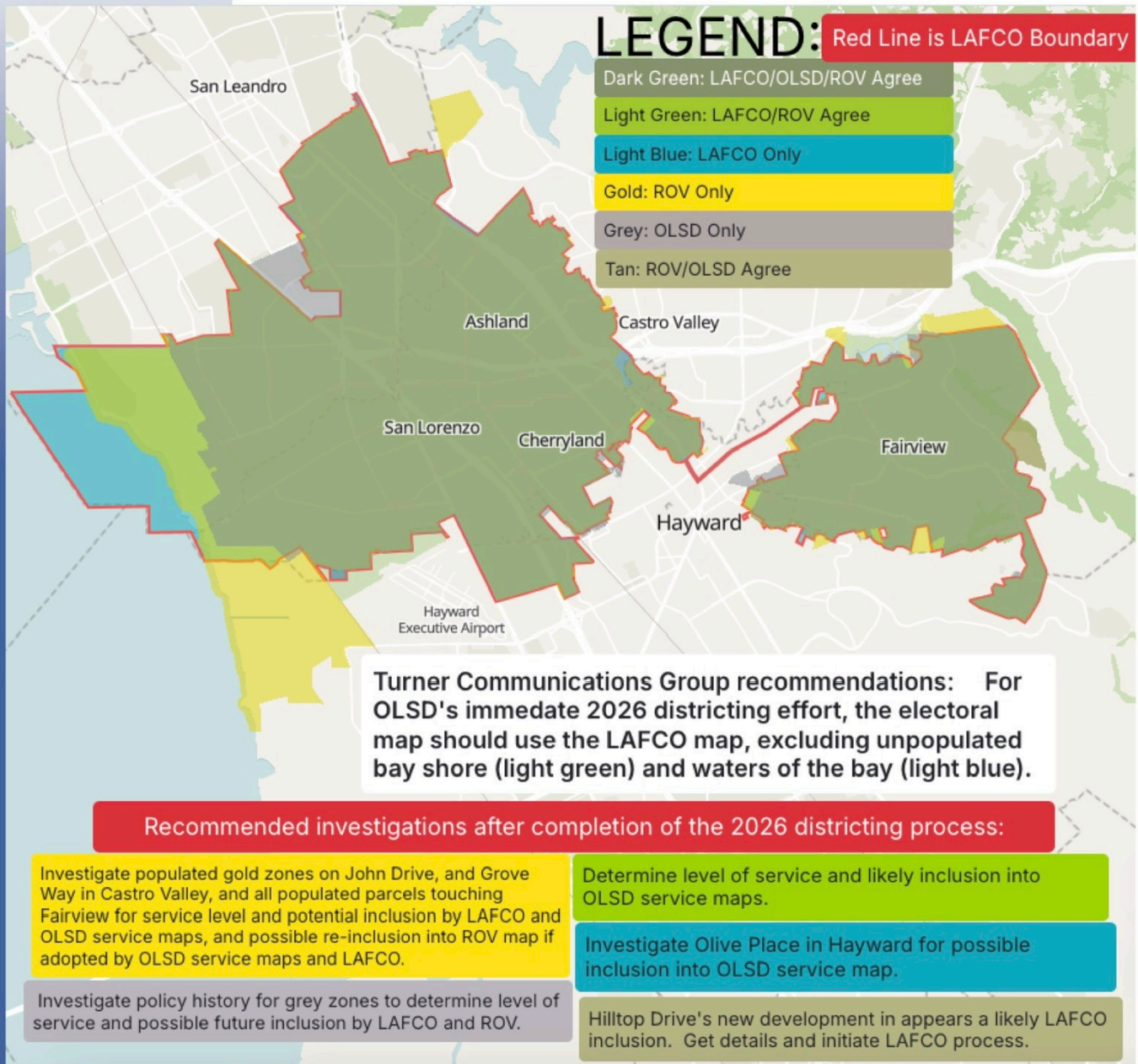
Hayward

District 4

Hayward Executive Airport



OLSD, LAFCO, RoV Map Overlay Analysis and Recommendations



ORDINANCE NO. 35-176

AN ORDINANCE OF THE SANITARY BOARD OF THE ORO LOMA SANITARY DISTRICT, REGULATING THE INSTALLATION AND CONNECTION OF SANITARY SEWERS, ESTABLISHING A PERMIT SYSTEM, ADOPTING A SCHEDULE OF FEES AND DEPOSITS, AND PROVIDING LIABILITIES AND PENALTIES FOR VIOLATIONS

The Sanitary Board of the Oro Loma Sanitary District does ordain as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Article, certain words and phrases are defined, and certain provisions shall be construed as herein set out, unless it shall be apparent from the context that a different meaning is intended.

Section 1.1 **Annexation** is the legal incorporation of territory into another entity (either contiguous or non-contiguous).

Section 1.2 **Biochemical Oxygen Demand (BOD)**. The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius; expressed in terms of weight per unit volume, milligrams per liter (mg/L).

Section 1.3 ~~**Backflow**~~ **Backwater Prevention Device**. A plumbing fixture installed on a private sewer lateral to prevent sewage from the main from flowing back into a building by physically limiting flow to one direction (i.e., flow is only allowed in the direction away from the building).

Section 1.4 **Backwater Prevention System (BPS)**.- The combination of approved backwater check valve and overflow device to prevent the flow of sewage from the public sewer into a building.

Section 1.5 **Board**. The Oro Loma Sanitary District Board of Directors.

Section 1.6 **BOD Loading**. The established amount of BOD contributed to the collection system by any given parcel within the District.

Section 1.7 **Building**. Any structure required to be served by a building sewer or collector sewer.

Section 1.8 **Building Drain**. The lowest horizontal part of a building's interior sewage discharge system, conveying sewage to a point two (2) feet beyond the outside face of the building's foundation wall, where it connects to the building sewer.

Section 1.9 **Building Sewer.** The private sanitary sewer extension, including the wye fitting, tee fitting, or tap, for which the District has permit authority and inspection jurisdiction, but no maintenance responsibility, that runs from the building drain to the collector sewer or public sewer. May This may also be referred to as the service lateral or lateral.

Section 1.10 **Building Sewer Minor Alteration.** The modification of an existing building sewer involving rerouting but not changing the connection point to the collector sewer or public sewer.

Section 1.11 **Building Sewer Relocation.** The rerouting of an existing building sewer to a new connection point on the collector sewer or public sewer.

Section 1.12 **Building Sewer Repair.** The repair of a building sewer without rerouting or a new connection point to the collector sewer or public sewer.

Section 1.13 **Capacity Entitlement.** The largest approved discharge claim of a parcel to District sanitary sewer and treatment capacity, established at the time the connection fee for the capacity was paid.

Section 1.14 **Capacity Entitlement Value.** The value of a parcel's entitlement calculated at current rates. Determined by a residential parcel's use or by the combination of a nonresidential parcel's flow, BOD and SS loadings.

Section 1.15 **Capacity Expansion.** Construction of new plant facilities to meet future development demands.

Section 1.16 **CCTV (Closed Circuit Television).** Instrument used in the inspection of sewer lines and contractor's workmanship, using modern video equipment and computer software.

Section 1.17 **Certificate of Compliance.** A certificate issued by the District certifying that the building sewer (service lateral) complies with the standards set forth in this Ordinance. A Certificate of Compliance that shall be valid for 10 years from the date of issue. If the entire building sewer has been replaced, the Certificate of Compliance shall be valid for 20 years from the date of issue.

Section 1.187 **Charge.** The dollar amount set by the District as an annual or monthly ~~as~~ payment for services supplied on a recurring or continuous basis.

Section 1.198 **Cleanout.**- A capped pipe that provides access to a sewer line, allowing people to clean out a portion of public or private sewer.

Section 1.2049 **Collection System.** The aggregate of the Oro Loma Sanitary District's main and trunk sewers that ultimately convey sewage to the treatment plant.

Section 1.210 **Collector Sewer.** The private sanitary sewer, including the wye fitting, tee fitting, or tap; for which the District has permit authority and inspection jurisdiction, but no maintenance responsibility, that collects sewage from more than one building sewer on the same parcel and extends to the public sewer.

Section 1.221 **Combined Sewer.** A sewer designed to receive both surface runoff and sewage.

Section 1.232 **Contractor.** A person or business licensed by the State of California to contract for specific types of engineering and construction work.

Section 1.243 **Credit.** The value of a parcel's sewer capacity entitlement, calculated at current rates, and subtracted from the sum of new fees associated with a change of use or new construction.

Section 1.254 **Developer Deposit.** Funds placed with the District in a non-interest-bearing account for a specific project and drawn on as needed to reimburse the District for expenses incurred on that project.

Section 1.265 **District.** The Oro Loma Sanitary District; the area under its jurisdiction.

Section 1.276 **District Engineer.** Person designated by the General Manager to administer and enforce Engineering policies and rules and regulations established by the District and/or required by law.

Section 1.287 **District Inspector.** An inspector authorized by and acting on behalf of the District.

Section 1.298 **District Standards.** The documents used to define the minimum acceptable design and construction standards for sanitary sewer work within the District.

Section 1.3029 **Fee.** The dollar amount set by the District as payment for services supplied on a one-time basis.

Section 1.310 **General Manager.** The person appointed by the Board to administer and enforce the rules and regulations of the District.

Section 1.321 **Grease Interceptor/Trap.** A receptacle designed to collect and retain grease and fatty substances normally discharged from kitchens, food processing, or similar wastes.

Section 1.332 **Inspection.** An examination or formal evaluation process by a professional inspector to ~~insure~~ensure that all work performed by a contractor or property owner is in full compliance with all applicable standards, specifications and regulatory~~ions~~ requirements.

Section 1.343 **Lateral Inspection.-** An inspection of a service lateral by a licensed plumber or other qualified professional to visually examine and inspect the lateral sewer in the manner deemed appropriate by the District Engineer. Such an inspection shall, at a minimum, include the use of a closed-circuit television (CCTV) inspection device, for the ~~purposes~~purpose of determining whether the lateral sewer complies with District Standards and the requirements of this chapter. The inspection process shall also include testing in accordance with District Standards, Section 7.03, except as provided for in Section 6.11.6.

Section 1.3543 **Maintenance of Building Sewers.** Any work performed on a building sewer, excluding interior cleaning and excavation for exterior visual examination, for which a Sewer Permit is issued; including repairs, replacements, and minor alterations.

Section 1.3654 **Minimum Connection Fee.** The nonresidential connection fee cannot be less than

the single-family residential connection fee.

Section 1.3765 **Multiple Family Residence.** A residential, attached dwelling unit connected by a common wall or walls to other similar dwellings; apartments or condominiums.

Section 1.3876 **Natural Outlet.** An outlet into a watercourse, ditch, pond, lake, or other body of surface or groundwater.

Section 1.3987 **Nonresidential Structures.** Structures used only for commercial, industrial, institutional, governmental, or public purposes. Where a single structure has mixed uses, its classification as nonresidential or residential is determined by the District based on the predominant use.

Section 1.40398 **Overflow Device.** A plumbing fixture designed and installed to provide a spill point on the exterior of a building to prevent interior building damage in the event of a sewer backup.

Section 1.410 **Owner.** Owner shall mean any person, partnership, association, corporation or fiduciary having legal title (or any partial interest) in any real property situated within the District boundaries.

Section 1.42139 **Permit.** A Sewer Permit.

Section 1.4320 **Private Sewer Facilities.** Sewer facilities that are privately constructed and not dedicated and accepted as a Public Sewer Facility by the District. Private Sewer Facilities generally include sewer facilities within a privately owned building, building sewers, private pump stations, grease interceptors, and all other facilities located between the sewer customer and the connection to the collection line, including the integral wye fitting that connects the lateral to a collection line.

Section 1.4431 **Public Sewer.** A sanitary sewer for which the District has accepted maintenance responsibility by Board action.

Section 1.4542 **Residential Structures.** Structures used only for dwelling purposes, but can include other structures associated with dwellings such as garages or sheds not used for any commercial purposes. Where a single structure has mixed uses, its classification as residential or nonresidential is determined by the District based on the predominant use.

Section 1.4653 **Sanitary Sewer.** A sewer that carries sewage and into which surface runoff, storm water, and ground water are not intentionally admitted.

Section 1.4764 **Sanitary Sewer Facilities.** Any component of the system used by the District to collect, convey, and treat sewage.

Section 1.4875 **Service Lateral or ~~lateral~~Lateral.** See Building Sewer.

Section 1.4986 **Sewage.** Waterborne wastes conveyed by sewers.

Section 1.50497 **Sewer.** A sanitary sewer.

Section 1.51048 **Sewer Connection.** Physical connection of a private sewer to the public sewer approved by the District.

Section 1.52149 **Sewer Disconnection.** Removal of a building sewer or collector sewer from connection to the public sewer, capping it at its point of connection to the public sewer.

Section 1.5320 **Sewer Permit.** An Oro Loma Sanitary District Sewer Permit; written authorization to perform sanitary sewer work within the District.

Section 1.5431 **Sewer Upsizing.** The construction or replacement of a smaller diameter sewer system with a larger diameter, to accommodate additional capacity requirements.

Section 1.5542 **Single Family Residence.** A residential, detached or attached dwelling unit. Detached: not connected by a common wall or walls to any other building, a house. Attached: connected by a common wall or walls to other similar dwellings, each dwelling occupying a zero lot line parcel, a townhouse.

Section 1.5653 **Storm Drain.** A drain that carries surface runoff, storm water, and groundwater; and into which sewage is not intentionally admitted.

Section 1.5764 **Storm Sewer.** A storm drain.

Section 1.5875 **Suspended Solids (SS).** Solid material that either floats on the surface of, or is in suspension in, water, sewage, or other liquids and can be measured by laboratory filtering; expressed in terms of weight per unit volume, milligrams per liter (mg/l).

Section 1.5986 **SS Loading.** The established amount of SS contributed to the collection system by any given parcel within the District.

Section 1.60597 **Watercourse.** A channel in which a flow of water occurs, either continuously or intermittently.

Section 1.61058 **Work.** Any activity for which a Sewer Permit has been issued.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 **Authority of the District.** The adoption of this Ordinance establishes the authority of the District to promulgate the following rules and regulations regarding the collection and disposal of sewage and connection to the public sewer. All sewer work within the District must be done as provided in this Ordinance.

Section 2.2 Violation Unlawful. It is unlawful for any person to construct, install, connect to, provide, maintain, or use any other means of sewage disposal from any building within the District except by connection to the public sewer in the manner specified by this Ordinance.

Section 2.3 Relief on Application. When any person, by reason of special circumstances, believes that any provision of this Ordinance is unjust or inequitable as applied to that person's property, that person may make written application to the Board, stating the special circumstances, citing the provisions applicable and requesting suspension or modification of those provisions as applied to that property.

Section 2.4 Approved Application. If an application for relief is approved, the Board shall, by resolution, suspend or modify the applicable provision, as applied to that property, and establish the date and duration of such relief.

Section 2.5 Relief on Own Motion. The Board may, on its own motion, ~~may~~ find that by reason of special circumstances that any provision of this Ordinance should be suspended or modified as applied to a particular property, and may, by resolution, order suspension or modification of that provision for that property during the period of special circumstances or for any part of that period.

Section 2.6 Permits, Establishment of Fees, Charges and Deposits. No public sewer, building sewer, collector sewer, or other sewerage facility shall be installed, altered, repaired, or used within the District without first obtaining a Permit and paying all fees, charges, and deposits.

Section 2.7 Establishing Capacity Entitlements. Payment of District sewer connection fees entitles any particular parcel of land within the District to the use of a specific portion of the District's capacity to collect, convey and treat sewage. Capacity entitlement value is equal to the connection fee at the time of original connection and subject to change, pursuant to Section 2.12 and Section 7.3a.

Section 2.8 Residential Capacity Entitlements. Residential capacity entitlement is established by payment of a connection fee. Residential capacity entitlement value is equal to the connection fee at the time of original connection and subject to change, pursuant to Section 2.12 and Section 7.3a.

Section 2.9 Nonresidential Capacity Entitlement. Nonresidential capacity entitlement is established by payment of a connection fee determined and adjusted by the District in accordance with Section 2.13 ~~2~~ and with the formula set forth in Exhibit A, made a part of this Ordinance by reference. Nonresidential capacity entitlement value is equal to their connection fee at current rates at ~~at~~ the time of connection and subject to change, pursuant to Section 2.12 and Section 7.3a.

Section 2.10 Assignment of Nonresidential Discharge Quantity and Strength Values. For each new nonresidential parcel use or change-in-use, the District will request estimates of flow, BOD loading, and SS loading from the parcel owner or his agents. These estimates are subject to adjustment by the District upon review. If these estimates are not provided, the District will assign discharge quantity and strength values based on the most recent District Revenue Program Model. Whenever available, actual water use data, provided by the East Bay Municipal Utility District, combined with actual BOD loading and SS loading, determined at the parcel owner's expense by the District or by an independent laboratory, will be used in assigning discharge quantity and strength values.

Section 2.11 Review of Nonresidential Discharge Quantity and Strength Values After One Year.

On its own initiative, or at the request of a parcel owner, the District may review a nonresidential parcel's discharge quantity and strength values approximately one year after payment of a new or change-in-use connection fee. The review of water use will be based on 12 months of actual flow data. If BOD loading and SS loading are to be reviewed, the parcel owner must provide ~~at no expense to the District~~ at least four laboratory-determined sets of values for these factors at no expense to the District.

If, upon review, there is

more than a ten percent (10%) difference between any of the originally established values and the values after one year, the District will adjust the values up or down depending on the direction of the difference. If the discharge quantity and strength values are adjusted, the District will recalculate the parcel's connection fee based on original rates and will require an additional payment or will issue a refund as appropriate.

Section 2.12 Change-in-Use of Capacity Entitlement. If a change in parcel use requires the same or less sewer and treatment capacity than the existing capacity entitlement, the existing capacity entitlement remains in effect. If a change in parcel use requires more sewer and treatment capacity than the existing capacity entitlement, the parcel owner must pay the difference between the new connection fee and the existing capacity entitlement as calculated in accordance with Section 7.3a. When this difference is paid, the parcel's capacity entitlement increases to the level of the new parcel use.

Section 2.13 Capacity Entitlement Fixed to Parcel. Once established, capacity entitlement remains with the parcel and cannot be transferred to a different parcel. Parcel owners cannot sell or trade capacity entitlement.

Section 2.14 Achieved Capacity Entitlement to Remain. A parcel's capacity entitlement remains at the highest level authorized throughout its use history.

Section 2.15 Granting Capacity Entitlement Credit. Credit is granted if a parcel's existing capacity entitlement is lower than the parcel's new capacity entitlement. The amount of credit is calculated in accordance with Section 7.3a. No refund will be made if a parcel's existing capacity entitlement is higher than the parcel's new capacity entitlement.

ARTICLE III

TREATMENT OF SEWAGE AND USE OF PUBLIC SEWERS

Section 3.1 Treatment of Sewage Required. It is unlawful to discharge or permit to be discharged to any natural outlet within the District any sewage or other polluted waters, except where suitable treatment is provided in accordance with District Ordinances.

Section 3.2 Unlawful Disposal. It is unlawful to construct or maintain any privy vault, septic tank, cesspool, or other facility intended or used for disposal of sewage.

Section 3.3 Occupancy Prohibited. No building, industrial facility, or other structure on a parcel shall

be occupied until the parcel owner complies with all District rules and regulations.

Section 3.4 Sewer Required. Any building on a parcel within the District having a building drain must be connected, at the building owner's expense, to a public sewer within ninety (90) days after receiving official notice from the District to do so.

Section 3.5 Sewer Becomes Available. When a public sewer becomes available where no public sewer was previously available under the provisions of Section 3.4, building sewers must be connected to that available public sewer within ninety (90) days after receiving official notice from the District to do so. Any privy vault, septic tank, cesspool, or similar private sewage disposal systems must be abandoned and filled with suitable materials, all as determined by the District.

Section 3.6 Combined Sewer. No roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff, or groundwater, ~~can~~ may be connected to any building drain, building sewer, or collector sewer that is connected directly, or indirectly, to a public sewer. It is unlawful to construct or maintain a combined sewer.

ARTICLE IV

SEWER PERMITS AND SEWER WORK

Section 4.1 Permit Required. It is unlawful to disturb any sewer within the District, including sewer laterals, without first obtaining a Permit. ~~;~~ ~~however, n~~ No Permit is required to uncover sewers to determine location or visually ascertain physical condition; however, with the exception that a Permit is required to perform a sewer lateral inspection pursuant to Section 6.11. Permit fees and charges are set by Board ordinance resolution and are shown in Exhibit A. ~~;~~

Section 4.2 Permit Application. The Permit application process is defined in the District Engineering Standard Procedure covering private development.

Section 4.3 Expiration of Permits. A Permit is valid for six months from the date of issuance and expires after that period. Once a Permit has expired, all work authorized by that permit must stop until the expired permit is replaced.

Section 4.4 Permit Replacement. A new Permit to replace an expired Permit may be issued upon completion of a Permit application and payment of the difference, if any, between the cost of the new Permit at current rates and the cost of the original Permit.

Section 4.5 Refunds for Expired Permits. Some of the original costs of an expired Permit are eligible for refund if a written refund request is made to the District within one year from the expiration date of the Permit. Connection fees and sewer service charges are eligible for refund if no connection was made to a public sewer or collector sewer. Unused portions of inspection deposits are eligible for refund. Permit and inspection fees are not eligible for refund.

Section 4.6 Authorization to Hold Permits. Contractors licensed by the State of California for the

appropriate types of work are authorized to hold Permits. Parcel owners doing building sewer or collector sewer work completely within the bounds of their property, but outside of District easements, are also authorized to hold Permits.

Section 4.7 Acceptance of Permit by Applicant. By accepting a Permit from the District, the Permit holder agrees to be bound by and comply with all District requirements and perform work in accordance with the plans and specifications approved by the District. The terms and conditions of the Permit and the agreement may be amended only by the District. The Permit holder and property owners shall indemnify the District from any loss or damage that may directly or indirectly result from the work performed pursuant to the permit.

Section 4.8 Work Done Without Permit. When any sewer work is performed without authorization by Permit, the parcel owner or contractor is required to obtain a Permit for that work and pay double the normal permit and inspection fees or the ~~single-family~~single-family residence permit and inspection fee, whichever is greater. In addition, the parcel owner or contractor will provide the District full access to inspect ~~whatever all~~ work ~~that~~ was ~~performed~~done.

Section 4.9 Costs of Sanitary Sewer Work. All costs and expenses incident to the installation, connection, repair, maintenance, renovation, replacement, disconnection or relocation of a private sewer disposal system, building drain or building sewer, including cleanouts, ~~backwater prevention system/device~~backflow protection devices, pumps or other appurtenances (collectively “installation and maintenance”), shall be borne by the property owner and person causing the connection to be made, including but not limited to the costs of application, plan submittal, plan check, connection fees or any other fee or charge related to the installation.

Any property owner served by the Oro Loma Sanitary District Sewer Collection System shall be responsible and liable for all costs involved in the repair of all damages to Oro Loma’s public sewer system caused by the property owner or the property owner’s tenants or agents. That person shall defend, indemnify, and hold Oro Loma Sanitary District harmless from any cost, liability, loss or damage that may be incurred or occasioned by the installation or maintenance of the building drain or building sewer.

In no event shall Oro Loma Sanitary District be responsible by reason of approval of plans, issuances of licenses or permits, or allowance of connection to the public system for any harm, cost, loss or damage which may be occasioned by the installation or maintenance of the building drain or building sewer and the same shall be borne by the property owner or the person causing the connection to be made.

It shall be unlawful for any owner of the house, building, or property connected to an Oro Loma Sanitary District public sewer to maintain a building drain or building sewer in a condition that prevents or impedes the cleaning or inspection of the public sewer.

Section 4.10 Sewer Upsizing/Construction of Excess Capacity. When the District, in its sole judgment, determines that a proposed new connection(s), including an alternative use of existing connections, may exceed the sewer capacity of existing sewer lines, it may require the developer(s) of such proposed new connection(s) to contract for, at their own expense, a qualified engineering firm to conduct a capacity study of the impact of such proposed connection(s) on existing pipelines downstream

from the point of connection to the treatment plant. If said study determines a need to upsize downstream capacity, the developer shall further prepare and submit a sewer upsizing plan to the District for review and approval. Upon District approval and agreement with such study, the District may, in its sole discretion, require one or all of the following:

1. An agreement with the developer to contract for and pay the entire cost of construction of all required downstream improvements in a time period as determined by the District.
2. Require the developer to pay the District a pro rata share of upsizing costs of future improvements, as determined in the sole discretion of the District.
3. Require the developer to pay “per unit” (one EDU) upsizing fee to pay for certain future downstream improvements identified in previous capacity studies.
4. Require the developer to pay all District costs associated with any sewer upsizing option listed above, including, but not limited to legal, engineering and administrative costs.
5. Refuse to approve such connections, if the developer(s) refuse to comply with any of the obligations imposed upon it by Section 1 above.

Section 4.11 District Cost for Nonpublic Sewer Work. When modification or failure of public sewer facilities necessitates work on nonpublic sanitary sewer facilities, the determination of responsibility for the costs of nonpublic sewer work is made at the sole discretion of the District.

Section 4.12 Maintenance of Sewers. The District is responsible for the maintenance of public sewers. Parcel owners are responsible for the maintenance of the building sewers or collector sewers serving their property, including the wye fitting, tee fitting, or tapped connection to the public sewer. If a building sewer maintenance operation for which a permit has been issued includes the area two (2) feet outside of the building line, and there is no cleanout at that location, a cleanout must be installed as a part of the maintenance operation. All cleanouts shall conform to applicable local plumbing ~~Codes~~ codes and Oro Loma Sanitary District’s Standard Specifications.

It is the responsibility of the property owner to maintain the building sewer up to and including its connection to the public sewer.

The operation and condition of building sewers, their cleanouts and any other wastewater facilities required to serve a connector’s building, shall be the responsibility of the property owner, who shall keep them in good operating condition at all times and shall undertake all necessary repairs, including replacement of dilapidated and worn out components, at the property owner’s expense and at no cost to Oro Loma Sanitary District. All repairs to and replacements of building sewers or other private sewer disposal systems shall be performed in accordance with Oro Loma’s Standard Specifications.

Property owners shall maintain a building sewer in a manner that prevents sanitary sewer overflows and sewer spills. Failure of a property owner(s) to abate any condition that is causing sanitary sewer overflow within five business days of receiving a notice from Oro Loma Sanitary District is hereby declared to be a violation of District ordinances and regulations and may be subject to abatement or other remedies.

Section 4.13 Approval of Nonpublic Sewer Improvements. Before final approval by the District and use by the parcel owner, completed nonpublic sewer improvements must: conform to the District-approved plans and specifications, pass all required inspections and tests, comply with the District Standards to the District's satisfaction, and have had all required fees and charges paid in full.

Section 4.14 Acceptance of Public Sewer Improvements. Before final acceptance by the Board, public sewer improvements must: conform to the Board-approved improvement plans and specifications, pass all required inspections and tests, and comply with the District Standards to the District's satisfaction. Also required before Board acceptance are: a recorded, final subdivision map providing dedication to the public of streets, easements, or rights-of-way where public sewers have been constructed; one complete, full-size set of record drawings on reproducible polyester film of four (4) mil minimum thickness showing the actual locations of all public sewers, structures, fittings, and building sewer or collector sewer connection locations; one plan view of improvements at 1:100 scale, both drawn on polyester film of four (4) mil minimum thickness and stored electronically in ASCII format; and payment in full of all required fees, charges, and deposits.

Section 4.15 Disconnection, Reconnection, and Credit for Previous Connection. Whenever a structure is demolished, removed, or disconnected from the District's collection system, that structure's building sewer must be disconnected and capped at the point of connection to the public sewer or collector sewer in accordance with District requirements. A Permit, with fees and charges calculated at current rates, is required to reconnect to the District's collection system any previously connected structure. Credit for previous connections may be granted for new connections on the same parcel pursuant to Section 7.3a.

Section 4.16 Liability Imposed by Law. Permit holders are answerable for, and shall indemnify and hold the District harmless from, any liability or damages imposed by law upon the District including all costs in defending against legal action or in seeking to enforce this Ordinance provision resulting directly or indirectly from the work performed pursuant to the permit.

Section 4.17 Liability for Work Performance. The District assumes no liability resulting from sewer work performed by Permit holders.

Section 4.18 Liability for Defects and Failures. Permit holders are solely liable for any defects in their sewer work or for any failures that may require repair.

ARTICLE V

SEWER DESIGN AND CONSTRUCTION

Section 5.1 District Standards. The District Standards define the minimum acceptable design and construction standards for sewer work within the District. The District Engineer ~~may~~ approve changes to the requirements of the District Standards as warranted by special circumstances, reporting such changes to the General Manager and the Board.

Section 5.2 Easements and Rights-of-Way. Any easements or rights-of-way necessary for sewer construction must be procured by parcel owners or Permit holders. These easements or rights-of-way must be of minimum width to allow for sewer construction and maintenance activities of all kinds. Once procured, easements and rights-of-way for District facilities must be dedicated to the District by name and must be accepted by the Board. In addition to the ~~e~~Easement and rights-of-way, ingress and egress right-of-way ~~also~~ shall also be acquired on behalf of the District for maintenance purposes.

Section 5.3 Separate Building Sewers. Each single family residence (house or townhouse) on an individual or common parcel within the District must have a separate building sewer connected to the public sewer. Multiple family residences (apartments or condominiums) on a common parcel within the District may have one or more building sewers connected to either a collector sewer or the public sewer. Each detached nonresidential building on an individual or common parcel within the District must have a separate building sewer connected to the public sewer. Multiple-tenant attached nonresidential buildings on a common parcel may have one or more building sewers connected to either a collector sewer or the public sewer.

Section 5.4 Building Drain Lower Than Public Sewer. Where any building drain is too low to allow a gravity flow to the public sewer, the parcel owner or Permit holder will provide, at no expense to the District, a sewage lifting system approved by the District Engineer. This system is subject to inspection by the District and will be operated and maintained at no expense to the District.

Section 5.5 Backwater Prevention System (BPS). ~~The backwater prevention system (BPS) consists of a backflow prevention device in combination with an overflow device.~~ The District's policy regarding installation of a backwater prevention system is as follows:

1. New building sewer:

- a. Required on all new structures.
- b. Required on all private lift stations where a pump is used to lift sewage to the lateral or sewer main.

A ~~backflow prevention device~~BPS will also be required whenever the ~~Oro Loma Sanitary District's~~ District Engineer or General Manager determines, ~~in at~~ in their discretion, and based upon specific site conditions, that the purpose of this Section will best be served by the installation of such ~~a~~ device. All costs to install and maintain the ~~backflow~~backwater prevention system shall be borne by the property owner. (See Section 4.9)

2. Existing building sewers:

- a. Required on all existing structures where it is determined that the upstream manhole rim elevation is greater than or equal to the lowest drain in the structure. For example, structures with basements or structures on steep hillsides.
- b. Required on all existing structures when the lateral requires major repair or total replacement.
- c. Required on all existing structures when additional plumbing fixtures are to be installed, and/or when the structure floor area is to be increased by more than 25%.
- d. Required on all existing structures when the property is damaged by a blockage in a sanitary sewer main or lateral.

3. **Notice of code violation:**

Should the homeowner fail to comply with the above within 90 days of being notified in writing from the District, the District may, at its sole discretion, send the property owner a letter by certified mail advising them of applicable code violations.

4. **Dwellings at risk of sewer backups/courtesy notice:**

From time to time, District personnel may identify certain structures that are likely at risk from sewer backups. The owners of those properties will be notified by certified letter explaining the benefits of retrofitting their building sewer with a BPS. Installation of a BPS under these circumstances is ~~recommended~~, but recommended but not required.

5. **Responsibility for- ~~BPS Backflow Prevention Devices~~:**

In this Ordinance, the term “backflow prevention device” includes, but is not limited to, backwater overflow devices and backwater check valves, pressure relief devices and shutoff systems, and any other devices the District may approve for the purpose of preventing or minimizing the possibility that raw sewage will back up into any structure, or for any similar purpose. All ~~BPSs backflow prevention devices~~ shall comply with standards acceptable to Oro Loma Sanitary District and shall be maintained and repaired by the property owner to provide for their uninterrupted function for the purpose for which they were designed.

6. **Maintenance requirements:**

All ~~BPSs backflow protection devices~~ shall fully comply with all Oro Loma Sanitary District requirements and shall be maintained by the property owner to provide for their continuing function as designed. All ~~BPSs backflow protection devices~~ shall be accessible at all times and shall be free from any obstructions, including, but not limited to, rocks, soil, vegetation, debris, grass, trees, bushes, plants, landscaping, concrete, asphalt or other ground coverings or any other materials or substances that may impair the proper function of or unobstructed accessibility to the devices.

7. **Failure to follow ~~BPS Backflow Prevention Device~~ requirements:**

Any property owner whose property has no ~~BPS backflow~~ protection device as required by this Ordinance or other law or regulation, or which has a defective or improperly installed backflow protection device, or which has a backflow protection device that does not comply in all respects with the requirements of this Ordinance or with any standards adopted or utilized by Oro Loma Sanitary District shall be responsible for all damage that results from the lack of such a device, or the failure of the defective or improperly installed or noncompliant device to prevent or minimize such damage. Oro Loma Sanitary District will not be liable for damage resulting from sewer overflows when a backflow prevention device has not been installed or maintained as required by this Ordinance.

Section 5.6 Reuse of Existing Building Sewers. An existing building sewer may be reused for a new connection if that building sewer is of non-rigid joint construction and satisfactorily passes both pressure testing and ~~television~~ CCTV inspection.

Section 5.7 Requirements for Grease Interceptors/Traps. When in the judgment of the District, there is a potential for excessive amounts of grease, sand, flammable liquids, or other substances to be

discharged into a public sewer, grease interceptors/traps must be provided, at no expense to the District, to reduce the quantities of these substances in the discharged sewage. Grease interceptors/Traps must be of types and sizes approved by the District Engineer and must be located to provide proper operation and ease of cleaning, maintenance, and inspection. Requirements for grease interceptors/traps will be determined on a case-by-case basis.

Section 5.8 Protection of Utilities. The Permit holder shall notify Underground Service Alert (USA), at 1 (800) 642-2444 at least forty-eight (48) hours before excavating within the District so that the location of underground facilities can be marked on the surface by the various utilities. The Permit holder shall exercise deliberate care to avoid damaging existing utilities and services, and is responsible for the prompt repairs or replacements required to restore service.

Section 5.9 Damage to Existing District Facilities. If existing District facilities are damaged during sewer work, the Permit holder must arrange with the District for the repair of the damage, at no expense to the District, and to the satisfaction of the District.

Section 5.10 Restoration of Excavated Property. Any property disturbed by excavation for sewer work must be restored to the satisfaction of the District and the local agency having jurisdiction over the work site.

Section 5.11 Responsibility for Safety. The Permit holder is responsible for the safety of the general public and all persons at the work site for the duration of the sewer work; this responsibility is continuous and is not limited to normal working hours. All sewer work must be done in accordance with the safety rules and regulations of CAL/OSHA and other city, county, state, and federal agencies having jurisdiction over the work site.

Section 5.12 Compliance With Other Regulations. Permit holders are responsible for becoming aware of and complying with all applicable rules and regulations and obtaining applicable permits from and paying applicable fees and charges to any other agencies having jurisdiction over the work site.

No person shall connect a drain line, wastewater pipeline, building drain, building sewer or private sewer disposal system to any public sewer without the submission of required plans, reviewed and accepted by Oro Loma Sanitary District whether by permit, license or otherwise, including the payment of applicable fees and connection charges; and unless the location and method of construction have been approved by Oro Loma Sanitary District's Engineer or representative.

ARTICLE VI

INSPECTION

Section 6.1 Inspection Required. All sewer work within the District is subject to inspection. For inspection purposes, the District must be provided access to sewer work at all times during construction and proper and safe facilities for access. The District must be furnished every reasonable facility for ascertaining that materials and workmanship are in accordance with the requirements and intentions of the District Standards.

Section 6.2 Testing New Building Sewers. The test section shall be through the full length of the building sewer from the connection to the public sewer to the cleanout location adjacent to the building footprint. The air or water test of new private laterals shall conform to the testing requirements of Oro Loma Sanitary District's Standard Specifications.

Section 6.3 Inspection Notification. The Permit holder shall notify the District Inspector at least twenty-four (24) hours prior to beginning sewer work, including making connections to the public sewer or backfilling excavations containing sewer facilities.~~The Permit holder must notify the District Inspector at least twenty-four (24) hours prior to beginning sewer work. The Permit holder shall notify the District Inspector at least twenty-four (24) hours prior to making connections to the public sewer or backfilling excavations containing sewer facilities.~~

Section 6.4 Required Inspections. The District Standards identify the inspections and tests required for sewer facilities. Under special circumstances, when in the judgment of the District Engineer it is necessary, the District Engineer may impose inspections and tests in addition to those required by the District Standards.

Section 6.5 Backfilling Before Inspection and Testing. If connections to the public sewer or excavations containing sewer facilities have been covered before District examination, the Permit holder shall expose the connections or facilities to allow for inspection and testing.

Section 6.6 Right of Entry. District personnel bearing proper identification and credentials, shall be permitted to enter all private property under District jurisdiction for the purposes of inspecting, sampling, or testing sewer facilities or sewage as provided by District Ordinances.

Section 6.7 Observance of Safety Rules. While performing necessary inspection work on private property, District personnel shall observe all safety rules and regulations established for the property by the owner or the owner's agents.

Section 6.8 Property Owner Held Harmless, Indemnified. For the duration of necessary inspection work on private property, the District will indemnify and hold the property owner and owner's agents harmless against injury or death to District employees or property damage, caused by the negligence of District employees.

Section 6.9 Liability of Property Owner.—The property owner and the owner's agents shall indemnify and hold the District harmless against injury or death to persons or property damage caused by negligence or failure of the property owner to maintain safe conditions as required by the property safety procedures, the rules and regulations of other agencies having jurisdiction over the property, or reasonable construction safety standards.

Section 6.10 Overtime Inspection. Inspections requested after normal District working hours, on weekends, or on holidays may be obtained only by prior arrangement with the District. All costs associated with overtime inspection will be borne by the Permit holder.

Section 6.11 Lateral Inspection Program.

1. Health and Safety Basis: An owner shall have the lateral of their real property inspected utilizing closed circuit television (CCTV) and pressure tested, at owner's expense, in accordance with the requirements of this Section and District Standards Section 7.03, as directed and within the time period indicated by the District Engineer (or designated representative) upon the occurrence of any of the following events:

a. Overflow or Malfunction. Whenever the District ~~Engineer~~ determines that the lateral has recently overflowed or has recently malfunctioned. This requirement shall not apply to overflows caused by blockages in the District's main line or other event unrelated to a defect in the building sewer.

—Lateral Failure or Lack of Maintenance. Whenever the District ~~Engineer~~ finds that there is sufficient evidence to conclude that the lateral or cleanout has failed, is likely to fail, or has not been properly maintained.

b.

—Public Health Threat. Upon any other reasonable cause to believe that there is a threat to the public health, safety, or welfare due to the condition of the lateral.

c.

d. Age of Pipes or Extent of Foliage Causing Higher Flow Within the Service Area. Whenever the District ~~Engineer~~ determines that the age of pipes in combination with observed foliage (tree roots near the lateral suggesting root intrusion causing infiltration) or the age of the pipes independently are causing a higher than average flow in a neighborhood or area, the District Engineer may direct an inspection of the lateral to determine the need for repair.

2. Other Events Requiring Lateral Inspection: An owner shall have the lateral of their property inspected and tested in accordance with the requirements of this Article upon the occurrence of any of the following events:

—Additions or Improvements. Prior to the issuance of a building permit for a building addition or new improvements where said addition or improvements (or cumulative additions or improvements through multiple projects over the prior three years) have a value of \$50,000 ~~.00~~ or greater, or where said addition or improvements result in a 25% or more increase in building square footage, or when a significant change to the building's plumbing system (e.g. bathroom addition) is planned, or when an accessory dwelling unit (ADU) or additional building unit is to be constructed.

a.

—Transfer of Property Title. Prior to transfer of title upon the sale of any real property, the owner shall provide to the District Engineer a lateral inspection report as specified in paragraph 7 of this section. In the event such inspection report is not provided to the District Engineer prior to transfer of property title, the buyer of the property shall be responsible for providing the inspection report within 30 days after the transfer, and shall be responsible for any needed repairs identified by such inspection. The cost of inspection(s) and report(s) shall be borne by the owner. Failure of the buyer to comply with this regulation is punishable in accordance with Article VIII of this Ordinance. Prior to transfer of title, the owner must disclose in writing to the buyer that the District requires inspection and repair of the lateral in accordance with this chapter. This requirement shall not apply to the sale of real property in a common interest development.

b.

—When the District inspection finds that a lateral has been repaired or installed without a permit from the District.

c.

d. When the District inspection finds that a lateral was not installed per District Ordinance or Standards.

3. Exception to Inspection Requirement. Owners who hold a valid Servicewer Lateral Certificate of Compliance issued by the District are exempt from inspection requirements of paragraph 2. This exemption does not apply to any inspection required under paragraph 1. The District Engineer may, at their sole discretion, exempt an owner from the inspection requirement for other valid reasons, as determined by the District Engineer. In addition, homeowners who share a common lateral shall be exempt from the inspection requirements. Mobile home parks shall also be exempt from the inspection requirements.

4. Any owner may request an administrative review regarding the propriety of an inspection required by this section, by filing a written notice of appeal with the District Engineer no later than 30 days after receiving written notice of the need to perform an inspection.

5. When an owner refuses to provide an inspection required by this subsection, the District may conduct a lateral inspection and the owner shall be responsible for the costs of such inspection. Should the District's inspection reveal the need for repairs, the District may issue a notice of repair to the owner and require any of the remedies provided provided, pursuant to subsection 9, to ensure repairs are made and costs are paid by the property owner.

6. Testing. The inspection process shall also include leakage testing of the lateral by the owner in accordance with District Standards, Section 7.03. However, if on the basis of the visual inspection or other factors, the owner opts to proceed with permitted repairs or replacement of the lateral, testing may be deferred until such repairs or replacement are completed. If testing is conducted, the owner shall be responsible for isolating the lateral for purposes of the test.

7. Lateral Inspection Report Requirements. An inspection report shall be prepared by a licensed plumber or qualified professional who shall declare under penalty of perjury that the report is true and correct.

a. The inspection report shall include the following:

i. Date of inspection

ii. Address of inspection

iii. Name of inspector

iv. NASSCO PACP/LACP certification number, if applicable

v. Name of plumbing firm and license number

vi. Lateral material(s) and lengths

vii. Estimated age of lateral

b. The inspection report shall identify all of the following:

i. Any and all defects that could allow infiltration into the lateral or otherwise create a maintenance issue in the District sewer system. Such defects may include but not be limited to

the following: displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow or infiltration, grease and sediment deposits or other conditions likely to increase the chance for blockage of the lateral or sewer main.

ii. Results of pressure testing.

iii. Whether any properties connect to the lateral or if the lateral connects to lateral(s) from other properties prior to connection to the Sewer Main.

iv. Whether any connection, by pipes or otherwise, allows rainwater or groundwater to enter the private sewer lateral or public sewer.

v. Whether the building sewer has an installed backwater ~~prevention devices~~ prevention system where any outlet or trap of the private sewer lateral is below the level of the nearest manhole. If a backwater prevention system device is already installed, the report shall indicate whether the backwater device is functioning properly.

—Any other facts regarding the condition, maintenance and repair of the lateral.

vi.

c. The inspection report shall include an electronic copy of the inspection video in a non-proprietary - format (mpg4 or other format approved by the District Engineer), a rating of the building sewer condition based on PACP standards, and if applicable, the results of pressure testing.

d. A licensed plumber or qualified professional who prepares a false inspection report shall be subject to punishment under Article VIII of this section in addition to any other legal remedies or punishment provided by law.

8. If the District Engineer's review of the lateral inspection report finds that the lateral is in compliance with District Standards and that no further action by the owner is required, the District will issue a Sewer Lateral Certificate of Compliance as described in Section 6.11.11. ~~that shall be valid for 10 years from the date of issue.~~

9. Lateral - Required Repairs.

—Notice to Repair. Upon receipt of the lateral inspection report pursuant to this Article, the District Engineer will determine whether it indicates any deficiencies in the operation of the lateral and, thereafter, shall provide the owner with a Notice to Repair as may be deemed appropriate by the Engineer. The District Engineer shall provide the determination and issue a notice to repair within ~~105 ten~~ business days after receipt of the inspection report. The Notice to Repair shall specifically identify the deficiencies to be corrected and shall establish a deadline of 180 days, within which the owner shall complete the required corrective actions. The corrective action may include a requirement that the lateral be replaced altogether and also may include the installation of cleanouts and backwater prevention system valves as required by the District's Standards.

a.

b. Obligations of the Owner. The owner shall obtain a Permit from the District and complete all corrective action to the satisfaction of the District Engineer. In the event a building permit is also required for the repairs, the owner shall obtain the requisite building permit and secure the approval of the relevant building official.

10. Testing. The repaired or replaced lateral shall be tested by the owner in accordance with District Standards, Section 7.03. The owner shall be responsible for isolating the lateral for purposes of the

test. Testing results shall be submitted to District Engineer for review. The District may conduct additional inspections or testing related to the repair or replacement, such as inspecting the alignment of the wye connection to the main.

11. Certificate of Compliance. If the District Engineer's review of the lateral test results and any other relevant information finds that the lateral is in compliance with District Standards, the District will issue a Certificate of Compliance that shall be valid for 10 years from the date of issue. If the entire sewer lateral has been replaced, the Certificate of Compliance shall be valid for 20 years from the date of issue.

~~10.12.~~ Appeals. Any owner who receives a Notice to Repair may request an administrative review, regarding the accuracy of the determination or the propriety of any corrective action required by filing a written notice of appeal with the District Engineer no later than 30 days after receipt of the Notice to Repair.

~~11.13.~~ Failure to Repair. Should an owner fail to conduct the required repairs within the time required by the notice to repair, the District may deem such failure to be a public nuisance and may initiate enforcement measures as provided for in Article VIII of this Ordinance.

ARTICLE VII

FEES, CHARGES, DEPOSITS, AND BONDS

Section 7.1 Establishment of Fees. The fees for various District services related to residential and nonresidential development are set by Board ~~resolution~~-ordinance and are shown in Exhibit A.

Section 7.2 Permit and Inspection Fees. These fees are imposed to cover the costs of issuing Permits, inspecting sewer work, and maintaining permanent District records.

Section 7.3 Connection Fees. These fees are imposed to cover the cost for a given parcel within the District to use existing sewer facilities capacity. This fee is based on property use and how much sewer and treatment capacity any particular use will require. Residential connection fees are charged per dwelling unit; nonresidential connection fees are charged by estimated or actual, if available, discharge quantity and strength data. Residential and Non-residential connection fees are calculated pursuant to Exhibit A, and, once paid, are non-refundable.

Section 7.3a Connection Fee Credits.

1. Redevelopment of Existing Parcel(s) and/or modifications of existing sewer capacity entitlement.
 - a. When a parcel undergoes redevelopment or capacity modifications, the connection fees due will be calculated pursuant to Exhibit A, less a credit equal to the connection fee paid for the parcel(s) at the time of original connection or the District fee in effect five (5) years prior to the current fee, whichever is greater.
 - b. No adjustment of monetary value due to inflation shall be made to the original connection fees.
 - c. No refund will be applied for any case in which the original connection fee exceeds the current fee, as calculated by the District.

Section 7.4 Sewer Upsizing Fees. -These fees are charged to recover costs of premature upsizing of existing downstream sewer lines to accommodate additional flows from new connections, which collectively will overload the system. This fee is a per dwelling unit or equivalent dwelling unit (EDU) charge based on collection system flow modeling and/or flow capacity studies, in possession of the District. The per unit charge is calculated by the District by dividing the cost of improvements by the estimated number of future units to be connected to and benefit from said improvements.

Section 7.5 Mapping and CCTV Fees. These fees are imposed to cover the cost of updating the District's sewer base map(s) to include the new development's sanitary sewer systems, and the cost of televising by District crews of the development newly installed sanitary sewer lines.

Section 7.6 Easement, Fee Title, and Quitclaim Review Fees. These fees are imposed to cover the costs of reviewing easement and fee title documents before acceptance by the District and reviewing

quitclaim documents before execution by the District.

Section 7.7 Document Reproduction Fees. These fees are imposed to cover the time and expense for reproduction of various District documents.

Section 7.8 Sewer Service Charges. These fees are imposed to cover the costs of supplying continuous sewer service to each parcel connected to the District's collection system. These charges are established by Board ~~resolution~~ ordinance and are shown in the current District Ordinance No. 37, Exhibit A. The cost of these fees is not prorated. After the first fiscal year, residential sewer service charges are collected for the District by the Alameda County Assessor on the County tax rolls. Nonresidential sewer service charges are collected by the East Bay Municipal Utility District based on water service billings for parcels connected to the District's collection system.

Section 7.9 Plan Check Deposits. Plan check deposits are developer deposits estimated and approved by the District that cover the costs of reviewing sewer improvement plans submitted by residential and nonresidential developers.

Section 7.10 Inspection Deposits. Inspection deposits are developer deposits set by Board action, at the time of improvement plan and specification approval, for the inspection and processing of subdivision (parcel maps and tracts) projects containing public sewers; or for nonsubdivision-related public sewer relocations or extensions of more than five hundred (500) linear feet.

Section 7.11 Annexation. Annexation fees are charged on a per parcel basis or gross acre basis at rates established by the Board, which may be modified from time to time. Annexation deposits are developer deposits estimated and approved by the District that cover the costs of processing an annexation application, including: administrative functions, map checks, legal fees, Local Agency Formation Commission and State Board of Equalization application fees, and other expenses. Annexation deposits are estimated on a case-by-case basis since applications of this type vary widely in extent and complexity.

Section 7.12 Miscellaneous Development Deposits. Miscellaneous development deposits are developer deposits the District may require to cover the costs of District review of a concept or proposal to determine if a project is feasible in relation to the available sewer facilities and District Standards. Miscellaneous development deposits are estimated on a case-by-case basis because of the variables of different projects.

Section 7.13 Developer Deposit Account Balances Less Than \$500.00. If charges against a developer deposit account reduce the balance to less than \$500.00, the District will estimate the amount of an additional deposit necessary, if any, for the District to complete its work on the project. Until the additional deposit is made, the District will stop work on the project.

Section 7.14 Developer Deposit Account Closing Balances. If, after District work on a project is complete, a developer deposit account balance is positive, the District will refund the remaining deposit; if the balance is negative, the District will invoice the depositor for the negative balance amount. The District has available the same remedies for recovering past due developer deposit account balances as it has for recovering delinquent sewer service charges under the enforcement authority of the District.

Section 7.15 **Bonds and Warranties.** The District Engineer may require residential and nonresidential developers to post bonds or other forms of security to assure completion of public sewer facility improvements and to guarantee against defects in those improvements for a specified period of time after Board acceptance.

ARTICLE VIII

ENFORCEMENT

Section 8.1 **Violation Unlawful.** After the effective date of this Ordinance, it is unlawful for the sewage discharge of any building within the District to be disposed of in any ways other than those provided by this Ordinance.

Section 8.2 **Punishments, Multiple Violations.** Under Section 6523 of the Health and Safety Code of the State of California, violations of an ordinance, rule, regulation, or standard of a sanitary district are misdemeanors and each offense is punishable by fine, imprisonment, or both. Each Ordinance violation is a separate offense, as is each day that violation continues.

Section 8.3 **Liability for Violation.** Any person violating District Ordinances, rules, regulations, or standards becomes liable to the District for any costs incurred by the District because of those violations. Any person violating District requirements adopted or ordered according to Section 54739 of the California Government Code may be civilly liable to the District for each day each violation occurs.

Section 8.4 **Public Nuisance.** The District declares that the continued occupancy of any residential building, or the continued operation of any nonresidential facility, while that building or facility is in violation of this or any other District Ordinance, is a public nuisance. When any building is in violation of this or any other District Ordinance, the District may bring proceedings for abatement of occupancy during the period of the violation.

Section 8.5 **Means of Enforcement Only.** The District declares that the following provisions are established only as a means of enforcing the terms and conditions of District Ordinances, rules, and regulations, and not as penalties.

Section 8.6 **Notification and Correction of Violations.** Any person violating this or any other District Ordinance will be served by an authorized District representative, with written notification describing the violation and providing a reasonable time limit for its correction. The time limit set for correcting violations will be not more than seven working days. Offenders shall cease permanently all violations within the time limit specified in the written notice. Offenders shall be held strictly responsible for violations resulting from their own actions as well as from the actions of their employees or agents. Upon written notification of violation, the person in charge of the area or activity in violation is to act for its correction.

Section 8.7 **District Correction of Violations.** To ensure prompt enforcement, the District may use its own resources to correct violations of this Ordinance. To recover the costs of correcting violations, the District may add those costs to the sewer service charge payable by the offender or tenant or owner of the parcel in violation. The District has the same remedies available for the collection of violation

correction costs as it has for the collection of delinquent sewer service charges. Additionally, the District may petition the Alameda County Superior Court for the issuance of a preliminary or permanent injunction, or both, as appropriate, restraining any person from continued violation of this Ordinance.

Section 8.8 Disconnection of Sewer Service. As an alternative method of enforcing this or any other District Ordinance, the General Manager has the authority to disconnect from the District's collection system any parcels in violation of District Ordinances.

Section 8.9 Occupancy While Disconnected. The occupancy of any building disconnected from the collection system for violation of District Ordinances is a public nuisance and will cause the District to bring proceedings for abatement of occupancy during the period of disconnection.

Section 8.10 Reconnection. Before a parcel disconnected from the District's collection system for violation of District Ordinances may be reconnected, all violations must be corrected and the person responsible for the disconnected parcel shall deposit with the District the cost, as estimated by the District, of disconnection from and reconnection to the collection system, and pay the District reasonable attorney's fees and cost of suit if legal action was necessary to abate occupancy.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Protection From Damage. It is unlawful for any person maliciously, willfully, or negligently to break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is a part of the District's sewage facilities. Any person violating this provision is subject to the penalties provided by law.

Section 9.2 Separability. If any section, subsection, sentence, clause, or phrase of this Ordinance or the application of it to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision will not affect the application of such provision to other persons or circumstances. The Board declares that it would have passed this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases might be declared unconstitutional.

Section 9.3 Repeal of Existing and Inconsistent District Ordinances. Ordinance No. 35-~~1612~~ as 12
as amended by Ordinance No. 35-13, and all other Ordinances and parts of Ordinances inconsistent with this Ordinance, are hereby repealed. Provided that, if any portion of this Ordinance, including Exhibit "A" as amended and attached hereto, is deemed invalid for any reason by a court of competent jurisdiction, the amendments made by this Ordinance and Exhibit "A" shall be rendered void and cause the amended portions to remain in full force and effect for all purposes.

ARTICLE X

EFFECTIVE DATE

Section 10.1 Upon adoption, this Ordinance will be entered in the minutes of this Board, will be posted in three (3) public places within the District, and will be published once in *The Daily Review*, a newspaper of general circulation within the District; and posting and publication will be completed not later than one week from the effective date. This Ordinance will be effective July 1, 2026~~60 days~~ after adoption and posting.

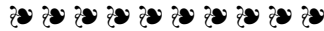


Exhibit A SCHEDULE OF FEES AND DEPOSITS
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I. PERMIT FEES

A. Permit Issuance Fee	\$30.00
B. Building Sewer Backwater Prevention Systems Installation to existing sanitary sewer lateral	No Fee

II. INSPECTION FEES

A. Existing Sewers

Building sewer repairs/minor alterations	\$250.00
Building sewer complete replacement	\$250.00
Building sewer relocations, per relocation	\$250.00
Disconnects and caps	\$250.00
Installation of building sewer Backwater Prevention Systems	No Fee
CCTV Inspection	\$1,000.00 0
Lateral Inspection Certificate Fee (Initial)	\$560 <u>7450.0</u> 0
Lateral Re-inspection Fee	\$280.00

B. New Construction

Single family residences, per unit	\$250.00
Multiple family residences, per unit	\$250.00
Non-residential, per unit	\$250.00
Mainline extension, per lineal foot	\$ 2.00 or \$400.00 min.
Mobile Home parks/trailer courts, per unit	\$250.00
CCTV Inspection	\$1,000.00

III. CONNECTION FEES AND CHARGES

A. Residential Connection

	\$6,919.00
Single-family residences, per unit	
Multiple family residences, per unit;	
Mobile home parks, per lot;	
Trailer courts, per space.	

B. Nonresidential Connection

Flow, per gal./day	\$29.70
Biochemical Oxygen Demand, per lb./day	\$1,420.38
Suspended Solids, per lb./day	\$1,377.34

A non-residential connection fee cannot be less than the single-family residence connection fee.

<p>Exhibit A</p> <p>SCHEDULE OF FEES AND DEPOSITS</p>

IV. SPECIAL FEES AND CHARGES

A. Sanitary Sewer Upsizing, “per unit” (one EDU)	Set by District Engineer’s Estimate
B. Annexation Fee, per unit/parcel	\$1,500.00
C. Reproduction (See Note) <u>Note:</u> Refer to District Standard Procedure I.A.11, Inspection of Public Records and Duplication Charge Policy	
D. Mapping and CCTV (Subdivision with Public Sewer)	\$1,000.00

V. DEVELOPER DEPOSIT

A. Annexation Deposit	Set by District
B. Inspection, subdivision with public sewers	Set by Board, generally 10% of engineer's estimate of sanitary sewer improvement cost.
C. Upsizing Fees (Not “per unit”)	Set by District
D. <u>Plan Check</u>	
Subdivision with public sewers	Set by District, generally
Subdivision with public sewers and lift station	5% of engineer's estimate of
Subdivision without public sewers with 4 or more units (3 units or less included, whichever is greater. in permit and inspection fee)	sanitary sewer improvement cost, or \$500.00, whichever is greater.
Miscellaneous Development	Set by District
Document Review	\$300.00 + \$1,000.00 deposit
Easement, Fee Title, Quitclaim	for attorney’s fee and other

Exhibit A
SCHEDULE OF FEES AND DEPOSITS

VI. CREDITS AND REFUNDS

- A. Residential Connection See Section 7.3a
- B. Nonresidential Connection See Section 7.3a

C. Developer Deposit Refunds

If, in its sole discretion, the District determines that a refund is due to a developer, the District will take the following steps:

1. Establish the amount to be refunded.
2. Mail a check to the developer at his/her last known mailing address.
3. If said check is returned to the District or is not cashed within six months from the date of issuance, the District will deposit said funds into its construction fund.

VII. INTEREST

It is the District's policy not to pay any interest of any kind on fees, charges, deposits, refunds or credit claims, or any other fees or charges collected by the District.

ORDINANCE NO. 35-17

AN ORDINANCE OF THE SANITARY BOARD OF THE ORO LOMA SANITARY DISTRICT, REGULATING THE INSTALLATION AND CONNECTION OF SANITARY SEWERS, ESTABLISHING A PERMIT SYSTEM, ADOPTING A SCHEDULE OF FEES AND DEPOSITS, AND PROVIDING LIABILITIES AND PENALTIES FOR VIOLATIONS

The Sanitary Board of the Oro Loma Sanitary District does ordain as follows:

ARTICLE I

DEFINITIONS

For the purposes of this Article, certain words and phrases are defined, and certain provisions shall be construed as herein set out, unless it shall be apparent from the context that a different meaning is intended.

Section 1.1 **Annexation** is the legal incorporation of territory into another entity (either contiguous or non-contiguous).

Section 1.2 **Biochemical Oxygen Demand (BOD)**. The quantity of oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure, five days at 20 degrees Celsius; expressed in terms of weight per unit volume, milligrams per liter (mg/L).

Section 1.3 **Backwater Prevention Device**. A plumbing fixture installed on a private sewer lateral to prevent sewage from the main from flowing back into a building by physically limiting flow to one direction (i.e., flow is only allowed in the direction away from the building).

Section 1.4 **Backwater Prevention System (BPS)**. The combination of approved backwater check valve and overflow device to prevent the flow of sewage from the public sewer into a building.

Section 1.5 **Board**. The Oro Loma Sanitary District Board of Directors.

Section 1.6 **BOD Loading**. The established amount of BOD contributed to the collection system by any given parcel within the District.

Section 1.7 **Building**. Any structure required to be served by a building sewer or collector sewer.

Section 1.8 **Building Drain**. The lowest horizontal part of a building's interior sewage discharge system, conveying sewage to a point two (2) feet beyond the outside face of the building's foundation wall, where it connects to the building sewer.

Section 1.9 **Building Sewer.** The private sanitary sewer extension, including the wye fitting, tee fitting, or tap, for which the District has permit authority and inspection jurisdiction, but no maintenance responsibility, that runs from the building drain to the collector sewer or public sewer. This may also be referred to as the service lateral or lateral.

Section 1.10 **Building Sewer Minor Alteration.** The modification of an existing building sewer involving rerouting but not changing the connection point to the collector sewer or public sewer.

Section 1.11 **Building Sewer Relocation.** The rerouting of an existing building sewer to a new connection point on the collector sewer or public sewer.

Section 1.12 **Building Sewer Repair.** The repair of a building sewer without rerouting or a new connection point to the collector sewer or public sewer.

Section 1.13 **Capacity Entitlement.** The largest approved discharge claim of a parcel to District sanitary sewer and treatment capacity, established at the time the connection fee for the capacity was paid.

Section 1.14 **Capacity Entitlement Value.** The value of a parcel's entitlement calculated at current rates. Determined by a residential parcel's use or by the combination of a nonresidential parcel's flow, BOD and SS loadings.

Section 1.15 **Capacity Expansion.** Construction of new plant facilities to meet future development demands.

Section 1.16 **CCTV (Closed Circuit Television).** Instrument used in the inspection of sewer lines and contractor's workmanship, using modern video equipment and computer software.

Section 1.17 **Certificate of Compliance.** A certificate issued by the District certifying that the building sewer (service lateral) complies with the standards set forth in this Ordinance. A Certificate of Compliance shall be valid for 10 years from the date of issue. If the entire building sewer has been replaced, the Certificate of Compliance shall be valid for 20 years from the date of issue.

Section 1.18 **Charge.** The dollar amount set by the District as an annual or monthly payment for services supplied on a recurring or continuous basis.

Section 1.19 **Cleanout.** A capped pipe that provides access to a sewer line, allowing people to clean out a portion of public or private sewer.

Section 1.20 **Collection System.** The aggregate of the Oro Loma Sanitary District's main and trunk sewers that ultimately convey sewage to the treatment plant.

Section 1.21 **Collector Sewer.** The private sanitary sewer, including the wye fitting, tee fitting, or tap; for which the District has permit authority and inspection jurisdiction, but no maintenance responsibility, that collects sewage from more than one building sewer on the same parcel and extends to the public sewer.

Section 1.22 **Combined Sewer.** A sewer designed to receive both surface runoff and sewage.

Section 1.23 **Contractor.** A person or business licensed by the State of California to contract for specific types of engineering and construction work.

Section 1.24 **Credit.** The value of a parcel's sewer capacity entitlement, calculated at current rates, and subtracted from the sum of new fees associated with a change of use or new construction.

Section 1.25 **Developer Deposit.** Funds placed with the District in a non-interest-bearing account for a specific project and drawn on as needed to reimburse the District for expenses incurred on that project.

Section 1.26 **District.** The Oro Loma Sanitary District; the area under its jurisdiction.

Section 1.27 **District Engineer.** Person designated by the General Manager to administer and enforce Engineering policies and rules and regulations established by the District and/or required by law.

Section 1.28 **District Inspector.** An inspector authorized by and acting on behalf of the District.

Section 1.29 **District Standards.** The documents used to define the minimum acceptable design and construction standards for sanitary sewer work within the District.

Section 1.30 **Fee.** The dollar amount set by the District as payment for services supplied on a one-time basis.

Section 1.31 **General Manager.** The person appointed by the Board to administer and enforce the rules and regulations of the District.

Section 1.32 **Grease Interceptor/Trap.** A receptacle designed to collect and retain grease and fatty substances normally discharged from kitchens, food processing, or similar wastes.

Section 1.33 **Inspection.** An examination or formal evaluation process by a professional inspector to ensure that all work performed by a contractor or property owner is in full compliance with all applicable standards, specifications and regulatory requirements.

Section 1.34 **Lateral Inspection.** An inspection of a service lateral by a licensed plumber or other qualified professional to visually examine and inspect the lateral sewer in the manner deemed appropriate by the District Engineer. Such an inspection shall, at a minimum, include the use of a closed-circuit television (CCTV) inspection device, for the purpose of determining whether the lateral sewer complies with District Standards and the requirements of this chapter. The inspection process shall also include testing in accordance with District Standards, Section 7.03, except as provided for in Section 6.11.6.

Section 1.35 **Maintenance of Building Sewers.** Any work performed on a building sewer, excluding interior cleaning and excavation for exterior visual examination, for which a Sewer Permit is issued; including repairs, replacements, and minor alterations.

Section 1.36 **Minimum Connection Fee.** The nonresidential connection fee cannot be less than the single-family residential connection fee.

Section 1.37 Multiple Family Residence. A residential, attached dwelling unit connected by a common wall or walls to other similar dwellings; apartments or condominiums.

Section 1.38 Natural Outlet. An outlet into a watercourse, ditch, pond, lake, or other body of surface or groundwater.

Section 1.39 Nonresidential Structures. Structures used only for commercial, industrial, institutional, governmental, or public purposes. Where a single structure has mixed uses, its classification as nonresidential or residential is determined by the District based on the predominant use.

Section 1.40 Overflow Device. A plumbing fixture designed and installed to provide a spill point on the exterior of a building to prevent interior building damage in the event of a sewer backup.

Section 1.41 Owner. Owner shall mean any person, partnership, association, corporation or fiduciary having legal title (or any partial interest) in any real property situated within the District boundaries.

Section 1.42 Permit. A Sewer Permit.

Section 1.43 Private Sewer Facilities. Sewer facilities that are privately constructed and not dedicated and accepted as a Public Sewer Facility by the District. Private Sewer Facilities generally include sewer facilities within a privately owned building, building sewers, private pump stations, grease interceptors, and all other facilities located between the sewer customer and the connection to the collection line, including the integral wye fitting that connects the lateral to a collection line.

Section 1.44 Public Sewer. A sanitary sewer for which the District has accepted maintenance responsibility by Board action.

Section 1.45 Residential Structures. Structures used only for dwelling purposes, but can include other structures associated with dwellings such as garages or sheds not used for any commercial purposes. Where a single structure has mixed uses, its classification as residential or nonresidential is determined by the District based on the predominant use.

Section 1.46 Sanitary Sewer. A sewer that carries sewage and into which surface runoff, storm water, and ground water are not intentionally admitted.

Section 1.47 Sanitary Sewer Facilities. Any component of the system used by the District to collect, convey, and treat sewage.

Section 1.48 Service Lateral or Lateral. See Building Sewer.

Section 1.49 Sewage. Waterborne wastes conveyed by sewers.

Section 1.50 Sewer. A sanitary sewer.

Section 1.51 Sewer Connection. Physical connection of a private sewer to the public sewer approved by the District.

Section 1.52 Sewer Disconnection. Removal of a building sewer or collector sewer from connection to the public sewer, capping it at its point of connection to the public sewer.

Section 1.53 Sewer Permit. An Oro Loma Sanitary District Sewer Permit; written authorization to perform sanitary sewer work within the District.

Section 1.54 Sewer Upsizing. The construction or replacement of a smaller diameter sewer system with a larger diameter, to accommodate additional capacity requirements.

Section 1.55 Single Family Residence. A residential, detached or attached dwelling unit. Detached: not connected by a common wall or walls to any other building, a house. Attached: connected by a common wall or walls to other similar dwellings, each dwelling occupying a zero lot line parcel, a townhouse.

Section 1.56 Storm Drain. A drain that carries surface runoff, storm water, and groundwater; and into which sewage is not intentionally admitted.

Section 1.57 Storm Sewer. A storm drain.

Section 1.58 Suspended Solids (SS). Solid material that either floats on the surface of, or is in suspension in, water, sewage, or other liquids and can be measured by laboratory filtering; expressed in terms of weight per unit volume, milligrams per liter (mg/l).

Section 1.59 SS Loading. The established amount of SS contributed to the collection system by any given parcel within the District.

Section 1.60 Watercourse. A channel in which a flow of water occurs, either continuously or intermittently.

Section 1.61 Work. Any activity for which a Sewer Permit has been issued.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Authority of the District. The adoption of this Ordinance establishes the authority of the District to promulgate the following rules and regulations regarding the collection and disposal of sewage and connection to the public sewer. All sewer work within the District must be done as provided in this Ordinance.

Section 2.2 Violation Unlawful. It is unlawful for any person to construct, install, connect to, provide, maintain, or use any other means of sewage disposal from any building within the District except by connection to the public sewer in the manner specified by this Ordinance.

Section 2.3 Relief on Application. When any person, by reason of special circumstances, believes that

any provision of this Ordinance is unjust or inequitable as applied to that person's property, that person may make written application to the Board, stating the special circumstances, citing the provisions applicable and requesting suspension or modification of those provisions as applied to that property.

Section 2.4 Approved Application. If an application for relief is approved, the Board shall, by resolution, suspend or modify the applicable provision as applied to that property, and establish the date and duration of such relief.

Section 2.5 Relief on Own Motion. The Board may, on its own motion, find that by reason of special circumstances that any provision of this Ordinance should be suspended or modified as applied to a particular property, and may, by resolution, order suspension or modification of that provision for that property during the period of special circumstances or for any part of that period.

Section 2.6 Permits, Establishment of Fees, Charges and Deposits. No public sewer, building sewer, collector sewer, or other sewerage facility shall be installed, altered, repaired, or used within the District without first obtaining a Permit and paying all fees, charges, and deposits.

Section 2.7 Establishing Capacity Entitlements. Payment of District sewer connection fees entitles any particular parcel of land within the District to the use of a specific portion of the District's capacity to collect, convey and treat sewage. Capacity entitlement value is equal to the connection fee at the time of original connection and subject to change, pursuant to Section 2.12 and Section 7.3a.

Section 2.8 Residential Capacity Entitlements. Residential capacity entitlement is established by payment of a connection fee. Residential capacity entitlement value is equal to the connection fee at the time of original connection and subject to change, pursuant to Section 2.12 and Section 7.3a.

Section 2.9 Nonresidential Capacity Entitlement. Nonresidential capacity entitlement is established by payment of a connection fee determined and adjusted by the District in accordance with Section 2.13 and with the formula set forth in Exhibit A, made a part of this Ordinance by reference. Nonresidential capacity entitlement value is equal to their connection fee at current rates at the time of connection and subject to change pursuant to Section 2.12 and Section 7.3a.

Section 2.10 Assignment of Nonresidential Discharge Quantity and Strength Values. For each new nonresidential parcel use or change-in-use, the District will request estimates of flow, BOD loading, and SS loading from the parcel owner or his agents. These estimates are subject to adjustment by the District upon review. If these estimates are not provided, the District will assign discharge quantity and strength values based on the most recent District Revenue Program Model. Whenever available, actual water use data, provided by the East Bay Municipal Utility District, combined with actual BOD loading and SS loading, determined at the parcel owner's expense by the District or by an independent laboratory, will be used in assigning discharge quantity and strength values.

Section 2.11 Review of Nonresidential Discharge Quantity and Strength Values After One Year. On its own initiative, or at the request of a parcel owner, the District may review a nonresidential parcel's discharge quantity and strength values approximately one year after payment of a new or change-in-use connection fee. The review of water use will be based on 12 months of actual flow data. If BOD loading and SS loading are to be reviewed, the parcel owner must provide at least four

laboratory-determined sets of values for these factors at no expense to the District. If, upon review, there is more than a ten percent (10%) difference between any of the originally established values and the values after one year, the District will adjust the values up or down depending on the direction of the difference. If the discharge quantity and strength values are adjusted, the District will recalculate the parcel's connection fee based on original rates and will require an additional payment or will issue a refund as appropriate.

Section 2.12 Change-in-Use of Capacity Entitlement. If a change in parcel use requires the same or less sewer and treatment capacity than the existing capacity entitlement, the existing capacity entitlement remains in effect. If a change in parcel use requires more sewer and treatment capacity than the existing capacity entitlement, the parcel owner must pay the difference between the new connection fee and the existing capacity entitlement as calculated in accordance with Section 7.3a. When this difference is paid, the parcel's capacity entitlement increases to the level of the new parcel use.

Section 2.13 Capacity Entitlement Fixed to Parcel. Once established, capacity entitlement remains with the parcel and cannot be transferred to a different parcel. Parcel owners cannot sell or trade capacity entitlement.

Section 2.14 Achieved Capacity Entitlement to Remain. A parcel's capacity entitlement remains at the highest level authorized throughout its use history.

Section 2.15 Granting Capacity Entitlement Credit. Credit is granted if a parcel's existing capacity entitlement is lower than the parcel's new capacity entitlement. The amount of credit is calculated in accordance with Section 7.3a. No refund will be made if a parcel's existing capacity entitlement is higher than the parcel's new capacity entitlement.

ARTICLE III

TREATMENT OF SEWAGE AND USE OF PUBLIC SEWERS

Section 3.1 Treatment of Sewage Required. It is unlawful to discharge or permit to be discharged to any natural outlet within the District any sewage or other polluted waters, except where suitable treatment is provided in accordance with District Ordinances.

Section 3.2 Unlawful Disposal. It is unlawful to construct or maintain any privy vault, septic tank, cesspool, or other facility intended or used for disposal of sewage.

Section 3.3 Occupancy Prohibited. No building, industrial facility, or other structure on a parcel shall be occupied until the parcel owner complies with all District rules and regulations.

Section 3.4 Sewer Required. Any building on a parcel within the District having a building drain must be connected at the building owner's expense, to a public sewer within ninety (90) days after receiving official notice from the District to do so.

Section 3.5 Sewer Becomes Available. When a public sewer becomes available where no public sewer was previously available under the provisions of Section 3.4, building sewers must be connected to that available public sewer within ninety (90) days after receiving official notice from the District to do so. Any privy vault, septic tank, cesspool, or similar private sewage disposal systems must be abandoned and filled with suitable materials, all as determined by the District.

Section 3.6 Combined Sewer. No roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff, or groundwater may be connected to any building drain, building sewer, or collector sewer that is connected directly, or indirectly, to a public sewer. It is unlawful to construct or maintain a combined sewer.

ARTICLE IV

SEWER PERMITS AND SEWER WORK

Section 4.1 Permit Required. It is unlawful to disturb any sewer within the District, including sewer laterals, without first obtaining a Permit. No Permit is required to uncover sewers to determine location or visually ascertain physical condition; however, a Permit is required to perform a sewer lateral inspection pursuant to Section 6.11. Permit fees and charges are set by Board ordinance and are shown in Exhibit A.

Section 4.2 Permit Application. The Permit application process is defined in the District Engineering Standard Procedure covering private development.

Section 4.3 Expiration of Permits. A Permit is valid for six months from the date of issuance and expires after that period. Once a Permit has expired, all work authorized by that permit must stop until the expired permit is replaced.

Section 4.4 Permit Replacement. A new Permit to replace an expired Permit may be issued upon completion of a Permit application and payment of the difference, if any, between the cost of the new Permit at current rates and the cost of the original Permit.

Section 4.5 Refunds for Expired Permits. Some of the original costs of an expired Permit are eligible for refund if a written refund request is made to the District within one year from the expiration date of the Permit. Connection fees and sewer service charges are eligible for refund if no connection was made to a public sewer or collector sewer. Unused portions of inspection deposits are eligible for refund. Permit and inspection fees are not eligible for refund.

Section 4.6 Authorization to Hold Permits. Contractors licensed by the State of California for the appropriate types of work are authorized to hold Permits. Parcel owners doing building sewer or collector sewer work completely within the bounds of their property, but outside of District easements, are also authorized to hold Permits.

Section 4.7 Acceptance of Permit by Applicant. By accepting a Permit from the District, the Permit holder agrees to be bound by and comply with all District requirements and perform work in accordance with the plans and specifications approved by the District. The terms and conditions of the Permit and

the agreement may be amended only by the District. The Permit holder and property owners shall indemnify the District from any loss or damage that may directly or indirectly result from the work performed pursuant to the permit.

Section 4.8 Work Done Without Permit. When any sewer work is performed without authorization by Permit, the parcel owner or contractor is required to obtain a Permit for that work and pay double the normal permit and inspection fees or the single-family residence permit and inspection fee, whichever is greater. In addition, the parcel owner or contractor will provide the District full access to inspect all work that was performed.

Section 4.9 Costs of Sanitary Sewer Work. All costs and expenses incident to the installation, connection, repair, maintenance, renovation, replacement, disconnection or relocation of a private sewer disposal system, building drain or building sewer, including cleanouts, backwater prevention system/device, pumps or other appurtenances (collectively “installation and maintenance”), shall be borne by the property owner and person causing the connection to be made, including but not limited to the costs of application, plan submittal, plan check, connection fees or any other fee or charge related to the installation.

Any property owner served by the Oro Loma Sanitary District Sewer Collection System shall be responsible and liable for all costs involved in the repair of all damages to Oro Loma’s public sewer system caused by the property owner or the property owner’s tenants or agents. That person shall defend, indemnify, and hold Oro Loma Sanitary District harmless from any cost, liability, loss or damage that may be incurred or occasioned by the installation or maintenance of the building drain or building sewer.

In no event shall Oro Loma Sanitary District be responsible by reason of approval of plans, issuances of licenses or permits, or allowance of connection to the public system for any harm, cost, loss or damage which may be occasioned by the installation or maintenance of the building drain or building sewer and the same shall be borne by the property owner or the person causing the connection to be made.

It shall be unlawful for any owner of the house, building, or property connected to an Oro Loma Sanitary District public sewer to maintain a building drain or building sewer in a condition that prevents or impedes the cleaning or inspection of the public sewer.

Section 4.10 Sewer Upsizing/Construction of Excess Capacity. When the District, in its sole judgment, determines that a proposed new connection(s), including an alternative use of existing connections, may exceed the sewer capacity of existing sewer lines, it may require the developer(s) of such proposed new connection(s) to contract for, at their own expense, a qualified engineering firm to conduct a capacity study of the impact of such proposed connection(s) on existing pipelines downstream from the point of connection to the treatment plant. If said study determines a need to upsize downstream capacity, the developer shall further prepare and submit a sewer upsizing plan to the District for review and approval. Upon District approval and agreement with such study, the District may, in its sole discretion, require one or all of the following:

1. An agreement with the developer to contract for and pay the entire cost of construction of all required downstream improvements in a time period as determined by the District.

2. Require the developer to pay the District a pro rata share of upsizing costs of future improvements, as determined in the sole discretion of the District.
3. Require the developer to pay “per unit” (one EDU) upsizing fee to pay for certain future downstream improvements identified in previous capacity studies.
4. Require the developer to pay all District costs associated with any sewer upsizing option listed above, including, but not limited to legal, engineering and administrative costs.
5. Refuse to approve such connections, if the developer(s) refuse to comply with any of the obligations imposed upon it by Section 1 above.

Section 4.11 District Cost for Nonpublic Sewer Work. When modification or failure of public sewer facilities necessitates work on nonpublic sanitary sewer facilities, the determination of responsibility for the costs of nonpublic sewer work is made at the sole discretion of the District.

Section 4.12 Maintenance of Sewers. The District is responsible for the maintenance of public sewers. Parcel owners are responsible for the maintenance of the building sewers or collector sewers serving their property, including the wye fitting, tee fitting, or tapped connection to the public sewer. If a building sewer maintenance operation for which a permit has been issued includes the area two (2) feet outside of the building line, and there is no cleanout at that location, a cleanout must be installed as a part of the maintenance operation. All cleanouts shall conform to applicable local plumbing codes and Oro Loma Sanitary District’s Standard Specifications.

It is the responsibility of the property owner to maintain the building sewer up to and including its connection to the public sewer.

The operation and condition of building sewers, their cleanouts and any other wastewater facilities required to serve a connector’s building, shall be the responsibility of the property owner, who shall keep them in good operating condition at all times and shall undertake all necessary repairs, including replacement of dilapidated and worn out components, at the property owner’s expense and at no cost to Oro Loma Sanitary District. All repairs to and replacements of building sewers or other private sewer disposal systems shall be performed in accordance with Oro Loma’s Standard Specifications.

Property owners shall maintain a building sewer in a manner that prevents sanitary sewer overflows and sewer spills. Failure of a property owner(s) to abate any condition that is causing sanitary sewer overflow within five business days of receiving a notice from Oro Loma Sanitary District is hereby declared to be a violation of District ordinances and regulations and may be subject to abatement or other remedies.

Section 4.13 Approval of Nonpublic Sewer Improvements. Before final approval by the District and use by the parcel owner, completed nonpublic sewer improvements must: conform to the District-approved plans and specifications, pass all required inspections and tests, comply with the District Standards to the District's satisfaction, and have had all required fees and charges paid in full.

Section 4.14 Acceptance of Public Sewer Improvements. Before final acceptance by the Board,

public sewer improvements must: conform to the Board-approved improvement plans and specifications, pass all required inspections and tests, and comply with the District Standards to the District's satisfaction. Also required before Board acceptance are: a recorded, final subdivision map providing dedication to the public of streets, easements, or rights-of-way where public sewers have been constructed; one complete, full-size set of record drawings on reproducible polyester film of four (4) mil minimum thickness showing the actual locations of all public sewers, structures, fittings, and building sewer or collector sewer connection locations; one plan view of improvements at 1:100 scale, both drawn on polyester film of four (4) mil minimum thickness and stored electronically in ASCII format; and payment in full of all required fees, charges, and deposits.

Section 4.15 Disconnection, Reconnection, and Credit for Previous Connection. Whenever a structure is demolished, removed, or disconnected from the District's collection system, that structure's building sewer must be disconnected and capped at the point of connection to the public sewer or collector sewer in accordance with District requirements. A Permit, with fees and charges calculated at current rates, is required to reconnect to the District's collection system any previously connected structure. Credit for previous connections may be granted for new connections on the same parcel pursuant to Section 7.3a.

Section 4.16 Liability Imposed by Law. Permit holders are answerable for, and shall indemnify and hold the District harmless from, any liability or damages imposed by law upon the District including all costs in defending against legal action or in seeking to enforce this Ordinance provision resulting directly or indirectly from the work performed pursuant to the permit.

Section 4.17 Liability for Work Performance. The District assumes no liability resulting from sewer work performed by Permit holders.

Section 4.18 Liability for Defects and Failures. Permit holders are solely liable for any defects in their sewer work or for any failures that may require repair.

ARTICLE V

SEWER DESIGN AND CONSTRUCTION

Section 5.1 District Standards. The District Standards define the minimum acceptable design and construction standards for sewer work within the District. The District Engineer may approve changes to the requirements of the District Standards as warranted by special circumstances, reporting such changes to the General Manager and the Board.

Section 5.2 Easements and Rights-of-Way. Any easements or rights-of-way necessary for sewer construction must be procured by parcel owners or Permit holders. These easements or rights-of-way must be of minimum width to allow for sewer construction and maintenance activities of all kinds. Once procured, easements and rights-of-way for District facilities must be dedicated to the District by name and must be accepted by the Board. In addition to the easement and rights-of-way, ingress and egress right-of-way shall also be acquired on behalf of the District for maintenance purposes.

Section 5.3 Separate Building Sewers. Each single family residence (house or townhouse) on an individual or common parcel within the District must have a separate building sewer connected to the public sewer. Multiple family residences (apartments or condominiums) on a common parcel within the District may have one or more building sewers connected to either a collector sewer or the public sewer. Each detached nonresidential building on an individual or common parcel within the District must have a separate building sewer connected to the public sewer. Multiple-tenant attached nonresidential buildings on a common parcel may have one or more building sewers connected to either a collector sewer or the public sewer.

Section 5.4 Building Drain Lower Than Public Sewer. Where any building drain is too low to allow a gravity flow to the public sewer, the parcel owner or Permit holder will provide, at no expense to the District, a sewage lifting system approved by the District Engineer. This system is subject to inspection by the District and will be operated and maintained at no expense to the District.

Section 5.5 Backwater Prevention System (BPS). The District's policy regarding installation of a backwater prevention system is as follows:

1. New building sewer:

- a. Required on all new structures.
- b. Required on all private lift stations where a pump is used to lift sewage to the lateral or sewer main.

A BPS will also be required whenever the District Engineer or General Manager determines, at their discretion and based upon specific site conditions, that the purpose of this Section will best be served by the installation of such device. All costs to install and maintain the backwater prevention system shall be borne by the property owner. (See Section 4.9)

2. Existing building sewers:

- a. Required on all existing structures where it is determined that the upstream manhole rim elevation is greater than or equal to the lowest drain in the structure. For example, structures with basements or structures on steep hillsides.
- b. Required on all existing structures when the lateral requires major repair or total replacement.
- c. Required on all existing structures when additional plumbing fixtures are to be installed. and/or when the structure floor area is to be increased by more than 25%.
- d. Required on all existing structures when the property is damaged by a blockage in a sanitary sewer main or lateral.

3. Notice of code violation:

Should the homeowner fail to comply with the above within 90 days of being notified in writing from the District, the District may, at its sole discretion, send the property owner a letter by certified mail advising them of applicable code violations.

4. Dwellings at risk of sewer backups/courtesy notice:

From time to time, District personnel may identify certain structures that are likely at risk from sewer backups. The owners of those properties will be notified by certified letter explaining the

benefits of retrofitting their building sewer with a BPS. Installation of a BPS under these circumstances is recommended but not required.

5. Responsibility for BPS:

In this Ordinance, the term “backflow prevention device” includes, but is not limited to, backwater overflow devices and backwater check valves, pressure relief devices and shutoff systems, and any other devices the District may approve for the purpose of preventing or minimizing the possibility that raw sewage will back up into any structure, or for any similar purpose. All BPSs shall comply with standards acceptable to Oro Loma Sanitary District and shall be maintained and repaired by the property owner to provide for their uninterrupted function for the purpose for which they were designed.

6. Maintenance requirements:

All BPSs shall fully comply with all Oro Loma Sanitary District requirements and shall be maintained by the property owner to provide for their continuing function as designed. All BPSs shall be accessible at all times and shall be free from any obstructions, including, but not limited to, rocks, soil, vegetation, debris, grass, trees, bushes, plants, landscaping, concrete, asphalt or other ground coverings or any other materials or substances that may impair the proper function of or unobstructed accessibility to the devices.

7. Failure to follow BPS requirements:

Any property owner whose property has no BPS protection device as required by this Ordinance or other law or regulation, or which has a defective or improperly installed backflow protection device, or which has a backflow protection device that does not comply in all respects with the requirements of this Ordinance or with any standards adopted or utilized by Oro Loma Sanitary District shall be responsible for all damage that results from the lack of such a device, or the failure of the defective or improperly installed or noncompliant device to prevent or minimize such damage. Oro Loma Sanitary District will not be liable for damage resulting from sewer overflows when a backflow prevention device has not been installed or maintained as required by this Ordinance.

Section 5.6 Reuse of Existing Building Sewers. An existing building sewer may be reused for a new connection if that building sewer is of non-rigid joint construction and satisfactorily passes both pressure testing and CCTV inspection.

Section 5.7 Requirements for Grease Interceptors/Traps. When in the judgment of the District, there is a potential for excessive amounts of grease, sand, flammable liquids, or other substances to be discharged into a public sewer, grease interceptors/traps must be provided, at no expense to the District, to reduce the quantities of these substances in the discharged sewage. Grease interceptors/Traps must be of types and sizes approved by the District Engineer and must be located to provide proper operation and ease of cleaning, maintenance, and inspection. Requirements for grease interceptors/traps will be determined on a case-by-case basis.

Section 5.8 Protection of Utilities. The Permit holder shall notify Underground Service Alert (USA), at 1 (800) 642-2444 at least forty-eight (48) hours before excavating within the District so that the location of underground facilities can be marked on the surface by the various utilities. The Permit

holder shall exercise deliberate care to avoid damaging existing utilities and services, and is responsible for the prompt repairs or replacements required to restore service.

Section 5.9 Damage to Existing District Facilities. If existing District facilities are damaged during sewer work, the Permit holder must arrange with the District for the repair of the damage, at no expense to the District, and to the satisfaction of the District.

Section 5.10 Restoration of Excavated Property. Any property disturbed by excavation for sewer work must be restored to the satisfaction of the District and the local agency having jurisdiction over the work site.

Section 5.11 Responsibility for Safety. The Permit holder is responsible for the safety of the general public and all persons at the work site for the duration of the sewer work; this responsibility is continuous and is not limited to normal working hours. All sewer work must be done in accordance with the safety rules and regulations of CAL/OSHA and other city, county, state, and federal agencies having jurisdiction over the work site.

Section 5.12 Compliance With Other Regulations. Permit holders are responsible for becoming aware of and complying with all applicable rules and regulations and obtaining applicable permits from and paying applicable fees and charges to any other agencies having jurisdiction over the work site.

No person shall connect a drain line, wastewater pipeline, building drain, building sewer or private sewer disposal system to any public sewer without the submission of required plans, reviewed and accepted by Oro Loma Sanitary District whether by permit, license or otherwise, including the payment of applicable fees and connection charges; and unless the location and method of construction have been approved by Oro Loma Sanitary District's Engineer or representative.

ARTICLE VI

INSPECTION

Section 6.1 Inspection Required. All sewer work within the District is subject to inspection. For inspection purposes, the District must be provided access to sewer work at all times during construction and proper and safe facilities for access. The District must be furnished every reasonable facility for ascertaining that materials and workmanship are in accordance with the requirements and intentions of the District Standards.

Section 6.2 Testing New Building Sewers. The test section shall be through the full length of the building sewer from the connection to the public sewer to the cleanout location adjacent to the building footprint. The air or water test of new private laterals shall conform to the testing requirements of Oro Loma Sanitary District's Standard Specifications.

Section 6.3 Inspection Notification. The Permit holder shall notify the District Inspector at least twenty-four (24) hours prior to beginning sewer work, including making connections to the public sewer or backfilling excavations containing sewer facilities.

Section 6.4 Required Inspections. The District Standards identify the inspections and tests required for sewer facilities. Under special circumstances, when in the judgment of the District Engineer it is necessary, the District Engineer may impose inspections and tests in addition to those required by the District Standards.

Section 6.5 Backfilling Before Inspection and Testing. If connections to the public sewer or excavations containing sewer facilities have been covered before District examination, the Permit holder shall expose the connections or facilities to allow for inspection and testing.

Section 6.6 Right of Entry. District personnel bearing proper identification and credentials shall be permitted to enter all private property under District jurisdiction for the purposes of inspecting, sampling, or testing sewer facilities or sewage as provided by District Ordinances.

Section 6.7 Observance of Safety Rules. While performing necessary inspection work on private property, District personnel shall observe all safety rules and regulations established for the property by the owner or the owner's agents.

Section 6.8 Property Owner Held Harmless, Indemnified. For the duration of necessary inspection work on private property, the District will indemnify and hold the property owner and owner's agents harmless against injury or death to District employees or property damage, caused by the negligence of District employees.

Section 6.9 Liability of Property Owner. The property owner and the owner's agents shall indemnify and hold the District harmless against injury or death to persons or property damage caused by negligence or failure of the property owner to maintain safe conditions as required by the property safety procedures, the rules and regulations of other agencies having jurisdiction over the property, or reasonable construction safety standards.

Section 6.10 Overtime Inspection. Inspections requested after normal District working hours, on weekends, or on holidays may be obtained only by prior arrangement with the District. All costs associated with overtime inspection will be borne by the Permit holder.

Section 6.11 Lateral Inspection Program.

1. Health and Safety Basis: An owner shall have the lateral of their real property inspected utilizing CCTV and pressure tested, at owner's expense, in accordance with the requirements of this Section and District Standards Section 7.03, as directed and within the time period indicated by the District Engineer (or designated representative) upon the occurrence of any of the following events:
 - a. Overflow or Malfunction. Whenever the District determines that the lateral has recently overflowed or has recently malfunctioned. This requirement shall not apply to overflows caused by blockages in the District's main line or other event unrelated to a defect in the building sewer.
 - b. Lateral Failure or Lack of Maintenance. Whenever the District finds that there is sufficient evidence to conclude that the lateral or cleanout has failed, is likely to fail, or has not been properly maintained.

- c. Public Health Threat. Upon any other reasonable cause to believe that there is a threat to the public health, safety, or welfare due to the condition of the lateral.
 - d. Age of Pipes or Extent of Foliage Causing Higher Flow Within the Service Area. Whenever the District determines that the age of pipes in combination with observed foliage (tree roots near the lateral suggesting root intrusion causing infiltration) or the age of the pipes independently are causing a higher than average flow in a neighborhood or area, the District Engineer may direct an inspection of the lateral to determine the need for repair.
2. Other Events Requiring Lateral Inspection. An owner shall have the lateral of their property inspected and tested in accordance with the requirements of this Article upon the occurrence of any of the following events:
- a. Additions or Improvements. Prior to the issuance of a building permit for a building addition or new improvements where said addition or improvements (or cumulative additions or improvements through multiple projects over the prior three years) have a value of \$50,000 or greater, or where said addition or improvements result in a 25% or more increase in building square footage, or when a significant change to the building's plumbing system (e.g. bathroom addition) is planned, or when an accessory dwelling unit (ADU) or additional building unit is to be constructed.
 - b. Transfer of Property Title. Prior to transfer of title upon the sale of any real property, the owner shall provide to the District Engineer a lateral inspection report as specified in paragraph 7 of this section. In the event such inspection report is not provided to the District Engineer prior to transfer of property title, the buyer of the property shall be responsible for providing the inspection report within 30 days after the transfer, and shall be responsible for any needed repairs identified by such inspection. The cost of inspection(s) and report(s) shall be borne by the owner. Failure of the buyer to comply with this regulation is punishable in accordance with Article VIII of this Ordinance. Prior to transfer of title, the owner must disclose in writing to the buyer that the District requires inspection and repair of the lateral in accordance with this chapter. This requirement shall not apply to the sale of real property in a common interest development.
 - c. When the District finds that a lateral has been repaired or installed without a permit from the District.
 - d. When the District finds that a lateral was not installed per District Ordinance or Standards.
3. Exception to Inspection Requirement. Owners who hold a valid Service Lateral Certificate of Compliance issued by the District are exempt from inspection requirements of paragraph 2. This exemption does not apply to any inspection required under paragraph 1. The District Engineer may, at their sole discretion, exempt an owner from the inspection requirement for other valid reasons. In addition, homeowners who share a common lateral shall be exempt from the inspection requirements. Mobile home parks shall also be exempt from the inspection requirements.
4. Any owner may request an administrative review regarding the propriety of an inspection required by this section, by filing a written notice of appeal with the District Engineer no later than 30 days after receiving written notice of the need to perform an inspection.
5. When an owner refuses to provide an inspection required by this subsection, the District may conduct a lateral inspection and the owner shall be responsible for the costs of such inspection. Should the

District's inspection reveal the need for repairs, the District may issue a notice of repair to the owner and require any of the remedies provided, pursuant to subsection 9, to ensure repairs are made and costs are paid by the property owner.

6. Testing. The inspection process shall also include leakage testing of the lateral by the owner in accordance with District Standards, Section 7.03. However, if on the basis of the visual inspection or other factors, the owner opts to proceed with permitted repairs or replacement of the lateral, testing may be deferred until such repairs or replacement are completed. If testing is conducted, the owner shall be responsible for isolating the lateral for purposes of the test.
7. Lateral Inspection Report Requirements. An inspection report shall be prepared by a licensed plumber or qualified professional who shall declare under penalty of perjury that the report is true and correct.
 - a. The inspection report shall include the following:
 - i. Date of inspection
 - ii. Address of inspection
 - iii. Name of inspector
 - iv. NASSCO PACP/LACP certification number, if applicable
 - v. Name of plumbing firm and license number
 - vi. Lateral material(s) and lengths
 - vii. Estimated age of lateral
 - b. The inspection report shall identify all of the following:
 - i. Any and all defects that could allow infiltration into the lateral or otherwise create a maintenance issue in the District sewer system. Such defects may include but not be limited to the following: displaced joints, open joints, root intrusion, substantial deterioration of the line, cracks, leaks, inflow or infiltration, grease and sediment deposits or other conditions likely to increase the chance for blockage of the lateral or sewer main.
 - ii. Results of pressure testing.
 - iii. Whether any properties connect to the lateral or if the lateral connects to lateral(s) from other properties prior to connection to the Sewer Main.
 - iv. Whether any connection, by pipes or otherwise, allows rainwater or groundwater to enter the private sewer lateral or public sewer.
 - v. Whether the building sewer has an installed backwater prevention system where any outlet or trap of the private sewer lateral is below the level of the nearest manhole. If a backwater prevention system is already installed, the report shall indicate whether the backwater device is functioning properly.
 - vi. Any other facts regarding the condition, maintenance and repair of the lateral.
 - c. The inspection report shall include an electronic copy of the inspection video in a non-proprietary format (mpg4 or other format approved by the District Engineer), a rating of the building sewer condition based on PACP standards, and if applicable, the results of pressure testing.
 - d. A licensed plumber or qualified professional who prepares a false inspection report shall be subject to punishment under Article VIII of this section in addition to any other legal remedies or punishment provided by law.

8. If the District Engineer's review of the lateral inspection report finds that the lateral is in compliance with District Standards and that no further action by the owner is required, the District will issue a Sewer Lateral Certificate of Compliance as described in Section 6.11.11.
9. Lateral - Required Repairs.
 - a. Notice to Repair. Upon receipt of the lateral inspection report pursuant to this Article, the District Engineer will determine whether it indicates any deficiencies in the operation of the lateral and, thereafter, shall provide the owner with a Notice to Repair as may be deemed appropriate by the Engineer. The District Engineer shall provide the determination and issue a notice to repair within 15 business days after receipt of the inspection report. The Notice to Repair shall specifically identify the deficiencies to be corrected and shall establish a deadline of 180 days, within which the owner shall complete the required corrective actions. The corrective action may include a requirement that the lateral be replaced altogether and also may include the installation of cleanouts and backwater prevention system as required by the District's Standards.
 - b. Obligations of the Owner. The owner shall obtain a Permit from the District and complete all corrective action to the satisfaction of the District Engineer. In the event a building permit is also required for the repairs, the owner shall obtain the requisite building permit and secure the approval of the relevant building official.
10. Testing. The repaired or replaced lateral shall be tested by the owner in accordance with District Standards, Section 7.03. The owner shall be responsible for isolating the lateral for purposes of the test. Testing results shall be submitted to District Engineer for review. The District may conduct additional inspections or testing related to the repair or replacement, such as inspecting the alignment of the wye connection to the main.
11. Certificate of Compliance. If the District Engineer's review of the lateral test results and any other relevant information finds that the lateral is in compliance with District Standards, the District will issue a Certificate of Compliance that shall be valid for 10 years from the date of issue. If the entire sewer lateral has been replaced, the Certificate of Compliance shall be valid for 20 years from the date of issue.
12. Appeals. Any owner who receives a Notice to Repair may request an administrative review, regarding the accuracy of the determination or the propriety of any corrective action required by filing a written notice of appeal with the District Engineer no later than 30 days after receipt of the Notice to Repair.
13. Failure to Repair. Should an owner fail to conduct the required repairs within the time required by the notice to repair, the District may deem such failure to be a public nuisance and may initiate enforcement measures as provided for in Article VIII of this Ordinance.

ARTICLE VII

FEES, CHARGES, DEPOSITS, AND BONDS

Section 7.1 Establishment of Fees. The fees for various District services related to residential and nonresidential development are set by Board ordinance and are shown in Exhibit A.

Section 7.2 Permit and Inspection Fees. These fees are imposed to cover the costs of issuing Permits, inspecting sewer work, and maintaining permanent District records.

Section 7.3 Connection Fees. These fees are imposed to cover the cost for a given parcel within the District to use existing sewer facilities capacity. This fee is based on property use and how much sewer and treatment capacity any particular use will require. Residential connection fees are charged per dwelling unit; nonresidential connection fees are charged by estimated or actual, if available, discharge quantity and strength data. Residential and Non-residential connection fees are calculated pursuant to Exhibit A, and, once paid, are non-refundable.

Section 7.3a Connection Fee Credits.

1. Redevelopment of Existing Parcel(s) and/or modifications of existing sewer capacity entitlement.
 - a. When a parcel undergoes redevelopment or capacity modifications, the connection fees due will be calculated pursuant to Exhibit A, less a credit equal to the connection fee paid for the parcel(s) at the time of original connection or the District fee in effect five (5) years prior to the current fee, whichever is greater.
 - b. No adjustment of monetary value due to inflation shall be made to the original connection fees.
 - c. No refund will be applied for any case in which the original connection fee exceeds the current fee, as calculated by the District.

Section 7.4 Sewer Upsizing Fees. These fees are charged to recover costs of premature upsizing of existing downstream sewer lines to accommodate additional flows from new connections, which collectively will overload the system. This fee is a per dwelling unit or equivalent dwelling unit (EDU) charge based on collection system flow modeling and/or flow capacity studies, in possession of the District. The per unit charge is calculated by the District by dividing the cost of improvements by the estimated number of future units to be connected to and benefit from said improvements.

Section 7.5 Mapping and CCTV Fees. These fees are imposed to cover the cost of updating the District's sewer base map(s) to include the new development's sanitary sewer systems, and the cost of televising by District crews of the development newly installed sanitary sewer lines.

Section 7.6 Easement, Fee Title, and Quitclaim Review Fees. These fees are imposed to cover the costs of reviewing easement and fee title documents before acceptance by the District and reviewing quitclaim documents before execution by the District.

Section 7.7 Document Reproduction Fees. These fees are imposed to cover the time and expense for reproduction of various District documents.

Section 7.8 Sewer Service Charges. These fees are imposed to cover the costs of supplying continuous sewer service to each parcel connected to the District's collection system. These charges are established by Board ordinance and are shown in the current District Ordinance No. 37, Exhibit A. The cost of these fees is not prorated. After the first fiscal year, residential sewer service charges are collected for the District by the Alameda County Assessor on the County tax rolls. Nonresidential sewer service charges are collected by the East Bay Municipal Utility District based on water service billings for parcels connected to the District's collection system.

Section 7.9 Plan Check Deposits. Plan check deposits are developer deposits estimated and approved by the District that cover the costs of reviewing sewer improvement plans submitted by residential and nonresidential developers.

Section 7.10 Inspection Deposits. Inspection deposits are developer deposits set by Board action, at the time of improvement plan and specification approval, for the inspection and processing of subdivision (parcel maps and tracts) projects containing public sewers; or for nonsubdivision-related public sewer relocations or extensions of more than five hundred (500) linear feet.

Section 7.11 Annexation. Annexation fees are charged on a per parcel basis or gross acre basis at rates established by the Board, which may be modified from time to time. Annexation deposits are developer deposits estimated and approved by the District that cover the costs of processing an annexation application, including: administrative functions, map checks, legal fees, Local Agency Formation Commission and State Board of Equalization application fees, and other expenses. Annexation deposits are estimated on a case-by-case basis since applications of this type vary widely in extent and complexity.

Section 7.12 Miscellaneous Development Deposits. Miscellaneous development deposits are developer deposits the District may require to cover the costs of District review of a concept or proposal to determine if a project is feasible in relation to the available sewer facilities and District Standards. Miscellaneous development deposits are estimated on a case-by-case basis because of the variables of different projects.

Section 7.13 Developer Deposit Account Balances Less Than \$500.00. If charges against a developer deposit account reduce the balance to less than \$500.00, the District will estimate the amount of an additional deposit necessary, if any, for the District to complete its work on the project. Until the additional deposit is made, the District will stop work on the project.

Section 7.14 Developer Deposit Account Closing Balances. If, after District work on a project is complete, a developer deposit account balance is positive, the District will refund the remaining deposit; if the balance is negative, the District will invoice the depositor for the negative balance amount. The District has available the same remedies for recovering past due developer deposit account balances as it has for recovering delinquent sewer service charges under the enforcement authority of the District.

Section 7.15 Bonds and Warranties. The District Engineer may require residential and nonresidential developers to post bonds or other forms of security to assure completion of public sewer facility

improvements and to guarantee against defects in those improvements for a specified period of time after Board acceptance.

ARTICLE VIII

ENFORCEMENT

Section 8.1 Violation Unlawful. After the effective date of this Ordinance, it is unlawful for the sewage discharge of any building within the District to be disposed of in any ways other than those provided by this Ordinance.

Section 8.2 Punishments, Multiple Violations. Under Section 6523 of the Health and Safety Code of the State of California, violations of an ordinance, rule, regulation, or standard of a sanitary district are misdemeanors and each offense is punishable by fine, imprisonment, or both. Each Ordinance violation is a separate offense, as is each day that violation continues.

Section 8.3 Liability for Violation. Any person violating District Ordinances, rules, regulations, or standards becomes liable to the District for any costs incurred by the District because of those violations. Any person violating District requirements adopted or ordered according to Section 54739 of the California Government Code may be civilly liable to the District for each day each violation occurs.

Section 8.4 Public Nuisance. The District declares that the continued occupancy of any residential building, or the continued operation of any nonresidential facility, while that building or facility is in violation of this or any other District Ordinance, is a public nuisance. When any building is in violation of this or any other District Ordinance, the District may bring proceedings for abatement of occupancy during the period of the violation.

Section 8.5 Means of Enforcement Only. The District declares that the following provisions are established only as a means of enforcing the terms and conditions of District Ordinances, rules, and regulations, and not as penalties.

Section 8.6 Notification and Correction of Violations. Any person violating this or any other District Ordinance will be served by an authorized District representative, with written notification describing the violation and providing a reasonable time limit for its correction. The time limit set for correcting violations will be not more than seven working days. Offenders shall cease permanently all violations within the time limit specified in the written notice. Offenders shall be held strictly responsible for violations resulting from their own actions as well as from the actions of their employees or agents. Upon written notification of violation, the person in charge of the area or activity in violation is to act for its correction.

Section 8.7 District Correction of Violations. To ensure prompt enforcement, the District may use its own resources to correct violations of this Ordinance. To recover the costs of correcting violations, the District may add those costs to the sewer service charge payable by the offender or tenant or owner of the parcel in violation. The District has the same remedies available for the collection of violation correction costs as it has for the collection of delinquent sewer service charges. Additionally, the District may petition the Alameda County Superior Court for the issuance of a preliminary or permanent

injunction, or both, as appropriate, restraining any person from continued violation of this Ordinance.

Section 8.8 Disconnection of Sewer Service. As an alternative method of enforcing this or any other District Ordinance, the General Manager has the authority to disconnect from the District's collection system any parcels in violation of District Ordinances.

Section 8.9 Occupancy While Disconnected. The occupancy of any building disconnected from the collection system for violation of District Ordinances is a public nuisance and will cause the District to bring proceedings for abatement of occupancy during the period of disconnection.

Section 8.10 Reconnection. Before a parcel disconnected from the District's collection system for violation of District Ordinances may be reconnected, all violations must be corrected and the person responsible for the disconnected parcel shall deposit with the District the cost, as estimated by the District, of disconnection from and reconnection to the collection system, and pay the District reasonable attorney's fees and cost of suit if legal action was necessary to abate occupancy.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Protection From Damage. It is unlawful for any person maliciously, willfully, or negligently to break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment that is a part of the District's sewage facilities. Any person violating this provision is subject to the penalties provided by law.

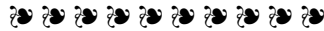
Section 9.2 Separability. If any section, subsection, sentence, clause, or phrase of this Ordinance or the application of it to any person or circumstances is for any reason held to be unconstitutional or invalid, such decision will not affect the application of such provision to other persons or circumstances. The Board declares that it would have passed this Ordinance irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases might be declared unconstitutional.

Section 9.3 Repeal of Existing and Inconsistent District Ordinances. Ordinance No. 35-16, and all other Ordinances and parts of Ordinances inconsistent with this Ordinance, are hereby repealed. Provided that, if any portion of this Ordinance, including Exhibit "A" as amended and attached hereto, is deemed invalid for any reason by a court of competent jurisdiction, the amendments made by this Ordinance and Exhibit "A" shall be rendered void and cause the amended portions to remain in full force and effect for all purposes.

ARTICLE X

EFFECTIVE DATE

Section 10.1 Upon adoption, this Ordinance will be entered in the minutes of this Board, will be posted in three (3) public places within the District, and will be published once in *The Daily Review*, a newspaper of general circulation within the District; and posting and publication will be completed not later than one week from the effective date. This Ordinance will be effective July 1, 2026 after adoption and posting.



I certify that the foregoing is a full, true, and correct copy of an Ordinance passed and adopted by the Sanitary Board of Oro Loma Sanitary District, Alameda County, California, at a meeting held on the 26th day of May, 2026, by the following vote of the Board members:

A YES, Members:

NOES, Members:

ABSENT, Members:

COUNTERSIGNED:

Reviewed by Reviewed by the Construction Committee on April 22, 2026

<p>Exhibit A</p> <p>SCHEDULE OF FEES AND DEPOSITS</p>

I. PERMIT FEES

A. Permit Issuance Fee	\$30.00
B. Building Sewer Backwater Prevention Systems Installation to existing sanitary sewer lateral	No Fee

II. INSPECTION FEES

A. Existing Sewers

Building sewer repairs/minor alterations	\$250.00
Building sewer complete replacement	\$250.00
Building sewer relocations, per relocation	\$250.00
Disconnects and caps	\$250.00
Installation of building sewer Backwater Prevention Systems	No Fee
CCTV Inspection	\$1,000.00
Lateral Inspection Certificate Fee (Initial)	\$450.00
Lateral Re-inspection Fee	\$20.00

B. New Construction

Single family residences, per unit	\$250.00
Multiple family residences, per unit	\$250.00
Non-residential, per unit	\$250.00
Mainline extension, per lineal foot	\$ 2.00 or \$400.00 min.
Mobile Home parks/trailer courts, per unit	\$250.00
CCTV Inspection	\$1,000.00

III. CONNECTION FEES AND CHARGES

A. Residential Connection

Single-family residences, per unit	\$6,919.00
Multiple family residences, per unit;	
Mobile home parks, per lot;	
Trailer courts, per space.	

B. Nonresidential Connection

Flow, per gal./day	\$29.70
Biochemical Oxygen Demand, per lb./day	\$1,420.38
Suspended Solids, per lb./day	\$1,377.34

A non-residential connection fee cannot be less than the single-family residence connection fee.

<p>Exhibit A</p> <p>SCHEDULE OF FEES AND DEPOSITS</p>

IV. SPECIAL FEES AND CHARGES

A. Sanitary Sewer Upsizing, “per unit” (one EDU)	Set by District Engineer’s Estimate
B. Annexation Fee, per unit/parcel	\$1,500.00
C. Reproduction (See Note) <u>Note:</u> Refer to District Standard Procedure I.A.11, Inspection of Public Records and Duplication Charge Policy	
D. Mapping and CCTV (Subdivision with Public Sewer)	\$1,000.00

V. DEVELOPER DEPOSIT

A. Annexation Deposit	Set by District
B. Inspection, subdivision with public sewers	Set by Board, generally 10% of engineer's estimate of sanitary sewer improvement cost.
C. Upsizing Fees (Not “per unit”)	Set by District
D. <u>Plan Check</u>	
Subdivision with public sewers	Set by District, generally
Subdivision with public sewers and lift station	5% of engineer's estimate of
Subdivision without public sewers with 4 or more units (3 units or less included, whichever is greater. in permit and inspection fee)	sanitary sewer improvement cost, or \$500.00, whichever is greater.
Miscellaneous Development	Set by District
Document Review	\$300.00 + \$1,000.00 deposit
Easement, Fee Title, Quitclaim	for attorney’s fee and other

Exhibit A
SCHEDULE OF FEES AND DEPOSITS

VI. CREDITS AND REFUNDS

- A. Residential Connection See Section 7.3a
- B. Nonresidential Connection See Section 7.3a

C. Developer Deposit Refunds

If, in its sole discretion, the District determines that a refund is due to a developer, the District will take the following steps:

1. Establish the amount to be refunded.
2. Mail a check to the developer at his/her last known mailing address.
3. If said check is returned to the District or is not cashed within six months from the date of issuance, the District will deposit said funds into its construction fund.

VII. INTEREST

It is the District's policy not to pay any interest of any kind on fees, charges, deposits, refunds or credit claims, or any other fees or charges collected by the District.



Oro Loma Sanitary District

Vacancy, Recruitment, and Retention Data for the
Current Fiscal Year as of April 30, 2026

Vacancies

Budgeted Full-Time Positions	48
Vacancies	7
Vacancy Rate per Bargaining Unit	Employee Association – 33.3% Maintenance Bargaining Unit – 0% Collections Bargaining Unit – 14.3% Stationary Engineers Local 39 – 7.7% Unrepresented – 14.3%
Vacancies Filled	7
Days to Fill	Longest – 126 days Shortest – 84 days Average – 106 days
Reasons for Vacancies	1. Retirements – 2 2. New positions – 3 3. Death – 1 4. Resignation – 1
Retention Rate	85.4%

**MINUTES
BOARD MEETING
ORO LOMA SANITARY DISTRICT**

TUESDAY, MAY 12, 2026

5:00 PM

**BOARDROOM, 2655 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

President Young called the meeting to order at 5:00 p.m.

2. ROLL CALL: DIRECTORS DEAN, DUNCAN, LEE, SIMON, YOUNG

PRESENT: Shelia Young, President
Benny Lee, Vice-President
Rita Duncan, Secretary
Mimi Dean, Director (Via teleconference)
Fred Simon, Director

STAFF: Jimmy Dang, General Manager
Chathu Abeyrathna, District Engineer
Zaneta Luna, Administrative Services Manager
Pearl Gonzalez, Acting Finance Manager
Joe Carlini, Operations Manager
Alex Mog, District Counsel

PUBLIC: Matt Turner, Turner Communications
Austris Rungis, IEDA
Randy Waage, Lisa Lam, Tuan Ng, Keith Barrows,
Michael Freed, Pat Piras, Tyler Dragoni

3. PLEDGE OF ALLEGIANCE

President Young led the assembly in the pledge of allegiance.

4. GENERAL PUBLIC

Randy Waage thanked the District for their contribution to the SLVHA Senior Coffee event on April 30, 2026.

5. PUBLIC HEARING

5.1. *Public Hearing – Transition to District-Based Elections; Presentation on Overview and Assessment of Districting Maps Published on or Before May 1, 2026*

The Board conducted a public hearing to:

1. Receive a presentation from Turner Communications Group regarding districting;
2. Receive community input. Public comments were made by the following individuals regarding proposed district maps, communities of interest, and district boundaries:

- Lisa Lam, on behalf of Robert Bulatao, regarding the use of Interstate 880 as a dividing line between east and west areas and the importance of meaningful representation;
 - Randy Waage, in support of Map 70/76, expressing trust in the process and noting that Ashland should remain distinct and not be grouped with San Lorenzo;
 - Tuan Ng, regarding the differing interests and concerns of neighborhoods, the historical significance of Washington Manor as a census-designated place, and support for Interstate 880 as a natural dividing line;
 - Keith Barrows, regarding Interstate 880 as a dividing boundary, separation of San Lorenzo Village by the creek, and support for Map 70/76 over Map 56;
 - Tyler Dragoni, regarding the legal definition of communities of interest, cultural understandings of community boundaries, and appreciation for the complexity of the districting process;
 - Michael Freed, regarding the importance of preserving communities, concerns with unnatural boundary lines, and the principle that all residents are equally served by the District regardless of map selection;
3. Provide direction to staff and the demographer to move forward with finalizing adoption of Map 70/76; and
 4. Determine the sequencing of district elections. Chair Lee stated a preference for an odd/even district election sequence similar to the City of San Leandro, noting that the current Board members up for election aligned with that approach.

Director Lee moved to establish the election sequencing so that Districts 1, 3, and 5 would be up for election in 2026, with Districts 2 and 4 to follow in 2028. Director Simon seconded the motion.

The motion carried 5-0.
Carried

6. **CONSENT CALENDAR**

6.1. ***Minutes, Board Meeting, April 28, 2026***

6.2. ***Approval of Consent Calendar***

Moved by Director Fred Simon, seconded by Director Benny Lee. Approve the consent calendar. Unanimous vote.

Carried unanimously

7. **NEW BUSINESS**

7.1. ***Accept Project as Complete and Authorization for the General Manager to Direct the Filing of a Notice of Completion: EBMUD Well Demolition Phase 1***

Moved by Director Fred Simon, seconded by Director Benny Lee. Accept project as complete and authorize the General Manager to direct filing of a notice of completion: EBMUD Well Demolition Phase 1.

Unanimous.

Carried unanimously

7.2. *Authorization to Call for Bids: Treatment Unit Grating Replacement Project, Phase 2*

Moved by Director Fred Simon, seconded by Director Benny Lee. Approve authorization to call for bids: Treatment Unit Grating Replacement Project Phase 2. Unanimous.

Carried unanimously

8. BOARD DISCUSSION

8.1. *Discussion on District 115th Anniversary on August 7, 2026*

At Director Duncan's request, the Board discussed potential ways to recognize Oro Loma's upcoming 115th anniversary, including modest recognition with a commemorative cake and incorporating the anniversary into the upcoming ACSDA Sunset Tour hosted by Oro Loma. The Board also discussed highlighting District milestones, achievements, and years of service to the community.

9. POLICY REVIEW

9.1. *Review of Draft Payroll Procedures Policy*

Moved by Director Benny Lee, seconded by Director Fred Simon. Review potential amendments and approve the draft Payroll Policy. Unanimous.

Carried unanimously

9.2. *Review of Draft Purchasing Procedures for Goods and Services Policy*

Moved by Director Benny Lee, seconded by Director Fred Simon. The Board reviewed the draft Purchasing Procedures for Goods and Services Policy and discussed potential amendments to Item 5 on page 91 regarding purchase approvals. Director Duncan suggested that approvals be made by the manager of each respective department and, in the manager's absence, by the General Manager. Chair Lee stated that the policy should allow for acting or delegated authority and that General Manager approval would not always be necessary. General Manager Dang clarified that purchase approvals are limited to managers and not staff. President Young requested clearer language regarding approval authority, and Director Simon stated that managers should only approve purchases within their own departments.

Carried unanimously

10. STAFF/DIRECTOR COMMENTS

10.1. *Comments from Staff and the Board of Directors*

General Manager Dang reminded the Board of the upcoming joint meeting with CVSan scheduled for the following Tuesday at 6:00 p.m. in the OMC Building. He stated that the meeting would include discussion on the planning-level master study, scope definition between both Boards, the 10-Year CIP and R&R programs, the cloth filter project for CVSan, and ongoing joint agency efforts.

Operations Manager Carlini thanked the Board for recognizing staff and stated that staff also appreciate the Board's support.

Director Dean had no comments.

Director Simon thanked staff and requested future Board discussion regarding water recycling and purveyor rights. He stated that additional information would be prepared by Alex in a future memorandum for Board consideration regarding whether the District should pursue its own rights. Directors Dean, Simon, and Duncan expressed support for the discussion. Director Simon also requested future discussion regarding the creation of an Oro Loma arts endowment to support projects such as HeART for the Bay, murals, wraps, and related public art initiatives. Directors Dean and Simon expressed support for the concept. Director Duncan stated that additional public education regarding ratepayer responsibilities and proper waste sorting should remain a priority, but indicated support for the concept.

Director Duncan welcomed Acting Finance Manager Gonzalez to the meeting, and commented positively on the districting discussion and unanimous map selection.

Chair Lee thanked staff and requested additional tracking of Board-directed action items, including whether items are ongoing or completed and the associated staff time impacts. Discussion was held regarding transparency, workload impacts on staff, and the feasibility of estimating staff hours associated with Board-directed projects and initiatives. President Young suggested implementing tracking moving forward rather than retroactively. Director Dean expressed uncertainty regarding how the reporting would improve transparency.

President Young acknowledged the recent AI transcript of the April 28 Board meeting and stated that the concept should be discontinued. President Young also reminded the Board of the upcoming ACSDA meeting hosted by CVSan and StopWaste, encouraged Board members interested in Board officer positions to self-nominate during the upcoming election process, and requested that information regarding the Rowell Ranch Mixer and Round Up be forwarded to all Board members. President Young also thanked Acting Finance Manager Gonzalez for her participation.

11. CLOSED SESSION

The Board adjourned to closed session at 7:12 p.m.

11.1. *Conference With Labor Negotiator*

Pursuant to Government Code Section 54957.6

Employees: Collections Bargaining Unit

Labor Negotiator: General Manager & General Counsel

11.2. *Real Property Negotiations*

Pursuant to Government Code Section 54956.8

Property: 2572-2578 Grant Avenue, San Lorenzo, CA 94580

Negotiator: General Manager

Property Owner: ZETWIN LLC & HUNT GARY D TR ETAL

Under Negotiation: Price and Terms

12. RECONVENE TO OPEN SESSION & NEW BUSINESS CONTINUED

The Board reconvened to open session at 7:51 p.m. District Counsel Mog stated that no reportable action was taken in closed session.

12.1. *Resolution Approving the Purchase of 2541 Grant Avenue for a Total Amount Not to Exceed \$1,100,000*

Adopt a resolution approving the purchase of 2541 Grant Avenue for a total amount not to exceed \$1,100,000.

Carried

13. ADJOURNMENT

There being no further business to come before the Board, President Young adjourned the meeting at 8:05 p.m.

**MINUTES
BOARD WORKSHOP MEETING
ORO LOMA SANITARY DISTRICT**

TUESDAY, MAY 19, 2026

6:00 PM

**OMC TRAINING ROOM, 2600 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

President Young called the meeting to order at 6:00 p.m.

2. ROLL CALL

Present were Oro Loma Directors Dean, Duncan, Lee, Simon, Young and CVSan Directors Akagi, (Dooman) Woerz, Johnson, McGowan, and Sadoff. Staff present were OLSD General Manager Dang, CVSan General Manager Williams, District Engineer Abeyrathna, and District Secretary Schofield.

3. GENERAL PUBLIC

There were no members of the public present, and therefore no comments.

4. OLSD/CVSan JOINT PRESENTATION & DISCUSSION

4.1. OLSD/CVSan 2026 Joint Meeting Presentation & Discussion

OLSD General Manager Dang and CVSan General Manager Williams presented an update on the 10-Year Capital Improvement Program and Renewal and Replacement Projects, including an update on the Cloth Filter Project. Staff also provided an overview of ongoing joint agency coordination efforts, including development of the treatment plant planning-level master study. The Boards discussed the proposed scope of work for the study and provided direction regarding preparation of the Request for Proposals (RFP).

Secretary Duncan inquired how the District tracks electricity usage and costs associated with the electric vehicle charging stations. General Manager Dang responded that usage is currently not being measured. Secretary Duncan asked whether there was capability to measure the usage, which General Manager Dang confirmed. Secretary Duncan further inquired whether, if the District were to eventually allow staff to use the charging stations, there would be a capability to charge employees for the electricity usage rather than having the District absorb the cost. General Manager Williams shared that CVSan has six charging stations available and entered into an agreement with ChargePoint because two stations are open to the public. He stated that there have been approximately 125 unique users and that CVSan has established a fee structure and an employee policy regarding use of the chargers.

Director Dooman-Woerz inquired how many electric vehicles are currently in Oro Loma's fleet. General Manager Dang responded that the District currently has two electric vehicles and is in the process of purchasing a third.

President Young inquired whether CVSan allows public use of its charging stations

and whether CVSan generates revenue from the program. General Manager Williams confirmed that the stations are open to the public and that CVSan receives a profit margin above the ChargePoint fees.

During discussion of the Electrical Master Study, Secretary Pro-Tem Sadoff inquired whether the District would ultimately have two motor control centers (MCCs), one for electrical distribution and one for plant operations. General Manager Dang clarified that MCCs are essentially large-scale breaker boxes used for electrical distribution. He explained that the switchgear handles incoming and outgoing electrical feeds, whereas MCCs primarily distribute power outward. He further noted that programmable logic controllers (PLCs), which control signals and operations, are not part of the study.

Secretary Duncan inquired about the function of the switchgear and how it relates to the overall electrical system. General Manager Dang explained that the switchgear integrates all energy sources, including PG&E, cogeneration units, the solar array, Tesla batteries, and backup generators. He stated that the purpose is to ensure that if one energy source fails, it does not disable the entire system. Secretary Duncan confirmed that the study recommends decoupling systems and asked about the added value of the switchgear. General Manager Dang explained that the switchgear would still be necessary because the District plans to transition to a 12-kilovolt system, which would provide substantially greater electrical capacity.

Vice President Lee confirmed that the District is currently at capacity and inquired how the proposed improvements would affect future electrical capacity. General Manager Dang responded that transitioning to a 12-kilovolt system would provide effectively unlimited electrical capacity and allow for expansion of MCCs and additional infrastructure. He noted that the District is currently limited by a single electrical feed and has reached capacity according to the study.

Secretary Akagi added that the District's current PG&E connection is limited because it is connected on the restricted side of the transformer, whereas the proposed upgrade would place the District on the higher-capacity side of the transformer and significantly increase available power.

Director Simon inquired about the age of the existing electrical equipment. General Manager Dang responded that much of the equipment dates back to 1972. Director Simon noted that replacement is necessary due to the age of the infrastructure.

Secretary Akagi referenced the New Year's Eve storm event of 2022–2023 and recalled flooding within the treatment plant. He inquired about the elevation of the existing switchgear and whether the new switchgear would be elevated to account for future flooding concerns. General Manager Dang responded that the Sea Level Rise Study recommendations would be incorporated into planning and design considerations, including elevation requirements of approximately 14 feet.

Secretary Duncan inquired about the design consultant for the Digester Rehabilitation Project. General Manager Dang responded that Carollo Engineers prepared the design. Secretary Duncan asked whether long-term future conditions were considered in the design, which General Manager Dang confirmed. He further explained that demolition of the original digesters is necessary because the existing structures are not compliant with current seismic standards.

Director Simon requested clarification regarding gas storage for the digesters. General Manager Dang explained that the existing system stores gas within the digester tanks, whereas the new system would use membrane gas holders located at ground level.

Secretary Akagi inquired about sizing for Digesters 6, 7, and 8 and referenced previous discussions about maintaining flexibility by having multiple digesters available. He asked whether the remaining digesters would provide sufficient capacity if one unit were out of service. General Manager Dang confirmed that the remaining digesters would provide adequate capacity to continue producing Class A biosolids.

During discussion of the Primary Clarifier Rehabilitation Project, General Manager Williams inquired about the duration each clarifier would remain out of service. General Manager Dang responded that each clarifier has been out of service for approximately four weeks and noted that work is nearly complete.

During discussion of the Treatment Unit Grating Replacement Phase II Project, Secretary Duncan inquired about the budget for Phase I. General Manager Dang responded that the Phase I budget was similar to Phase II, approximately \$200,000 to \$300,000.

During discussion of the Influent Pump Replacement Project, Secretary Duncan inquired whether the area experienced flooding and whether there were plans to elevate infrastructure. General Manager Dang stated that the area did not flood but confirmed that flood protection measures would be evaluated as part of the engineering design process.

President Johnson inquired whether the replacement pumps would improve energy efficiency and reduce electricity usage. General Manager Dang responded that the new pumps would be significantly more efficient and noted that upgraded controls and electrical equipment would also be recommended.

Secretary Akagi noted that the motor shown in the presentation image appeared elevated, which General Manager Dang confirmed.

During discussion of the Digester 6 and 7 Rehabilitation Project, Secretary Duncan confirmed that a specialized industrial coating would be used for recoating the digesters. General Manager Dang confirmed that industrial-grade coatings would be utilized.

Secretary Akagi confirmed that the digester tanks are concrete structures with protective coatings and inquired whether there is a liner inside the tanks. General Manager Dang responded that there is no liner, but explained that the coating thickness effectively functions as one. Secretary Akagi noted that coating systems are only as effective as the surface preparation process. General Manager Dang agreed and stated that strict testing and inspection procedures are required during surface preparation.

Secretary Duncan inquired about the estimated cost of the electrical switchgear upgrade and whether tariff-related impacts were included in the estimate. General Manager Dang responded that tariffs were not included in the estimate. Vice President Lee added comments regarding tariff rebates.

During discussion of the Cogeneration System Upgrade, Secretary Pro-Tem Sadoff inquired whether fuel cells are considered microturbines. General Manager Dang responded that they are not, but noted that other technologies do utilize microturbine systems. Secretary Pro-Tem Sadoff commented that microturbines have historically been ineffective because of gas quality concerns.

During discussion of the Digester Gas System Flares, Secretary Duncan inquired about the age of the infrastructure. General Manager Dang responded that the flare systems were rehabilitated approximately 10 years ago, although he was unsure of the original installation date. Secretary Duncan further inquired whether the flares would become obsolete once new gas storage membranes are installed. General Manager Dang responded that the need for flaring would be reduced, but the membrane systems would still require maintenance.

Secretary Pro-Tem Sadoff inquired whether the flares are seismically safe. General Manager Dang responded that the flares are approximately 8 to 10 feet tall and are considered seismically safe.

The Boards took a five-minute recess at 7:00 p.m.

During discussion of the Cloth Filter Project, Vice President Lee confirmed that poor effluent discharge could result in penalties not only from East Bay Dischargers Authority but also from other environmental regulatory agencies.

Secretary Akagi inquired whether the total suspended solids standard is measured instantaneously. General Manager Dang responded that the standard is based on weekly or monthly averages.

Secretary Duncan inquired about the inherent limitations of the local outfall and recalled that previous discussions regarding regaining the local outfall were intended to reduce dependence on EBDA. She requested clarification regarding how the District would ensure continued compliance. General Manager Dang explained that the local outfall was originally intended for dry-weather discharge in the event the agencies did not renew the JPA with EBDA. He further explained that because the agencies remain part of EBDA, the local outfall would instead be

used under wet-weather conditions and elevated flows.

Secretary Akagi noted that under the permit, the agencies may divert flows to the nearshore outfall. General Manager Dang confirmed that flows above 30 million gallons per day may be directed to the local outfall when the equalization basin is full.

Director Dooman-Woerz inquired about the potential financial impact associated with EBDA penalties. General Manager Williams explained that the charges are based on gallonage and that the JPA agreement allows one exceedance above 30 million gallons per day within a rolling 12-month cycle before additional per-gallon charges are assessed. He noted that such exceedances typically occur during wet weather events.

Secretary Duncan inquired whether storm event charts for the current year were available and whether they are used as a management training tool. General Manager Dang confirmed that the charts are available and stated that the Operations Manager uses them to train operators regarding flow diversion decisions during storm events.

Secretary Akagi inquired at what flow rate solids begin washing out of the clarifiers. General Manager Dang responded that washout conditions begin around 50 million gallons per day, although solids loss may begin earlier in the aeration basins. Secretary Akagi questioned why the equalization basin would not be prepared in advance of major storms. Discussion followed regarding operational decisions and balancing regulatory risks and penalties.

Secretary Akagi stated that the proposed filters would accommodate flows up to 60 million gallons per day beyond the 30 million gallon threshold and inquired whether the filters would be located after the primary or secondary clarifiers. General Manager Dang responded that the filters would be physically located after the secondary clarifiers but treat primary effluent during a wet weather situation to preserve solids in the aeration basins.

Secretary Akagi inquired about the soluble biochemical oxygen demand in the secondary influent. General Manager Dang stated that staff would provide follow-up information.

Secretary Duncan inquired what operational benefit the project would ultimately provide. General Manager Dang responded that the project would allow the agencies to utilize the local outfall during major storm events exceeding 30 million gallons per day.

Director Dean inquired how many major storm events had occurred over the last 10 years and questioned whether the project would be cost effective. General Manager Dang responded that the project is not intended to provide a direct financial payback, but rather environmental benefits, and noted that the project is also a prerequisite for recycled water production during dry weather operations.

President Young inquired when the local outfall project was completed. General Manager Dang responded that it was completed around 2019–2020. President Young noted that several major storm events have occurred since then.

Vice President Lee inquired whether the frequency and intensity of major storms has increased in recent decades. General Manager Dang responded that storm frequency and intensity have increased, particularly over the last 10 years.

Secretary Duncan inquired when the project is proposed to move forward. General Manager Dang responded that the proposal remains under review pending receipt of updated cost estimates.

General Manager Williams inquired whether grant funding opportunities may be available for the project because it is tied to future recycled water production.

Secretary Akagi confirmed that the cloth filter project is a prerequisite for recycled water implementation, which General Manager Dang confirmed and stated recycled water would need to meet Title 22 requirements.

President Pro-Tem McGowan stated that, from his perspective, the cloth filter project may not compete favorably against simply paying EBDA penalties during violations and questioned whether the project is necessary given the number of capital projects anticipated over the next 10 years.

General Manager Dang stated that the project is not intended to provide a financial payback, but rather to support environmental stewardship. He added that he would not direct staff to knowingly send low-quality effluent to the Bay.

President Johnson inquired how much additional work remains before the project can be finalized. General Manager Dang stated that the project has been discussed with the Regional Water Quality Control Board and that regulators are supportive of the proposal. He added that the design memorandum is expected to be completed within the next two months.

Secretary Duncan asked whether the Oro Loma Board had previously approved moving forward with the project. General Manager Dang confirmed that the Board had authorized staff to continue exploring the project. Secretary Duncan then asked Director Simon whether he remembered approving the item, which Director Simon confirmed he did recall.

Secretary Akagi inquired whether any bench-scale studies have been conducted to determine whether the cloth filters would reduce chlorination demands. He also stated that he agreed with President Pro-Tem McGowan's comments that it may be more financially prudent to absorb occasional EBDA penalties rather than spend approximately \$10 million on cloth filters.

General Manager Williams requested that the Boards discuss Oro Loma's proposed \$200,000 cap for the treatment plant planning-level master study, noting

that the CVSan Board believed the cap was too restrictive and preferred focusing instead on the desired scope of work.

Secretary Duncan inquired how staff could conclude that the \$200,000 cap was insufficient before finalizing the scope of work. General Manager Williams responded that additional effort may be required to validate prior consultant work and conduct updated assessments and studies.

Secretary Duncan asked whether CVSan would be willing to contribute more than the traditional 75/25 cost share if the scope were expanded.

General Manager Williams stated that he agreed with the goal of remaining below \$200,000, but recommended removing the cap from the agreement and focusing instead on defining the appropriate scope of work.

Director Simon noted that the anticipated budget figure would likely be included in the RFP and expressed concern that consultant proposals may come in at inflated costs.

Secretary Akagi noted that certain technical memoranda, particularly those related to the Cloth Filter Project, may now be outdated and require updating if the agencies move forward with the project.

Secretary Duncan and Director Simon stated that they were not seeking a consultant to reinvent prior work, but rather to consolidate and build upon the District's existing technical memoranda and studies.

General Manager Williams pointed out that the Nearshore Outfall Project was previously presented to CVSan with the understanding that the local outfall would be operational immediately, which he stated is no longer accurate.

Secretary Duncan stated that the Oro Loma Board is not fully aligned with CVSan regarding the need for a comprehensive master study and proposed that CVSan contribute a greater share of costs if the scope is significantly expanded.

Secretary Pro-Tem Sadoff stated that the technical memoranda should serve as the foundation for the study and that the consultant should build upon existing work rather than recreate it. He added that revisions may still be needed due to regulatory and technological changes and suggested that examples from other agencies' master plans could also be utilized.

President Johnson stated that a consultant could first review and refine the existing technical memoranda and then provide recommendations regarding the scope for the remainder of the master study.

Secretary Duncan reiterated that both Boards need to come to agreement regarding the appropriate scope of work and again expressed her opinion that

CVSan should contribute a greater share of costs if a larger scope is pursued.

President Johnson commented that the study is ultimately a joint effort that would benefit both agencies.

Director Simon inquired whether the technical memoranda could be included in the RFP process so that consultants could review the materials independently prior to preparing proposals. General Manager Dang confirmed that the memoranda would be included.

General Manager Williams stated that while competitive pricing is important, his priority is retaining a qualified and experienced consultant for the work.

President Young inquired about alternative terminology that could be used in place of “master plan,” including phrases such as “planning-level master study.” President Young also commented that many new technologies have emerged in recent years and asked how the agencies would account for future technological changes and long-term growth needs over the next 15 years.

Vice President Lee stated that while he was not aware of all prior discussions and commitments, he believed there was a legitimate need for the planning effort. Secretary Duncan reiterated her preference that project costs remain tied directly to the specific scope of work being proposed.

General Manager Williams reiterated that the agencies’ immediate goal is to finalize and approve the digester cost-sharing agreement.

Secretary Akagi noted that including a strict not-to-exceed amount in the agreement could unnecessarily limit the scope of work that consultants are able to perform.

General Manager Dang requested direction from the Boards regarding removal of the \$200,000 cap language from the cost-sharing agreement and proposed revising the agreement language to focus on completion of the desired scope of work, while allowing both Boards the opportunity to review consultant pricing and approve costs once proposals are received.

The Boards provided direction to staff to remove the \$200,000 cap language from the agreement and return revised language to both Boards for consideration and approval.

5. STAFF/DIRECTOR COMMENTS

District Secretary Schofield commended the CVSan Collections staff for their friendliness and professionalism.

Director Dean shared that the City of San Leandro will be hosting a Shoreline Adaptation Planning Meeting at the Marina Community Center the following evening and encouraged

those interested to attend.

Member (Dooman) Woerz expressed appreciation to staff for hosting CVSan and shared that she values the annual gathering and enjoys the opportunity to see everyone.

President Pro-Tem McGowan shared that his daughter, Amy McGowan, recently graduated from college and will be joining Kennedy/Jenks Consultants in the water and wastewater field.

Vice President Lee expressed appreciation for the joint meeting and the opportunity to interact outside of ACSDA meetings and conferences, noting that he always finds value in those interactions.

President Johnson stated that the meeting had been enjoyable.

President Young shared that she attended an Eco Hero assembly at Del Rey Elementary School the previous week and described it as terrific. She also expressed gratitude for the evening and suggested meeting again after proposals are received.

Secretary Pro-Tem Sadoff expressed appreciation for the opportunity to meet and check in with one another, especially during a time with significant capital improvement projects ahead. He thanked staff and shared that CVSan will host a grand open house for its new facilities on May 30, 2026, and invited those in attendance to join.

Secretary Duncan stated that she always enjoys "sparring" with CVSan and hearing different perspectives. She also shared that she recently traveled to Austin where her daughter received a doctorate in education policy. Secretary Duncan added that she hopes everyone plans to attend the CASA Conference in Napa, where she will become President of CASA, and stated that she hopes to represent the agencies well.

Secretary Akagi shared that it was good to meet with Oro Loma and noted that the agencies do not meet together as often as they probably should. He added that more frequent interaction would be beneficial.

Director Simon thanked staff for a great job and expressed appreciation for the dinner. He shared that he enjoyed the free-flowing dialogue among the Boards and the opportunity to interact together as a combined Board.

6. **ADJOURNMENT**
8:38

**MINUTES
SOLID WASTE COMMITTEE MEETING
ORO LOMA SANITARY DISTRICT**

MONDAY, MAY 11, 2026

9:30 AM

**BOARDROOM, 2655 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

Director Young called the meeting to order at 9:30 am.

2. ROLL CALL: CHAIR DUNCAN AND DIRECTOR YOUNG

Chair Duncan and Director Young were present, as were General Manager Dang and Administrative Services Manager Luna.

3. PUBLIC COMMENTS

There were no comments from the public.

4. REVIEW STATUS OF STRATEGIC GOALS

Administrative Services Manager Luna informed the Committee that, based on the Board's direction at the last meeting, the goal legend was revised. As a result, most goals are now marked "yellow" to indicate they are in progress toward completion.

The Committee accepted the report.

4.1. [SW Strategic Goals Report May 2026](#)

5. SOLID WASTE BUDGET

Administrative Services Manager Luna informed the Committee that the primary expenditures include contractual services with WMAC for additional carts, outreach invoices related to the EcoHero assemblies, printing on brown bags, and outreach materials such as mini trash-can pen holders. She added that the expenditure on the recognition program was associated with the driver award program. She also said the salary expenditure amount was incorrect and that the Finance Department had since made an adjustment after determining that the funds had been misallocated.

Chair Duncan asked whether the reimbursement funds from the cart swap project had been received and where the funds had been deposited. Administrative Services Manager Luna stated that she would confirm the information and provide an update to the Committee.

The Committee accepted the report.

5.1. [Solid Waste Budget April 2026](#)

6. REPORT ON FINDINGS FROM THE RESIDENTIAL RECYCLE AND ORGANICS CONTAMINATION AUDIT

Administrative Services Manager Luna presented highlights of the report to the Committee, including the study's purpose, methodology, and key findings.

Chair Duncan asked which areas were covered by the routes. Administrative Services Manager Luna stated that she would confirm the information and report back to the Committee. She also suggested providing a presentation to the Board regarding the findings and recommendations. Director Young agreed with the suggestion and asked about the cost of the audit and whether another audit would be conducted in the future. Administrative Services Manager Luna stated that the audit cost approximately \$40,000 and that no additional audits are planned because Oro Loma utilizes the SmartTruck program in place of conducting audits.

Director Young commented that, since grocery stores are prohibited from providing plastic bags, she hoped the change would help reduce contamination.

Chair Duncan asked about the comparison agencies included in the report and why several were located outside the area. Administrative Services Manager Luna stated that she would look into the matter and provide additional information to the Committee.

The Committee accepted the report and requested that a presentation be provided to the Board.

6.1. [Oro Loma Residential Recycling and Organics Route Study 2025](#)

7. **CONTAINER MONITORING PROGRAM REPORT**

Administrative Services Manager Luna presented the report to the Committee, noting that the residential and commercial reports showed a decrease in notices compared to the previous year. She stated that residential notices remained relatively consistent compared to the prior month, while commercial notices increased slightly. She also informed the Committee that staff collaborated with StopWaste to conduct outreach to 20 commercial customers. That outreach effort has been completed, and staff plans to evaluate the results in approximately three months to determine whether there were any significant impacts on those customers.

Chair Duncan asked whether the recommendation to include the percentage reduction in contamination had been discussed with WMAC in relation to the SmartTruck agreement. General Manager Dang informed the Committee that staff would be meeting with WMAC later that day to discuss the matter.

Director Young asked whether customers receiving nine or more notices were paying their bills. Administrative Services Manager Luna stated that all commercial accounts are reviewed for payment during the monthly WMAC meetings and that, as of the previous week, all customers had paid their balances.

The Committee accepted the report.

7.1. [Residential Container Monitoring Program Report March 2026](#)
[Commercial Container Program Report March 2026](#)

8. **PAST DUE 2025 WM INVOICES**

Staff provided an update on the residential delinquent solid waste charges. Administrative

Services Manager Luna informed the Committee that 1,922 customers are subject to charges, totaling approximately \$985,518.

The Committee recommended that the Board set a public hearing on May 26, 2026, for July 14, 2026, to place the past-due WM invoices from 2025 onto the property tax roll, as authorized under the solid waste collection services agreement.

9. PUBLIC EDUCATION AND COMMUNICATION

Administrative Services Manager Luna informed the Committee that, during April, WM Recycling Education Representative Paredes-Miramontes contacted 32 customers, conducted 18 container assessments, provided one training session, and assisted two customers with StopWaste waiver applications.

The Committee accepted the report.

9.1. [WM Monthly Outreach Report April 2026](#)

10. COMMUNITY ENGAGEMENT

Administrative Services Manager Luna informed the Committee of the four upcoming events listed below and stated that additional events would be added as dates are finalized. She also asked whether the Committee would prefer to defer this item to the Personnel/Safety/Public Information Committee, since the events are not exclusively focused on solid waste. The Committee agreed to keep the item on the current Committee's agenda.

Chair Duncan asked what costs were included for the Bay Area Landlord Conference. Administrative Services Manager Luna stated that the costs included giveaways, registration fees, and staff time. Chair Duncan then inquired about the duration of the event, noting that the total cost appeared low. General Manager Dang stated that there was a discrepancy in the reported cost and that it would be corrected. Chair Duncan also asked what the giveaways were at that conference. Administrative Services Manager Luna stated she would find out and share the information with the Committee.

Director Young commented that these costs were considerably lower than those associated with events such as the Cherry Festival.

Upcoming Events:

- Public Tour: May 13, 2026
- Property Managers Training: May 19, 2026
- Downtown Hayward Street Party: July 16, 2026
- Public Tour: August 12, 2026

Attended Events:

- Bay Area Landlord Conference: 80 touchpoints; cost - \$5,063.
- Scouting America: 33 touchpoints; cost - \$4,347
- San Lorenzo Village Homes Association Coffee Club: 100 touchpoints - \$2,338

Additional events will be added once dates are confirmed.

The Committee accepted the report.

11. STAFF AND DIRECTOR COMMENTS

General Manager Dang informed the Committee that CalRecycle had sent a letter regarding Oro Loma's compliance evaluation for SB 1383 implementation. Chair Duncan stated that she believes the District will perform well. She also thanked Director Young for chairing the meeting.

12. ADJOURNMENT

There being no further business to come before the Committee, Chair Duncan adjourned the meeting at 10:16 am.



ORO LOMA SANITARY DISTRICT SOLID WASTE STRATEGIC GOALS REPORT

10-Year Goal 2024-2034	Progress on 10-Year Goal	Intermediate 2024-2026 Goal	Status of Intermediate Goals
Continue to meet requirements of County and State solid waste requirements, including SB 1383. (2021)	Ongoing	Continue outreach and education to all customers and monitor compliance with all aspects of the law.	Ongoing - Compliance for OLSD: <ul style="list-style-type: none"> Local ordinance requiring compliance. All containers comply with proper signage and color requirements. Outreach and education are conducted at least annually. Make services available to all customers. Container monitoring program – exceeds the requirement. Food recovery programs in place.
Reduce residential recycling contamination by 35% by 2025. (2019-50% by 2024; 2021-35% by 2025)	In-progress	Implement Smart Truck Technology to monitor contamination. Track progress through KPIs and provide additional education to customers as needed.	2020: Recycle & Organics Contamination Audit done. Revealed the recycle stream is about 1/3 contaminated. This will be used as the baseline for future comparison. 2023: Implemented container monitoring program. 2024: New KPIs approved for FY 2024-25 at June SWC. 2025: Oct. 27 - Nov. 7, an audit was conducted for the Recycle & Organics Contamination. 2026: The contamination audit was completed in November. The results were reviewed by the Solid Waste Committee in May.
Maintain 100% participation in organics & recycling in schools. (2019)	Ongoing	Continue outreach and education to schools.	All of San Lorenzo Unified and the San Leandro Unified schools that are in the District, all have recycling and organics collection services. They also receive program and services support year round. By October 8, 2025, all schools completed their binventory, all students watched the sorting video, and all schools had containers for all three streams. Sent a reminder to all schools about recycling requirements on 01/13/2026.
Increase the call-to-action messaging for the public, with emphasis on its role in protecting the environment. (2021)	Ongoing	Implement the direction established in the Communications Plan.	2024 call-to-action: download Recycle Coach to help sort discarded materials correctly. Promote the District's Litter Pickup Program-included in all District Newsletters. 2025: Call-to-action: download RecycleCoach. 2026: Call-to-action:" From Pan to Can."
Maintain a Communications Plan for District outreach efforts. Update the plan every five years. (2019).	Ongoing	Update existing plan in FY 2025/26. Review plan with Board at least every two years.	2024: Monthly "Trash Talk" webinars via Zoom. Webinar covers solid waste mandates, sorting properly, and the container monitoring program. 2025: Communications Plan was updated and approved in June. 2026: New Communications Plan implementation ongoing.
Cooperate with the County in its efforts to address illegal dumping and litter in the District. Take a meaningful step beyond current efforts to beautify the community. (2019)	Ongoing. The County's Mobile Citizen link is posted on the District's website: https://oroloma.org/illegal-dumping-who-to-call/	Continue outreach on bulky waste pick-ups and evaluate multi-family bulky waste collection.	2024-2026: Residential recycle calendar includes information about bulky collection. Multi-families have the option to pay for bulky collection service. Mattress dropoff at WM Davis Street Tranfer Station available at no charge.

Note: The Solid Waste Strategic Goals are based on the District's 10-year Strategic Vision and Goals. Next 10-year update is scheduled for April 2027.

Legend:
Met goal
In progress
Will not meet the goal

Oro Loma Sanitary District

REVENUES & EXPENSES WITH ENCUMBRANCES

Fund 85 - Solid Waste & Recycling {FYTD}

		Year to Date 04/30/2026	Encumb 04/30/2026	Budget	Variance	% of Budget
REVENUES						
85-0-3241	WM CONTRACT FEES: L1	\$1,866,871.15	\$0.00	\$1,386,180.00	\$480,691.15	134.68%
85-0-3242	WM CONTRACT FEES: L2	\$149,567.74	\$0.00	\$181,800.00	(\$32,232.26)	82.27%
85-0-3243	WM CONTRACT FEES: L3	\$1,075,671.86	\$0.00	\$704,620.00	\$371,051.86	152.66%
85-0-3247	MEASURE D: LANDFILL FEES	\$265,418.64	\$0.00	\$370,000.00	(\$104,581.36)	71.73%
85-0-3277	RECOVERY 10%-UNCOLL ACCTS WMAC	\$66,285.89	\$0.00	\$40,000.00	\$26,285.89	165.71%
85-0-3278	DISTRICT SB 1383 FEE	\$1,514,311.00	\$0.00	\$1,622,900.00	(\$108,589.00)	93.31%
85-0-3290	OTHER MISCELLANEOUS REVENUES	\$34,332.40	\$0.00	\$5,000.00	\$29,332.40	686.65%
85-0-3950	GRANT REVENUES	\$3,315.49	\$0.00	\$0.00	\$3,315.49	0.00%
TOTAL REVENUES		\$4,975,774.17	\$0.00	\$4,310,500.00	\$665,274.17	115.43%
EXPENSES						
85-7-4010	SALARIES	\$433,643.85	\$0.00	\$453,200.00	\$19,556.15	95.68%
85-7-4011	OVERTIME	\$2,794.70	\$0.00	\$1,000.00	(\$1,794.70)	279.47%
85-7-4015	DIRECTORS' FEES	\$5,925.40	\$0.00	\$9,100.00	\$3,174.60	65.11%
85-7-4090	OFFICE & MEETING EXPENSES	\$97.04	\$0.00	\$5,000.00	\$4,902.96	1.94%
85-7-4099	OVERHEAD	\$368,703.99	\$0.00	\$509,600.00	\$140,896.01	72.35%
85-7-4104	SAFETY SUPPLIES	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
85-7-4110	CONTRACTUAL SERVICES	\$1,260.45	\$0.00	\$31,500.00	\$30,239.55	4.00%
85-7-4114	CONTRACTUAL SERV-WMAC	\$140,073.49	\$0.00	\$180,000.00	\$39,926.51	77.82%
85-7-4120	PROFESSIONAL SERVICES	\$40,372.62	\$19,126.27	\$82,000.00	\$22,501.11	72.56%
85-7-4130	MEMBERSHIPS & PUBLICATIONS	\$219.80	\$0.00	\$10,000.00	\$9,780.20	2.20%
85-7-4131	NEWSLETTER & PUBLIC OUTREACH	\$55,187.67	\$32,082.29	\$300,000.00	\$212,730.04	29.09%
85-7-4132	1383 PROGRAM AND SERVICES	\$142,156.20	\$0.00	\$270,000.00	\$127,843.80	52.65%
85-7-4150	REPAIRS & MAINTENANCE	\$0.00	\$0.00	\$500.00	\$500.00	0.00%
85-7-4180	RECOGNITION PROGRAM	\$14,250.00	\$0.00	\$25,000.00	\$10,750.00	57.00%
85-7-4190	UTILITIES	\$1,028.30	\$0.00	\$2,200.00	\$1,171.70	46.74%
85-7-4200	WMAC REIMBURSABLE EXPENSES	(\$250.00)	\$0.00	\$0.00	\$250.00	0.00%
85-7-4210	WRITE-OFF OF UNCOLL ACCTS	\$0.00	\$0.00	\$5,000.00	\$5,000.00	0.00%
85-7-4211	SAN LEANDRO MEASURE D EXPENSES	\$0.00	\$0.00	\$46,000.00	\$46,000.00	0.00%
85-7-4690	DEPRECIATION EXPENSE	\$322,905.51	\$0.00	\$430,600.00	\$107,694.49	74.99%
85-7-4900	CONTINGENCY RESERVE	\$0.00	\$0.00	\$40,000.00	\$40,000.00	0.00%
85-7-4950	GRANT EXPENSES	\$41,935.72	\$0.00	\$0.00	(\$41,935.72)	0.00%
TOTAL EXPENSES		\$1,570,304.74	\$51,208.56	\$2,401,200.00	\$779,686.70	67.53%
REVENUES OVER (UNDER) EXPENSES		\$3,405,469.43	\$51,208.56	\$1,909,300.00	\$1,444,960.87	175.68%

ORO LOMA SANITARY DISTRICT

Residential Recycling and
Organics Route Audit

FINAL

May 2026



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Introduction and Background

The Oro Loma Sanitary District (OLSD) commissioned Cascadia Consulting Group, Inc. (Cascadia) to conduct an audit of residential recycling and organics routes over the course of two weeks. This study took place October 28–November 7, 2025, at the Davis Street Transfer Station (Davis Street) in San Leandro, California.

The data collected during this audit will be used to establish a contamination baseline that will help OLSD staff better understand the composition of each stream and guide further development of programs aimed at reducing contamination. The data will also be useful as justification for potential fee structure changes to incentivize proper residential waste sorting.

This report summarizes the study methodology and presents the findings of the Oro Loma residential recycling and organics route audit. Appendices follow the main body of the report, which include the study design, material definitions, field forms, and composition calculations.

SUMMARY OF METHODOLOGY

Collect Samples

Over the course of two weeks, Cascadia captured samples from Oro Loma’s five residential recycling and six residential organics routes. Residential routes include both single-family and multi-family dwellings. The project team collected and sorted samples at the Davis Street Transfer Station in San Leandro, CA using an “on-off” schedule. During an “off” day, OLSD staff oversaw the collection of three organics and three recycling samples by Waste Management (WM) staff. During an “on” day, Cascadia staff helped monitor the collection of three organics and three recycling samples, subsequently sorting those six samples in addition to the six samples collected on the previous “off” day.

Cascadia worked with WM staff prior to field work to notify drivers of selected routes, distribute brightly colored Sample Placards (see **Appendix C: Field Forms**) to the drivers, and instruct drivers to place the placards on the dashboard of their trucks during the study week. Designated WM staff intercepted vehicles upon arrival at Davis Street, instructed drivers to dump loads into the tipping area, and identified a sample from a pre-selected random cell (noted on the Sample Placard). WM extracted the samples and weighed each sample in a tared 1-cubic yard bin to ensure organics samples weighed roughly 200 pounds and recycling samples weighed roughly 125 pounds.

Sort Samples

WM staff transported the samples with the Sample Placard securely attached to the outside of the bin to the sorting area and dumped samples onto the sorting table. Cascadia photographed, sorted, and weighed 12 samples per day on average into 33 material types (see **Appendix B: Material Definitions**), recording all data in Cascadia’s proprietary cloud-based data collection platform, OSCAR.

Analyze Data

Cascadia calculated composition estimates using the method detailed in **Appendix D: Composition Calculations** and obtained annual residential recycling and organics tonnages from WM to project annual tonnages based on the data collected. See the **Important Considerations** section for the data limitations of this study.

OVERVIEW OF FINDINGS

Key findings from the study are listed below. For clarity, **material classes** are in bold, and *material types* are italicized.

Organics

- ▶ Oro Loma’s residential organics stream contains approximately 16 percent contamination by weight.
- ▶ The most prevalent **Contaminants** in the organics stream are *rock, soil, sod, and fines* and *food – packaged*. In 2020, the most prevalent materials were *treated/painted/stained wood* and *rock, soil, sod, and fines* (see Table 8 for 2020 organics composition data).
- ▶ Some lightweight contaminants are not prevalent by weight but occur frequently. While this study did not count or measure the volume of contaminants, the following items appeared frequently in a qualitative review of sample photos: thin film plastic bags, plastic water bottles, food in non-compostable packaging (such as bag liners, mesh produce bags, and thin film packaging), and coated paper products (such as paper plates and cartons from dairy/juice products).
- ▶ The majority of **Compostable** material is *yard debris* (72.4%), followed by *untreated wood/lumber* (6.7%), and *food – unpackaged* (3.3%). In the 2020 audit, these materials were also most prevalent, however, *untreated wood/lumber* was less prevalent than *food – unpackaged* (see Table 8 for 2020 organics composition data).

Recycling

- ▶ Oro Loma’s residential recycling stream is estimated to contain approximately 26 percent contamination by weight.
- ▶ *Miscellaneous & residuals* (e.g., shattered glass pieces, composite materials including pens, markers, and scissors, compact discs and VHS tapes, disposable gloves and face masks) and *non-acceptable plastics* remain from 2020 as two of the most prevalent **Contaminants** in the recycling stream (see Table 9 for 2020 recycling composition data).
- ▶ The most prevalent **Recyclable** material is *cardboard* (27.0%), followed by *paper* (23.4%) and *empty single-use glass* (12.5%). These were also the three most prevalent materials in the 2020 audit, however, *paper* and *cardboard* were first and second, respectively (see Table 9 for 2020 recycling composition data).

IMPORTANT CONSIDERATIONS

Please note the following considerations for this study.

- ▶ This audit captured a snapshot in time of OLSD’s organics composition; however, yard waste generation fluctuates considerably throughout the year. We recommend that audits be performed over multiple seasons to provide an annual average composition.
- ▶ Organic material is roughly two to three times as heavy as the same volume of recycling material. The contamination rate of the organics stream should therefore be considered in relation to overall tonnage of that stream, and not in relation to the overall recycling stream tonnage.
- ▶ The most prevalent contaminant by weight found in the recycling stream is *miscellaneous & residuals*, which are largely comprised of shattered glass. However, the largest contaminant by volume is *non-acceptable plastics*—an important consideration for outreach planning.
- ▶ To help understand how Oro Loma’s contamination rates compare to other municipalities, below are a few cities that have conducted similar audits:

- City of Seattle (mixed multi- and single-family residential audit).
 - Contamination rate of 1.9% in the organics stream
 - Contamination rate of 13.5% in the recycling stream
- South San Francisco Bay Jurisdiction of comparable size (mixed multi- and single-family residential audit)
 - Contamination rate of 5.1% in the organics stream
 - Contamination rate of 31.2% in the recycling stream
- Large Bay Area jurisdiction
 - Contamination rate of 22.6% in the organics stream
- Western Washington Jurisdiction of comparable size (mixed multi- and single-family residential audit)
 - Contamination rate of 28.6% in the recycling stream

With these considerations in mind, Oro Loma Sanitary District could complete a second season of data collection in the spring or summer of 2026 for more representative results.

Results

INTERPRETING THE RESULTS

This section presents characterization results by weight for Oro Loma’s residential recycling and organics stream as follows:

- ▶ A bar graph presents an overview of the material composition by material class.
- ▶ A detailed table lists the full composition and quantity results for 33 material types.
- ▶ A table presents the top ten most prevalent **Contaminants**.

Please refer to **Appendix B: Material Definitions** for detailed descriptions and definitions of each material type.

Percent Composition and Error

Cascadia conducted statistical analyses on the data from the sorting process to provide two pieces of information for each material type:

- ▶ The estimated percent composition by weight.
- ▶ The error range for the composition estimates at the 90 percent confidence level.

The example in Table 1 below illustrates how the results can be interpreted. The best estimate of the amount of *yard debris* present in the organics waste stream is 72.4 percent. The 4.4 percent figure reflects the precision of the estimate. When calculations are performed at the 90 percent confidence level, we are 90 percent certain that the true mean for *yard debris* is between 72.4 percent plus 4.4 percent and 72.4 percent minus 4.4 percent. In other words, we are 90 percent certain that the true mean lies between 76.8 percent and 68.0 percent.

Material Designations

For clarity, material classes, including **Recyclables**, **Compostable** material, and **Contaminants** are bolded and capitalized while material types such as *food waste - unpackaged* and *empty single-use glass* are italicized.

Table 1. Example Percent Composition and Error Range

Material	Est. %	+ / -
<i>yard debris</i>	72.4%	4.4%

Rounding

When interpreting the results presented in the tables and figures in this report, it is important to consider the effect of rounding. To keep the waste composition tables and figures readable, estimated tonnages are rounded to the nearest ton, and estimated percentages are rounded to the nearest tenth of a percent. Due to rounding, the tonnages or percentages presented in the report, when added together, may not exactly match the subtotals and totals shown. Percentages less than 0.05 percent are shown as 0.0 percent even though there may be weight associated with the material.

COMPOSITION RESULTS

Organics

Figure 1 presents the proportion of the OLSD residential organics stream that is **Compostable** (materials which are accepted in customer organics carts), and **Contaminants**. As shown, **Compostable** materials make up 84 percent of the overall stream composition, and **Contaminants** make up 16 percent. In the 2020 audit, **Compostable** materials made up 92 percent, and **Contaminants** made up 8 percent. The proportion of Contaminants in the organics stream has doubled since 2020 (see Table 8 for 2020 organics composition data).

Figure 1. Organics Stream Composition by Material Class

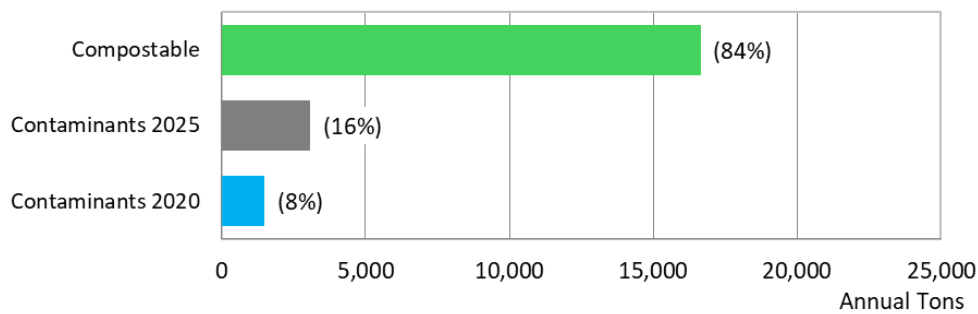


Table 2 illustrates the composition of each material class by material type. The majority of **Compostable** material (84.3% and 16,646 tons) is *yard debris* (72.4% and 14,284 tons), while *untreated wood/lumber* (6.7% and 1,331 tons) and *food - unpackaged* (3.3% and 659 tons) are prevalent as well.

Table 2. Organics Stream Composition by Material Type

Material	Est. %	+ / -	Est. Tons
Compostable	84.3%	4.5%	16,646
Shredded paper	0.0%	0.0%	-
Non-coated paper products for food or drink	1.4%	0.4%	268
Paper	0.5%	0.1%	103
Yard debris	72.4%	4.4%	14,284
Untreated wood/lumber	6.7%	1.9%	1,331
Food - unpackaged	3.3%	1.0%	659
Contaminants	15.7%	4.5%	3,091
Food - packaged	4.2%	1.2%	834
Cardboard	0.8%	0.3%	166
Empty Plastics - bottles, jugs, tubs	0.1%	0.1%	27
Empty single - use glass	0.0%	0.0%	7
Empty metal - cans, bottles	0.0%	0.0%	4
Not empty recyclables - paper	0.0%	0.0%	-
Not empty recyclables - plastic	0.0%	0.0%	1
Not empty recyclables - metal	0.0%	0.0%	4
Not empty recyclables - glass	0.0%	0.0%	-
Coated/waxed paper products and Tetrapacks	0.2%	0.1%	36
Non-acceptable plastics	0.7%	0.2%	133
Polystyrene	0.0%	0.0%	3
Bio-plastics	0.0%	0.0%	0
Food wrappers and mylar	0.0%	0.0%	5
Non-acceptable metals	0.0%	0.0%	5
Glassware	0.0%	0.0%	2
Textiles & tangles	0.1%	0.1%	29
Animal waste, diapers	0.3%	0.2%	65
Bulky items	0.0%	0.0%	-
C&D materials	0.2%	0.3%	31
Treated/painted/stained wood	2.6%	0.7%	517
Carpet	0.0%	0.0%	-
Rock, soil, sod and fines	4.8%	4.2%	950
E-Waste	0.0%	0.0%	0
Hazardous materials	0.0%	0.0%	1
Miscellaneous & residuals	1.4%	0.6%	272
Totals	100.0%		19,737
Sample Count			30

Confidence intervals calculated at the 90% confidence level.

Percentages for material types may not total 100% due to rounding.

Recoverability Key

 CLEAN RECYCLABLES	 NOT EMPTY RECYCLABLES	 COMPOSTABLE	 PACKAGED COMPOSTABLE	 NOT ACCEPTED MATERIALS
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Over half of all **Contaminants** (15.7% and 3,091 tons) found in the organics stream stems from *rock, soil, sod* (4.8% and 950 tons) as well as *food – packaged* (4.2% and 834 tons). Table 3 shows the top contaminants which make up 15.4 percent of the organic stream (see Figure 2 for example photos). Weight-based measurements do not tell the whole story on contaminants because a qualitative review of photos shows that some contaminant items not on the top list appear frequently (e.g. film is light and food in non-compostable packaging is heavy); however, field staff did not count or measure contaminants by volume.

Table 3. Top Contaminants in Organics Stream

Material	Est. %	Est. Tons
Rock, soil, sod and fines	4.8%	950
Food - packaged	4.2%	834
Treated/painted/stained wood	2.6%	517
Miscellaneous & residuals	1.4%	272
Cardboard	0.8%	166
Non-acceptable plastics	0.7%	133
Animal waste, diapers	0.3%	65
Coated/waxed paper products and Tetrapacks	0.2%	36
C&D materials	0.2%	31
Textiles & tangles	0.1%	29
Total for Top Materials	15.4%	3,033
All Other Contaminants	0.3%	58
Total Contaminants	15.7%	3,091

Figure 2. Example Photos of Top Contaminants in Organics Stream



Food – packaged, bags were removed and counted



Treated/painted/stained wood



Palm fronds (considered miscellaneous)



Plastic bags and bio-bags used as liners

Cascadia staff de-bagged and sorted any material in clear, colored, or compostable plastic bags. The bags containing material were counted separately from any loose plastic bags or film found in the organics stream. Overall, 32 plastic bags containing materials were found in the 30 organics stream samples.

The study did not investigate residents’ motives for putting materials in their organics carts, however, the top three **Contaminants** (rock, soil, sod, and fines; food – packaged; and treated/painted/stained wood) are all items that a resident might believe to be compostable (dirt, food, and wood, respectively).

Recycling

Figure 3 presents the proportion of the OLSD residential recycling stream that are **Recyclables** (materials which are accepted in customer recycling carts) and **Contaminants**. As shown, **Recyclables** make up 74 percent of the overall stream composition, while **Contaminants** make up the remaining 26 percent. In the 2020 audit, **Contaminants** were 36 percent of the recycling stream. **Contaminants** have decreased by approximately 10 percentage points since 2020 (see Table 9 for 2020 recycling composition data).

Figure 3. Composition of Recycling Stream by Material Class

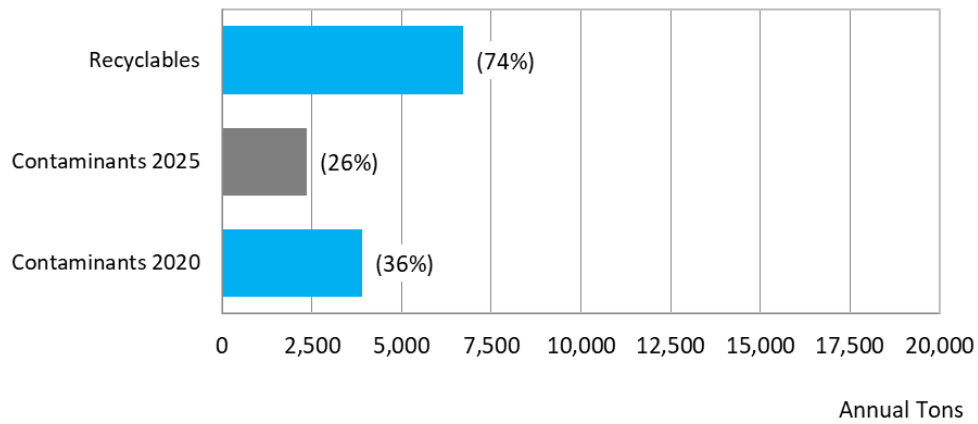


Table 4 illustrates the composition of each material class by material type. **Recyclables** (74.1% and 6,725 tons) consist largely of *cardboard* (27.0% and 2,451 tons), *paper* (23.4% and 2,128 tons), and *empty single-use glass* (12.5% and 1,137 tons).






Table 4. Recycling Stream Composition by Material Type

Material	Est. %	+ / -	Est. Tons
Recyclables	74.1%	4.0%	6,725
Cardboard	27.0%	3.0%	2,451
Paper	23.4%	2.7%	2,128
Empty Plastics - bottles, jugs, tubs	7.8%	1.9%	708
Empty single - use glass	12.5%	2.6%	1,137
Empty metal - cans, bottles	3.3%	0.5%	301
Contaminants	25.9%	4.0%	2,353
Not empty recyclables - paper	0.0%	0.0%	1
Not empty recyclables - plastic	0.1%	0.0%	7
Not empty recyclables - metal	0.0%	0.0%	1
Not empty recyclables - glass	0.3%	0.4%	25
Shredded paper	0.1%	0.1%	6
Non-coated paper products for food or drink	1.7%	0.5%	152
Yard debris	0.0%	0.0%	-
Untreated wood/lumber	0.0%	0.1%	4
Food - unpackaged	0.6%	0.4%	53
Food - packaged	1.4%	0.4%	126
Coated/waxed paper products and Tetrapacks	0.6%	0.1%	57
Non-acceptable plastics	6.3%	0.8%	570
Polystyrene	0.3%	0.1%	24
Bio-plastics	0.0%	0.0%	0
Food wrappers and mylar	0.0%	0.0%	4
Non-acceptable metals	2.4%	1.0%	220
Glassware	0.2%	0.2%	22
Textiles & tangles	1.8%	0.7%	162
Animal waste, diapers	1.0%	0.7%	87
Bulky items	0.0%	0.0%	-
C&D materials	0.4%	0.6%	33
Treated/painted/stained wood	0.3%	0.3%	31
Carpet	0.0%	0.0%	-
Rock, soil, sod and fines	0.1%	0.1%	10
E-Waste	1.0%	0.4%	93
Hazardous materials	0.1%	0.2%	12
Miscellaneous & residuals	7.2%	2.2%	652
Totals	100.0%		9,078
Sample Count			30

Confidence intervals calculated at the 90% confidence level.

Percentages for material types may not total 100% due to rounding.

Recoverability Key

 CLEAN RECYCLABLES	 NOT EMPTY RECYCLABLES	 COMPOSTABLE	 PACKAGED COMPOSTABLE	 NOT ACCEPTED MATERIALS
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The largest portion by weight of **Contaminants** (25.9% and 2,353 tons) is *miscellaneous & residuals* (7.2% and 652 tons) and *non-acceptable plastics* (6.3% and 570 tons). The top **Contaminants** illustrated in Table 5 comprise 23.9 percent of the overall recycling stream (see Figure 4 for example photos).

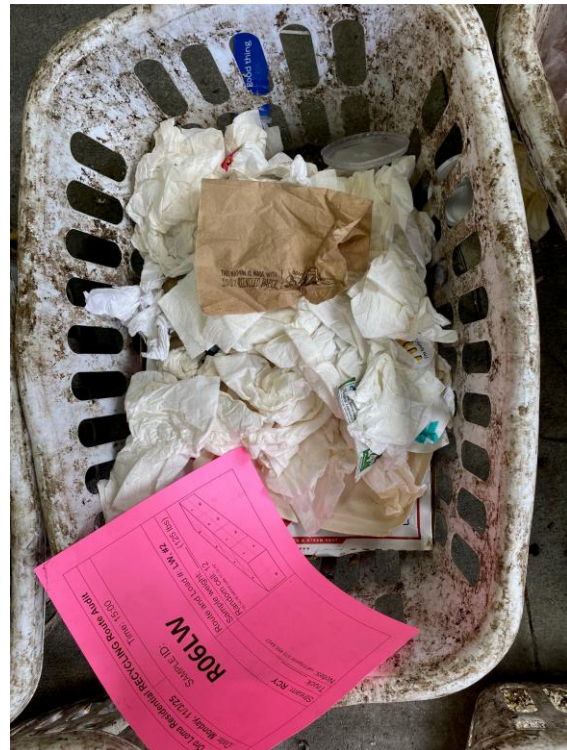
Table 5. Top Contaminants in Recycling Stream

Material	Est. %	Est. Tons
Miscellaneous & residuals	7.2%	652
Non-acceptable plastics	6.3%	570
Non-acceptable metals	2.4%	220
Textiles & tanglers	1.8%	162
Non-coated paper products for food or drink	1.7%	152
Food - packaged	1.4%	126
E-Waste	1.0%	93
Animal waste, diapers	1.0%	87
Coated/waxed paper products and Tetrapacks	0.6%	57
Food - unpackaged	0.6%	53
Total for Top Materials	23.9%	2,172
All Other Contaminants	2.0%	181
Total Contaminants	25.9%	2,353

Figure 4. Example Photos of Top Contaminants in Recycling Stream



Non-acceptable plastics



Non-coated paper products for food or drink



Non-acceptable metals

Cascadia staff de-bagged and sorted any material in clear, colored, or compostable plastic bags. The bags containing material were counted separately from any loose plastic bags or film found in recycling. Overall, 85 plastic bags containing materials were present in the 30 recycling stream samples.

Appendix A: Study Design

This appendix presents the study design drafted prior to beginning field work.

OVERVIEW AND OBJECTIVES

The Oro Loma Sanitary District (OLSD) commissioned Cascadia Consulting Group, Inc. (Cascadia) to conduct an audit of residential recycling and organics routes over the course of two weeks. The data collected during this audit will be used to establish a contamination baseline that will help OLSD staff better understand the composition of each stream and guide further development of programs aimed at reducing contamination. The data will also be useful as justification for potential fee structure changes to incentivize proper residential waste sorting.

This study design includes protocols for ensuring a representative and unbiased approach to sample collection. This document also describes the sampling methodologies and how the data will be analyzed. The study design is organized into the following sections:

- ▶ Overview and Objectives
- ▶ Sampling Universe
- ▶ Selecting Samples
- ▶ Site Logistics and Hauler Coordination
- ▶ Collecting Samples
- ▶ Sorting Samples
- ▶ Data Entry and Analysis

In addition, this document also includes the following appendices: Example Placard, Material Definitions, and Description of Calculations and Statistical Protocol.

SAMPLE UNIVERSE

The first step in planning a waste characterization study is to identify and define the waste stream, the “universe” of waste to be studied. Each stream is determined by the generation, collection, or composition characteristics that make it a unique portion of the total waste stream. The sampling universe for this study includes five residential recycling routes and six residential organics routes.

SELECTING SAMPLES

Samples will be collected from residential recycling and organics routes using an “on-off” schedule. During an “off” day only sample collection will occur (we assume this will be completed by OLSD staff). During an “on” day Cascadia staff will sort the samples collected on the prior “off” day and collect and sort new samples. The actual daily sample counts may vary. For the residential recycling routes, Cascadia will capture 3 randomly selected samples per route each week for a total of 30 recycling samples. Cascadia will randomly select which 5 of the 6 organics routes to sample each week and will capture 3 samples per selected route for a total of 30 organics samples. Target sample weight will be 200-pounds for organics samples and 125-pounds for recycling samples. Illustrated in Table 6, this plan maximizes the diversity of samples that are collected while also being efficient with the Cascadia waste sort team’s time.

Table 6. Sample Plan

Day	Work	Team	# Samples Collected		# Samples Sorted	
			Recycling	Organics	Recycling	Organics
Monday Week 1	Collect Samples	OLSD w/ training from Cascadia	3	3	0	0
Tuesday Week 1	Collect and sort samples	Cascadia	3	3	6	6
Wednesday Week 1	Collect Samples	OLSD	3	3	0	0
Thursday Week 1	Collect and sort samples	Cascadia	3	3	6	6
Friday Week 1	Collect Samples	OLSD	3	3	0	0
Monday Week 2	Collect and sort samples	Cascadia	3	3	6	6
Tuesday Week 2	Collect Samples	OLSD	3	3	0	0
Wednesday Week 2	Collect and sort samples	Cascadia	3	3	6	6
Thursday Week 2	Collect Samples	OLSD	3	3	0	0
Friday Week 2	Collect and sort samples	Cascadia	3	3	6	6
Totals:					30	30

SITE LOGISTICS AND HAULER COORDINATION

Cascadia will coordinate with all involved parties, including the OLSD and WM/Davis Street staff to ensure smooth execution of the study. Cascadia and OLSD will work with Davis Street staff to understand where the recycling and organics samples arrive at Davis Street and how the Davis Street staff will capture and deliver samples for Cascadia to sort. On the “off” days, OLSD will need two staff, one where the organics trucks arrive and one where the recycling trucks arrive to look out for the trucks and ensure that the Davis Street staff correctly capture samples. On the “on” days Cascadia will need four staff to sort the waste and one staff to direct samples to the sorting location. As needed, one of the Cascadia sampling staff can fill in and assist with directing samples.

Prior to the study week, Cascadia will provide Sample Placards to WM staff to ensure vehicles are easily identifiable as they enter the facility on the day of sample collection.

COLLECTING SAMPLES

Cascadia proposes the following sample plan which takes place over 2 weeks. Cascadia will be on-site with OLSD the first day ensuring the sample collection goes smoothly and will train the OLSD staff to collect

samples on the “off” days. Cascadia proposes that OLSD has two team members at Davis Street to work with on-site staff to capture samples on the “off” days and then they store the samples to be sorted the following day. The next day (an “on” day), Cascadia will be on-site at Davis Street working with Davis Street to capture samples. Cascadia will sort all the samples from the previous day and the ones that arrive that day. The sample collection and sorting schedule is below (see Table 7).

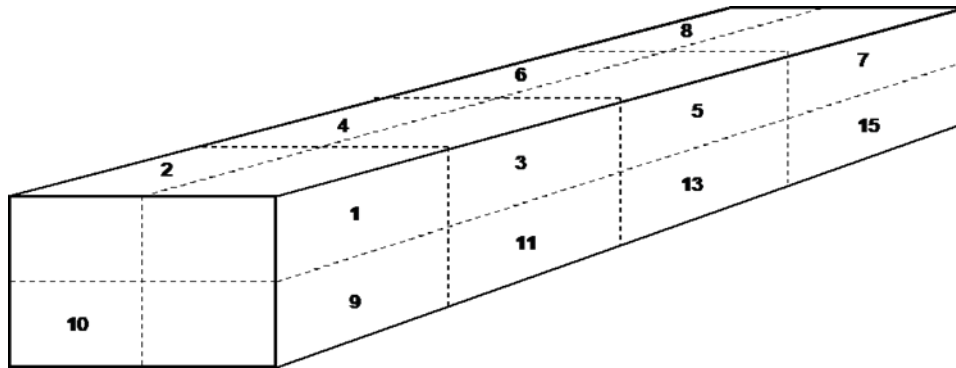
Table 7. Sample Selection and Sort Schedule

Week 1 (Even)						
		Mon 10/27	Tues 10/28	Wed 10/29	Thurs 10/30	Fri 10/31
Recycling	Sample #1	LW, 11:30am	LV, 9:45am	LW, 12:00pm	LY, 11:30am	LV, 8:30am
	Sample #2	LZ, 1:00pm	LY, 12:00pm	LV, 9:00am	LZ, 5:00pm	LW, 3:00pm
	Sample #3	LX, 4:30pm	LZ, 4:20pm	LY, 4:30pm	LX, 4:30pm	LX, 4:30pm
Organics	Sample #1	L1, 2:30pm	L3, 12:00pm	L3, 10:30am	L3, 11:30am	L6, 2:30pm
	Sample #2	L6, 3:15pm	L6, 10:00am	L5, 5:00pm	L2, 12:15pm	L1, 11:00am
	Sample #3	L2, 11:30am	L4, 11:45am	L4, 10:45am	L4, 11:00am	L4, 11:30am
Total collected		6	6	6	6	6
Total sorted			12		12	

Week 2 (Odd)						
		Mon 11/3	Tues 11/4	Wed 11/5	Thurs 11/6	Fri 11/7
Recycling	Sample #1	LW, 3:00pm	LY, 12:00pm	LY, 5:00pm	LW, 3:30pm	LV, 9:00am
	Sample #2	LV, 9:45am	LW, 11:30am	LV, 10:30am	LZ, 1:30pm	LY, 3:30pm
	Sample #3	LZ, 12:20pm	LZ, 1:30pm	LX, 4:30pm	LX, 4:30pm	LX, 4:30pm
Organics	Sample #1	L3, 3:30pm	L5, 2:45pm	L3, 10:30am	L1, 11:00am	L3, 12:00pm
	Sample #2	L6, 3:15pm	L1, 2:30pm	L1, 2:00pm	L4, 11:45am	L6, 2:30pm
	Sample #3	L2, 11:30am	L4, 4:30pm	L2, 11:15am	L5, 11:00am	L5, 11:00am
Total collected		6	6	6	6	6
Total sorted		12		12		12

Selected loads will be tipped in a designated area. From each tipped load, the sample(s) will be selected using an imaginary 16-cell grid (as shown in Figure 5). Designated WM staff will be provided with the randomly selected cell from which to capture the sample. The samples will be weighed in a one cubic yard bin and transported to the sorting area. The target weight for recycling is 125 pounds and 200 pounds for organics.

Figure 5. 16-Cell Grid for Sampling



Sorting Samples

Sorting protocol for the audit includes the following six steps:

1. **Step 1: Review methodology and sorting types with the crew.** To provide consistent sorting, Cascadia uses highly trained crew members throughout the project. Before the sorting begins, all crew members will review the procedures, forms, and material definitions in detail.
2. **Step 2: Photograph the Sample.** A member of the field crew will take photographs of the sample using a digital camera. The Sample Placard identifying the sample will be positioned to be visible in each photo.
3. **Step 3: Sort Sample.** Once the sample is placed on the sorting table, the field crew will sort material by hand into the prescribed material types (see **Appendix B: Material Definitions**) and place each category of material into individual containers so that they can be monitored by the crew lead. Individual members of the field crew typically specialize in groups of materials, such as papers or plastics. The crew lead monitors the accuracy of sorting, rejecting materials that are improperly classified.
4. **Step 3: Photograph and Weigh the Sample.** A crew member photographs and verifies the purity of each material as it is weighed using a pre-tared scale and records the data into Cascadia’s proprietary database (OSCAR).
5. **Step 6: Review Data.** At the conclusion of the sorting day, the crew lead will conduct a quality control review of the data recorded.

Data Entry and Analysis

The Cascadia team will analyze the data collected using rigorous quality assurance/quality control (QA/QC) protocols used for previous studies. Detailed descriptions of calculations and statistical protocols are in Appendix D: Composition Calculations.

Conduct Data Quality Control and Assurance

Cascadia understands the importance of accurate information and protects data integrity during each step—collection, review, entry, calculation, and analysis. Easy-to-use forms and rigorous data-entry protocols virtually eliminate errors.

Cascadia’s QA/QC process includes:

- ▶ Assigning a unique sample number to each sample, maintaining a chain of custody for sample data as it moves from vehicle selection through data entry.
- ▶ Verifying that the Cascadia field crew completes data entry for each sample and reviews them every evening during the study for accuracy.
- ▶ Summing sample weights and volumetric measurements in real time so the crew lead can confirm achievement of weight and/or volume targets for every sample.
- ▶ The tablet automatically syncs to a cloud-based storage system preventing data loss and reducing transcription errors.
- ▶ Encoding the composition analysis formulae so that statistical protocols are consistently applied to different data sets.
- ▶ Extensive data entry checks and random proofing to ensure error-free results.

Data Analysis

During each day of fieldwork, the crew will record weight data from the samples into a database customized for this study. In order to complete analysis, WM will provide Cascadia with annual tonnage for each stream. Cascadia will calculate the mean composition as well as the 90 percent confidence intervals for each material type using industry-standard calculations. Cascadia will use the annual tonnage to apportion tons by stream. The calculation method is described in **Appendix D: Composition Calculations**.

Appendix B: Material Definitions

RECYCLABLES

1. **CARBOARD:** Corrugated containers, cardboard, and Kraft paper.
2. **PAPER:** Newspaper, inserts, magazines, office paper, mixed paper, paperboard packaging such as cereal/snack boxes, boxboard, and empty milk/juice cartons.¹
3. **EMPTY PLASTICS – BOTTLES, JUGS, TUBS:** Beverage bottles (soda, water, sports drink), condiments (e.g., ketchup, BBQ sauce), personal care (e.g., shampoo, body wash), and cleaning products (e.g., Windex, laundry detergent, dishwasher pod tubs).
4. **EMPTY SINGLE-USE GLASS:** Beverage bottles (e.g., wine, beer, soda) and food jars (e.g., jelly, olives, spices).
5. **EMPTY METAL – CANS, BOTTLES:** Beer, soda, soup, beans and vegetables, sprays, and aerosols, automotive containers, and paint containers.

COMPOSTABLES

6. **YARD DEBRIS:** Plant material including branches, brush, flowers, grasses, weeds, leaves, and tree trimmings (less than 6').
7. **SHREDDED PAPER:** Non-coated shredded paper.
8. **FOOD – UNPACKAGED:** All unpackaged food items and scraps. Includes whole and partially consumed food items. Includes meat, fruit and vegetable trimmings, shells, peels, bones, cores, and pits. Also includes grains, dairy, nuts, and indistinguishable food items.
9. **NON-COATED PAPER PRODUCTS FOR FOOD OR DRINK:** Paper napkins, paper towels, coffee filters, take out containers (non-coated), and pizza boxes.
10. **UNTREATED WOOD/LUMBER:** Wood not treated with paint, stain, or other chemical finish. Includes wood chips and large tree branches.

CONTAMINANTS

11. **NOT EMPTY RECYCLABLES – PAPER:** Milk, milk alternatives, and juice cartons filled with liquids. Includes gable-top containers. Paper boxes (like cereal) filled with food or other contaminants. Food/liquids poured out and tracked as unpackaged food.
12. **NOT EMPTY RECYCLABLES – PLASTIC:** Plastic bottles, jugs, tubs filled with liquids, food, or other contaminants. Food/liquids poured out and tracked as unpackaged food.
13. **NOT EMPTY RECYCLABLES – METAL:** Metal cans or bottles filled with liquid, food, or other contaminants. Food/liquids poured out and tracked as unpackaged food.
14. **NOT EMPTY RECYCLABLES – GLASS:** Glass jars or bottles filled with liquid, food, or other contaminants. Food/liquids poured out and tracked as unpackaged food.

¹ This material is considered compostable if found in an organics cart.

15. **BAGS FROM BAGGED RECYCLABLES/COMPOSTABLES:** All recycling that is bagged in clear or colored plastic bags, or bio-plastic bags. These will be counted, not weighed.
16. **FOOD – PACKAGED:** Food that is wrapped in any packaging not accepted in an organics bin, including compostable plastics. Package can be sealed or partially open. Food can be whole or partially consumed. Food wrapped/packaged in compostable paper will be sorted into unpackaged and/or non-coated paper product types. Food found in any recyclable containers will be weighed as “unpackaged food”, but the weight of the empty recyclable materials will be tracked in the “Not Empty Recyclables” types.
17. **COATED/WAXED PAPER PRODUCTS AND TETRAPACKS:** Coated paper products such as coffee cups and take-out containers. Tetrapaks for soups and beverages.
18. **POLYSTYRENE:** Polystyrene foam to-go containers, cups, egg cartons, and packaging peanuts and sheets.
19. **NON-ACCEPTABLE PLASTICS:** Plastic containers including take-out clamshells, cookie trays, cups, and all other plastic materials. This will include a lot of #3-7 plastics. Includes plastic bags (trash and retail), plastic film and bubble wrap often found in packaging, and all other plastic wraps.
20. **BIO-PLASTICS:** Plastic utensils, straws, and containers even if labeled "compostable", "biodegradable", or "BPI certified."
21. **GLASSWARE:** Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, auto windshields, laminated glass, or any curved glass.
22. **NON-ACCEPTABLE METALS:** Any metal item that is not a can/bottle.
23. **BULKY ITEMS:** Large, hard-to-handle items including furniture, mattresses, other large appliances, car tires, and more.
24. **E-WASTE:** Processors, keyboards, printers, fax machines, mice, disk drives, modems, personal digital assistants, cell phones, portable electronic book readers, electronic toys, cell phone chargers, and other electronic device chargers and devices.
25. **HAZARDOUS MATERIALS:** Containers with paint, vehicle and equipment fluids, used oil, batteries, mercury-containing items, fluorescent lamps and LED lights, and HHW (e.g., pesticides, caustic cleaners).
26. **TEXTILES & TANGLERS:** Clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. Also includes tanglers such as holiday lights, plastic strapping, hoses, plastic clothes hangers, and more.
27. **PET WASTE & DIAPERS:** Any non-human animal feces and litter such as cat feces and kitty litter, dog poop, bird droppings, and horse manure and soiled bedding. Includes soiled paper and other litter materials. Also includes diapers made from a combination of fibers, synthetic and/or natural, primarily for single use. Includes disposable baby diapers, adult protective undergarments, feminine hygiene products. Includes diaper and any contents, including human feces not in diapers, and more.
28. **TREATED/PAINTED/STAINED WOOD:** Wood that has been treated with a chemical preservative for purposes of protecting the wood against attacks from insects, microorganisms, fungi, and other environmental conditions that can lead to decay of the wood. Includes wood that has had an external coating such as paint, varnish, or other finish applied.
29. **C&D MATERIALS:** Inerts including concrete, asphalt roofing, and gypsum board.

30. **ROCK, SOIL, SOD AND FINES:** Rock pieces of any size and soil, dirt, sod, and other matter. Examples include rock, stones, sand, clay, soil, and other fines. This type also includes nonhazardous contaminated soil.
31. **CARPET:** Carpet means flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. This type does not include carpet padding or woven rugs with no backing.
32. **FOOD WRAPPERS AND MYLAR:** Food wrappers, including shiny/glossy mylar packaging. Includes mylar from non-food items like balloons.
33. **MISCELLANEOUS & RESIDUALS:** All remaining non-compostable, multi-material composite or indistinct items not elsewhere defined. Examples include shattered glass, CDs and VHS tapes, pens, scissors, toothpaste tubes, and small plastic pieces.

Appendix C: Field Forms

Figure 6. Example Sample Placard

Oro Loma Residential RECYCLING Route Audit	
Date: Monday, 10/27/25	Time: 11:30
SAMPLE ID: R01LW	
Stream: RCY	Route and <u>Load #</u> : LW, #1
Truck: _____	Sample weight: _____ (125 lbs)
Notes: call 510	Random cell: 11 <small>*12,14,16 behind cells 11,13,15*</small>

Appendix D: Composition Calculations

Cascadia calculated detailed estimates of composition and quantities presented along with confidence intervals at the industry standard 90 percent confidence level. The waste composition formulae that Cascadia used are detailed below.

WASTE COMPOSITION CALCULATIONS

The composition estimates represent the **ratio of the components' weight to the total sample weight**. They are derived by summing each component's weight across all the selected records and dividing by the sum of the total sample weight, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i}$$

where:

r = ratio of components' weight to the total sample weight

c = weight of particular component

w = sum of all component weights

for i 1 to n, where n = number of selected samples

for j 1 to m, where m = number of components

The **confidence interval** for this estimate is derived in two steps. First, the variance around the estimate is calculated, accounting for the fact that the ratio includes two random variables (the component and total sample weights). The **variance of the ratio estimator** equation follows:

$$\hat{V}_{r_j} = \left(\frac{1}{n}\right) \cdot \left(\frac{1}{\bar{w}^2}\right) \cdot \left(\frac{\sum_i (c_{ij} - r_j w_i)^2}{n-1}\right)$$

$$\bar{w} = \frac{\sum_i w_i}{n}$$

where:

Second, **error rates** at the 90 percent confidence level are calculated for a component's mean as follows:

$$r_j \pm \left(t \cdot \sqrt{\hat{V}_{r_j}}\right)$$

where: t = the value of the t-statistic (1.645) corresponding to a 90 percent confidence level.

Appendix E: 2020 Composition Tables

Table 8. 2020 Organics Stream Composition by Material Type

Material	Est. %	+ / -	Est. Tons
Compostable	92.2%	1.4%	17,696
Shredded paper	0.0%	0.0%	2
Non-coated paper products for food or drink	1.4%	0.3%	275
Paper	0.5%	0.2%	87
Yard debris	78.5%	2.8%	15,061
Untreated wood/lumber	3.5%	1.0%	664
Food - unpackaged	8.4%	1.9%	1,608
Contaminants	7.8%	1.4%	1,495
Food - packaged	0.1%	0.1%	19
Cardboard	0.4%	0.2%	79
Empty Plastics - bottles, jugs, tubs	0.0%	0.0%	8
Empty single - use glass	0.1%	0.0%	11
Empty metal - cans, bottles	0.1%	0.0%	12
Not empty recyclables - paper	0.0%	0.0%	-
Not empty recyclables - plastic	0.0%	0.0%	1
Not empty recyclables - metal	0.0%	0.0%	2
Not empty recyclables - glass	0.0%	0.0%	-
Coated/waxed paper products and Tetrapacks	0.3%	0.2%	65
Non-acceptable plastics	0.5%	0.1%	88
Polystyrene	0.0%	0.0%	5
Bio-plastics	0.0%	0.0%	-
Food wrappers and mylar	0.0%	0.0%	3
Non-acceptable metals	0.1%	0.1%	25
Glass-ware	0.0%	0.0%	-
Textiles & tangles	0.2%	0.1%	34
Animal waste, diapers	0.1%	0.1%	24
Bulky items	0.0%	0.0%	-
C&D materials	0.2%	0.2%	35
Treated/painted/stained wood	4.3%	1.0%	826
Carpet	0.0%	0.0%	5
Rock, soil, sod and fines	0.8%	0.3%	153
E-Waste	0.0%	0.0%	-
Hazardous materials	0.0%	0.0%	0
Miscellaneous & residuals	0.5%	0.2%	101
Totals	100.0%		19,191
Sample Count			30

Confidence intervals calculated at the 90% confidence level.

Percentages for material types may not total 100% due to rounding.

Table 9. 2020 Recycling Stream Composition by Material Type

Material	Est. %	+ / -	Est. Tons
Recyclables	64.5%	3.7%	7,087
Cardboard	19.5%	2.6%	2,147
Paper	25.3%	3.0%	2,784
Empty Plastics - bottles, jugs, tubs	5.2%	0.5%	575
Empty single - use glass	11.9%	2.2%	1,313
Empty metal - cans, bottles	2.4%	0.3%	268
Contaminants	35.5%	3.7%	3,902
Not empty recyclables - paper	0.0%	0.0%	1
Not empty recyclables - plastic	0.3%	0.1%	33
Not empty recyclables - metal	0.3%	0.3%	30
Not empty recyclables - glass	0.0%	0.0%	4
Shredded paper	0.9%	0.5%	102
Non-coated paper products for food or drink	2.7%	0.4%	301
Yard debris	0.5%	0.5%	54
Untreated wood/lumber	0.0%	0.0%	4
Food - unpackaged	2.4%	1.1%	261
Food - packaged	1.1%	0.5%	126
Coated/waxed paper products and Tetrapacks	0.9%	0.2%	95
Non-acceptable plastics	7.0%	1.1%	771
Polystyrene	0.4%	0.1%	42
Bio-plastics	0.0%	0.0%	0
Food wrappers and mylar	0.2%	0.0%	19
Non-acceptable metals	2.5%	0.9%	270
Glass-ware	0.8%	0.3%	93
Textiles & tangles	2.5%	0.7%	269
Animal waste, diapers	0.7%	0.3%	76
Bulky items	0.0%	0.0%	-
C&D materials	0.7%	0.6%	80
Treated/painted/stained wood	0.9%	0.6%	102
Carpet	0.0%	0.0%	-
Rock, soil, sod and fines	0.3%	0.4%	31
E-Waste	1.0%	0.4%	112
Hazardous materials	0.2%	0.1%	19
Miscellaneous & residuals	9.2%	2.2%	1,006
Totals	100.0%		10,989
Sample Count			30

Confidence intervals calculated at the 90% confidence level.

Percentages for material types may not total 100% due to rounding.

**Oro Loma Sanitary District
Container Monitoring Program Report
Residential Customers**

Residential Trash Overage

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Overage Charges	No Charge Notices
2025	Jan	31,403	125,612	1,148	0.91%	90	\$1,097	1,058
2026	Jan	31,621	126,484	691	0.55%	91	\$1,056	600
2025	Feb	31,388	125,552	710	0.57%	56	\$653	654
2026	Feb	31,598	126,392	579	0.46%	8	\$102	571
2025	Mar	31,397	125,588	414	0.33%	53	\$653	361
2026	Mar	31,623	126,492	677	0.54%	59	\$725	618
2025	Apr	31,394	125,576	548	0.44%	81	\$999	467
2025	May	31,403	125,612	485	0.39%	78	\$962	407
2025	Jun	31,428	125,712	567	0.45%	100	\$1,233	467
2025	July	31,435	125,740	622	0.49%	119	\$1,517	503
2025	Aug	31,600	126,400	632	0.50%	144	\$1,741	488
2025	Sep	31,627	126,508	625	0.49%	220	\$2,735	405
2025	Oct	31,657	126,628	723	0.57%	174	\$2,188	549
2025	Nov	31,639	126,556	693	0.55%	147	\$1,806	546
2025	Dec	31,643	126,572	877	0.69%	171	\$2,137	706

YTD # of Notices

1,947

Previous YTD # of Notices 2,272 ▼ -14%

YTD Charge Notices

158

Previous YTD Charge Notices 199 ▼ -21%

YTD Total Charges

\$1,883

Previous YTD Charges \$2,404 ▼ -22%

YTD No Charge Notices

1,789

Previous YTD No Charge 2,073 ▼ -14%

Residential Recycle Contamination

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Contamination Charges	No Charge Notices
2025	Jan	30,002	60,004	1,665	2.77%	132	\$3,391	1,533
2026	Jan	30,251	60,502	2,238	3.7%	399	\$10,577	1,839
2025	Feb	29,985	59,970	3,315	5.53%	140	\$3,597	3,175
2026	Feb	30,223	60,446	1,912	3.16%	444	\$11,770	1,468
2025	Mar	29,993	59,986	1,985	3.31%	316	\$8,118	1,669
2026	Mar	30,241	60,482	1,890	3.12%	558	\$14,766	1,332
2025	Apr	29,989	59,978	2,332	3.89%	550	\$14,130	1,782
2025	May	29,995	59,990	2,373	3.96%	626	\$16,082	1,747
2025	Jun	30,022	60,044	2,057	3.43%	610	\$15,671	1,447
2025	July	30,029	60,058	2,017	3.36%	649	\$16,673	1,368
2025	Aug	30,190	60,380	1,677	2.78%	612	\$15,844	1,065
2025	Sep	30,212	60,424	2,425	4.01%	1,163	\$30,831	1,262
2025	Oct	30,231	60,462	2,075	3.43%	678	\$17,947	1,397
2025	Nov	30,215	60,430	2,391	3.96%	29	\$769	2,362
2025	Dec	30,216	60,432	2,412	3.99%	218	\$5,700	2,194

YTD # of Notices

6,040

Previous YTD # of Notices 6,965 ▼ -13%

YTD Charge Notices

1,401

Previous YTD Charge Notices 588 ▲ 138%

YTD Total Charges

\$37,113

Previous YTD Charges \$15,130 ▲ 145%

YTD No Charge Notices

4,639

Previous YTD No Charge 6,377 ▼ -27%

Residential Organics Contamination

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Contamination Charges	No Charge Notices
2025	Jan	31,239	124,956	542	0.43%	62	\$1,593	480
2026	Jan	31,647	126,588	687	0.54%	97	\$2,545	590
2025	Feb	31,225	124,900	750	0.6%	70	\$1,798	680
2026	Feb	31,623	126,492	604	0.48%	122	\$2,890	482
2025	Mar	31,240	124,960	442	0.35%	65	\$1,670	377
2026	Mar	31,647	126,588	655	0.52%	112	\$2,651	543
2025	Apr	31,237	124,948	575	0.46%	111	\$2,852	464
2025	May	31,242	124,968	552	0.44%	128	\$3,288	424
2025	Jun	31,270	125,080	491	0.39%	104	\$2,672	387
2025	July	31,460	125,840	475	0.38%	122	\$3,134	353
2025	Aug	31,622	126,488	442	0.35%	125	\$3,248	317
2025	Sep	31,649	126,596	707	0.56%	310	\$8,218	397
2025	Oct	31,681	126,724	727	0.57%	135	\$3,579	592
2025	Nov	31,661	126,644	700	0.55%	19	\$477	681
2025	Dec	31,665	126,660	702	0.55%	64	\$1,538	638

YTD # of Notices

1,946

Previous YTD # of Notices 1,734 ▲ 12%

YTD Charge Notices

331

Previous YTD Charge Notices 197 ▲ 68%

YTD Total Charges

\$8,086

Previous YTD Charges \$5,061 ▲ 60%

YTD No Charge Notices

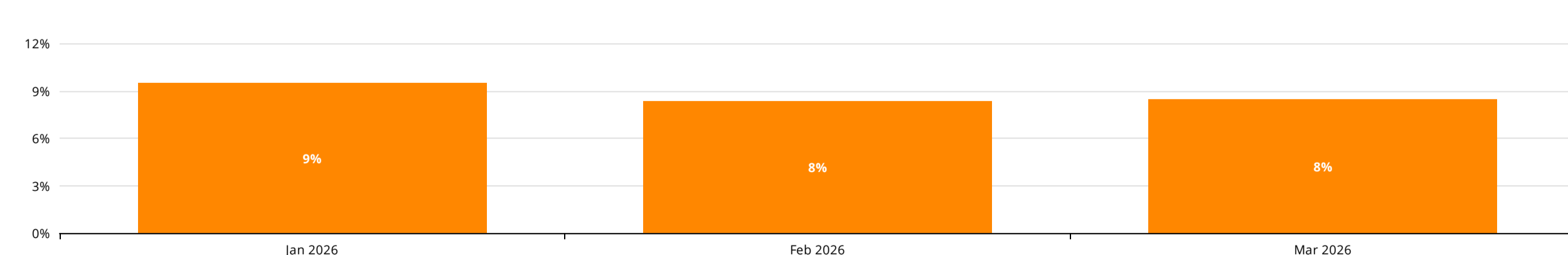
1,615

Previous YTD No Charge 1,537 ▲ 5%

Residential Customers by number of notices received

# of Notices	Jan 2026	Feb 2026	Mar 2026
1	2,516	2,273	2,281
2	395	301	310
3	72	43	57
4	13	10	21
5	6	5	7
6	2	1	2
7			1
8		1	
9+		1	1
Total	3,004	2,635	2,680

% of customers that received a notice



Residential Collection Service:

Courtesy notice period: September 1, 2023-January 15, 2024.

*Warnings & charges started January 16, 2024.

Trash and organics collection services are provided weekly. Each customer receives at least 4 collections per month.

Recycle collection service is provided bi-weekly. Each customer receives at least 2 recycle collections per month.

Overage Charge (only trash), effective 9/1/24: \$12.33 per trash cart, per collection

Contamination Charge (only recycle & organics), effective 9/1/24: \$25.69 per organics/recycle cart, per collection

*Reversals and/or credits not included.

Customer Notification Timeline

Processing: 24-48 hours from the time of service

Email Notification Sent: 24-48 hours after incident

Mail Notification Sent: 2-4 days after incident



**Oro Loma Sanitary District
Container Monitoring Program Report
Commercial Customers**

Commercial Trash Overage

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Overage Charges	No Charge Notices
2025	Jan	1,333	5,332	336	6.30%	147	\$22,502	189
2026	Jan	1,316	5,264	235	4.46%	148	\$23,264	87
2025	Feb	1,332	5,328	234	4.39%	140	\$21,360	94
2026	Feb	1,322	5,288	193	3.65%	128	\$20,269	65
2025	Mar	1,327	5,308	224	4.22%	125	\$18,920	99
2026	Mar	1,321	5,284	235	4.45%	173	\$27,552	62
2025	Apr	1,326	5,304	270	5.09%	178	\$27,429	92
2025	May	1,323	5,292	241	4.55%	152	\$23,186	89
2025	Jun	1,321	5,284	231	4.37%	134	\$20,307	97
2025	July	1,321	5,284	211	3.99%	131	\$20,081	80
2025	Aug	1,322	5,288	231	4.37%	153	\$23,716	78
2025	Sep	1,319	5,276	210	3.98%	145	\$23,104	65
2025	Oct	1,320	5,280	211	4.00%	151	\$23,958	60
2025	Nov	1,317	5,268	211	4.01%	120	\$18,880	91
2025	Dec	1,312	5,248	272	5.18%	169	\$26,836	103

YTD # of Notices

663

Previous YTD # of Notices 794 ▼ -16%

YTD Charge Notices

449

Previous YTD Charge Notices 412 ▲ 9%

YTD Total Charges

\$71,085

Previous YTD Charges \$62,783 ▲ 13%

YTD No Charge Notices

214

Previous YTD No Charge 382 ▼ -44%

Commercial Recycle Overage

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Overage Charges	No Charge Notices
2025	Jan	1,285	5,140	184	3.58%	81	\$12,547	103
2026	Jan	1,274	5,096	204	4.00%	117	\$18,696	87
2025	Feb	1,283	5,132	145	2.83%	82	\$12,461	63
2026	Feb	1,281	5,124	140	2.73%	95	\$15,208	45
2025	Mar	1,281	5,124	147	2.87%	90	\$13,891	57
2026	Mar	1,279	5,116	256	5.00%	163	\$25,777	93
2025	Apr	1,283	5,132	193	3.76%	122	\$18,749	71
2025	May	1,280	5,120	172	3.36%	108	\$16,797	64
2025	Jun	1,282	5,128	165	3.22%	105	\$16,538	60
2025	July	1,282	5,128	143	2.79%	87	\$13,458	56
2025	Aug	1,278	5,112	164	3.21%	92	\$14,439	72
2025	Sep	1,277	5,108	213	4.17%	127	\$20,120	86
2025	Oct	1,281	5,124	180	3.51%	105	\$16,424	75
2025	Nov	1,277	5,108	152	2.98%	101	\$16,048	51
2025	Dec	1,269	5,076	227	4.47%	120	\$19,173	107

YTD # of Notices

600

Previous YTD # of Notices 476 ▲ 26%

YTD Charge Notices

375

Previous YTD Charge Notices 253 ▲ 48%

YTD Total Charges

\$59,681

Previous YTD Charges \$106,276 ▼ -44%

YTD No Charge Notices

225

Previous YTD No Charge 223 ▲ 1%

Commercial Organics Overage

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Overage Charges	No Charge Notices
2025	Jan	1,159	4,636	19	0.41%	5	\$812	14
2026	Jan	1,153	4,612	12	0.26%	4	\$668	8
2025	Feb	1,159	4,636	7	0.15%	0	\$0	7
2026	Feb	1,158	4,632	6	0.13%	2	\$334	4
2025	Mar	1,160	4,640	11	0.24%	2	\$329	9
2026	Mar	1,155	4,620	8	0.17%	3	\$477	5
2025	Apr	1,163	4,652	13	0.28%	9	\$1,211	4
2025	May	1,160	4,640	16	0.34%	8	\$1,254	8
2025	Jun	1,159	4,636	9	0.19%	5	\$833	4
2025	July	1,159	4,636	17	0.37%	2	\$329	15
2025	Aug	1,151	4,604	7	0.15%	1	\$159	6
2025	Sep	1,149	4,596	6	0.13%	5	\$843	1
2025	Oct	1,151	4,604	8	0.17%	2	\$220	6
2025	Nov	1,153	4,612	5	0.11%	4	\$538	1
2025	Dec	1,150	4,600	15	0.33%	5	\$811	10

YTD # of Notices

26

Previous YTD # of Notices 37 ▼ -30%

YTD Charge Notices

9

Previous YTD Charge Notices 7 ▲ 29%

YTD Total Charges

\$1,479

Previous YTD Charges \$6,616 ▼ -78%

YTD No Charge Notices

17

Previous YTD No Charge 30 ▼ -43%

Commercial Recycle Contamination

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Contamination Charges	No Charge Notices
2025	Jan	1,285	5,140	467	9.09%	279	\$21,158	188
2026	Jan	1,274	5,096	587	11.52%	470	\$36,204	117
2025	Feb	1,283	5,132	551	10.74%	347	\$25,653	204
2026	Feb	1,281	5,124	461	9%	363	\$28,269	98
2026	Mar	1,281	5,124	470	9.17%	271	\$20,567	199
2026	Mar	1,279	5,116	504	9.85%	389	\$29,763	115
2025	Apr	1,283	5,132	1,025	19.97%	638	\$47,923	387
2025	May	1,280	5,120	1,010	19.73%	643	\$48,411	367
2025	Jun	1,282	5,128	981	19.13%	633	\$48,044	348
2025	July	1,282	5,128	417	8.13%	265	\$19,753	152
2025	Aug	1,278	5,112	584	11.42%	458	\$35,101	126
2025	Sep	1,277	5,108	645	12.63%	506	\$39,268	139
2025	Oct	1,281	5,124	456	8.9%	344	\$26,185	112
2025	Nov	1,277	5,108	466	9.12%	362	\$27,156	104
2025	Dec	1,269	5,076	574	11.31%	459	\$35,478	115

YTD # of Notices

1,552

Previous YTD # of Notices 1,488 ▲ 4%

YTD Charge Notices

1,222

Previous YTD Charge Notices 897 ▲ 36%

YTD Total Charges

\$94,236

Previous YTD Charges \$106,276 ▼ -11%

YTD No Charge Notices

330

Previous YTD No Charge 591 ▼ -44%

Commercial Organics Contamination

Year	Month	Customers	Pickups Per Month	# of Notices Per Month	% of Notices Per Month	Charge Notices	Contamination Charges	No Charge Notices
2025	Jan	1,159	4,636	73	1.57%	38	\$2,674	35
2026	Jan	1,153	4,612	86	1.86%	61	\$4,533	25
2025	Feb	1,159	4,636	49	1.06%	26	\$1,782	23
2026	Feb	1,158	4,632	82	1.77%	53	\$3,812	29
2025	Mar	1,160	4,640	37	0.8%	14	\$1,019	23
2026	Mar	1,155	4,620	41	0.89%	14	\$838	27
2025	Apr	1,163	4,652	65	1.4%	32	\$2,135	33
2025	May	1,160	4,640	103	2.22%	51	\$3,515	52
2025	Jun	1,159	4,636	86	1.86%	41	\$2,605	45
2025	July	1,159	4,636	73	1.57%	38	\$2,468	35
2025	Aug	1,151	4,604	71	1.54%	42	\$2,733	29
2025	Sep	1,149	4,596	67	1.46%	36	\$2,576	31
2025	Oct	1,151	4,604	54	1.17%	27	\$1,850	27
2025	Nov	1,153	4,612	103	2.23%	45	\$3,303	58
2025	Dec	1,150	4,600	93	2.02%	63	\$4,607	30

YTD # of Notices

209

Previous YTD # of Notices 159 ▲ 31%

YTD Charge Notices

128

Previous YTD Charge Notices 78 ▲ 64%

YTD Total Charges

\$9,183

Previous YTD Charges \$6,616 ▲ 39%

YTD No Charge Notices

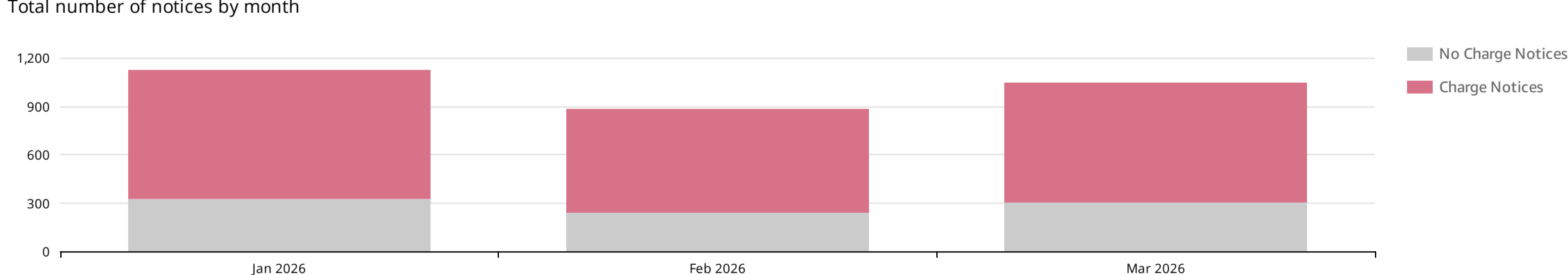
81

Previous YTD No Charge 81 0%

Commercial Customers by number of notices received

# of Notices	Jan 2026	Feb 2026	Mar 2026
1	171	156	156
2	61	59	60
3	32	42	44
4	23	21	25
5	12	13	14
6	10	10	6
7	7	4	8
8	6	1	5
9+	29	17	24
Total	351	323	342

Total number of notices by month



Commercial Collection Service:

Commercial collection service available 6 days per week.
 Customer count per month: assume at least 1x week pickup=4x a month.
 September 2023 overage charge after two warnings.
 Contamination Courtesy Notice Period: September 1, 2023-January 15, 2024.
 Contamination 2 warnings & charges started January 16, 2024.

Overage Charge (applies to all waste streams), effective 9/1/24:

Multi-family properties with bin service: \$154.11 per bin, per collection.
 Businesses/Commercial: \$25.69 per cart, per collection; \$154.11 per bin, per incident.

Contamination Charge (only applies to recycle & organics waste streams), effective 9/1/24:

Multi-family properties with bin service: \$77.06 per bin, per collection.
 Businesses/Commercial: \$25.69 per cart, per incident; \$77.06 per bin, per collection.
 *Reversals and/or credits not included.

Customer Notification Timeline

Processing: 24-48 hours from the time of service
 Email Notification Sent: 24-48 hours after incident
 Mail Notification Sent: 2-4 days after incident

No.	Source	Account Name	Account Type	# of Tenant Kits	Service Change	Notes: Site Visit(Y/N), Interaction, Container assessment, Training/Waiver Type/Processing/
1	Other	OLIVE DENTAL	CM			Customer was referred to be my the StopWaste Contractor. I followed up to inquire about the operational issue this location is having with the enclosures. I left a Voicemail with my information. I followed up with the Operations Manager to inform them of the customers concern. Stopwaste is still working with this account.
2	Other	ANGRY FISH	CM			I assisted this customer last month with operational concerns and new placement of bins. Customer followed up with me to communicate some issues with servicing. I connected with the Operations Manager and got the issues sorted out.
3	Other	WOODCHASE OWNER LLC	MFD			Met in person with PM on 4/13. Discussed having a training on 4/23 for earth week. We set on the date and he will let me know if it changes due to low interest. I delivered stickers as well. We had a training schedules for 4/23, but on 4/22 PM sent an email requesting to cancel the in person training due to his schedule conflict
4	Other	MERCADO CALIFORNIA	CM		Increased to 3 yard Organics	Stopped by to speak with Humberto about the new account set up as well as deliver stickers. Just in September I gave a training. They asked me to come back at the end of the month for a training during their department meeting. During the training on 4/30 the department had specific questions about which item to dispose of. They appreciated the second training since they've experienced some staff turnover lately. I gave him and 3 other managers a refresher training on sorting. Reiterated the 500 grant from Stopwaste could be a great resource since they have expanded their store. We had a detailed conversation about what goes where. I gave suggestions for new container sizes and they decided to increase the organics.
5	Other	HOLIDAY GARDEN APARTMENTS	MFD			I stopped by on 4/13 to deliver the stickers the manager had requested. She let me know she will sign up for the PM May training. I also let her know I will follow up with our Operations Department about swapping the bin locations so the trash is the first bin accessible from the doorway. Operations manager confirmed the bins were staged as customer requested.
6		TAQUERIA EL PRIMO	CM			Emanuel reached out to me for information on his account. Since his waivers got denied last month, we added service. He is having a little trouble with the new recycle service so I clarified the information for him and connected him with the operations department. Customer followed up with me throughout the month in regards servicing concerns. I connected with the Operations Manager and they assisted with the operational concerns.
7	New account	BD OPPORTUNITY 1 LP	CM			Sent the new start account information about the Container monitoring program, sorting guidelines and offered training services.
8	New account	DEVI, URMILA	CM			Sent the new start account information about the Container monitoring program, sorting guidelines and offered training services.
9	New account	BOOKS INC	CM			This business opened and account with us last month. I stopped by in person on 4/27 and conducted a container assessment. Location looked empty, so I followed up via email with the customer. I offered to deliver signage and provide training to new staff once they are set up.
10	New account	UPS CAHYC	CM			I visited this account on 4/27 to speak with the manager about recycling guidelines since they added new service. I advised adding bin service, but they will keep cart service for their traveling staff for now. They have my information to follow up in the future. Provided indoor and outdoor signage.
11	New account	CAXKANZ CONSTRUCTION INC	CM			Sent the new start account information about the Container monitoring program, sorting guidelines and offered training services.
12	New account	DRIPS INC	CM			Met with Owner on 4/23, property was just acquired. Since they are new to the area, we revised the items in each of the containers to determine if they were acceptable or not. I requested their recycling container is updated and removed and extra blue cart from the previous account. Provided them with stickers.
13	New account	AUTOWAY	CM			Sent the new start account information about the Container monitoring program, sorting guidelines and offered training services.
14	New account	MEEMO TRADE INC	CM			Spoke with Wingu on 4/30 about the new account resources. He let me know there have been issues with the pick up of the carts. I let him know I am connecting with the Operations Managers for the assistance on the placement of the carts.
15	New account	FASHION FAIRE CSC KIMCO-B1	CM			Visited this account on 4/27 and labeled the recycling bin. I also provided technical assistance with an organics waiver. This account was part of the shopping center that was split into 3 accounts a few weeks to hone in on where the contamination is showing up the most.
16	New account	FASHION FAIRE CSC KIMCO-B2	CM			Visited this account on 4/27 and labeled the recycling bin. I also provided technical assistance with an organics waiver. This account was part of the shopping center that was split into 3 accounts a few weeks to hone in on where the contamination is showing up the most.

Outreach Summary

Customers: 32
Container Assessments: 18
Training: 1
Tenant Kits: None
Applied Waivers: 2
Approved Organics Waivers:
Approved Recycling Waivers:
Events:

17	New account	SUPER GAS & MART HAYWARD	CM			Visited on 4/23 to deliver signage and sorting guidelines. Customer had questions about a letter, NOV, they had received. I provided technical assistance and also got in contact with Stopwaste to ensure the account shows up as compliant. I connected with the customer to confirm the information.
18	New account	HOPE FOR THE HEART FOOD BANK	CM			Visited this location on 4/27 to connect about sorting guidelines and provide signage. I followed via email because I was not able to connect in Person. I provided them with signage and request they follow up with any questions.
19	New account	SAN'A CAFÉ	CM			Conducted a site visit on 4/14. Spoke with Naz about new account set up. I delivered stickers indoor signage. He was appreciative of the Stopwaste indoor Grant information and let me know they would apply. The customer had additional questions about their service details and I let them know I would follow up. I then called and sent a follow up email with the information they have requested.
20	New account	BAY COLLISION CENTER LLC	CM			Delivered new start account information about the Container monitoring program, sorting guidelines and offered training services on 4/27.
21	Other	MI RANCHO SUPERMARKET	CM			Delivered stickers and signage. Connected with staff about proper disposal of solid waste. They appreciated the guidance. We discussed having a Spanish training in mid May. I will follow up with them to finalize the date.
22	Other	ARBOR HLPY LLC	MFD			Spoke with PM. He wanted to opt out of recycling and organics. I let him know that per SB 1383, that was not an option. I communicated that I could work with him closely to bring awareness to tenants. I sent him Signage in PDF format. We will connect for an onsite meeting.
23	Other	FLAVOR AND SOUL	CM			Emailed customer about contamination notices they received last month. Requested to set up an appointment to go over material they are discarding, offered training, and signage. Let them know about the Stopwaste Grant for indoor green containers.
24	Other	PUBLIC STORAGE 20685C	CM			Left Voicemail for Jorge about setting up an appointment to deliver signage. This Account just opened a few months ago. While they only have a few contamination and overage notices, I still want to be proactive about letting them know the proper sorting guidelines. I followed up via email to ask for a site visit once again but also provide the signage in pdf format.
25	Other	WEB TO DOOR	CM			I spoke with Rami about the warnings for overage and contamination she was receiving for her business. She was a little surprised and I explained how the program works. She requested a site visit for a small training to ensure she doesn't have further notices for contamination. I let her know we can also discuss lock/bin options. The visit is scheduled for May 4th.
26	Other	TULIP 26 HAYWARD LLC	CM			Spoke with Customer about the contamination notices. I offered tenant kits and a tenant training. Ragini agreed to Tenant kits and signage but she will set up a time for a meeting. I will continue working with this account in May. I also let her know about the May Property Manager Workshop.
27	Other	LEISURE TERRACE APARTMENTS	MFD			Phone call with PM. I invited her to the Workshop in May and set up a time to stop by on Tuesday for a property walk through. She would like to discuss bin placement and have signage delivered as well as Tenant Kits.
28	Other	POLK ASSOCIATES LP (PALMA PLAZA)	CM			Visited on 4/30 to label containers and deliver indoor stickers
29	Other	FOOTLOCKER	CM			Visited this account on 4/27, labeled their containers and advised to maintain containers locked at all times. They let me know they will speak with property management about obtaining another lock. They let me know security patrols the area frequently and they will be speaking with the staff who takes out the trash. They declined the 20x30 Coroplast board but thanked me for the stickers.
30	Other	LAMAR HOMEOWNER ASSOCIATION	MFD			Had a great conversation with the Customer about her account. She was not aware of the notices. I changed her billing address so she directly receives the notices. I suggested she create a MYWM account so she can receive the notices via email. She is hoping I give a training at their next HOA board meeting. She is happy to receive tenant kits and stickers. I discussed the PM workshop we are giving next month but the current PM is not very involved and she is a homeowner and part of the board. She declined the invitation but would like a more personalized approach for the property at their next meeting. She will confirm a date for tenant kit drop off.
31	Other	SHELL SHOCK SEAFOOD HOUSE	CM			Visited on 4/30 to deliver signage and discuss the contamination noticed they received. Staff was receptive to the guidelines provided. I offered training for employees.
32	Other	CARING HANDS HAYWARD	CM			Spoke with front desk staff about the contamination warning received during February. I let them know I can give a training or deliver additional signage and she appreciated that. She provided me with the cellphone number for the administrator to speak with him directly, but the call did not go through. I followed up again with front desk staff and she said she would pass my message along but did not provide me with an email or additional number. I will continue to work with this account. The front desk staff sounded concerned about the notices and was open to receiving help but needs approval from the administrator. When I followed up again, Renato confirmed a training for May 5th. He requested Stickers and Signage.

**MINUTES
PERSONNEL/SAFETY/PUBLIC INFORMATION COMMITTEE MEETING
ORO LOMA SANITARY DISTRICT**

THURSDAY, MAY 14, 2026

2:00 PM

**BOARDROOM, 2655 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

Chair Young called the meeting to order at 2:00 p.m.

2. ROLL CALL: CHAIR YOUNG AND DIRECTOR LEE

Chair Young and Director Lee were present, as were General Manager Dang and Administrative Services Manager Luna.

3. PUBLIC COMMENTS

There were no members of the public present, and therefore no comments.

4. REVIEW STATUS OF STRATEGIC GOALS

The Committee reviewed the status of the updated strategic goals related to Personnel, Safety, and Public Information and found them to be in good order. Chair Young asked what items would be included in the “Flush the Myth, Not the _____” campaign. Administrative Services Manager Luna stated that the campaign would highlight items such as wipes, Q-tips, cat litter, and other materials that should not be flushed.

The Committee accepted the report.

4.1. [Personnel Committee Goals Report 5-14-26](#)

5. REVIEW KEY PERFORMANCE INDICATORS

The Committee reviewed the updated Key Performance Indicators (KPIs) related to Personnel, Safety, and Public Information and found them to be in good order.

The Committee accepted the report.

5.1. [Personnel Committee KPIs 5-14-26](#)

6. STATUS OF VACANCIES, RECRUITMENTS, AND RETENTION EFFORTS

Administrative Services Manager Luna provided an update on the status of vacancies within the District and recommended presenting the report to the full Board next month in compliance with the requirements of AB 2561. Chair Young asked whether all positions had been filled. Administrative Services Manager Luna confirmed that they had. Chair Young also asked when the new Finance Manager would begin employment. Administrative Services Manager Luna stated that the new Finance Manager is scheduled to start on June 1, 2026.

The Committee accepted the report and recommended bringing the item to the Board at the next meeting to schedule a public hearing in June.

6.1. [Vacancies Report for the Current Fiscal Year 2026](#)

7. **STAFF AND DIRECTOR COMMENTS**

The Committee thanked staff for conducting an efficient meeting and for the well-prepared report regarding vacancies.

8. **ADJOURNMENT**

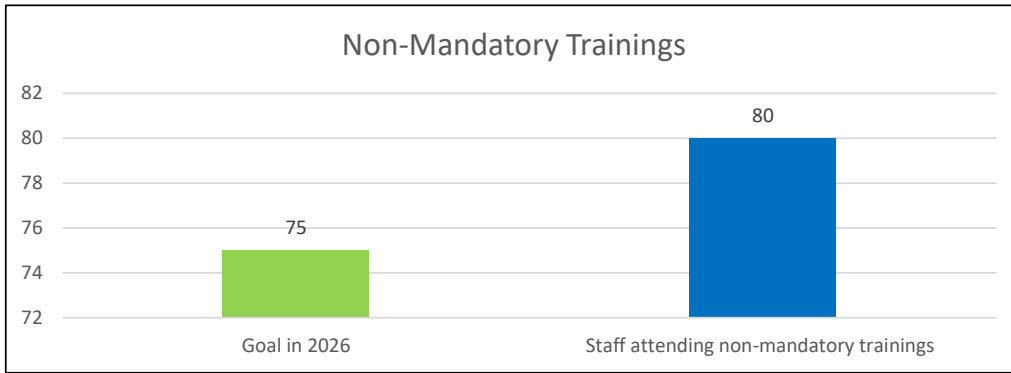
There being no further business to come before the Committee, Chair Young adjourned the meeting at 2:15 p.m.

PERSONNEL/SAFETY/PUBLIC INFORMATION STRATEGIC PLAN GOALS REPORT

10-Year Goal	Intermediate Two-Year Goal	Status of Goals for the Calendar Year
Zero lost time accidents. (2013)	Continue existing high-level of safety training (minimum 20 training sessions per year).	No lost-time injuries in 2026 to date.
Maintain High Performing Safety Culture (2013)	Maintain average time for correction of safety work orders at or under 30 days (excludes work orders where alternate, safe methods of work are available). Hold monthly Safety Committee meetings and distribute minutes to all staff. Perform written management safety audits a minimum of four times per year.	Avg. time for correction of safety work orders - 3.25 days; Monthly Safety Committee meetings and minutes distributed in 2026 - 4 Management safety inspections in 2026 - 1
Survey Oro Loma Safety Culture every two years and maintain a minimum of 90% positive responses in the aggregate. (2015)	Perform Safety Culture survey in Fall of 2024 and present findings to the management team. Identify action plan for any areas in need of improvement.	The Safety Culture survey was completed in 2024. Next survey will be done in the Fall of 2026.
Maintain safety policies and procedures by auditing, updating, and training on policies at least every three years. (2013)	Review all safety procedures in 2025 and update as needed.	Safety policies were reviewed in 2025. The next cycle will be completed by December 2028.
As a District, we will provide financial support and encourage any employee with a plan and desire to improve knowledge, skills, and/or abilities. (2017)	Promote the availability of the educational reimbursement program to all staff two times per year	Program promotion occurs annually. In 2026, the promotion will take place at two town hall meetings. Those took place in February and May 2026.
Conduct annual management development training (commit to a minimum of two training topics per year). (2017)	Coordinate annual management training and develop program for existing management team. Management team to identify potential training needs and agree on the highest priority items for group training.	Managers will discuss topics for training in January 2026. Two topics were chosen: Guide to Implementing Public Employee Discipline and Maximizing Performance Through Documentation, Evaluation, and Corrective Action.
Maintain policies and procedures within guidelines of "industry best". (2013)	Audit procedures annually. Perform update on any policy or procedure older than three years.	The Board will review policies on a monthly basis. Staff plans to present approximately three to four policies each month, with the goal of completing the full review process by January 2027.
Research and establish vision for Administration & Finance office of the future. (2021)	Modernize administrative practices – investigate options for paperless A/P, and remote work policy. Identify and implement practices to increase customer service via computer-based interfaces.	In 2026, the Finance team is evaluating its accounting software, and HR is optimizing its software to streamline hiring and onboarding. Continue promoting the RecycleCoach app to help customers learn how to sort their waste.
Update "10-Year Strategic Vision and Goals" document every three years. (2021)	Next update scheduled for April 2027.	Updated was completed in January 2024. Next update in April 2027.
Increase the call-to-action messaging for the public, with emphasis on its role in protecting the environment. (2021)	Implement the direction established in the Communications Plan – recycle right and 3Ps.	Three main campaigns: "Love Our Bay," "From Pan to Can," and "Flush the Myth, Not the ____."
Maintain a Communications Plan for District outreach efforts. Update the plan every five years. (2019).	Update existing plan in FY 2025/26. Review plan with Board at least every two years.	The Communications Plan was reviewed and approved in June of 2025. The next review is in 2027.
Measure customer satisfaction related to sewer, solid waste, and recycling activities every two years. Identify areas for improvement. (2013)	Administer customer satisfaction survey every two years (Summer 2024) and present results to the Board.	Survey was administered in Nov/Dec. 2025. Results were presented to the Board in January 2026.

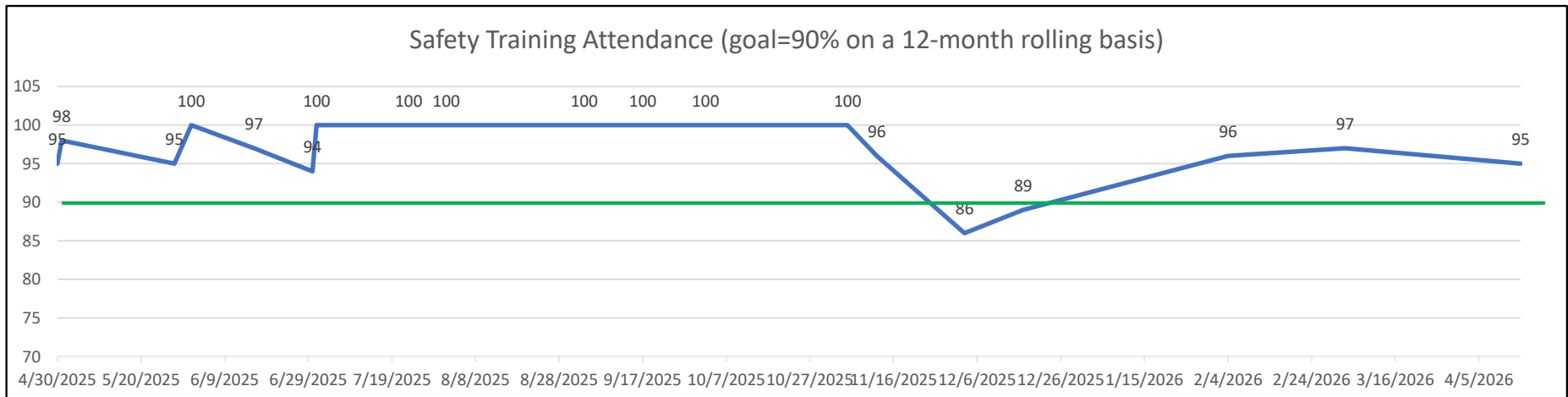
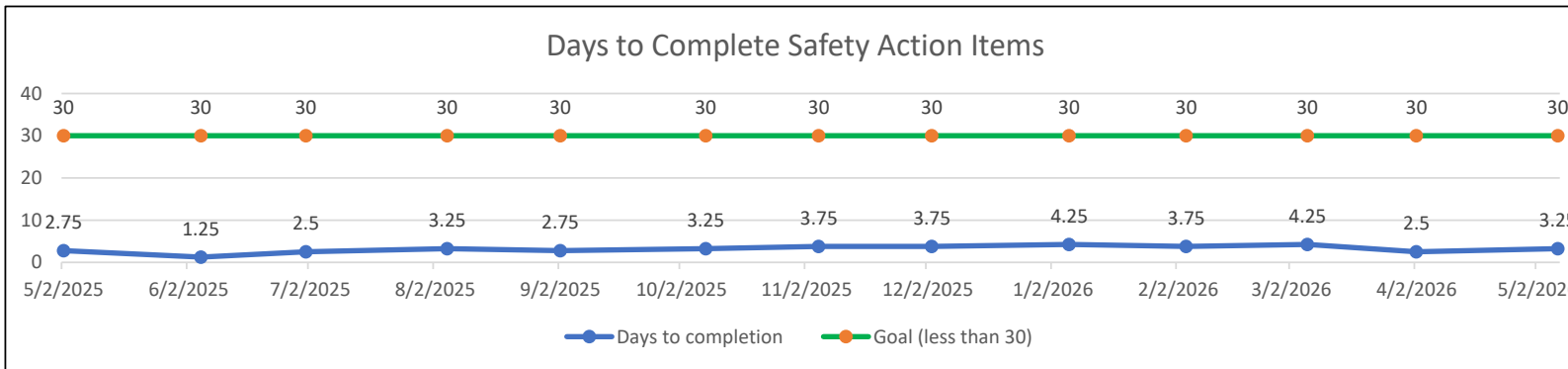
5/14/2026

Legend:
Met goal
In progress
Will not meet the goal



Lost-Time Injuries in 2026
0

Non-mandatory trainings are tracked per training per employee



Dip in December due to holidays and time off.

5/14/2026



Oro Loma Sanitary District

Vacancy, Recruitment, and Retention Data for the
Current Fiscal Year as of April 30, 2026

Vacancies

Budgeted Full-Time Positions	48
Vacancies	7
Vacancy Rate per Bargaining Unit	Employee Association – 33.3% Maintenance Bargaining Unit – 0% Collections Bargaining Unit – 14.3% Stationary Engineers Local 39 – 7.7% Unrepresented – 14.3%
Vacancies Filled	7
Days to Fill	Longest – 126 days Shortest – 84 days Average – 106 days
Reasons for Vacancies	1. Retirements – 2 2. New positions – 3 3. Death – 1 4. Resignation – 1
Retention Rate	85.4%

**MINUTES
CONSTRUCTION COMMITTEE MEETING
ORO LOMA SANITARY DISTRICT**

WEDNESDAY, MAY 20, 2026

10:00 AM

**BOARDROOM, 2655 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

Director Dean called the meeting to order at 10:00 a.m.

2. ROLL CALL: CHAIR SIMON AND DIRECTOR DEAN

In attendance were Chair Simon (joined meeting at 10:01 a.m.), Director Dean, and CVSan Director Johnson. Also in attendance were OLSD General Manager Dang, CVSan General Manager Williams, District Engineer Abeyrathna, Associate Engineer Liu, Field Engineer Hernandez, Field Engineer Goh, and District Secretary Schofield.

3. GENERAL PUBLIC

There were no members of the public present, and therefore no comments.

4. CONSTRUCTION COMMITTEE MEETING MINUTES

The minutes from the previous committee meeting were reviewed.

The Committee accepted the report.

5. FUNDS 40 AND 45 ACCOUNTING SHEETS

Staff presented the current accounting sheets for funds 40 and 45, R&R and CIP, respectively.

The Committee accepted the report.

6. 10 YEAR R&R AND CIP PROJECTED COSTS

Staff will present the updated Ten-Year R&R and CIP Projected Costs.

Williams asked for clarification on two columns in the table, one showing the frequency in years, and other showing no/yes for sea level rise consideration. Abeyrathna noted he would add headings to the respective columns.

The Committee accepted the report.

7. STRATEGIC GOALS TRACKING

Staff presented the status of the Construction Committee strategic goals.

General Manager Williams referenced the strategic goal stating, "In response to ongoing climate change trends – do no new harm – all new construction shall take into account sea level rise projections. Continue to build all new infrastructure above the 100-year sea level rise projections. Develop a long-term plan to mitigate sea level rise due to climate change." He noted that the previously referenced sea level rise projection of 14 feet has

since changed. General Manager Dang confirmed that sea level rise projections continue to evolve as new data becomes available.

Director Johnson shared that during his previous work with Federal Emergency Management Agency, FEMA relied primarily on historical data rather than future projections. He noted that shoreline projections involving wave action differ significantly from static water level increases and suggested that this may explain the evolving projections.

General Manager Dang acknowledged that sea level rise forecasting involves significant uncertainty and stated that professionals in the field develop projections using the best available information and modeling assumptions.

General Manager Williams inquired whether consultants and experts studying sea level rise trends are observing accelerated changes and whether long-term projection curves could be developed mathematically for planning purposes. General Manager Dang responded that previous studies had already taken such considerations into account and noted that he would share the information with him.

Director Simon inquired whether construction of a berm or seawall could mitigate the need to elevate equipment and infrastructure to higher elevations. General Manager Dang confirmed that it could and clarified that the current direction regarding elevation primarily applies to new equipment and infrastructure.

General Manager Dang further noted that elevating new infrastructure is often relatively inconsequential from a cost standpoint, although not always, and added that setting new equipment at a higher elevation provides additional protection in the event of a levee or berm breach. He reiterated that existing infrastructure is generally not being elevated unless it is being replaced or newly constructed.

Director Simon stated that Oro Loma should prioritize long-term protection measures related to sea level rise. General Manager Dang responded that the current Board direction has not included incorporating a major levee project into the District's next 10-year planning horizon.

Director Johnson noted that East Bay Dischargers Authority is currently evaluating related shoreline protection efforts through the First Mile Project. President Johnson further stated that a single mile of levee protection would likely be insufficient and that any effective solution would ultimately need to be connected across the broader shoreline system.

General Manager Dang noted that during prior rate increase discussions, the Board had considered maintaining a levee project within the District's long-term planning efforts because Oro Loma had previously been awarded an \$8 million grant that required an \$8 million matching contribution. He stated that a previous Board ultimately voted against moving forward with the matching component.

Director Simon inquired whether grant funding opportunities may still exist. General

Manager Dang responded that additional funding opportunities could be explored.

The Committee accepted the report and directed staff to bring the item to the full Board for further discussion. Director Johnson added that sea level rise planning considerations should also be incorporated into the treatment plant planning-level master study.

8. PLANT PROJECTS

8.1. PRIMARY CLARIFIERS REHABILITATION

Staff reported on the status of the project, which includes cleaning, coating, cathodic protection installation, floor grout replacement, and mechanical repairs for three primary clarifiers (PCs) at the treatment plant. Staff reported that work is progressing on PC-03, including coating, mechanical repairs, valve replacements, and related inspection coordination activities. Staff also reported that cathodic protection installation, inspection hold points, and remaining floor repair work are currently being coordinated. Overall project completion is anticipated in October 2026.

General Manager Williams inquired about the projected costs and asked whether limited oversight was anticipated, noting that the budget for oversight appeared minimal. Liu confirmed that only the projected oversight costs related to inspection services are shown separately. District Engineer Abeyrathna added that Liu remains heavily involved in overseeing the project and communicates daily with the project inspector as a part of his routine administrative tasks.

Chair Simon inquired about the timing for recoating the clarifier pipes. Liu reported that the process is similar to other recoating projects where the pipes are pressure washed and recoated during the shutdown window. Liu stated that the pipe recoating work is anticipated to be completed within the next two weeks.

Chair Simon asked whether recoating the pipes is considered an industry standard practice when replacing valves. Liu responded that it is not typically included, but staff is taking advantage of having the contractor already mobilized on-site.

Chair Simon inquired how similar work could be incorporated into future contracts rather than being processed through change orders, noting that change orders can result in increased costs. Liu responded that similar recoating work would likely be structured as its own standalone project with a separate schedule in the future.

The Committee accepted the report.

8.2. DIGESTER REHABILITATION PROJECT

Staff reported on the status of the Digester Rehabilitation Phase I Project, which includes demolition of the existing digesters and associated piping, construction of a new sludge thickening facility with rotary drum thickeners (RDTs), and installation of a new dual-membrane digester gas holder.

On April 28, 2026, the Board awarded the construction contract to Myers & Sons

Construction, LLC in the amount of \$6,876,000. The Board also authorized execution of an agreement for construction management services with HDR Inc. and an amendment for engineering services during construction with Carollo Engineers. Staff reported that they are currently completing construction contract execution, coordinating assignment of the RDT contract with Andritz Separation Technologies, Inc., and conducting preconstruction coordination activities. Staff further reported that the preconstruction conference and issuance of the Notice to Proceed are anticipated following completion of contract execution and administrative startup activities. Construction mobilization is currently anticipated to begin in June 2026, with an estimated construction duration of 14 months. General Manager Williams inquired about the height of the gas storage membrane. Liu responded that he would follow up with the exact dimensions but stated that the membrane structure would be approximately as tall as the digesters.

General Manager Williams then inquired whether the membrane structure would be vulnerable to impacts or strikes. District Engineer Abeyrathna explained that the system utilizes a dual-membrane design and that safety measures, including protective bollards, will be incorporated into the project. He acknowledged that membrane systems inherently carry some risk, but noted that similar systems are successfully used at other treatment plants and have proven to be durable and reliable. General Manager Dang added that the membrane material is extremely thick and durable. General Manager Williams commented that while membranes may still be more vulnerable than concrete structures, he appreciated that protective safety measures would be incorporated into the design.

Chair Simon inquired whether there had been any known incidents involving membrane systems being struck by gunfire and whether the membranes could withstand a bullet impact. District Engineer Abeyrathna responded that he was not aware of any such incidents occurring, but acknowledged that the membrane would likely not withstand a bullet strike. He added that the gas holder has been strategically located within the facility and surrounded by other buildings and infrastructure for additional protection.

Chair Simon inquired about project photo documentation and whether project progress images could be shared with the public and students. District Engineer Abeyrathna confirmed that project managers take multiple photographs daily and stated that staff could provide a progress presentation or slide deck as construction advances.

General Manager Williams shared that CVSan previously utilized a time-lapse camera system during construction of its new facility, which continuously recorded the project over a two-year period. Chair Simon expressed support for the concept. General Manager Williams added that he would connect District Engineer Abeyrathna with CVSan outreach staff who coordinated the time-lapse footage.

The Committee accepted the report.

8.3. ENGINEERING BUILDING REMODEL

Staff reported on the status of the project, which provides for the construction of six offices, one storage room, and remodeling of the front lobby. The construction is currently approximately 65% complete.

The Committee accepted the report.

9. SEWER LINE REPLACEMENT (SLR) PROGRAM GOAL TRACKING

Staff provided a review on the amount of HDPE pipe installed as part of the strategic goal of 40 miles in the ground within 10 years. Over six miles of sewer pipes will be replaced through phases 9 and 10.

The Committee accepted the report.

10. COLLECTIONS PROJECTS

10.1. SEWER LINE REPLACEMENT PHASE 8

Staff will report on the status of the project, which provides for the replacement of 3.4 miles of vitrified clay pipe (VCP) with HDPE pipe. The construction is currently approximately 90% complete.

The Committee accepted the report.

10.2. SEWER REPLACEMENT PHASE 9

Staff reported on the status of the project, which provides for the replacement of approximately 3.4 miles of vitrified clay pipe (VCP) with high-density polyethylene (HDPE) pipe. The project was awarded to ABP General Engineering in the amount of \$5,181,880. Staff reported that the Notice to Proceed was issued on March 6, 2026, and that the contractor is anticipated to mobilize in July 2026.

Director Johnson inquired whether HDPE pipe is petroleum-based, which District Engineer Abeyrathna confirmed.

General Manager Williams inquired whether staff has observed increases in material pricing. Goh responded that bids for Sewer Replacement Phase 10 had recently been received and were highly competitive, with pricing lower than the bids received for Phase 9.

The Committee accepted the report.

10.3. SEWER LINE REPLACEMENT PHASE 10

Staff reported on the status of the Sewer Line Replacement Phase 10 project, which provides for the replacement of approximately 2.9 miles of vitrified clay pipe (VCP) with HDPE pipe. The project was advertised in March 2026. Bid Opening occurred on May 14, 2026. The Engineer's Estimate for the project is \$6,350,000. The bid results are shown in the table below:

No.	Bidder	Amount
1	Bay Pacific Pipeline, Inc.	\$5,050,280
2	Ranger Pipeline, Inc.	\$5,088,960

3	JDB & Sons Construction	\$5,368,800
4	Andes Construction	\$5,900,128
5	GSW Construction	\$5,958,640
6	Cratus, Inc.	\$6,148,980
7	California Trenchless, Inc.	\$6,812,263
8	KJ Woods Construction, Inc.	\$7,288,000

Staff reported that the apparent low bidder was Bay Pacific Pipeline, Inc. with a bid of \$5,050,280, followed closely by Ranger Pipeline, Inc. with a bid of \$5,088,960. Staff further reported that bid packages, bidder references, and responsiveness requirements are currently under review. Staff requested Committee concurrence to bring the project to the full Board for authorization to award the construction contract to the lowest responsive and responsible bidder upon completion of the review process.

District Engineer Abeyrathna reported that a defect had been identified within the apparent low bidder's bid package and that the matter is currently under review with legal counsel. He stated that the contract will likely not be awarded to Bay Pacific Pipeline, Inc. and could instead be awarded to Ranger Pipeline, Inc.

Chair Simon inquired about the nature of the defect. District Engineer Abeyrathna explained that the bid package did not include required information related to a subcontractor performing traffic control work, which exceeded one half percent of the total contract value.

Chair Simon inquired whether contingencies are included within the Engineer's Estimate. District Engineer Abeyrathna responded that contingency amounts are not included within the bid totals or bid schedule.

General Manager Williams confirmed that portions of the project involve rerouting sewer flow away from alignments beneath the freeway, which General Manager Dang confirmed.

Director Johnson inquired whether the District has an easement beneath the freeway. General Manager Williams clarified that the District's rights are through an encroachment permit rather than a formal easement.

The Committee accepted the report and directed staff to bring the project to the full Board for authorization to award the construction contract.

11. EBMUD WELL DEMOLITION PROJECT

11.1. EBMUD WELL DEMOLITION PHASE 2

Staff reported on the status of the EBMUD Well Demolition project Phase 2. This project will include demolition of the five EBMUD wells on district property. Notice to Proceed was issued on May 4, 2026.

The Committee accepted the report.

12. STAFF/DIRECTOR COMMENTS

Director Dean commended staff for their continued excellent work.

Chair Simon echoed Director Dean's comments and expressed appreciation to staff.

District Engineer Abeyrathna thanked the Committee for its support.

13. ADJOURNMENT

There being no further business to come before the Committee, Chair Simon adjourned the meeting at 10:41 a.m.

**MINUTES
FINANCE & INSURANCE COMMITTEE MEETING
ORO LOMA SANITARY DISTRICT**

FRIDAY, MAY 22, 2026

10:00 AM

**BOARDROOM, 2655 GRANT
AVENUE, SAN LORENZO, CA 94580**

1. CALL TO ORDER

Chair Lee called the meeting to order at 10:00 AM.

2. ROLL CALL: CHAIR LEE AND DIRECTOR DUNCAN

In attendance were Chair Lee, Director Duncan, General Manager Dang, and District Secretary Schofield

3. GENERAL PUBLIC

There were no members of the public present, and therefore no comments.

4. STRATEGIC PLAN GOALS REPORT & KEY PERFORMANCE INDICATORS

The Committee reviewed the progress of strategic goals related to Finance, including key performance indicators for cash and budget management, investment returns, and pension funding. Dang noted that there were no changes and that all indicators remained in the green, including under the updated legend.

The Committee accepted the report.

4.1. *Strategic Plan Goals Report & Key Performance Indicators*

[Strategic Plan Goals and Key Performance Indicators](#)

5. MONTHLY FINANCIAL REPORTS FOR

The Committee reviewed the financial statements, investment report, and vendor disbursement report for April.

Director Duncan inquired about the negative balance for Fund 15-0-2051 on the balance sheet by fund (page 31). General Manager Dang responded that he would follow up with an answer.

Director Duncan inquired about the internships related to account 15-2-4111 (page 34) and asked when the internships would end. General Manager Dang responded that the internships had ended.

Director Duncan inquired about the 21330 Cloth Filter Study (page 42), noting that the Board had approved exploring the option, but had not approved the project as part of the 10-Year Capital Plan. She also inquired about the cost presented at the joint meeting and noted that the estimate did not include engineering services. General Manager Dang responded that direction to explore the cloth filter project and include it in the 10-Year Capital Plan was part of his annual goals established by the Board of Directors. He clarified that inclusion in the plan did not constitute project approval, but rather served as a planning placeholder, and that the Board would have the opportunity to approve the

project at a later date. He further noted that because official engineering estimates were not yet available, only material costs had been included in the presentation, accompanied by a footnote and verbal clarification during the meeting that total project costs would likely be approximately double the material costs presented. Director Duncan stated that her preference would be to not include the project in the 10-Year Capital Plan until formally approved by the Board, although she understood its use as a placeholder and appreciated having a general understanding of the potential costs.

Director Duncan inquired about the "Investment in Plant or Equipment" line item on the balance sheet by fund (page 52) and whether it was related to the green carts, which General Manager Dang confirmed. Director Duncan then asked when the District would receive reimbursement for the green cart rollout costs, as the District had initially incurred the expense and the manufacturer was expected to reimburse the District. General Manager Dang responded that the reimbursement would appear under revenues for SB 1383 funding on the following page under account 85-0-3278, identified as the District SB 1383 fee. He stated that the District expects approximately \$1.6 million in revenue, a portion of which would offset the initial \$6 million cost of purchasing the carts. He further noted that approximately \$60,000 in outreach, planning, and staff time costs would likely not be reimbursed through SB 1383 funding, but instead through miscellaneous revenues, although he would confirm and follow up.

Director Duncan inquired about account 85-7-4180, Recognition Program (page 53), noting that the amount appeared high. General Manager Dang responded that the expense was related to the quarterly truck driver recognition program for drivers with 10 missed pickups or fewer during the quarter.

Director Duncan inquired about several items on the vendor disbursement report, including Burston Marketing, which staff explained was for branded promotional giveaways used for community engagement and outreach. She also inquired about Pencco, Inc., and asked why the District utilized multiple vendors for ferric chloride. General Manager Dang responded that vendors change annually through the Bay Area Chemicals Consortium bid process, of which Oro Loma is a member. He further explained that the District uses multiple vendors for different chemicals, such as sodium hypochlorite. Director Duncan commented that although the costs were significant, expenditures remained within budget.

Director Duncan noted the \$50 payment to Raftelis related to closing out the staffing study project.

Regarding the purchase order log, Director Duncan inquired about the \$37,000 software expense associated with the lateral program. She noted that in November 2025 she had requested a burn-down chart to track expenditures related to the lateral program, including the engineering building remodel and additional staffing costs, and requested that such a chart be provided moving forward. General Manager Dang responded that he would follow up with that information at the next Finance & Insurance Committee meeting. Director Duncan also inquired when revenue from the program was expected. General Manager Dang responded that revenue generation was expected to begin July 1, once the program was implemented and homes began selling.

Director Duncan inquired about the Precision Engineering costs associated with Well Demolition Phase 2 and referenced additional costs incurred during Phase 1. General Manager Dang responded that Phase 1 included demolition of above-ground infrastructure, while Phase 2 pertained to well demolition activities. Director Duncan then inquired whether EBMUD would reimburse the costs. General Manager Dang confirmed that EBMUD would reimburse both contractor and engineering costs associated with both phases of the project.

Director Duncan inquired whether the expense for Recycle Coach was an annual cost, which General Manager Dang confirmed.

Regarding credit card charges, staff explained that the charge from Cabana Dave's was for an employee recognition lunch, and the charge from Veridian Wastewater was for operator certification training classes for an operator and a mechanic.

The Committee accepted the report.

6. STAFF/DIRECTOR COMMENTS

Dang stated that he was excited to introduce the new Finance Manager next month.

Director Duncan wished everyone a wonderful holiday weekend.

Chair Lee stated that she looked forward to meeting the new Finance Manager and noted that she would be starting just before the end of the fiscal year. Chair Lee also asked that Finance Manager Moreno be informed that she is missed at the District and wished her a bright future.

7. ADJOURNMENT

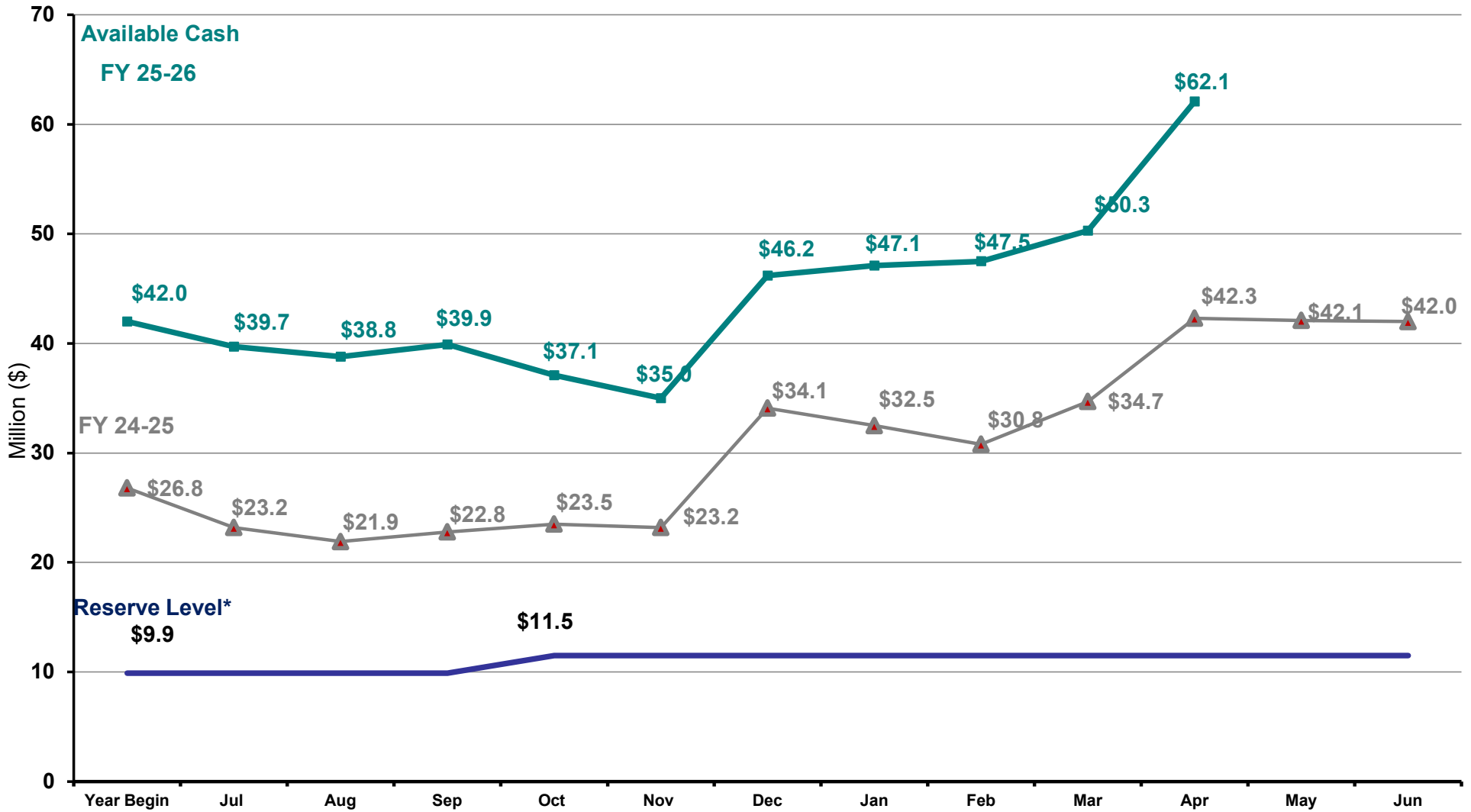
There being no further business to come before the Committee, Chair Lee adjourned the meeting at 10:27 p.m.

FINANCE and INSURANCE COMMITTEE STRATEGIC PLAN GOALS REPORT		
10-Year Goal	Intermediate Three-Year Goal	Status
Oro Loma will provide high value to the ratepayers today and in the future. High value includes making efficient and sustainable decisions while paying for needed infrastructure and maintaining rates within the lowest 50 percentile in Alameda County. (2021)	Perform annual sewer service charges survey for Alameda County jurisdictions and report the District's ranking within the County.	Oro Loma is the lowest sewer provider in Alameda County, Per the FY 2024-25 rate comparison completed in November, 2024 Oro Loma's sewer rates for SFR is 47% less than County Average. Per the FY 2025-26 rate comparison completed in October, 2025 Oro Loma's sewer rates for SFR is 42% less than County Average.
Maintain solid waste rates among the lowest in Alameda County. (2015)	Perform annual solid waste rates survey for Alameda County jurisdictions and report the District's ranking within the County.	On Track - Oro Loma continues to be one of the lowest solid waste provider in Alameda County, 30.7% less than County average as of October 2025.
Identify and communicate to the Board and to the public future funding needs for operations and projected regulatory/infrastructure upgrades. (2013)	Update and report to the Board the cash flow & investment timeline once per quarter. Perform 5-year cash flow projections at least once per year. Develop Prop 218 notice explaining the rate increase and associated needs in the District. The updated sewer service charges shall include funding of Capital projects.	Ongoing - Cash flow projections and State of District Finances are presented to the Board at least once a year. The State of the District Finances workshop took place in April 2026. PFM Asset Manager's statements are presented monthly to the F&I Committee. PFM presents the annual results to the F&I Committee and the Board in September. FY 2024-25 results were presented at the August F&I Meeting and to the full Board on September 9, 2025. 5-Yr Cash Flow Projections were presented to the F&I Committee on December 19, 2025.
Build Capital Asset Program funding into rate structure by 2029.	Raise sewer service charges at a minimum of 7.5% per year in the next rate setting process (FYs 21/22-25/26). The portion of rate increase above inflation to be used to fund the capital program.	A Rate Study was completed in December 2023, followed by Prop 218 notices sent in March 2024. The District held an informational workshop on April 10, 2024, and after a public hearing on May 21, 2024, the Board adopted new sewer service charges with Resolution No. 3776. Oro Loma is in year 2 of its 5-year, 15% rate plan (FY 2024-25 to FY 2028-29). The District continues to fund the capital program by using the portion of rate increase above inflation and by debt financing.
Produce timely, accurate, transparent, and useful financial reports. (2013)	Issue monthly financials by the 10th of the following month. Develop real-time management to financial data.	Financial Statements are issued by the 10th of the following month. Real-time management of financial data refers to giving managers immediate, up-to-date access to the Districts' financial information within Financial Edge NXT (FE), the Districts' accounting system. It means managers can view current transactions, budgets, and account activity as they happen, rather than waiting for periodic reports.

Not started.
In progress
Ahead or on time for meeting goal.
Will not meet goal.

Cash Balances

FY 2025-26 to Date

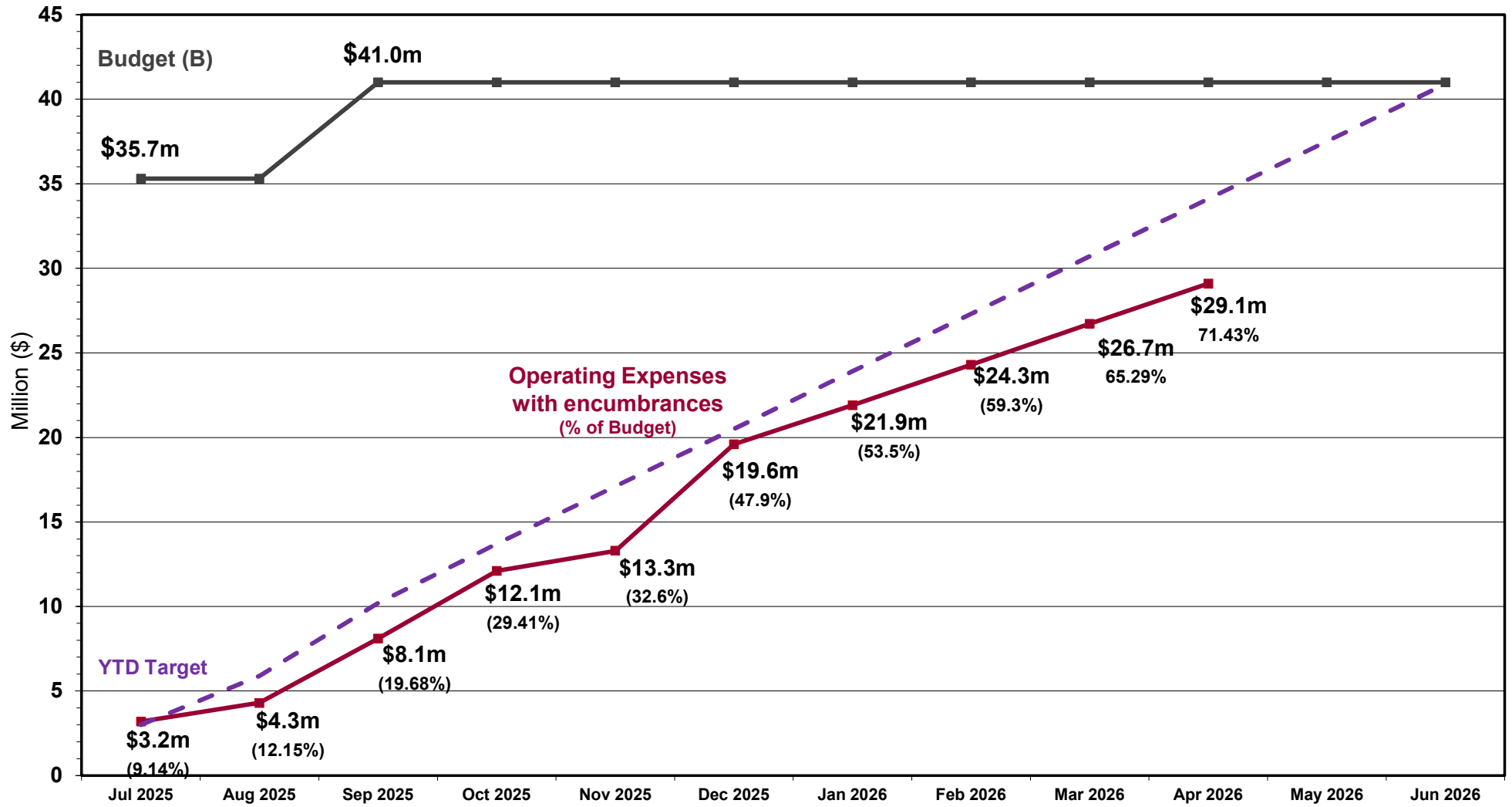


*Board approved reserve level = Half of the annual sewer revenues from Alameda County

Note (1) Alameda County payments are received in December and April each year.

Operating Expenses vs. Budget

FY 2025-26 to Date

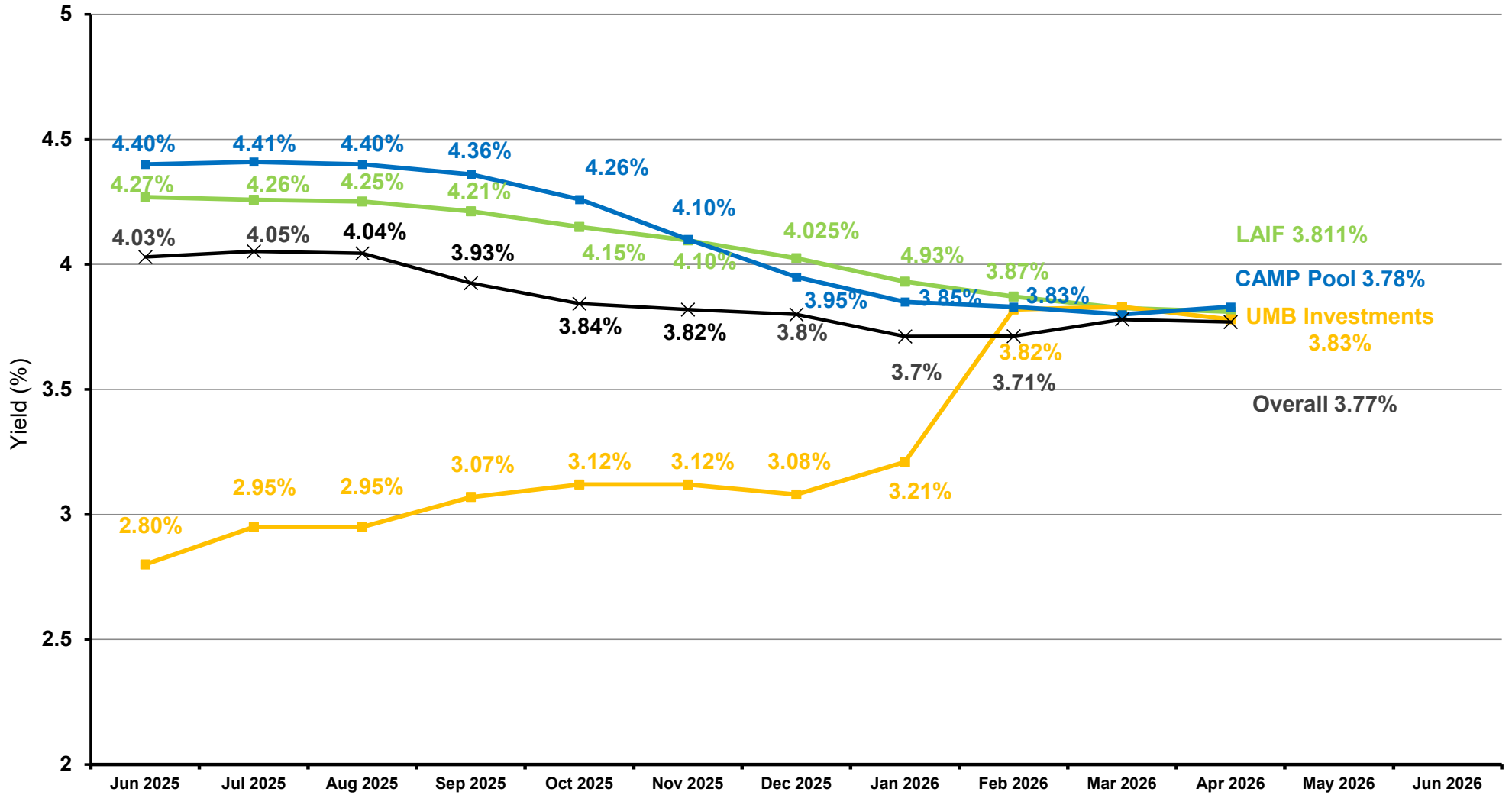


(A) Current month YTD Expenses were \$29.1m, compared to \$21.9m during the same period last year.

(B) Budget increased due to Budget Amendment No. 1, approved by the Board September 2025.

Investment Yields

FY 2025-26 to Date



(1) CAMP and LAIF continue to deliver strong returns of 3.8% and 3.87%.

(2) UMB Securities remained consistent at 3.83%.

Oro Loma Sanitary District BALANCE SHEET SUMMARY

As of April 30, 2026

	ASSETS 04/30/2026	LIABILITIES 04/30/2026	NET POSITION 04/30/2026
SEWER SERVICES			
(15) OPERATIONS & MAINTENANCE	\$162,415,321.17	\$67,699,498.58	\$94,715,822.59
(20) INSURANCE	\$716,282.69	\$0.00	\$716,282.69
(71) FLEX PLAN	\$22,914.14	\$0.00	\$22,914.14
(40) RENEWAL & REPLACEMENT	\$14,807,526.20	(\$452,647.06)	\$15,260,173.26
(45) CAPITAL IMPROVEMENT PROGRAM	\$21,519,039.86	\$1,576,830.49	\$19,942,209.37
SUBTOTAL SEWER SERVICES	\$199,481,084.06	\$68,823,682.01	\$130,657,402.05
SOLID WASTE SERVICES			
(85) SOLID WASTE & RECYCLING	\$20,156,377.37	\$0.00	\$20,156,377.37
(77) GARBAGE DELINQUENCY RECOVERY	\$804,640.19	\$0.00	\$804,640.19
SUBTOTAL SOLID WASTE SERVICES	\$20,961,017.56	\$0.00	\$20,961,017.56
RECYCLING SERVICES			
(86) RECYCLING	(\$35,878.39)	\$0.00	(\$35,878.39)
SUBTOTAL RECYCLING SERVICES	(\$35,878.39)	\$0.00	(\$35,878.39)
TOTAL ALL SERVICES	\$220,406,223.23	\$68,823,682.01	\$151,582,541.22

Oro Loma Sanitary District

COMBINING SCHEDULE OF REVENUES & EXPENSES

For the Period Ended April 30, 2026

	Budget	Month to Date 04/30/2026	Year to Date 04/30/2026	Encumbrances 04/30/2026	Variances	% of Budget
OPERATING REVENUES						
DISTRICT SERVICE CHARGES	\$28,606,800.00	\$765,666.80	\$27,245,869.04	\$0.00	(\$1,360,930.96)	95.24%
AGENCY TREATMENT CHARGES	\$6,384,900.00	\$1,164,468.87	\$3,729,174.92	\$0.00	(\$2,655,725.08)	58.41%
PERMITS & INSPECTION FEES	\$210,000.00	\$8,468.96	\$222,058.10	\$0.00	\$12,058.10	105.74%
SANITARY TRUCK WASTE CHARGES	\$20,000.00	\$935.00	\$7,810.00	\$0.00	(\$12,190.00)	39.05%
GREASE RECEIVING CHARGES	\$150,000.00	\$4,094.81	\$104,817.18	\$0.00	(\$45,182.82)	69.88%
BIOSOLID CHARGES	\$100,000.00	\$0.00	\$72,755.93	\$0.00	(\$27,244.07)	72.76%
CONTRACT FEES	\$2,272,600.00	\$547,315.38	\$3,092,110.75	\$0.00	\$819,510.75	136.06%
DISTRICT SB 1383 FEE	\$1,622,900.00	\$336,534.00	\$1,514,311.00	\$0.00	(\$108,589.00)	93.31%
LANDFILL FEES - MEASURE D	\$370,000.00	\$0.00	\$265,418.64	\$0.00	(\$104,581.36)	71.73%
OVERHEAD REVENUE	\$825,000.00	\$108,907.48	\$805,503.42	\$0.00	(\$19,496.58)	97.64%
TOTAL OPERATING REVENUES	\$40,562,200.00	\$2,936,391.30	\$37,059,828.98	\$0.00	(\$3,502,371.02)	91.37%
OPERATING EXPENSES						
SEWAGE COLLECTIONS (O&M)	\$3,030,200.00	\$206,233.97	\$2,196,711.13	\$0.00	\$833,488.87	72.49%
SEWAGE COLLECTIONS (R&R)	\$2,385,470.00	\$48,526.00	\$660,084.48	\$614,894.70	\$1,110,490.82	53.45%
SEWAGE TREATMENT OPERATIONS (O&M)	\$8,825,800.00	\$622,702.31	\$6,082,404.96	\$754,320.24	\$1,989,074.80	77.46%
SEWAGE TREATMENT MAINTENANCE (O&M)	\$3,831,500.00	\$302,471.87	\$2,977,900.34	\$18,021.62	\$835,578.04	78.19%
SEWAGE TREATMENT PLANT (R&R)	\$9,273,130.00	\$84,120.55	\$1,201,746.50	\$4,625,656.18	\$3,445,727.32	62.84%
ENGINEERING (O&M)	\$1,436,900.00	\$146,102.03	\$1,092,080.50	\$4,522.50	\$340,297.00	76.32%
ENGINEERING (R&R)	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	0.00%
ADMINISTRATION AND GENERAL (O&M)	\$2,923,000.00	\$275,268.89	\$2,237,037.47	\$21,272.68	\$664,689.85	77.26%
ADMINISTRATION AND GENERAL (R&R)	\$602,100.00	\$106,586.69	\$297,920.33	\$149,375.12	\$154,804.55	74.29%
EFFLUENT DISPOSAL - EBDA (O&M)	\$1,076,700.00	\$3,148.75	\$749,370.40	\$0.00	\$327,329.60	69.60%
EFFLUENT DISPOSAL - EBDA (R&R)	\$175,000.00	(\$135.37)	\$166,500.00	\$0.00	\$8,500.00	95.14%
POST EMPLOYMENT BENEFITS	\$0.00	\$7,808.83	\$326,230.52	\$0.00	(\$326,230.52)	0.00%
DEPRECIATION	\$5,330,600.00	\$380,007.58	\$3,800,075.80	\$0.00	\$1,530,524.20	71.29%
DECREASE IN CARRYING VALUE OF EBDA	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00	0.00%
SOLID WASTE & RECYCLING	\$1,925,600.00	\$160,393.67	\$1,205,463.51	\$51,208.56	\$668,927.93	65.26%
TOTAL OPERATING EXPENSES	\$40,927,000.00	\$2,343,235.77	\$22,993,525.94	\$6,239,271.60	\$11,694,202.46	71.43%
OPERATING INCOME (LOSS)	(\$364,800.00)	\$593,155.53	\$14,066,303.04	(\$6,239,271.60)	\$8,191,831.44	(2,145.57%)

Notes:

(A) Contract Fees Revenue was 11.98% over budget as of 3/31/26 - This balance is comprised of WM L1-L3 Trash Collection, Recycling and Organics contract fees. The increase is due to actual waste-collection rate increase of 4.39% was higher than the 2% budgeted. Additionally there were \$75K in contract fees directly related to Smart Truck fees as of 3/31/26.

Oro Loma Sanitary District

COMBINING SCHEDULE OF REVENUES & EXPENSES

For the Period Ended April 30, 2026

	Budget	Month to Date 04/30/2026	Year to Date 04/30/2026	Encumbrances 04/30/2026	Variances	% of Budget
NONOPERATING REVENUES						
INVESTMENT INCOME	\$300,000.00	\$154,322.41	\$1,216,473.79	\$0.00	\$916,473.79	405.49%
FAIR MARKET VALUE INCREASE/DECREASE	\$0.00	\$0.00	(\$58,322.15)	\$0.00	(\$58,322.15)	0.00%
RENTS & LEASES	\$100,000.00	\$5,653.75	\$116,612.38	\$0.00	\$16,612.38	116.61%
CAPITAL GRANTS	\$137,700.00	\$0.00	\$0.00	\$0.00	(\$137,700.00)	0.00%
OTHER MISCELLANEOUS REVENUES	\$55,000.00	(\$7,473.49)	\$728,868.92	\$0.00	\$673,868.92	1,325.22%
RECOVERY OF UNCOLLECTIBLE ACCTS	\$40,000.00	\$0.00	\$66,285.89	\$0.00	\$26,285.89	165.71%
GRANT REVENUES	\$0.00	\$0.00	\$3,315.49	\$0.00	\$3,315.49	0.00%
TOTAL NONOPERATING REVENUES	\$632,700.00	\$152,502.67	\$2,073,234.32	\$0.00	\$1,440,534.32	327.68%
NONOPERATING EXPENSES						
WRITE OFF OF UNCOLLECTIBLE ACCTS	\$15,000.00	\$6,902.12	\$6,902.12	\$0.00	\$8,097.88	46.01%
DEBT SERVICE INTEREST	\$810,000.00	\$188,743.76	\$318,974.49	\$0.00	\$491,025.51	39.38%
CONTINGENCY	\$340,000.00	\$0.00	\$0.00	\$0.00	\$340,000.00	0.00%
TOTAL NONOPERATING EXPENSES	\$1,165,000.00	\$195,645.88	\$325,876.61	\$0.00	\$839,123.39	27.97%
INCOME (LOSS) BEF CONTRIBS & TRSFS	(\$897,100.00)	\$550,012.32	\$15,813,660.75	(\$6,239,271.60)	\$10,471,489.15	(1,067.26%)
OTHER CONTRIBUTIONS & REPAYMENTS						
+CONNECTION FEES	\$200,000.00	\$0.00	\$145,667.21	\$0.00	(\$54,332.79)	72.83%
+CVSD REPAYMENTS FOR CIP	\$999,800.00	\$229,646.97	\$1,039,236.64	\$0.00	\$39,436.64	103.94%
-CIP EXPENDITURES	(\$40,538,800.00)	(\$832,205.14)	(\$10,634,385.45)	(\$10,119,657.82)	(\$19,784,756.73)	51.20%
OTHER CONTRIBUTIONS & REPAYMENTS	(\$39,339,000.00)	(\$602,558.17)	(\$9,449,481.60)	(\$10,119,657.82)	\$19,769,860.58	49.74%
NET RESULTS	(\$40,236,100.00)	(\$52,545.85)	\$6,364,179.15	(\$16,358,929.42)	\$30,241,349.73	24.84%

Notes:

(B) Miscellaneous Revenues were over budget by \$681K as of 3/31/26 - Other Miscellaneous Revenues is comprised of other than sewer rate and solid waste fees, other than core-business fees. Actual results include Project Cost Reimbursements received in the current fiscal year: (Tesla Battery SGIP Rebate and energy credit, Valle Water project, net of CVSD Share) \$648K; Other (Sales of Surplus Items, Safety Reimb. CSRMA \$8K; Quarterly credit card rebate \$3.5K; with the remainder comprised of penalty charges collected by Alameda County.

**ORO LOMA SANITARY DISTRICT
INVESTMENTS AND DEPOSITS REPORT
APRIL 2026**

FUND #	FUND NAME	INVESTMENT LIMITS	% OF TOTAL	CURRENT FY 4/30/2026	LAST FY 6/30/2025
LOCAL AGENCY INVESTMENT FUND (LAIF) #1013					
15	GENERAL FUND - SEWER SERVICE			\$ (10,414,076.00)	\$ (7,316,843.94)
20	INSURANCE FUND			(94,854.89)	(94,854.89)
40	RENEWAL & REPLACEMENT FUND			14,187,302.41	9,287,302.41
45	CAPITAL IMPROVEMENT PROGRAM FUND			(18,321,487.59)	(12,821,487.59)
85	SOLID WASTE / GARBAGE FUND			14,710,364.11	8,189,927.17
86	RECYCLING FUND			-	2,820,436.94
COMBINED CASH BALANCE IN LAIF		(a) \$0 - \$50m	0.11%	\$ 67,248.04	\$ 64,480.10
UMB BANK					
				Book Value 4/30/2026	Book Value 6/30/2025
45	AGENCY BONDS	(f) 30% in 1 agn.	0.80%	\$ 498,750.00	\$ 5,667,544.23
40	CERTIFICATES OF DEPOSIT	(b) 30%	0.00%	-	271,132.63
45	COMMERCIAL PAPER	(j) 25%	0.79%	490,731.52	-
45	CORPORATE BONDS	(k) 30%	2.66%	1,651,471.65	628,966.06
45	TREASURY NOTES	(d) None	9.01%	5,592,340.18	2,479,890.08
45	AGENCY COMM MBS	(e) 30%	1.24%	771,917.03	-
45	ASSET-BACKED SECURITY	(n) 20%	0.03%	\$19,999.56	-
40/45	CASH	(i) 20%	0.45%	279,317.87	22,657.26
	TOTAL AT COST			9,304,527.81	9,070,190.26
	FAIR MARKET VALUE ADJUSTMENT TO INVESTMENTS			(73,915.67)	(260,264.23)
COMBINED INVESTMENT BALANCE IN UMB BANK			14.87%	\$ 9,230,612.14	\$ 8,809,926.03
CAMP #1015					
15	CAMP	(i) None	80.06%	\$ 49,689,828.85	\$ 30,255,785.31
U.S. BANK CHECKING ACCOUNT #1010					
15	GENERAL FUND - SEWER SERVICE			\$ 398,879.43	\$ 81,322.57
20	INSURANCE FUND			665,175.08	738,241.43
40	RENEWAL & REPLACEMENT FUND			421,423.16	350,911.05
45	CAPITAL IMPROVEMENT PROGRAM FUND			415,332.77	866,569.99
71	FLEX PLAN TRUST			22,914.14	(852.97)
77	ALAMEDA CO. WMAC A/R RECOVERY			604,924.22	663,572.33
85	SOLID WASTE / GARBAGE FUND			547,626.37	456,984.12
86	RECYCLING FUND			-	116,750.53
COMBINED CASH BALANCE IN U.S. BANK		(i) 20%	4.96%	\$ 3,076,275.17	\$ 3,273,499.05
PETTY CASH FUNDS				\$ 1,500.00	\$ 1,500.00
TOTAL CASH & INVESTMENTS			100%	\$ 62,065,464.20	\$ 42,405,190.49

Current Board-approved reserve level \$11,450,000

4/30/2025	42,283,679.45	Net Change from 6/30/25	\$ 19,781,784.75
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Net Change from same period last year

NOTE: THESE INVESTMENTS HAVE BEEN MADE IN ACCORDANCE TO THE DISTRICT'S INVESTMENT POLICY, REVIEWED ANNUALLY. THE FY 2025-26 POLICY WAS REVIEWED AND APPROVED BY THE F&I COMMITTEE ON 12/19/25, AND THE FULL BOARD ON 12/23/25. THE INVESTMENT PROGRAM PROVIDES SUFFICIENT CASH FLOW FOR THE DISTRICT TO MEET EXPENDITURE REQUIREMENTS FOR THE NEXT SIX MONTHS.

ORO LOMA SANITARY DISTRICT
WIRE TRANSFERS TRANSACTIONS DURING MONTH OF :

April 2026

U.S. BANK CHECKING ACCOUNT #1534-00224561

TRANSACTION DATE	TRANSFER FROM	TRANSFER TO	AUTH. BY	AMOUNT	EXPLANATION	CONFIRM. #
NET AMOUNT OF WIRE TRANSFERS TO/FROM LAIF				\$ -		
NET AMOUNT OF WIRE TRANSFERS TO/FROM UMB BANK				\$ -		
04/15/26	U.S. Bank	CAMP	LM	\$ (12,000,000.00)	Transfer from U.S. Bank to CAMP	4427456
NET AMOUNT OF WIRE TRANSFERS TO/FROM CAMP				\$ (12,000,000.00)		

LIST OF WIRE TRANSFER ACTIVITIES
LOCAL AGENCY INVESTMENT FUND ACCOUNT# 70-01-001
 April 2026

BALANCE	04/01/26	\$	66,595.43
Quarterly interest		\$	652.61
Conf #		\$	-
NET FOR CURRENT MONTH		\$	652.61
BALANCE	04/30/26	\$	67,248.04

LIST OF ACCOUNT ACTIVITIES
U.S. BANK ACCOUNT# 1534-00224561
 April 2026

BALANCE	04/01/26	\$	3,477,561.63
CASH RECEIPTS:			
BANK DEPOSITS (AT BRANCH OR DEP EXPR)		\$	6,206,264.47
BANK DEPOSITS (COUNTY WIRE TRANSFER)		\$	7,164,548.96
BANK DEPOSITS (WMAC WIRE TRANSFER)		\$	883,849.38
ELECTRONIC PERMIT RECEIPTS		\$	3,258.96
CASH DISBURSEMENTS:			
A/P VENDOR PAYMENTS (BY CHECKS OR EFTs)		\$	(1,595,023.35)
CALPERS RETIREMENT UAL PAYMENT			
PAYROLL DISBURSEMENTS -			
PAYROLL 07-26 (DIRECT DEPS/CHECKS)		\$	(212,939.94)
(TAXES)		\$	(73,569.24)
PAYROLL 08-26 (DIRECT DEPS/CHECKS)		\$	(194,455.36)
(TAXES)		\$	(68,148.70)
PAYROLL 09-26 (DIRECT DEPS/CHECKS)		\$	(194,318.84)
(TAXES)		\$	(65,594.25)
PAYROLL REMITANCES (MISSION, PARS, PERS)		\$	(252,260.26)
BANK RECON ITEMS		\$	(2,898.29)
LAIF TRANSFERS (NET)			
UMB BANK TRANSFERS (NET)		\$	-
CAMP TRANSFERS (NET)		\$	(12,000,000.00)
TRANSFER TO US BANK TRUST			
NET FOR CURRENT MONTH		\$	(401,286.46)
BALANCE	04/30/26	\$	3,076,275.17

**Operations Department
April 2026
Monthly Activity Report**

EFFLUENT QUALITY	PERMIT LIMIT	ACTUAL
Monthly Effluent Suspended Solids	30 mg/l	3.7 mg/l
Total Suspended Solids Removal	85%	99%
Monthly Effluent CBOD	25 mg/l	6.6 mg/l
CBOD Removal	85%	96%
Weekly Effluent Suspended Solids	45 mg/l	4.4 High DNQ 1.8 Low
Weekly Effluent CBOD	40 mg/l	14 High 3.0 Low
H ₂ S (12-month average)	200 ppm	128 ppm

Average Daily Flow	14.3 MGD
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PLANT PROCESS:

- EBDA effluent standards were met 100 % of the time.

SKYWEST:

- 1.92 million gallons were supplied to Skywest Golf Course during the month.

COGENERATION PERFORMANCE:

- This month, the co-gens provided 76.0% of the plant's electrical demand.
- Solar produced 1187 kilowatt-hours (Administration Building).

AVERAGE HORIZONTAL LEVEE FLOWS:

- 50,000 gallons per day supplied to the Horizontal Levee.

EBDA FACILITIES:

- Completed 30 preventative maintenance tasks

OLSD FACILITIES:

- Completed 34 preventative maintenance tasks.

BOILER GAS HOURS:

- Digester gas – 223 hours and 0 minutes
- Natural gas – 0 hours and 0 minutes

SAFETY AND TRAINING:

- Bi-Weekly Cybersecurity Training.
- Attended bi-weekly safety meetings.
- Health and Wellness.
- Operator training in Settleability and Microscopic Examination.
- Spill prevention, Control, and Containment.
- Hazardous Waste Handling.
- Round sheet incorporation into target solutions.
- Confined Space Entry Training.

SPECIAL PROJECTS:

- Working in ponds #2 and #5.
- Centralized maintenance management system selection.
- Plant housekeeping and cleaning.

- Working on lockout/tagout protocols.
- Supported work completed on the chemical clarifier project.
- Adjusted high and low dissolved oxygen level set points for the nutrient removal system for ammonia reduction.
- Took one chlorine contact chamber out of service for maintenance.
- Operated the chemical primary system during wet weather.
- Assisting Engineering with primary clarifier rehabilitation.
- Sampled anoxic zones for denitrification performance.
- Performed jar testing with the polymer vendor to optimize belt press and gravity belt thickener performance.
- Worked with Maintenance to continuously run iron sponge as the digesters' primary hydrogen sulfide reduction system.

**Maintenance Department
April 2026
Monthly Activity Report**

	PREVIOUS OUTSTANDING	ISSUED	COMPLETED	OUTSTANDING
Total Number of Corrective Work Orders	27	44	52	19
Total Number of PREVENTATIVE MAINTENANCE Work Orders	34	154	161	27
Total Number of Work Orders	61	198	213	46
Total PREVENTATIVE MAINTENANCE Tasks at EBDA and Skywest	0	21	21	0

% Preventive Maintenance of Total Maintenance (total preventive/total w.o. current+previous) 72.59%
 % Completed of Total Assignment (total completed/total w.o. current+previous) 82.24%
 Vehicle Service Hours 46.75 hrs.

MAINTENANCE DEPARTMENT ACTIVITIES:

- Completed quarterly preventive maintenance to inspect and clean grit washer 1 at headworks. – Charvet
- Completed quarterly preventive maintenance on the Aerzen fine bubble. – Charvet
- Performed semi-annual oil level check and sample on the grit blower. – Ledford
- Completed headlight replacement on the 3500-sprinter van. – Ledford
- Completed tire rotation on Ford Ranger. – Grimsley
- Performed adjustment of the boom hook on the Sterling Vaccon. – Grimsley
- Completed monthly preventive maintenance to analyze the emissions of co-gens #1 and #2. – Hansen
- Performed monthly preventive maintenance to check and maintain the SAG system chiller. – Hansen
- Completed modification of the new maintenance hole jack for Champion Rodder. – Haynes
- Completed semi-annual preventive maintenance on maintenance 1500 Silverado. – Haynes
- Performed repair of ML return 2b4 pump fuse issue. – Nausin
- Performed annual preventive maintenance on the telemetry system for the Wickman Lift Station. – Nausin
- Completed semi-annual preventive maintenance to inspect and maintain 2500 Silverado. – Fletcher
- Completed setup of new lift station truck vehicle #79. – Fletcher
- Performed semi-annual preventive maintenance to check the indication lights on the UPS at the Blackstone Lift Station. – Goodman
- Performed cleaning and inspection of the MLSS TSS meter. – Goodman
- Completed packing adjustment on leaking influent pump #3. – Lahey
- Performed the monthly preventive maintenance to inspect and change the filters on the Neuros Blowers. – Lahey

MAINTENANCE DEPARTMENT MEETINGS:

- Confined Space Training
- Spill Prevention, Control, and Countermeasures Plan

AFTER NORMAL HOURS CALLS: Plant – 1, Lift Stations – 0

CO-GEN UPTIME: Engine #1 – 99%, Engine #2 – 99%

TREATMENT PLANT PERFORMANCE

DATE	Raw Wastewater			Primary Effluent	Mixed Liquor			Final Effluent				Overall Plant Removal Percent	
	Total Flow	CBOD	TSS	TSS	MLSS	SVI	SRT	CBOD (mg/l)		TSS (mg/l)		CBOD	TSS
	MGD	mg/l	mg/l	mg/l	mg/l	mL/gr	Days	Target	Actual	Target	Actual	%	%
Oct-23	9.8	223	328	112	1765	178	9.8	25	5	30	3	98%	99%
Nov-23	9.8	220	338	115	1763	162	9.7	25	5	30	3	98%	99%
Dec-23	11.1	221	320	110	1817	356	10.6	25	4	30	4	98%	99%
Jan-24	16.3	125	194	104	1742	300	9.0	25	16	30	13	87%	93%
Feb-24	19.4	111	190	99	1519	360	8.6	25	12	30	DNQ 2.9	89.2%	97.0%
Mar-24	15.3	150	203	100	2570	140	17.9	25	3	30	1.9 DNQ	97.9%	99.0%
Apr-24	13.1	163	259	109	2292	143	21.3	25	5	30	2.5 DNQ	97.2%	99.0%
May-24	12.1	165	267	120	2075	151	21.7	25	4	30	2.8 DNQ	97.7%	99.0%
Jun-24	11.0	197	318	97	2305	109	24.4	25	4	30	2.1 DNQ	98.2%	99.4%
Jul-24	10.8	228	321	94	2331	90	24.5	25	6	30	4.3	97.6%	98.7%
Aug-24	10.6	233	358	100	2280	110	15.2	25	3	30	2.0 DNQ	98.5%	99.4%
Sep-24	10.4	236	335	110	2116	136	13.9	25	4	30	2.4 DNQ	98.2%	99.3%
Oct-24	9.7	212	345	103	2130	204	14.4	25	4	30	2.4 DNQ	98.0%	99.3%
Nov-24	10.4	201	318	105	1826	231	11.4	25	5	30	1.4 DNQ	97.7%	99.6%
Dec-24	13.2	200	265	126	1867	97	9.5	25	4	30	2.0 DNQ	97.8%	99.3%
Jan-25	10.9	200	354	104	1680	98	67.9	25	ND	30	1.2 DNQ	98.7%	99.7%
Feb-25	16.0	172	285	108	1681	201	7.9	25	ND	30	1.8 DNQ	97.5%	99.4%
Mar-25	12.8	161	316	131	1507	120	13.6	25	ND	30	2.6 DNQ	95.7%	99.2%
Apr-25	10.9	184	306	134	1796	96	9.2	25	ND	30	1.9 DNQ	97.8%	99.4%
May-25	10.2	163	362	122	1754	65	24.6	25	ND	30	2.6 DNQ	97.9%	99.3%
Jun-25	10.1	210	293	117	2134	51	48.2	25	3.0	30	2.4 DNQ	98.6%	99.2%
Jul-25	9.7	196	299	107	1756	90	14.4	25	ND	30	3.1	97.8%	99.0%
Aug-25	9.9	200	382	119	1891	106	23.2	25	4.0	30	2.8 DNQ	98.0%	99.3%
Sep-25	9.7	200	344	144	1891	136	7.7	25	ND	30	3.2	98.1%	99.1%
Oct-25	10.2	183	368	129	2032	173	8.4	25	ND	30	2.3 DNQ	98.2%	99.4%
Nov-25	11.4	235	306	125	1548	171	5.2	25	ND	30	2.4 DNQ	98.2%	99.2%
Dec-25	12.5	213	266	118	1622	154	5.8	25	ND	30	3.9	96.4%	98.5%
Jan-26	14.8	158	280	112	1752	106	8.1	25	ND	30	2.7 DNQ	96.6%	99.0%
Feb-26	14.8	164	304	115	1767	82	6.3	25	ND	30	5.3	94%	98%
Mar-26	12.1	202	294	150	1685	157	5.8	25	ND	30	2.6 DNQ	97%	99%
Feb-26	14.8	164	304	115	1767	82	6.3	25	ND	30	5.3	94%	98%
Apr-26	14.3	162	270	184	1750	103	7.8	25	ND	30	3.8	96%	99%
Average	12.1	189	303	117	1888	149	15.4	25	5	30	3.1	96.9%	98.8%

ORO LOMA HISTORY

2025 APR - 2026 APR

	OLSD	CVSD	Total Treated	CVSD	Skywest	Plant Flow	Ave Daily	Max Daily	Min Daily	Co-gen	Solar	Electric	PG&E	Net
	Flow	Flow	Flow	Flow Ratio	Flow	to EBDA	Flow	Flow	Flow	Generated	Generated	Returned	Electricity	Purchase
	MG	MG	MG	%	MG	MG	MGD	MGD	MGD	KWH	KWH	KWH	Purchased KWH	KWH
2025 APR	227.0	100.0	327.0	30.6	1.6	325.4	10.9	13.3	9.0	576,000	72,710	1,693	70,455	68,762
2025 MAY	222.1	95.4	317.5	30.1	1.7	315.8	10.2	12.2	9.4	546,240	90,752	1,379	69,159	67,780
2025 JUN	215.4	87.3	302.7	28.8	1.7	301.0	10.1	11.1	8.9	500,640	85,020	1,258	83,524	82,266
2025 JUL	213.3	88.7	302.0	29.4	2.8	299.2	9.7	10.9	8.3	533,280	78,763	1,389	110,882	109,493
2025 AUG	219.4	88.8	308.2	28.8	1.6	305.4	9.9	10.7	9.0	521,760	73,616	42,825	107,200	64,375
2025 SEP	204.8	85.5	290.3	29.5	2.2	288.1	9.7	10.9	8.5	514,080	52,123	23,945	78,675	54,730
2025 OCT	224.4	91.8	316.2	29.0	1.1	315.1	10.2	13.7	8.0	470,880	46,683	14,416	147,534	133,118
2025 NOV	236.3	104.5	340.8	30.7	1.1	339.7	11.4	16.9	9.1	515,520	31,955	10,864	166,461	155,597
2025 DEC	263.2	123.0	386.2	31.8	1.7	384.5	12.5	23.9	9.2	537,120	26,329	10,102	147,358	137,256
2026 JAN	313.1	144.3	457.4	31.5	0.0	457.4	14.8	30.3	11.3	521,760	30,332	12,248	147,143	134,895
2026 FEB	281.3	132.5	413.8	32.0	0.0	413.8	14.8	31.6	9.8	396,960	35,715	8,605	246,544	237,939
2026 MAR	268.8	105.1	373.9	28.1	0.8	373.1	12.1	13.2	11.2	533,760	64,281	12,917	151,898	138,981
2026 APR	303.8	125.9	429.7	29.3	1.9	427.8	14.3	29.9	10.5	524,640	64,756	7,868	170,111	162,243
Average	240.8	103.9	344.7	30.0	1.4	343.2	11.4	16.6	9.3	514000	57357	11803	127236	115433
Maximum	313.1	144.3	457.4	32.0	2.8	457.4	14.8	31.6	11.3	576000	90752	42825	246544	237939
Minimum	204.8	85.5	290.3	28.1	0.0	288.1	9.7	10.7	8.0	396960	26329	1258	69159	54730

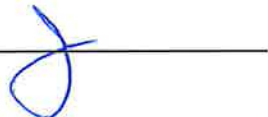
**ORO LOMA SANITARY DISTRICT OPERATING REPORT
METALS SUMMARY (ug/L)**

	FLOW *	CYANIDE	ARSENIC		CADMIUM	CHROMIUM	COPPER	LEAD	NICKEL	SILVER	ZINC	SELENIUM	PAH'S	MERCURY
September 2023	9.1	2.1	1.1		0.050	0.41	4.2	0.22	1.7	0.051	41	0.78		
October 2023	9.5	1.9	0.98		0.050	0.35	5.7	0.37	1.5	0.051	38	0.37		
November 2023	9.4	1.7	0.82		0.050	0.33	2.9	0.24	1.2	0.051	36	0.41		0.0012
December 2023	10.6	1.8	1.0		0.050	0.40	5.4	0.28	1.4	0.051	45	0.61		
January 2024	12.5	1.1	1.5		0.050	0.33	5.3	0.30	1.7	0.051	35	0.82		
February 2024	25.6	1.1	2.0		0.050	0.45	3.8	0.18	1.8	0.051	24	0.80		0.0023
March 2024	16.7	3.6	1.8		0.050	0.36	3.4	0.18	1.9	0.051	26	0.70		
April 2024	16.2	3.4	1.8		0.050	0.43	5.1	0.32	3.3	0.051	38	0.76		
May 2024	11.2	4.0	1.4		0.050	0.41	4.7	0.22	1.6	0.051	39	0.49		0.0021
June 2024	11.6	1.5	0.97		0.050	0.37	4.1	0.21	1.5	0.051	42	0.58		
July 2024	10.6	5.5	1.10		0.050	0.49	12.0	0.33	1.5	0.051	57	0.37		
Agust 2024	10.4	3.6	1.00		0.050	0.44	9.5	0.41	1.3	0.051	49	0.41		0.0021
September 2024	10.2	4.5	0.93		0.050	0.36	4.7	0.27	1.2	0.051	36	0.37		
October 2024	8.4	4.1	0.65		0.050	0.39	4.7	0.26	1.4	0.051	39	0.52		
Novemner 2024	9.0	2.5	1.20		0.050	0.49	3.4	0.29	1.2	0.051	31	0.64		0.0012
December 2024	9.7	4.5	0.89		0.050	0.28	3.8	0.23	1.3	0.051	33	0.60		
January 2025	10.1	2.5	1.3		0.050	0.36	4.0	0.17	1.4	0.051	29	0.45		
February 2025	15.3	3.1	2.4		0.050	0.39	3.9	0.20	1.9	0.051	25	0.53		0.0029
March 2025	12.1	3.7	1.3		0.050	0.34	3.7	0.18	1.4	0.051	30	0.62		
April 2025	11.5	1.7	1.4		0.050	0.40	3.2	0.16	1.7	0.051	30	0.38		
May 2025	10.0	3.5	1.1		0.050	0.37	3.6	0.19	1.5	0.051	34	0.66		0.0017
June 2025	11.0	3.8	1.1		0.050	0.43	5.4	0.22	1.4	0.051	37	0.37		
July 2025	9.4	4.9	1.1		0.050	0.40	8.3	0.22	1.8	0.061	46	0.39		
August 2025	10.6	1.5	0.8		0.050	0.36	5.6	0.20	1.4	0.061	38	0.37		0.0019
September 2025	9.5	1.1	0.8		0.050	0.33	3.0	0.11	1.4	0.061	27	0.37		
October 2025	9.6	4.3	0.9		0.050	0.39	2.9	0.14	1.3	0.061	32	0.37		
Novemrber 2025	9.1	1.9	1.0		0.050	0.33	3.9	0.19	1.5	0.061	28	0.59		0.0019
December 2025	11.4	4.0	1.2		0.050	0.31	4.1	0.15	1.7	0.061	27	0.40		
January 2026	15.6	1.4	2.4		0.050	0.33	4.3	0.13	2.3	0.061	23	0.41		
February 2026	12.3	1.6	1.4		0.050	0.35	7.1	0.20	1.9	0.061	26	0.59		0.0028
March 2026	12.0	1.7	1.5		0.050	0.39	4.4	0.14	1.9	0.063	27	0.70		
April 2026	12.3	1.7	1.2		0.050	0.42	4.2	0.15	1.6	0.061	33	0.49		
detected but not quantified					below detection limit									
NPDES Target		21	NA		NA	NA	53	NA	NA	NA	NA	NA		0.0660
Maximum	15.6	4.00	2.4	####	0.050	0.39	7.1	0.20	2.3	0.063	28	0.70	0.000	0.0028
Minimum	9.1	1.40	1.0	####	0.050	0.31	3.9	0.13	1.5	0.061	23	0.40	0.000	0.0019
6 Month Average	12.1	2.12	1.5	####	0.050	0.34	4.8	0.16	1.9	0.061	26	0.54		0.0024

Max, Min, and Average are the most recent 6 months

*Flow refers to day of sample

CHECKED



APPROVED

5-18-26

**SUPPLEMENTAL CAPITAL EXPENDITURE AND COST SHARING
AGREEMENT FOR THE DIGESTER REHABILITATION PROJECT
(THE “SUPPLEMENTAL AGREEMENT”)**

This SUPPLEMENTAL AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the **ORO LOMA SANITARY DISTRICT**, Alameda County, California, herein called “ORO LOMA” and the **CASTRO VALLEY SANITARY DISTRICT**, Alameda County, California, herein called “CASTRO VALLEY” and jointly referenced in this SUPPLEMENTAL AGREEMENT and the parties to this SUPPLEMENTAL AGREEMENT are from time to time referred to herein as the “PARTIES.”

R E C I T A L S

- 1. WHEREAS**, ORO LOMA and CASTRO VALLEY are PARTIES to a number of agreements dating back to May 1941, which provide for the joint ownership and use by the PARTIES of certain sewage facilities (“SANITARY SEWAGE FACILITIES”) and an outfall facility (the “OUTFALL FACILITY”) as more particularly described in such PREVIOUS AGREEMENTS; and
- 2. WHEREAS**, pursuant to the PREVIOUS AGREEMENTS, CASTRO VALLEY, since 1970, has acquired from ORO LOMA additional capacity in the SANITARY SEWER FACILITIES so as to presently own a 25% interest in the SANITARY SEWER FACILITIES including the OUTFALL FACILITY located at the west end of Grant Avenue, San Lorenzo, CA; and
- 3. WHEREAS**, ORO LOMA retains a 75% ownership interest in the SANITARY SEWER FACILITIES and in the OUTFALL FACILITY and a 100% ownership of all land “under and adjacent to” the SANITARY SEWER FACILITIES and the OUTFALL FACILITY; and
- 4. WHEREAS**, both PARTIES agree that the existing digester complex requires upgrades for seismic code compliance and also process improvements to process sludge and biosolids and hereby illustrated in Exhibit A, attached hereto and hereby referred to and incorporated herein as set forth at length (the “DIGESTER REHABILITATION PROJECT”); and
- 5. WHEREAS**, the PARTIES have agreed that constructing the DIGESTER REHABILITATION PROJECT is in the best long-term interest of the PARTIES and the citizens they represent; and
- 6. WHEREAS**, Paragraph 7 of the Agreement dated February 28, 1950 between the PARTIES, provides that in the event it shall be necessary for ORO LOMA to incur additional capital costs for additional treatment facilities for the purpose of treating and disposing of sanitary

sewage and/or industrial waste in conformity with the laws, and regulations, and requirements of all legally constituted authorities having jurisdiction, or it is required to install chlorination or additional outfall sewer capacity for discharge into the San Francisco Bay, the cost thereof shall be apportioned between the PARTIES and paid for by the PARTIES using said SANITARY SEWER FACILITIES and/or said OUTFALL FACILITY in the ratio that their share of the capacity of said FACILITIES bears to the total capacity thereof at said time; and

7. **WHEREAS**, page 4 of the SUPPLEMENTAL AGREEMENT dated October 12, 1976, also provides that “said improvements, enlargements, or extensions shall be subject to said terms and conditions as agreed upon by the PARTIES hereto at said time”; and

8. **WHEREAS**, the need to address the existing digesters that are at the end of their useful life of the PARTIES objectives, it is necessary that ORO LOMA and CASTRO VALLEY make an estimated capital expenditure of \$31,500,000 in two project phases, over three years; and

9. **WHEREAS**, the PARTIES are desirous of supplementing PREVIOUS AGREEMENTS providing for the apportionment of the cost and payment between the PARTIES for such additional improvements which will ensure that adequate funds exist for the implementation of this SUPPLEMENTAL AGREEMENT, including hard costs and soft costs and reasonable contingencies; and

10. **WHEREAS**, the PARTIES’ Boards of Directors have independently reviewed conceptual plans and specifications and design for these facilities via resolution prior to the commencement of construction of the DIGESTER REHABILITATION PROJECT.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH AND OTHER GOOD, ADEQUATE, AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:

FIRST: DIGESTER REHABILITATION PROJECT. In furtherance of the DIGESTER REHABILITATION PROJECT, and consistent with PREVIOUS AGREEMENTS, ORO LOMA shall undertake final design and construction of enlargements and/or modifications to the SANITARY SEWER FACILITIES and ORO LOMA’S determination as to any and all construction of improvements and/or modifications necessary to meet said requirements shall be final and conclusive. CASTRO VALLEY shall have the opportunity to regularly review construction plans and progress for said facility and make recommendations thereto through its representation on the joint ORO LOMA/CASTRO VALLEY Construction Committee.

SECOND: COST OF DIGESTER REHABILITATION PROJECT. The PARTIES agree that they will pay all costs of the DIGESTER REHABILITATION PROJECT as follows, except as outlined further in the SECOND and FIFTH Sections of this SUPPLEMENTAL AGREEMENT:

Oro Loma: 75% Castro Valley: 25%

As of August 19, 2025, conceptual plans were reviewed by the joint ORO LOMA/CASTRO VALLEY Construction Committee and were found to meet the basic requirements of both PARTIES. The \$31,500,000 cost estimate for phase one and phase two of the DIGESTER REHABILITATION PROJECT was only approximate. Notwithstanding the 75% and 25% split noted above, in a case where the construction award amount of phase one exceeds \$10,500,000, or phase two combined with phase one exceeds \$31,500,000, this SUPPLEMENTAL AGREEMENT shall terminate after 45 days, unless the SUPPLEMENTAL AGREEMENT is amended to acknowledge the acceptability of the higher bid amount.

THIRD: AWARD OF CONSTRUCTION CONTRACT. The PARTIES agree that ORO LOMA has the authority and duty to award the DIGESTER REHABILITATION PROJECT Construction Contract to the lowest responsible bidders submitting responsive bids so long as:

- CASTRO VALLEY'S phase one share of such expense does not exceed Two Million Six Hundred Twenty-Five Thousand Dollars (\$2,625,000) and CASTRO VALLEY has no less than a 25% undivided interest in such facilities constructed as a result of this SUPPLEMENTAL AGREEMENT; or
- CASTRO VALLEY'S phase one and phase two cumulative share of the DIGESTER REHABILITATION PROJECT does not exceed Seven Million Eight Hundred Seventy-Five Thousand Dollars (\$7,875,000) and CASTRO VALLEY has no less than a 25% undivided interest in such facilities constructed as a result of this SUPPLEMENTAL AGREEMENT.

FOURTH: REIMBURSEMENT OF DIGESTER REHABILITATION PROJECT COSTS. Based on the mutual agreement dated August 1, 1995, paragraphs H.(a)-H.(b) and past practices, on or before July 1st of each fiscal year, ORO LOMA shall present CASTRO VALLEY with an advance deposit invoice which should be paid by CASTRO VALLEY to ORO LOMA by the 10th of each month. The invoice is calculated based on the approved annual budget(s) for given fiscal year for Operation & Maintenance, Renewal and Replacement and Capital Improvement Project activities as related to the SEWAGE TREATMENT FACILITIES. Said advance deposit may be adjusted by ORO LOMA in the second month of the second, third, or fourth quarter of the fiscal year based upon a reconciliation of the costs (year to date expenses and encumbrances) performed quarterly and/or budget amendments approved by the ORO LOMA and CASTRO VALLEY'S Committee or Board as appropriate.

FIFTH: DIGESTER STUDY AND ~~PLANNING-LEVEL TREATMENT PLANT STRATEGIC MASTER PLAN STUDY~~ REQUIREMENT:

- A. ORO LOMA shall prepare a digester growth study based on population figures and projections and solids loading calculations to ensure the digester complex is

appropriately sized for a minimum of 50 years as reasonably determined by CASTRO VALLEY.

- B. As additional consideration for CASTRO VALLEY entering into this SUPPLEMENTAL AGREEMENT, ORO LOMA agrees to have a wastewater ~~Treatment Plant Planning-Level Strategic Master Plan Study~~ adopted by its Board of Directors within two years from the date of execution of this SUPPLEMENTAL AGREEMENT. The ~~Treatment Plant Planning-Level Strategic Master Plan Study~~ shall include, subject to CASTRO VALLEY'S reasonable satisfaction, an infrastructure assessment, an assessment of future needs and growth, an assessment of water quality standards (current and future), and a risk assessment. The ~~Planning-Level Treatment Plant Master Strategic Study Plan~~ shall be prepared by a professional consultant with a proven track record of preparing master plans for sewer treatment plants, and shall be selected by mutual agreement of ORO LOMA and CASTRO VALLEY. ~~In the event that the anticipated cost to prepare the Planning-Level Master Plan exceeds \$200,000, ORO LOMA and CASTRO VALLEY shall meet and confer in order to agree upon changes to the scope of the Planning-Level Master Plan as necessary to decrease the cost.~~ ORO LOMA shall pay 75% of the cost to prepare the ~~Planning-Level Master Plan Strategic Study~~ and CASTRO VALLEY shall pay 25% of such cost. The Parties' cost sharing obligation shall survive the termination of this Agreement.

SIXTH: MISCELLANEOUS. "Each and every one of the exhibits called for by this SUPPLEMENTAL AGREEMENT or referred to or otherwise mentioned in this SUPPLEMENTAL AGREEMENT is and will be construed to be made a part of this SUPPLEMENTAL AGREEMENT by such reference or other mention in the same manner and with the same effect as if each exhibit was set forth in full and at length each time it is referred to or otherwise mentioned. In all instances where either PARTY is required under this SUPPLEMENTAL AGREEMENT to pay any amount or do any act at a particular indicated time or within any indicated period of time, it is understood that time is of the essence. All performance dates, time schedules, and conditions precedent to exercising any right will be strictly adhered to without delay except where otherwise expressly provided. If the last day of any time period stated in the SUPPLEMENTAL AGREEMENT falls on either a Saturday or Sunday or falls on a legal holiday recognized by the United States Postal Service, then the duration of such time period will be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, or legal holiday recognized by the United States Postal Service. This SUPPLEMENTAL AGREEMENT may be signed in multiple counterparts, each of which will be an original and all such counterparts together will represent but one and the same instrument; but in making proof of this SUPPLEMENTAL AGREEMENT, it will not be necessary to produce or account for more than one such counterpart. This SUPPLEMENTAL AGREEMENT becomes effective when one or more of the counterparts has been signed by each of the PARTIES and delivered to the other PARTY. This SUPPLEMENTAL AGREEMENT can only be modified by a subsequent written agreement executed by all necessary PARTIES. It is expressly agreed by the PARTIES, as a material consideration for the signing of this SUPPLEMENTAL AGREEMENT, that this

SUPPLEMENTAL AGREEMENT is intended by the PARTIES to be the final, complete, and exclusive embodiment of their agreement regarding the subject matter of this SUPPLEMENTAL AGREEMENT, and there are and were, no oral representations, warranties, understandings, stipulations, agreements, promises, or any facts and circumstances surrounding the relationship of the PARTIES pertaining to this SUPPLEMENTAL AGREEMENT or any expressly mentioned written documents that are not incorporated in writing in this SUPPLEMENTAL AGREEMENT, and none will be binding. No construction or inference is to be derived from any such oral statements, prior written matter, or facts and circumstances surrounding the relationship of the PARTIES. This SUPPLEMENTAL AGREEMENT speaks for itself and no facts and circumstances outside the four corners of this SUPPLEMENTAL AGREEMENT, which are not specifically incorporated into this SUPPLEMENTAL AGREEMENT, will be used in the interpretation of this SUPPLEMENTAL AGREEMENT. This SUPPLEMENTAL AGREEMENT supplements, but does not modify prior Agreements. This SUPPLEMENTAL AGREEMENT will not be strictly construed either for or against either PARTY, but this SUPPLEMENTAL AGREEMENT will be interpreted in accordance with the general tenor of the language of this SUPPLEMENTAL AGREEMENT in an effort to reach an equitable result. No remedy or election given by any provision in this SUPPLEMENTAL AGREEMENT will be deemed exclusive unless so indicated, but each will, whenever possible, be cumulative with all other remedies in law or equity. The PARTIES acknowledge that this SUPPLEMENTAL AGREEMENT has been freely negotiated by both PARTIES and that each PARTY (and its counsel, if any) has had the opportunity to review and revise this SUPPLEMENTAL AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting PARTY will not be employed in the interpretation of this SUPPLEMENTAL AGREEMENT or any amendments or exhibits to this SUPPLEMENTAL AGREEMENT. If any one or more of the provisions contained in this SUPPLEMENTAL AGREEMENT is for any reason held to be invalid, illegal, or unenforceable under present or future laws effective during the Term in any respect, and the basis of the bargain between the PARTIES is not destroyed or rendered ineffective thereby, such invalidity, illegality, or unenforceability, to the extent possible, will not affect any other provision of this SUPPLEMENTAL AGREEMENT. Moreover, so far as is reasonable and possible, effect will be given to the intent manifested by the portion held invalid, illegal, or unenforceable. It is further the intention of the PARTIES that if any provision of this SUPPLEMENTAL AGREEMENT is capable of two constructions, one of which would render the provision invalid, illegal, or unenforceable and the other of which would render the provision valid, legal, or enforceable, then the provision will have the meaning that renders it valid, legal, or enforceable.”

In WITNESS WHEREOF, the PARTIES hereto have caused this SUPPLEMENTAL AGREEMENT to be executed by their duly authorized officers, and by their duly authorized respective legislative bodies, effective on the day and year first above written.

ORO LOMA SANITARY DISTRICT,
A Public Corporation,

(Seal)

By _____
Jimmy Dang, General Manager

Countersigned:

Secretary

CASTRO VALLEY SANITARY DISTRICT,
A Public Corporation,

(Seal)

By _____
Roland Williams, General Manager

Countersigned:

Secretary

**SUPPLEMENTAL CAPITAL EXPENDITURE AND COST SHARING
AGREEMENT FOR THE DIGESTER REHABILITATION PROJECT
(THE “SUPPLEMENTAL AGREEMENT”)**

This SUPPLEMENTAL AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the **ORO LOMA SANITARY DISTRICT**, Alameda County, California, herein called “ORO LOMA” and the **CASTRO VALLEY SANITARY DISTRICT**, Alameda County, California, herein called “CASTRO VALLEY” and jointly referenced in this SUPPLEMENTAL AGREEMENT and the parties to this SUPPLEMENTAL AGREEMENT are from time to time referred to herein as the “PARTIES.”

R E C I T A L S

- 1. WHEREAS**, ORO LOMA and CASTRO VALLEY are PARTIES to a number of agreements dating back to May 1941, which provide for the joint ownership and use by the PARTIES of certain sewage facilities (“SANITARY SEWAGE FACILITIES”) and an outfall facility (the “OUTFALL FACILITY”) as more particularly described in such PREVIOUS AGREEMENTS; and
- 2. WHEREAS**, pursuant to the PREVIOUS AGREEMENTS, CASTRO VALLEY, since 1970, has acquired from ORO LOMA additional capacity in the SANITARY SEWER FACILITIES so as to presently own a 25% interest in the SANITARY SEWER FACILITIES including the OUTFALL FACILITY located at the west end of Grant Avenue, San Lorenzo, CA; and
- 3. WHEREAS**, ORO LOMA retains a 75% ownership interest in the SANITARY SEWER FACILITIES and in the OUTFALL FACILITY and a 100% ownership of all land “under and adjacent to” the SANITARY SEWER FACILITIES and the OUTFALL FACILITY; and
- 4. WHEREAS**, both PARTIES agree that the existing digester complex requires upgrades for seismic code compliance and also process improvements to process sludge and biosolids and hereby illustrated in Exhibit A, attached hereto and hereby referred to and incorporated herein as set forth at length (the “DIGESTER REHABILITATION PROJECT”); and
- 5. WHEREAS**, the PARTIES have agreed that constructing the DIGESTER REHABILITATION PROJECT is in the best long-term interest of the PARTIES and the citizens they represent; and
- 6. WHEREAS**, Paragraph 7 of the Agreement dated February 28, 1950 between the PARTIES, provides that in the event it shall be necessary for ORO LOMA to incur additional capital costs for additional treatment facilities for the purpose of treating and disposing of sanitary

sewage and/or industrial waste in conformity with the laws, and regulations, and requirements of all legally constituted authorities having jurisdiction, or it is required to install chlorination or additional outfall sewer capacity for discharge into the San Francisco Bay, the cost thereof shall be apportioned between the PARTIES and paid for by the PARTIES using said SANITARY SEWER FACILITIES and/or said OUTFALL FACILITY in the ratio that their share of the capacity of said FACILITIES bears to the total capacity thereof at said time; and

7. **WHEREAS**, page 4 of the SUPPLEMENTAL AGREEMENT dated October 12, 1976, also provides that “said improvements, enlargements, or extensions shall be subject to said terms and conditions as agreed upon by the PARTIES hereto at said time”; and

8. **WHEREAS**, the need to address the existing digesters that are at the end of their useful life of the PARTIES objectives, it is necessary that ORO LOMA and CASTRO VALLEY make an estimated capital expenditure of \$31,500,000 in two project phases, over three years; and

9. **WHEREAS**, the PARTIES are desirous of supplementing PREVIOUS AGREEMENTS providing for the apportionment of the cost and payment between the PARTIES for such additional improvements which will ensure that adequate funds exist for the implementation of this SUPPLEMENTAL AGREEMENT, including hard costs and soft costs and reasonable contingencies; and

10. **WHEREAS**, the PARTIES’ Boards of Directors have independently reviewed conceptual plans and specifications and design for these facilities via resolution prior to the commencement of construction of the DIGESTER REHABILITATION PROJECT.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH AND OTHER GOOD, ADEQUATE, AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows:

FIRST: DIGESTER REHABILITATION PROJECT. In furtherance of the DIGESTER REHABILITATION PROJECT, and consistent with PREVIOUS AGREEMENTS, ORO LOMA shall undertake final design and construction of enlargements and/or modifications to the SANITARY SEWER FACILITIES and ORO LOMA’S determination as to any and all construction of improvements and/or modifications necessary to meet said requirements shall be final and conclusive. CASTRO VALLEY shall have the opportunity to regularly review construction plans and progress for said facility and make recommendations thereto through its representation on the joint ORO LOMA/CASTRO VALLEY Construction Committee.

SECOND: COST OF DIGESTER REHABILITATION PROJECT. The PARTIES agree that they will pay all costs of the DIGESTER REHABILITATION PROJECT as follows, except as outlined further in the SECOND and FIFTH Sections of this SUPPLEMENTAL AGREEMENT:

Oro Loma: 75% Castro Valley: 25%

As of August 19, 2025, conceptual plans were reviewed by the joint ORO LOMA/CASTRO VALLEY Construction Committee and were found to meet the basic requirements of both PARTIES. The \$31,500,000 cost estimate for phase one and phase two of the DIGESTER REHABILITATION PROJECT was only approximate. Notwithstanding the 75% and 25% split noted above, in a case where the construction award amount of phase one exceeds \$10,500,000, or phase two combined with phase one exceeds \$31,500,000, this SUPPLEMENTAL AGREEMENT shall terminate after 45 days, unless the SUPPLEMENTAL AGREEMENT is amended to acknowledge the acceptability of the higher bid amount.

THIRD: AWARD OF CONSTRUCTION CONTRACT. The PARTIES agree that ORO LOMA has the authority and duty to award the DIGESTER REHABILITATION PROJECT Construction Contract to the lowest responsible bidders submitting responsive bids so long as:

- CASTRO VALLEY'S phase one share of such expense does not exceed Two Million Six Hundred Twenty-Five Thousand Dollars (\$2,625,000) and CASTRO VALLEY has no less than a 25% undivided interest in such facilities constructed as a result of this SUPPLEMENTAL AGREEMENT; or
- CASTRO VALLEY'S phase one and phase two cumulative share of the DIGESTER REHABILITATION PROJECT does not exceed Seven Million Eight Hundred Seventy-Five Thousand Dollars (\$7,875,000) and CASTRO VALLEY has no less than a 25% undivided interest in such facilities constructed as a result of this SUPPLEMENTAL AGREEMENT.

FOURTH: REIMBURSEMENT OF DIGESTER REHABILITATION PROJECT COSTS. Based on the mutual agreement dated August 1, 1995, paragraphs H.(a)-H(b) and past practices, on or before July 1st of each fiscal year, ORO LOMA shall present CASTRO VALLEY with an advance deposit invoice which should be paid by CASTRO VALLEY to ORO LOMA by the 10th of each month. The invoice is calculated based on the approved annual budget(s) for given fiscal year for Operation & Maintenance, Renewal and Replacement and Capital Improvement Project activities as related to the SEWAGE TREATMENT FACILITIES. Said advance deposit may be adjusted by ORO LOMA in the second month of the second, third, or fourth quarter of the fiscal year based upon a reconciliation of the costs (year to date expenses and encumbrances) performed quarterly and/or budget amendments approved by the ORO LOMA and CASTRO VALLEY'S Committee or Board as appropriate.

FIFTH: DIGESTER STUDY AND TREATMENT PLANT STRATEGIC STUDY REQUIREMENT:

- A. ORO LOMA shall prepare a digester growth study based on population figures and projections and solids loading calculations to ensure the digester complex is

appropriately sized for a minimum of 50 years as reasonably determined by CASTRO VALLEY.

- B. As additional consideration for CASTRO VALLEY entering into this SUPPLEMENTAL AGREEMENT, ORO LOMA agrees to have a wastewater Treatment Plant Strategic Study adopted by its Board of Directors within two years from the date of execution of this SUPPLEMENTAL AGREEMENT. The Treatment Plant Strategic Study shall include, subject to CASTRO VALLEY'S reasonable satisfaction, an infrastructure assessment, an assessment of future needs and growth, an assessment of water quality standards (current and future), and a risk assessment. The Treatment Plant Strategic Study shall be prepared by a professional consultant with a proven track record of preparing master plans for sewer treatment plants, and shall be selected by mutual agreement of ORO LOMA and CASTRO VALLEY. ORO LOMA shall pay 75% of the cost to prepare the Strategic Study and CASTRO VALLEY shall pay 25% of such cost. The Parties' cost sharing obligation shall survive the termination of this Agreement.

SIXTH: MISCELLANEOUS. "Each and every one of the exhibits called for by this SUPPLEMENTAL AGREEMENT or referred to or otherwise mentioned in this SUPPLEMENTAL AGREEMENT is and will be construed to be made a part of this SUPPLEMENTAL AGREEMENT by such reference or other mention in the same manner and with the same effect as if each exhibit was set forth in full and at length each time it is referred to or otherwise mentioned. In all instances where either PARTY is required under this SUPPLEMENTAL AGREEMENT to pay any amount or do any act at a particular indicated time or within any indicated period of time, it is understood that time is of the essence. All performance dates, time schedules, and conditions precedent to exercising any right will be strictly adhered to without delay except where otherwise expressly provided. If the last day of any time period stated in the SUPPLEMENTAL AGREEMENT falls on either a Saturday or Sunday or falls on a legal holiday recognized by the United States Postal Service, then the duration of such time period will be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, or legal holiday recognized by the United States Postal Service. This SUPPLEMENTAL AGREEMENT may be signed in multiple counterparts, each of which will be an original and all such counterparts together will represent but one and the same instrument; but in making proof of this SUPPLEMENTAL AGREEMENT, it will not be necessary to produce or account for more than one such counterpart. This SUPPLEMENTAL AGREEMENT becomes effective when one or more of the counterparts has been signed by each of the PARTIES and delivered to the other PARTY. This SUPPLEMENTAL AGREEMENT can only be modified by a subsequent written agreement executed by all necessary PARTIES. It is expressly agreed by the PARTIES, as a material consideration for the signing of this SUPPLEMENTAL AGREEMENT, that this SUPPLEMENTAL AGREEMENT is intended by the PARTIES to be the final, complete, and exclusive embodiment of their agreement regarding the subject matter of this SUPPLEMENTAL AGREEMENT, and there are and were, no oral representations, warranties, understandings, stipulations, agreements, promises, or any facts and circumstances surrounding the relationship of the PARTIES pertaining to this SUPPLEMENTAL AGREEMENT or any expressly mentioned

written documents that are not incorporated in writing in this SUPPLEMENTAL AGREEMENT, and none will be binding. No construction or inference is to be derived from any such oral statements, prior written matter, or facts and circumstances surrounding the relationship of the PARTIES. This SUPPLEMENTAL AGREEMENT speaks for itself and no facts and circumstances outside the four corners of this SUPPLEMENTAL AGREEMENT, which are not specifically incorporated into this SUPPLEMENTAL AGREEMENT, will be used in the interpretation of this SUPPLEMENTAL AGREEMENT. This SUPPLEMENTAL AGREEMENT supplements, but does not modify prior Agreements. This SUPPLEMENTAL AGREEMENT will not be strictly construed either for or against either PARTY, but this SUPPLEMENTAL AGREEMENT will be interpreted in accordance with the general tenor of the language of this SUPPLEMENTAL AGREEMENT in an effort to reach an equitable result. No remedy or election given by any provision in this SUPPLEMENTAL AGREEMENT will be deemed exclusive unless so indicated, but each will, whenever possible, be cumulative with all other remedies in law or equity. The PARTIES acknowledge that this SUPPLEMENTAL AGREEMENT has been freely negotiated by both PARTIES and that each PARTY (and its counsel, if any) has had the opportunity to review and revise this SUPPLEMENTAL AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting PARTY will not be employed in the interpretation of this SUPPLEMENTAL AGREEMENT or any amendments or exhibits to this SUPPLEMENTAL AGREEMENT. If any one or more of the provisions contained in this SUPPLEMENTAL AGREEMENT is for any reason held to be invalid, illegal, or unenforceable under present or future laws effective during the Term in any respect, and the basis of the bargain between the PARTIES is not destroyed or rendered ineffective thereby, such invalidity, illegality, or unenforceability, to the extent possible, will not affect any other provision of this SUPPLEMENTAL AGREEMENT. Moreover, so far as is reasonable and possible, effect will be given to the intent manifested by the portion held invalid, illegal, or unenforceable. It is further the intention of the PARTIES that if any provision of this SUPPLEMENTAL AGREEMENT is capable of two constructions, one of which would render the provision invalid, illegal, or unenforceable and the other of which would render the provision valid, legal, or enforceable, then the provision will have the meaning that renders it valid, legal, or enforceable.”

In WITNESS WHEREOF, the PARTIES hereto have caused this SUPPLEMENTAL AGREEMENT to be executed by their duly authorized officers, and by their duly authorized respective legislative bodies, effective on the day and year first above written.

(Seal)

ORO LOMA SANITARY DISTRICT,
A Public Corporation,

By _____
Jimmy Dang, General Manager

Countersigned:

Secretary

CASTRO VALLEY SANITARY DISTRICT,
A Public Corporation,

By _____
Roland Williams, General Manager

Countersigned:

Secretary

(Seal)

Resolution No.

A RESOLUTION FIXING TIME AND PLACE FOR PUBLIC HEARING ON THE DELINQUENT SOLID WASTE CHARGES REPORT FOR FISCAL YEAR 2025-2026; AND PROPOSED METHOD OF COLLECTION AND ELECTION BY ORO LOMA SANITARY DISTRICT TO COLLECT DELINQUENT SOLID WASTE CHARGES ON THE TAX ROLL; AND PROVIDING FOR NOTICE THEREOF AND HEARING THEREON

RESOLVED, by the Sanitary Board of Oro Loma Sanitary District, Alameda County, California, as follows:

Section 6520.5 of the California Health and Safety Code provides the District with the authority to prescribe, revise and collect charges for services and facilities furnished by it; and

Section 6.2 of the Oro Loma Sanitary District Ordinance No. 34-50, and Section 5.1.2 of the Franchise Agreement for Solid Waste Services between Oro Loma Sanitary District and Waste Management of Alameda County, dated January 1, 2023, provide the District with the authority to collect delinquent solid waste service charges on the tax roll; and

This District had elected, pursuant to the above and Section 5473 of the California Health and Safety Code, to have certain delinquent solid waste charges collected on the 2025-2026 tax roll, in the manner provided pursuant to Division 5, Part 3, Chapter 6, Article 4 of the California Health and Safety Code; and

District staff is preparing delinquent solid waste charge reports setting forth the charges to be collected on the tax roll, and to file the reports with Alameda County; and

California Government Code requires that prior to establishing the delinquent solid waste charges to be collected on the tax roll, a public hearing must be held, at which oral or written presentations can be made.

NOW, THEREFORE, IT IS HEREBY FOUND AND ORDERED that Tuesday, the 14th day of July 2026, at the hour of 5:00 p.m., being a regular meeting of this Board, held in person at the District's offices and via Zoom teleconference, is hereby fixed as the date and time for a public hearing on reports for fiscal year 2025-2026; and proposed method of collection and election by Oro Loma Sanitary District to collect delinquent solid waste charges on the tax roll. Pursuant to the law, the Secretary shall cause to be published a notice of said hearing, at which oral and written presentations can be made, and of the filing of said report once a week for two successive weeks prior to the date set for said hearing (with at least five days intervening between the respective publication dates, not counting such publication dates, and the first publication date being not less than 14 days prior to the date set for hearing), in the Daily Review, a newspaper of general circulation printed and published in the County of Alameda, there being no newspaper printed and published in the District.

All actions by the Secretary in causing the Notice to be published are hereby ratified and approved.



I certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted by the Sanitary Board of Oro Loma Sanitary District, Alameda County, California, at a meeting thereof held on the 26th day of May 2026, by the following vote of the members thereof:

AYES, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

Shelia Young, President

Countersigned:

Rita Duncan, Secretary



AGENDA ITEM REPORT

AGENDA ITEM NO: 9.3

AGENDA DATE: May 26, 2026

Subject: Authorization for General Manager to Execute an Agreement with Ranger Pipelines, Inc. in the Amount of \$5,088,960 for Sewer Collection System Pipeline Rehabilitation and Replacement Project Phase 10; CEQA Class 1 Categorical Exemption per Section 15301(b).

BACKGROUND:

The project work is generally described as the replacement of 13,016 linear feet of 6 and 8 inch vitrified clay pipe (VCP) with 8-inch high-density polyethylene pipe (HDPE); 1,733 linear feet of 8-inch VCP with 10-inch HDPE; 279 linear feet of 12-inch VCP with 12-inch HDPE; 414 linear feet of 15-inch VCP with 18-inch HDPE and the reconnection of all laterals and re-channelization of all manholes, as shown on the plans and specifications.

On May 14, 2026, the District received a total of eight bids for the project. Upon legal review, the apparent low bidder, Bay Pacific Pipeline, Inc., was deemed non-responsive because a subcontractor in exceedance of one-half of one percent of the total bid was not listed, as required by the California Public Contracting Code. Hence, Ranger Pipelines, Inc. is the lowest responsive bidder with a bid amount of \$5,088,960. This project is part of the \$49.5 million in funds from CWSRF and WIFIA, which are being utilized to support the District's 40-mile pipe replacement goal.

<u>Bidder</u>	<u>Bid Amount</u>
Bay Pacific Pipeline, Inc	\$5,050,280 (Non-Responsive)
Ranger Pipelines, Inc	\$5,088,960
JDB & Sons Construction	\$5,368,800
Andes Construction	\$5,900,128
GSW Construction	\$5,958,640
Cratus, Inc	\$6,148,980
California Trenchless, Inc	\$6,812,263
K.J. Woods Construction, Inc	\$7,288,000
Engineer's Estimate	\$6,350,000

Staff has reviewed the references and bid package for Ranger Pipelines, Inc. and found them to be a qualified contractor. The Construction Committee reviewed the project at its meeting of May 20, 2026, and concurred with the recommendation to award the project.

This project falls under CEQA Class 1 Categorical Exemption (Replacement of Existing Facilities) per Section 15301 of the California Code of Regulations. The notice of exemption was previously filed with Alameda County in 2019, when the District began its pursuit of state and federal funding.

ISSUES:

No known issues.

OPTIONS:

1. Approve the award of the project to the lowest responsive bidder - Ranger Pipelines, Inc..
2. Do not award the project - not recommended.

RECOMMENDED ACTION:

Authorize the General Manager to execute an agreement with Ranger Pipelines, Inc in the amount of \$5,088,960.

ATTACHMENT(S):

[Notice of Exemption - SCSPRRP Phase 10](#)

NOTICE OF EXEMPTION

2020090180

TO: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

FROM: Oro Loma Sanitary District
2655 Grant Ave
San Lorenzo, CA 94580

Office of the County Clerk-Recorder
Alameda County
1106 Madison Street
Oakland, CA 94607

Project Title:
Sewer Collection System Pipeline Rehabilitation and Replacement Project;

Project Location - Specific:
Easements and streets within the Oro Loma Sanitary District

Project Location – City:
San Leandro, San Lorenzo, Hayward,
and Castro Valley

Project Location –County
Alameda County

Description of Nature, Purpose, and Beneficiaries of Project:
The replacement of existing sewer pipelines within the Oro Loma Sanitary District service area, including areas that are classified as disadvantaged by State median household income criteria. These improvements will reduce water losses, avoid property damage, and increase the availability of future recycled water uses.

Name of Public Agency Approving Project:
Oro Loma Sanitary District

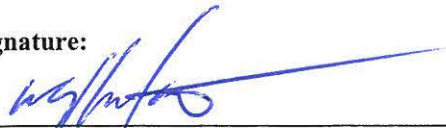
Name of Person or Agency Carrying Out Project:
Oro Loma Sanitary District

- Exempt Status: (Check one)**
- Ministerial (Sec. 21080(b)(1); 15268);
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - Categorical Exemption. State type and section number:
Class 1; Section 15301(b)
Class 2; Section 15302(c)
 - Statutory Exemptions. State code number:

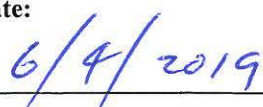
Reasons why project is exempt:
Renewal/repair of existing sewer infrastructure located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced.

Lead Agency Contact Person:
William Halsted

Area Code/Telephone/Extension:
510-481-6963

Signature:


William Halsted, District Engineer

Date:


Signed by Lead Agency

Date received for filing at OPR:
Governor’s Office of Planning & Research

Sep 09 2020



AGENDA ITEM REPORT

AGENDA ITEM NO: 9.4

AGENDA DATE: May 26, 2026

Subject: Approval of Third Amendment to the Smart Truck Program Agreement

BACKGROUND:

The District currently partners with Waste Management of Alameda County (WMAC) to administer the Smart Truck contamination monitoring program. The program utilizes onboard camera technology and route reviews to identify contamination in recycling and organics containers, provide educational outreach to customers, and support the District's implementation of Senate Bill 1383 requirements related to source separation and contamination reduction.

The existing amendment will automatically be renewed under the current terms if notice is not provided within 90 days of the September 1 renewal date. Staff has been working with WMAC to evaluate potential revisions to improve program administration, align the amendment with current operational practices, and address issues identified during implementation.

This item was discussed at the Solid Waste Committee monthly from October 13, 2025, through March 9, 2026. The Board discussed this item on February 24, 2026, March 17, 2026, and April 28, 2026.

A draft Third Amendment has been prepared to incorporate several proposed updates and clarifications.

ISSUES:

1. Messaging and Signage on Collection Trucks

WM Corporate formally responded that it cannot commit to including such requirements within the agreement. WMAC staff indicated they remain willing to collaborate on future educational campaigns and have previously allowed Oro Loma-funded advertisements on collection vehicles through the public education budget.

However, because truck branding and vehicle designs are controlled by WM Corporate, any graphics or advertisements installed may be removed if branding standards change. As a result, WM is unable to include truck signage as a contractual obligation within the amendment.

2. Removal of Cart Rollout Language

WM confirmed that the cart rollout provisions may be removed under the proposed amendment, as the original rollout scope of work has been completed.

3. Contamination Reduction Goal

Staff explored adding a formal contamination reduction goal to the agreement. WM indicated that establishing contamination reduction as a contractual performance obligation would be difficult because contamination levels are heavily influenced by customer behavior, which cannot be directly controlled by either WM or the District.

While educational efforts such as mailers, bill inserts, emails, phone calls, social media campaigns, and direct outreach can encourage improved participation, they do not guarantee behavioral changes. WM also cited the bulky-item pickup program as a comparable example in which free services and ongoing outreach have not significantly increased participation rates.

Staff believes the most measurable approach would be to continue tracking contamination reduction through Key Performance Indicators (KPIs) and annual program reporting.

4. Additional Suggestions

- Updating language related to school properties listed in Exhibit 4 to allow the District discretion to assess contamination or overage fees at school sites. This language would align the amendment with the District's ongoing SB 1383 compliance efforts and current negotiations related to the school district MOU.
- Updating the amendment term to align with the overall franchise agreement term.
- Revising the contamination notice reset language so that accounts reset after any rolling 12-month period without incidents, rather than using the current fixed period of September 1 through August 31.

OPTIONS:

1. Approve the Third Amendment (recommended), incorporating the revisions outlined in the attached draft amendment and extending the term of the agreement to align with the franchise agreement.
2. Take No Action — under the current agreement language, if notice is not provided within 90 days prior to the September 1 renewal date, the existing amendment will automatically renew under its current terms and conditions.

RECOMMENDED ACTION:

Approve the Third Amendment to the Smart Truck Program Agreement with Waste Management of Alameda County, incorporating the revisions outlined in the draft amendment and extending the term of the agreement to align with the franchise agreement.

ATTACHMENT(S):

[Draft OLSD-WM Third Amendment](#)

**THIRD AMENDMENT TO
SOLID WASTE COLLECTION SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO SOLID WASTE COLLECTION SERVICES AGREEMENT ("**Amendment**") is made and entered into as of _____, 2026, by and between Oro Loma Sanitary District ("**District**") and Waste Management of Alameda County, Inc., a California corporation, ("**Contractor**").

Recitals

WHEREAS, District and Contractor are parties to a Solid Waste Collection Services Agreement dated January 1, 2023, which was amended on or about May 10, 2023 and July 1, 2024 (the "**Agreement**"). District and Contractor desire to further amend the Agreement as set forth in this Amendment.

In consideration of the mutual benefits contained herein, the parties hereto agree as follows:

- 1) The Smart Truck Program, as defined in Section 2 of the May 10, 2023 First Amendment, and modified by this Amendment, shall become permanent (i.e., not have three-year terms).
- 2) Regarding Sections 4.1.5(a)(i) and 4.1.5(b)(i) of the Agreement, the parties acknowledge that the "Roll-Out Period" has occurred and is no longer applicable.
- 3) Section 4.1.5(a)(iii) is hereby replaced with the following: "If a Customer has no Contamination incidents across all waste streams during a 12-month period, for purposes of subsections (a)(ii)(1) - (4) above, the number of Contamination occurrences shall then be reset to zero."
- 4) Section 4.1.5(b)(ii)(6) is hereby replaced with the following: "If a Customer has no Overage incidents across all waste streams during a 12-month period, for purposes of subsections (b)(ii)(1) - (b)(ii)(5) above, the number of Overage occurrences shall then be reset to zero."
- 5) Section 4.1.5(b)(ii)(7) is hereby replaced with the following: "If a Customer has four or more combined chargeable incidents of Contamination and Overage during a Review Period, Contractor may automatically increase the Customer's Trash service level (i.e., additional or larger Containers and/or more frequent collections). The Contractor shall notify the customer of the service change via mail and/or email. The notification must include the Trash service change, effective date, rate, delivery date of Trash container(s), and service day(s). For residential customers (SFD and MFDs) the Trash notification shall include information on their recycling and organics service options, such as unlimited recycling and 95-gallons of organics collection service per unit, and information on how to sort properly. For 12 months following the Trash service level increase, a Customer may not request to have the service level decreased. The District can modify a customer's service levels at any time. If additional

chargeable incidents of Overage occur after the Customer's Trash service level is increased, the Contractor may further increase the Customer's Trash service level only with the prior approval from the District."

- 6) Section 4.1.5(c) is hereby replaced with the following: "Locations and material streams listed in Exhibit 3 and Exhibit 4 that are not being charged for service shall be exempted from Contamination charges, Overage charges, and automatic upsizing. This District, at its sole discretion, may request that charge exemptions be removed from locations listed in Exhibit 4 in order for Contamination and/or Overage charges to be implemented at the approved rates. To activate charges, District will notify Contractor in writing. Contractor will implement the charges within 10 business days of receiving the written notice."

- 7) Except as expressly provided herein, all terms of the Agreement shall remain unchanged.

ORO LOMA SANITARY DISTRICT

**WASTE MANAGEMENT OF
ALAMEDA COUNTY, INC.**

Jimmy Dang
General Manager

Alex Oseguera, President

Approved as to form:

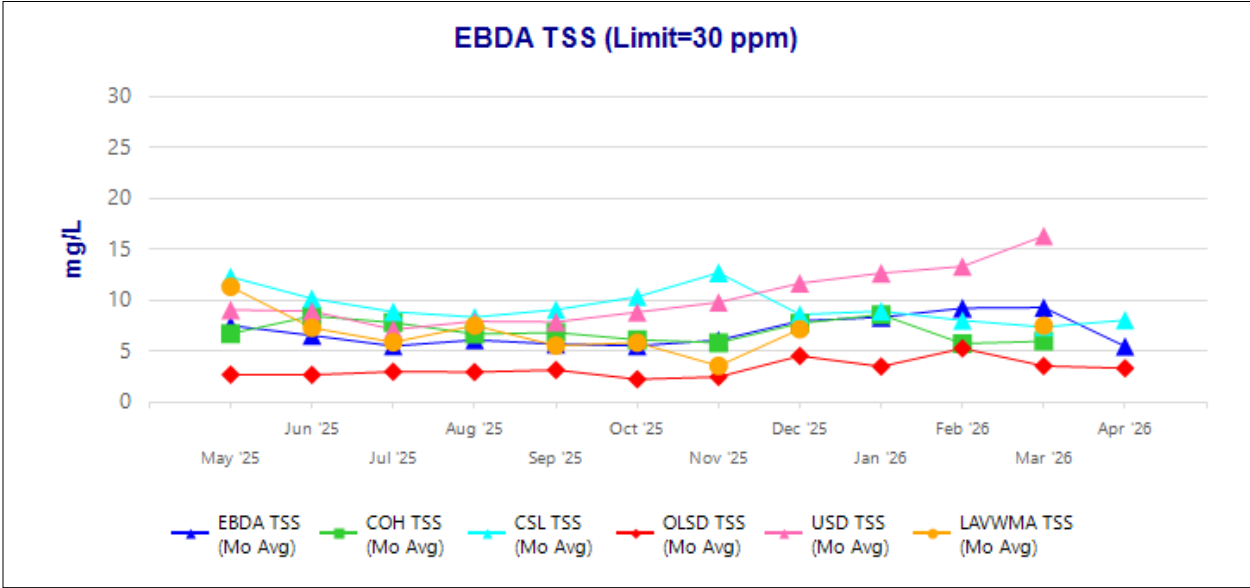
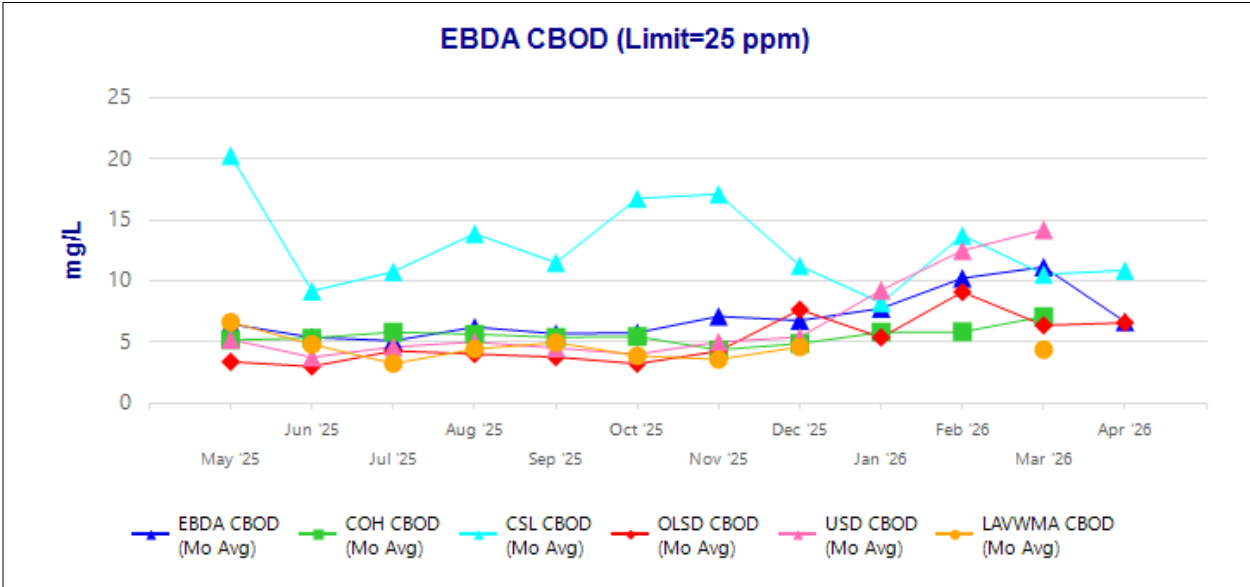
ITEM NO. OM4 EBDA PERMIT COMPLIANCE

Recommendation

For the Committee’s information only; no action is required.

Discussion

EBDA has continued NPDES compliance. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators follows.



EBDA Bacterial Indicators

Date	FECAL	ENTERO
	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
May 2025 Geomean	41	148
June 2025 Geomean	17	12
July 2025 Geomean	25	4
August 2025 Geomean	16	6
September 2025 Geomean	64	8
October 2025 Geomean	33	4
November 2025 Geomean	14	61
December 2025 Geomean	15	5
January 2026 Geomean	21	10
February 2026 Geomean	6	10
3/2/2026	< 2	< 10
3/3/2026	< 2	2
3/9/2026	2	2
3/10/2026	< 2	10
3/16/2026	4	6
3/17/2026	240	2
3/23/2026	< 2	2
3/24/2026	< 2	4
3/30/2026	2	4
3/31/2026	2	2
March 2026 Geomean	3	4
4/6/2026	< 2	< 10
4/7/2026	< 2	2
4/8/2026	NA	10
4/13/2026	< 2	6
4/14/2026	4	4
4/15/2026	NA	4
4/20/2026	49	8
4/21/2026	2	8
4/27/2026	4	4
4/28/2026	13	4
April 2026 Geomean	4	5