EBDA
East Bay Dischargers Authority

2651 Grant Avenue
San Lorenzo, CA 94580
www.ebda.org
(510) 278-5910

ITEM NO. 9

FINANCIAL MANAGEMENT COMMITTEE AGENDA

Wednesday, November 18, 2026 at 10:00 AM

East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA

This meeting will be teleconferenced from the following location:
Home2 Suites 1800 Division Street, Nashville, TN

Video Conference link: https://us02web.zoom.us/j/86788964571
Call-in: 1(669) 900-6833 and enter Webinar ID number: 867 8896 4571

Committee Members: Boldt (Chair); Johnson

FM1. Call to Order

FM2. Roll Call

FM3. Public Forum

FM4. Disbursements for October 2026
(The Committee will review the disbursements.)

FM5. Preliminary Treasurer's Reports for October 2026
(The Committee will review the Treasurer's Report.)

FM6. Year-End Financial Summary for Fiscal Year 2025/2026
(The Committee will review the FY2025/2026 financial summary.)

FM7. First Quarter Expense Summary, Fiscal Year 2026/2027
(The Committee will review the FY 2026/2027 first quarter expenses.)

FM8. Review of the Authority's Purchasing Policy
(The Commission will review the existing policy.)

FM9. Authorization for the General Manager to Execute a Revised Memorandum of Understanding with Agromin Corporation Regarding Jess Ranch Due Diligence
(The Committee will consider the item.)

FM10. Authorization for the General Manager to Execute Amendment No. 1 to the Professional Services Agreement with Yorke Engineering, LLC for Air Quality Support in the Amount of $45,000, for a Total Not to Exceed Amount of $61,784
(The Committee will consider the item.)

FM11. Adjournment

Any member of the public may address the Committee at the commencement of the meeting on any matter within the jurisdiction of the Committee. This should not relate to any item on the agenda. Each person addressing the Committee should limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Committee on any agenda item should do so at the time the item is considered. Oral comments should be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Juanita Villasenor at juanita@ebda.org or (510) 278-5910. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are also posted on the East Bay Dischargers Authority website located at http://www.ebda.org.

Next Scheduled Financial Management Committee
December 16, 2026 at 10:00 am

ITEM NO. FM4 DISBURSEMENTS FOR OCTOBER 2026

Disbursements for the month of October totaled $399,290.

Reviewed and Approved by:

Dylan Boldt, Chair Date
Financial Management Committee

Jacqueline T. Zipkin Date
Treasurer

EAST BAY DISCHARGERS AUTHORITY
List of Disbursements
October 2026

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
10565	10/30/2026	44357	ANCHOR QEA, INC	FIRST MILE PROJECT	84,398.14	84,398.14
10562	10/15/2026	3304	UNION SANITARY DISTRICT	UEPS O&M, PG&E, FM MAINTENANCE - AUG	62,244.42	62,244.42
10552	10/15/2026	CI-002348	CITY OF SAN LEANDRO	MDF O&M, EFFLUENT MONITORING, FM MAINTENANCE - AUG	33,987.39	33,987.39
10575	10/30/2026	7342	ORO LOMA SANITARY DISTRICT	OLEPS O&M, ADMIN BUILDING, SKYWEST - SEP	22,372.78	22,372.78
10571	10/30/2026	44416	FOSTER & FOSTER	ACTUARIAL CONSULTING SERVICES	11,250.00	11,250.00
10563	10/15/2026	2069173	WEST YOST & ASSOCIATES, INC.	BIOSOLIDS SUITABILITY ASSESSMENT	9,531.60	9,531.60
10572	10/30/2026	13	GREENBELT ALLIANCE	HASPA COMMUNITY OUTREACH	8,847.00	8,847.00
10559	10/15/2026	21608	PACIFIC ECORISK	NPDES TOXICITY TESTING	6,455.25	6,455.25
10576	10/30/2026	EBDA04	PLANTIFY	FIRST MILE & HASPA COMMUNITY OUTREACH	3,445.00	3,445.00
10556	10/15/2026	12	GREENBELT ALLIANCE	HASPA COMMUNITY OUTREACH	3,103.75	3,103.75
10547	10/15/2026	1916850	ASCO POWER SERVICES INC.	OLEPS ATS EMERGENCY SERVICE CALL	2,901.36	2,901.36
10564	10/15/2026	265693	WOODARD & CURRAN	USA MAPPING NEEDS ASSESSMENT	2,741.25	2,741.25
10545	10/15/2026	IN00415566	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	COUNTY & STATE CUPR OVERSIGHT ADMIN FEE, HMBP 1-5 TYPES HM	1,002.00	2,461.00
10545	10/15/2026	IN00414208	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	APSA SPCC 5,001 - 10,000 GALLONS & STATE SURCHARGE APSA	916.00	
10545	10/15/2026	IN00415567	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	OLEPS CUPA FEE - GENERATOR 1-4 EMPLOYEES	543.00	
10560	10/15/2026	22788	REDWOOD PUBLIC LAW, LLP	LEGAL SERVICES - THRU SEP 30, 2026	2,441.26	2,441.26
10568	10/30/2026	744556	CALTEST ANALYTICAL LABORATORY	LAB TESTING SERVICES	1,853.66	1,853.66
10551	10/15/2026	52205704	CITY OF HAYWARD	EMPLOYEE BENEFIT PROGRAMS - OCT	1,850.03	1,850.03
10554	10/15/2026	EA08-0826	EOA, INC	CONSULTING SERVICES FOR NPDES PERMIT REISSUANCE	1,473.00	1,473.00
10553	10/15/2026	3496260	DUANE MORRIS LLP	SPECIALIZED LEGAL SERVICES - CARGILL BRINE PROJECT	1,082.50	1,446.00
10553	10/15/2026	3496261	DUANE MORRIS LLP	SPECIALIZED LEGAL SERVICES - NUTRIENT PERMIT	363.50	
10569	10/30/2026	848246	CORRPRO COMPANIES, INC	FORCE MAIN BI-ANNUAL CATHODIC PROTECTION SYSTEM SURVEY	1,440.00	1,440.00
10558	10/15/2026	07-09/26	LINDA M. ADAMS	QUARTERLY HEALTH PREMIUM REIMBURSEMENT	1,381.74	1,381.74
10561	10/15/2026	4246-0445-5568-7627	U.S. BANK	PURCHASING CARD EXPENSES	1,248.11	1,248.11
10567	10/30/2026	62815	CALCON	UEPS COMMUNICATION ISSUES	725.60	1,065.60
10567	10/30/2026	62813	CALCON	OPS CENTER SCADA NETWORK SECURITY	340.00	
10566	10/30/2026	45352	BA MORRISON	HEPS HVAC SERVICE	410.00	730.00
10566	10/30/2026	45351	BA MORRISON	ADMIN HVAC SERVICE	320.00	
10555	10/15/2026	9098019665	GRAINGER, INC	OLEPS PRESSURE WASHER	674.61	674.61
10549	10/15/2026	07-09/26	CHARLES V. WEIR	QUARTERLY HEALTH PREMIUM REIMBURSEMENT	634.98	634.98
10557	10/15/2026	07-09/26	KARL D. ROYER	QUARTERLY HEALTH PREMIUM REIMBURSEMENT	634.98	634.98
10548	10/15/2026	T229148	BAY AREA AIR QUALITY MGMT DISTRICT	MDF PERMIT TO OPERATE	568.00	568.00
10570	10/30/2026	3501744	DUANE MORRIS LLP	SPECIALIZED LEGAL SERVICES - CARGILL BRINE PROJECT	500.50	500.50

EAST BAY DISCHARGERS AUTHORITY
List of Disbursements
October 2026

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
10573	10/30/2026	37128	INTEGRAL CONSULTING INC	BIOSOLIDS SUITABILITY ASSESSMENT	225.75	225.75
10574	10/30/2026	12849	MBC CUSTODIAL SERVICES INC	JANITORIAL SERVICES - OCT	208.00	208.00
10546	10/15/2026	111336	AROUND THE BAY PEST CONTROL INC	MDF PEST CONTROL SERVICE	200.00	200.00
10550	10/15/2026	07-09/26	CHRISTINE E WERME	QUARTERLY HEALTH PREMIUM REIMBURSEMENT	112.29	112.29
				TOTAL CHECKS	**272,427.45**	**272,427.45**
				ELECTRONIC PAYMENTS		
		5105948980-0	PG&E	GAS & ELECTRIC SERVICE - SEP	41,401.62	41,401.62
		--	ADP, LLC	PAYROLL PERIOD: 10/16-31/2026	30,272.50	30,272.50
		--	ADP, LLC	PAYROLL PERIOD: 10/01-15/2026	27,090.41	27,090.41
		100000018437854	CALPERS	HEALTH PREMIUMS - OCT	8,595.82	8,595.82
		100000018434725	CALPERS	PENSION CONTRIBUTION, CLASSIC 10/01 - 15/2026	6,207.99	6,207.99
		100000018390754	CALPERS	PENSION CONTRIBUTION, CLASSIC 9/16 - 30/2026	6,207.99	6,207.99
		6051982	MISSION SQUARE	DEFERRED COMPENSATION CONTRIBUTION 10/15/2026	2,257.45	2,257.45
		6356776	MISSION SQUARE	DEFERRED COMPENSATION CONTRIBUTION 9/30/2026	2,257.45	2,257.45
		1003816666	STATE COMPENSATION INSURANCE FUND	WORKERS COMPENSATION PREMIUM - OCT	993.99	993.99
		1003994417	STATE COMPENSATION INSURANCE FUND	WORKERS COMPENSATION FINAL AUDIT 2025-2026	223.58	223.58
		CD_001571315	RINGCENTRAL INC	ADMIN OFFICE DIGITAL PHONE SERVICE - OCT	210.47	210.47
		100000018434787	CALPERS	PENSION CONTRIBUTION, PEPRA 10/01 - 15/2026	203.34	203.34
		100000018390789	CALPERS	PENSION CONTRIBUTION, PEPRA 9/16 - 30/2026	203.34	203.34
		61401	COMPUTER COURAGE	WEBSITE HOSTING - SEP	150.00	150.00
		90109	FOR2FI	MDF TELEPHONE SERVICE - OCT	139.69	139.69
		--	ADP, LLC	PAYROLL FEES, 9/16-30/2026	117.35	117.35
		2610079288	INTERMEDIA.NET INC	EMAIL EXCHANGE HOSTING - SEP	114.40	114.40
		--	ADP, LLC	PAYROLL FEES, 10/01-15/2026	101.30	101.30
		--	FREMONT BANK	SERVICE CHARGE	63.54	63.54
		6154763644	VERIZON WIRELESS	WIRELESS PHONE SERVICE - SEP	50.64	50.64
				TOTAL ELECTRONIC PAYMENTS	**126,862.87**	**126,862.87**
				TOTAL DISBURSEMENTS	**399,290.32**	**399,290.32**

ITEM NO. FM5 PRELIMINARY TREASURER'S REPORTS FOR OCTOBER 2026

The Treasurer's Report summarizes the Authority's financial activities by fund, providing an overview of its financial status. A detailed presentation of transactions, including income and expenditures, along with current account balances for checking and investment accounts, can be found in the Supplemental Treasurer's Report.

The average monthly yield for Local Agency Investment Fund (LAIF) is 3.99%, while the current 7-day yield for California Asset Management Program (CAMP) is 4.04%. The liquidity of both CAMP and LAIF allows for easy transfers to the checking account to meet the daily cash flow needs.

As of October 31, 2026, the Authority's total cash balance is $5,998,841. Continuous oversight is essential as we move forward to ensure sustained financial health and meet any future obligations.

Approval is recommended.

EAST BAY DISCHARGERS AUTHORITY

PRELIMINARY TREASURER'S REPORT

For the Period Ending October 31, 2026

FUND	FUND DESCRIPTION	BEGINNING CASH BALANCE	DEBITS (INCREASE)	CREDITS (DECREASE)	ENDING CASH BALANCE
12	OPERATIONS & MAINTENANCE	$ 2,527,522	$ -	$ 285,010	$ 2,242,512
13	PLANNING & SPECIAL STUDIES	$ 703,473	$ -	$ 111,388	$ 592,085
14	RECLAMATION O & M (SKYWEST)	$ 49,082	$ -	$ 1,310	$ 47,772
15	BRINE ACCEPTANCE	$ 235,081	$ -	$ 1,583	$ 233,498
31	RENEWAL & REPLACEMENT	$ 2,855,044	$ 27,930	$ -	$ 2,882,974
	TOTALS	$ 6,370,201	$ 27,930	$ 399,290	5,998,841

Oct-26

SUPPLEMENTAL TREASURER'S REPORT

DATE	DESCRIPTION	RECEIPT	DISBURSEMENT	CAMP	LAIF	ACCOUNT BALANCE FREMONT	CAMP	LAIF	TOTAL CASH
09/30/26	BALANCE					488,843.32	2,228,886.26	3,652,471.81	6,370,201.39
10/01/26	DIVIDENDS	7,084.93		7,084.93		488,843.32	2,235,971.19	3,652,471.81	6,377,286.32
10/01/26	ELECTRONIC BILL PAY		2,257.45			486,585.87	2,235,971.19	3,652,471.81	6,375,028.87
10/02/26	ELECTRONIC BILL PAY		203.34			486,382.53	2,235,971.19	3,652,471.81	6,374,825.53
10/02/26	ELECTRONIC BILL PAY		8,595.82			477,786.71	2,235,971.19	3,652,471.81	6,366,229.71
10/02/26	ELECTRONIC BILL PAY		6,207.99			471,578.72	2,235,971.19	3,652,471.81	6,360,021.72
10/06/26	ELECTRONIC BILL PAY		114.40			471,464.32	2,235,971.19	3,652,471.81	6,359,907.32
10/09/26	PAYROLL FEE		117.35			471,346.97	2,235,971.19	3,652,471.81	6,359,789.97
10/14/26	ELECTRONIC BILL PAY		993.99			470,352.98	2,235,971.19	3,652,471.81	6,358,795.98
10/14/26	PAYROLL		19,940.16			450,412.82	2,235,971.19	3,652,471.81	6,338,855.82
10/14/26	PAYROLL TAX		7,150.25			443,262.57	2,235,971.19	3,652,471.81	6,331,705.57
10/15/26	CHECK DISBURSEMENT		136,091.02			307,171.55	2,235,971.19	3,652,471.81	6,195,614.55
10/15/26	INTEREST EARNINGS	20,845.16			20,845.16	307,171.55	2,235,971.19	3,673,316.97	6,216,459.71
10/19/26	ELECTRONIC BILL PAY		210.47			306,961.08	2,235,971.19	3,673,316.97	6,216,249.24
10/19/26	ELECTRONIC BILL PAY		50.64			306,910.44	2,235,971.19	3,673,316.97	6,216,198.60
10/19/26	ELECTRONIC BILL PAY		203.34			306,707.10	2,235,971.19	3,673,316.97	6,215,995.26
10/19/26	ELECTRONIC BILL PAY		2,257.45			304,449.65	2,235,971.19	3,673,316.97	6,213,737.81
10/19/26	ELECTRONIC BILL PAY		6,207.99			298,241.66	2,235,971.19	3,673,316.97	6,207,529.82
10/20/26	ELECTRONIC BILL PAY		139.69			298,101.97	2,235,971.19	3,673,316.97	6,207,390.13
10/20/26	ELECTRONIC BILL PAY		223.58			297,878.39	2,235,971.19	3,673,316.97	6,207,166.55
10/21/26	ELECTRONIC BILL PAY		150.00			297,728.39	2,235,971.19	3,673,316.97	6,207,016.55
10/23/26	PAYROLL FEE		101.30			297,627.09	2,235,971.19	3,673,316.97	6,206,915.25
10/23/26	ELECTRONIC BILL PAY		41,401.62			256,225.47	2,235,971.19	3,673,316.97	6,165,513.63
10/29/26	PAYROLL		23,049.43			233,176.04	2,235,971.19	3,673,316.97	6,142,464.20
10/29/26	PAYROLL TAX		7,223.07			225,952.97	2,235,971.19	3,673,316.97	6,135,241.13
10/30/26	CHECK DISBURSEMENT		136,336.43			89,616.54	2,235,971.19	3,673,316.97	5,998,904.70
10/30/26	BANK SERVICE CHARGE		63.54			89,553.00	2,235,971.19	3,673,316.97	5,998,841.16
	TRANSACTION TOTALS	27,930.09	399,290.32	7,084.93	20,845.16				
	ACCOUNT BALANCE					89,553.00	2,235,971.19	3,673,316.97	5,998,841.16
						①	②	③	

Reconciliation - 10/31/2026

①	Fremont Bank Statement	$ 263,857.99
	Less: Outstanding Checks	174,304.99
		$ 89,553.00
②	CAMP Statement	$ 2,243,554.09
	Less: Accrual Income Dividend	7,582.90
		$ 2,235,971.19
③	LAIF Statement	$ 3,673,316.97

The Supplemental Treasurer's Report is prepared monthly by the General Manager. It also serves as EBDA's cash and

ITEM NO. FM6 YEAR-END FINANCIAL SUMMARY FOR FISCAL YEAR 2025/2026

Recommendation
For the Committee's information only; no action is required.

Strategic Plan Linkage
3. **Financial:** Develop financial strategies and practice sound fiscal management to ensure wise use of ratepayers' resources.
    a. Operate EBDA's system efficiently.
    b. Proactively manage expenditures to stay within adopted budget.
    c. Identify and manage opportunities for revenue generation.
    d. Secure grant funding for innovative projects.

Background
As presented to the Committee in September 2026, EBDA's annual expenses for Fiscal Year 2025/2026 were under budget. Per the Authority's Budget Policy,

> "At the end of each Fiscal Year, the General Manager shall provide year-end closing statements to each Member Agency and LAVWMA detailing that agency's share of actual expenditures, and comparing that to the amounts budgeted and collected. If an agency's share of actual expenditures exceeded the amount collected, EBDA shall invoice that agency for the additional funds owed. If the agency's share of actual expenditures was less than the amount collected, that agency shall have the option to request that EBDA hold all or a portion of the surplus funds as fulfillment of that agency's reserve contribution under the Emergency Reserves Policy, or that EBDA return the surplus funds to the agency as a credit on their next EBDA invoice."

Staff's understanding is that all Member Agencies currently prefer a credit against their FY 2026/2027 obligations.

Discussion
The following table shows the amounts owed by each agency for FY 2025/2026 for Operations & Maintenance (O&M) and Special Studies, as well as the amounts collected. The difference, plus revenues received from other sources, is the credit accruing to each agency. Reimbursements from Cargill have been deducted from the O&M expenses. No Capacity Exceedance Fees were incurred in FY 2025/2026.

As of the quarterly report provided in September, EBDA was approximately $770k under budget overall for the year. Staff has since reconciled end of year expenses. At year-end close, when accounting for carryovers associated with Special Studies that continue into the next fiscal year, Member Agency-funded work for FY 2025/2026 was under budget by about $700k. Also, while Oro Loma, Castro Valley, Hayward, and USD pay their $750k Renewal and Replacement Fund (RRF) contribution up front each fiscal year, because

they only participate in certain projects, San Leandro and LAVWMA pay their RRF share as part of this annual true-up process.

The table below shows expenses paid, revenues received, and total credits. Each Member Agency has received a memo detailing their FY 2025/2026 payments and credits.

	San Leandro	O.L.S.D.	C.V.S.D.	Hayward	U.S.D.	LAVWMA	Total
Fund 12 - O&M Expenses	$ 232,684.77	$ 563,883.05	$ 273,053.00	$ 630,210.21	$ 1,465,697.32	$ 704,037.94	$ 3,869,566.29
Total O&M Paid	$ 262,038.00	$ 678,906.00	$ 327,440.00	$ 739,898.00	$ 1,680,524.00	$ 824,882.00	$ 4,513,688.00
O&M Balance	$ (29,353.23)	$ (115,022.95)	$ (54,387.00)	$ (109,687.79)	$ (214,826.68)	$ (120,844.06)	$ (644,121.71)
Fund 13 - Special Studies Expenses	$ 107,114.59	$ 141,485.94	$ 72,669.57	$ 289,672.25	$ 497,322.87	$ 293,788.89	$ 1,402,054.11
Total Special Studies Paid	$ 105,720.00	$ 148,442.00	$ 73,344.00	$ 294,356.00	$ 493,548.00	$ 341,198.00	$ 1,456,608.00
Special Studies Balance	$ 1,394.59	$ (6,956.06)	$ (674.43)	$ (4,683.75)	$ 3,774.87	$ (47,409.11)	$ (54,553.89)
Capacity Exceedance Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund 12 - Other Revenue (3279)		$ (690.26)	$ (370.00)	$ (531.68)	$ (1,517.32)	$ (1,098.13)	$ (4,207.40)
Fund 31 - RRF Share	$ 9,188.51	$ -	$ -	$ -	$ -	$ 32,140.27	$ 41,328.78
Agency Total:	$ (18,770.13)	$ (122,669.27)	$ (55,431.44)	$ (114,903.22)	$ (212,569.13)	$ (137,211.04)	$ (661,554.22)

ITEM NO. FM7 FIRST QUARTER EXPENSE SUMMARY, FISCAL YEAR 2026/2027

Recommendation
Review first quarter expenses.

Strategic Plan Linkage

3. **Financial:** Develop financial strategies and practice sound fiscal management to ensure wise use of ratepayers' resources.
    b. Proactively manage expenditures to stay within adopted budget.

Background
The First Quarter Expense Summary for FY 2026/2027 is attached for the Committee's review. Expenses are presented by Program and by Account Code. These categories have been grouped to provide an overview of Authority expenses. The tables include discussion of particular items that varied significantly (>10%) from the budget.

Discussion
At the end of the first quarter, EBDA's spending is slightly under budget, with 22% spent through the quarter. Staff has been spending conservatively in anticipation of wet weather driving chemical, energy, and operations costs.

East Bay Dischargers Authority

EXPENSE SUMMARY BY ACCOUNT

FY 2026/2027 THROUGH SEPTEMBER 30, 2026 (25% OF YEAR)

	YTD Expenses	Budget	Variance	% of Budget	Explanations for Variance Over 10%
4010 - Salary	$171,683	$771,400	($599,717)	22%	
4020 - Benefits	$129,678	$423,600	($293,922)	31%	
4030 - Commissioner Compensation	$6,600	$50,000	($43,400)	13%	Budget assumes maximum number of meetings.
4070 - Insurance	$37,501	$115,700	($78,199)	32%	
4080 - Memberships & Subscriptions	$159,392	$187,600	($28,208)	85%	Several annual fees paid.
4100 - Supplies, Variable	$43,527	$470,000	($426,473)	9%	Expected to revert to budget in future quarters with wet weather.
4100 - Supplies, Fixed	$6,842	$16,000	($9,158)	43%	Administrative Assistant computer and desk.
4110 - Contract Services	$13,680	$89,300	($75,620)	15%	
4120 - Professional Services	$242,090	$1,069,200	($827,110)	23%	
4140 - Rents & Fees	$296,010	$1,056,400	($760,390)	28%	
4141 - NPDES Fines	$0	$9,000	($9,000)	0%	Reserve funds in case of enforcement.
4150 - Maintenance & Repair	$127,586	$914,000	($786,414)	14%	Expected to revert to budget in future quarters with wet weather.
4160 - Monitoring	$46,052	$537,600	($491,548)	9%	RMP fees will be paid in future quarters.
4170 - Travel	$2,447	$20,000	($17,553)	12%	Conference travel will take place in future quarters.
4191 - Utility, Variable	$232,908	$1,006,000	($773,092)	23%	
4210 - Other	$350	$2,000	($1,650)	18%	
Rounding Contingency		$3,500			
TOTAL ALL ACCOUNTS	**$1,516,345**	**$6,741,300**	**($5,224,955)**	**22%**	

East Bay Dischargers Authority

EXPENSE SUMMARY BY PROGRAM

FY 2026/2027 THROUGH SEPTEMBER 30, 2026 (25% of YEAR)

	YTD Expenses	Budget	Variance	% of Budget	Explanations for Variance Over 10%
O&M EFFLUENT DISPOSAL					
General Administration	$407,911	$1,810,300	($1,402,389)	23%	
Outfall & Forcemains	$20,542	$224,500	($203,958)	9%	Low due to operational efficiencies and lack of need for force main repairs.
Marina Dechlor Facility	$53,920	$332,000	($278,080)	16%	
Oro Loma Pump Station	$124,857	$679,000	($554,143)	18%	
Hayward Pump Station	$51,165	$235,500	($184,335)	22%	
Union Pump Station	$120,713	$567,200	($446,487)	21%	
Bay & Effluent Monitoring	$301,584	$906,400	($604,816)	33%	
Rounding Contingency		$900	($900)		
TOTAL O&M EFFLUENT DISPOSAL	**$1,080,692**	**$4,755,800**	**($3,675,108)**	**23%**	
SPECIAL PROJECTS					
NPDES Permit Fees	$0	$756,700	($756,700)	0%	Will be paid in a future quarter.
NPDES Permit Issues	$7,568	$113,500	($105,932)	7%	Effort on NPDES permit reissuance process will increase in future quarters.
Regional Monitoring Program	$0	$248,500	($248,500)	0%	Will be paid in a future quarter.
Alternative Monitoring and Reporting	$0	$35,700	($35,700)	0%	Will be paid in a future quarter.
Nutrient Surcharge	$287,203	$287,300	($97)	100%	Annual fees paid.
Air Toxics Pooled Emissions Study	$84,250	$84,200	$50	100%	Annual fees paid.
Water Research Foundation	$31,895	$32,100	($205)	99%	Annual fees paid.
Biosolids Feasibility Study	$24,737	$340,000	($315,263)	7%	Work on Jess Ranch expected to ramp up after initial meeting with Air District.
Advanced Quantitative Precipitation	$0	$85,000	($85,000)	0%	Will be paid in a future quarter.
Bruce Wolfe Memorial	$0	$1,000	($1,000)	0%	Will be paid in a future quarter.
Rounding Contingency		$1,500	($1,500)		
SUBTOTAL SPECIAL PROJECTS	**$435,653**	**$1,985,500**	**($1,549,847)**	**22%**	
TOTAL AGENCY-FUNDED PROGRAMS	**$1,516,345**	**$6,741,300**	**($5,224,955)**	**22%**	

ITEM NO. FM8 REVIEW OF THE AUTHORITY'S PURCHASING POLICY

Recommendation
Provide feedback to staff on existing policy.

Strategic Plan Linkage
3. **Financial:** Develop financial strategies and practice sound fiscal management to ensure wise use of ratepayers' resources.

Background
Prior to the adoption of the Authority's Amended and Restated Joint Powers Agreement (JPA), the JPA stated that, "The affirmative vote of four members of the Commission shall be required to: […] Award, modify or accept work under any contract (including but not limited to contracts for the acquisition or construction of any building, works or improvements for the Phase I Project) in excess of $10,000." The Commission and the Member Agencies determined that it was appropriate to remove that level of detail from the Amended and Restated JPA, with the agreement that the rules governing procurement would be captured in the Authority's Purchasing Policy ("Purchasing Policy").

The Purchasing Policy was adopted in December 2020 and then amended in December 2023 and 2025 to add flexibility for task order-based contracts and to document the fact that the Authority will follow applicable procurement guidelines and requirements when utilizing federal funds. The Policy is reviewed every two years to determine whether any changes are warranted. The Amended and Restated JPA requires unanimous approval of any changes to the Purchasing Policy.

Discussion
At the October meeting, Commissioner Young requested that the Purchasing Policy be reviewed by the Financial Management Committee with particular attention to the General Manager's signature authority. The current Policy, which is attached for the Committee's review, states that "All contracts in an amount exceeding $25,000 shall be submitted to the Commission for approval."

For the Committee's reference, the following table summarizes Member Agency staff approval authorities.

AGENCY	City Manager	General Manager/ Department Director	Management/ Department Head	Emergency
East Bay Dischargers Authority		$25,000		No threshold. Ratification by Commission for contracts over $25,000 as soon as practicable.
Castro Valley Sanitary District		$60,000 or 10% of the bid value of a project (whichever is greater)		$250,000
City of Hayward	≥ $100,000	≤ $99,999		
City of San Leandro	$100,000			$ 50,000
Oro Loma Sanitary District		$100,000	$15,000	$500,000
Union Sanitary District		$100,000* *As part of the budget approval process each FY, the Board reviews and approves the "Annual Contract Purchases of Supplies, Services, and Vehicle and Equipment Renewal/Replacement Over $100,000". Once the budget is approved, expenditure authority for the line items listed in the list is delegated to staff without additional Board approval.	$50,000	$500,000

The fact that EBDA's current Purchasing Policy provides that, "The General Manager has been authorized by the Commission to take all necessary and proper measures in emergency conditions to keep the Authority Facilities in operation" ensures that staff can take reasonable actions if needed in an emergency. The ability to utilize pre-qualified contractors and consultants through task order-based contracts has also greatly improved staff's ability to procure necessary services in a timely and efficient way. That said, there have been instances where the low approval threshold drove sub-optimal decisions. For example:

- During the atmospheric river storm event that hit the EBDA service area on December 31, 2022 and the subsequent storm events, EBDA used more diesel fuel then it had in the five years prior. During the December 31 storm, staff attempted to place a diesel fuel order with our normal diesel supplier under an existing $25,000 purchase order (PO) but did not hear back over the holiday weekend. To ensure that diesel would remain available, staff then issued a PO to a new diesel supplier in the amount of $25,000. Both POs turned out to be insufficient for the quantities of diesel required. Staff continued to procure diesel under the emergency provisions of the Purchasing Policy and requested retroactive increases to both POs at the next Commission meeting.

- Earlier this year, staff requested that D.W. Nicholson (DWN) provide a bid for concrete repairs at the Marina Dechlorination Facility (MDF) meter vault and Oro Loma Effluent Pump Station emergency outfall as part of routine maintenance, under an existing $25,000 PO. When DWN bid the work, accounting for as-needed work that had already been performed under the PO, the quote slightly exceeded the $25,000 authority. Because it did not make sense to bring a change order to the Commission for a few hundred dollars, staff deferred the concrete work.

- As discussed with the Commission last month, one of the MDF sewage pumps recently displayed a leakage alarm indicating moisture in the motor and requiring replacement. Given that the Commission had already approved replacement of both pumps and appurtenances as part of an adopted Renewal and Replacement Fund Project List, staff's recommendation would have been to purchase both new sewage pumps and elbows immediately, knowing that the vendor had low stock. However, because of the $25,000 limit, staff purchased one pump and elbow initially to address the failed pump, and then requested Commission approval for a change order to allow the purchase of the second pump and elbow to complete the project. If the two pumps and elbows had been ordered upfront, they would have been in stock and delivered. Because of the delay in seeking approval, staff is now waiting for 10-12 weeks for delivery of the second pump and elbow.

Staff is seeking direction from the Committee regarding any changes to the approval threshold or any other provisions of the Purchasing Policy.

POLICY NUMBER: 1.7

NAME OF POLICY: Finance – Purchasing

ADOPTED: January 16, 2025

LAST REVIEWED: January 16, 2025

LAST REVISED: January 16, 2025

PURPOSE:

A. The purpose of the Procurement Policy is to provide a set of policies and procedures that comply with applicable federal, state, local, and general laws and regulations to promote cost-effective procurement of goods and services. In the event the provisions of this policy directly conflict with federal, state, or local law, the latter shall govern.

B. The underlying tenant of this Policy is to make good use of public resources by making purchasing decisions that reflect the Authority's commitment to the cost-effective procurement of goods and services, and contracts for construction projects by upholding the fundamental tenets of public procurement, including fairness, honesty, transparency, and accountability.

POLICY:

I. AUTHORITY CONTRACTS WITH OUTSIDE CONTRACTORS, VENDORS, AND CONSULTANTS

A. Procurement of Goods and Services

See also I.F. General Federal Procurement Guidelines if utilizing any Federal Funds.

1. Purchases and Contracts of $5,000 or Less. If the cost of the goods and services is less than $5,000, the General Manager will attempt to secure the best value for the Authority, but need not solicit quotes, bids, or proposals.

2. Purchases and Contracts of $5,001 to $25,000. If the cost of the goods is between $5,001 and $10,000, the General Manager will solicit informal quotes, bids, or proposals from at least two (2) contractors, vendors, or consultants (Sources). If the estimated cost exceeds $10,000, but is $25,000 or less, the General Manager will solicit informal quotes, bids, or proposals from at least three (3) Sources. For all purchases or contracts for goods or services which do not exceed $25,000, the General Manager may award the contract or purchase order, without approval by the Commission.

3. Purchases and Contracts of More than $25,000. When the estimated cost of goods exceeds $25,000, the General Manager will solicit formal written bids/proposals through means and methods which he or she determines to be most cost-effective, and which may include advertisement in a newspaper of general circulation in the Authority's service area or utilization of an online bid solicitation service in common use by California public procurement professionals.

When the estimated cost of services exceeds $25,000, the General Manager will solicit informal proposals through means and methods which he or she determines to be most cost-effective, including requests for proposals (RFP) or requests for qualifications (RFQ). With the exception of contracts for services procured pursuant to California Government Code Section 4525 et seq., all services contracts shall be awarded to the proposer(s) that offer the best value to the Authority, which is defined as the overall combination of quality, price, and other elements of a proposal that, when considered together, provide the greatest overall benefit to the Authority in response to the requirements described in the solicitation documents.

All contracts in an amount exceeding $25,000 shall be submitted to the Commission for approval.

4. Qualifications Based Solicitations. Pursuant to California Government Code Section 4525 et seq., the Authority will use qualifications-based competitive proposal procedures for the procurement of services from the following professions: architecture, landscape architecture, engineering, environmental services (but not where the scope of work consists of planning services), land surveying, or construction project management, regardless of the contract value. Under this method, proposals will be evaluated based upon qualifications and demonstrated competence.

B. Procurement of Construction Projects

1. California Uniform Public Construction Cost Accounting Act. The Authority has opted in to the California Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 et seq., the "Act"). Pursuant to the Act, projects for the construction, reconstruction, erection, alteration, renovation, improvement, demolition, repair work, painting, or repainting of Authority-owned, leased, or operated facilities will be procured as follows:

a. Projects of $75,000 or less may be let by negotiated contract or purchase order or performed by the Authority's own employees by force account.

b. Projects of $220,000 or less may be let by informal procedures set forth in the Authority's informal bidding resolution and in the Act.

c. Projects of more than $220,000 will be let by formal bidding procedures set forth in the Act.

d. If the amounts set forth in California Public Contract Code Section 22032(c)) are amended subsequent to the Commission's approval of this Policy,

then, in that event, the amounts set forth in California Public Contract Code Section 22032(c)) shall be used by the Authority.

2. Maintenance Work. The Authority may, but is not required to, use the procedures set forth in this section I.B. Procurement of Construction Projects for maintenance work, which includes routine, recurring, and usual work for the preservation or protection of any Authority-owned or operated facility for its intended purposes, minor repainting, resurfacing of streets and highways of less than 1 inch, landscape maintenance, and work to keep, operate, and maintain Authority-owned water, power, or waste disposal systems.

3. Other Statutorily Authorized Methods. Alternative methods of procurement for construction project delivery may be utilized if authorized by state law and in full compliance with all applicable requirements. A common example of an alternative is the design-build method that combines architectural and engineering services with construction into a single contract.

C. Contractor Pre-Qualification and Task Order-Based Contracts

The Authority may solicit qualifications, hourly rates, and expense information from contractors for the purpose of establishing and maintaining a pre-qualified roster of contractors for a range of projects. The General Manager may then recommend to the Commission the approval of a task order-based contract with any contractor appearing on the pre-qualified roster. Each task order-based contract shall have a total not-to-exceed dollar amount. When a particular project arises, if the estimated cost is $75,000 or less, the General Manager may issue a task order to the contractor most qualified for the work from the pre-qualified roster. If the estimated cost is greater than $75,000 and less than $220,000, the General Manager may follow the process outlined in Section I.B.1.b, or he or she may solicit bids from pre-qualified firms. Following selection, the General Manager may issue a task order to the lowest bidder, without further approval by the Commission, as long as the total value of all task orders issued under that contract is less than the Commission-approved not-to-exceed dollar value. Staff shall inform the Commission of all task orders over $25,000.

D. Consultant Pre-Qualification and Task Order-Based Contracts

The Authority may solicit qualifications, hourly rates, and expense information from consultants for the purpose of establishing a pre-qualified roster of consultants for a range of services and projects. The General Manager may then recommend to the Commission approval of a task order-based contract with any consultant appearing on the pre-qualified roster. Each task order-based contract shall have a total not-to-exceed dollar amount. When a particular consulting need or project arises, if the estimated cost is $25,000 or less, the General Manager may issue a task order to the consultant most qualified for the work from the pre-qualified roster. If the estimated cost is greater than $25,000, the General Manager may follow the process outlined in Section I.A.3, or he or she may solicit proposals from pre-qualified firms. Following selection, the General Manager may issue a task order to the most qualified firm without further approval by the Commission, as long as the total value of all task orders issued under that contract is less than the Commission-

approved not-to-exceed dollar amount. Staff shall inform the Commission of all task orders over $25,000.

E. Sole Source

Regardless of the estimated cost of the procurement, the Authority is not required to follow the processes detailed in this Policy when procuring goods or services for which there exists only a sole source of supply.

F. General Federal Procurement Guidelines.

Federal Grant Procurement Standards will be observed by the Authority. When utilizing federal funds, all grant procurement and related expenditures must adhere to the procurement guidelines found in the Code of Federal Regulations (CFR) Title 2-Grants and Agreements, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards. Such procurement standards in the Uniform Guidance (UG) are covered in paragraphs 200.317 to 200.327. The regulations require that procurement activities be performed in an equitable and competitive manner to promote equal treatment, efficiency, and economy in federal grant activities. To ensure objective contractor performance and eliminate an unfair competitive advantage, contractors must be excluded from competing for such procurements if they develop or draft grant applications or contract specifications, requirements, statements of work, invitations for bids, and/or requests for proposals.

The Authority shall follow the guidelines carefully to avoid suspension or revocation of federal assistance. The Authority shall follow all procurement guidelines and requirements as directed by the granting agency providing federal funds.

G. Rental or Leasing of Equipment

If the total rental or lease payments due under a rental or lease agreement are $25,000 or less, the General Manager will follow the procedure in Section I.A.1. If the total rental or lease payments due under a rental or lease agreement are over $25,000, the General Manager will follow the procedure in Section I.A.2.

H. Reporting

The General Manager will report to the Commission on all written contracts entered into under the General Manager's authority.

I. Contract Extensions

Commission approval is required for extension of contracts or purchase orders beyond one (1) year where the cost of the extension is estimated to be greater than $25,000.

J. Minority Business Enterprises and Women's Business Enterprises Policy

The Authority recognizes the value of diversity, and it is the intention of the Authority to create a level playing field on which Minority Business Enterprises and Women's Business Enterprises can compete fairly for contracts and subcontracts.

K. Splitting Procurements Prohibited

The Authority will not split purchases into smaller segments or partial orders to remain below the authorized dollar threshold for formal solicitation in an effort to take advantage of informal solicitation procedures or otherwise avoid requirements of this Policy.

II. AUTHORITY CONTRACTS WITH MEMBER AGENCIES FOR WORK BY MEMBER AGENCY EMPLOYEES

A. Contracts with Member Agencies

The Authority has entered into contracts with its member agencies for the operation and routine maintenance of Authority Facilities and additional tasks, as requested by the Authority. Work performed pursuant to contracts between the Authority and its member agencies will conform to the East Bay Dischargers Authority Amended and Restated Joint Exercise of Powers Agreement, this Policy, and the respective contract. In particular, each member agency contract will require the member agency to indemnify the Authority against all losses that may arise out of the performance of the work. Furthermore, the Authority will require the member agency to maintain insurance in such types and amounts as the Authority may from time to time establish, and to name the Authority and the member agencies as additional insureds.

B. Operations and Maintenance Manager Determination

Consistent with the above referenced contracts with the member agencies, the Authority's Operations and Maintenance Manager may authorize one or more member agencies to perform work on Authority Facilities when he or she determines that the member agency or agencies can perform such work more cost effectively than a non-member agency contractor.

III. COOPERATIVE PROCUREMENTS WITH MEMBER AGENCIES

To foster greater economy and efficiency, the Authority may avail itself of joint procurements and assignment of existing contract rights ("piggybacking") with its member agencies.

IV. PURCHASE OR LEASE OF REAL PROPERTY

Any contract for the purchase of real property must be submitted to and approved by the Commission. Any lease or sublease of real property, including any renewal or extension of an existing lease or sublease, for which the rent or lease payments total an amount greater than $25,000 annually, must be submitted to and approved by the Commission. For any lease or sublease of real property, including any renewal or extension of an existing lease, for which the annual rents total an amount $25,000 or less, the General

Manager may approve and execute the lease, sublease, renewal, or extension, without further approval by the Commission.

V. GENERAL MANAGER SIGNATURE AUTHORITY

A. Signature Authority Generally

Except as otherwise described in this Policy, the General Manager is authorized to expend funds, issue purchase orders, and sign contracts for procurements and activities for goods and services for amounts that do not exceed $25,000.

B. Change Orders and Amendments Generally

The General Manager is authorized to issue change orders or amendments where the amount is $25,000 or less without further Commission approval, so long as such change order or amendment would not result in a total contract amount of greater than $25,000. The Commission reserves to itself the right to approve all amendments to contracts previously approved by the Commission.

The General Manager is authorized to administer all contracts on behalf of the Authority.

VI. EMERGENCY CONTRACTS

A. Competitively Bid Emergency Contracts

The General Manager has been authorized by the Commission to take all necessary and proper measures in emergency conditions to keep the Authority Facilities in operation. The Authority's practice is to competitively solicit contracts for emergency services in advance of any emergency, consistent with the California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) reimbursement requirements.

B. Non-Competitively Bid Emergency Contracts

In the event the Authority does not have a current contract for emergency services and the emergency conditions do not permit a delay resulting from a formal competitive solicitation process, the General Manager is authorized to make emergency purchases without giving notice for bids or proposals and to enter into such contracts without prior Commission approval. The General Manager will promptly report on the reasons and necessity for proceeding without a competitive solicitation to the Commission as required by Public Contract Code Section 22050 et seq.

C. Ratification

Commission ratification is required for any emergency contract where the cost exceeds $25,000 and will be obtained as soon as it is practicable to do so.

VII. WAIVER

The Commission may suspend or waive the requirements of this Policy in any instance when the Commission deems it in the best interest of the Authority to do so.

ITEM NO. FM9 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE A REVISED MEMORANDUM OF UNDERSTANDING WITH AGROMIN CORPORATION REGARDING JESS RANCH DUE DILIGENCE

Recommendation
Authorize the General Manager to execute a revised Memorandum of Understanding with Agromin Corporation to share due diligence costs for the Jess Ranch Biosolids Compost Project.

Strategic Plan Linkage

6. **Internal Collaboration:** Expand cooperation among EBDA Member Agencies to improve economies of scale, reduce duplication of effort, and enhance each Agency's capacity.
    c. Advance a joint Biosolids Management Strategy.

Background
Management of biosolids is a significant center of cost and risk for EBDA agencies and wastewater utilities nationally. Market consolidation reducing the number of haulers serving Bay Area agencies, significant quantities of biosolids coming into the market as a result of San Jose's decision to begin dewatering and hauling biosolids offsite, rising fuel costs, restrictions on end uses as part of the state's efforts to divert organics from landfill, and other factors have increased the price and risk associated with EBDA agencies' biosolids management in recent years.

In March 2026, EBDA was approached by a representative of Connie Jess, the property owner of a site called Jess Ranch, about purchasing the property and entitlements supporting its development as a composting facility. The compost facility would have the capacity to process 100,000 tons per year of biosolids, along with 100,000 tons per year of green waste. The EBDA member agencies plus Livermore (Dublin-San Ramon Services District has dedicated land disposal for biosolids and therefore does not need offsite management) hauled approximately 43,000 tons of biosolids in 2025. Staff believes that demand from other Bay Area wastewater agencies facing the same challenges and desiring closer processing options would easily fill the remaining capacity and potentially subsidize EBDA's expenses.

In its Fiscal Year 2026/2027 Budget, EBDA's Commission authorized up to $300,000 for due diligence activities related to determining the feasibility of the Jess Ranch Project. In July 2026, the Commission approved a Memorandum of Understanding (MOU) with Agromin Corporation (Agromin) to jointly fund due diligence consulting work associated with the project. Under the MOU, Agromin would reimburse EBDA for half of the costs incurred. Due diligence studies are being phased such that key threshold questions about project feasibility, including regulatory and permitting risks, are addressed first.

Discussion
In further reviewing the MOU prior to signing, Agromin requested revisions that allow

Agromin to review and approve in writing any consultant scope and cost estimate before it is authorized. The proposed revisions clarify and document the steps for such approval, and they offer protection to EBDA from disputes with Agromin over what costs should be reimbursed.

The initial due diligence work for the project consists of analyzing the feasibility of obtaining air permits and the likely air permit requirements, which have the potential to significantly impact the cost of the facility. In order to ensure that air permitting work continues to proceed expeditiously, the proposed revisions to the MOU pre-authorize cost-sharing of continued work by air permitting consultant, Yorke Engineering. See Item No. FM10 for additional information.

A redlined version of the MOU showing proposed changes is attached, along with a clean version proposed for adoption. Following the due diligence phase, if EBDA or its members elect to move forward with the project, a competitive procurement process would be undertaken to select a private partner with which to execute the preferred project development approach.

MEMORANDUM OF UNDERSTANDING
(Jess Ranch Due Diligence)

This Memorandum of Understanding ("MOU") between East Bay Dischargers Authority, a joint exercise of powers authority ("EBDA"), and California Wood Recycling, Inc. dba Agromin ~~Corporation~~, a California corporation ("Agromin"), is entered as of _____ ("Effective Date"). EBDA and Agromin (each, a "Party" and together, the "Parties") hereby agree as follows:

1. The Property and the Project.

a. Agromin and EBDA desire to explore the potential acquisition of certain real property located at the southern terminus of West Grant Line Road in the County of Alameda, as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein (the "Property").

b. The Property has received certain governmental approvals and land use entitlements for the construction and operation of a composting facility on the Property (the "Project"). Such approvals and entitlements include County of Alameda approval of a conditional use permit and environmental impact report, Alameda County Waste Management Authority determination of conformance with the County Integrated Waste Management Plan, Army Corps of Engineers wetlands approval, US Fish and Wildlife Service incidental take approval, and other discretionary permits and approvals. Additional permits and approvals, including but not limited to permits from the Bay Area Air District (BAAD), Central Valley Regional Water Quality Control Board, and California Department of Resources Recycling and Recovery (CalRecycle) will also be required to be obtained for the Project.

c. The Parties are interested in facilitating the construction and operation of the Project, and its operation as a composting facility that can accept and process biosolids from EBDA's operations. The Parties have not determined the roles and participation of each Party in the acquisition of the Property, the design and construction of the Project, the operation of the Project, and the supply of biosolids to the Project. As the Parties consider these issues, both Parties desire to jointly conduct due diligence activities as needed for each Party to independently analyze the condition of the Property and the feasibility of the Project for the Parties' intended use.

d. This MOU does not constitute a commitment by either Party to enter into or to conduct negotiations towards any agreement to purchase the Property, or to design, construct or operate the Project. As a public agency, EBDA is subject to numerous statutory requirements with respect to such matters, and will need to analyze what transaction structure or structures may lawfully be used in order to comply with such statutory requirements.

2. Due Diligence Activities. Agromin and EBDA agree to jointly conduct due diligence activities with respect to the Property and the Project. EBDA will enter into service agreements with the providers of all due diligence tasks, and will be responsible for administering and supervising such agreements. EBDA ~~sha~~will not enter into, amend, or authorize work under any such service agreement unless the scope and cost of such work have first been approved in writing by both Parties in accordance with Section 4 of this MOU. Notwithstanding anything to the contrary in this MOU, EBDA shall have no obligation to negotiate, enter into, or execute any service agreement with any third-party due diligence activities provider unless and until Agromin has provided prior written approval. Pending the outcome of any task, ~~EBDA~~either Party may elect not to proceed with further due diligence activities. The due diligence tasks may include the following:

a. Air Quality Support. ~~Permitting Feasibility Assessment.~~ EBDA will retain Yorke Engineering, LLC ("Yorke") to prepare air permit applications for the Project in accordance with Yorke's proposal to EBDA dated October 2, 2026, entitled "Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property," attached hereto as Exhibit "B" and incorporated herein (the "Yorke Proposal").

~~a. a qualified consultant mutually acceptable to the Parties to review the feasibility of obtaining permits from the Bay Area Air Quality Management District (BAAQMD or BAAD), including performing a preliminary health risk assessment. The assessment will also address required offsets and likely permit terms.~~

b. Review of Governmental Approvals. EBDA and Agromin will both review the governmental approvals that have been obtained for the Project and the Property, and those approvals that need to be obtained for the construction and operation of the Project for the Parties' intended use on the Property. EBDA will retain a qualified consultant mutually acceptable to the Parties to review the outstanding governmental approvals and advise on feasibility and next steps for obtaining remaining approvals.

c. Preliminary Engineering and Cost Estimate. EBDA will retain a qualified consultant mutually acceptable to the Parties to perform preliminary engineering for the Project, building on the engineering information provided by the Property owner. The goals of the engineering will be to assess Project feasibility and to sufficiently scope the Project such that capital costs can reasonably be estimated.

d. Environmental Assessment. EBDA will obtain a Phase I environmental assessment or peer review of a previous Phase I pertaining to the Property from a qualified environmental consultant mutually acceptable to the Parties. If recommended by the Phase I environmental assessment or peer review, EBDA will obtain other reports or studies with respect to the environmental condition of the Property.

e. Review of Physical Condition of Property. EBDA will obtain information with respect to the physical condition of the Property, including soils, engineering, or similar reports pertaining to the Property which are provided by the owner of the Property. If needed, EBDA will obtain a geotechnical study of the Property from a qualified consultant mutually acceptable to the Parties.

f. Title Report. EBDA will obtain a preliminary title report for the Property from a title insurance company mutually acceptable to the parties.

g. Appraisal. EBDA will obtain a real estate appraisal for the Property from a qualified appraiser mutually acceptable to the Parties.

h. Other. EBDA will obtain such other reports, tests and studies regarding the Property as mutually desired by both Parties.

3. Allocation of Due Diligence Costs. Starting from the Effective Date of this agreement, EBDA and Agromin shall both be responsible for one-half of the costs of all third-party due diligence activities which EBDA obtains pursuant to Section 2 of this MOU and which have been approved in writing by both Parties in accordance with Section 4 of this MOU. Costs incurred by any party prior to the execution of this ~~agreement~~ MOU are not included in this allocation. ~~EBDA shall send periodic invoices to Agromin for its one-half share of the cost of such due diligence activities, together with copies of contractor and consultant invoices for services to be reimbursed, and Agromin shall pay such amounts to EBDA within thirty (30) days of receipt of such invoices from EBDA. Each Party shall bear its own costs and expenses for its own review of due diligence materials, and any internal staff time in connection with the activities undertaken hereunder.~~

Notwithstanding the foregoing, because time is of the essence, ~~the EBDA Board of Directors will not meet until November 2026,~~ and the permitting process with the Bay Area Air District is ~~difficult and~~ time-consuming, ~~the Parties agree that EBDA will retain Yorke Engineering, LLC ("Yorke") to prepare air permit applications for the Project in accordance with Yorke's proposal to EBDA dated October 2, 2026, entitled "Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property," attached hereto as Exhibit "B" and incorporated herein (the "Yorke Proposal").~~ Agromin agrees to pay fifty percent (50%) of the actual cost of Tasks 1 through 4 of the Yorke Proposal, which Yorke estimates at a total of Forty Thousand Seven Hundred Fifty Dollars ($40,750.00), up to a maximum of Twenty Thousand Three Hundred Seventy-Five Dollars ($20,375.00). Execution of this MOU by both Parties shall constitute the prior written approval required by Section 4 for Tasks 1 through 4 of the Yorke Proposal, up to the total estimated cost of $40,750.00, and the cost of such work shall be shared and invoiced as provided in this Section 3. Task 5 of the Yorke Proposal (Follow-Up with the Bay Area Air District), Bay Area Air District application fees, and any additional work or increase in cost shall require separate prior written approval by both Parties pursuant to Section 4.

4. Prior Written Approval of Expenditures. Notwithstanding any other provision of this MOU, no cost, expense, or financial obligation shall be incurred under this MOU, and neither Party shall be responsible for any share of any such cost, unless the specific expenditure, including the scope of work, the not-to-exceed amount, and the consultant or vendor to be paid,

has been approved in writing by an authorized representative of each Party before the cost is incurred. ~~A request for approval shall be made by delivery of written request to Agromin's Authorized Representative describing the scope, provider, and not-to-exceed amount, with a copy of the provider's proposal. Agromin shall approve or disapprove the request, or state specific objections, within ten business days after receipt. For any request with a total cost of $25,000 or less, if Agromin does not respond within ten business days after receipt of the request and a second notice stating that failure to respond will constitute approval, the request is deemed approved. Approval may be given by letter or by email from such authorized representative. Any cost incurred without such prior written approval shall be the sole responsibility of the Party that incurred it. Approval of one expenditure shall not constitute approval of any other expenditure or of any increase in an approved amount, each of which shall require separate prior written approval by both Parties.~~

4.1.1 Approval Process: A request for approval shall be made by delivery of the Cost-Sharing Approval Form attached here as Exhibit C ~~written request~~ to Agromin's Authorized Representative describing the scope, provider, and not-to-exceed amount, with a copy of the provider's proposal. Agromin shall approve or disapprove the request, or state specific objections, within ten business days after receipt. For any request with a total cost of $25,000 or less, if Agromin does not respond within ten business days after receipt of the request and a second notice stating that failure to respond will constitute approval, the request is deemed approved. Approval ~~may~~shall be given ~~by letter or by email from~~by delivery of executed Cost-Sharing Approval form by such A~~a~~uthorized R~~r~~epresentative. Any cost incurred without such prior written approval shall be the sole responsibility of the Party that incurred it. Approval of one expenditure shall not constitute approval of any other expenditure or of any increase in an approved amount, each of which shall require separate prior written approval by both Parties.

4.1.2 Payment: EBDA shall send invoices to Agromin for its one-half share of the cost of such due diligence activities pursuant to the pay schedule set forth in the Cost-Sharing Approval Form, together with copies of contractor and consultant invoices for services to be reimbursed. Agromin shall pay such amounts to EBDA within thirty (30) days of receipt of such invoice(s) from EBDA. Each Party shall bear its own costs and expenses for its own review of due diligence materials, and any internal staff time in connection with the activities undertaken hereunder.

5. Authorized Representatives. Authorized Representatives of the Parties are as follows:

East Bay Dischargers Authority: Jacqueline Zipkin, General Manager

Agromin Corporation: Bill Camarillo, Chief Executive Officer

~~6~~5. Withdrawal. Either Party may withdraw from this MOU at any time, with or without cause, by providing written notice to the other Party. Withdrawal shall be effective thirty (30) days after the other Party's receipt of such notice. Following withdrawal, the withdrawing Party shall remain responsible only for its one-half share of expenditures that were approved or deemed approved pursuant to Section 4 and committed prior to the effective date of withdrawal, and shall have no obligation for any cost related to any service agreement entered into after

termination. The withdrawing Party shall retain its rights under Section 6 to due diligence materials for which it has paid its share.

~~4~~67. **Rights to Due Diligence Materials.** EBDA and Agromin shall each receive copies of all reports, test results, and other written materials produced in connection with the due diligence materials obtained hereunder. EBDA and Agromin shall each have all rights to review, use and rely upon the due diligence materials obtained hereunder.

~~5~~78. **Miscellaneous Provisions.**

a. This MOU, including any exhibits hereto, may be amended only by mutual written agreement of the Parties.

b. Nothing contained in this MOU shall constitute any form of agency relationship, joint venture or partnership between EBDA and Agromin.

c. Any action by any Party to this MOU shall be brought in the appropriate court of competent jurisdiction within the County of Alameda, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. This MOU shall be construed and enforced in accordance with the laws of the State of California.

d. Each party acknowledges that this MOU sets forth all covenants, promises, conditions and understanding between the Parties regarding the matters set forth herein, and there are no promises, conditions, or understandings, either oral or in writing, between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this MOU shall be binding upon the Parties unless reduced to writing and signed by them.

e. No waiver by a Party of any provision of this MOU shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

f. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements whether oral or written. Both Parties have had an equal opportunity to participate in the drafting of this MOU. The usual construction of an agreement as to the drafting party shall not apply to this MOU.

g. In the event of any conflict between Section 4 or Section 5 of this MOU and any other provision of this MOU, Section 4 or Section 5, as applicable, shall control.

The Parties have executed this Memorandum of Understanding effective as of the date set forth above.

EAST BAY DISCHARGERS AUTHORITY,
a joint exercise of powers authority

By: _____
Jacqueline Zipkin, General Manager

CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN ~~CORPORATION~~,
a California corporation

By: _____
Bill Camarillo, Chief Executive Officer

~~Its: _____~~

EXHIBIT A

SITE MAP



EXHIBIT B

YORKE ENGINEERING PROPOSAL

Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property, dated October 2, 2026, including Attachment A (Yorke Engineering, LLC Terms and Conditions)

EXHIBIT C

COST-SHARING APPROVAL FORM

Proposed Contractor Details

- **Contractor Name:** [Company Name]
- **Scope of Work:** [Brief summary of services/deliverables]
- **Proposed Subcontract Value:** $[0.00]
- **Target Execution Date:** [Date]

Cost-Sharing Split

Party	Shared %	Fixed Amount ($)	Payment Terms / Schedule
EBDA	[50%]	$_____	[e.g., 30 days from invoice]
Agromin	[50%]	$_____	[e.g., Direct reimbursement within 15 days]
Total	**100%**	$_____	

Attached Documentation Required for Review

- [ ] Draft Servies Agreement & Statement of Work (SOW)
- [ ] Contractor Fee Schedule / Bid Breakdown

Terms of Approval

1. By signing below, Agromin formally approves the selection of the Contractor, the final price, and the scope of work described herein.
2. EBDA is authorized (but not obligated) to execute the services agreement incorporating these terms.
3. This form serves as the binding Cost-Sharing Agreement required under the MOU.

EAST BAY DISCHARGERS AUTHORITY, a joint exercise of powers authority By: _____ Jacqueline Zipkin, General Manager	CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN, a California corporation By: _____ Bill Camarillo, Chief Executive Officer

MEMORANDUM OF UNDERSTANDING
(Jess Ranch Due Diligence)

This Memorandum of Understanding ("MOU") between East Bay Dischargers Authority, a joint exercise of powers authority ("EBDA"), and California Wood Recycling, Inc. dba Agromin, a California corporation ("Agromin"), is entered as of _____ ("Effective Date"). EBDA and Agromin (each, a "Party" and together, the "Parties") hereby agree as follows:

1. The Property and the Project.

a. Agromin and EBDA desire to explore the potential acquisition of certain real property located at the southern terminus of West Grant Line Road in the County of Alameda, as depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein (the "Property").

b. The Property has received certain governmental approvals and land use entitlements for the construction and operation of a composting facility on the Property (the "Project"). Such approvals and entitlements include County of Alameda approval of a conditional use permit and environmental impact report, Alameda County Waste Management Authority determination of conformance with the County Integrated Waste Management Plan, Army Corps of Engineers wetlands approval, US Fish and Wildlife Service incidental take approval, and other discretionary permits and approvals. Additional permits and approvals, including but not limited to permits from the Bay Area Air District (BAAD), Central Valley Regional Water Quality Control Board, and California Department of Resources Recycling and Recovery (CalRecycle) will also be required to be obtained for the Project.

c. The Parties are interested in facilitating the construction and operation of the Project, and its operation as a composting facility that can accept and process biosolids from EBDA's operations. The Parties have not determined the roles and participation of each Party in the acquisition of the Property, the design and construction of the Project, the operation of the Project, and the supply of biosolids to the Project. As the Parties consider these issues, both Parties desire to jointly conduct due diligence activities as needed for each Party to independently analyze the condition of the Property and the feasibility of the Project for the Parties' intended use.

d. This MOU does not constitute a commitment by either Party to enter into or to conduct negotiations towards any agreement to purchase the Property, or to design, construct or operate the Project. As a public agency, EBDA is subject to numerous statutory requirements with respect to such matters, and will need to analyze what transaction structure or structures may lawfully be used in order to comply with such statutory requirements.

2. Due Diligence Activities. Agromin and EBDA agree to jointly conduct due diligence activities with respect to the Property and the Project. EBDA will enter into service agreements with the providers of all due diligence tasks, and will be responsible for administering and supervising such agreements. EBDA will not enter into, amend, or authorize work under any such service agreement unless the scope and cost of such work have first been approved in writing by both Parties in accordance with Section 4 of this MOU. Notwithstanding anything to the contrary in this MOU, EBDA shall have no obligation to negotiate, enter into, or execute any service agreement with any third-party due diligence activities provider unless and until Agromin has provided prior written approval. Pending the outcome of any task, either Party may elect not to proceed with further due diligence activities. The due diligence tasks may include the following:

a. Air Quality Support. EBDA will retain Yorke Engineering, LLC ("Yorke") to prepare air permit applications for the Project in accordance with Yorke's proposal to EBDA dated October 2, 2026, entitled "Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property," attached hereto as Exhibit "B" and incorporated herein (the "Yorke Proposal").

b. Review of Governmental Approvals. EBDA and Agromin will both review the governmental approvals that have been obtained for the Project and the Property, and those approvals that need to be obtained for the construction and operation of the Project for the Parties' intended use on the Property. EBDA will retain a qualified consultant mutually acceptable to the Parties to review the outstanding governmental approvals and advise on feasibility and next steps for obtaining remaining approvals.

c. Preliminary Engineering and Cost Estimate. EBDA will retain a qualified consultant mutually acceptable to the Parties to perform preliminary engineering for the Project, building on the engineering information provided by the Property owner. The goals of the engineering will be to assess Project feasibility and to sufficiently scope the Project such that capital costs can reasonably be estimated.

d. Environmental Assessment. EBDA will obtain a Phase I environmental assessment or peer review of a previous Phase I pertaining to the Property from a qualified environmental consultant mutually acceptable to the Parties. If recommended by the Phase I environmental assessment or peer review, EBDA will obtain other reports or studies with respect to the environmental condition of the Property.

e. Review of Physical Condition of Property. EBDA will obtain information with respect to the physical condition of the Property, including soils, engineering, or similar reports pertaining to the Property which are provided by the owner of the Property. If needed, EBDA will obtain a geotechnical study of the Property from a qualified consultant mutually acceptable to the Parties.

f. Title Report. EBDA will obtain a preliminary title report for the Property from a title insurance company mutually acceptable to the parties.

g. Appraisal. EBDA will obtain a real estate appraisal for the Property from a qualified appraiser mutually acceptable to the Parties.

h. Other. EBDA will obtain such other reports, tests and studies regarding the Property as mutually desired by both Parties.

3. Allocation of Due Diligence Costs. Starting from the Effective Date of this agreement, EBDA and Agromin shall both be responsible for one-half of the costs of all third-party due diligence activities which EBDA obtains pursuant to Section 2 of this MOU and which have been approved in writing by both Parties in accordance with Section 4 of this MOU. Costs incurred by any party prior to the execution of this MOU are not included in this allocation.

Notwithstanding the foregoing, because time is of the essence, and the permitting process with the Bay Area Air District is time-consuming, Agromin agrees to pay fifty percent (50%) of the actual cost of Tasks 1 through 4 of the Yorke Proposal, which Yorke estimates at a total of Forty Thousand Seven Hundred Fifty Dollars ($40,750.00), up to a maximum of Twenty Thousand Three Hundred Seventy-Five Dollars ($20,375.00). Execution of this MOU by both Parties shall constitute the prior written approval required by Section 4 for Tasks 1 through 4 of the Yorke Proposal, up to the total estimated cost of $40,750.00, and the cost of such work shall be shared and invoiced as provided in this Section 3. Task 5 of the Yorke Proposal (Follow-Up with the Bay Area Air District), Bay Area Air District application fees, and any additional work or increase in cost shall require separate prior written approval by both Parties pursuant to Section 4.

4. Prior Written Approval of Expenditures. Notwithstanding any other provision of this MOU, no cost, expense, or financial obligation shall be incurred under this MOU, and neither Party shall be responsible for any share of any such cost, unless the specific expenditure, including the scope of work, the not-to-exceed amount, and the consultant or vendor to be paid, has been approved in writing by an authorized representative of each Party before the cost is incurred.

4.1.1 Approval Process: A request for approval shall be made by delivery of the Cost-Sharing Approval Form attached here as Exhibit C to Agromin's Authorized Representative describing the scope, provider, and not-to-exceed amount, with a copy of the provider's proposal. Agromin shall approve or disapprove the request, or state specific objections, within ten business days after receipt. For any request with a total cost of $25,000 or less, if Agromin does not respond within ten business days after receipt of the request and a second notice stating that failure to respond will constitute approval, the request is deemed approved. Approval shall be given by delivery of executed Cost-Sharing Approval form by such Authorized Representative. Any cost incurred without such prior written approval shall be the sole responsibility of the Party that incurred it. Approval of one expenditure shall not constitute approval of any other expenditure or of any increase in an approved amount, each of which shall require separate prior written approval by both Parties.

4.1.2 Payment: EBDA shall send invoices to Agromin for its one-half share of the cost of such due diligence activities pursuant to the pay schedule set forth in the Cost-Sharing Approval Form, together with copies of contractor and consultant invoices for services to be reimbursed. Agromin shall pay such amounts to EBDA within thirty (30) days of receipt of such invoice(s) from EBDA. Each Party shall bear its own costs and expenses for its own review of due diligence materials, and any internal staff time in connection with the activities undertaken hereunder.

5. Authorized Representatives. Authorized Representatives of the Parties are as follows:

East Bay Dischargers Authority: Jacqueline Zipkin, General Manager

Agromin Corporation: Bill Camarillo, Chief Executive Officer

6. Withdrawal. Either Party may withdraw from this MOU at any time, with or without cause, by providing written notice to the other Party. Withdrawal shall be effective thirty (30) days after the other Party's receipt of such notice. Following withdrawal, the withdrawing Party shall remain responsible only for its one-half share of expenditures that were approved or deemed approved pursuant to Section 4 and committed prior to the effective date of withdrawal, and shall have no obligation for any cost related to any service agreement entered into after termination. The withdrawing Party shall retain its rights under Section 6 to due diligence materials for which it has paid its share.

7. Rights to Due Diligence Materials. EBDA and Agromin shall each receive copies of all reports, test results, and other written materials produced in connection with the due diligence materials obtained hereunder. EBDA and Agromin shall each have all rights to review, use and rely upon the due diligence materials obtained hereunder.

8. Miscellaneous Provisions.

a. This MOU, including any exhibits hereto, may be amended only by mutual written agreement of the Parties.

b. Nothing contained in this MOU shall constitute any form of agency relationship, joint venture or partnership between EBDA and Agromin.

c. Any action by any Party to this MOU shall be brought in the appropriate court of competent jurisdiction within the County of Alameda, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. This MOU shall be construed and enforced in accordance with the laws of the State of California.

d. Each party acknowledges that this MOU sets forth all covenants, promises, conditions and understanding between the Parties regarding the matters set forth herein, and there are no promises, conditions, or understandings, either oral or in writing, between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this MOU shall be binding upon the Parties unless reduced to writing and signed by them.

e. No waiver by a Party of any provision of this MOU shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision.

f. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements whether oral or written. Both Parties have had an equal opportunity to participate in the drafting of this MOU. The usual construction of an agreement as to the drafting party shall not apply to this MOU.

g. In the event of any conflict between Section 4 or Section 5 of this MOU and any other provision of this MOU, Section 4 or Section 5, as applicable, shall control.

The Parties have executed this Memorandum of Understanding effective as of the date set forth above.

EAST BAY DISCHARGERS AUTHORITY,
a joint exercise of powers authority

By: _____
Jacqueline Zipkin, General Manager

CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN,
a California corporation

By: _____
Bill Camarillo, Chief Executive Officer

EXHIBIT A

SITE MAP



EXHIBIT B

YORKE ENGINEERING PROPOSAL

Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property, dated October 2, 2026, including Attachment A (Yorke Engineering, LLC Terms and Conditions)

EXHIBIT C

COST-SHARING APPROVAL FORM

Proposed Contractor Details

- **Contractor Name:** [Company Name]
- **Scope of Work:** [Brief summary of services/deliverables]
- **Proposed Subcontract Value:** $[0.00]
- **Target Execution Date:** [Date]

Cost-Sharing Split

Party	Shared %	Fixed Amount ($)	Payment Terms / Schedule
EBDA	[50%]	$_____	[e.g., 30 days from invoice]
Agromin	[50%]	$_____	[e.g., Direct reimbursement within 15 days]
Total	**100%**	$_____	

Attached Documentation Required for Review

- [ ] Draft Servies Agreement & Statement of Work (SOW)
- [ ] Contractor Fee Schedule / Bid Breakdown

Terms of Approval

1. By signing below, Agromin formally approves the selection of the Contractor, the final price, and the scope of work described herein.
2. EBDA is authorized (but not obligated) to execute the services agreement incorporating these terms.
3. This form serves as the binding Cost-Sharing Agreement required under the MOU.

EAST BAY DISCHARGERS AUTHORITY, a joint exercise of powers authority By: _____ Jacqueline Zipkin, General Manager	CALIFORNIA WOOD RECYCLING, INC. DBA AGROMIN, a California corporation By: Bill Camarillo, Chief Executive Officer

ITEM NO. FM10 AUTHORIZATION FOR THE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH YORKE ENGINEERING, LLC FOR AIR QUALITY SUPPORT IN THE AMOUNT OF $45,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF $61,784

Recommendation
Authorize the General Manager to execute an amendment to the Agreement with Yorke Engineering.

Strategic Plan Linkage

6. **Internal Collaboration:** Expand cooperation among EBDA Member Agencies to improve economies of scale, reduce duplication of effort, and enhance each Agency's capacity.
    c. Advance a joint Biosolids Management Strategy.

Background
As discussed in Item No. FM9, the Authority, in collaboration with Agromin Corporation (Agromin), is conducting due diligence work to assess the feasibility of developing a biosolids composting facility at the Jess Ranch property in eastern Alameda County. Working with Agromin and with EBDA's Managers Advisory Committee (MAC), staff determined that the most critical threshold issue for project feasibility is the ability to get permits from the Bay Area Air District (Air District). Air permitting for even simple projects is very time-consuming, and concerns were raised that a complex project like this may not be able to secure an air permit, or that the need to purchase offsets or to enclose all facilities could make the project financially infeasible.

Based on their unique expertise conducting engineering analyses accepted by Air District as part of permit applications, and negotiating with Air District and other air districts to secure reasonable permits for compost facilities and similar complex projects, EBDA selected Yorke Engineering (Yorke) to perform an Air District Permit Feasibility Study for the Jess Ranch Project. The contract for $16,784 was issued under the General Manager's authority.

Yorke conducted the study, working iteratively with Agromin to understand and refine project design and operational features. Yorke concluded that securing air permits appears to be feasible and that emissions can be kept below the threshold for requiring offsets. In order to fully understand Air District's likely permit conditions and determination of Best Available Control Technology (BACT), which will drive issues like enclosure of facilities, Yorke recommended beginning a dialogue with Air District staff through development and submittal of permit applications.

Discussion
Staff is recommending that the Commission approve amending Yorke's contract to perform this permitting work. Per the attached proposal, Yorke estimates the development of the permit applications to be $40,750. Follow-up with Air District is shown as time and

materials. Staff is recommending rounding the amendment to $45,000 to account for this follow-up.

Under the MOU with Agromin being considered in Item No. FM9, costs for this work will be split 50/50 between the Authority and Agromin, beginning with this scope. Therefore, the Authority's expected expenditure under this contract will be $16,784 for the first phase, which was conducted prior to MOU execution, plus half of the $45,000 amendment, for a total of $39,284. This would be drawn from the $300,000 authorized by the Commission in the FY 2026/2027 Budget for Jess Ranch due diligence.

EBDA staff is also exploring whether Air District's Engineering Program Manager (EPM) process would be advantageous for permitting the Jess Ranch Project. The Bay Area Clean Water Agencies (BACWA), a Joint Powers Authority of which EBDA is a member, recently entered into an MOU with Air District to pilot EPM services. At a BACWA agency's request, an Air District EPM can be assigned to act as a concierge for the permit, facilitating dialogue with other Air District staff and expeditiously shepherding a complex permit application through Air District's process. The EPM's time is billed to BACWA, who passes it through to the permittee agency. Staff will be meeting with Air District staff on November 16 for a preliminary discussion on the applicability of the EPM process to the Jess Ranch Project.

October 2, 2026

Ms. Jackie Zipkin
General Manager
East Bay Dischargers Authority
2651 Grant Avenue
San Lorenzo, CA 94580
E-mail: JZipkin@EBDA.org

Subject: Proposal – Air Quality Support – Bay Area Air District Permitting for a Co-Composting Facility at the Jess Ranch Property

Dear Ms. Zipkin:

Thank you for this opportunity to assist East Bay Dischargers Authority (EBDA) by providing air quality and environmental compliance services.

QUALIFICATIONS

Yorke Engineering, LLC (Yorke) was founded in 1996 to provide professional air quality and environmental services to clients in government and industry. We have offices across the State in Alameda, Fresno, Merced, San Francisco, Ventura, Orange, Los Angeles, San Diego, and Riverside Counties. Yorke specializes in air quality and environmental permitting and compliance under the jurisdiction of the Bay Area Air District and other California air districts. Since our founding, we have served over 2,350 clients, including composting facilities, landfills, manufacturing companies, power generation facilities, utilities, cities, counties, hospitals, large industrial facilities, petroleum distribution and refining operations, chemical manufacturing companies, and special districts, among others. We routinely work with and are well respected by various agency staff, such as the Bay Area Air District, Region IX of the United States Environmental Protection Agency (U.S. EPA), and the California Air Resources Board (CARB).

Yorke has performed well over 12,000 air quality projects, including over 3,000 air permit applications, over 500 health risk assessments (HRAs), Title V renewal applications, air quality emission inventories, and analyses involving stationary and mobile sources. Yorke has been involved in permitting and compliance for Title V, New Source Review (NSR), and National Emission Standards for Hazardous Air Pollutants (NESHAPs), and we have been successful in working with the Bay Area Air District to resolve critical permitting and compliance issues.

Yorke has 60 air quality specialists in California. Staff members at Yorke come from various science and engineering academic backgrounds, all adding to our extensive air permitting expertise and culminating in over 1,000 years of combined experience. Through our demonstrated experience and outstanding working relationship with the Bay Area Air District, Yorke staff members are familiar with the regulatory issues that face all projects and are able to effectively advise our clients about these issues at each phase of their project. We routinely work with permitting staff, compliance inspectors, and all levels of management to successfully overcome critical regulatory hurdles on behalf of our clients.

For more information on Yorke, please visit our website at www.YorkeEngr.com.

SOLID WASTE PROJECT EXPERIENCE

Some of Yorke's experience with air permitting, CEQA, and compliance support, specifically for solid waste facilities, are listed in Table 1 below. Please keep in mind that this is just a sample and Yorke's actual experience is far more comprehensive than presented in this proposal.

Table 1: Completed and Ongoing Solid Waste and Composting Projects

Facility Type	Location	Air District	Work Performed
Solid Waste Facility	Santa Clara, CA	Bay Area Air District	Food Waste Process Permitting for Facility Processing Approximately 100 Tons Per Day
Recycling and Solid Waste Facility	San Leandro, CA	Bay Area Air District	Permit Feasibility Evaluation for Solid Waste Construction, Demolition, and Inert (CDI) Facility
Landfill/Compost Facility	Hayward, CA	Bay Area Air District	Rule 2-5 and California Environmental Quality Act (CEQA) HRAs and Modeling for Plant Expansion
Landfill/Compost Facility	Half Moon Bay, CA	Bay Area Air District	CASP Air Permitting and Preliminary CEQA Study for New Compost Facility
Material Recovery Facility	San Jose, CA	Bay Area Air District	Air Permit Applications, Toxics HRA, and Waste Pile Emissions Testing/Air Monitoring
Composting and Recycling Facility	Gilroy, CA	Bay Area Air District	Air Permit Applications for CASP Compost Project; Odor Modeling to Support CEQA Review
Municipal Solid Waste (MSW) Transfer Station	Milpitas, CA	Bay Area Air District	Ventilation System Design Evaluation, Odor Control Permitting
Composting Facility	Napa, CA	Bay Area Air District	Air Permit Applications for Feedstock Processing Equipment, HRA, and Negotiation of Air Permit Conditions
City of Napa	Napa, CA	Bay Area Air District	Air Permitting for Anaerobic Digester and Engines
Composting Facility	St. Helena, CA	Bay Area Air District	Air Permitting and HRA for CASP
Composting Facility	Petaluma, CA	Bay Area Air District	Agency Negotiations and Evaluation of Compost Emission Factors for Air Permitting and CEQA Applicability
Landfill/Compost Facility	Calistoga, CA	Bay Area Air District	Air Permitting for Compost Facility
Composting Facility	San Leandro, CA	Bay Area Air District	On-Site Compliance Support, Permitting and Air Monitoring
Material Recovery Facility	Santa Rosa, CA	Bay Area Air District	Air Permitting

Facility Type	Location	Air District	Work Performed
Organics Processing Facility	San Francisco, CA	Bay Area Air District	Source Testing, Odor Management, and HRA
Windrow Compost Facility	Lakeview, CA	LCAQMD	Air Permitting of Shredders, Screens, Portable Engine; CEQA Air Quality and GHG Technical Report
MSW Gasification	Yosemite, CA	MCAPCD	Air Permitting Support and CEQA Review
Waste-to-Energy Facility	San Bernardino, CA	MDAQMD	Anaerobic Digestion System Permitting
Composting Facility	Elk Grove, CA	Sac Metro Air District	Permit Applications and CEQA Stationary Source Emissions Report
Renewable Natural Gas (RNG) Facility	Irvine, CA	SCAQMD	Permitting and CEQA Air Quality, Greenhouse Gas (GHG), HRA, and Noise Analysis for New RNG Facility
Waste Transfer Station	Huntington Beach, CA	SCAQMD	Permitting and Emissions Study
Waste and Recycling Company	Perris, CA	SCAQMD	Air Permitting and Source Testing
Landfill	Los Angeles, CA	SCAQMD	Best Available Technology (BACT) Analysis and Permitting
Organic Waste Processing Facility	Lakeside, CA	SDAPCD	Major Use Permit Application, with Air Quality and GHG CEQA Analyses
Landfill/Compost Facility	Stockton, CA	SJVAPCD	Permitting and CEQA HRAs for Plant Expansion
Landfill/Compost Facility	Merced, CA	SJVAPCD	Air Permit Applications for CASP Facility and CEQA Analysis for Compost Facility
Landfill/Compost/Biomass Conversion Facility	Visalia, CA	SJVAPCD	Air Permit Applications for CASP and Biomass Conversion Facility and CEQA Analysis for Compost Facility at Regional Landfill
Solid Waste Management Facility and Bioenergy Power Plant	Lost Hills, CA	SJVAPCD	Air Permit Applications for CASP and Bioenergy Facility, CEQA Analysis for Compost and Bioenergy Facilities at Regional Landfill, and Support with Emission Reduction Credit (ERC) Strategy
MSW Gasification	Various Locations in CA	Various	Air Permitting Support and CEQA Applicability Analysis

*Air district key:

- LCAQMD – Lake County Air Quality Management District
- MCAPCD – Mariposa County Air Pollution Control District
- Sac Metro Air District – Sacramento Metropolitan Air Quality Management District

- SCAQMD – South Coast Air Quality Management District
- SJVAPCD – San Joaquin Valley Air Pollution Control District

BACKGROUND

We understand EBDA is planning to build and operate a new 550 ton-per-day (TPD), 7 days, composting operation located at 5850 Jess Ranch Road in Tracy, CA. The proposed project site is located in Alameda County, within the jurisdiction of the Bay Area Air District. The proposed facility will receive approximately equal amounts of two feedstocks: biosolids from local wastewater treatment plants (WWTPs) and residential yard waste with up to 3% food residuals. The material will be received in a tipping building served by a biofilter. The feedstocks will be blended in the tipping building prior to being placed in a covered aerated static pile (CASP). The CASP will be operated with negative aeration and emissions will be controlled by a biofilter. Additional emission sources will include finished compost storage piles and a grinder. Stationary equipment, including grinders, screens, blenders, and conveyors, will be electric-powered.

Yorke recently completed a preliminary feasibility study for this project. One key takeaway from that study was that the Best Available Control Technology (BACT) requirements could not be confirmed with certainty. This conclusion is due partly because the composting industry is rapidly evolving to lower-emitting technologies, and partly because the Bay Area Air District will have the final say when determining BACT. Yorke recommended that EBDA submit an air permit application to the Bay Area Air District as soon as possible so that the air district can be expeditiously engaged in the BACT discussion. This proposal provides the scope of work and budget to prepare the air permit application.

SCOPE OF WORK

The scope of work includes the effort to prepare permit applications for submittal to the Bay Area Air District for the proposed composting project. A composting project typically requires permits for the feedstock storage piles, feedstock blending, grinding, active composting, curing, screening, finished compost storage, and compost load-out. Emission control biofilters also require permits. Based on the preliminary engineering and equipment lists provided by the Gross Garbage Group, Yorke expects the permit units at the proposed facility to include:

- Yard waste storage pile/building;
- Biosolids storage pile/building;
- Electric wood grinder with short discharge conveyor;
- Stacking conveyor from grinder discharge conveyor to stockpile (in building);
- Horizontal auger mixers (two);
- Screw conveyor and stacking conveyor from mixers to outside of building stockpile;
- Trommel screen;
- Radial stacking conveyor composting system (active composting and curing);
- Blended feedstock storage pile for short-term storage of work-in-process;
- CASP composting system (negatively aerated primary and positively aerated secondary);

- Biofilter serving the biosolids building, yard waste building, and primary CASP; and
- Finished compost storage and associated material handling and product load-out.

We will perform the following tasks as necessary:

Task 1 – Collect Data

From EBDA and/or Gross Garbage Group, Yorke will collect and review the data on the proposed equipment and location/facility. We assume the information will be complete and will be provided in a timely manner. We understand that Gross Garbage Group has provided a substantial amount of information regarding the project during the feasibility study phase and following the feasibility study report in anticipation of the air permit applications. Additional data collection may be required to clarify various the project requirements and finalize the proposed equipment list and site layout.

Task 2 – Emission Calculations

Using the data collected, Yorke will quantify the emissions on an hourly, daily, and annual basis for use in the permit applications for regulatory analysis purposes. If applicable, we will calculate the fugitive emissions and take into account any control systems in place. Yorke developed preliminary emission estimates for the feasibility study, which will be refined based on the latest project information.

Task 3 – Prepare Permit Applications to Bay Area Air District Standards

Yorke will prepare a permit application package to Bay Area Air District standards for the sources that require permits. The applications will include the emission calculations prepared in Task 2, and an analysis of Bay Area Air District regulations to show compliance with the relevant rules. NSR requirements will be discussed, including BACT and offset [Emission Reduction Credit (ERC)] requirements. Yorke will complete the Bay Area Air District application forms, including general and source-specific forms. These forms include information on the facility, owner/operator, equipment specifications, and emissions. We assume that BACT requirements will be met by the proposed system configuration.

A draft permit application package will be submitted to EBDA for review and comment. Following incorporation of comments, a final application document will be provided to EBDA for signature and submittal to the Bay Area Air District. Application fees will be paid by EBDA.

Deliverable: One permit application package consisting of 13 applications, as listed in Table 2.

Task 4 – Project Management Support

This task includes time for project management of the efforts described in the following permitting tasks below. This includes staffing, quality control, for the internal project management items. External project management will include meetings/conference calls explaining regulatory issues that come up, budget control and communication, project setup, project updates and tracking, etc. For this authorization, we have included costs to date related to the follow-up for the feasibility study but not included in that study's scope of work, including additional planning and analysis of HRA data and BACT in other air districts, etc.

Task 5 – Follow-Up with the Bay Area Air District

After application submittal, we will follow up with the Bay Area Air District to answer questions and track the status of the applications. We will work closely with Bay Area Air District staff to facilitate processing of the permit applications. We will also review the Authority to Construct (ATC) permits to ensure correctness. Since the Bay Area Air District questions, data requests, and negotiations can vary significantly depending on the project, the air district internal policies, and the staff assigned, we will support this follow-up effort on a time and materials basis (T&M) as needed.

COST ESTIMATE

We propose to perform this effort on a T&M basis. Thus, only the effort required will be billed on a monthly invoicing cycle. If additional or unusual circumstances arise (for example, on-site meetings, changes to the specified equipment, inclusion of other emission sources, or extensive negotiations with the air district) and additional effort is needed, authorization will be obtained prior to any additional effort.

Table 2: Estimated Project Hours and Cost Estimate for 13 Permit Applications

Task	Description	Hours	Cost Estimate
1-3	Yard Waste Storage Pile/Building Permit Application	12	$3,000.00
1-3	Biosolids Storage Pile/Building Permit Application	12	$3,000.00
1-3	Electric Wood Grinder Permit Application	12	$3,000.00
1-3	Stacking Conveyor from Grinder Discharge Conveyor to Stockpile Permit Application	12	$3,000.00
1-3	Horizontal Auger Mixer #1 Permit Application	12	$3,000.00
1-3	Horizontal Auger Mixer #2 Permit Application	3	$750.00
1-3	Screw Conveyor and Stacking Conveyor from Mixers to Outside of Building Stockpile Permit Application	8	$2,000.00
1-3	Trommel Screen Permit Application	10	$2,500.00
1-3	Radial Stacking Conveyor Composting System Permit Application	8	$2,000.00
1-3	Blended Feedstock Storage Pile Permit Application	10	$2,500.00
1-3	CASP Composting System Permit Application	18	$4,500.00
1-3	Biofilter Permit Application	8	$2,000.00
1-3	Finished Compost Storage Permit Application	8	$2,000.00
4	Project Management Support	30	$7,500.00
5	Follow-Up with the Bay Area Air District	T&M	T&M
	Total Estimate	**163**	**$40,750.00**

Table 3: 2026 Labor Rates*

Labor Category	Labor Rate ($/Hour)
Principal Engineer/Scientist II	$278
Principal Engineer/CIH/Scientist I	$267
Senior Engineer	$250
Senior Scientist	$236
Engineer	$212
Scientist	$190
Technical Staff	$159
Project Support Staff	$142
Administrative	$93
ODCs**	

*Labor rates adjust by 4% rounded to the nearest dollar on January 1st of each year. Overtime, if required, will be billed at 1.3 times the listed rate.

**Other direct costs, such as shipping and copies, will be billed at cost, and mileage will be billed at the standard IRS rate, except subcontracted services, if required, will be marked up 10%.

Assumptions

In preparation of our estimate, we have made the following assumptions:

- EBDA/Gross Garbage Group will complete and return the information requested in a timely manner;
- Meetings at the facility or Bay Area Air District offices, if needed, will be proposed separately;
- The equipment configuration will meet regulatory requirements, including BACT, rule limits, and toxic health risk limits;
- Assistance with California Environmental Quality Act (CEQA) requirements, if needed, will be proposed separately;
- Ambient air quality modeling and/or health risk modeling using the Office of Environmental Health Hazard Assessment (OEHHA) protocols, if required, will be proposed separately;
- Assistance with public notice, if required, will be proposed separately (e.g., K-12 schools within 1,000 feet of the equipment);
- One draft and one final permit application package will be prepared, and any equipment configuration or material use changes leading to analysis revisions will be estimated separately as needed;
- Assistance with mobile equipment registration in the Diesel Off-Road Online Reporting System (DOORS) program, if required, will be proposed separately;
- Source test support can be provided as a follow-on task;
- EBDA is responsible for providing ERCs for emissions in excess of the offset threshold, if required; and

- Application fees will be paid by EBDA.

AUTHORIZATION TO PROCEED

If you concur with our proposal, you may simply e-mail back this signed contract for us to begin, or if you prefer you may incorporate this proposal into your own purchase order or contract. The terms and conditions for performing this effort are contained in Attachment A.

Thank you again for this opportunity to assist in this project, and we look forward to working with you. If you have any questions, please call me at (949) 248-8490.

Sincerely,

Trevor Yorke

Trevor Yorke
Director of Operations
Contracts@YorkeEngr.com

_____ _____

Signature of Agreement Date

_____

Printed Name and Title

ATTACHMENT A

Yorke Engineering, LLC Terms and Conditions

Scope of Services

Yorke Engineering, LLC ("Yorke") agrees to perform the services particularly described in the agreement to which these terms are attached. The services are to be performed by Yorke as a consultant to East Bay Dischargers Authority (CLIENT).

Compensation

CLIENT agrees to pay, and Yorke agrees to accept, compensation in accordance with the agreement to which these terms are attached. Payment will be made Net 30 days.

Responsibility of Yorke Engineering

Yorke is an independent contractor. CLIENT shall not direct the services or the means for accomplishment of the services to be performed. CLIENT, however, retains the right to require the services provided by Yorke to meet specific standards and requirements of the project without regard to the manner and means of accomplishment thereof.

Termination

CLIENT may terminate this contract for its convenience. Yorke shall be compensated for services provided to the date of termination. If Yorke persistently fails to provide the services in a manner satisfactory to CLIENT, then CLIENT may terminate this contract. Yorke shall be compensated for completed and useful services provided to the date of termination.

Choice of Law/Jurisdiction

This contract shall be subject to the laws of the State of California. Jurisdiction of litigation shall be in that state.

Severability

If any part of this contract is found to conflict with applicable laws, such part shall be null and void, but the remainder of this contract shall be in full force and effect.

Limitation of Liability

It is specifically agreed by and between Yorke and CLIENT, as a reasonable allocation of risks hereunder, that in no event shall Yorke's liability (including Yorke's employees, subcontractors, and consultants) to CLIENT exceed:

A. As to liabilities relating to defects of design, remedial action, failure to render services, ordinary negligence, errors and omissions, permitting, and other similar actions arising under any individual project, not more than the dollar value of the applicable project; or

B. As to all other remaining liabilities of every kind or nature, the sum of $5,000.00 in aggregate for all such liabilities under this contract.

CLIENT agrees that any claim for damages filed against Yorke by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against Yorke or its

successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the services.

Consequential Damages

Yorke shall not be liable to CLIENT for any incidental, indirect, special, or consequential damages (including but not limited to damages for loss of use, power, business good will, revenue, or profit, nor for increased expenses or business interruption) arising out of or related to the performance or non-performance of this contract and related project.

Non-Solicitation and Recruiting Fees

During the term of this agreement and for 2 years from the date the agreement is terminated, CLIENT will not directly or indirectly, on their own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any Yorke employee for employment.

If a violation of the Non-Solicitation portion of this agreement is discovered, or the CLIENT chooses to hire the aforementioned Yorke employee, the CLIENT agrees to pay Yorke a fee equal to an amount of 75% of the Yorke employee's current salary within 10 business days as a recruiting fee.

Indemnity

Yorke agrees to indemnify CLIENT, its directors, employees, and officers, from and against only those direct claims, causes of action, liabilities, costs, or expenses, including reasonable attorneys' fees (excluding consequential and indirect damages) finally awarded and attributable directly to bodily injury, death, or property damage that CLIENT incurs as a result of actions and that arises directly out of and to the extent of Yorke's negligent acts or willful misconduct in and occurring during the performance of this contract. CLIENT shall provide Yorke reasonable assistance in defense or settlement of such claims. All of the indemnity and other provisions of this paragraph shall also reciprocally apply so that CLIENT is the indemnitor and Yorke is the indemnitee in a corresponding indemnity by CLIENT in favor of Yorke. In the event any liability to a third party results from the joint, concurrent, or combined negligence of Yorke and CLIENT, then Yorke and CLIENT will only indemnify, defend, and hold each other harmless to the extent of the indemnitor's allocable portion of such joint, concurrent, or combined negligence. Yorke shall not be responsible for any damages, costs, or other liability arising out of precontract or site environmental problems or for any liabilities that may arise from the non-negligent performance by Yorke of the work.

Integration

The terms and the agreement to which they are attached represent the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This contract may not be modified except in writing, signed by both parties.