

ORO LOMA SANITARY DISTRICT

Ordinance No. 34-47

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



Effective September 1, 2022

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1.	Definitions.....	4
2.	General.....	9
2.1	Required Solid Waste Collection Services.....	9
2.2	Residential Property Up to 4 Dwellings.....	10
2.3	Residential Property with Five+ Dwellings	10
2.4	Commercial & Industrial Properties	10
2.5	Exemptions From Trash Collection Service	11
2.6	Insufficienct Collection Service(s).....	11
2.7	Failure to Subscribe & Maintain the Required Collection Services.....	12
2.8	Collection Service Container Contamination.....	12
3.	Disposal of Solid Waste and Other Discarded Materials	12
3.1	Unlawful Disposal	12
3.2	Burning	12
4.	Containers	12
4.1	Containers for Solid Waste Collection Services	12
4.2	Containers for Discarded Materials Other Than Solid Waste.....	13
4.3	District Specified Containers and Designated Collection Area	13
4.4	Construction Projects - Container Required	13
4.5	Diversion of Construction and Demolition Debris.....	13
4.6	Debris Recycling Statements.....	14
4.7	Compliance.....	15
4.8	Non-Compliance	17
5.	Collection Services	17

5.1	Frequency, Days, and Times of Collection	17
5.2	Permit for Removal of Discarded Materials.....	17
5.3	Designated Collector - Professional Responsibilities	18
5.4	Location for Delivery, Processing, And/Or Disposal of Solid Waste.....	18
5.5	Ownership of Discarded Materials	18
6.	Rates for Service	18
6.1	Rates to be Charged.....	18
6.2	Billing, Collection of Charges, and Enforcement of Collection	19
6.3	Refunds for Recycling and/or Organics Charges & Trash Overages	19
7.	Miscellaneous	20
7.1	Disputes.....	20
7.2	Authorization for District to Contract/ Issue a Permit for Collection Services	20
7.3	Violation and Penalty of this Ordinance	20
7.4	Conflicts.....	21
7.5	Existing and Inconsistent Ordinances	21
7.6	Publication	21

ATTACHMENTS

Exhibit A

Rates for Trash Collection Service—L1 (Unincorporated) & L2 (Hayward) Areas

Exhibit B

Rates for Trash Collection Service—L3 (San Leandro) Area

Exhibit C

Rates for Residential Recycling and Organics Collection Services

Exhibit D

Rates for Commercial & Industrial Recycling and Organics Collection Services

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

1. DEFINITIONS

- 1.1** The term “Annual Debris Recycling Certification Application” means the completed Debris Recycling Certification Application approved by the District.
- 1.2** The term “Applicant” shall mean any individual, firm, limited liability company, association, partnership, industry, business, public or private corporation or any other entity that applies for permits to undertake any Covered Project within the District.
- 1.3** The term “Authorized Representative” means the District’s General Manager, or such other Person as the Board or General Manager may designate.
- 1.4** The term “Tag It” means a prepaid label to be affixed onto a plastic bag with a maximum capacity of 35 gallons; the labels can be purchased from the District, and the bag filled with trash and disposed of on the customer’s collection service day. The collection and disposal cost for this service is included with the purchase of the label and regular trash subscription service.
- 1.5** The term “Batteries” means single-use or rechargeable batteries and all other batteries identified by the California Integrated Waste Management Board as Universal Waste. Examples include AAA, AA, C, D, button cell, and 9-Volt batteries. Car batteries are excluded.
- 1.6** The term “Board” means the Sanitary Board of the District.
- 1.7** The term “Bulky Waste Collection Service” means the services provided by the Designated Collector, upon request, to each Residential Dwelling, two times per calendar year, at no cost. To qualify for a Bulky Waste Collection, the customer must have Curbside trash service and have four units or fewer. For Multiple Family Dwellings with four or fewer units using Curbside trash service and where the Owner pays for the service, the Owner will schedule each of the Bulky Waste Collections for all tenants on the same date. If the tenants have individual accounts for Curbside trash service with the Designated Collector, each tenant may schedule their own Bulky Waste Collection date(s). The Bulky Waste Collection program is designed to collect large items, such as furniture, mattresses, white goods, as indicated in Exhibit A and B, Sections 1.4 and 2.2 of this Ordinance.
- 1.8** The term “CalRecycle SLCP” means the State of California Code of Regulations Title 14, Division 7, Chapter 3 or commonly referred to as SB 1383 Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations.
- 1.9** The term “Certified Applicant” means an Applicant who has demonstrated compliance with the requirements of Section 4.7-2 of this Ordinance.
- 1.10** The term “Collection Service Container” means a receptacle provided by a Person, the District, or the District’s Designated Collector, which is constructed of metal or plastic material that properly contains the discarded materials without leakage and is compatible with the District’s Designated Collector’s service trucks. Collection

Service Containers include residential or commercial Trash, Recycling, and Organics drop boxes, bins and carts.

- 1.11** The term “Commercial Business” means a firm, company, partnership, association, industrial facility, government entity, shopping center, religious facilities, schools, colleges, universities, recreational facilities, and parks.
- 1.12** The term “Compactor” means a stationary commercial packer that is defined as a closed container in which Discarded Materials (noncombustible solid waste) are mechanically compressed.
- 1.13** The term “Construction” means the building of any structure or portion thereof, including, but not limited to, improvements to or remodeling or repair of an existing facility or structure.
- 1.14** The term “Construction and Demolition Debris”, “C&D Debris” and “Construction Debris” means used or Discarded Materials removed from the premises during Construction, Renovation or Demolition of a structure on any pavement, street, driveway, house, building, or other structure or improvement regardless of the nature of such structure or improvement.
- 1.15** The term “Container Contamination” or “Contaminated Container” means a Collection Service Container that contains prohibited discarded materials.
- 1.16** The term “Conversion Rate” means the rate set forth in the standardized Conversion Rate Table approved by the District, pursuant to this Section, for use in estimating the volume or weight of materials in a Debris Recycling Statement.
- 1.17** The term “Covered Project” means a Project that is subject to the requirements of this Ordinance.
- 1.18** The term “Curbside” means the placement of containers in the street, adjacent to the curb, or as designated by the Authorized Representative.
- 1.19** The term “Debris Recycling Statement” or “DRS” means the completed DRS form approved by the District and submitted by the Applicant for the purpose of assessing compliance with this Ordinance.
- 1.20** The term “Demolition” means the destroying, razing, tearing down or wrecking of any pavement, street, driveway, house, building, or other structure or improvement regardless of the nature of such structure or improvement whether in whole or in part, whether interior or exterior.
- 1.21** The term “Designated Collector” means an agent or employee of the District, or any Person, firm, corporation, or public agency to whom the District has issued a permit or entered into a contract for the collection of Solid Waste or other Discarded Materials from premises within the District. There may be more than one Designated Collector.
- 1.22** The term “Discarded Materials” means anything that a Person, business, industry, or institution has determined to discard by delivery to a disposal facility, placement in or next to a receptacle that is regularly emptied for disposal, abandonment in a public

place, or otherwise giving up ownership after use, except items that must be handled as hazardous, toxic or infectious waste in accordance with rules and regulations of the Alameda County Environmental Health Department. Discarded Materials include, but are not limited to:

- a. "Crushables," including, but not limited to, rock, ceramics, concrete, and brick;
- b. "Glass," including, but not limited to, glass containers and window glass;
- c. "Organics," including, but not limited to: grass cuttings, leaves, trimmings from plants, trees, shrubs, including branches and other uncoated wood up to six inches in diameter;
- d. "Manures," including, but not limited to, livestock and horse manure;
- e. "Metals," both ferrous and nonferrous, including, but not limited to, cans, parts from abandoned vehicles, plumbing, fences, metal doors and screens;
- f. "Paper," including, but not limited to, newsprint, ledger paper, computer paper, corrugated cardboard and mixed paper;
- g. "Plastics," including, but not limited to, beverage containers, plastic packaging, tires, and plastic cases of consumer goods such as telephones or electronic equipment;
- h. "Putrescibles," including, but not limited to, animal, fruit and vegetable debris resulting from preparation, storage, handling or consumption of such substances;
- i. "Reusable goods," including, but not limited to, intact or repairable home or industrial appliances, household goods, and clothing; intact materials in Demolition debris, such as lumber or bricks; building materials such as doors, windows, cabinets, and sinks; business supplies and equipment; lighting fixtures; and any other item that can be repaired or Reused;
- j. "Sewage sludge";
- k. "Soils," including, but not limited to, excavation soils from barren or developed land, and excess soils from yards;
- l. "Textiles," including, but not limited to, clothing, upholstery and pieces of fabric; and
- m. "Wood," including, but not limited to, lumber, pallets, stumps, and tree branches larger than six inches in diameter.

1.23 The term "District" means Oro Loma Sanitary District.

1.24 The term "Divert" means to use material for any purpose other than disposal in a landfill or incineration facility. Methods of Diverting materials from landfills shall include Reuse, Recycling, Composting, and Salvage.

1.25 The term "Diversion Attainment" means the diversion of 100% of the asphalt, concrete and similar material, and at least 50% by weight, of the total of all other C&D Debris generated by a Covered Project.

1.26 The term "Food Waste" means food and unlined/uncoated paper or cardboard used for food or drinks discarded as part of the Organics stream.

1.27 The term "Garbage" shall have the meaning ascribed to it in the Sanitary District Act of 1923, Section 6406 of the California Health and Safety Code: "Garbage," as used in this part, shall include all of the following: (a) animal, fruit and vegetable Refuse; (b) offal; (c) inorganic Refuse and rubbish; and (d) any Discarded Materials.

- 1.28** The term “Generator” means a Person that produces or accumulates solid waste and/or other discarded materials.
- 1.29** The term “Household Battery Collection” means collection of household Batteries that are contained in a Customer provided sealed heavy-duty plastic bag and placed on top of a Collection Service Container for Recyclables, as part of a Residential Dwelling Recyclables Collection Service.
- 1.30** The term “L1 Area of District” means that area situated within Unincorporated Alameda County.
- 1.31** The term “L2 Area of District” means that area situated in and overlapping the City limits of Hayward.
- 1.32** The term “L3 Area of District” means that area situated in and overlapping the City limits of San Leandro.
- 1.33** The term “monthly late charge” means the 2.0% fee imposed on residential refuse accounts that become 90 days delinquent and on commercial refuse accounts that become 30 days delinquent.
- 1.34** The term “Multi-Family Dwelling” means a Residential Dwelling consisting of five or more units, attached by a common wall.
- 1.35** The term “Organics” means material originated from living plants and animals, including but not limited to Food Waste, and yard trimmings such as, grass, flowers, leaves, and branches that are not larger than six inches in diameter.
- 1.36** The term “Overage” means the visually identified number of gallons of discarded material in excess of six (6) inches from the closed position of a residential or commercial Collection Service Container.
- 1.37** The term “Owner” means the Person to whom a parcel or parcels of real property is assessed in the last equalized assessment roll at the address shown on such assessment roll or as known to the District Secretary.
- 1.38** The term “Person” means any human being, individual, firm, company, partnership, association and private, public and municipal corporations, the United States of America, the State of California, and all political subdivisions, governmental agencies and mandataries thereof.
- 1.39** The term “Project” means any activity that requires an application for a building permit, Demolition permit, encroachment permit, sewer permit or other similar permit for work in the District.
- 1.40** The term “Recyclable Materials” means those Discarded Materials which, when separated from other Discarded Materials and properly processed, can be turned into materials made beneficial for Reuse, including, but not limited to empty bottles, empty jars, empty jugs, empty cans, paper not used for food or drink, and cardboard not used for food or drink.

- 1.41** The term “Recycling” means the process of collecting, sorting, cleansing, treating, and/or reconstituting of discarded materials that would otherwise be landfilled. .
- 1.42** The term “Recycling Service” means services and facilities for the collection and Recycling of those Discarded Materials determined by the District to be Recyclable Materials.
- 1.43** The term “Refunds” means the amounts of monetary reimbursement given to any recycling/green waste customer for charges which were erroneously levied and paid, limited to the maximum of the previous four years.
- 1.44** The term “Renovation” means any change, addition or modification in an existing structure or improvement.
- 1.45** The term “Residential Dwelling” means a residence, flat, apartment, mobile home or other facility used, or capable of being used, for housing one or more Persons.
- 1.46** The term “Reuse” means further or repeated use of Construction or Demolition Debris in the same or different form.
- 1.47** The term “Salvage” means the controlled removal of C&D Debris from a permitted building or Demolition site for the purposes of Recycling, Reuse, or storage for later Recycling or Reuse.
- 1.48** The term “Solid Waste” means mixed or segregated discarded materials, commonly referred to as Trash, Recyclables, or Organics, resulting from residential, commercial, or industrial activities. Solid Waste does not include discarded materials that require special handling, such as Hazardous, Medical, Demolition or Construction wastes.
- 1.49** The term “Source Separated” means Recyclable or Compostable Materials that have been segregated for recycling or organics collection by or for the Generator on the premises where they were generated.
- 1.50** The term “Targeted Materials” means the C&D Debris listed pursuant to Section 4.4-5 of this Ordinance.
- 1.51** The term “Tier 1 Commercial Edible Food Generator” means, as defined in SB 1383, a commercial edible food generator that is one of the following: supermarket, grocery store with a total facility size equal to or greater than 10,000 square feet, food service provider, food distributor, or wholesale food vendor.
- 1.52** The term “Tier 2 Commercial Edible Food Generator” means, as defined in SB 1383, a commercial edible food generator that is one of the following: restaurants with 250 or more seats or a total facility size equal to or greater than 5,000 square feet, or a hotel with an on-site food facility with 200 or more rooms, or a health facility with an on-site food facility with 100 or more beds, large venue, a large event, a State agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet, or a local education agency with an on-site food facility.

- 1.53 The term “Trash” means those Discarded Materials which, for the purpose of disposal, have been placed in a Collection Service Container that is regularly emptied by the District’s Designated Collector; Trash shall not include Discarded Materials required pursuant to the provisions hereto to be separated, set aside, handled, packaged or offered for collection separately from other Discarded Materials for the purpose of Recycling or Composting or requires special handling such as demolition, construction, hazardous, and medical wastes.
- 1.54 The term “Trash Collection Service” means services and facilities for the collection and disposal of non-recyclable, non-compostable, and other discarded materials that do not require special handling.
- 1.55 The term “Motor Oil” means lubricating oils for passenger vehicles.
- 1.56 The term “Motor Oil Filters” means lubricating oil filters for passenger vehicles.
- 1.57 The term “Waiver” means a period of time a commercial business is allowed to delay subscribing to the required recycling and/or organics services due to Physical Space constraints or De Minimis. The District or the District’s Authorized Representative may grant a commercial business a waiver for up to five years.
- 1.58 The term “White Goods” means discarded washers, dryers, refrigerators, ranges, water heaters, small air conditioning units, and other similar household appliances.

2. GENERAL

2.1 Required Solid Waste Collection Services

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

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

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

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

2.2 Residential Property Up to Four Dwellings

An Owner or Person in possession or control of a Residential Dwelling with four or fewer units, commonly referred to as a Single-Family Dwelling (SFD), shall subscribe to Trash, Recycling, and Organics collection services with the Designated Collector within 15 days of occupancy or shall demonstrate to the District that an exemption applies. A minimum of 20-gallons of trash collection service per week is required per residential dwelling. A SFD is not eligible for a collection service waiver.

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

2.3 Residential Property with Five+ Dwellings

An Owner or Person in possession or control of a Residential Property with five or more units, commonly referred to as a Multi-Family Dwelling (MFD), shall subscribe and maintain sufficient number, size, and frequency of Trash, Recycling, and Organics services with the District's Designated Collector to ensure all discarded materials fit properly into the Collection Service Containers with the lid closed flat. A minimum of 20-gallons trash collection service per week is required per residential dwelling (unit). Collection service containers must be readily accessible to tenants, employees, the District, the District's Authorized Representative, and the Designated Collector. MFDs are not eligible for collection service exemption(s) or waiver(s).

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

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

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

2.4 Commercial and Industrial Properties

An Owner or Person in possession or control of a commercial business in the District shall subscribe to and maintain a sufficient number, size, and frequency of Trash, Recycling, and Organics services with the District's Designated Collector to ensure no accumulation of putrescible waste shall exceed seven days on the property and

all discarded materials are sorted properly and fit into the Collection Service Containers with the lids closed flat. Collection service containers must be readily accessible to employees, janitorial service providers, the District, the District's Authorized Representative, and the Designated Collector.

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

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

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

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

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

2.5 Exemptions from Trash Collection Service

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

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

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

2.6 Insufficient Collection Service(s)

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

2.7 Failure to Subscribe and Maintain the Required Collection Services

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

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

2.8 Collection Service Container Contamination

If the District or the District's Authorized Representative, upon review of Collection Service Containers, identifies prohibited materials, a notice shall be issued informing the Generator of the contaminant(s), along with information on how to use the Collection Service Containers and how to sort their discarded materials properly. The District or the District's Authorized Representative may issue a penalty as set forth in section 7.3 "Violation and Penalty of this Ordinance".

3. DISPOSAL OF SOLID WASTE AND OTHER DISCARDED MATERIALS

3.1 Unlawful Disposal

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

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

3.2 Burning

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

4. CONTAINERS

4.1 Containers for Solid Waste Collection Services

The District's Designated Collector shall provide each Person subscribed to solid waste collection services in the District with trash, recycling, and organics containers to be used for regular collection of discarded materials. A Multi-Family Dwelling or a

commercial business using their own Collection Service Container(s) must ensure their container(s) are compatible with the Designated Collector's collection service vehicles. A Person subscribed to cart service must use the District's approved collection service carts.

Collection service containers shall be constructed of metal or plastic material, be water tight, be equipped with handles, have tight fitting covers with handles, and shall, at all times, be proof against access of flies to the contents thereof. Such containers shall be kept in a sanitary condition by their Owner(s) or user(s). At no time shall the Designated Collector be required to remove discarded materials not in a Collection Service Container, unless such service is specified by separate contract.

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

4.2 Containers for Discarded Materials Other Than Solid Waste

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

4.3 District Specified Containers and Designated Collection Area

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

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

4.4 Construction Projects - Container Required

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

4.5 Diversion of Construction and Demolition Debris

This Section is adopted in order to supplement the provisions of the California Integrated Waste Management Act of 1989, which requires that each local jurisdiction in the State Divert 50% of Discarded Materials from landfills by December 31, 2000, and aid in compliance with the Alameda County Waste Reduction and Recycling Act of 1990 (Measure D). The intent of this Section is to divert building materials from landfills, thereby conserving natural resources. To that end, Projects that are subject to the requirements of this Section shall achieve the District's Diversion Attainment as defined herein. This Section shall only apply to

those areas of the District within jurisdictions that do not have a Construction and Demolition Diversion requirement.

4.5-1 Covered Projects

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

4.5-2 Non-Covered Projects

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

4.5-3 Certification Process and Compliance Audits

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

4.6 Debris Recycling Statements

4.6-1 Submission of Debris Recycling Statement

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

7. The District's Diversion Attainment; and
8. Any other information requested, and deemed necessary for determining compliance with this Section, by the District's Authorized Representative.

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

4.6-2 Review of Debris Recycling Statement

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

4.7 Compliance

4.7-1 Weighing of C&D Debris

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

4.7-2 Determination of Compliance

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

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

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

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

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

4.7-3 Right to Monitor and Inspect

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

4.7-4 Supporting Documentation

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

4.7-5 Targeted Materials

In furtherance of the goals established by this Section, the District's Authorized Representative, shall establish a list of materials that could

potentially be Reused, recycled, or Salvaged, and may, from time to time, amend the list based upon local markets and conditions, taking into consideration the economic feasibility of compliance, and the availability of local Recycling facilities as listed on the District's Debris Recycling Statement.

4.8 Non-Compliance

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

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

5. COLLECTION SERVICES

5.1 Frequency, Days, and Times of Collection

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

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

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

5.2 Permit for Removal of Discarded Materials

It shall be unlawful for any Person(s) to collect or carry Discarded Materials through the streets of the District without first having obtained a permit from the District to do so except as provided in Section 2.3 and with the exception that an Owner or Person receiving residential service shall have the right to remove the same without obtaining a permit.

5.3 Designated Collector - Professional Responsibilities

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

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

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

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

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

5.5 Ownership of Discarded Materials

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

6. RATES FOR SERVICE

6.1 Rates to Be Charged

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

The charges have been calculated by the Designated Collector so as to ensure that the amounts charged by the Designated Collector to customers are reasonable and that the Designated Collector receives a reasonable rate of return. The charges shown in Exhibits "A", "B", "C" and "D" have been reviewed for reasonableness by

the District. Prior to any increase in the charges, the District shall publish notice of the meeting at which such increases of maximum charges will be heard.

6.2 Billing, Collection of Charges, and Enforcement of Collection

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

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

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

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

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

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

6.3 Refunds for Solid Waste Overcharges

When any refund of recycling or organics charges become due and owing by virtue of action of this Board or by virtue of any error made in ascertaining charges applicable to any customer, the District's General Manager is authorized to approve the refund for a retroactive period not to exceed four years. The District's policy is not to pay any interest of any kind on refunds.

When it is determined in the field that a customer's trash service level is inconsistent with the billing records and the hauler has been overcharging, the hauler will process a refund to the customer for the retroactive period when the customer was overcharged, not to exceed three years.

7. MISCELLANEOUS

7.1 Disputes

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

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

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

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

7.3 Violation and Penalty of this Ordinance

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

Penalties for Non-Compliance

The District or the District's Authorized Representative shall initiate the penalty process for the following violations of this Ordinance as set forth in CalRecycle SLCP Section 18995.1:

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

The amount of penalties for the foregoing violations in accordance with CalRecycle SLCP, Section 18997.2, shall be as follows:

- First violation, the amount shall be \$50 per violation;
- Second violation, the amount shall be \$100 per violation;
- Third or subsequent violation, the amount shall be \$250 per violation.

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

Penalties for Cart Contamination

- The amount shall be the same as same day special collection for trash cart service based on the size of the container with the prohibited discarded material(s) per container and per service collection occurrence.

Penalties for Bin Contamination

- The amount shall be the same as same day special collection for trash bin service based on the size of the container with the prohibited discarded materials per container and per service collection occurrence.

Penalties for Drop Box Contamination

- The amount shall be the same as the per cubic yard rate for drop box trash collection service per service collection occurrence.

7.4 Conflicts

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

7.5 Existing and Inconsistent Ordinances

Ordinance No. 34-465 is hereby superseded as of the effective date hereof.

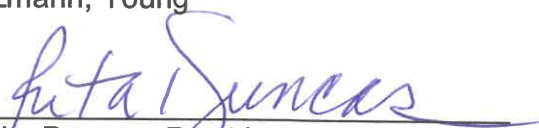
7.6 Publication

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



I certify the foregoing is a full, true and correct copy of an ordinance duly and regularly adopted by the Sanitary Board of the Oro Loma Sanitary District, Alameda County, California, at a meeting thereof held on the 16th day of August 2022, by the following vote of the members thereof:

AYES, Members:	Duncan, Lee, Simon, Stelzmann, Young
NOES, Members:	None
ABSTAIN, Members:	None


 Rita Duncan, President

Countersigned:



 Shelia Young, Secretary

EXHIBIT A

**RATES FOR TRASH COLLECTION SERVICE
L1 (Unincorporated) and L2 (Hayward) Areas
(Effective September 1, 2022)**

1. RESIDENTIAL SERVICE

For the collection, removal and disposal of Trash, there shall be a minimum monthly charge of \$10.86 based upon one collection per week of one 20-gallon cart of Trash for each and every residential unit. The 20-gallon cart rate shall only apply to those customers subscribing to one cart per residential unit service. Residential dwellings are not eligible to share 20-gallon trash cart collection service.

- 1.1) The monthly service charge for trash cart sizes other than 20-gallons, shall be as follows:

Cart Size	Rate
35 gallons	\$21.67
65 gallons	\$43.38
95 gallons	\$65.04

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

Cart Size	Rate
20 gallons	Not Available
35 gallons	\$6.75
65 gallons	\$13.18
95 gallons	\$20.07

- 1.3) The cost for prepaid "Tag-it" service consisting of a label affixed to a customer-provided plastic bag with a maximum 35-gallon capacity shall be \$5.09 per bag. Tag-it collection service is available only on the regular service day.

1.4) Bulky Waste Collection Service

Each residential customer account (four or fewer units) subscribed to Trash cart collection service from the District's Designated Collector shall be entitled to two "on-call" Bulky Waste Collections per calendar year at no additional charge, pursuant to eligibility requirements and guidelines approved by the District. Each "on-call" Bulky Waste Collection Service could include up to three large household appliances, and up to four passenger vehicle tires without rims, and bundled yard trimmings and wood not exceeding 4 feet in length and 6 inches in diameter, and up to 2 cubic yards of bagged trash or disposable containers. The rate for materials in excess of those described in this section shall be \$24.21 per cubic yard.

The cost for each additional bulky waste collection service shall be comprised of a \$58.35 service charge, plus an additional \$24.21 per each cubic yard collected. Bulky waste collection service is available only on the regular service day.

1.5) Overage Cart Fee

The fee for overfilling a trash cart may be applied to carts with lids open more than six (6) inches from the closed position. The Designated Collector shall collect acceptable items in excess of the six (6) inches from the closed position and may bill an additional fee, provided that Designated Collector has video or photo documentation of the setout and completes collection of the setout on the scheduled service day. The fee is based on the monthly-subscribed service rate, divided by 2.5, as follows:

Cart Size	Rate
20 gallons	\$4.34
35 gallons	\$8.67
65 gallons	\$17.35
95 gallons	\$26.02

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

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

Cart Size	Rate
20 gallons	\$10.86
35 gallons	\$19.49
65 gallons	\$39.07
95 gallons	\$58.53

2.2) Bulky Waste Collection Service

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

Bulky Waste Truck Collection Service charge is \$58.35, plus \$24.21 per cubic yard collected

Or

Drop Box Collection Service charge same as set forth Exhibit A, Section 3.4.

The MFD or MHP and the Designated Collector shall agree upon the type of Bulky Waste Collection Service for the property and collection placement.

2.3) Overage Cart Fee

The fee for overfilling a trash cart may be applied to carts with lids open more than six (6) inches from the closed position. The Designated Collector shall collect acceptable items in excess of six (6) inches from the closed position and may bill an additional fee, provided that Designated Collector has video or photo documentation of the setout and completes collection of the setout on the scheduled service day. The fee is based on the monthly-subscribed service rate, divided by 2.5, as follows:

Cart Size	Rate
20 gallons	\$4.34
35 gallons	\$7.80
65 gallons	\$15.63
95 gallons	\$23.41

3. COMMERCIAL AND INDUSTRIAL COLLECTION SERVICE

- 3.1) For the weekly collection, removal, and disposal of Trash from commercial and industrial accounts subscribed to cart service the following monthly charges shall apply:

Cart Size	Rate
35 gallons	\$24.36
65 gallons	\$49.09
95 gallons	\$73.62

- 3.2) For the weekly collection, removal, and disposal of Trash from commercial and industrial accounts subscribed to bin service, the rate per cubic yard shall be \$26.17 plus the following monthly "bin" rental container charge:

Bin Size Cubic Yard(s)	Rate
1	\$28.39
2	\$35.37
3	\$37.51
4	\$45.27
6	\$53.42
7	\$64.45

For each additional bin collection service occurring in the same week, the monthly rental bin charge may be adjusted accordingly to reflect the additional collection services. Examples of "total monthly charges" for various levels of "bin-" Trash collection service are summarized on Table A-3.5-1.

- 3.3) For the removal of Trash in a Compactor, the maximum rate per cubic yard shall be based and determined on the "Compactor type" of collection service provided. For

commercial Compactor “front end loader” type service, that rate shall be \$52.34 per cubic yard (twice the rate in Section 3.2); and for “roll off” type Compactor service, that rate shall be \$61.50 per cubic yard (twice the rate in Section 3.4).

- 3.4) For drop box Solid Waste service, the rate per cubic yard shall be \$30.75. In addition to the per cubic yard charge, the following charges may apply:
- a) “Placement” charges shall be \$70.97 for all size containers.
 - b) A “Demurrage” charge of \$53.81 per week and \$7.70 per day thereafter shall be charged for all size containers. This charge, which is for detaining a collection service truck, may be waived for 6, 14, and 20-cubic yard containers when four pulls (or service calls) per month are used. For a 30 and 40-cubic yard container, three pulls (or service calls) per month are needed for waiver of this charge. For a 50-cubic yard container, two pulls (or service calls) per month are needed for waiver.
 - c) “Flasher” charges shall be \$35.46 per haul.
 - d) A 6-cubic yard “dirt or similar weight material” only drop box shall be charged \$430.37.

Examples of “total monthly charges” for various levels of drop box Solid Waste collection service are summarized on Table A-3.5-2.

- 3.5) For ease of calculating the total monthly commercial and drop box collection service charges, the tables listed below may be used.

* The “bin” monthly rental costs are calculated on a 52-week year and include appropriate bin rental.

Table A-3.5-1

Bin Service Trash Collection	Number of Service Days per Week					
	1	2	3	4	5	6
Bin Size						
1 cubic yard	\$141.71	\$255.02	\$368.34	\$481.65	\$594.97	\$708.29
2 cubic yards	\$262.00	\$488.63	\$715.27	\$941.90	\$1,168.53	\$1,395.16
3 cubic yards	\$377.46	\$717.41	\$1,057.35	\$1,397.30	\$1,737.25	\$2,077.20
4 cubic yards	\$498.53	\$951.80	\$1,405.06	\$1,858.33	\$2,311.59	\$2,764.86
6 cubic yards	\$733.32	\$1,413.21	\$2,093.11	\$2,773.01	\$3,452.90	\$4,132.80
7 cubic yards	\$857.66	\$1,650.88	\$2,444.09	\$3,237.30	\$4,030.51	\$4,823.73
Trash Rate per cubic yard	\$26.17					

Table A-3.5-2

Special Collection Trash: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
64 gallons	Not Available	Not Available
96 gallons	Not Available	Not Available
1 cubic yard	\$26.17	\$38.87
2 cubic yards	\$52.34	\$77.75
3 cubic yards	\$78.51	\$116.63
4 cubic yards	\$104.68	\$155.50
6 cubic yards	\$157.02	\$233.25
7 cubic yards	\$183.19	\$272.15
Regular Service Day (Extra pick-up) = per cubic yard rate x # of cubic yards		

Table A-3.5-3

Drop Box	
Size Cubic Yards	Rate per Haul
6 only for dirt or similar weight material	\$430.37
14	\$430.37
20	\$615.00
30	\$922.50
40	\$1,230.00
50	\$1,537.50
Ancillary Fee	
Drop Box Rate per Cubic yard	\$30.75
Trash Drop Box Compactor Rate per cubic yard	\$61.50
Recyclables Drop Box Compactor Rate per cubic yard	\$30.75
Compostables Drop Box Compactor Rate per cubic yard	\$55.35
Placement Charge	\$70.97
Demurrage Rate Per Week	\$53.81
Demurrage Rate Per Day ***	\$7.70
Flasher Rate per Haul	\$35.46
Late/Finance Payment	2% of Balance

*** Rate is charge per day after the first week of no Haul

Monthly charges for Drop Box Services do not include: Placement, Demurrage, and Flasher charges. Those charges vary from account to account. The calculations herein in Table A-3.5-2 are for estimating purposes only.

4 Overage Rate

The Overage rate for Trash material in excess of the water level of the cart or bin, as determined by the collector, shall be \$0.71 per gallon or \$142.00 per cubic yard.

5. LOCK FEE

The fee to purchase a lock from the Designated Collector is \$27.55 per lock.

6. RESIDENTIAL BACKYARD CART COLLECTION SERVICE

The charge for the Designated Collector to retrieve the collection carts from the residential property and return the carts to their original location after service shall be \$13.74 per month in addition to the regular collection service rate. Backyard service includes up to three collection service carts.

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

7. STATE AND LOCAL MANDATED FEES

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

8. CHANGE IN RATES

As of September 1, 2012, and annually thereafter, residential, multi-family, and commercial Solid Waste rates may be subject to adjustment as outlined in the District's then current Agreement for Refuse, Recycling and Green Waste Services.

EXHIBIT B

RATES FOR TRASH COLLECTION SERVICE
L3 (San Leandro) Area
(Effective September 1, 2022)

1. RESIDENTIAL SERVICE

For the collection, removal and disposal of Trash, there shall be a minimum monthly charge of \$11.91 based upon one collection per week of one 20-gallon cart of Trash for each and every single-family residential unit. The 20-gallon cart rate shall only apply to those customers subscribing to one cart per residential unit service. Residential dwellings are not eligible to share 20-gallon trash cart collection service.

- 1.1) The monthly service charge for cart sizes other than 20-gallons, shall be as follows:

Cart Size	Rate
35 gallons	\$25.14
65 gallons	\$50.18
95 gallons	\$75.30

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

Cart Size	Rate
20 gallons	Not Available
35 gallons	\$7.76
65 gallons	\$15.22
95 gallons	\$23.23

- 1.3) The cost for prepaid "Tag-it" service consisting of a label to be affixed to a customer-provided plastic bag with a maximum 35-gallon capacity shall be \$5.89 per bag. Tag-it service is available only on the regular service day.

1.4) Bulky Waste Collection Service

Each residential customer accounts subscribed to Trash cart collection service from the District's Designated Collector shall be entitled to two "on-call" Bulky Waste Collections per calendar year at no additional charge, pursuant to eligibility requirements and guidelines approved by the District. Each "on-call" Bulky Waste Collection could include up to three large appliances, and up to four passenger vehicle tires without rims, and bundled yard trimmings and wood not exceeding 4 feet in length and 6 inches in diameter, and up to 2 cubic yards of bagged trash or disposable containers. The rate for materials in excess of those described in this section shall be \$27.96 per cubic yard.

The cost for each additional bulky waste collection service shall be comprised of a

\$67.48 service charge, plus an additional \$27.96 per each cubic yard collected. Bulky waste collection service is available only on the regular service day.

1.5) Overage Cart Fee

The fee for overfilling a cart may be applied to carts with lids open more than six (6) inches from the closed position. The Designated Collector shall collect acceptable items in excess of six (6) inches from the closed position and may bill an additional fee, provided that Designated Collector has video or photo documentation of the setout and completes collection of the setout on the scheduled service day. The fee is based on the monthly-subscribed service rate, divided by 2.5, as follows:

Cart Size	Rate
20 gallons	\$5.01
35 gallons	\$10.06
64 gallons	\$20.07
96 gallons	\$30.12

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

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

Cart Size	Rate
20 gallons	\$12.53
35 gallons	\$22.63
65 gallons	\$45.17
95 gallons	\$67.80

2.2) Bulky Waste Collection Service

MFDs and MHPs with centralized billing may arrange for bulky waste collection service at a cost. MFDs & MHPs are not eligible for the two Residential no-charge on-call bulky waste collection services per year. Bulky waste MFD & MHP Collection Service Options:

Bulky Waste Truck Collection Service charge is \$67.48, plus \$27.96 per cubic yard collected

Or

Drop Box Collection Service charge is the same as set forth in Exhibit B, Section 3.4. The MFD or MHP and the Designated Collector shall agree upon the type of Bulky Waste Collection Service for the property and collection placement.

2.3) Overage Cart Fee

The fee for MFDs or MHPs for overfilling a trash cart may be applied to carts with lids open more than six (6) inches from the closed position. The Designated Collector shall collect acceptable items in excess of six (6) inches from the closed position and may bill an additional fee, provided that Designated Collector has video or photo documentation of the setout and completes collection of the setout on the scheduled service day. The fee is based on the monthly-subscribed service rate, divided by 2.5, as follows:

Cart Size	Rate
20 gallons	\$5.01
35 gallons	\$9.05
65 gallons	\$18.07
95 gallons	\$27.12

3. COMMERCIAL AND INDUSTRIAL SERVICE

- 3.1) For the weekly collection, removal and disposal of Trash from commercial and industrial accounts subscribed to cart service the following monthly charges shall apply:

Cart Service	Rate
35 gallons	\$28.39
65 gallons	\$56.80
95 gallons	\$85.20

- 3.2) For the weekly collection, removal and disposal of Trash in other than carts, the rate per cubic yard shall be \$30.29 plus the following monthly "bin" rental container charge:

Bin Size Cubic Yard(s)	Rate
1	\$32.85
2	\$42.26
3	\$43.40
4	\$52.42
6	\$61.72
7	\$74.60

For each additional "bin" collection service occurring in the same week, the monthly rental bin charge may be adjusted accordingly to reflect the additional collection services. Examples of "total monthly charges" for various levels of "bin" Trash collection service are summarized on Table B-3.5-1.

- 3.3) For the removal of Trash in a Compactor, the maximum rate per cubic yard shall be based and determined on the "Compactor type" of collection service provided. For commercial Compactor "front end loader" type service, that rate shall be \$60.58 per cubic yard (twice the rate in Section 3.2); and for "drop box" type Compactor service, that rate shall be 71.10 per cubic yard (twice the rate in Section 3.4).

- 3.4) For drop box Solid Waste collection service, the rate per cubic yard shall be \$35.55. In addition to the per cubic yard charge, the following charges may apply:
- a) "Placement" charges shall be \$82.11 for all size drop boxes.
 - b) A "Demurrage" charge of \$57.22 per week and \$8.20 per day thereafter shall be charged for all size drop boxes. This charge, which is for detaining a drop box collection service truck, may be waived for 6, 14, and 20-cubic yard containers when four pulls (or service calls) per month are used. For a 30 and 40-cubic yard drop box, three pulls (or service calls) per month are needed for waiver of this charge. For a 50-cubic yard container, two pulls (or service calls) per month are needed for waiver.
 - c) "Flasher" charges shall be \$41.00 per haul.
 - d) A 6-cubic yard "dirt or similar weight material" only drop box, shall be charged 497.70.

Examples of "total monthly charges" for various levels of drop box Trash service are summarized on Table B-3.5-3.

- 3.5) For ease of calculating the total monthly commercial and drop box Solid Waste collection service charges, the tables listed below may be used.
- * The "bin" monthly rental costs are calculated on a 52-week year and include appropriate bin rental.

Table B-3.5-1

Trash	Number of Service Days per Week					
Bin Size	1	2	3	4	5	6
1 cubic yard	\$164.01	\$295.16	\$426.32	\$557.47	\$688.63	\$819.78
2 cubic yards	\$304.57	\$566.88	\$829.19	\$1,091.51	\$1,353.82	\$1,616.13
3 cubic yards	\$436.87	\$830.33	\$1,223.80	\$1,617.27	\$2,010.74	\$2,404.20
4 cubic yards	\$577.04	\$1,101.67	\$1,626.29	\$2,150.91	\$2,675.53	\$3,200.16
6 cubic yards	\$848.65	\$1,635.59	\$2,422.52	\$3,209.46	\$3,996.39	\$4,783.33
7 cubic yards	\$992.69	\$1,910.78	\$2,828.87	\$3,746.96	\$4,665.05	\$5,583.14

Table B-3.5-2

Special Collection Trash: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
64 gallons	Not Available	Not Available
96 gallons	Not Available	Not Available
1 cubic yard	\$30.29	\$44.95
2 cubic yards	\$60.58	\$89.90
3 cubic yards	\$90.87	\$134.82
4 cubic yards	\$121.16	\$179.78
6 cubic yards	\$181.74	\$269.69
7 cubic yards	\$212.03	\$314.65

Table B-3.5-3

Drop Box Size	
Size Cubic Yards	Rate per Haul
6 only for dirt or similar weight material	\$497.70
14	\$497.70
20	\$711.00
30	\$1,066.50
40	\$1,422.00
50	\$1,777.50
Ancillary Fee	
Drop Box Rate per cubic yard	\$35.55
Trash Drop Box Compactor Rate per cubic yard	\$71.10
Recycle Drop Box Compactor Rate per cubic yard	\$35.55
Organic Drop Box Compactor Rate per cubic yard	\$63.99
Placement Charge	\$82.11
Demurrage Rate Per Week	\$57.22
Demurrage Rate Per Day ***	\$8.20
Flasher Rate per Haul	\$41.00
Late/Finance Payment	2% of balance

*** Rate is charge per day after the first week of no Haul

Monthly charges for Drop Box Services do not include: Placement, Demurrage, and Flasher charges. Those charges vary from account to account. The calculations herein in Table B-3.5-3 are for estimating purposes only.

4. OVERAGE RATE

The Overage rate for Trash in excess of the water level of the cart or bin, as determined by the collector, shall be \$0.71 per gallon or \$142.00 per cubic yard.

5. LOCK FEE

The fee to purchase a lock from the Designated Collector is \$27.55 per lock.

6. RESIDENTIAL BACKYARD CART COLLECTION

The charge for the Designated Collector to retrieve the collection carts from the residential property and return the carts to original location after service shall be \$15.91 per month in addition to the regular collection service rate. Backyard service includes up to three collection service carts.

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

7. STATE AND LOCAL MANDATED FEES

Residential and commercial billing shall state in a separate line item the amount of total charges reflected on the bill, which are required by state and local mandated fees. In addition, should additional state and local mandated fees be imposed upon the District's authorized solid waste contractor, the contractor may request a Solid Waste rate adjustment

as outlined in the District's then current Franchise Agreement for Refuse, Recycling and Green Waste Services.

8. CHANGE IN RATES

As of September 1, 2012, and annually thereafter, residential, multi-family, and commercial Solid Waste rates may be subject to adjustment as outlined in the District's then current Agreement for Refuse, Recycling, and Green Waste Services.

EXHIBIT C

RATES FOR RESIDENTIAL RECYCLING AND ORGANICS SERVICES

(Effective September 1, 2022)

1. **Extent of Service**

Recycling and Organics collection services shall be provided to all eligible single-family and multi-family residences in the District. Pursuant to the state of California and local solid waste mandates, Recycling and Organics collection services are mandatory for all residential and multi-family customers, and exemptions from Recycling and Organics services shall not be granted. The listing of those units eligible for service, by street name and address, shall be detailed by the District and verified by the Designated Collector. As part of the Recycling collection service, eligible single-family residences are entitled to dispose of Recyclable Materials, Motor Oil and Motor Oil Filters, and Batteries. Motor oil collection jugs and motor oil filter collection bags shall be provided by the District's Designated Collector upon request and collected on the customer's collection service day. Batteries must be contained in a separate customer provided, sealed, heavy-duty plastic bag, and placed on top of the designated collection service cart and collected on the customer's Recycling collection service day.

2. **Establishing Charges**

For the purpose of the charges established in Sections 1.3, 1.4 and 1.5 of Exhibits "A" and "B", each single-family home, each dwelling unit in a Multiple Family Dwelling (five or more units), each mobile home, motor home, or livable trailer in a mobile home park shall be considered a "residential unit."

3. **Residential Recycling Charges in the L1 (Unincorporated) and L3 (San Leandro) Areas of the District**

For the collection of empty bottles, empty cans, paper not used for food or drink, cardboard not food or drink, motor oil and motor oil filters, and batteries in the L1 and L3 Areas of the District. The District does not provide residential Recycling collection services in the L2 (Hayward) Area of the District.

For the bi-weekly recycling cart or weekly bin collection service, and processing of empty bottles, empty cans, empty jars, empty jugs, paper not used for food or drink, cardboard not used for food or drink, motor oil, motor oil filters, and batteries, there shall be a monthly charge of \$1.75 for each and every eligible residential unit, with no volume limitations. Said charge shall be collected on the Alameda County tax roll, and shall not be subject to the annual rate increase per the District's current Agreement for Refuse, Recycling, and Green Waste Services.

4. **Organics Collection Charges in the L1 (Unincorporated) and L3 (San Leandro) Areas of the District**

For the weekly collection service and processing of Organics (yard trimmings and food waste), there shall be a monthly charge of \$4.35 for each eligible residential unit, with a volume limitation of one 95-gallons per residential unit. Said charge shall be collected on

the Alameda County tax roll or through direct billing by the Designated Collector, and shall not be subject to the annual rate increase per the District's current Agreement for Refuse, Recycling, and Green Waste Services.

For the purpose of this charge, mobile home parks with five or more units collectively billed and paid on a single invoice and apartments with five or more units collected on the tax roll as one parcel will receive a 10% discount constituting a monthly charge of \$4.07 per unit for Organics collection services. Said charge shall be collected on the Alameda County tax roll, and shall not be subject to the annual rate increase per the District's current Agreement for Refuse, Recycling, and Green Waste Services.

Should a single-family residential customer request a second cart for Organics collection service, the following additional monthly charges per residential unit shall be incurred and invoiced to the customer by the District's Designated Collector in the L1 (Unincorporated) area:

- | | |
|--------------------------|---------------|
| 1. 65-gallon can or cart | \$ 11.60 each |
| 2. 95-gallon can or cart | \$ 18.02 each |

This service is provided at no charge in the L3 area (San Leandro).

The combined service charge for Recycling and Organics collection services in the L1 and L3 Areas of the District, excluding the service charge for the second 95-gallon Green Waste cart in the L1 Area, and collected on the Alameda County tax roll, shall be:

- | | |
|---|---------------------------------------|
| a) Single family homes, mobile home residences, townhomes, condos, and apartments with four units or fewer | \$6.10/unit/month (\$73.20/unit/year) |
| b) Mobile home parks with five units or more, collectively billed and paid on a single invoice, and apartments with five units or more, collected on the tax roll as one parcel | \$5.82/unit/month (\$69.84/unit/year) |

These charges shall not be subject to the annual rate increase per the District's current Agreement for Refuse, Recycling, and Green Waste Services.

5. Residential Organics Collection Charges in the L2 (Hayward) Area of the District

For the weekly collection, transportation, and processing of Organics (yard trimmings and food waste) in the Hayward Area of the District, that rate shall be determined, set and collected pursuant to the special written agreement between the City of Hayward, Oro Loma Sanitary District and Waste Management of Alameda County, Inc. However, in any event, the monthly charge for Organics collection service shall not exceed \$4.35 per eligible unit, with a volume limitation of one 95-gallon cart per residential unit. Said charge shall be invoiced to the customer by the District's Designated Collector, and shall not be subject to the annual rate increase per the District's current Agreement for Refuse, Recycling, and Green Waste Services.

Should a single-family residential customer request a second cart for Organics collection service, the following additional monthly charges per residential unit shall be incurred and invoiced to the customer by the District's Designated Collector:

- | | |
|-------------------|---------------|
| 1. 65-gallon cart | \$ 11.60 each |
| 2. 95-gallon cart | \$ 18.02 each |

EXHIBIT D

RATES FOR COMMERCIAL & INDUSTRIAL RECYCLING AND ORGANICS SERVICES (Effective September 1, 2022)

1. RECYCLING COLLECTION SERVICE

1.1 Extent of Service

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

1.2 Charges

For the collection, transportation, and processing of Recyclable Materials, one 95-gallon Recycling cart shall be provided by the District's authorized collector to each customer, at \$8.98 per month for customers in the L1-L2 (Unincorporated-Hayward) Areas, and at no charge to customers in the L3 (San Leandro) area.

All eligible public schools in the District shall receive single stream Recycling services at no charge.

For all other customers, the rate charged by the District's authorized collector per cubic yard, per customer, shall be \$14.05 for the L1-L2 (Unincorporated-Hayward) areas and \$14.77 for the L3 (San Leandro) area.

For ease of calculating examples of the total monthly commercial Recycling collection service charges, Table D-1.3-1 (L1-L2 areas) and Table D-1.3-2 (L3 area) listed below may be used.

Table D-1.3-1 L1-L2 (Unincorporated/Hayward areas)

Recycling	Number of Service Days per Week					
Bin Size	1	2	3	4	5	6
1 cubic yard	\$60.84	\$121.67	\$182.51	\$243.35	\$304.18	\$365.02
2 cubic yards	\$121.67	\$243.35	\$365.02	\$486.69	\$608.37	\$730.04
3 cubic yards	\$182.51	\$365.02	\$547.53	\$730.04	\$912.55	\$1,095.06
4 cubic yards	\$243.35	\$486.69	\$730.04	\$973.38	\$1,216.73	\$1,460.08
6 cubic yards	\$365.02	\$730.04	\$1,095.06	\$1,460.08	\$1,825.10	\$2,190.11
7 cubic yards	\$425.86	\$851.71	\$1,277.57	\$1,703.42	\$2,129.28	\$2,555.13

Special Collection Recycle: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
64 gallons	Not Available	Not Available
96 gallons	Not Available	Not Available
1 cubic yard	\$14.05	\$21.08
2 cubic yards	\$28.10	\$42.15
3 cubic yards	\$42.15	\$63.23
4 cubic yards	\$56.20	\$84.30
6 cubic yards	\$84.30	\$126.45
7 cubic yards	\$98.35	\$147.53

Table D-1.3-2 L3 (San Leandro area)

Recycle	Number of Service Days per Week					
Bin Size	1	2	3	4	5	6
1 cubic yard	\$63.95	\$127.91	\$191.86	\$255.82	\$319.77	\$383.72
2 cubic yards	\$127.91	\$255.82	\$383.72	\$511.63	\$639.54	\$767.45
3 cubic yards	\$191.86	\$383.72	\$575.59	\$767.45	\$959.31	\$1,151.17
4 cubic yards	\$255.82	\$511.63	\$767.45	\$1,023.27	\$1,279.08	\$1,534.90
6 cubic yards	\$383.72	\$767.45	\$1,151.17	\$1,534.90	\$1,918.62	\$2,302.35
7 cubic yards	\$447.68	\$895.36	\$1,343.04	\$1,790.71	\$2,238.39	\$2,686.07

Special Collection Recycle: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
64 gallons	Not Available	Not Available
96 gallons	Not Available	Not Available
1 cubic yard	\$14.77	\$22.16
2 cubic yards	\$29.54	\$44.31
3 cubic yards	\$44.31	\$66.47
4 cubic yards	\$59.08	\$88.62
6 cubic yards	\$88.62	\$132.93
7 cubic yards	\$103.39	\$155.09

2. ORGANICS COLLECTION SERVICE

2.1 Extent of Service

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

2.2 Charges

For the collection, transportation, and processing of Organics, one 95-gallon Organics collection service cart shall be provided by the District's Designated Collector to commercial and industrial customers, at no charge. For additional or other organics collection services, the following monthly charges shall be incurred and invoiced to the customer by the District's Designated Collector:

L1-L2 (Unincorporated/Hayward areas)

Organics	Number of Service Days per Week					
Container Size	1	2	3	4	5	6
20 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
35 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
65 gallons per additional cart	\$44.18	Not Available	Not Available	Not Available	Not Available	Not Available
95 gallons per additional cart	\$66.26	Not Available	Not Available	Not Available	Not Available	Not Available
1 cubic yard	\$127.54	\$229.52	\$331.51	\$433.49	\$535.47	\$637.46
2 cubic yards	\$235.80	\$439.77	\$643.74	\$847.71	\$1,051.68	\$1,255.64
3 cubic yards	\$339.71	\$645.67	\$951.62	\$1,257.57	\$1,563.53	\$1,869.48
4 cubic yards	\$448.68	\$856.62	\$1,264.55	\$1,672.50	\$2,080.43	\$2,488.37
6 cubic yards	\$659.99	\$1,271.89	\$1,883.80	\$2,495.71	\$3,107.61	\$3,719.52
7 cubic yards	\$771.89	\$1,485.79	\$2,199.68	\$2,913.57	\$3,627.46	\$4,341.36

Special Collection Organics: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
64 gallons	Not Available	Not Available
96 gallons	Not Available	Not Available
1 cubic yard	\$23.55	\$34.98
2 cubic yards	\$47.11	\$69.98
3 cubic yards	\$70.66	\$104.97
4 cubic yards	\$94.21	\$139.95
6 cubic yards	\$141.32	\$209.93
7 cubic yards	\$164.87	\$244.94

L3 (San Leandro area)

Organics	Number of Service Days per Week					
Container Size	1	2	3	4	5	6
20 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
35 gallons	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
65 gallons per additional cart	\$51.12	Not Available	Not Available	Not Available	Not Available	Not Available
95 gallons per additional cart	\$76.68	Not Available	Not Available	Not Available	Not Available	Not Available
1 cubic yard	\$147.61	\$265.64	\$383.69	\$501.72	\$619.77	\$737.80
2 cubic yards	\$274.11	\$510.19	\$746.27	\$982.36	\$1,218.44	\$1,454.52
3 cubic yards	\$393.18	\$747.30	\$1,101.42	\$1,455.54	\$1,809.67	\$2,163.78
4 cubic yards	\$519.34	\$991.50	\$1,463.66	\$1,935.82	\$2,407.98	\$2,880.14
6 cubic yards	\$763.79	\$1,472.03	\$2,180.27	\$2,888.51	\$3,596.75	\$4,305.00
7 cubic yards	\$893.42	\$1,719.70	\$2,545.98	\$3,372.26	\$4,198.55	\$5,024.83

Special Collection Organics: Extra Pick Up	Regular Service Day	Non-Service Day
20 gallons	Not Available	Not Available
35 gallons	Not Available	Not Available
65 gallons	Not Available	Not Available
95 gallons	Not Available	Not Available
1 cubic yard	\$27.26	\$40.46
2 cubic yards	\$54.52	\$80.91
3 cubic yards	\$81.78	\$121.34
4 cubic yards	\$109.04	\$161.80
6 cubic yards	\$163.57	\$242.72
7 cubic yards	\$190.83	\$283.19