

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA

IN THE MATTER OF THE GRANTING) RESOLUTION OF INTENTION AND
OF A NON-EXCLUSIVE FRANCHISE TO) NOTICE OF PUBLIC PROTEST HEARING
TORO ENERGY OF CALIFORNIA AA, LLC)

WHEREAS, the Director of the Department of Public Works and Planning (the "Director") informed the Board of Supervisors (the "Board") of the County of Fresno (the "County") that Toro Energy of California AA, LLC has submitted a written application requesting a franchise to be granted to Toro Energy of California AA, LLC to construct, maintain and use pipes and appurtenances for transmitting derived gas for any and all purposes, as allowed by a County-approved conditional use permit and/or road permit condition, in, along, across, upon, and under public streets and highways within the unincorporated area of Fresno County;

WHEREAS, the Director has recommended to Board, that the franchise, if granted, shall be granted to Toro Energy of California AA, LLC, on a non-exclusive basis, for transmitting derived gas from Toro Energy of California AA, LLC's landfill-gas-to-energy project ("LFGTE project") at the County's American Avenue Disposal Site ("County's AADS") for any and all purposes, as allowed by a County-approved conditional use permit and/or road permit condition, from the LFGTE project at the County's AADS at 18950 W. American Ave, Kerman, in, along, across, upon, and under the following public streets and highways within the unincorporated area of Fresno County: from the County's AADS, eastward on W. American Avenue for approximately 4 miles, and then southward on S. Madera Avenue for approximately 4 miles, to a PG&E connection location approximately a half of a mile north of W. Manning Avenue, just east of S. Madera Avenue/SR 145, Kerman (collectively, the "Franchise Area"); and

WHEREAS, the Department of Public Works and Planning reports that this application request has been studied and the Director recommends the following:

(1) That the Board declares its intention to grant a franchise, on a non-exclusive basis, to Toro Energy of California AA, LLC, ("Toro Energy") to transmit derived gas from Toro Energy of California

1 AA, LLC's LFGTE project at the County's AADS unincorporated area of the County, as provided and
2 recommended above by the Director, for a term not to exceed twenty-five (25) years from and after
3 the date that, after Grantee has provided the bond, referenced below, to the County and accepted by
4 the Director, the County has issued a permit for Toro Energy to commence construction within the
5 Franchise Area.

6 (2) That the franchise is to be granted to Toro Energy, on a non-exclusive basis, in accordance
7 with the provisions of the Franchise Act of 1937 (Public Utilities Code, Sections 6201 et seq.).

8 (3) If the non-exclusive franchise is granted, Toro Energy shall annually, commencing on the
9 first date when Toro Energy receives derived gas pursuant to Section 1.26 of the Revenue
10 Agreement, pay a franchise fee of two percent (2%) of its gross annual receipts to the County, arising
11 from the use, operation or possession of the franchise, plus any surcharges, if applicable to Toro
12 Energy, under the Public Utilities Code, sec. 6350, et seq., successor legislation, or other legislation
13 applicable to franchisee or derived gas enacted by the State of California. In the event such annual
14 payment is not made, the non-exclusive franchise will be forfeited. "Gross annual receipts" means
15 all income received by Toro Energy under the Revenue Agreement without any deductions, offsets
16 or credits described in section 1.25 of the Revenue Agreement, and separate from other payments,
17 reimbursements, or franchise fees payable or paid to the County. "Revenue Agreement" means the
18 Revenue Agreement between the County and Toro Energy of California AA, LLC, dated April 22,
19 2022, as it may be amended from time to time, for the County's future sale to Toro Energy of landfill
20 gas as renewable energy at the American Avenue Disposal Site.

21 (4) That Toro Energy will pay any and all additional fees as required by law.

22 (5) That Toro Energy shall, if granted the non-exclusive franchise, be required to file a bond
23 running to the County of Fresno in the penal sum of One Hundred Thousand Dollars (\$100,000) at
24 least thirty (30) days before any permit is granted by the County for Toro Energy to commence
25 construction within the Franchise Area. Toro Energy shall well and truly observe, fulfill, and perform
26 each term and condition of the non-exclusive franchise, and that in case of any breach of condition
27 of the bond the amount of the penal sum therein named shall be recoverable by the County of Fresno.

1 (6) That a public protest hearing be set to consider timely objections, including protests,
2 against the granting of the non-exclusive franchise as provided herein.

3 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors to:

4 (1) Adopt the forgoing recitals as true and correct.

5 (2) Direct the Clerk of the Board to publish notice of the public protest hearing, in the form
6 attached as Exhibit A, hereto, in a newspaper of general circulation within the County, at least once
7 within fifteen (15) days after the passage of the Resolution

8 (3) Set the public protest hearing to consider timely objections, including protests, against
9 granting of the non-exclusive franchise for **9:30 a.m.**, or as soon thereafter as the matter may be
10 heard, on **October 22, 2024**, in the Chambers of the Board of Supervisors, Room 301, Hall of
11 Records, 2281 Tulare Street, Fresno, California.

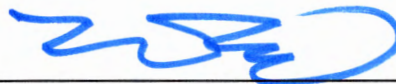
12 The foregoing was passed and adopted by the following vote of the Board of Supervisors of
13 the County of Fresno this 24th day of September, 2024, to wit:

14
15 AYES: Supervisors Brandau, Magsig, Mendes, Pacheco, Quintero

16 NOES: None

17 ABSENT: None

18 ABSTAINED: None

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22 Nathan Magsig, Chairman of the Board of Supervisors
23 of the County of Fresno

24 ATTEST:
25 Bernice E. Seidel
26 Clerk of the Board of Supervisors
27 County of Fresno, State of California

28 By: 
Deputy

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Exhibit A

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF FRESNO
STATE OF CALIFORNIA**

Notice of Public Protest Hearing

Notice is hereby given under Public Utilities Code Section 6232 that the Board of Supervisors (the "Board") of the County of Fresno (the "County") will conduct a public protest hearing to receive timely objections, including protests, against granting of a non-exclusive franchise, by ordinance, to Toro Energy of California AA, LLC (also referred to as "Toro Energy") to construct, maintain and use pipes and appurtenances for transmitting derived gas from Toro Energy of California AA, LLC's landfill-gas-to-energy project ("LFGTE project") at the County's American Avenue Disposal Site ("County's AADS") for any and all purposes, as allowed by a County-approved conditional use permit and/or road permit condition, from Toro Energy's LFGTE project at the County's AADS at 18950 W. American Ave, Kerman, in, along, across, upon, and under the following public streets and highways within the unincorporated area of Fresno County: from the County's AADS, eastward on W. American Avenue for approximately 4 miles, and then southward on S. Madera Avenue for approximately 4 miles, to a PG&E connection location approximately a half of a mile north of W. Manning Avenue, just east of S. Madera Avenue/SR 145, Kerman (collectively, the "Franchise Area").

If the non-exclusive franchise is granted, Toro Energy shall annually, commencing on the first date when Toro Energy receives derived gas pursuant to Section 1.26 of the Revenue Agreement, pay a franchise fee of two percent (2%) of its gross annual receipts to the County, arising from the use, operation or possession of the franchise, plus any surcharges, if applicable to Toro Energy, under the Public Utilities Code, sec. 6350, et seq., successor legislation, or other legislation applicable to franchisee or derived gas enacted by the State of California. In the event such payment is not made, the non-exclusive franchise will be forfeited. The non-exclusive franchise will be for a term of not to exceed twenty-five (25) years from and after the date that, after

1 Grantee has provided a bond, to the County and accepted by the Director, the County has issued a
2 permit for Toro Energy to commence construction within the Franchise Area.

3 "Gross annual receipts" means all income received by Toro Energy under the Revenue
4 Agreement without any deductions, offsets or credits described in section 1.25 of the Revenue
5 Agreement, and separate from other payments, reimbursements, or franchise fees payable or paid
6 to the County. "Revenue Agreement" means the Revenue Agreement between the County and
7 Toro Energy of California AA, LLC, dated April 22, 2022, as it may be amended from time to time,
8 for the County's future sale to Toro Energy of landfill gas as renewable energy at the American
9 Avenue Disposal Site.

10 At the public protest hearing, the Board will receive and consider any timely objections,
11 including protests, against granting of the non-exclusive franchise. At any time not later than the
12 hour set for the hearing of objections, any person interested may make written protest stating
13 objections against the granting of the non-exclusive franchise. The protest shall be signed by the
14 protestant and be delivered to the Clerk of the Board. At the time set for hearing objections, the
15 Board will proceed to hear and pass upon all protests so made and its decision shall be final and
16 conclusive, subject to the right of referendum of the people. If no protest in writing is delivered to the
17 Clerk up to the hour set for hearing, or such protests as are filed have been heard and determined
18 by the Board to be insufficient, or have been overruled or denied, the Board may grant the non-
19 exclusive franchise by ordinance adopted in the manner prescribed by law for the enactment of
20 ordinances by the Board.

21 The public protest hearing is set to begin at **9:30 a.m.**, or as soon thereafter as the matter
22 may be heard by the Board, at its regularly scheduled meeting on **October 22, 2024** in the
23 Chambers of the Board of Supervisors, Room 301, Hall of Records, 2281 Tulare Street, Fresno,
24 California.

25 A copy of the Board agenda materials for the Board's actions on this matter will be made
26 available for public review, commencing on or about the Wednesday immediately before the public
27 protest hearing, at the office of the Clerk to the Board (at the address above), and on the County's
28 Internet web site at <https://fresnocounty.legistar.com/Calendar.aspx>

1 If you have any questions concerning this notice, please contact Jeffrey Martin, Senior Staff
2 Analyst at jefmartin@fresnocountyca.gov or (559) 600 – 4509.

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4 Bernice Seidel, Clerk of the Board of Supervisors

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