

**ORO LOMA SANITARY DISTRICT**

**Ordinance No. 34-41**

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



**Effective September 1, 2016**

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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 “Bag It” means a designated plastic bag with a maximum capacity of 35 gallons, which can be purchased from the District, filled with refuse, and disposed of on the regular service day. The collection and disposal cost for this service is included in the refuse rates.
- 1.5** The term “Bagster Program” means the program in which the customer purchases a Bagster bag from a hardware store, fills it with up to three cubic yards or 3,300 pounds of Refuse, Recyclable Materials, Green Waste, Construction Debris, and/or bulky items, and Designated Collector collects the bag for a fee.
- 1.6** 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.
- 1.7** The term “Board” means the Sanitary Board of the District.
- 1.8** The term “Bulky Cleanups” 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 Cleanup, the customer must have Curbside service and have four units or less. For Multiple Family Dwellings with five or less units using Curbside service and where the Owner pays for the service, the Owner will schedule each of the Bulky Cleanups for all tenants on the same date. If the tenants have individual accounts for Curbside service with the Designated Collector, each tenant may schedule their own Bulky Cleanup date(s).
- 1.9** The term “Cell Phone” means a portable, usually cordless telephone, for use in a cellular system, also known as “Mobile Phone”.
- 1.10** The term “Cell Phone Collection” means Cell Phones that are collected and contained in a Customer provided sealed heavy-duty plastic bag and placed on top of the Recycling Cart, as part of Residential Dwelling Recyclables Collection Service.
- 1.11** The term “Certified Applicant” means an Applicant who has demonstrated compliance with the requirements of Section 4.7-2 of this Ordinance.

- 1.12** The term “Compactor” means a stationary commercial packer that is defined as a closed container in which Refuse (noncombustible dry Garbage) is 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 “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.
- 1.16** The term “Covered Project” means a Project that is subject to the requirements of this Ordinance.
- 1.17** The term “Curbside” means the placement of containers in the street, adjacent to the curb, or as designated by the Authorized Representative.
- 1.18** 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.
- 1.19** 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.
- 1.20** 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 Refuse or other Discarded Materials from premises within the District. There may be more than one Designated Collector.
- 1.21** 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. “Chemicals,” including, but not limited to, paints, motor oil, and lubricants;
  - b. “Crushables,” including, but not limited to, rock, ceramics, concrete, and brick;
  - c. “Glass,” including, but not limited to, glass containers and window glass;

- d. "Green Waste," 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;
- e. "Manures," including, but not limited to, livestock and horse manure;
- f. "Metals," both ferrous and nonferrous, including, but not limited to, cans, parts from abandoned vehicles, plumbing, fences, metal doors and screens;
- g. "Paper," including, but not limited to, newsprint, ledger paper, computer paper, corrugated cardboard and mixed paper;
- h. "Plastics," including, but not limited to, beverage containers, plastic packaging, tires, and plastic cases of consumer goods such as telephones or electronic equipment;
- i. "Putrescibles," including, but not limited to, animal, fruit and vegetable debris resulting from preparation, storage, handling or consumption of such substances;
- j. "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;
- k. "Sewage sludge";
- l. "Soils," including, but not limited to, excavation soils from barren or developed land, and excess soils from yards;
- m. "Textiles," including, but not limited to, clothing, upholstery and pieces of fabric; and
- n. "Wood," including, but not limited to, lumber, pallets, stumps, and tree branches larger than six inches in diameter.

**1.22** The term "District" means the Oro Loma Sanitary District.

**1.23** 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, and Salvage.

**1.24** 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.

**1.25** The term "Food Waste" means food scraps and food-soiled paper products discarded as part of Green Waste.

**1.26** 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.

**1.27** The term "Green Waste" means residential and commercial food scraps and food-soiled paper products mixed with vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass cuttings, leaves, shrubbery cuttings or clippings, dry leaf rakings, branches, trimming from trees, and other uncoated wood up to six inches in diameter.

- 1.28** 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 the Recycling Cart, as part of a Residential Dwelling Recyclables Collection Service.
- 1.29** The term “L1 Area of District” means that area situated within Unincorporated Alameda County.
- 1.30** The term “L2 Area of District” means that area situated in and overlapping the City limits of Hayward.
- 1.31** The term “L3 Area of District” means that area situated in and overlapping the City limits of San Leandro.
- 1.32** The term “leaf bag” means the paper bags made available to Oro Loma L3 Area of the District customers by the City of San Leandro between October 1 and January 15 of every year; they are used to recycle excess leaves that do not fit inside the green waste cart, and are collected curbside on regular collection day, at no additional cost.
- 1.33** The term “Multiple Family Dwelling” means a Residential Dwelling consisting of five or more units, attached by a common wall.
- 1.34** The term “Overgallongage” means the visually identified number of gallons of Refuse material in excess of the water level of a residential or commercial Refuse bin.
- 1.35** 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.
- 1.36** 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.
- 1.37** 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.
- 1.38** 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 glass, metals, plastics, and paper.
- 1.39** The term “Recycling” means the process of collecting, sorting, cleansing, treating, and/or reconstituting of materials that would otherwise become Refuse.
- 1.40** 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.

- 1.41** 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.
- 1.42** The term “Refuse” means those Discarded Materials which, for the purpose of disposal, have been placed in a receptacle which is regularly emptied Curbside; however, Refuse 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 for beneficial Reuse.
- 1.43** The term “Refuse Collection Service” means services and facilities for the collection and disposal of Refuse.
- 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 “Source Separated” means Recyclable Materials that have been segregated from Refuse, by or for the generator, on the premises where they were generated.
- 1.49** The term “Targeted Materials” means the C&D Debris listed pursuant to Section 4.4-5 of this Ordinance.
- 1.50** The term “Waste Oil” means used lubricating oils for passenger vehicles.
- 1.51** The term “Waste Oil Filters” means used lubricating oil filters for passenger vehicles.
- 1.52** The term “White Goods” means discarded washers, dryers, refrigerators, ranges, water heaters, small air conditioning units, and other similar domestic appliances.

## **2. GENERAL**

### **2.1 Refuse and Recycling Service**

It is hereby found and determined that weekly collection of Garbage from all properties in the District where Garbage is produced or accumulated is essential for the maintenance of the public health and welfare of the District, its people, and its environment.



The District shall make Refuse Collection Services and Recycling collection services available to commercial and industrial establishments and Residential Dwellings in the District in accordance with the provisions hereof.

All commercial and industrial establishments and Residential Dwellings where Refuse is produced or generated, to which Refuse collection service is made available, shall subscribe to at least the minimum level of Refuse collection service furnished by the District and be charged for such service as herein provided, unless the Owner or occupant personally delivers the Refuse or Recyclable Materials to a lawful disposal site, or another exemption applies.

All Residential Dwellings to which the Board has determined that residential Recycling service is made available must subscribe to at least the minimum level of Recycling service and be charged for such service as provided herein.

Commercial and industrial establishments to which the Board has determined Recycling service is made available may subscribe to any level of Recycling service and be charged for such service as provided herein.

Customers in commercial or industrial establishments or Owners or tenants, shall ensure the proper disposal of Refuse accumulating at the establishment or dwelling. To ensure the public health and safety, the Owner of record of the commercial or industrial establishment or Residential Dwelling for which the District makes Refuse collection services and/or residential Recycling services available 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.

In the case of failure to provide for the collection and disposal of Refuse and Recyclable Materials as required by this Ordinance, a nuisance is presumed to exist on the premises.

## **2.2 Provision of Refuse Service and Sufficient Containers**

An Owner or Person in possession or control of a Residential Dwelling shall initiate weekly Refuse collection service within 15 days of occupancy or shall demonstrate to the District that an exemption applies. The District's Authorized Representative may give the Owner written notification that such service is required in the absence of an applicable exemption. If regular service is not initiated within 15 days from the date of mailing of the notice, the District's Authorized Representative may require the collector to initiate and continue Refuse service for the dwelling. All costs for service provided or made available, including administration costs, are the obligation of both the Person receiving services and the Owner.

When, in the judgment of the District's Authorized Representative, additional Refuse containers are required, they shall be provided by the contractor, and collection services paid for by the Owner or Person in control of the property upon written notification from the District. The additional Refuse containers shall meet the requirements set forth in Section 4.1 "Owner Supplied Plastic or Metal Refuse Containers."

### **2.3 Exemptions**

Any Person in possession or control of property in the District may obtain exemption from the requirement of mandatory Refuse disposal through the Refuse Collection Service of the District by establishing to the satisfaction of the District any one of the following:

- a. No Refuse is produced or accumulated in, upon, or from such property;
- b. All Refuse produced or accumulated in, upon, or from such property is disposed of by agreement with a Person subscribing to the District's Refuse 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 Refuse and Recyclable Materials are regularly self-hauled directly to a lawful disposal site or transfer station. Materials delivered by a commercial entity shall be delivered by the commercial entity using its own employees and vehicles. Documentation, including weekly receipts from the disposal site or other evidence satisfactory to the District's Authorized Representative, will demonstrate substantial compliance with this Section.

Persons who feel they qualify for an exemption may submit a written request for an exemption to the District.

## **3. DISPOSAL OF REFUSE AND OTHER DISCARDED MATERIALS**

### **3.1 Unlawful Disposal**

No Person shall throw, dump, place, accumulate, store or bury any Refuse 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 Recyclable Materials to a location of their choice.

### **3.2 Burning**

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

## **4. CONTAINERS**

### **4.1 Containers for Refuse**

The District's Designated Collector shall provide each Residential Dwelling Owner, occupant or tenant of premises in the District with a Refuse container to be used for the weekly collection of Refuse. Every Person in possession, charge or control of any commercial or industrial establishment in the District shall be responsible for and provide containers adequate to contain without leakage or escape of odors the amount of Refuse accumulating at such place during the intervals between collections made hereunder.

Such 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 collector be required to remove Refuse materials not in a container, unless such service is specified by separate contract.

Persons occupying Multiple Family Dwellings should plainly mark their Refuse containers so that the ownership thereof will be known.

#### **4.2 Containers for Discarded Materials Other Than Refuse**

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

#### **4.3 District Specified Containers and Designated Collection Area**

The District may designate a specific container or containers for storage and collection of Refuse or specific types of Discarded Materials. The District requires that such container or containers be placed Curbside, as defined in Section 1.17, on the day specified for collection by the collector.

However, no such container or containers shall 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. Residents shall remove containers from public areas as soon as possible after collection, no more than 24 hours after the specified collection day.

#### **4.4 Bagster Program**

Customers are entitled to use Bagster bags under the Bagster Program. The bags are available for purchase at local hardware stores. The customer may discard up to three cubic yards or 3,300 pounds of Refuse, Green Waste, Recyclable Materials, Construction Debris and/or bulky items in the Bagster bag, and then notify the Designated Collector, who collects the Bagster bag and disposes of it and its contents for a fee, as shown in Exhibits "A" and "B" attached hereto.

#### **4.5 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.

#### **4.6 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.

#### **4.6-1 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.

#### **4.6-2 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.

#### **4.6-3 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.

### **4.7 Debris Recycling Statements**

#### **4.7-1 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.

#### **4.7-2 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.

### **4.8 Compliance**

#### **4.8-1 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.

#### **4.8-2 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.

#### **4.8-3 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.

#### **4.8-4 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.

#### **4.8-5 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.

#### **4.9 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 Refuse collection service be less than once a week, except as exempted herein. Residential Recycling collection service shall be bi-weekly, and residential Green Waste collection shall be weekly.

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 Refuse 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 the Refuse collection and/or Recycling and Green Waste collection vehicle 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 Green Waste.

### **5.4 Location for Disposal of Refuse**

A designated Refuse collector shall dispose of all Refuse in places approved by the Alameda County Health Officer.

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 resident or commercial and industrial entity prior to it being collected. For residential collection service, once the container has been placed at the curb for collection, the discarded material shall become the property of the Designated Collector, unless otherwise specified in the permit or contract applicable thereto.

## **6. RATES FOR SERVICE**

### **6.1 Rates to be Charged**

The District's Designated Collector may collect charges for Refuse collection service and for Recycling and Green Waste service.

Charges for Refuse collection services are shown in Exhibits "A" and "B" attached hereto.

Charges for Recycling and Green Waste 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 Refuse collection service and/or for Recycling and Green Waste 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 shall send to the Owner of record a request for payment 90 days after the bill becomes delinquent, but no later than 120 days from the delinquency date. Said request shall include advisement of the Owner's responsibility for payment for such services for each premise owned, 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's 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 recycling/green waste charges and trash overcharges**

When any refund of recycling/green waste charges becomes 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 receptacles 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.

### **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. 34-38 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 18th day of August 2016, by the following vote of the members thereof:

AYES, Members:           Becker, Dias, Duncan, Walters, Young

NOES, Members:         None

ABSTAIN, Members:    None

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Timothy P. Becker, President

Countersigned:

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Daniel L. Walters, Secretary

## EXHIBIT A

# **RATES FOR REFUSE COLLECTION SERVICE L1 (Unincorporated) and L2 (Hayward) Areas** **(Effective September 1, 2016)**

### 1. RESIDENTIAL SERVICE

For the collection, removal and disposal of all Refuse, there shall be a minimum monthly charge of \$8.54 based upon one collection per week of one 20-gallon cart of Refuse 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.

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

1. 35-gallon cart	\$ 17.04 each
2. 64-gallon cart	\$ 34.11 each
3. 96-gallon cart	\$ 51.14 each

1.2) For special collection, removal and disposal of all Refuse 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:

1. 35-gallon cart	\$ 5.30 per service
2. 64-gallon cart	\$ 10.35 per service
3. 96-gallon cart	\$ 15.78 per service

1.3) The cost for prepaid "bag it" service consisting of a label to be affixed to a customer-provided plastic bag with a maximum 35-gallon capacity shall be \$4.00 per bag. Pick-up is available only on the regular service day.

1.4) Each residential customer account receiving wheeled cart Refuse service from the District's designated contractor shall be entitled to two "on-call" Bulky Cleanups per calendar year free of charge, pursuant to eligibility requirements and guidelines approved by the District. Each "on-call" Bulky Cleanup could include up to three large appliances, up to four passenger vehicle tires without rims, yard trimmings and wood not exceeding 4 feet in length and 6 inches in diameter, and up to 2 cubic yards of trash and small appliances placed in trash bags or disposable containers. The cost for each additional special pick up of non-containerized Refuse shall be comprised of a \$45.89 service charge, plus an additional \$19.04 per each cubic yard hauled away. Bulky Cleanup collection is available only on the regular service day.

1.5) The cost for the collection, removal and disposal of a Bagster bag and its contents is \$224.28 per bag.

1.6) The fee for overfilling a cart may be applied to carts with lids open more than six (6) inches from the closed position. The Contractor shall collect acceptable items in excess of the container volume and may bill an additional fee, provided that Contractor 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:

1. 20-gallon cart	\$ 3.42 per service
2. 35-gallon cart	\$ 6.82 per service
3. 64-gallon cart	\$ 13.64 per service
4. 96-gallon cart	\$ 20.46 per service

## 2. MULTIPLE FAMILY DWELLINGS AND MOBILE HOME PARKS

2.1) Multiple Family Dwellings and mobile home park residential dwelling complexes subscribing to “cart” Refuse collection service, and containing five or more residential units where collection is made on the premises, and where the Owner or designated representative of the mobile home park or multiple residential complex pays the hauler 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.

1. 20-gallon cart	\$ 8.54 each
2. 35-gallon cart	\$ 15.33 each
3. 64-gallon cart	\$ 30.71 each
4. 96-gallon cart	\$ 46.03 each

2.2) Multiple unit complexes, containing four or less units receiving residential wheeled cart Refuse service from the District’s designated contractor shall be entitled to two “on-call” trash pick-ups per calendar year free of charge pursuant to eligibility requirements and guidelines approved by the District. The cost for each additional special pick up of non-containerized Refuse shall be comprised of a \$45.89 service charge, plus an additional \$19.04 per each cubic yard hauled away.

2.3) The fee for overfilling a cart may be applied to carts with lids open more than six (6) inches from the closed position. The Contractor shall collect acceptable items in excess of the container volume and may bill an additional fee, provided that Contractor 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:

1. 20-gallon cart	\$ 3.42 per service
2. 35-gallon cart	\$ 6.13 per service
3. 64-gallon cart	\$ 12.28 per service
4. 96-gallon cart	\$ 18.41 per service

## 3. COMMERCIAL AND INDUSTRIAL SERVICE

3.1) For the weekly collection, removal and disposal of all Refuse from commercial and industrial accounts subscribing to can or wheeled cart service the following monthly charges shall apply:

1. 35-gallon can or cart	\$ 19.16 each
2. 64-gallon can or cart	\$ 38.61 each
3. 96-gallon can or cart	\$ 57.90 each

3.2) For the weekly collection, removal and disposal of all Refuse in other than carts or cans, the rate per cubic yard shall be \$20.58 plus the following monthly “bin-on-wheels” rental container charge:

1 cubic yard container	\$ 22.34
2 cubic yard container	\$ 27.82
3 cubic yard container	\$ 29.50
4 cubic yard container	\$ 35.61
6 cubic yard container	\$ 42.00
7 cubic yard container	\$ 50.69

For each additional “bin-on-wheels” pick-up occurring in the same week, the monthly rental container charge may be adjusted accordingly to reflect the additional collection services. Examples of “total monthly charges” for various levels of “bin-on-wheels” Refuse and Garbage service are summarized on Table A-3.5-1.

- 3.3) For the removal of Refuse and Garbage 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 \$41.16/cubic yard (twice the rate in Section 3.2); and for “roll off” type Compactor service, that rate shall be \$48.36/cubic yard (twice the rate in Section 3.4).
- 3.4) For drop box Refuse and Garbage services, the rate per cubic yard shall be \$24.18. In addition to the per cubic yard charge, the following charges may apply:
- a) “Placement” charges shall be \$55.81 for all size containers.
  - b) A “Demurrage” charge of \$42.31 per week and \$6.06 per day thereafter shall be charged for all size containers. This charge, which is for detaining a Refuse and Garbage 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 \$27.88 per pull.
  - d) A 6-cubic yard “dirt or similar weight material” only container, shall be charged \$338.44.

Examples of “total monthly charges” for various levels of drop box Refuse and Garbage service are summarized on Table A-3.5-2.

- 3.5) For ease of calculating the total monthly commercial and roll-off Refuse and Recycling collection service charges, the tables listed below may be used.
- \* The “bin-on-wheels” monthly rental costs are calculated on a 52-week year and include appropriate bin rental.

**Table A-3.5-1**

Monthly Bin service rate=per cubic yard rate x # of cubic yards x pickups per week x 4.33 + container rental						
Bin Service Trash Collection	Number of Service Days per Week					
	1	2	3	4	5	6
1 cubic yard	\$111.45	\$200.56	\$289.67	\$378.79	\$467.90	\$557.01
2 cubic yards	\$206.04	\$384.27	\$562.49	\$740.71	\$918.93	\$1,097.16
3 cubic yards	\$296.83	\$564.17	\$831.50	\$1,098.84	\$1,366.17	\$1,633.51
4 cubic yards	\$392.06	\$748.50	\$1,104.95	\$1,461.39	\$1,817.84	\$2,174.28
6 cubic yards	\$576.67	\$1,111.34	\$1,646.01	\$2,180.67	\$2,715.34	\$3,250.01
7 cubic yards	\$674.47	\$1,298.25	\$1,922.03	\$2,545.81	\$3,169.59	\$3,793.37
<b>MSW Rate per cubic yard</b>	<b>\$20.58</b>					

**Table A-3.5-2**

<b>Special Collection Trash: Extra Pick Up</b>	<b>Regular Service Day</b>	<b>Non-Service Day</b>
<b>1 cubic yard</b>	\$20.58	\$31.66
<b>2 cubic yards</b>	\$41.16	\$63.32
<b>3 cubic yards</b>	\$61.74	\$94.98
<b>4 cubic yards</b>	\$82.32	\$126.65
<b>6 cubic yards</b>	\$123.48	\$189.97
<b>7 cubic yards</b>	\$144.06	\$221.63
<b>Regular Service Day (Extra pick-up) = per cubic yard rate x # of cubic yards</b>		

**Table A-3.5-3**

<b>Roll Off Box Size</b>	
<b>Size</b>	<b>Rate per Haul</b>
<b>6 Yards</b>	\$338.44
<b>14 Yards</b>	\$338.44
<b>20 Yards</b>	\$483.60
<b>30 Yards</b>	\$725.40
<b>40 Yards</b>	\$967.20
<b>50 Yards</b>	\$1,209.00

(For 20 yards or more: Per cubic yard rate x number of yards)

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.

The Overgallongage rate for Refuse material in excess of the water level of the cart or bin, as determined by the collector, shall be \$0.55 per gallon or \$110.00 per cubic yard.

**4. RATE DIFFERENTIAL FOR DISTANCE**

Rates herein above provided for residential collections are based upon access by the Designated Collector's truck to within not more than 6 feet from point of Garbage pickup and for pickup necessary at a distance exceeding 6 feet, an additional charge, to be determined by the Designated Collector, and approved by the District, may be made.

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

**6. CHANGE IN RATES**

As of September 1, 2012, and annually thereafter, residential, multi-family and commercial Refuse 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 REFUSE COLLECTION SERVICE L3 (San Leandro) Area (Effective September 1, 2016)

### 1. RESIDENTIAL SERVICE

For the collection, removal and disposal of all Refuse, there shall be a minimum monthly charge of \$9.85 based upon one collection per week of one 20-gallon cart of Refuse 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.

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

1. 35-gallon cart	\$ 19.76 each
2. 64-gallon cart	\$ 39.46 each
3. 96-gallon cart	\$ 59.22 each

1.2) For special collection, removal and disposal of all Refuse 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:

1. 35-gallon cart	\$ 6.10 per service
2. 64-gallon cart	\$ 11.97 per service
3. 96-gallon cart	\$ 18.27 per service

1.3) The cost for prepaid "bag it" service consisting of a label to be affixed to a customer-provided plastic bag with a maximum 35-gallon capacity shall be \$4.64 per bag. Pick-up is available only on the regular service day.

1.4) Each residential customer account receiving wheeled cart Refuse service from the District's designated contractor shall be entitled to two "on-call" trash pick-ups per calendar year free of charge, pursuant to eligibility requirements and guidelines approved by the District. Each "on-call" trash pick-up could include up to three large appliances, up to four passenger vehicle tires without rims, yard trimmings and wood not exceeding 4 feet in length and 6 inches in diameter, and up to 2 cubic yards of trash and small appliances placed in trash bags or disposable containers. The cost for each additional special pick up of non-containerized Refuse shall be comprised of a \$53.06 service charge, plus an additional \$21.99 per each cubic yard hauled away. Bulky Cleanup collection is available only on the regular service day.

1.5) The cost for the collection, removal and disposal of a Bagster bag and its contents is \$227.85 per bag.



1.6) The fee for overfilling a cart may be applied to carts with lids open more than six (6) inches from the closed position. The Contractor shall collect acceptable items in excess of the container volume and may bill an additional fee, provided that Contractor 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:

1. 20-gallon cart	\$ 3.94 per service
2. 35-gallon cart	\$ 7.90 per service
3. 64-gallon cart	\$ 15.78 per service
4. 96-gallon cart	\$ 23.69 per service

## 2. MULTIPLE RESIDENTIAL UNITS AND MOBILE HOME PARKS

2.1) Multiple unit and mobile home park residential dwelling complexes subscribing to “cart” Refuse collection service, and containing five or more residential units where collection is made on the premises, and where the Owner or designated representative of the mobile home park or multiple residential complex pays the hauler 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.

1. 20-gallon cart	\$ 9.85 each
2. 35-gallon cart	\$ 17.79 each
3. 64-gallon cart	\$ 35.52 each
4. 96-gallon cart	\$ 53.30 each

2.2) Multiple unit complexes, containing four (4) or less units receiving residential wheeled cart Refuse service from the District’s designated contractor shall be entitled to two “on-call” trash pick-ups per calendar year free of charge pursuant to eligibility requirements and guidelines approved by the District. The cost for each additional special pick up of non-containerized Refuse shall be comprised of a \$53.06 service charge, plus an additional \$21.99 per each cubic yard hauled away.

2.3) The fee for overfilling a cart may be applied to carts with lids open more than six (6) inches from the closed position. The Contractor shall collect acceptable items in excess of the container volume and may bill an additional fee, provided that Contractor 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:

1. 20-gallon cart	\$ 3.94 per service
2. 35-gallon cart	\$ 7.12 per service
3. 64-gallon cart	\$ 14.21 per service
4. 96-gallon cart	\$ 21.32 per service

## 3. COMMERCIAL AND INDUSTRIAL SERVICE

3.1) For the weekly collection, removal and disposal of all Refuse from commercial and industrial accounts subscribing to can or wheeled cart service the following monthly charges shall apply:

- |                          |               |
|--------------------------|---------------|
| 1. 35-gallon can or cart | \$ 22.34 each |
| 2. 64-gallon can or cart | \$ 44.66 each |
| 3. 96-gallon can or cart | \$ 67.01 each |

3.2) For the weekly collection, removal and disposal of all Refuse in other than carts or cans, the rate per cubic yard shall be \$23.81 plus the following monthly “bin-on-wheels” rental container charge:

1 cubic yard container	\$ 25.83
2 cubic yard container	\$ 33.23
3 cubic yard container	\$ 34.13
4 cubic yard container	\$ 41.22
6 cubic yard container	\$ 48.54
7 cubic yard container	\$ 58.66

For each additional “bin-on-wheels” pick-up occurring in the same week, the monthly rental container charge may be adjusted accordingly to reflect the additional collection services. Examples of “total monthly charges” for various levels of “bin-on-wheels” Refuse and Garbage service are summarized on Table B-3.5-1.

3.3) For the removal of Refuse and Garbage 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 \$47.62/cubic yard (twice the rate in Section 3.2); and for “roll off” type Compactor service, that rate shall be \$55.92/cubic yard (twice the rate in Section 3.4).

3.4) For drop box Refuse and Garbage services, the rate per cubic yard shall be \$27.96. In addition to the per cubic yard charge, the following charges may apply:

- a) “Placement” charges shall be \$64.56 for all size containers.
- b) A “Demurrage” charge of \$45.00 per week and \$6.45 per day thereafter shall be charged for all size containers. This charge, which is for detaining a Refuse and Garbage 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 \$32.25 per pull.
- d) A 6-cubic yard “dirt or similar weight material” only container, shall be charged \$391.39.

Examples of “total monthly charges” for various levels of drop box Refuse and Garbage service are summarized on Table B-3.5-2.

3.5) For ease of calculating the total monthly commercial and roll-off Refuse and Recycling collection service charges, the tables listed below may be used.

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

**Table B-3.5-1**

Monthly service rate=per cubic yard rate x # of cubic yards x pickups per week x 4.33 + container rental						
Trash	Number of Service Days per Week					
	1	2	3	4	5	6
1 cubic yard	\$128.93	\$232.02	\$335.12	\$438.22	\$541.32	\$644.41
2 cubic yards	\$239.42	\$445.62	\$651.81	\$858.01	\$1,064.20	\$1,270.40
3 cubic yards	\$343.42	\$652.71	\$962.01	\$1,271.30	\$1,580.59	\$1,889.88
4 cubic yards	\$453.61	\$866.00	\$1,278.39	\$1,690.78	\$2,103.17	\$2,515.56
6 cubic yards	\$667.12	\$1,285.71	\$1,904.29	\$2,522.88	\$3,141.46	\$3,760.04
7 cubic yards	\$780.34	\$1,502.02	\$2,223.70	\$2,945.38	\$3,667.07	\$4,388.75
Rate per cubic yard	\$23.81					

**Table B-3.5-2**

Extra pick-up = per cubic yard rate x # of cubic yards		
Special Collection Trash: Extra Pick Up	Regular Service Day	Non-Service Day
1 cubic yard	\$23.81	\$36.60
2 cubic yards	\$47.62	\$73.20
3 cubic yards	\$71.43	\$109.79
4 cubic yards	\$95.24	\$146.39
6 cubic yards	\$142.86	\$219.59
7 cubic yards	\$166.67	\$256.19

**Table B-3.5-3**

Roll Off Box Size	
Size	Rate per Haul
6 Yards	\$391.39
14 Yards	\$391.39
20 Yards	\$559.20
30 Yards	\$838.80
40 Yards	\$1,118.40
50 Yards	\$1,398.00

(For 20 yards or more: Per cubic yard rate x number of yards)

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-3.5-2 are for estimating purposes only.

The Overgallongage rate for Refuse material in excess of the water level of the cart or bin, as determined by the collector, shall be \$0.56 per gallon or \$112.00 per cubic yard.

**4. RATE DIFFERENTIAL FOR DISTANCE**

Rates herein above provided for residential collections are based upon access by the authorized Garbage collector's truck to within not more than 6 feet from point of Garbage pickup and for pickup necessary at a distance exceeding 6 feet, an additional charge, to be determined by the collector, and approved by the District, may be made.

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

**6. CHANGE IN RATES**

As of September 1, 2012, and annually thereafter, residential, multi-family and commercial Refuse 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 GREEN WASTE SERVICES (Effective September 1, 2016)

### 1. **Extent of Service**

Recycling and Green Waste service shall be provided to all eligible single and multi-family residences in the District. Pursuant to California AB 939, the Recycling and Green Waste service is mandatory for all residential and multi-family customers, and exemptions from Recycling 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 Contractor. As part of the Recycling service, eligible single family residences are entitled to dispose of Recyclable Materials and Waste Oil and Waste Oil Filters, Cell Phones, and Batteries. Used oil jugs and used oil filter bags shall be provided by the District's Designated Collector upon request, and collected on the regular Refuse collection day. Cell phones must be contained in a customer provided, sealed, heavy-duty plastic bag, and placed on top of the Recycling cart on the regular Recycling collection day. Batteries must be contained in a separate customer provided, sealed, heavy-duty plastic bag, and placed on top of the Recycling cart of the regular Recycling collection 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 glass, metals, plastic, paper, used motor oil and motor oil filters, Cell Phones and Batteries in the L1 and L3 Areas of the District. The District does not provide residential Recycling services in the L2 (Hayward) Area of the District.

For the bi-weekly collection, removal and processing of glass bottles and jars, aluminum and tin cans, plastic containers, corrugated cardboard', mixed paper, aseptic cartons, newspaper, used motor oil, and used motor oil filters, used Cell Phones 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 adjusted for the duration of the District's current Agreement for Refuse, Recycling and Green Waste Services.

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

For the weekly collection and Recycling of Green Waste and Food Waste, there shall be a monthly charge of \$2.85 for each eligible residential unit, with a volume limitation of one 96-gallon cart per residential unit. Said charge shall be collected on the Alameda County tax roll or through direct billing by the hauler, and shall not be adjusted for the duration of 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 \$2.57 per unit for Green Waste collection services. Said charge shall be collected on the Alameda County tax roll, and shall not be adjusted for the duration of the District's current Agreement for Refuse, Recycling and Green Waste Services.

Should a residential customer (single family residence) request a second cart for Green Waste, 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. 64-gallon can or cart | \$ 9.13 each  |
| 2. 96-gallon can or cart | \$ 14.17 each |

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

Each year, between October 1 and January 15, Contractor shall collect in the L3 Area (San Leandro) leaf bags placed Curbside for collection by Residential Customers, on regular collection day, in addition to the regular Green Waste cart(s). Residential Customers shall use the leaf bags to recycle excess leaves that do not fit inside the Green Waste cart.

The combined service charge for Recycling and Green Waste in the L1 and L3 Areas of the District, excluding the service charge for the second 96-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 less  | \$4.60/unit/month (\$55.20/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 | \$4.32/unit/month (\$51.84/unit/year) |

These charges and shall not be adjusted for the duration of the District's current Agreement for Refuse, Recycling and Green Waste Services.

- 5. Residential Green Waste Collection Charges in the L2 (Hayward) Area of the District**  
For the weekly collection of Green Waste 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 Green Waste collection shall not exceed \$2.85 per eligible unit, with a volume limitation of one 96-gallon cart per residential unit. Said charge shall be invoiced to the customer by the District's Designated Collector, and shall not be adjusted for the duration of the District's current Agreement for Refuse, Recycling and Green Waste Services.

Should a residential customer (single family residence) request a second cart for Green Waste, the following additional monthly charges per residential unit shall be incurred and invoiced to the customer by the District's Designated Collector:

- |                          |               |
|--------------------------|---------------|
| 1. 64-gallon can or cart | \$ 9.13 each  |
| 2. 96-gallon can or cart | \$ 14.17 each |

## EXHIBIT D

# RATES FOR COMMERCIAL & INDUSTRIAL RECYCLING AND GREEN WASTE SERVICES (Effective September 1, 2016)

### 1. RECYCLING SERVICE

#### 1.1 Extent of Service

Recycling service shall be made available 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, removal, transportation and processing of Recyclable Materials, one 96-gallon Recycling cart shall be provided by the District's authorized collector to each customer upon request, at \$7.06 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 cost.

For all other customers, the rate charged by the District's authorized collector per cubic yard, per customer, shall be \$11.06 for the L1-L2 (Unincorporated-Hayward) areas and \$11.62 for the L3 (San Leandro) area.

For ease of calculating examples of the total monthly commercial and roll-off Refuse and 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)**

Monthly service rate=per cubic yard rate x # of cubic yards x pickups per week						
Bin Size	1	2	3	4	5	6
<b>1 cubic yard</b>	\$47.89	\$95.78	\$143.67	\$191.56	\$239.45	\$287.34
<b>2 cubic yards</b>	\$95.78	\$191.56	\$287.34	\$383.12	\$478.90	\$574.68
<b>3 cubic yards</b>	\$143.67	\$287.34	\$431.01	\$574.68	\$718.35	\$862.02
<b>4 cubic yards</b>	\$191.56	\$383.12	\$574.68	\$766.24	\$957.80	\$1,149.36
<b>6 cubic yards</b>	\$287.34	\$574.68	\$862.02	\$1,149.36	\$1,436.69	\$1,724.03
<b>7 cubic yards</b>	\$335.23	\$670.46	\$1,005.69	\$1,340.91	\$1,676.14	\$2,011.37
<b>Recycling Rate per cubic yard</b>	<b>\$11.06</b>					



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

Monthly service rate=per cubic yard rate x # of cubic yards x pickups per week x 4.33						
Bin Size	1	2	3	4	5	6
1 cubic yard	\$50.31	\$100.63	\$150.94	\$201.26	\$251.57	\$301.89
2 cubic yards	\$100.63	\$201.26	\$301.89	\$402.52	\$503.15	\$603.78
3 cubic yards	\$150.94	\$301.89	\$452.83	\$603.78	\$754.72	\$905.66
4 cubic yards	\$201.26	\$402.52	\$603.78	\$805.03	\$1,006.29	\$1,207.55
6 cubic yards	\$301.89	\$603.78	\$905.66	\$1,207.55	\$1,509.44	\$1,811.33
7 cubic yards	\$352.20	\$704.40	\$1,056.61	\$1,408.81	\$1,761.01	\$2,113.21
Rate per cubic yard	<b>\$11.62</b>					

**2. GREEN WASTE SERVICE**

**2.1 Extent of Service**

Green waste service shall be made available to all commercial and industrial establishments in Oro Loma Sanitary District by agreement issued to a Designated Collector authorized by the District.

**2.2 Charges**

For the collection, removal, transportation and processing of Green Waste, one 96-gallon Green Waste cart shall be provided by the District's authorized collector to each customer upon request, at no cost.