

**WMA Board & Energy Council**

Tracy Jensen, **WMA President**  
City of Alameda, WMA, EC

Dave Sadoff, **WMA 1<sup>st</sup> Vice President**  
Castro Valley Sanitary District, WMA

Xouhoa Bowen, **WMA 2<sup>nd</sup> Vice President**  
City of San Leandro, WMA, EC

David Mourra, **EC President**  
City of Emeryville, WMA, EC

Francisco Zermeño, **EC 1<sup>st</sup> Vice President**  
City of Hayward, WMA, EC

Jennifer Hansen-Romero, **EC 2<sup>nd</sup> Vice President**  
City of Albany, WMA, EC

David Haubert, County of Alameda, WMA, EC

Mark Humbert, City of Berkeley, WMA, EC

Jean Josey, City of Dublin, WMA, EC

Yang Shao, City of Fremont, WMA, EC

Ben Barrientos, City of Livermore, WMA, EC

Matthew Jorgens, City of Newark, WMA, EC

Ken Houston, City of Oakland, WMA, EC

Rita Duncan, Oro Loma Sanitary District, WMA

Lorrel Plimier, City of Piedmont, WMA, EC

Matt Gaidos, City of Pleasanton, WMA, EC

Jeff Wang, City of Union City, WMA, EC

Timothy Burroughs, Executive Director

**AGENDA**

**MEETING OF THE  
ALAMEDA COUNTY WASTE MANAGEMENT  
AUTHORITY BOARD (WMA)  
AND  
THE ENERGY COUNCIL (EC)**

**WEDNESDAY, OCTOBER 22, 2025**

**3:00 P.M.**

***IN PERSON MEETING LOCATION:*  
STOPWASTE BOARD ROOM  
1537 WEBSTER STREET, OAKLAND, CA**

This meeting will be conducted in a hybrid model with both in-person attendance and Teleconference participation:

Teleconference location #1 118 Glashaus Loop, Emeryville, CA

Teleconference location #2 Fremont City Hall, 3300 Capitol Ave. Building A, Fremont, CA

Teleconference location #3 Dublin City Hall, 100 Civic Plaza, Dublin, CA

Teleconference location #4 806 Pierce Street, Albany, CA

Teleconference location #5 2928 Linden Avenue, Berkeley, CA

Teleconference location #6 123 Main Street, Pleasanton, CA

Teleconference location #7 22493 Bayview Ave Hayward, CA

Teleconference location #8 David W. Smith City Hall, 37101 Newark Blvd., Conf. Rm 1, Newark, CA

Teleconference location #9 Heritage House, 4501 Pleasanton Ave, Pleasanton, CA

Teleconference location #10 34009 Alvarado-Niles Road, Union City, CA

Members of the public may attend in person at the Board Room, or the addresses listed above or by:

1. Calling US+1 669 900 6833 and using the Webinar ID 833 3003 6398
2. Using the [Zoom](#) website or App and entering meeting code 833 3003 6398

During the meeting the chair will explain the process for members of the public to be recognized to offer public comment. The process will be described on the StopWaste website at <http://www.stopwaste.org/virtual-meetings> no later than noon, Wednesday, October 22, 2025.

The public may also comment by sending an e-mail to [publiccomment@stopwaste.org](mailto:publiccomment@stopwaste.org). Written public comment will be accepted until 3:00 p.m. on the day prior to the scheduled meeting. Copies of all written comments submitted by the deadline above will be provided to each Board Member and will be added to the official record. Comments will not be read into the record.

In accordance with the Americans with Disabilities Act, if you need assistance to participate in this meeting due to a disability, please contact the Clerk of the Board at (510) 891-6517. Notification 24 hours prior to the meeting will enable the agency to make reasonable arrangements to ensure accessibility to this meeting.

## **AGENDA**

### **I. CALL TO ORDER**

### **II. ROLL CALL OF ATTENDANCE**

**III. ANNOUNCEMENTS BY PRESIDENTS** - (Members are asked to please advise the Board or the Council if you might need to leave before action items are completed.)

### **IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR**

An opportunity is provided for any member of the public wishing to speak on any matter within the jurisdiction of the Boards or Council but not listed on the agenda.

**V. CONSENT CALENDAR** - The Consent Calendar contains routine items of business. Items in this section will be acted on in one motion for both the WMA and EC, unless removed by a member of either Board. Members of the WMA who are not members of the EC will vote as part of the Consent Calendar vote, but their votes will not be considered in connection with any EC items.

**Page**

**1**      **1. Approval of the Draft WMA & EC Minutes of September 24, 2025**

### **VI. REGULAR CALENDAR**

**5**      **1. Grazing License at Altamont Property (Kelly Schoonmaker)**

That the Board: 1) hold a public hearing concerning the proposed grazing license, 2) make a finding that states the use of the Property subject to the license will be compatible with other ongoing uses of the Property and that the license will be of public benefit, and 3) authorize the Executive Director to enter into a grazing license agreement with Joe and Charlene Paulo.

**47**      **2. Legislative Update 2025 – October (Jennifer West)**

This item is for information only.

**3. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Timothy Burroughs)**

(The joint meeting of the WMA Board, Energy Council, and the Planning Committee & Recycling Board will be held on Wednesday, November 19, 2025 at 3:00 p.m., at StopWaste, 1537 Webster St., Oakland, CA)

### **VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR**

**VIII. ADJOURNMENT – TO JOINT WMA, EC, AND PC&RB MEETING NOVEMBER 19, 2025 AT 3:00 P.M.**

**DRAFT**

**MINUTES OF THE MEETING OF THE  
ALAMEDA COUNTY WASTE MANAGEMENT  
AUTHORITY BOARD (WMA)  
AND  
THE ENERGY COUNCIL (EC)**

**Wednesday, September 24, 2025  
3:00 P.M.**

***IN PERSON MEETING LOCATION:  
STOPWASTE BOARD ROOM  
1537 WEBSTER STREET, OAKLAND, CA***

**I. CALL TO ORDER**

President Jensen called the meeting to order at 3:00 p.m. Timothy Burroughs explained the process that would be utilized during the meeting. A link to the process is available here: [Virtual-Meetings- Instructions.](#)

**II. ROLL CALL OF ATTENDANCE**

**WMA & EC**

County of Alameda	David Haubert, WMA, EC
City of Alameda	Tracy Jensen, WMA, EC (President)
City of Albany	Jennifer Hansen-Romero, WMA, EC
City of Berkeley	Mark Humbert, WMA, EC
Castro Valley Sanitary District	Daniel Akagi, WMA (alternate)
City of Dublin	Jean Josey, WMA, EC
City of Emeryville	David Mourra, WMA, EC (EC President)
City of Fremont	Yang Shao, WMA, EC
City of Hayward	Francisco Zermeño, WMA, EC
City of Livermore	Ben Barrientos, WMA, EC
City of Newark	Matthew Jorgens, WMA, EC
City of Oakland	Ken Houston, WMA, EC
Oro Loma Sanitary District	Rita Duncan, WMA
City of Piedmont	Lorrel Plimier, WMA, EC
City of Pleasanton	Matt Gaidos, WMA, EC
City of San Leandro	Xouhoa Bowen, WMA, EC
City of Union City	Jeff Wang, WMA, EC

**Staff Participating**

Timothy Burroughs, Executive Director  
Pat Cabrera, Administrative Services Director  
Justin Lehrer, Operations Manager  
Alma Freeman, Communications Manager  
Arliss Dunn, Clerk of the Board  
Richard Taylor, WMA Legal Counsel

**Others Present**

Curtis Below, Fairbank, Maslin, Maullin, Metz & Associates (FM3)  
Garth Schultz, R3 Consulting Group, Inc. (R3)

**III. ANNOUNCEMENTS BY PRESIDENTS**

There were none.

**IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR**

There were no public comments.

**V. CONSENT CALENDAR**

**1. Approval of the Draft WMA & EC Minutes of July 23, 2025**

There were no public comments for the Consent Calendar. Board member Josey moved approval of the Consent Calendar, and Board member Haubert seconded.

The Clerk called the roll: WMA Vote: 15-0 EC Vote: 15-0

(Ayes: Akagi, Barrientos, Bowen, Duncan, Gaidos, Haubert, Jensen, Jorgens, Josey, Mourra, Plimier, Shao, Wang, Zermeño. Nays: None. Abstained: None. Absent: Hansen-Romero, Houston, Humbert)

**VI. REGULAR CALENDAR**

**1. Cost Recovery Options for Regulatory Expenditures (Timothy Burroughs & Justin Lehrer)**

Direct staff to develop a regulatory fee ordinance for Board consideration.

Timothy Burroughs presented findings from the regulatory fee study to assess Agency expenditures eligible for cost recovery through implementation of a regulatory fee and findings from the opinion research survey conducted to gather input on Agency programs and services. The Board directed staff to develop a regulatory fee ordinance for Board consideration and continue conversations with our partner jurisdictions and service providers to inform next steps. The regulatory fee would go into effect in FY 27, be collected on solid waste bills and remitted to the Agency by solid waste service providers operating within Alameda County. A link to the staff report and the presentation is available here: [Cost-Recovery-Options-memo-pdf](#)

Additional time was provided to the Board for discussion and for clarifying questions. A link to the discussion is available here: [Cost-Recovery-Options-Discussion](#). Board members stressed the importance of communicating to the public about the Agency's programs and services.

Communications Manager, Alma Freeman, is leading the revamp of the Agency's website to improve communication about the Agency's work as well as developing messaging and outreach strategies to explain the new regulatory fee to the community. There were no public comments on this item.

Board member Zermeño moved for approval to direct staff to develop a regulatory fee ordinance for Board consideration. Board member Barrientos seconded, and the motion carried 20-0. The Clerk called the roll:

(Ayes: Akagi, Barrientos, Bowen, Duncan, Gaidos, Hansen-Romero, Haubert, Houston, Humbert, Jensen, Jorgens, Josey, Mourra, Plimier, Shao, Wang, Zermeño. Nays: None. Abstained: None. Absent: None)

**2. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Timothy Burroughs) (WMA only)**

(Planning Committee & Recycling Board meetings will be held on Thursday, October 9, 2025 at 6:00 p.m. at Castro Valley Sanitary District, 21195 Center Street, Castro Valley, CA)

The location address for the October 9 meeting was changed. The updated location is: 21040 Marshall St., Castro Valley, CA 94546. The Clerk will send a reminder of the change of address.

Board member Barrientos requested an interim appointment. Board member Duncan agreed to attend as the interim appointment. Board member Duncan moved for approval of the interim appointment, and Board member Bowen seconded. The motion carried 20-0. The Clerk called the roll:

(Ayes: Akagi, Barrientos, Bowen, Duncan, Gaidos, Hansen-Romero, Haubert, Houston, Humbert, Jensen, Jorgens, Josey, Mourra, Plimier, Shao, Wang, Zermeño. Nays: None. Abstained: None. Absent: None)

**DRAFT**

**VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR**

Mr. Burroughs announced the monthly topic brief for September highlights Food Donation & Recovery in Alameda County, available [here](#).

Board member Bowen stated that she would be meeting with DoorDash regarding a program, Project Dash, and will be sharing StopWaste' work around food recovery and explore potential partnerships with StopWaste and other opportunities within our jurisdictions.

**VIII. ADJOURNMENT – TO WMA & EC MEETING ON October 22, 2025 AT 3:00 P.M.**

The meeting was adjourned at 4:00 p.m.

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**DATE:** October 22, 2025  
**TO:** Waste Management Authority Board  
**FROM:** Kelly Schoonmaker, Senior Program Manager  
**SUBJECT:** Grazing License at Altamont Property

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### **SUMMARY**

The Waste Management Authority owns 1,600+ acres of rangeland property in the Altamont Hills with multiple tenants. The Agency currently has a non-renewable license with Joe and Charlene Paulo (“Paulo Farms”) for grazing that property, which is approaching the end of its 10-year term. At the Oct. 22, 2025, WMA Board meeting, staff will ask the Board to authorize the Executive Director to enter into a new grazing license agreement with Paulo Farms.

### **DISCUSSION**

In 1993-94, the Agency purchased 1,600+ acres of land over six parcels in the Altamont Hills in unincorporated Alameda County (“Property”). Current uses of the Property include cattle grazing (through a license with a private party, Paulo Farms), transmission and communications towers (through leases and licenses with public and private parties), one residential rental of a historic farmhouse, a wind power easement over a portion of the Property, and a conservation easement on one of the parcels.

The Agency’s current grazing license with Paulo Farms has a 10-year, non-renewable term and allows for cattle grazing on all parcels at the Property. Throughout the license period, Paulo Farms has been an excellent land steward and has indicated a desire to continue grazing at the Property. The current license was entered into under WMA Ordinance 2000-01: An Ordinance Establishing Procedures for Certain Leases of Property Owned by the Authority (amended 2024 by WMA Ordinance 2024-02; “Alternate Leasing Ordinance”).

Ordinance 2000-01 established a simplified, no-bid procedure for entering into leases and licenses that are non-renewable, do not exceed 10 years, have a monthly rent not exceeding \$5,000, are of public benefit, and are compatible with the Agency’s uses of the Property. The Ordinance was enacted to provide an alternative pathway to complying with the leasing and licensing requirements for counties, which would have required a formal bidding process for most leases and licenses on the Agency’s Property. In 2024, the Board approved Ordinance 2024-02, amending Ordinance 2000-01 to increase the maximum monthly rent for leases and

licenses approved under the Ordinance to \$10,000, reflecting changes to state law. The Agency is not required to use the simplified procedure allowed by 2024-02 and retains the option to use the county formal bid process when entering into a lease or license.

The new proposed grazing license with Paulo Farms meets the criteria of ACWMA Ordinance 2024-02 (Attachment 2): it does not exceed 10 years; the rent does not exceed \$10,000 monthly; and the use is compatible with other on-going uses of the Property and would provide a public benefit by providing fire protection, support for healthy grassland ecosystems, and habitat diversity for wildlife. As required by the Alternate Leasing Ordinance, the Agency issued a public notice with information about the proposed license agreement, the process for a party to submit an offer to license the Property for grazing, and the process for the Agency to approve the license agreement. As the Alternate Leasing Ordinance also requires, notice was issued in the following manner: posted at the Agency's office and with the County Clerk, and published in a newspaper of general circulation 15 days prior to accepting offers. No additional offers were received.

The proposed license requires that all grazing operations be consistent with the Range Management Plan ("RMP"; March 2005) adopted by the WMA, which provides that the maximum number of animals allowed to graze (Animal Unit Month; "AUM") will be established seasonally and will vary depending on environmental conditions, including the amount of rainfall and forage available for livestock, riparian and wetland conditions, and rangeland plant diversity. The grazing rent for the proposed license will be calculated in the same manner as the current grazing license. The grazing year runs from November through October, with rent billed every six months. The rent is calculated by multiplying the number of AUMs by a dollar amount based on the June Cattle Index from the previous grazing year as reported by the Cattle Marketing Information Service, Inc. (Cattle-Fax). For the 2025-2026 grazing year, the rent is \$39.15/AUM. The maximum AUMs allowable in the RMP under current "average" conditions is 2,109 per year. Under the average grazing conditions and current \$/AUM, the rent will not exceed \$10,000/month.

## **RECOMMENDATION**

That the Board: 1) hold a public hearing concerning the proposed grazing license, 2) make a finding that states the use of the Property subject to the license will be compatible with other ongoing uses of the Property and that the license will be of public benefit, and 3) authorize the Executive Director to enter into a grazing license agreement with Joe and Charlene Paulo.

## **ATTACHMENTS**

Attachment 1: License Agreement between Joseph R. Paulo and Charlene F. Paulo and the Alameda County Waste Management Authority

Attachment 2: ACWMA Ordinance 2024-02

# ATTACHMENT 1

## LICENSE AGREEMENT BETWEEN ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY AND JOSEPH R. PAULO AND CHARLENE F. PAULO

This grazing license (“**License**”), effective as of November 1, 2025 (“**Effective Date**”), is made by and between Joseph R. Paulo and Charlene F. Paulo (“**Licensee**”) and the Alameda County Waste Management Authority, a public agency (“**Agency**”).

### RECITALS

- A. Agency owns certain real property in Alameda County, California (Assessor’s Parcel Number (“**APN**”) 99A-1770-2-1, 99A-1770-2-2, 99A-1770-2-3, 99A-1770-4, 99A-1780-1-4, 99A-1790-3, 99A-1810-1, and 99A-1820-2), (the “**Property**”).
- B. Agency is willing to lease a portion of the Property, as shown and described in **Exhibit A** (the “**Premises**”) to Licensee for the purpose of cattle grazing, subject to the terms and conditions of this License.
- C. Licensee’s use of the Premises in accordance with this License is compatible with other ongoing uses of the Property and would fire protection, support for healthy grassland ecosystems, and habitat diversity for wildlife.

**NOW, THEREFORE**, in consideration of the above recitals and mutual covenants herein set forth, Agency and Licensee (together, “**Parties**” and each individually, a “**Party**”) agree as follows:

#### 1) LICENSE

Agency hereby licenses to Licensee, and Licensee hereby licenses from Agency for the exclusive purpose of cattle grazing pursuant to the terms and conditions hereinafter set forth, the Premises, including any fences and corrals and other non-residential, agriculture-related improvements existing on the Premises as of November 1, 2025.

#### 2) WARRANTIES

Agency makes no warranties and/or representations to Licensee concerning the suitability of the Premises for grazing purposes.

#### 3) TERM

The term shall be for up to ten (10) years, commencing November 1, 2025, and ending at 11:59 p.m. PT on October 31, 2035 (“**Term**”).

#### 4) RENT

- a) As payment for grazing privileges, for each license-year during the Term, Licensee

hereby agrees to pay Rent to Agency in two installments, semi-annually as outlined in **Exhibit B** to this License for livestock use that occurs over the “**grazing season**”, herein defined as the period beginning each November 1 and extending through October 31 of the following year (“**Rent**”). Said Rent shall be determined using the process described in **Exhibit B** of this License.

- b) Rent shall be payable in cash. In addition, in limited circumstances, labor, or labor and materials may be accepted in lieu of cash; however, credit for such labor, or labor and materials, shall not be granted unless Licensee obtains prior written consent of Agency for the amount of such credit sought, and provides receipts and bills of sale to verify said reimbursable work. Final determination of actual costs shall not be completed until Licensee has provided Agency with all receipts or other appropriate documentation required to account for all such actual costs. Once so verified Agency will credit said actual costs against the Rent for the next installment payment due following completion of said work.
- c) Licensee must pay to Agency a security deposit equal to \$5,085, equivalent to two months’ rent (based upon the average rent received over the previous 9 years of the prior grazing license on the Property) upon execution of this License. This security deposit will be returned by Licensee following expiration or termination of the License and fulfillment by the Licensee of all obligations under this License. Any costs or damages incurred by Agency resulting from failure of Licensee to abide by the terms of the License or fulfill its obligations under the License shall be deducted from the security deposit.

## 5) RESTRICTIONS ON USE OF PREMISES

Licensee’s use of the Premises shall not impede any potential future use of the Property for reserve landfill capacity, a compost facility, or conservation easements and is subject to:

- a) The Alameda County Waste Management Authority Range Management Plan (adopted March 2000, as amended March 2005) (“**RMP**”).
- b) The Conservation Easement on Parcel 6, dated December 21, 2018, by Agency in favor of California Rangeland Trust (“**Parcel 6 Conservation Easement**”)
- c) Management Plan – Golden Hills Ecological Preserve at ACWMA (Parcel 6), dated December 12, 2018, and any amendments thereto (“**Management Plan**”).
- d) StopWaste Carbon Farm Plan (2023)
- e) Any future conservation easement, as may be amended from time to time, on all or a portion of the Premises to protect the biological and natural values of the Premises.
- f) All existing and future easements, servitudes, leases, and rights of way for roads, telephone and electric power lines, wind power, and other purposes, whether recorded or not. This includes, but is not limited to, a prohibition on the Licensee materially interfering with the activities and operations of Golden Hills Wind, LLC, under its

Amended and Restated Easement Agreement dated October 21, 2004, and First Amendment to Amended and Restated Easement Agreement dated June 6, 2014 (assigned by Green Ridge Power, LLC to Golden Hills Wind LLC on April 6, 2018), and any subsequent amendments thereto.

- g) Recognition by the Licensee that this License does not bestow a property right, but is a privilege approved for the use and benefit of the Licensee to whom it is issued.
- h) Recognition by the Licensee that the Premises consist of public land, and that cooperation of the Licensee and Agency is necessary to conserve the Premises through appropriate land management.

## **6) GENERAL USE OF PREMISES**

Licensee shall use the Premises for livestock grazing consistent with the RMP, and for operations normally associated with such grazing, and for no other purpose or purposes whatsoever, without the prior written consent of Agency. Licensee shall conduct all operations on the Premises in a responsible, safe, professional, and environmentally conscious manner, and is responsible at all times for containment of livestock on the Premises. Licensee shall comply, and ensure Licensee's personnel, and its contractors and any other parties acting on its behalf comply, with all obligations in this License, including those safety requirements set forth in **Exhibit D**. Any right of entry or use under this License by Licensee or its agents is with permission of Agency and shall not develop into a prescriptive right. Agency reserves and retains for itself and its successors or assigns all waters and water rights appurtenant to the Premises and the right to all water subject to appropriation and use thereon, including the right to develop, conserve, store, and convey such water, and to remove, export, or deliver such water from the Premises to locations elsewhere upon, or to properties other than, the Premises, except such water as Agency deems necessary and beneficial for watering of livestock on the Premises, and for other uses associated with the rights herein granted by this License, consistent with resource conservation objectives. Licensee's or its agents' use of water is with permission of Agency, and shall not develop into a prescriptive right.

## **7) CONSERVATION EASEMENTS**

- a) Licensee recognizes that Agency has entered into the Parcel 6 Conservation Easement, and may enter into additional future conservation easements on all or a portion of the Premises to protect the biological and natural values of the Premises. Any such future conservation easement is expected to allow grazing on the Premises but will restrict the use of the Premises subject to the conservation easement and may require certain actions to comply with the conservation easement. The Parcel 6 Conservation Easement, which only applies to Parcel 6 of the Premises, does allow grazing on Parcel 6, and requires certain actions to comply with the Parcel 6 Conservation Easement's terms. Notwithstanding any other term, covenant, or condition of the License, Licensee shall comply with the terms of any conservation easement, including when undertaking any activities authorized by or required pursuant to this License. Licensee shall cooperate with Agency to implement any requirements of any such conservation easement and to fulfill any requirements for Agency to enter into a conservation

easement. If, for example, a conservation easement requires preparation of a grazing management plan or a grazing management plan is required by the holder or third-party beneficiaries for Agency to enter in a conservation easement, Licensee shall prepare such a plan that is acceptable to Agency, the holder of any conservation easement, and any third-party beneficiaries to any such conservation easement.

- b) If as a result of any conservation easement, Licensee incurs costs, it may obtain reimbursement for such costs or a reduction in the Rent (defined below) paid under this License with Agency's prior approval. Prior to incurring any such costs, Licensee shall provide Agency with a written estimate of such costs, which Agency may agree to reimburse. Prior to any estimated reductions in revenue, Licensee shall provide Agency with a written estimate of such reductions, for which Agency may agree to reduce the Rent payments under this License. If the parties cannot agree on the need for or amount of such reimbursement or Rent reduction, Agency may terminate this License with one hundred eighty days (180) days' written notice.
- c) Licensee shall provide any agent expressly authorized under this License with a copy of any conservation easement and shall require any such agent to comply with the terms of any conservation easement. Licensee shall be responsible for ensuring any agents comply with the terms of any conservation easement and shall reimburse Agency for any damage or costs incurred by Agency as a result of Licensee's or its agents' violation of any conservation easement.

#### **8) ACCEPTANCE AND SURRENDER OF PREMISES**

By entry under this License, Licensee accepts the Premises in their present "as is" condition and agrees that on the last day of the Term, or upon sooner termination of this License, or upon the withdrawal of Licensee from said Premises, Licensee shall peaceably vacate and surrender the Premises and the appurtenances thereon to Agency in the same condition as when received and shall remove all personal property from the Premises.

#### **9) ENTRY AND INSPECTION**

Agency and its agents reserve full authority to enter onto the Premises to inspect them or to engage in any other activity that does not significantly interfere with grazing, including but not limited to, conducting planning or environmental studies, making any changes or alterations or repairs which Agency shall consider necessary for the protection, improvement or preservation thereof, complying with the requirements of any conservation easement on the Premises, posting any notice provided for by law, or otherwise protecting any and all rights to Agency; and Licensee shall not be entitled to any abatement of Rent by reason of the exercise by Agency of any such rights herein reserved.

#### **10) LICENSEE AS INDEPENDENT CONTRACTOR**

Licensee enters into this License as an independent contractor and not as an agent or employee of Agency, as the word "employee" is defined in the Workmen's Compensation Act of the State of California.

## **11) ASSIGNMENT AND SUBLETTING**

- a) Neither this License nor any rights or interest hereunder shall be transferred or assigned by Licensee voluntarily or involuntarily, nor shall the Premises or any portion thereof be sublet, nor shall Licensee permit the use of the Premises or any part thereof by any third party or parties for any purpose, nor shall this License or any interest therein be assignable by action of law, including bankruptcy (voluntary or involuntary) and no sheriff, trustee, creditor, purchaser at any judicial sale, officer of any court, or receiver shall acquire the use or possession of said Premises or any part thereof, nor shall they acquire any rights under this License, unless the written consent thereto of Agency is first obtained.
- b) Licensee may, upon first obtaining the written approval of Agency, take for pasturage on the Premises livestock belonging to a third party or parties. Livestock taken for pasturage shall be at all times under the sole control of Licensee and shall be subject to all restrictions and covenants set forth in this License. No consent by Agency under this Section shall constitute a waiver or discharge of the provisions of this section except as to the specific instance covered by such consent.
- c) This License is for the benefit of Agency and Licensee only. This License shall not bind or inure to the benefit of the respective heirs, personal representatives, successors, or assigns of Licensee.

## **12) LICENSEE HAVING AGENT OR MANAGER RELATIONSHIP**

Notwithstanding section 11 above, Licensee may make legal arrangements with a third party to assist Licensee in operating the Premises and to manage permitted livestock under an agent or manager relationship, with the understanding that Licensee shall retain full responsibility for compliance with the provisions, covenants, and requirements of this License, including the requirement to comply with the terms of any conservation easements on the Premises. Licensee shall provide Agency with a copy of the written agreement between Licensee and third-party agents or managers specifying the scope of authority conferred upon said agents or managers by the Licensee. The person or persons so designated shall, in addition, abide by the Notifications section of this License.

## **13) LICENSEE'S CONTRACTORS**

In any agreement entered into between Licensee and outside contractor(s), said contractor shall act as an independent professional and not as an agent of Agency, and nothing contained in this License or any contractor agreement shall create a contractual relationship between any contractor or subcontractor and Agency. Any agreements entered into by Licensee with contractors to perform work in accordance with this provision must receive prior approval by Agency. The Licensee shall notify Agency at least seven (7) days prior to the commencement of said approved work and immediately upon completion thereof.

#### **14) NOTIFICATIONS**

- a) Agency and Licensee shall provide to one another home, office, work, mobile, cellular, third party, and other telephone and pager numbers where they can be reached or a message can be left. Agency and Licensee will also maintain answering machine, voice mail, or email to provide a means of reporting emergency situations and conveying to one another important messages and instructions in the event of the other's absence. The Agency shall require Licensee to respond within a minimum of 24 hours and act upon said emergencies, messages, and instructions.
  
- b) Unless otherwise specifically provided herein, all notices that are required under this License shall be sent either (i) by certified mail, return receipt requested, postage prepaid in the U.S. mail, (ii) by a nationally recognized overnight courier, or (iii) by email, provided that a copy is also sent out not later than two (2) business days thereafter by certified mail, personal delivery or overnight courier as described in (i) or (ii) immediately above. The above addresses may be changed by written notice to the other Party; provided, however, that in no event shall a change of address include a P.O. Box. If a notice is sent in the manner provided in (i) or (ii) by this subsection 13(b) above, it shall be deemed given upon receipt, refusal of delivery by the intended recipient, or failure of delivery due to incorrect delivery information provided by the intended recipient to the noticing Party. If notice is sent in the manner provided in (iii) by this subsection 13(b) above, it shall be deemed to have been received on the date of such transmission.

Notices to Agency shall be directed to:

Kelly Schoonmaker  
Property Manager  
Alameda County Waste Management Authority  
1537 Webster Street  
Oakland, CA 94612  
Email: [kschoonmaker@stopwaste.org](mailto:kschoonmaker@stopwaste.org)

Notice to Licensee shall be directed to:

Paulo Farms  
Joseph and Charlene Paulo  
1452 N. Vasco Rd., #293  
Livermore, CA 94551  
Email: [charpaulo@aol.com](mailto:charpaulo@aol.com)

#### **15) LICENSEE'S DEFAULT**

The occurrence of any one or more of the following events shall constitute a material default and breach of this License by Licensee:

- a) The vacating or abandoning of the Premises by the Licensee for more than six (6) months without Agency approval.
- b) The failure of Licensee to make any payment of the Rent herein reserved, or any installment or part thereof, or any sum required by Licensee to be paid to Agency at the times or in the manner herein provided, and such failure continues for more than ten (10) days after written notice thereof from Agency.
- c) The failure by Licensee to observe and perform any of the obligations of this License and failure to cure such breach within fifteen (15) days after receiving written notice thereof by Agency to Licensee; provided, however, that if the nature of Licensee's the breach is such that more than fifteen (15) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences a cure within a fifteen (15) day period and thereafter diligently proceeds to completion of the cure.

#### **16) REMEDIES ON DEFAULT**

In the event of any such default or breach by Licensee, as herein described, Agency may, at any time thereafter, and without limiting Agency in the exercise of any other right or remedy which Agency may have at law or in equity by reason of such default, failure, breach or neglect:

- a) Terminate this License prior to the expiration of the Term hereof, in accordance with Section 17, below, in which case Licensee shall immediately, quietly and peaceably surrender and deliver to the Agency the possession of the Premises, including preexisting and new improvements made thereon in the condition in which they were found, reasonable wear and tear excepted, and Licensee shall pay rent to the date possession is delivered to Agency.
- b) Enter the Premises or any part thereof and, with or without terminating this License, and in accordance with applicable law, expel, remove, and put out Licensee or any person or persons occupying said Premises, and remove all personal property and livestock therefrom, without prejudice to any remedy which might otherwise be available at law or equity, and without liability to any person for damages sustained by reason of such removal. No such entry or taking of possession of said Premises by Agency shall be construed as an election on its part to terminate this License unless a written notice of such intention be given Licensee.
- c) Petition the Superior Court of the State of California, at Licensee's expense for, and be entitled as a matter of right to, the appointment of a Receiver, and have said Court appoint such Receiver and vest in him or her such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to the Agency.
- d) License and re-license said Premises in whole or in part, at such rent and upon such

terms and for such length of time, whether less or greater than the unexpired portion of the term of this License, as Agency may see fit, and recover from Licensee the Rent and any other charges and adjustments as may be due hereunder. Notwithstanding such licensing or re-licensing, should this License not be terminated, Agency may, at any time thereafter elect to terminate it.

#### **17) TERMINATION**

This License may be terminated at any time during the Term without further liability, as follows:

- a) By Agency, following a default or breach of this License by Licensee upon thirty (30) days' prior written notice to Licensee.
- b) By Agency for any reason whatsoever upon ninety (90) days' prior written notice to Licensee.
- c) By Agency, pursuant to Section 7(b) above.
- d) By Licensee, upon three hundred sixty-five (365) days prior written notice to Agency, if Licensee determines that the Premises are not appropriate for the intended purpose of the License. In such event, Licensee shall pay a termination fee in an amount equal to the previous semi-annual Rent installment. The termination fee shall be paid within thirty (30) days of the effective date of termination of this License.

#### **18) LIVESTOCK CARRYING CAPACITY**

- a) Livestock carrying capacity, as defined herein, is the level of livestock use allowed on the Premises consistent with the RMP. The unit of measure of livestock carrying capacity shall be the animal unit month ("**AUM**"), which, as defined herein, is the amount of forage (equivalent to 1000 pounds of dry, herbaceous plant material) necessary to sustain a mature cow for a period of one month. Agency shall regulate the kind and number of livestock, and the amount of time the Premises are grazed by same, herein defined as the period of use, to assure conformity to livestock carrying capacity estimates in the RMP. Agency shall be the sole judge as to the livestock carrying capacity of the Premises, or any part or parts thereof.
- b) The livestock carrying capacity Agency assigns to the Premises shall be based on the estimated forage production in an average rainfall year, and may be subject to change by Agency and Agency alone. As of the Effective Date, Licensee is entitled to graze up to 2,109 AUMs on the Premises for the license-year beginning November 1, 2025, under "Average" grazing conditions per the RMP.

#### **19) CHANGE IN LIVESTOCK CARRYING CAPACITY BY AGENCY**

At the Effective Date, the maximum AUMs permitted on the Premises shall be the number set forth in section 18, which shall be consistent with the RMP Range Analysis Summary, WMA

Parcel Livestock Carrying Capacity. Agency may at any time modify the number of animals permitted, AUMs, and/or period of use for the current year and any or all succeeding years remaining in the term, if, in Agency's opinion, such modification is necessary to ensure consistency with the RMP. Agency may either decrease the number of animals permitted, AUMs, and/or period of use for any period, or permit or require an increase in the number of animals permitted, AUMs, and/or period of use for any period. Written notice of any such change will be conveyed by Agency to Licensee, who shall have fifteen (15) days in which to comply as directed. Unless so changed, said number of animals, AUMs, or periods of use for any license-year shall remain as last authorized by the Agency.

Agency will evaluate range conditions at least twice each year to determine whether the Premises are being overgrazed or undergrazed, pursuant to Section 6.2.2 (Forage Utilization) of the RMP and shall inform Licensee if it determines that the Licensee must, or may, modify current grazing practices. Licensee may request additional evaluations if Licensee believes that range conditions warrant a change in the grazing regime. Agency may charge a reasonable fee for such additional evaluations.

## **20) EXCEEDING LIVESTOCK CARRYING CAPACITY WITHOUT AUTHORIZATION**

Licensee shall limit the number of livestock to be grazed upon the Premises and the period of use so that the authorized number of AUMs is not exceeded. Should said Premises be grazed in excess of the authorized number of AUMs, Licensee shall immediately remove all or such number of livestock as are necessary to comply with the maximum livestock carrying capacity authorized by the Agency. In addition to all other rights which the Agency may have or exercise under this License because of such overgrazing, Licensee shall pay to Agency promptly, upon demand, three (3) times the rent in this License provided for each AUM or portion thereof grazed in excess of said authorized number, such amount being hereby agreed upon as the minimum damage to Agency from such excess usage.

## **21) RESIDUAL DRY MATTER STANDARDS**

Residual dry matter (RDM), as used herein, is a measure of dry, herbaceous plant material in pounds per acre or kilograms per hectare representing the amount of ungrazed vegetation that the Agency has specified must remain on the ground at the conclusion of grazing within the given grazing season. The amount of RDM on the ground at the end of the grazing season shall fall within the range of 750 to 1000 lbs./acre. These standards generally translate into 4 to 6 inches of standing vegetation at the end of the grazing season. Licensee shall conduct grazing operations on said Premises so that minimum RDM standards are not exceeded, and shall maintain a vegetative stubble height of 4 to 6 inches of standing vegetation upon the Premises at the end of the grazing season. If the RDM levels drop below the amounts hereinabove specified, then all livestock shall be immediately removed from the affected area(s) until such time Agency determines that said area(s) have recovered sufficiently to allow restocking.

## **22) LAND MANAGEMENT AND FORAGE UTILIZATION**

- a) Licensee shall distribute or rotate livestock evenly throughout said Premises or among

pasture fields as specified by the Agency. Licensee shall not cause overgrazing to occur on the Premises and shall obtain optimum distribution of grazing animals over said Premises by frequent herding, by strategic location of supplemental feeds, and by maintaining in good condition and repair boundary and interior fencing and developed water for livestock. Licensee shall use said Premises in accordance with the RMP and any other rangeland management practices specified by the Agency, and with due regard to the conservation of the natural resources thereon, and without discrimination in reference to any other private and leased lands controlled by Licensee as part of Licensee's overall grazing operation.

- b) Licensee shall at all times prevent livestock from trespassing onto lands owned or operated by Agency for which the Licensee is not authorized to graze, into any areas within the Premises excluded from grazing, or upon adjacent, third-party, private and public lands.
- c) Licensee is responsible at all times to adhere to the aforementioned conditions, and Agency shall advise Licensee when in the opinion of the Agency, any of said conditions are not being accomplished. Licensee recognizes that in some years it may be necessary to reduce stocking or remove animals earlier than expected due to unusual or emergency conditions. Agency shall have the right to direct the termination of grazing in the event of overgrazing or direct the amount of grazing that will not constitute overgrazing. Should this License be terminated, Licensee shall have no recourse to damages against the Agency or any of its employees except as expressly authorized under the License.
- d) Fenced riparian areas may be grazed from March through May, depending on rainfall, and shall not be grazed at other times, in accordance with the RMP, unless Agency provides Licensee with written notification otherwise.
- e) Licensee shall be responsible for establishing fire breaks prior to the start of the fire season in accordance with the RMP (Parcels 1-5), Management Plan (Parcel 6), or other directives from Agency or the Alameda County Fire Department. Agency will reimburse Licensee for one-half of the costs associated with establishing firebreaks. Licensee will submit invoice with costs itemized. All discing shall be subject to the following provisions: 1) Agency shall provide Licensee with photographs of burrowing owls and information concerning their identification and habits and Licensee shall provide such information to the operator of any equipment ("**Operator**"); 2) Operator shall keep a look out for and avoid all wildlife, particularly burrowing owls, during mowing, discing, or blading. Where a burrowing owl is identified roosting on the ground, Operator shall assume that it is roosting on a nearby burrow and shall not operate equipment within 15 feet of the roosting site.

### **23) WEED AND PEST CONTROL**

- a) Licensee shall be responsible for the control of range weeds and pests, consistent with the RMP, at Licensee's sole cost and expense. Evaluation and control strategies will be developed in consultation and coordination with the Alameda County Department of Agriculture / Weights and Measures and the California Department of Fish and Wildlife, as appropriate, and in accordance with all applicable federal, state, and county regulations and recommended policies for the protection of threatened and endangered species.
- b) Licensee is prohibited from using any pesticide or hazardous substance anywhere on the Premises in an unsafe or careless manner or in any manner that is contrary to the manufacturer's instructions as they appear on the label. The transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the Premises shall be conducted in accordance and compliance with all federal, state, county and local regulations.
- c) Licensee shall take precautions to prevent drift, or movement off-site, of any and all chemicals used in weed and pest control operations, and the Licensee shall maintain sufficient materials, tools, and equipment on-site to contain and clean up any hazardous spills that may result from use of such chemicals. Licensee shall not dispose of on the Premises any excess chemicals, containers, medicines, materials, or paraphernalia used to control weeds and pests, or to treat livestock on the Premises.
- d) In the event Licensee shall fail to perform its obligations hereunder, Agency, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to reimburse Agency the cost thereof as part of the Rent payable on the next installment upon which Rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of Rent.

### **24) MAINTENANCE AND IMPROVEMENTS**

- a) Licensee shall, at Licensee's sole cost and expense unless otherwise approved in advance by Agency, and in a timely manner throughout the Term hereof, maintain the Premises and all improvements thereon and all appurtenances thereto in good order and condition to the satisfaction of the Agency, including, but not limited to, barns, boundary and interior fences, including fences installed for resource protection purposes, gates, corrals, cattle guards, water developments, and service roads which are not required to be maintained by any other persons, including but not limited to the County of Alameda or Golden Hills Wind, LLC, without any alterations or additions except as shall be first approved by Agency. Licensee shall, at all times, keep and maintain said Premises in a clean and sanitary condition to the satisfaction of the Agency, free and clear of rubbish and litter. Licensee hereby waives all rights to make repairs at the expense of Agency as provided for in any statute or law in effect at the

time of execution of this License or any amendment thereof or any other statute or law which may be hereafter enacted during the Term of this License.

- b) In the event Licensee shall fail to perform its obligations hereunder, Agency, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to repay Agency the cost thereof as part of the Rent payable as such on the next installment upon which Rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of Rent.

## **25) LICENSEE'S OBLIGATION TO PERFORM RESOURCE CONSERVATION ACTIVITIES**

- a) **"Resource Conservation Activities"** as used herein, shall mean any management activity for the protection, preservation, and improvement of the Premises or any part thereof including property and any and all appurtenant facilities. Licensee may perform such Resource Conservation Activities that may from time to time be approved in advance by the Agency. Agency may reimburse all or part of associated costs expended. Resource Conservation Activities eligible for cost sharing by Agency include work involving new construction, reconstruction, relocation, or major repair of boundary and interior fences, or fences installed for resource protection purposes, gates, water developments, cattleguards, corrals, roads, trails, and other valid range improvement projects intended to sustain or improve grazing operations or promote resource protection or conservation. A request for reimbursement including estimates for any labor and materials born by the Licensee and other sources of funding will be itemized in writing and submitted to the Agency for approval. The design, construction, and installation of the aforesaid improvements shall be approved by Agency. Upon completion and inspection of the improvements the Agency will pay the Licensee the agreed-upon share of the final costs.
- b) Projects constructed and installed using USDA Natural Resources Conservation Service (NRCS) or Alameda County Resource Conservation District (ACRCD) funds shall be in accordance with NRCS Standards and Specifications. Licensee shall not accept any federal cost-sharing payments for conservation practices that would result in a duplicate payment from Agency. If NRCS, ACRCD, or other external funds are used for a project and Agency has approved a request for reimbursement, Licensee shall deduct the externally funded amount from the total cost before calculating reimbursement request. Licensee shall provide documentation of the cost share in writing.

## **26) ALTERATIONS, LIENS**

- a) Licensee agrees not to make any alterations of, changes in, or additions to the Premises without the prior written consent of Agency. As a condition to granting its consent, Agency shall require that:
  - 1) Licensee shall submit for Agency's approval detailed final plans and

specifications and working drawings of the proposed alterations and the name of its contractor at least fifteen (15) days before the date it intends to commence the alterations.

- 2) Any alterations must be approved by all appropriate government agencies, and all applicable permits and authorizations must be obtained prior to commencement of the alterations, and such alterations shall be completed with due diligence in compliance with the plans and specifications and all applicable laws.
- b) All alterations, additions and improvements, including fixtures, made to or upon the Premises, except unattached, movable fixtures owned by the Licensee, shall be the property of Agency, and shall remain upon and be surrendered with the Premises, except that Licensee will ascertain from Agency within thirty (30) days before the end of the Term, or upon termination if this License is terminated prior to the expiration of the Term, whether Agency desires to have the Premises, or any part or parts thereof, restored to the condition they were found in when the Premises were delivered to Licensee and, if Agency shall so desire, Licensee shall so restore said Premises or such part or parts thereof before the end of the Term, or within thirty (30) days of termination if this License is terminated prior to the expiration of the Term, entirely at Licensee's own cost and expense.
- c) Licensee agrees that, if any such alterations, changes or additions are to be made, Licensee shall indemnify, defend, protect and hold harmless Agency from all liens, claims, demands, and liabilities arising out of any work performed, materials furnished, or obligations incurred by or for Licensee upon said Premises during said Term and shall not suffer any such lien or other lien to be created.

## **27) UTILITIES**

Licensee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials and services which may be furnished to or used upon said Premises in conjunction with grazing activities.

## **28) LIVESTOCK IDENTIFICATION**

All permitted livestock and their offspring shall be branded or marked with the brand or mark of the Licensee, unless otherwise approved under Section 11(b) of this License.

## **29) SUPPLEMENTAL FEEDING**

- a) Licensee shall not conduct supplemental feeding of domestic livestock on the Premises to prolong grazing use in areas where established forage utilization levels have been reached or exceeded.
- b) Licensee shall relocate supplemental feeding sites when such sites become sufficiently

grazed, or at the direction of Agency, so as to minimize the potential for resource damage from congregating animals.

- c) Licensee shall locate supplemental feeding sites in under-utilized areas of said Premises, and at least 1,000 feet or more away from water, whenever possible.
- d) In the event of unusual or emergency circumstances, such as drought or the loss of vegetation by wildfire, Agency will have the discretion to allow short-term supplemental feeding on the Premises until Licensee can make arrangements to remove livestock from the Premises, which may require short-term confinement of permitted livestock to restricted locations within said Premises to minimize resource impacts.

### **30) DISPOSAL OF LIVESTOCK CARCASSES**

Licensee shall remove, bury, or relocate to a remote site any and all livestock which may die on the Premises. If Licensee fails to remove, bury, or relocate such livestock within five (5) days of notice by Agency requesting same, Agency may, acting alone or through contract with an outside party, cause the removal, burial, or relocation of such livestock and be monetarily reimbursed by the Licensee for any labor and material expended. Said reimbursement shall be included in the Rent payable as such on the next installment upon which Rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of Rent.

### **31) CARE OF PERMITTED ANIMALS**

Licensee shall maintain permitted animals in a healthy condition at all times. Agency shall reserve the right to contract for the services of a veterinarian to attend to or euthanize sick animals on Agency's land and be monetarily reimbursed by the Licensee in the event Licensee is unable or unwilling to provide medical assistance to the animal in a timely manner. Said reimbursement shall be included in the Rent payable as such on the next installment upon which Rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of Rent. Licensee shall remove from the Premises, within 24 hours upon notification by Agency, any and all problem or aberrant animals posing a threat or nuisance to staff, or neighbors.

### **32) OUTBREAKS OF DISEASE**

Licensee shall immediately report to all proper governmental authorities any case of infectious animal disease appearing in livestock on the Premises, and shall, at Licensee's sole cost and expense, take all steps required to isolate, control, and eliminate any such disease. Livestock exhibiting symptoms of diseases communicable to humans shall be immediately removed from the Premises.

### **33) MOTORIZED VEHICLES AND HEAVY EQUIPMENT**

All motorized vehicles and equipment used by Licensee on Agency land shall be outfitted with appropriate spark arrestors and mufflers. No heavy equipment, including, but not limited to

bulldozers, backhoes, excavators, or trenchers shall be allowed to cross or operate on the Premises without Agency's consent.

### **34) FIREARMS**

Licensee shall not carry on their person or use firearms on the Premises. Problem animals interfering with livestock operations shall be addressed in cooperation with Alameda County Animal Control, the California Department of Fish and Wildlife, or other appropriate authorities.

### **35) REMOVAL OR USE OF NATURAL RESOURCES**

Licensee shall not destroy or remove nor permit to be destroyed or removed any earth, soil, vegetation, artifacts, fossils, or firewood found on the Premises, nor commit any waste thereon, without written authority from Agency to commit any such acts, except where such earth, soil, or vegetation in the form of landslides, down trees, or shrubs are creating an immediate hazard and impediment to the routine operation of the rights herein granted. Licensee shall not hunt, fish, or camp, nor permit any hunting, fishing, or camping upon the Premises.

### **36) COMPLIANCE WITH LAW**

Licensee shall comply with all applicable laws, permits, statutes, ordinances, rules, governmental orders and regulations pertaining to the occupancy and use of the Premises hereunder, and shall furnish evidence as to Licensee's compliance therewith upon request by the Agency. Licensee shall not do, or suffer to be done upon the Premises, any act or thing which is or may be a nuisance, and shall not use or permit others to use said Premises for any unlawful purpose.

### **37) MEMORANDUM OF LICENSE**

Agency and Licensee shall have the right to record or allow a memorandum or abstract of this License to be recorded or filed in any public office. Licensee and Agency shall cooperate in executing and acknowledging such a memorandum or abstract at either party's request.

### **38) LIABILITY**

Agency will not be liable to Licensee, and Licensee hereby waives any claims against Agency, for any damage to property, injury, or death to any person in, on, or about the Premises by or from any cause except the sole active negligence or willful misconduct of Agency.

### **39) INDEMNIFICATION**

Licensee shall indemnify, hold harmless, defend, and protect Agency and Agency's officers, directors, board members, partners, employees, agents, invitees, contractors, or subcontractors from and against any and all losses, claims, liabilities, damages, demands, suits, costs, and expenses (including reasonable attorneys' fees and costs), penalties, judgments, and injuries (including personal injuries or death) (all of the foregoing, collectively "**Claims**") arising from or in connection with Licensee's or Licensee's officers', directors', partners', employees', agents', contractors', subcontractors', or sublicensees' use of the Premises or access to the

Premises, except to the extent that such Claims arise from or in connection with the sole active negligence or willful misconduct of Agency. The indemnity provisions of this Section shall survive the expiration or termination of this License.

#### **40) INSURANCE**

Licensee shall, at Licensee's own cost and expense, secure and maintain during the entire Term of this License insurance as required by the provisions set forth in **Exhibit E**.

#### **41) TAXES**

Licensee agrees to be responsible for all taxes that arise by virtue of the imposition of a possessory interest tax and such other taxes as arise from the grazing operation.

#### **42) CONFLICT OF INTEREST**

Licensee hereby warrants and represents to Agency that no officer and/or employee of the Agency, nor any member of Agency's Board of Directors has or will have, directly or indirectly, any interest whatsoever in this License.

#### **43) COSTS OF SUIT**

If legal action shall be brought by either of the parties hereto for unlawful detainer of the Premises, or for the recovery of any rent due under the provisions of this License, or because of the breach of any term, covenant or provisions hereof, each party shall pay its own attorney's fees and shall not be entitled to recover the costs of suit and reasonable attorney's fees from the party not prevailing.

#### **44) SURRENDER OF LICENSE**

No act or conduct of the Agency shall be deemed to be or constitute an acceptance of the surrender of the Premises by Licensee prior to the expiration of the Term hereof, and such acceptance by Agency of surrender by Licensee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender by the Agency. The voluntary or other surrender of this License by Licensee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Agency, terminate all or any existing concessions granted pursuant to this License, or may at the option of the Agency operate as an assignment to him of any or all such concessions.

#### **45) CUMULATIVE REMEDIES, NON-WAIVER**

The receipt by the Agency of any rent or payment with or without knowledge of the breach of any covenant hereof shall not be deemed a waiver of any such breach and no waiver by Agency of any sum due hereunder or any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Agency. No delay or omission in the exercise of any right or remedy accruing to Agency upon any breach by Licensee under this License shall impair such right or remedy or be construed as a waiver of any such breach theretofore or hereafter occurring. The waiver by Agency of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any

other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to the Agency either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

**46) DRUG-FREE WORKPLACE**

Licensee and its employees, agents, contractors, and subcontractors shall comply with the Agency's policy of maintaining a drug-free workplace. Neither Licensee, nor its employees, agents, contractors, or subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, while on the Site. If Licensee or any employee, agent, contractor, or subcontractor of Licensee is convicted or pleads nolo contendere to a criminal drug statute violation occurring while occupying any portion of the Property, Licensee, within five (5) days thereafter, shall notify the Agency. Failure to comply with this Section shall constitute a material breach of this License.

**47) EXHIBITS**

All exhibits referred to in this License are attached hereto and are by this reference incorporated herein and made a part of this License.

**48) POWER TO EXECUTE AGREEMENT**

Each individual executing this License, on behalf of one of the Parties, represents that he or she is duly authorized to sign and deliver the License on behalf of such Party and that this License is binding on such Party in accordance with its terms.

**49) HEADINGS**

The headings to the sections of this License are for convenience only and are not a part of this License and shall have no effect on the construction or interpretation of any part of this License.

**50) TIME**

Time is of the essence as to all provisions of this License.

**51) COUNTERPARTS**

This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument and have the force of an original.

**52) JURISDICTION AND SEVERABILITY**

This License shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this License shall be in that state and venue shall be in Alameda County, California. If any part of this License is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the

remainder of this License shall be in full force and effect.

**53) PRESUMPTIONS REGARDING PREPARATION**

The Parties acknowledge and agree that each of the Parties has been represented by counsel or has had full opportunity to consult with counsel. Accordingly, it is the intention and agreement of the Parties that the language, terms, and conditions of this License are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this License.

**54) ENTIRE AGREEMENT AND MODIFICATION**

This License, including all Exhibits, represents the final, complete, and exclusive statement of the agreement between the Parties and supersedes all prior and contemporaneous understandings and agreements of the Parties. No Party has been induced to enter into this License by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This License may only be amended by mutual agreement of the Parties in writing and signed by both Parties.

**55) CONDITIONS AND RIGHT TO TERMINATE**

It is agreed by and between the parties hereto that all the agreements herein contained upon the part of Licensee, whether technically covenants or conditions, shall be deemed conditions for the purpose hereof, conferring upon Agency, in the event of breach of any of said agreements, the right to terminate this License.

**56) JOINT LICENSEES; HEIRS AND ASSIGNS**

In the event where there is more than one Licensee, the obligation of the Licensee's execution of this License shall be joint and several. The words "Agency" and "Licensee" as used herein shall include the plural as well as the singular. The covenants and agreements contained herein shall be binding upon and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the restrictions herein imposed on assignment by Licensee.

**[signatures on next page]**

IN WITNESS WHEREOF the parties hereto have subscribed their names, the day and year first hereinabove written.

**Agency:**

By: \_\_\_\_\_  
Timothy Burroughs  
Executive Director

Dated: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Richard Taylor

Dated: \_\_\_\_\_

**Licensee:**

By: \_\_\_\_\_  
Joseph R. Paulo

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charlene F. Paulo

Dated: \_\_\_\_\_

Adopted:

**List of Exhibits:**

- Exhibit A: Description of Premises and Map
- Exhibit B: Computation and Payment of Grazing Rent
- Exhibit C: Grazing Rental Adjustment Table
- Exhibit D: Safety Requirements for Use of Property
- Exhibit E: Insurance Requirements

## EXHIBIT A

### DESCRIPTION OF THE PREMISES

The Premises (grazing parcels number 1, 2, 3, 4, 5, and 6) comprising approximately 1,635 acres, are located in the County of Alameda, State of California, are described on the following page and allocated according to the following grazing parcels:

Grazing Parcel 1	875 Acres
Grazing Parcel 2	22 Acres (*Grazing Parcel 2 totals 27 acres. Only 22 of those acres are included in the Premises, as described below under "LEGAL DESCRIPTION OF PREMISES")
Grazing Parcel 3	124 Acres
Grazing Parcel 4	149 Acres
Grazing Parcel 5	308 Acres
Grazing Parcel 6	157 Acres.

## LEGAL DESCRIPTION OF PREMISES

### **Grazing Parcel 1**

Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

#### **PARCEL 1:**

The south one-half of Section 34 in Township 2 South, Range 3 East, Mount Diablo Base and Meridian.

#### **PARCEL 2:**

Section 33 in Township 2 South, Range 3 East, Mount Diablo Base and Meridian.

Except therefrom all that part which lies northwesterly of the southeast line of the land conveyed to the State of California by deeds recorded January 8, 1938, Series No. II/1002, Book 3589 OR, page 72 and April 4, 1967, Series No. AZ/29891, Reel 1940 OR, Image 890, Alameda County Records.

### **Grazing Parcel 2**

A portion of the North 1/2 of Section 4, Township 3 South , Range 3 East, Mount Diablo Base and Meridian and described as follows:

Beginning at a point on the center line of North Flynn Road (County Road 2034), said point being at the intersection of said centerline, and the North line of the above mentioned Section 4; thence along the centerline, and the North Flynn Road (County Road 2034), and along the centerline of South Flynn Road (County Road 5822), the following bearings and distances: South 31° 24' 15" East 229.45 feet; South 39° 56' 05" East 234.96 feet; South 36° 11' 30" East 549.13 feet; South 61° 07' 20" West 472.59 feet; thence continuing along said centerline, Southwesterly 1257 feet, more or less, to a point that is West 726 feet and South 1918, more or less, from the point of beginning; thence North 1918, more or less, to the North line of said Section 4; thence along said North line East 726 feet to the point of beginning.

(\***Note:** The Premises do not include the residence at 11761 North Flynn Road or the surrounding enclosed five-acre area).

### **Grazing Parcel 3**

Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

#### **PARCEL 1:**

All that portion of the North ½ of Section 4, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, lying West of the center lines of North Flynn Road (County Road 2034) and South

Flynn Road (County Road 5822).

Excepting therefrom that parcel of land conveyed to J.C. Reimers recorded March 11, 1936, Book 3275 OR, Page 347, Alameda County Records.

Also excepting therefrom the following described property:

A portion of the North 1/2 of Section 4, Township 3 South , Range 3 East, Mount Diablo Base and Meridian and described as follows:

Beginning at a point on the center line of North Flynn Road (County Road 2034), said point being at the intersection of said centerline, and the North line of the above mentioned Section 4; thence along the centerline, and the North Flynn Road (County Road 2034), and along the centerline of South Flynn Road (County Road 5822), the following bearings and distances: South 31° 24' 15" East 229.45 feet; South 39° 56' 05" East 234.96 feet; South 36° 11' 30" East 549.13 feet; South 61° 07' 20" West 472.59 feet; thence continuing along said centerline, Southwesterly 1257 feet, more or less, to a point that is West 726 feet and South 1918, more or less, from the point of beginning; thence North 1918, more or less, to the North line of said Section 4; thence along said North line East 726 feet to the point of beginning.

#### **Grazing Parcel 4**

Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

The Southwest ¼ of Section 4 Township 3 South, Range 3 East, Mount Diablo Base and Meridian, in the District of lands subject to sale at San Francisco, California. Containing 160 acres of land, more or less, according to the Official Plat of the Survey of said lands returned to the General Land Office by the Surveyor General.

Excepting from the above described land the portion thereof included in a forty foot roadway conveyed by T.W. Twohey, et al, to County of Alameda, by Deed dated March 31, 1914 and recorded June 4, 1915, in Book 2339 of Deeds, at page 285, Alameda County Records.

#### **Grazing Parcel 5**

Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

##### **PARCEL 1:**

The North ½ of Section 3 and all that portion of the North ½ of Section 4, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, lying east of the center lines of North Flynn Road (County Road No. 3024) and South Flynn Road (County Road No. 5822).

Excepting therefrom that parcel of land containing 385 acres, conveyed to L.P. Crites, recorded March 2, 1891, Book 430 of Deeds, Page 18, Alameda County Records.

**PARCEL 2:**

All that portion of the South ½ of Section 3, Township 3 South, Range 3 East, Mount Diablo Base and Meridian, lying northerly of the northern boundary line of the 385 acre tract of land described in the Deed to L.P. Crites, recorded March 2, 1891 in Book 430 of Deeds at page 18, Alameda County Records.

**Grazing Parcel 6**

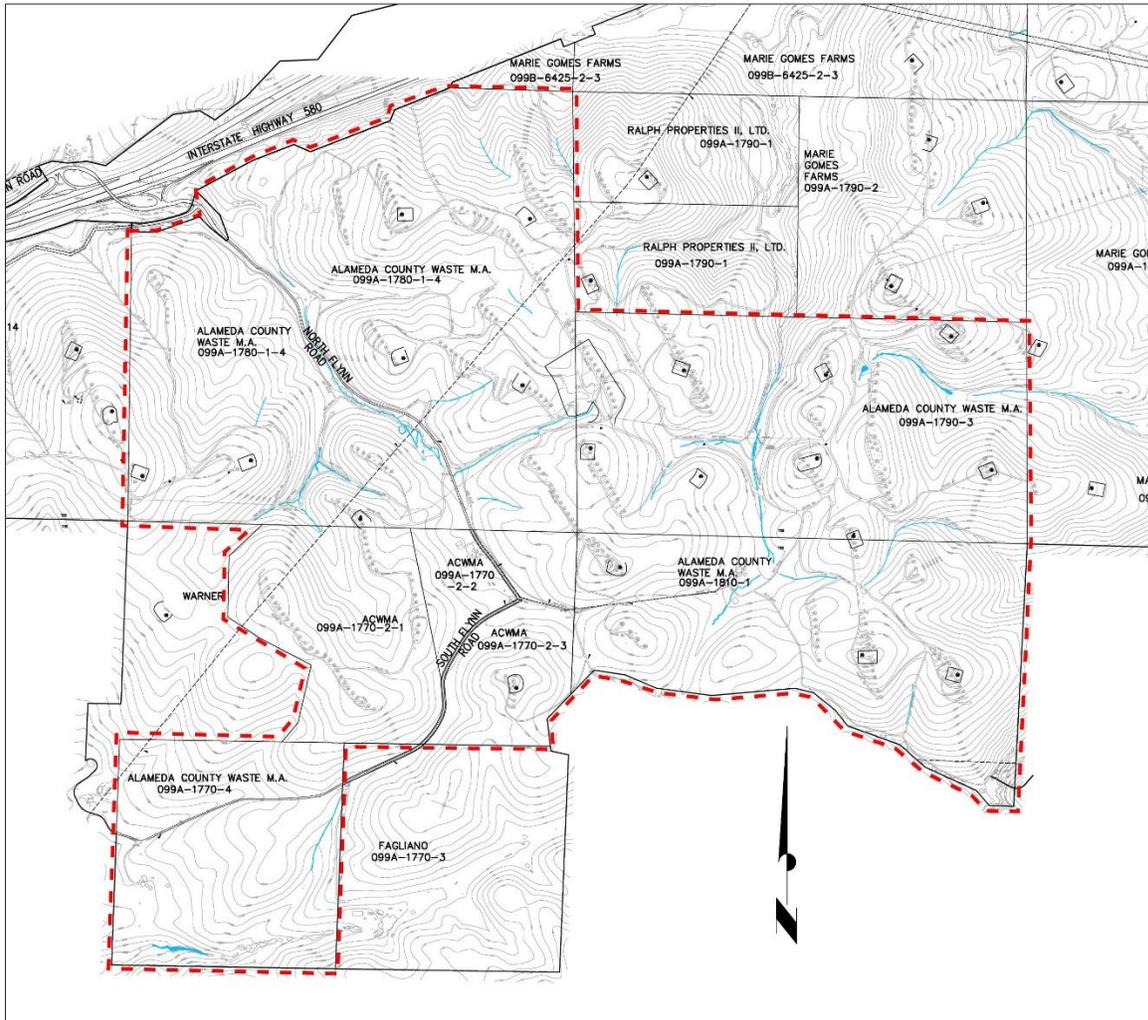
Those parcels of land in the Township of Murray, County of Alameda, State of California, described as follows:

The Northeast 1/4 of Section 10, in Township 3 South, Range 3 East, of the Mount Diablo Base and Meridian.

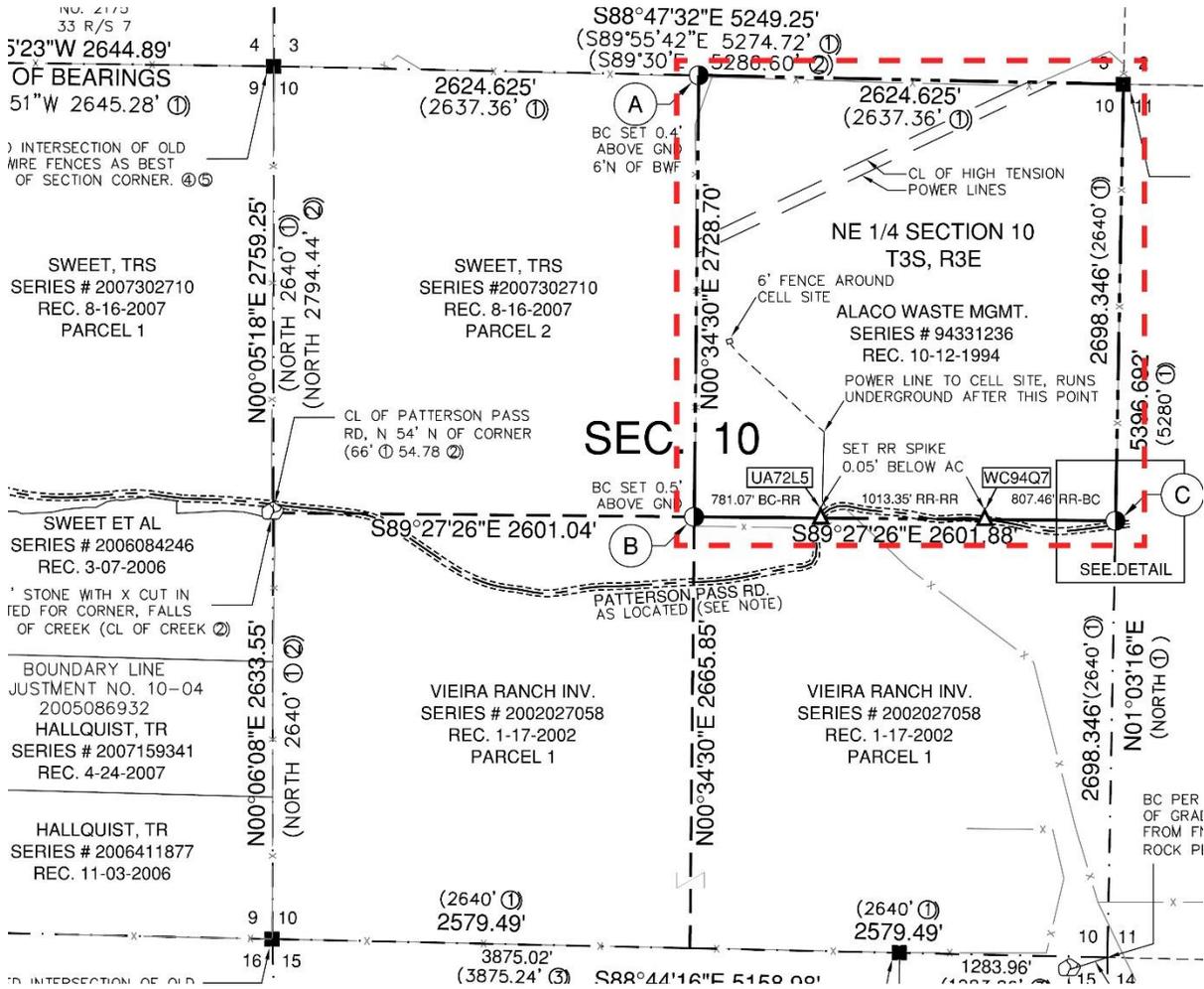
## MAP SHOWING THE PREMISES

Licensee has access to Parcel 1 (APN 099A-1780-1-4, 099A-1790-3), Parcel 2 (APN 099A-1770-2-2), Parcel 3 (APN 099A-1770-2-1), Parcel 4 (APN 099A-1770-4), Parcel 5 (APN 099A-1770-2-3, 099A-1810-1) and Parcel 6 (APN 099A-1820-2) for the purpose of grazing. Grazing Parcels 1-6, described above in this Exhibit A, correspond to Parcels 1-6.

### Map of Parcels 1-5:



**Map of Parcel 6:**



## EXHIBIT B

### COMPUTATION AND PAYMENT OF GRAZING RENT

#### Computation of Rent

A “license-year” is defined as the 12-month period commencing each November 1st and extending through October 31st of the following year. For each and every license-year, which shall begin on the Effective Date, and thereafter on November 1 of each year during said Term, the Rent for grazing use shall be determined by multiplying the number of AUMs grazed (as reported in the semi-annual Stocking Reports, described below) by the applicable “AUM rental rate” (as outlined below). This means that the Rent shall be adjusted upward or downward from license-year to license-year, depending upon the livestock carrying capacity of the Premises as determined by Agency, and whether the average selling price of beef cattle, as hereinafter computed, is higher or lower than the corresponding average selling price for the preceding license-year.

The per AUM rental rate shall be determined through the use of the Grazing Rental Adjustment Table in **Exhibit C**, within which the average selling price of beef cattle per hundred-weight shall be matched with the Average Price/cwt of said table to determine the corresponding AUM rental rate found opposite this entry.

For the purpose of calculating the per AUM rental rate, the average selling price of beef cattle shall be taken as the average selling price of Medium Frame No. 1 Muscling Steers and Heifers, 500-800 lbs., as reported by the Cattle Marketing Information Service, Inc. (Cattle-Fax) for the month of June prior to the start of each license-year. The AUM rental rate determined from this process will be used to compute the Rent for the subsequent license-year beginning November 1st. In the event that said average sales price of beef cattle is not obtainable in any year from Cattle-Fax as now constituted, then the average sales price to be used in determining the rental rate, and/or the AUM rental rate itself, shall be obtained from some other authentic source to be selected by Agency as providing a comparable price and/or AUM rental rate for the purpose.

It is further mutually understood and agreed that in the event the Federal Government or any agency whatever in any manner subsidizes the raising of beef cattle, thereby effecting a lower average sales price as reported by Cattle-Fax referred to above, the annual rent shall be increased to fully offset the effect of the subsidy payment on the sale price of cattle.

#### Payment of Rent

The Rent due as hereinabove calculated shall be due and payable by Licensee in semi-annual installments. Agency will calculate the Rent based on the AUM amount as reported in the semi-annual Stocking Reports, described below. The first installment shall be determined from the semi-annual Stocking Report for the first half of the grazing season ending on April 30. The second installment shall be determined from the semi-annual Stocking Report for the second half of the grazing season ending on October 31. Rent must be paid within thirty (30) days of

the date Agency issues Licensee an invoice for a Rent installment, or accrue interest at the rate of 1% per month or fraction thereof until paid, and if not paid within thirty (30) days of the date of demand, Agency, may, at its option, terminate this license, in which case the provisions of default as set forth in Sections 15 and 16 of this license shall apply. Notwithstanding the foregoing, upon the expiration or earlier termination of the License, the final Rent installment shall be due within forty-five (45) days of the expiration or termination of the License.

Licensee shall pay to Agency at its office 1537 Webster Street, Oakland, CA 94612, or at such other place as may be designated in writing by Agency, the said Rent and each and every installment thereof, at the time and in the manner aforesaid.

**Additional Agreements**

This License is subject to the following additional reservations, conditions and agreements, and Licensee does hereby further agree with Agency as follows:

1. The words “animal unit month” (AUM) as used in this License shall mean the utilization of the Premises for feeding purposes by one animal, 1,000 pounds or more in weight, for a period of one month. Authorized AUMs (the stocking rate) shall be assigned on the basis of the livestock carrying capacity of the Premises as determined by Agency, and stocking levels shall be computed by calculating the relative forage requirements of each of the kind or kinds of livestock intended to be grazed on the Premises in any one grazing season, as expressed by the following Animal Unit Equivalent conversion factors.

<u>Kind of Livestock</u>	<u>Animal Unit Months</u>
Adult Cow with Calf up to 6 months	1.00
Heifer or Steer, 2 years & older (1000 lbs. or more)	1.00
Yearling to 2-year old (750 - 1000 lbs.)	0.75
Weaned Calf to Short Yearling (up to 750 lbs.)	0.50
Bull	1.50
Horse	1.25

The Premises shall be used by Licensee only for grazing of animals designated in the table above entitled “Kind of Livestock;” only those horses necessary for livestock operations shall be permitted. The total number of animal unit months accruing from grazing the Premises by the kinds of livestock authorized by Agency during any given license-year shall remain consistent with and not exceed the livestock carrying capacity established by the Agency.

If the Agency modifies the authorized AUMs in the middle of a rental period by written notice to the Licensee, Licensee will have fifteen (15) days to comply with the newly authorized AUMs.

2. Licensee shall submit monthly Stocking Reports during the Term of the License by the 15th of the following month by mail or email to the Agency. Reports shall be submitted in a format approved by the Agency, and shall contain an accurate accounting of the number and kind of all livestock grazed upon the Premises and a list of any significant improvements or other actions taken on the Property, if any, and the date of such actions (including, but not limited to, repairs made to the Property, discing and fencing) for the prior month. Failure to submit timely reports will be an event of default by Licensee under this License.

3. During each license-year, Licensee shall submit to Agency by mail or email two semi-annual Stocking Reports, to be used for calculating the Rent. The first semi-annual Stocking Report shall be submitted by May 15 of each license-year and shall total AUMs for the period November through April. The second semi-annual Stocking Report shall be submitted by November 15 of each license-year and shall total AUMs for the period of May through October.

**EXHIBIT C  
GRAZING RENTAL ADJUSTMENT TABLE**

Average Pricelcwt		AUM Rate	Average Pricelcwt		AUM Rate	Average Pricelcwt		AUM Rate
\$ 92.01	to \$ 92.50	\$ 14.35	\$ 195.51	to \$ 196.00	\$ 24.70	\$ 299.01	to \$ 299.50	\$ 35.05
\$ 92.51	to \$ 93.00	\$ 14.40	\$ 196.01	to \$ 196.50	\$ 24.75	\$ 299.51	to \$ 300.00	\$ 35.10
\$ 93.01	to \$ 93.50	\$ 14.45	\$ 196.51	to \$ 197.00	\$ 24.80	\$ 300.01	to \$ 300.50	\$ 35.15
\$ 93.51	to \$ 94.00	\$ 14.50	\$ 197.01	to \$ 197.50	\$ 24.85	\$ 300.51	to \$ 301.00	\$ 35.20
\$ 94.01	to \$ 94.50	\$ 14.55	\$ 197.51	to \$ 198.00	\$ 24.90	\$ 301.01	to \$ 301.50	\$ 35.25
\$ 94.51	to \$ 95.00	\$ 14.60	\$ 198.01	to \$ 198.50	\$ 24.95	\$ 301.51	to \$ 302.00	\$ 35.30
\$ 95.01	to \$ 95.50	\$ 14.65	\$ 198.51	to \$ 199.00	\$ 25.00	\$ 302.01	to \$ 302.50	\$ 35.35
\$ 95.51	to \$ 96.00	\$ 14.70	\$ 199.01	to \$ 199.50	\$ 25.05	\$ 302.51	to \$ 303.00	\$ 35.40
\$ 96.01	to \$ 96.50	\$ 14.75	\$ 199.51	to \$ 200.00	\$ 25.10	\$ 303.01	to \$ 303.50	\$ 35.45
\$ 96.51	to \$ 97.00	\$ 14.80	\$ 200.01	to \$ 200.50	\$ 25.15	\$ 303.51	to \$ 304.00	\$ 35.50
\$ 97.01	to \$ 97.50	\$ 14.85	\$ 200.51	to \$ 201.00	\$ 25.20	\$ 304.01	to \$ 304.50	\$ 35.55
\$ 97.51	to \$ 98.00	\$ 14.90	\$ 201.01	to \$ 201.50	\$ 25.25	\$ 304.51	to \$ 305.00	\$ 35.60
\$ 98.01	to \$ 98.50	\$ 14.95	\$ 201.51	to \$ 202.00	\$ 25.30	\$ 305.01	to \$ 305.50	\$ 35.65
\$ 98.51	to \$ 99.00	\$ 15.00	\$ 202.01	to \$ 202.50	\$ 25.35	\$ 305.51	to \$ 306.00	\$ 35.70
\$ 99.01	to \$ 99.50	\$ 15.05	\$ 202.51	to \$ 203.00	\$ 25.40	\$ 306.01	to \$ 306.50	\$ 35.75
\$ 99.51	to \$ 100.00	\$ 15.10	\$ 203.01	to \$ 203.50	\$ 25.45	\$ 306.51	to \$ 307.00	\$ 35.80
\$ 100.01	to \$ 100.50	\$ 15.15	\$ 203.51	to \$ 204.00	\$ 25.50	\$ 307.01	to \$ 307.50	\$ 35.85
\$ 100.51	to \$ 101.00	\$ 15.20	\$ 204.01	to \$ 204.50	\$ 25.55	\$ 307.51	to \$ 308.00	\$ 35.90
\$ 101.01	to \$ 101.50	\$ 15.25	\$ 204.51	to \$ 205.00	\$ 25.60	\$ 308.01	to \$ 308.50	\$ 35.95
\$ 101.51	to \$ 102.00	\$ 15.30	\$ 205.01	to \$ 205.50	\$ 25.65	\$ 308.51	to \$ 309.00	\$ 36.00
\$ 102.01	to \$ 102.50	\$ 15.35	\$ 205.51	to \$ 206.00	\$ 25.70	\$ 309.01	to \$ 309.50	\$ 36.05
\$ 102.51	to \$ 103.00	\$ 15.40	\$ 206.01	to \$ 206.50	\$ 25.75	\$ 309.51	to \$ 310.00	\$ 36.10
\$ 103.01	to \$ 103.50	\$ 15.45	\$ 206.51	to \$ 207.00	\$ 25.80	\$ 310.01	to \$ 310.50	\$ 36.15
\$ 103.51	to \$ 104.00	\$ 15.50	\$ 207.01	to \$ 207.50	\$ 25.85	\$ 310.51	to \$ 311.00	\$ 36.20
\$ 104.01	to \$ 104.50	\$ 15.55	\$ 207.51	to \$ 208.00	\$ 25.90	\$ 311.01	to \$ 311.50	\$ 36.25
\$ 104.51	to \$ 105.00	\$ 15.60	\$ 208.01	to \$ 208.50	\$ 25.95	\$ 311.51	to \$ 312.00	\$ 36.30
\$ 105.01	to \$ 105.50	\$ 15.65	\$ 208.51	to \$ 209.00	\$ 26.00	\$ 312.01	to \$ 312.50	\$ 36.35
\$ 105.51	to \$ 106.00	\$ 15.70	\$ 209.01	to \$ 209.50	\$ 26.05	\$ 312.51	to \$ 313.00	\$ 36.40
\$ 106.01	to \$ 106.50	\$ 15.75	\$ 209.51	to \$ 210.00	\$ 26.10	\$ 313.01	to \$ 313.50	\$ 36.45
\$ 106.51	to \$ 107.00	\$ 15.80	\$ 210.01	to \$ 210.50	\$ 26.15	\$ 313.51	to \$ 314.00	\$ 36.50
\$ 107.01	to \$ 107.50	\$ 15.85	\$ 210.51	to \$ 211.00	\$ 26.20	\$ 314.01	to \$ 314.50	\$ 36.55
\$ 107.51	to \$ 108.00	\$ 15.90	\$ 211.01	to \$ 211.50	\$ 26.25	\$ 314.51	to \$ 315.00	\$ 36.60
\$ 108.01	to \$ 108.50	\$ 15.95	\$ 211.51	to \$ 212.00	\$ 26.30	\$ 315.01	to \$ 315.50	\$ 36.65
\$ 108.51	to \$ 109.00	\$ 16.00	\$ 212.01	to \$ 212.50	\$ 26.35	\$ 315.51	to \$ 316.00	\$ 36.70
\$ 109.01	to \$ 109.50	\$ 16.05	\$ 212.51	to \$ 213.00	\$ 26.40	\$ 316.01	to \$ 316.50	\$ 36.75
\$ 109.51	to \$ 110.00	\$ 16.10	\$ 213.01	to \$ 213.50	\$ 26.45	\$ 316.51	to \$ 317.00	\$ 36.80
\$ 110.01	to \$ 110.50	\$ 16.15	\$ 213.51	to \$ 214.00	\$ 26.50	\$ 317.01	to \$ 317.50	\$ 36.85
\$ 110.51	to \$ 111.00	\$ 16.20	\$ 214.01	to \$ 214.50	\$ 26.55	\$ 317.51	to \$ 318.00	\$ 36.90
\$ 111.01	to \$ 111.50	\$ 16.25	\$ 214.51	to \$ 215.00	\$ 26.60	\$ 318.01	to \$ 318.50	\$ 36.95
\$ 111.51	to \$ 112.00	\$ 16.30	\$ 215.01	to \$ 215.50	\$ 26.65	\$ 318.51	to \$ 319.00	\$ 37.00
\$ 112.01	to \$ 112.50	\$ 16.35	\$ 215.51	to \$ 216.00	\$ 26.70	\$ 319.01	to \$ 319.50	\$ 37.05
\$ 112.51	to \$ 113.00	\$ 16.40	\$ 216.01	to \$ 216.50	\$ 26.75	\$ 319.51	to \$ 320.00	\$ 37.10
\$ 113.01	to \$ 113.50	\$ 16.45	\$ 216.51	to \$ 217.00	\$ 26.80	\$ 320.01	to \$ 320.50	\$ 37.15
\$ 113.51	to \$ 114.00	\$ 16.50	\$ 217.01	to \$ 217.50	\$ 26.85	\$ 320.51	to \$ 321.00	\$ 37.20
\$ 114.01	to \$ 114.50	\$ 16.55	\$ 217.51	to \$ 218.00	\$ 26.90	\$ 321.01	to \$ 321.50	\$ 37.25
\$ 114.51	to \$ 115.00	\$ 16.60	\$ 218.01	to \$ 218.50	\$ 26.95	\$ 321.51	to \$ 322.00	\$ 37.30
\$ 115.01	to \$ 115.50	\$ 16.65	\$ 218.51	to \$ 219.00	\$ 27.00	\$ 322.01	to \$ 322.50	\$ 37.35
\$ 115.51	to \$ 116.00	\$ 16.70	\$ 219.01	to \$ 219.50	\$ 27.05	\$ 322.51	to \$ 323.00	\$ 37.40
\$ 116.01	to \$ 116.50	\$ 16.75	\$ 219.51	to \$ 220.00	\$ 27.10	\$ 323.01	to \$ 323.50	\$ 37.45
\$ 116.51	to \$ 117.00	\$ 16.80	\$ 220.01	to \$ 220.50	\$ 27.15	\$ 323.51	to \$ 324.00	\$ 37.50
\$ 117.01	to \$ 117.50	\$ 16.85	\$ 220.51	to \$ 221.00	\$ 27.20	\$ 324.01	to \$ 324.50	\$ 37.55
\$ 117.51	to \$ 118.00	\$ 16.90	\$ 221.01	to \$ 221.50	\$ 27.25	\$ 324.51	to \$ 325.00	\$ 37.60
\$ 118.01	to \$ 118.50	\$ 16.95	\$ 221.51	to \$ 222.00	\$ 27.30	\$ 325.01	to \$ 325.50	\$ 37.65
\$ 118.51	to \$ 119.00	\$ 17.00	\$ 222.01	to \$ 222.50	\$ 27.35	\$ 325.51	to \$ 326.00	\$ 37.70
\$ 119.01	to \$ 119.50	\$ 17.05	\$ 222.51	to \$ 223.00	\$ 27.40	\$ 326.01	to \$ 326.50	\$ 37.75
\$ 119.51	to \$ 120.00	\$ 17.10	\$ 223.01	to \$ 223.50	\$ 27.45	\$ 326.51	to \$ 327.00	\$ 37.80
\$ 120.01	to \$ 120.50	\$ 17.15	\$ 223.51	to \$ 224.00	\$ 27.50	\$ 327.01	to \$ 327.50	\$ 37.85
\$ 120.51	to \$ 121.00	\$ 17.20	\$ 224.01	to \$ 224.50	\$ 27.55	\$ 327.51	to \$ 328.00	\$ 37.90
\$ 121.01	to \$ 121.50	\$ 17.25	\$ 224.51	to \$ 225.00	\$ 27.60	\$ 328.01	to \$ 328.50	\$ 37.95
\$ 121.51	to \$ 122.00	\$ 17.30	\$ 225.01	to \$ 225.50	\$ 27.65	\$ 328.51	to \$ 329.00	\$ 38.00

Average Pricelcwt	AUM Rate	Average Pricelcwt	AUM Rate	Average Pricelcwt	AUM Rate
\$ 122.01 to \$ 122.50	\$ 17.35	\$ 225.51 to \$ 226.00	\$ 27.70	\$ 329.01 to \$ 329.50	\$ 38.05
\$ 122.51 to \$ 123.00	\$ 17.40	\$ 226.01 to \$ 226.50	\$ 27.75	\$ 329.51 to \$ 330.00	\$ 38.10
\$ 123.01 to \$ 123.50	\$ 17.45	\$ 226.51 to \$ 227.00	\$ 27.80	\$ 330.01 to \$ 330.50	\$ 38.15
\$ 123.51 to \$ 124.00	\$ 17.50	\$ 227.01 to \$ 227.50	\$ 27.85	\$ 330.51 to \$ 331.00	\$ 38.20
\$ 124.01 to \$ 124.50	\$ 17.55	\$ 227.51 to \$ 228.00	\$ 27.90	\$ 331.01 to \$ 331.50	\$ 38.25
\$ 124.51 to \$ 125.00	\$ 17.60	\$ 228.01 to \$ 228.50	\$ 27.95	\$ 331.51 to \$ 332.00	\$ 38.30
\$ 125.01 to \$ 125.50	\$ 17.65	\$ 228.51 to \$ 229.00	\$ 28.00	\$ 332.01 to \$ 332.50	\$ 38.35
\$ 125.51 to \$ 126.00	\$ 17.70	\$ 229.01 to \$ 229.50	\$ 28.05	\$ 332.51 to \$ 333.00	\$ 38.40
\$ 126.01 to \$ 126.50	\$ 17.75	\$ 229.51 to \$ 230.00	\$ 28.10	\$ 333.01 to \$ 333.50	\$ 38.45
\$ 126.51 to \$ 127.00	\$ 17.80	\$ 230.01 to \$ 230.50	\$ 28.15	\$ 333.51 to \$ 334.00	\$ 38.50
\$ 127.01 to \$ 127.50	\$ 17.85	\$ 230.51 to \$ 231.00	\$ 28.20	\$ 334.01 to \$ 334.50	\$ 38.55
\$ 127.51 to \$ 128.00	\$ 17.90	\$ 231.01 to \$ 231.50	\$ 28.25	\$ 334.51 to \$ 335.00	\$ 38.60
\$ 128.01 to \$ 128.50	\$ 17.95	\$ 231.51 to \$ 232.00	\$ 28.30	\$ 335.01 to \$ 335.50	\$ 38.65
\$ 128.51 to \$ 129.00	\$ 18.00	\$ 232.01 to \$ 232.50	\$ 28.35	\$ 335.51 to \$ 336.00	\$ 38.70
\$ 129.01 to \$ 129.50	\$ 18.05	\$ 232.51 to \$ 233.00	\$ 28.40	\$ 336.01 to \$ 336.50	\$ 38.75
\$ 129.51 to \$ 130.00	\$ 18.10	\$ 233.01 to \$ 233.50	\$ 28.45	\$ 336.51 to \$ 337.00	\$ 38.80
\$ 130.01 to \$ 130.50	\$ 18.15	\$ 233.51 to \$ 234.00	\$ 28.50	\$ 337.01 to \$ 337.50	\$ 38.85
\$ 130.51 to \$ 131.00	\$ 18.20	\$ 234.01 to \$ 234.50	\$ 28.55	\$ 337.51 to \$ 338.00	\$ 38.90
\$ 131.01 to \$ 131.50	\$ 18.25	\$ 234.51 to \$ 235.00	\$ 28.60	\$ 338.01 to \$ 338.50	\$ 38.95
\$ 131.51 to \$ 132.00	\$ 18.30	\$ 235.01 to \$ 235.50	\$ 28.65	\$ 338.51 to \$ 339.00	\$ 39.00
\$ 132.01 to \$ 132.50	\$ 18.35	\$ 235.51 to \$ 236.00	\$ 28.70	\$ 339.01 to \$ 339.50	\$ 39.05
\$ 132.51 to \$ 133.00	\$ 18.40	\$ 236.01 to \$ 236.50	\$ 28.75	\$ 339.51 to \$ 340.00	\$ 39.10
\$ 133.01 to \$ 133.50	\$ 18.45	\$ 236.51 to \$ 237.00	\$ 28.80	\$ 340.01 to \$ 340.50	\$ 39.15
\$ 133.51 to \$ 134.00	\$ 18.50	\$ 237.01 to \$ 237.50	\$ 28.85	\$ 340.51 to \$ 341.00	\$ 39.20
\$ 134.01 to \$ 134.50	\$ 18.55	\$ 237.51 to \$ 238.00	\$ 28.90	\$ 341.01 to \$ 341.50	\$ 39.25
\$ 134.51 to \$ 135.00	\$ 18.60	\$ 238.01 to \$ 238.50	\$ 28.95	\$ 341.51 to \$ 342.00	\$ 39.30
\$ 135.01 to \$ 135.50	\$ 18.65	\$ 238.51 to \$ 239.00	\$ 29.00	\$ 342.01 to \$ 342.50	\$ 39.35
\$ 135.51 to \$ 136.00	\$ 18.70	\$ 239.01 to \$ 239.50	\$ 29.05	\$ 342.51 to \$ 343.00	\$ 39.40
\$ 136.01 to \$ 136.50	\$ 18.75	\$ 239.51 to \$ 240.00	\$ 29.10	\$ 343.01 to \$ 343.50	\$ 39.45
\$ 136.51 to \$ 137.00	\$ 18.80	\$ 240.01 to \$ 240.50	\$ 29.15	\$ 343.51 to \$ 344.00	\$ 39.50
\$ 137.01 to \$ 137.50	\$ 18.85	\$ 240.51 to \$ 241.00	\$ 29.20	\$ 344.01 to \$ 344.50	\$ 39.55
\$ 137.51 to \$ 138.00	\$ 18.90	\$ 241.01 to \$ 241.50	\$ 29.25	\$ 344.51 to \$ 345.00	\$ 39.60
\$ 138.01 to \$ 138.50	\$ 18.95	\$ 241.51 to \$ 242.00	\$ 29.30	\$ 345.01 to \$ 345.50	\$ 39.65
\$ 138.51 to \$ 139.00	\$ 19.00	\$ 242.01 to \$ 242.50	\$ 29.35	\$ 345.51 to \$ 346.00	\$ 39.70
\$ 139.01 to \$ 139.50	\$ 19.05	\$ 242.51 to \$ 243.00	\$ 29.40	\$ 346.01 to \$ 346.50	\$ 39.75
\$ 139.51 to \$ 140.00	\$ 19.10	\$ 243.01 to \$ 243.50	\$ 29.45	\$ 346.51 to \$ 347.00	\$ 39.80
\$ 140.01 to \$ 140.50	\$ 19.15	\$ 243.51 to \$ 244.00	\$ 29.50	\$ 347.01 to \$ 347.50	\$ 39.85
\$ 140.51 to \$ 141.00	\$ 19.20	\$ 244.01 to \$ 244.50	\$ 29.55	\$ 347.51 to \$ 348.00	\$ 39.90
\$ 141.01 to \$ 141.50	\$ 19.25	\$ 244.51 to \$ 245.00	\$ 29.60	\$ 348.01 to \$ 348.50	\$ 39.95
\$ 141.51 to \$ 142.00	\$ 19.30	\$ 245.01 to \$ 245.50	\$ 29.65	\$ 348.51 to \$ 349.00	\$ 40.00
\$ 142.01 to \$ 142.50	\$ 19.35	\$ 245.51 to \$ 246.00	\$ 29.70	\$ 349.01 to \$ 349.50	\$ 40.05
\$ 142.51 to \$ 143.00	\$ 19.40	\$ 246.01 to \$ 246.50	\$ 29.75	\$ 349.51 to \$ 350.00	\$ 40.10
\$ 143.01 to \$ 143.50	\$ 19.45	\$ 246.51 to \$ 247.00	\$ 29.80	\$ 350.01 to \$ 350.50	\$ 40.15
\$ 143.51 to \$ 144.00	\$ 19.50	\$ 247.01 to \$ 247.50	\$ 29.85	\$ 350.51 to \$ 351.00	\$ 40.20
\$ 144.01 to \$ 144.50	\$ 19.55	\$ 247.51 to \$ 248.00	\$ 29.90	\$ 351.01 to \$ 351.50	\$ 40.25
\$ 144.51 to \$ 145.00	\$ 19.60	\$ 248.01 to \$ 248.50	\$ 29.95	\$ 351.51 to \$ 352.00	\$ 40.30
\$ 145.01 to \$ 145.50	\$ 19.65	\$ 248.51 to \$ 249.00	\$ 30.00	\$ 352.01 to \$ 352.50	\$ 40.35
\$ 145.51 to \$ 146.00	\$ 19.70	\$ 249.01 to \$ 249.50	\$ 30.05	\$ 352.51 to \$ 353.00	\$ 40.40
\$ 146.01 to \$ 146.50	\$ 19.75	\$ 249.51 to \$ 250.00	\$ 30.10	\$ 353.01 to \$ 353.50	\$ 40.45
\$ 146.51 to \$ 147.00	\$ 19.80	\$ 250.01 to \$ 250.50	\$ 30.15	\$ 353.51 to \$ 354.00	\$ 40.50
\$ 147.01 to \$ 147.50	\$ 19.85	\$ 250.51 to \$ 251.00	\$ 30.20	\$ 354.01 to \$ 354.50	\$ 40.55
\$ 147.51 to \$ 148.00	\$ 19.90	\$ 251.01 to \$ 251.50	\$ 30.25	\$ 354.51 to \$ 355.00	\$ 40.60
\$ 148.01 to \$ 148.50	\$ 19.95	\$ 251.51 to \$ 252.00	\$ 30.30	\$ 355.01 to \$ 355.50	\$ 40.65
\$ 148.51 to \$ 149.00	\$ 20.00	\$ 252.01 to \$ 252.50	\$ 30.35	\$ 355.51 to \$ 356.00	\$ 40.70
\$ 149.01 to \$ 149.50	\$ 20.05	\$ 252.51 to \$ 253.00	\$ 30.40	\$ 356.01 to \$ 356.50	\$ 40.75
\$ 149.51 to \$ 150.00	\$ 20.10	\$ 253.01 to \$ 253.50	\$ 30.45	\$ 356.51 to \$ 357.00	\$ 40.80
\$ 150.01 to \$ 150.50	\$ 20.15	\$ 253.51 to \$ 254.00	\$ 30.50	\$ 357.01 to \$ 357.50	\$ 40.85
\$ 150.51 to \$ 151.00	\$ 20.20	\$ 254.01 to \$ 254.50	\$ 30.55	\$ 357.51 to \$ 358.00	\$ 40.90
\$ 151.01 to \$ 151.50	\$ 20.25	\$ 254.51 to \$ 255.00	\$ 30.60	\$ 358.01 to \$ 358.50	\$ 40.95
\$ 151.51 to \$ 152.00	\$ 20.30	\$ 255.01 to \$ 255.50	\$ 30.65	\$ 358.51 to \$ 359.00	\$ 41.00

Average Pricelcwt	AUM Rate	Average Pricelcwt	AUM Rate	Average Pricelcwt	AUM Rate
\$ 152.01 to \$ 152.50	\$ 20.35	\$ 255.51 to \$ 256.00	\$ 30.70	\$ 359.01 to \$ 359.50	\$ 41.05
\$ 152.51 to \$ 153.00	\$ 20.40	\$ 256.01 to \$ 256.50	\$ 30.75	\$ 359.51 to \$ 360.00	\$ 41.10
\$ 153.01 to \$ 153.50	\$ 20.45	\$ 256.51 to \$ 257.00	\$ 30.80	\$ 360.01 to \$ 360.50	\$ 41.15
\$ 153.51 to \$ 154.00	\$ 20.50	\$ 257.01 to \$ 257.50	\$ 30.85	\$ 360.51 to \$ 361.00	\$ 41.20
\$ 154.01 to \$ 154.50	\$ 20.55	\$ 257.51 to \$ 258.00	\$ 30.90	\$ 361.01 to \$ 361.50	\$ 41.25
\$ 154.51 to \$ 155.00	\$ 20.60	\$ 258.01 to \$ 258.50	\$ 30.95	\$ 361.51 to \$ 362.00	\$ 41.30
\$ 155.01 to \$ 155.50	\$ 20.65	\$ 258.51 to \$ 259.00	\$ 31.00	\$ 362.01 to \$ 362.50	\$ 41.35
\$ 155.51 to \$ 156.00	\$ 20.70	\$ 259.01 to \$ 259.50	\$ 31.05	\$ 362.51 to \$ 363.00	\$ 41.40
\$ 156.01 to \$ 156.50	\$ 20.75	\$ 259.51 to \$ 260.00	\$ 31.10	\$ 363.01 to \$ 363.50	\$ 41.45
\$ 156.51 to \$ 157.00	\$ 20.80	\$ 260.01 to \$ 260.50	\$ 31.15	\$ 363.51 to \$ 364.00	\$ 41.50
\$ 157.01 to \$ 157.50	\$ 20.85	\$ 260.51 to \$ 261.00	\$ 31.20	\$ 364.01 to \$ 364.50	\$ 41.55
\$ 157.51 to \$ 158.00	\$ 20.90	\$ 261.01 to \$ 261.50	\$ 31.25	\$ 364.51 to \$ 365.00	\$ 41.60
\$ 158.01 to \$ 158.50	\$ 20.95	\$ 261.51 to \$ 262.00	\$ 31.30	\$ 365.01 to \$ 365.50	\$ 41.65
\$ 158.51 to \$ 159.00	\$ 21.00	\$ 262.01 to \$ 262.50	\$ 31.35	\$ 365.51 to \$ 366.00	\$ 41.70
\$ 159.01 to \$ 159.50	\$ 21.05	\$ 262.51 to \$ 263.00	\$ 31.40	\$ 366.01 to \$ 366.50	\$ 41.75
\$ 159.51 to \$ 160.00	\$ 21.10	\$ 263.01 to \$ 263.50	\$ 31.45	\$ 366.51 to \$ 367.00	\$ 41.80
\$ 160.01 to \$ 160.50	\$ 21.15	\$ 263.51 to \$ 264.00	\$ 31.50	\$ 367.01 to \$ 367.50	\$ 41.85
\$ 160.51 to \$ 161.00	\$ 21.20	\$ 264.01 to \$ 264.50	\$ 31.55	\$ 367.51 to \$ 368.00	\$ 41.90
\$ 161.01 to \$ 161.50	\$ 21.25	\$ 264.51 to \$ 265.00	\$ 31.60	\$ 368.01 to \$ 368.50	\$ 41.95
\$ 161.51 to \$ 162.00	\$ 21.30	\$ 265.01 to \$ 265.50	\$ 31.65	\$ 368.51 to \$ 369.00	\$ 42.00
\$ 162.01 to \$ 162.50	\$ 21.35	\$ 265.51 to \$ 266.00	\$ 31.70	\$ 369.01 to \$ 369.50	\$ 42.05
\$ 162.51 to \$ 163.00	\$ 21.40	\$ 266.01 to \$ 266.50	\$ 31.75	\$ 369.51 to \$ 370.00	\$ 42.10
\$ 163.01 to \$ 163.50	\$ 21.45	\$ 266.51 to \$ 267.00	\$ 31.80	\$ 370.01 to \$ 370.50	\$ 42.15
\$ 163.51 to \$ 164.00	\$ 21.50	\$ 267.01 to \$ 267.50	\$ 31.85	\$ 370.51 to \$ 371.00	\$ 42.20
\$ 164.01 to \$ 164.50	\$ 21.55	\$ 267.51 to \$ 268.00	\$ 31.90	\$ 371.01 to \$ 371.50	\$ 42.25
\$ 164.51 to \$ 165.00	\$ 21.60	\$ 268.01 to \$ 268.50	\$ 31.95	\$ 371.51 to \$ 372.00	\$ 42.30
\$ 165.01 to \$ 165.50	\$ 21.65	\$ 268.51 to \$ 269.00	\$ 32.00	\$ 372.01 to \$ 372.50	\$ 42.35
\$ 165.51 to \$ 166.00	\$ 21.70	\$ 269.01 to \$ 269.50	\$ 32.05	\$ 372.51 to \$ 373.00	\$ 42.40
\$ 166.01 to \$ 166.50	\$ 21.75	\$ 269.51 to \$ 270.00	\$ 32.10	\$ 373.01 to \$ 373.50	\$ 42.45
\$ 166.51 to \$ 167.00	\$ 21.80	\$ 270.01 to \$ 270.50	\$ 32.15	\$ 373.51 to \$ 374.00	\$ 42.50
\$ 167.01 to \$ 167.50	\$ 21.85	\$ 270.51 to \$ 271.00	\$ 32.20	\$ 374.01 to \$ 374.50	\$ 42.55
\$ 167.51 to \$ 168.00	\$ 21.90	\$ 271.01 to \$ 271.50	\$ 32.25	\$ 374.51 to \$ 375.00	\$ 42.60
\$ 168.01 to \$ 168.50	\$ 21.95	\$ 271.51 to \$ 272.00	\$ 32.30	\$ 375.01 to \$ 375.50	\$ 42.65
\$ 168.51 to \$ 169.00	\$ 22.00	\$ 272.01 to \$ 272.50	\$ 32.35	\$ 375.51 to \$ 376.00	\$ 42.70
\$ 169.01 to \$ 169.50	\$ 22.05	\$ 272.51 to \$ 273.00	\$ 32.40	\$ 376.01 to \$ 376.50	\$ 42.75
\$ 169.51 to \$ 170.00	\$ 22.10	\$ 273.01 to \$ 273.50	\$ 32.45	\$ 376.51 to \$ 377.00	\$ 42.80
\$ 170.01 to \$ 170.50	\$ 22.15	\$ 273.51 to \$ 274.00	\$ 32.50	\$ 377.01 to \$ 377.50	\$ 42.85
\$ 170.51 to \$ 171.00	\$ 22.20	\$ 274.01 to \$ 274.50	\$ 32.55	\$ 377.51 to \$ 378.00	\$ 42.90
\$ 171.01 to \$ 171.50	\$ 22.25	\$ 274.51 to \$ 275.00	\$ 32.60	\$ 378.01 to \$ 378.50	\$ 42.95
\$ 171.51 to \$ 172.00	\$ 22.30	\$ 275.01 to \$ 275.50	\$ 32.65	\$ 378.51 to \$ 379.00	\$ 43.00
\$ 172.01 to \$ 172.50	\$ 22.35	\$ 275.51 to \$ 276.00	\$ 32.70	\$ 379.01 to \$ 379.50	\$ 43.05
\$ 172.51 to \$ 173.00	\$ 22.40	\$ 276.01 to \$ 276.50	\$ 32.75	\$ 379.51 to \$ 380.00	\$ 43.10
\$ 173.01 to \$ 173.50	\$ 22.45	\$ 276.51 to \$ 277.00	\$ 32.80	\$ 380.01 to \$ 380.50	\$ 43.15
\$ 173.51 to \$ 174.00	\$ 22.50	\$ 277.01 to \$ 277.50	\$ 32.85	\$ 380.51 to \$ 381.00	\$ 43.20
\$ 174.01 to \$ 174.50	\$ 22.55	\$ 277.51 to \$ 278.00	\$ 32.90	\$ 381.01 to \$ 381.50	\$ 43.25
\$ 174.51 to \$ 175.00	\$ 22.60	\$ 278.01 to \$ 278.50	\$ 32.95	\$ 381.51 to \$ 382.00	\$ 43.30
\$ 175.01 to \$ 175.50	\$ 22.65	\$ 278.51 to \$ 279.00	\$ 33.00	\$ 382.01 to \$ 382.50	\$ 43.35
\$ 175.51 to \$ 176.00	\$ 22.70	\$ 279.01 to \$ 279.50	\$ 33.05	\$ 382.51 to \$ 383.00	\$ 43.40
\$ 176.01 to \$ 176.50	\$ 22.75	\$ 279.51 to \$ 280.00	\$ 33.10	\$ 383.01 to \$ 383.50	\$ 43.45
\$ 176.51 to \$ 177.00	\$ 22.80	\$ 280.01 to \$ 280.50	\$ 33.15	\$ 383.51 to \$ 384.00	\$ 43.50
\$ 177.01 to \$ 177.50	\$ 22.85	\$ 280.51 to \$ 281.00	\$ 33.20	\$ 384.01 to \$ 384.50	\$ 43.55
\$ 177.51 to \$ 178.00	\$ 22.90	\$ 281.01 to \$ 281.50	\$ 33.25	\$ 384.51 to \$ 385.00	\$ 43.60
\$ 178.01 to \$ 178.50	\$ 22.95	\$ 281.51 to \$ 282.00	\$ 33.30	\$ 385.01 to \$ 385.50	\$ 43.65
\$ 178.51 to \$ 179.00	\$ 23.00	\$ 282.01 to \$ 282.50	\$ 33.35	\$ 385.51 to \$ 386.00	\$ 43.70
\$ 179.01 to \$ 179.50	\$ 23.05	\$ 282.51 to \$ 283.00	\$ 33.40	\$ 386.01 to \$ 386.50	\$ 43.75
\$ 179.51 to \$ 180.00	\$ 23.10	\$ 283.01 to \$ 283.50	\$ 33.45	\$ 386.51 to \$ 387.00	\$ 43.80
\$ 180.01 to \$ 180.50	\$ 23.15	\$ 283.51 to \$ 284.00	\$ 33.50	\$ 387.01 to \$ 387.50	\$ 43.85
\$ 180.51 to \$ 181.00	\$ 23.20	\$ 284.01 to \$ 284.50	\$ 33.55	\$ 387.51 to \$ 388.00	\$ 43.90
\$ 181.01 to \$ 181.50	\$ 23.25	\$ 284.51 to \$ 285.00	\$ 33.60	\$ 388.01 to \$ 388.50	\$ 43.95
\$ 181.51 to \$ 182.00	\$ 23.30	\$ 285.01 to \$ 285.50	\$ 33.65	\$ 388.51 to \$ 389.00	\$ 44.00

Average Price/cwt		AUM Rate	Average Price/cwt		AUM Rate	Average Price/cwt		AUM Rate
\$ 182.01	to \$ 182.50	\$ 23.35	\$ 285.51	to \$ 286.00	\$ 33.70	\$ 389.01	to \$ 389.50	\$ 44.05
\$ 182.51	to \$ 183.00	\$ 23.40	\$ 286.01	to \$ 286.50	\$ 33.75	\$ 389.51	to \$ 390.00	\$ 44.10
\$ 183.01	to \$ 183.50	\$ 23.45	\$ 286.51	to \$ 287.00	\$ 33.80	\$ 390.01	to \$ 390.50	\$ 44.15
\$ 183.51	to \$ 184.00	\$ 23.50	\$ 287.01	to \$ 287.50	\$ 33.85	\$ 390.51	to \$ 391.00	\$ 44.20
\$ 184.01	to \$ 184.50	\$ 23.55	\$ 287.51	to \$ 288.00	\$ 33.90	\$ 391.01	to \$ 391.50	\$ 44.25
\$ 184.51	to \$ 185.00	\$ 23.60	\$ 288.01	to \$ 288.50	\$ 33.95	\$ 391.51	to \$ 392.00	\$ 44.30
\$ 185.01	to \$ 185.50	\$ 23.65	\$ 288.51	to \$ 289.00	\$ 34.00	\$ 392.01	to \$ 392.50	\$ 44.35
\$ 185.51	to \$ 186.00	\$ 23.70	\$ 289.01	to \$ 289.50	\$ 34.05	\$ 392.51	to \$ 393.00	\$ 44.40
\$ 186.01	to \$ 186.50	\$ 23.75	\$ 289.51	to \$ 290.00	\$ 34.10	\$ 393.01	to \$ 393.50	\$ 44.45
\$ 186.51	to \$ 187.00	\$ 23.80	\$ 290.01	to \$ 290.50	\$ 34.15	\$ 393.51	to \$ 394.00	\$ 44.50
\$ 187.01	to \$ 187.50	\$ 23.85	\$ 290.51	to \$ 291.00	\$ 34.20	\$ 394.01	to \$ 394.50	\$ 44.55
\$ 187.51	to \$ 188.00	\$ 23.90	\$ 291.01	to \$ 291.50	\$ 34.25	\$ 394.51	to \$ 395.00	\$ 44.60
\$ 188.01	to \$ 188.50	\$ 23.95	\$ 291.51	to \$ 292.00	\$ 34.30	\$ 395.01	to \$ 395.50	\$ 44.65
\$ 188.51	to \$ 189.00	\$ 24.00	\$ 292.01	to \$ 292.50	\$ 34.35	\$ 395.51	to \$ 396.00	\$ 44.70
\$ 189.01	to \$ 189.50	\$ 24.05	\$ 292.51	to \$ 293.00	\$ 34.40	\$ 396.01	to \$ 396.50	\$ 44.75
\$ 189.51	to \$ 190.00	\$ 24.10	\$ 293.01	to \$ 293.50	\$ 34.45	\$ 396.51	to \$ 397.00	\$ 44.80
\$ 190.01	to \$ 190.50	\$ 24.15	\$ 293.51	to \$ 294.00	\$ 34.50	\$ 397.01	to \$ 397.50	\$ 44.85
\$ 190.51	to \$ 191.00	\$ 24.20	\$ 294.01	to \$ 294.50	\$ 34.55	\$ 397.51	to \$ 398.00	\$ 44.90
\$ 191.01	to \$ 191.50	\$ 24.25	\$ 294.51	to \$ 295.00	\$ 34.60	\$ 398.01	to \$ 398.50	\$ 44.95
\$ 191.51	to \$ 192.00	\$ 24.30	\$ 295.01	to \$ 295.50	\$ 34.65	\$ 398.51	to \$ 399.00	\$ 45.00
\$ 192.01	to \$ 192.50	\$ 24.35	\$ 295.51	to \$ 296.00	\$ 34.70	\$ 399.01	to \$ 399.50	\$ 45.05
\$ 192.51	to \$ 193.00	\$ 24.40	\$ 296.01	to \$ 296.50	\$ 34.75	\$ 399.51	to \$ 400.00	\$ 45.10
\$ 193.01	to \$ 193.50	\$ 24.45	\$ 296.51	to \$ 297.00	\$ 34.80	\$ 400.01	to \$ 400.50	\$ 45.15
\$ 193.51	to \$ 194.00	\$ 24.50	\$ 297.01	to \$ 297.50	\$ 34.85	\$ 400.51	to \$ 401.00	\$ 45.20
\$ 194.01	to \$ 194.50	\$ 24.55	\$ 297.51	to \$ 298.00	\$ 34.90	\$ 401.01	to \$ 401.50	\$ 45.25
\$ 194.51	to \$ 195.00	\$ 24.60	\$ 298.01	to \$ 298.50	\$ 34.95	\$ 401.51	to \$ 402.00	\$ 45.30
\$ 195.01	to \$ 195.50	\$ 24.65	\$ 298.51	to \$ 299.00	\$ 35.00	\$ 402.01	to \$ 402.50	\$ 45.35

## EXHIBIT D

### SAFETY REQUIREMENTS FOR USE OF PROPERTY

The following safety procedures shall be followed while on the Property (including the Premises):

1. In the event of an Emergency, the Licensee shall contact 911 and provide assistance and support to emergency responders.
2. No climbing, scaling, or otherwise interfering with wind turbine operations.
3. Licensee shall exercise caution while on the Property. There are unmarked hazards, obstacles and objects that can cause harm if not properly observed.
4. No smoking on the Property or within the immediate vicinity of the Property.
5. No open flames.
6. No discharge of firearms.
7. No firearms shall be allowed on the Property unless allowed by law.
8. No speeding: The maximum speed limit on the Property is 15 miles per hour.
9. No hunting, stalking, harassing of any mammals, reptiles, insects, or birds.
10. No horseplay, roughhousing, or other recreational activities are allowed on the Property.
11. No cooking, camping, prospecting, or star gazing, while on the Property.
12. No alcohol, beer, spirits, drugs, or other substances, legal or illegal that impair the user in any form are allowed on the Property.
13. No scenic viewing, photography, collecting of samples or data, monitoring or recording of conditions or environment while on the Property unless such activity is specifically authorized by this License or is the principal purpose for accessing the Property.
14. No off-road driving. All registered vehicles shall observe California vehicle code.
15. All off-road vehicles accessing the Property shall be equipped with approved spark arrestors.

## EXHIBIT E

### INSURANCE REQUIREMENTS

1. During the life of this License, Licensee and all subcontractors shall maintain the following minimum insurance:

A. *Comprehensive general liability insurance*: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. *Automobile Liability*: ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.

C. *Statutory workers' compensation and employer's liability insurance* as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Licensee nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this License. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Agency, its employees or agents.

D. *Property Insurance*. Licensee shall maintain standard form property insurance ("All Risk") coverage equal to at least 100% of the replacement costs covering its Equipment, and Agency shall keep in place all current property insurance or equivalent insurance for the Property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance except that nothing herein shall in any way limit or abridge the duty of Licensee or its insurance company to indemnify Agency pursuant to Section 39, Indemnification.

Licensee shall submit to Agency certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Agency has the right to require Licensee's insurer to provide complete, certified copies of all required insurance policies. Licensee shall not cancel, assign, or change any policy of insurance required by this License or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this License except after providing thirty (30) days prior written notice to Agency. If an insurance policy required by this License is unilaterally cancelled or changed by the insurer, the Licensee shall immediately provide written notice to the Agency and obtain substitute insurance meeting the requirements of this License. Nothing in this subsection relieves Licensee of its obligation to maintain all insurance required

by this License at all times during the Term of the License.

2. As to all of the policies of insurance listed above, the following shall apply:

A. *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees; or (2) the Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

B. *Agency as Additional Insured.* The Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Licensee; premises owned, occupied or used by the Licensee, or automobiles owned, Licensed, hired or borrowed by the Licensee. The coverage shall contain no special limitations on the scope of the protection afforded to the Agency, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this License; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, the Licensee's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the Agency's own form. Additional insured coverage does not apply to errors and omissions insurance. Agency shall be named as "Alameda County Source Reduction and Recycling Board, Alameda County Waste Management Authority and Energy Council."

C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. *Insurer Rating.* Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

E. *Umbrella/Excess Insurance.* The limits of insurance required in this License may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Agency (if agreed to in a written contract or agreement) before the Agency's own Insurance or self insurance shall be called upon to protect it as a named insured.

F. *Contractors and Sublicensees.* Licensee agrees to include in all contracts and sublicenses the same requirements and provisions of this License including the indemnity and insurance requirements to the extent they apply to the scope of the contractor's work or the purposes of the sublicense . Sublicensees to the Licensee and contractors hired by Licensee shall agree to be bound to Licensee and Agency in the same manner and to the same extent as Licensee is bound to Agency under this License and Licensee shall furnish a copy of this License's insurance and indemnity provisions to all contractors and Sublicensees. All contractors and Sublicensees shall provide Licensee with valid certificates of insurance and the required endorsements included in the License prior to commencement of any work.

3. Licensee hereby grants to Agency a waiver of any right to subrogation which any insurer of Licensee may acquire against Agency by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Agency has received a waiver of subrogation endorsement from the insurer.

4. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify Agency by telephone. Licensee shall promptly submit to Agency a written report, in such form as may be required by Agency of all accidents which occur in connection with this License. This report must include the following information: (a) name and address of the injured or deceased person(s); (b) names and address of Licensee's subcontractor, if any; (c) name and address of Licensee's liability insurance carrier; and (d) a detailed description of accident and whether any of Agency's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this License.

***All Insurance modifications must be approved by the Agency's contract administrator***

***Insurance Modification Approved*** (Yes)\_\_\_ (No) \_\_ (No) Date Approved \_\_\_\_\_ (CAS Initials) \_\_

***Type of Insurance Waived or Reduced:***

Automotive Liability (Auto) \_\_\_\_\_, Worker's Comp (W/C)\_\_\_\_\_, Professional Liability (P/L) \_\_\_\_\_

1958924.6

## ATTACHMENT 2

### ORDINANCE 2024-02 AMENDING ORDINANCE 2000-01

#### ORDINANCE ESTABLISHING PROCEDURES FOR CERTAIN LEASES AND LICENSES OF PROPERTY OWNED BY THE AUTHORITY

The Board of the Alameda County Waste Management Authority (“Authority”) finds that:

1. In 2000 the Authority adopted Ordinance 2000-01, the Ordinance Establishing Procedures for Certain Leases of Property Owned by the Authority. The Authority now wishes to amend the ordinance to increase the allowable monthly rental payment to \$10,000 to reflect a change in state law, to allow for that monthly rental payment to be further increased if permitted by a future change in state law, and to update the ordinance’s noticing provisions.
2. The Board of the Alameda County Waste Management Authority held a public meeting on June 26, 2024, to consider this Ordinance, and after considering all testimony and written materials provided in connection with that meeting introduced this ordinance and waived the reading thereof.

Therefore, the Board of the Authority hereby ordains as follows:

#### Section 1. Amendment.

Ordinance 2000-01 is hereby amended as shown in Exhibit A. Text to be added is indicated in bold underlined font (e.g., **underlined**), and text to be deleted is indicated in strikeout font (e.g., ~~strikeout~~).

#### Section 2. Severability.

If any provision of this Ordinance or its application to any situation is held to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

#### Section 3. Publication.

Within 15 days after adoption, a summary of the Ordinance with the names of those voting for and against shall be published and a certified copy of the full text with the names of those voting for and against the Ordinance shall either (i) be posted on the Authority’s website or (ii) be posted in the Authority’s offices. The Ordinance shall become effective 30 days after adoption.

- Continued on following page -

Following introduction on June 26, 2024, passed and adopted July 24, 2024 by the following vote:

**AYES:** Balch, Cavanaugh, Hannon, Hansen-Romero, Haubert, Josey, Kalb, Mourra, Sadoff, Shao, Young, Zermeno

**NOES:** None

**ABSTAIN:** Sakakihara

**ABSENT:** Carling, Jensen, Simon, Wengraf

I certify that under the penalty of perjury that the foregoing is a full, true and correct copy of ORDINANCE NO. 2024-02.



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ARLISS DUNN  
CLERK OF THE BOARD

*Exhibit A*

**ORDINANCE 2000-01  
as amended by Ordinance 2024-02**

**AN ORDINANCE ESTABLISHING PROCEDURES FOR CERTAIN LEASES AND LICENSES OF  
PROPERTY OWNED BY THE AUTHORITY**

The Board of the Alameda County Waste Management Authority ordains as follows:

**SECTION 1** (Enactment)

The Board of the Authority does hereby enact this ordinance in full consisting of Sections 1 through Section 6.

**SECTION 2** (Findings)

- (a) The Authority finds that the proposed process for entering into leases or licenses for real property owned by the Authority—which applies only to leases and licenses that are non-renewable, do not exceed 10 years, have a monthly rental not exceeding ten thousand dollars (\$10,000) or the amount authorized in Government Code section 25537 (or any successor provision), whichever is greater, are of public benefit, and provide for uses that are compatible with the Authority's use of the property—will provide adequate notice to the public of such leases and licenses, ensure long-term stewardship of Authority property, and establish an efficient process for managing Authority property.
- (b) The Authority finds that it has the power to enact this ordinance pursuant to the Joint Exercise of Powers Agreement for Waste Management.

**SECTION 3** (Definitions)

The following definitions govern the use of terms in this ordinance:

- (a) “Authority” means the Alameda County Waste Management Authority created by the Joint Exercise of Powers Agreement for Waste Management.
- (b) “Board” means the governing body of the Authority made up of elected representatives of the member agencies pursuant to the Joint Exercise of Powers Agreement for Waste Management.

**SECTION 4** (Procedures for Entering into Specified Leases and Licenses for Authority Property)

Where the Authority proposes to enter into a lease or license for any real property belonging

to, leased by, or licensed by the Authority, where the lease or license is nonrenewable, does not exceed 10 years, has a monthly rental not exceeding ten thousand dollars (\$10,000) or the amount authorized under Government Code section 25537 (or any successor provision), whichever is greater, will be of public benefit, and will provide for a use that is compatible with the Authority's uses of the property, the following procedures shall apply:

- (a) The Authority shall issue a notice that describes the property to be leased or licensed, the terms of the lease or license, the location where offers to lease or license the property will be accepted, the location where the lease or license will be executed, any Authority officer authorized to execute the lease or license, and the date of the public hearing on the lease or license.
- (b) The notice of the proposed lease or license shall be published in the following manner:
  - 1) posting of the notice with the County clerk;
  - 2) posting of the notice at the Authority office;
  - 3) at least 15 days prior to accepting the offers to lease or license the property, mailing of the notice to any person who has filed a written request for such notice with a person designated by the Authority receive these requests; and
  - 4) publication of the notice in a newspaper of general circulation at least 15 days prior to accepting the offers to lease or license the property.
- (c) Where the proposed lease or license involves residential property, notice shall also be provided to housing sponsors (as defined by section 50074 and 50074.5 of the Health and Safety Code).
- (d) The Authority shall hold a public hearing concerning the proposed lease or license and shall make a finding that the property subject to the lease or license will be used for compatible uses and that the lease or license will be of public benefit.

#### SECTION 5 (Exemption)

The provisions of Section 4 shall not apply to any lease or license that the Authority enters into with the state, or with any county, city, district, public agency, public corporation or public utility corporation.



**DATE:** October 22, 2025

**TO:** Waste Management Authority and Energy Council

**FROM:** Jennifer West, Program Manager

**SUBJECT:** Legislative Update 2025 – October

**SUMMARY:**

This update provides a summary of the Legislative session that concluded in September. The Governor completed signing/vetoing bills on Oct. 13, 2025, and the Legislature will reconvene on January 5, 2026, for the second year of a two-year session.

**DISCUSSION:**

At its [January 2025 meeting](#), the Waste Management Authority adopted three legislative priorities for 2025:

1. Build healthy food systems
2. Support a thriving circular economy
3. Accelerate innovation in the construction sector

Working with Jason Schmelzer and Dylan Hoffman of Shaw Yoder Antwih Schmelzer and Lange (our contract lobbyist in Sacramento), we tracked and gave input on priority bills throughout the legislative process. At the [March 2025 meeting](#) and at the [May 2025 meeting](#), the Board took positions on bills. This memo represents the status of bills and positions as of Oct. 14, 2025.

**StopWaste Bill Positions:**

Sponsor	Actively working on a bill with an Author
Support	Support positions can range from signing joint support letters, submitting our own support letters, testifying in committees, and/or providing input on bill language
Watch, Support if Amended	Letters of support with recommended amendments; indicates that bill language and details are still evolving, and we will continue to watch and provide input and take a support/oppose position when appropriate
Oppose Unless Amended	Letters of opposition unless the measure includes recommended amendments to address concerns
Oppose	Opposition to bill

**Legislative Priority: Build Healthy Food Systems**

**Legislation that passed this Session**

**[SB 279 \(McNerney\) Solid waste: compostable materials](#)**

This bill allows farmers and winegrape growers to compost their own agricultural green waste onsite, such as when they remove an old orchard or vineyard. It also permits them to combine their compost with agriculture waste from offsite community composters, urban farms, and

school farms to compost up to 200 cubic yards of green waste (currently capped at 100 cubic yards). It permits medium-size composting facilities to accept a small amount of food waste to avoid this waste going to landfills and allows composting operations to sell or give away up to 5,000 cubic yards of compost a year (farms and vineyards are currently capped at 1,000 cubic yards).

Status: Signed by the Governor into law

Agency position: Support

Support (by over 40 organizations, including): Climate Health Now, Climate Reality Project, Community Alliance of Family Farmers, Courage Campaign, Ecology Center, Elders Climate Action Northern California Chapter, Friends Committee on Legislation of California, National Resources Defense Council, Northern California Recycling Association, Oakland Recycles, ReGen Monterey, San Francisco Baykeeper, Save the Albatross Coalition, Sierra Club California, Sierra Harvest, Alameda County Waste Management Authority (StopWaste), The Climate Center, Last Plastic Straw, United States Green Building Council, California Chapter, Ventura County Farm to School, Western Growers Association, Zero Waste Marin, Zero Waste San Diego, Zero Waste Sonoma

Opposition: California Compost Coalition, Solid Waste Association of North America, LTF

Cost to Local Government: none expected

How this bill would impact our work: As AB 2346 (StopWaste-sponsored legislation from 2024) is being implemented now to support new ways for jurisdictions to meet SB 1383 procurement requirements, our Agency welcomes a simpler way for small scale composting to be allowed in communities, with a larger volume of material permitted before reaching the next tier of oversight.

### **Two-year bills eligible to move again in January 2026**

#### **AB 473 (Wilson) Environmental advertising: recyclability.**

This bill would make significant changes to current laws regulating the recyclability of products and packaging. Specifically, it would allow any product or packaging that is part of a Producer Responsibility Organization (PRO) to be considered recyclable and able to use the “chasing arrows” sign.

Status: Two-year bill. Would need to pass the Assembly by January 31.

Agency position: Oppose

Support: None listed

Opposition: None listed

#### **AB 1148 (Sharp-Collins) Food packaging: hazardous chemicals.**

This bill prohibits the manufacture, distribution, sale, or offering for sale in the state of food packaging that contains intentionally added bisphenols or ortho-phthalates. Additionally, this bill would require the Department of Toxic Substances Control to adopt regulations to establish a threshold in food packaging for bisphenols or ortho-phthalates that are not intentionally added.

Status: Two-year bill. In the Senate, will be considered in June with other Assembly bills.

Agency position: Support

Support: None listed

Opposition: None listed

#### **SB 353 (Alvarado-Gil) Income tax: credits: food banks.**

This bill extends the Personal Income Tax Law and the Corporation Tax Laws that allow a credit for a qualified taxpayer in an amount equal to 15% of the qualified value of fresh fruits or vegetables and certain agricultural foods donated to a food bank for taxable years beginning before January 1, 2032.

Status: Two-year bill. In the Assembly, will be considered in June with other Senate bills.

Agency position: Support

Support (by over 20 organizations, including): Berkeley Food Network, California Association of Food Banks, California Farm Bureau Federation, Californians Against Waste, Ecology Center, FoodCycle, dba Dorothy's Place, Global Alliance for Incinerator Alternatives (GAIA), Howard Jarvis Taxpayers Association, Los Angeles Regional Food Bank, Replate, Roots of Change, Second Harvest Food Bank, Sierra Harvest, Alameda County Waste Management Authority (StopWaste)

Opposition: None listed

## **DEAD**

### **[AB 337 \(Bennett\) Greenhouse Gas Reduction Fund: grant program: edible food.](#)**

This bill expands the grant program that administers financial assistance for the development of infrastructure for organic waste procurement to include projects related to the construction or expansion of facilities that will help expand edible food waste recovery operations.

## **Legislative Priority: Support a Thriving Circular Economy**

### **Legislation that passed this Session**

#### **[AB 823 \(Boerner\) Solid waste: plastic microbeads: plastic glitter](#)**

This bill prohibits a person from selling non-rinse off, personal care products and cleaning products containing plastic microbeads that are used as an abrasive to clean, exfoliate, or polish; and personal care products containing plastic glitter on or after Jan. 1, 2029.

Status: Vetoed by the Governor

Agency position: Support

Support: 350 Bay Area Action, California Product Stewardship Council, California Public Interest Research Group, Californians against Waste, Del Norte Solid Waste Management Authority, Ecology Center, National Stewardship Action Council, NRDC, RethinkWaste, Zero Waste Marin

Opposition: None

Cost to Local Government: none expected

How this bill would impact our work: This bill would have eliminated a source of microplastics intentionally added to personal care products, reducing harm to health in our communities. No direct implications for StopWaste's work besides removal of toxicity from the waste stream.

#### **[SB 682 \(Allen\) Environmental health: product safety: perfluoroalkyl and polyfluoroalkyl substances.](#)**

Prohibits the distribution, sale, or offering for sale of consumer products containing intentionally added per- and polyfluoroalkyl substances (PFAS) on a graduated timeline. Exempts certain products, including those where federal law governs the presence of PFAS, prescription drugs/devices, medical devices, and food. Requires the Department of Toxic Substances Control, upon a petition from a manufacturer, to review and determine whether the use of PFAS in a product is a currently unavoidable use.

Status: Vetoed by the Governor

Agency position: Support

Sponsors: Breast Cancer Prevention Partners, California Association of Sanitation Agencies, Clean Water Action, Environmental Working Group, National Resources Defense Council

Support: Bay Area Clean Water Agencies, California Health Coalition Advocacy, East Bay Dischargers Authority, East Bay Municipal Utility District, League of California Cities

Opposition: California Chamber of Commerce, California Manufacturers & Technology Association, Cookware Sustainability Alliance, Association of Home Appliance Manufacturers, Sur La Table, Household and Commercial Products Association

Cost to Local Government: none expected

How this bill would impact our work: This bill would reduce a source of PFAS or “forever chemicals” in common household products, reducing harm to health in our communities. No direct implications for StopWaste’s work besides removal of toxicity from the waste stream and human health.

### **Two-year bills eligible to move again in January 2026**

#### **AB 762 (Irwin & Wilson) Disposable, battery-embedded vapor inhalation device: prohibition.**

This bill would ban the sale of disposable/non-refillable vaporizer products in California with batteries that cannot be removed, fostering a transition to refillable or reusable alternatives that are safer and more sustainable.

Status: Two-year bill. Would need to pass the Assembly by January 31.

Agency position: Support

Support: California Product Stewardship Council (Co-sponsor), Californians Against Waste (Co-Sponsor), RethinkWaste (Co-sponsor)

Opposition: California Chamber of Commerce, California Grocers Association

#### **AB 1325 (Rodriguez) Lubricants and waste oil: producer responsibility.**

This bill repeals the California Oil Enhancement Program and replaces it with a Lubricant and Waste Oil Producer Responsibility Program (Program), which establishes an expanded producer responsibility program (EPR) for used oil and other automotive fluids.

Status: Two-year bill. Would need to pass the Assembly by January 31.

Agency position: Watch

Support: Serlin Haley LLP

Opposition: California Association of Local Conservation Corps, Californians Against Waste

#### **SB 501 (Allen) Household Hazardous Waste Producer Responsibility Act.**

This bill would establish an extended producer responsibility (EPR) or stewardship program for collection, transportation, recycling, and the safe and proper management of products containing household hazardous waste (HHW) in California.

Status: Two-year bill. Would need to pass the Senate by January 31.

Agency position: Support

Support (over 40 organizations including some local governments and some haulers):

California Product Stewardship Council, California Professional Firefighters, California Public Interest Research Group, California Resource Recovery Association, California State Association of Counties, Californians Against Waste, Center for Environmental Health,

FACTS Families Advocating for Chemical and Toxics Safety, Heal the Bay, League of California Cities, National Stewardship Council, Northern California Recycling Association, Plastic Pollution Coalition, Product Stewardship Institute, Recology, Republic Services, Resource Recovery Coalition of California, South Bayside Waste Management Authority (Rethink Waste), Rural County Representatives of California (RCRC), Sierra Club California, , Zero Waste Marin Opposition (18) including: American Chemistry Council, Building Owners and Managers Association of California, California Business Properties Association, California Chamber of Commerce, California Manufacturers and Technology Association

**[SB 561 \(Blakespear\) Hazardous waste: Emergency Distress Flare Safe Disposal Act.](#)**

This bill creates an Extended Producer Responsibility (EPR) program for marine flares that requires a Manufacturer Responsibility Organization to develop a plan for consumer education, collection, and safe end-of-life management of marine flares, and bans marine flares that contain perchlorate.

Status: Two-year bill. In the Assembly, will be considered in June with other Senate bills.

Agency position: Support

Support: California Product Stewardship Council, California State Association of Counties, Californians Against Waste, Del Norte Solid Waste Management Authority, League of California, South Bayside Waste Management Authority (Rethink Waste)

Opposition: National Marine Manufacturers Association, Standard Fusee Corporation dba Orion Safety Products

**DEAD**

**[AB 80 \(Aguiar-Curry\) Carpet recycling.](#)**

This bill would have made a number of changes to the state's existing carpet stewardship program.

**[AB 973 \(Hoover\) Recycling: plastic trash bags: plastic packaging and products.](#)**

This bill repeals the existing Recycled Content Trash Bag (RCTP) program and Rigid Plastic Packaging Container (RPPC) program and replaces them with a new program for recycling plastic packaging and products.

**[AB 998 \(Hadwick\) Household hazardous waste](#)**

This bill as amended on July 17, 2025, would require the Department of Toxic Substances Control (DTSC) to evaluate and identify opportunities to increase safety and convenience related to the management and disposal of vape pens confiscated at a school, and report recommendations for potential legislation until January 1, 2029.

**[SB 14 \(Blakespear\) State agencies: solid waste diversion: single-use plastic bottles](#)**

This bill requires each state agency's reportable purchases of plastic beverage containers to meet or exceed certain postconsumer recycled content requirements, and that state agencies update their integrated waste management plans to advance recycling and waste reduction goals.

**[SB 45 \(Padilla\) Recycling beverage containers: tethered plastic caps.](#)**

This measure would require that plastic caps on defined plastic beverage containers be 'tethered' to the container in a manner that helps ensure the caps remain with the container throughout its lifecycle, thereby reducing a significant and especially harmful source of plastic pollution.

## **Legislative Priority: Accelerate Innovation in the Construction Sector**

### **Legislation that passed this Session**

#### **AB 306 (Schultz) Building regulations: state building standards**

AB 306 imposes a moratorium on new updates to the state building code that would affect residential construction and temporarily prohibit local governments from making new modifications to those standards, except for emergency changes necessary to protect health and safety from June 1, 2025 to June 1, 2031.

Status: AB 306 was included in a budget trailer bill, [AB 130](#), and signed by Governor Newsom into law

Agency position: Oppose unless Amended

Support: American Planning Association, California Chapter, California Apartment Association, California Building Industry Association, California Housing Consortium, California Housing Partnership, Valley Industry and Commerce Association

Opposition: California Building Officials, California Solar Industries Association (CA Solar & Storage), etc., Sustainable San Mateo County

Cost to Local Government: None

How this bill would impact our work: With a moratorium on new building code updates for the next several years, our Agency will focus on supporting implementation of the current building code with our member agencies and supporting development of code updates planned for future cycles.

#### **AB 368 (Ward) Energy: building standards: passive house standards**

This bill requires the State Energy Resources Commission and Development commission to evaluate the passive house energy efficiency standards as an alternative compliance pathway for the building efficiency standards established by the Energy Commission. A passive house is designed to maximize energy efficiency and minimize the need for energy consumption.

Status: Signed by the Governor into law

Agency position: Support

Support: American Institute of Architects, California Council, California Climate Action Voters, Green Policy Initiative, Passive House California, The Passive House Network, United States Green Building Council, California Chapter

Opposition: None listed

Cost to Local Government: none expected

How this bill would impact our work: As an agency working on energy efficiency, StopWaste welcomes the “passive house” compliance pathway as an alternative approach to minimize energy consumption in buildings.

#### **AB 1167 (Berman) Public utilities: inspection of accounts: electrical corporations and gas corporations: rate recovery: political activities and promotional advertising.**

Expands the types of activities an electrical or gas corporation (i.e., investor-owned utilities, IOUs) is prohibited from recovering in rates by expanding the definitions of political activities and advertising and requiring specified reporting of related activities. The bill would also require the California Public Utilities Commission (CPUC) to assess specified civil penalties for any violations of the proposed prohibitions.

Status: Signed by the Governor into law

Agency position: Support

Support: 350 Bay Area Action, Agricultural Energy Consumers Association, California Environmental Justice Alliance, California Environmental Voters, California Solar & Storage Association, Center for Biological Diversity, Cleanearth4kids.org, Climate Action California, Climate Action Campaign, San Francisco Bay Physicians for Social Responsibility, San Francisco, Sierra Club California, Vote Solar

Opposition: California Chamber of Commerce, Pacific Gas and Electric Company, San Diego Gas and Electric Company, Southern California Edison, Southern California Gas Company

Cost to Local Government: none expected

How this bill would impact our work: The exclusion of some IOU activities to qualify for rate recovery could lower costs for electricity to residents and businesses. Any reduction in electricity rates would bolster the economic case for electrification of buildings, which we work directly on.

### **SB 24 Electrical and gas corporations: rates: political influence activities and promotional advertising.**

This bill prohibits certain political influence activities and expenses by electrical or gas corporations related to opposing efforts to municipalize energy utility service from being recorded in certain accounts and having the costs recovered from ratepayers. This bill also expands the authority of the Public Advocates Office (PAO), similar to that of the California Public Utilities Commission (CPUC), to discover information and review the accounts of a public utility.

Status: Vetoed by the Governor

Agency position: Watch

Support: California Solar Industries Association (CA Solar & Storage), Environmental Working Group, Housing Action Coalition, South San Joaquin Irrigation District (SSJID), TURN – The Utility Reform Network, Union of Concerned Scientists

Opposition: Pacific Gas & Electric Company (PG&E), San Diego Gas and Electric, Southern California Edison, Southern California Gas Company

Cost to Local Government: none

How this bill would impact our work: The exclusion of some IOU activities to qualify for rate recovery could lower costs associated with electricity. Any reduction in electricity rates would help make the economic case for electrification of buildings, which we work on.

### **Two-year bills eligible to move again in January 2026**

#### **SB 330 (Padilla) Electrical transmission infrastructure: financing.**

This bill authorizes the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meet specific criteria, which includes that the transmission line is identified by the Independent System Operator in its transmission planning process as necessary to support clean energy generation to meet the state's clean energy goals. The Governor would be required to identify and designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects.

Status: Two-year bill. In the Assembly, will be considered in June with other Senate bills.

Agency position: Watch

Support: California Large Energy Consumers Association, California State Association of Electrical Workers, California Climate Action Voters

Opposition: San Diego Gas and Electric, Southern California Edison

**DEAD**

**[AB 1222 \(Bauer-Kahan\) Public utilities: judicial review.](#)**

This bill would extend the time frame for a party aggrieved by a decision or order of the Public Utilities Commission to file a petition for a writ of review in the court of appeal or Supreme Court from 40 days after the commission issues its decision to 90 days. The bill would also prohibit an IOU from recovering the cost associated with this review from ratepayers.

**[SB 282 \(Wiener\) Residential heat pump systems: water heaters and HVAC: installations](#)**

This bill would, for the installation of residential heat pump HVAC systems and heat pump water heaters, require the California Energy Commission (CEC) to develop standardized permitting checklists, establish limits and requirements for local agency permitting, and cap permit fees, among other things.

**[SB 332 \(Wahab\) Investor-Owned Utilities Accountability Act.](#)**

This bill would, among other things intended to provide Investor-Owned Utilities (IOU) accountability, require (1) a feasibility study on transitioning operations of the large gas and electric IOUs to a successor entity, (2) that utilities post specified information concerning termination of service due to nonpayment on their websites, and (3) that each electrical corporation submit a proposed executive compensation structure to the CPUC that is structured to promote safety, as provided.

**RECOMMENDATION:** This item is for information only and no action is needed.

**November 2025  
Meetings Schedule**

**Alameda County Waste Management Authority, the Energy Council, Source Reduction &  
Recycling Board, and Programs and Administration Committee**

(Hybrid meetings are held at StopWaste Offices unless otherwise noted)

SUN	MON	TUES	WED	THURS	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11 AGENCY HOLIDAY	12	13  <b>Programs &amp; Administration Committee CANCELLED</b>  <hr/> <b>Planning Committee &amp; Recycling Board</b> NO MEETING IN LIEU OF JOINT MEETING ON 11/19/2025	14	15
16	17	18	19  <b>3:00 P.M. Joint Meeting Waste Management Authority, Energy Council, Planning Committee &amp; Recycling Board</b> <b>Key Items:</b> 1. Midyear consent TBD 2. ORRO/1383 update 3. Contamination update	20	21	22
23	24	25	26	27  <b>AGENCY HOLIDAY</b>	28  <b>AGENCY HOLIDAY</b>	29
30						