

Napa-Vallejo Waste Management Authority

City of American Canyon
City Council Meeting Chambers
4381 Broadway Street, Ste 201 - American Canyon, CA
94503



Agenda-Final

**Monday, May 19, 2025
4:00 PM**

Napa-Vallejo Waste Management Authority

Mary Luros, Chair
Andrea Sorce, Vice Chair
Belia Ramos, Member
Pierre Washington, Member
Bernie Narvaez, Alternate Member
Peter Bregenzer, Alternate Member
Liz Alessio, Alternate Member
David Oro, Alternate Member

Chris Celsi, Executive Director
Tracy Schulze, Auditor
Marie Nicholas, Secretary/Clerk
Thomas C. Zeleny, Legal Counsel
Robert Minahen, Treasurer

Members of the public are encouraged to participate in the meeting by submitting written comments electronically to the Executive Director at NVWMA@countyofnapa.org. This email will be monitored during the meeting. Public comments will be accepted until the Chair closes public comment for each item during the meeting. All comments will be distributed to the Board members and included in the records.

**Submit Public Comments Via Email @:
NVWMA@countyofnapa.org**

GENERAL INFORMATION

The Napa-Vallejo Waste Management Authority meets the 2nd Thursday of each month at 10:00 A.M. at 4381 Broadway Street, Suite 201, American Canyon, California 94503. The meeting room is wheelchair accessible. Requests for disability related modifications or accommodations, aids or services may be made no less than 72 hours prior to the meeting date by contacting 707 253-4471.

The Agenda is divided into two sections:

CONSENT ITEMS

These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the CONSENT CALENDAR will be discussed separately at the request of any person. CONSENT CALENDAR items are usually approved with a single motion.

ADMINISTRATIVE ITEMS

These items include significant policy and administrative actions, and are classified by program areas. Immediately after approval of the CONSENT CALENDAR, ADMINISTRATIVE ITEMS will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Napa-Vallejo Waste Management Authority which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of, but prior to the meeting, will be available for public inspection, at the time of such distribution, in the office of Auditor Controller, 1195 Third Street, Suite B-10, Napa CA 94559, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or Napa Vallejo Waste Management staff, and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA, please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT

In this time period, anyone who wishes to speak to the Authority Board of Directors regarding any subject over which the Board has jurisdiction, that is not on the agenda, or to request consideration to place an item on a future Board agenda, may do so at this time. Individuals will be limited to a three minute presentation. The Board of Directors will take no action as a result of any item presented at this time.

5. PRESENTATIONS AND COMMENDATIONS
6. APPROVAL OF MINUTES

- A. Approval of Board Minutes for the April 21, 2025 Regular Meeting. [25-748](#)

Attachments: [4-21-25 Minutes](#)

7. CONSENT ITEMS

- A. REQUESTED ACTION: Approval and authorization for the Executive Director to sign the fourth amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for Routine and Non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2024, to June 30, 2026, with an annual amount not to exceed \$198,500. This is a decrease of \$1,500 compared to last year's amount. [25-497](#)

Additionally, the Executive Director is requesting a Budget Amendment for FY 2025-2026 to increase appropriations by \$95,000 to replace aged compressors and a dryer for our current leachate system.

Attachments: [Fourth Amendment](#)
[RATES](#)

- B. Executive Director requests acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended March 31, 2025. (Fiscal Impact: None; Discretionary) [25-745](#)

Attachments: [NVWMA Report 3.31.2025.pdf](#)

- C. 1. Adopt the resolution amending the Bylaws to reschedule regular meetings that fall on holidays to the second Monday of that month; and [25-777](#)
2. Approve the meeting calendar for the remainder of 2025 and January 2026.

Attachments: [Resolution](#)
[2025 Calendar](#)

- D. Staff requests acceptance of the Authority's FY 2024/2025 1st, 2nd and 3rd Quarterly financial report (July 1, 2024 to March 31, 2025). [25-787](#)

Attachments: [Financial Report - 9 Months](#)

- E. Third Amendment to Agreement 2021-11 - AS NEEDED CIVIL ENGINEERING SERVICES [25-802](#)

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2021-11 with Bartelt Engineering in the amount of \$65,000 per contract year, effective July 1, 2025, through June 30, 2026, with extension provisions, to provide as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill...body

EXECUTIVE SUMMARY

Bartelt Engineering provides as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill. The Authority needs engineering services to review construction specs, assist with the public bidding process and help oversee identified projects during construction. The engineering work will be performed this fiscal year. The proposed Third Amendment will also extend the Agreement one more year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted? Yes

Is it Mandatory or Discretionary? Discretionary

Is the general fund affected? Yes

Future fiscal impact: None

Consequences if not approved: Necessary regulatory requirements may not be completed in a timely manner.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable

Attachments: [3rd Amendment 2024-26](#)

- F.** REQUESTED ACTION: Approval and authorization for the Chair to sign the Fifth Amendment to Agreement No. 2020-02 with WSP USA Inc. to provide operations, monitoring, and maintenance, compliance reporting and non-routine services for the American Canyon Sanitary Landfill, for the term July 1, 2025 to June 30, 2026 with an annual amount not to exceed \$189,966. [25-922](#)

Attachments: [WSP - Fifth Amendment](#)

8. ADMINISTRATIVE ITEMS

- A.** STUDY SESSION: Staff to present draft FY 25/26 budget for discussion. [25-749](#)

Attachments: [Draft Budget Overview](#)

- B.** Executive Director to report on Authority related activities. [25-750](#)

9. FACILITIES BUSINESS ITEMS

10. OTHER BUSINESS ITEMS

- A.** Discussion of any items Board members wish to have addressed at a future meeting date. [25-751](#)

- B.** Reports of current information relevant to the Authority by the member jurisdictions: [25-752](#)

11. CLOSED SESSION

12. ADJOURNMENT

The next regularly scheduled meeting of the Authority Board of Directors will be held June 16, 2025.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-748

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Approval of Minutes

RECOMMENDATION

Approval of Board Minutes for the April 21, 2025 Regular Meeting.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Please refer to the attached April 21, 2025 Minutes.



1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT – NONE

5. PRESENTATIONS AND COMMENDATIONS – NONE

6. APPROVAL OF MINUTES

A. APPROVAL OF MINUTES

Item 6A: **Approved as submitted** **PW-BR**

7. CONSENT ITEMS - NONE

8. ADMINISTRATIVE ITEMS

B. Executive Director to report on Authority related activities

Item 8A & 8B: **Approved as submitted** **PW-AS**

9. FACILITIES BUSINESS ITEMS – NONE

10. OTHER BUSINESS ITEMS - NONE

A. FUTURE AGENDA ITEMS – Discussion and possible action to change the date of the January meetings of the Board of Directors and to direct staff to return with an amendment to the Authority Bylaws to incorporate the new January dates.

B. REPORTS FROM JURISDICTIONS

DISCUSSION ITEM: Reports of current information relevant to the Authority by the member jurisdictions:

- i. Vallejo: - No Report
- ii. Napa City: - Kevin Miller reported for the City
- iii. Napa County: - No Report
- iv. American Canyon: - No Report

Item 10B Reports only – No Taken Action

11. CLOSED SESSION - NONE

12. ADJOURNMENT

The Meeting adjourned at 4:20 P.M. The next meeting of the Authority Board of Directors will be a Regular Meeting to be held on May 19, 2025.

ATTEST: Marie Nicholas
Marie Nicholas, NVWMA Secretary

KEY

Vote: PW=Pierre Washington, ML=Mary Luros, BR=Belia Ramos, AS=Andrea Sorce
LA=Liz Allesio, BN=Bernie Narvaez

The maker of the motion and second are reflected respectively in the order of the recorded vote.
Notations next to vote: N = No; X = Excused; A = Abstain; B = Absent

Napa-Vallejo Waste Management Authority



Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-497

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Fourth Amendment to Agreement 2020-03 & Budget Amendment to increase Appropriations - Aptim Environmental & Infrastructure, LLC

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Executive Director to sign the fourth amendment to Agreement No. 2020-03 with APTIM Environmental & Infrastructure LLC for Routine and Non-routine environmental monitoring services at the American Canyon Sanitary Landfill and Devlin Road Transfer Station sites, for the term July 1, 2024, to June 30, 2026, with an annual amount not to exceed \$198,500. This is a decrease of \$1,500 compared to last year's amount.

Additionally, the Executive Director is requesting a Budget Amendment for FY 2025-2026 to increase appropriations by \$95,000 to replace aged compressors and a dryer for our current leachate system.

EXECUTIVE SUMMARY

APTIM Environmental & Infrastructure, LLC provides technical consulting services for the American Canyon Sanitary Landfill (ACSL) and the Devlin Road Transfer Station (DRTS) sites. Tasks include semi-annual field sampling, monitoring and results reporting to the Regional Water Quality Control Board, CalRecycle and other regulatory agencies as well as field/tank sampling and quarterly reporting related to leachate disposal. DRTS tasks include mandatory storm water monitoring and annual reporting to the Regional Water Quality Control Board. Aptim also has the ability to perform repairs and emergency services that might be required on short notice to keep the Landfill in compliance with its environmental permits or respond to emergencies. The current agreement expires June 30, 2025. The proposed Amendment would provide a one-year extension to June 30, 2026, to ensure continuity of services.

Staff is requesting an Amendment to Agreement #2020-03 to cover the cost of replacement Compressor Equipment (2-Compressors and 1-Dryer Equipment) and to enlarge the existing steel reinforced concrete pad. The existing compressors were more than 20 years old and were failing more often, interrupting the leachate system's operation. The requested amendment amount to cover these costs is \$95,000. This requested amount includes APTIM's Contracted Purchase Order amount of \$85,379.05 issued to Cisco Air Systems plus APTIM's

markup of 5% (reduced from the standard 10% markup) to cover administrative costs for vetting and setting up the vendor as an approved contractor in our COUPA System. In addition, a 5-year parts and labor warranty is included for \$2,175. The total cost of the new equipment was \$91,823.00.

Staff contacted our leachate system engineer consultant, Aptim, to find interested vendors to provide quotes for the equipment and expansion of the pad. Nine companies were contacted and three submitted proposals. Cisco Air Systems presented the most comprehensive proposal. They also included a 5-year parts and labor warranty. Cisco Air Systems is local and can respond to warranty and operational issues in relatively short time period allowing the landfill to minimize down time with its leachate system should failure occur.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Invoices for services provided cannot be paid, landfill could be in non-compliance.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FOURTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2020-03**

PROFESSIONAL SERVICES AGREEMENT

THIS FOURTH AMENDMENT TO AGREEMENT 2020-03 is made and entered into as of this 19th day of May, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and Aptim Environmental & Infrastructure, LLC, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement 2020-03 ("Agreement") which authorized Consultant to provide environmental monitoring services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on April 7, 2022, the Board of Directors of AUTHORITY ("Board") approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Board approved the Second Amendment to the Agreement extending the contract duration to June 30, 2024, and updating the labor rates; and

WHEREAS, on May 9, 2024, the Board approved the Third Amendment to the Agreement extending the contract duration to June 30, 2025, and updating the labor rates; and

WHEREAS, the Parties wish to amend the Agreement to extend the contract duration to June 30, 2026, update the labor rates, and adopt the scope of services to be performed in Fiscal Year 2025-2026;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2026, unless terminated earlier in accordance with

Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated March 14, 2022 attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 23, 2024, attached hereto as Exhibit "A-3" and hereby incorporated by reference. Commencing on July 1, 2025, CONSULTANT shall provide AUTHORITY those services set forth in the proposal letter from Aptim Environmental & Infrastructure dated April 29, 2025, attached hereto as Exhibit "A-4" and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and incorporated by reference herein. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Table 3 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Tables 3 and 4 of Exhibit "A-3." Commencing on July 1, 2025, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Table 2 and the "2025 Fee Schedule" of Exhibit "A-4."

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B." Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Table 4 of Exhibit "A-1." Commencing on July 1, 2023, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-2." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Tables 3 and 4 of Exhibit "A-3." Commencing on July 1, 2025, AUTHORITY shall pay CONSULTANT for expenses at the rates set forth in Table 2 of Exhibit "A-4."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the


maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of Two Hundred Ten Thousand Seven Hundred and Five Dollars (\$210,705.00); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. For Fiscal Year 2022-2023, the maximum payment for professional services shall be a total of One Hundred Eighty Three Thousand Seven Hundred Dollars (\$183,700.00); for Fiscal Year 2023-2024, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Four Thousand Two Hundred and Fifty Dollars (\$194,250.00); for Fiscal Year 2024-2025, the maximum payment for professional services shall not exceed a total of Two Hundred Thousand Dollars (\$200,000.00); for Fiscal Year 2025-2026, the maximum payment for professional services shall not exceed a total of One Hundred Ninety-Eight Thousand Five Hundred Dollars (\$198,500.00); all provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. The proposal letter from Aptim Environmental & Infrastructure dated April 29, 2025, is attached hereto as Exhibit "A-4" and hereby incorporated by reference.
5. This Fourth Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Fourth Amendment shall remain in full force and effect.
6. This Fourth Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Fourth Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT by and through its duly authorized officer(s).

APTIM Environmental & Infrastructure, LLC

By: 
Ed Shepard, Solid Waste Engineering
Operation Manager

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
MARY LUROS, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>May 2, 2025</u> PL Doc. No. 131025	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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EXHIBIT A-4



APTIM

4005 PORT CHICAGO
HWY, SUITE 200

CONCORD,
CALIFORNIA 94520

APTIM.com

April 29, 2025

ATTENTION:

Mr. Chris Celsi, Executive Director
Napa-Vallejo Waste Management Authority (NVWMA)
1195 Third Street, Room B-10
Napa, California 94559-3082

SUBJECT:

American Canyon Sanitary Landfill and Devlin Road Transfer Station Proposed FY 2025-2026 Scope of Services and Budget for Environmental Monitoring and Non-Routine Services

Dear Mr. Celsi:

Aptim Environmental & Infrastructure, LLC (APTIM) is submitting this proposal to the Napa-Vallejo Waste Management Authority (NVWMA) to provide environmental monitoring, reporting services and non-routine services for the American Canyon Sanitary Landfill (ACSL) and the Devlin Road Transfer Station (DRTS) for NVWMA fiscal year (FY) 2025-2026 (i.e., July 1, 2025 through June 30, 2026). The scope of services and corresponding costs are broken down into Task 1 through 9 listed below.

SCOPE OF SERVICES

Task 1 – Semi-annual Monitoring of Groundwater, Surface Water, Leachate, and Quarterly Monitoring of Vadose Zone Gas

APTIM has teamed up with Confluence to provide semi-annual monitoring at ACSL. Confluence, located in Rio Linda, California, is a full-service field services provider committed to providing the highest level of sampling and technical field services. Confluence has been performing the field sampling for the ACSL for the past several monitoring events. Confluence is a State of California Certified Small Business (Certificate #51615), Woman-Owned Enterprise and Licensed California Contractor (Certificate #913194).

Groundwater Monitoring: In accordance with the ACSL's Waste Discharge Requirements (WDR) Order No. R2-2019-0010, Confluence will monitor fifteen (15) groundwater monitoring wells semi-annually. Groundwater monitoring includes field measurement of groundwater levels, pH, electrical conductivity, temperature, turbidity, and dissolved oxygen at each well. Further, groundwater monitoring includes environmental sampling at each well for analytical laboratory testing of the analytes required by the WDR (Table 1). The list of groundwater monitoring wells to be monitored and the parameters to be monitored for are summarized on Table 1. The required 5-year constituents of concerns (COC) analytes to be monitored are due in the third quarter of 2026, which is not included in this proposal.

Leachate Monitoring: In accordance with the ACSL's WDR, Confluence will monitor (i.e., measure and record) the leachate levels in the landfill gas (LFG) extraction wells, the dual extractions wells, and the leachate sumps semi-annually, prepare semi-annual leachate level contour maps with the corresponding field data and include the field data and contour maps in the semi-annual monitoring reports. The required leachate level monitoring points are shown on Table 1.

The ACSL's WDR requires semi-annual reporting of the monthly leachate volumes pumped in the Vallejo-Flood and Wastewater District (VFWD) – Wastewater Treatment Plant (WWTP). APTIM assumes the NVWMA will provide to APTIM these monthly volumes based on their monthly record leachate meter readings. APTIM will report these

monthly volumes in the semi-annual reports.

Surface Water: In accordance with ACSL's WDR, Confluence will monitor surface water from the slough located on the east side of the site, which flows into the Napa River. APTIM will monitor in two (2) locations – an upstream monitoring point (S-1), and a downstream monitoring point (S-2). Sampling and analytical laboratory testing will take place as the tide is receding to best show the effects of site recharge to the slough. Samples will be collected and tested on a semi-annual basis for the monitoring parameters listed in Table 1.

Vadose Zone Landfill Gas: Quarterly vadose zone landfill gas (LFG) probe monitoring will be conducted at the seven (7) LFG monitoring probes (MP-1 through MP-7), and the two (2) on-site facilities (maintenance building and LFG flare station). The monitoring of LFG (i.e., methane, carbon dioxide, oxygen, temperature) will be conducted in the field with a LANDTECH GEM landfill gas analyzer (or equivalent). The results will be included in the semi-annual reports as described in Task 3. Additional services for LFG monitoring and reporting or special assessments due to regulatory exceedances, if necessary, will be billed on a time and material basis to the Non-Routine Services Task 8 cost code, and will be performed only upon prior approval of scope and budget by the NVWMA.

Per and Polyfluoroalkyl Substances (PFAS): The San Francisco Bay Regional Water Quality Control Board (SFRWQCB) has required a sampling event for Per and Polyfluoroalkyl Substances (PFAS) at three (3) groundwater monitoring wells- an upgradient and two downgradient wells. This will be conducted by Confluence and submitted to PACE for analysis during the next semi-annual event.

Task 2 – Analytical Laboratory Testing of Task 1 Monitoring Samples

APTIM will submit the groundwater and surface water samples (collected under Task 1) to Pace Analytical for analytical laboratory testing of parameters required by the WDR, as shown on Table 1. APTIM will work closely with Pace Analytical to obtain high quality analytical test reports and results. In order to simplify the process, APTIM will incorporate the Pace Analytical laboratory costs into our monthly invoicing to the NVWMA at cost plus ten (10) percent to cover administrative services. The estimated laboratory costs are shown in Table 2.

Task 3 – Semi-annual Reporting of Monitoring Results

In accordance with the ACSL's WDR, results of the ACSL semi-annual environmental monitoring of groundwater, surface water, leachate and LFG, as well as on-site observations, are to be reported semi-annually to the SFRWQCB.

Semi-annual Monitoring Reports: Monitoring reports will be prepared semi-annually and submitted by April 30 and October 31, following the respective monitoring event period. The report will include the following, as required in the ACSL's WDR;

- Transmittal letter discussing compliance, noted violations, corrective actions taken
- Tables of the groundwater, surface water, leachate, and vadose zone gas monitoring results
- Tables of the monthly leachate discharge volumes
- Tables of the leachate analytical results for discharges to the VFWD
- Certified analytical reports including laboratory quality control reports
- Groundwater/leachate contour map
- Sampling, equipment, and purging details
- Map of observations and monitoring points
- An evaluation of the effectiveness of the leachate monitoring and extraction facilities which includes:
 - Evaluation of the leachate mound within the landfill, and
 - Summary of leachate volumes removed from the landfill
- Standard observations summary and certification (to be supplied by NVWMA staff).

Additionally, the second semi-annual report will include a summary narrative of annual monitoring results and performance from both first and second semi-annual monitoring events. The semi-annual monitoring reports will be submitted to the SFRWQCB and the Napa County Local Enforcement Agent (LEA) in PDF format and emailed to the NVWMA in pdf format. The semi-annual reports and data will be uploaded to the SFRWQCB GeoTracker website in conformance with the SFRWQCB GeoTracker requirements.

Groundwater and Surface Water Data Evaluation: The ACSL's WDR requires the comparison of groundwater and surface water analytical laboratory test data to the corresponding maximum contaminant levels (MCL's). APTIM

will use Federal and California MCL's to evaluate the data when MCL's exist. APTIM will use the Sanitas software program to statistically evaluate the inorganic data using concentration limits in accordance with the approved Water Quality Protection Standard.

The ACSL's WDR notes that if a concentration limit is exceeded, the NVWMA must immediately resample the compliance point and submit a report in writing to the SFRWQCB within seven (7) days of the exceedance. If the resampling confirms the exceedance, an Evaluation Monitoring Program (EMP) may be implemented by the direction of the Regional Water Board. Monitoring will continue per the DMP. If required by the Executive Officer, the EMP shall be implemented to determine the nature and extent of any release detected by the DMP.

Leachate Monitoring Evaluation and Reporting: APTIM will include the results of the leachate monitoring events and an evaluation of the effectiveness of the leachate extraction system. Specifically, the following information will be included in the semi-annual reports:

- A discussion of the leachate monitoring wells and collections sumps
- Leachate levels measure semiannually from the LFG extraction wells, the dual extraction wells, and the leachate sump.
- Leachate levels contour maps for the first and second semi-annual monitoring events.
- An evaluation of the effectiveness of the leachate extraction system.

APTIM will also include in the semi-annual reports, the analytical laboratory test results for the leachate samples collected from the five (5) on-site leachate tanks, as required by the Vallejo Flood and Wastewater District. Refer to the Task 4 scope of services below for the VFWD leachate tank sampling, testing, and reporting requirements.

Vadose Zone Landfill Gas Monitoring Results: APTIM will include the quarterly monitoring results for the seven (7) LFG monitoring probes (MP-1 through MP-7) and the two (2) on-site facilities (maintenance building and LFG flare station) in the semi-annual monitoring reports.

Task 4 – Special Leachate Monitoring (Sampling and Testing) Events Required by the VFWD

In accordance with the ACSL's VFWD Wastewater Discharge Permit, leachate sampling, analytical laboratory testing, and reporting to the VFWD is required prior to discharge of the ACSL leachate to the VDWD – Wastewater Treatment Plan (WWTP). The following leachate monitoring program was implemented to assure that the leachate from the landfill does not exceed the VFWD's discharge acceptance criteria limits.

- Environmental samples will be collected quarterly from each of the five (5) ACSL leachate storage tanks for analytical laboratory testing of the monitoring parameters required by the VFWD Discharge Permit, as shown on Table 1. In addition to the required quarterly monitoring, individual tanks will be sampled and tested whenever the tank is full/at capacity prior to its pump out and delivery to the VFQS-WWTP. Notes, the analytical laboratory testing fees are directly paid by the NVWMA.
- The analytical laboratory test results for the individual leachate tanks will be sent to the VFWD to gain permission/approval prior to discharging to the VFWD WWTP.

The VFWD monitoring program was developed to confirm that leachate from the ACSL stays within the VFWD's discharge acceptance criteria limits. The VFWD monitoring program is in addition to the routine semi-annual and reporting described in Task 2 and Task 3 respectively.

Task 5 – Quarterly Reporting to the VFWD of Leachate Test Results

The VFWD has established criteria for acceptance for leachate at the WWTP. The ACSL analytical laboratory test results for the leachate samples collected under Task 4 will be summarized in a letter report with the VFWD acceptance criteria, and submitted to the VDWD and the NVWMA. If the leachate analytical test results exceed the VDWD acceptance criteria, APTIM will call the NVWMA and the VFWD upon discovery. The results of the analytical laboratory tests for the individual leachate tanks will be sent to the VFWD to gain permission/approval prior to discharging leachate to the VFWD WWTP.

Task 6 – Minor Well Repairs (As Needed)

Normal wear and tear of wells from use and exposure requires periodic need for repairs. We have included costs for minor well repairs if needed during the year. If required, services will be billed on a time and expense basis only after receiving authorization to complete the work from the NVWMA. If a drill rig is required to replace or abandon a well, a separate cost estimate will be prepared under the non-routine contract.

Task 7 – Retest Events (As Needed)

In the event that one of more of the wells or leachate tanks need to be retested due to the exceedance of not on a concentration limit, costs for a retesting event are included in Task 7. These costs are based on a one-day sampling event and of a lump sum for analytical costs. If a retest event is required, it will be billed on a time and expense basis after receiving authorization from NVWMA.

Task 8 – Non-Routine Services (As Needed)

Non-Routine Services (Non-Emergency): Non-routine services may be identified during routine monitoring activities conducted by APTIM and during discussions between the NVWMA and APTIM. Non-routine services may include:

- Additional groundwater, surface water, or gas probe monitoring
- Sampling, analytical laboratory testing and evaluation of leachate seeps if they occur
- Preparation of work plans for groundwater, surface water, or landfill gas related issues requested by the SFRWQCB, the LEA, and/or CalRecycle.
- Maintenance, repair, and/or replacement of various site equipment, systems, and features that may be compromised:
 - Compressor Equipment
 - Conveyance piping
 - Leachate sumps
 - LFG electrical systems
 - Groundwater wells, extraction wells, and/or monitoring probes
 - Areas affected by localized settlement requiring regrading
 - LFG flare and/or blower equipment Leachate tank farm components

Non-Routine Emergency Services: Non-routine emergency services could consist of emergency situations requiring immediate response to restore the operation of one of the ACSL environmental controls systems for management of LFG, leachate, groundwater and/or surface water. These services are limited in nature by the assumption that the corrective actions required (labor, equipment, materials) per event to restore the system to operations are relatively minor in scope. If upon response to the site, during a call-out event, APTIM determines that the actions required are major in scope, we will perform the work with the NVWMA's personnel with respect to site-specific call out and personnel contact procedures required to effectively implement these services.

Task 9 – DRTS Stormwater Compliance Services (As Needed)

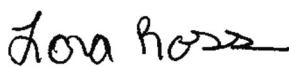
APTIM understands the DRTS contracts with another consultant to provide the regulatory required stormwater sampling, analytical laboratory testing services, SMARTS Data Entry, and routine compliance reporting. APTIM has included a budget to supplement these services, if needed – specifically to assist with the annual stormwater compliance reporting, amend the SWPPP, provide training, and complete exceedance response action reporting.

PROPOSED BUDGET

A cost estimate of \$198,500 for the NVWMA's 2025-2026 Fiscal Year Budge for Tasks 1 through 9 services (as described above) is included on Table 2. If this proposal is acceptable to the NVWMA, please send us a new Professional Services Agreement (PSA) for the 2025-2026 FY to authorize the work. These services are subject to mutually negotiable terms and conditions.

If you should have any questions, please contact me at 941-800-8603. Thank you for the opportunity to serve you.

Sincerely,
Aptim Environmental & Infrastructure, LLC



Lora Ross
Scientist



Stephanie Hamilton, PE
West Coast Solid Waste Lead

C 941 800 8603
E lora.ross@aptim.com

C 408 234 9178
E stephanie.hamilton@aptim.com



APTIM Environmental & Infrastructure, LLC
2025 Fee Schedule

<u>Title</u>	<u>Rate</u>
Director	\$285.00
Principal	\$270.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager V	\$225.00
Project Manager IV	\$210.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager III	\$190.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager II	\$155.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Project Manager I	\$140.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level III	\$120.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level II	\$105.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Professional Level I	\$95.00
Engineer / Geologist / Environmental Scientist	
Planner	
Designer	
Project Administrator	
Technician	
Level IV	\$75.00
Level III	\$65.00
Level II	\$55.00
Level I	\$45.00
Administrative Assistant	\$60.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.

Table 2
Proposed Cost Estimate Fiscal Year 2025-2026
American Canyon Sanitary Landfill and Devlin Road Transfer Station

		American Canyon Sanitary Landfill (ACSL)																Devlin Road Transfer Station (DRTS) Stormwater Compliance As-Needed Services		TOTAL LABOR COSTS	
Labor Titles / Rates		Semiannual Field Monitoring & Sampling Events		Semiannual Analytical Laboratory Testing		Semiannual Reporting		VFWD Leachate Tank Field Monitoring & Sampling Events		VFWD Reporting		Minor Well Repairs		Resampling / Retesting Events		Non-Routine Services		Transfer Station (DRTS) Stormwater Compliance As-Needed Services			
		TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9			
Labor Title	2025-2026 Labor Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Engineer V (Stephanie Hamilton)	\$ 210	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	2	\$ 420	-	\$ -	2	\$ 420
Geologist V (Matthew Curtis)	\$ 190		\$ -	-	\$ -	25	\$ 4,750	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 2,280	-	\$ -	37	\$ 7,030
Scientist IV (Jim Teo)	\$ 190	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	30	\$ 5,700	30	\$ 5,700
Project Manager III / Scientist III (Lora Ross)	\$ 140	10	\$ 1,400	-	\$ -	26	\$ 3,640	10	\$ 1,400	50	\$ 7,000	-	\$ -	-	\$ -	72	\$ 10,080	-	\$ -	168	\$ 23,520
Project Scientist III (Pat Flynn)	\$ 140	30	\$ 4,200	-	\$ -	40	\$ 5,600	300	\$ 42,000	-	\$ -	8	\$ 1,120	16	\$ 3,040	20	\$ 2,800	-	\$ -	414	\$ 57,960
Staff Engineer (Jordan Cabras)	\$ 95		\$ -	-	\$ -	120	\$ 11,400	30	\$ 2,850	130	\$ 12,350	4	\$ 380	4	\$ 380	24	\$ 2,280	-	\$ -	312	\$ 29,640
Administrative Assistant III (Kathy Ditore)	\$ 75	-	\$ -	-	\$ -	-	\$ -	8	\$ 600	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	8	\$ 600
TOTAL LABOR COSTS:		40	\$ 5,600	-	\$ -	211	\$ 25,390	348	\$ 46,850	180	\$ 19,350	12	\$ 1,500	20	\$ 3,420	130	\$ 17,860	30	\$ 5,700	971	\$ 124,870

Direct Expenses		Semiannual Field Monitoring & Sampling Events		Semiannual Analytical Laboratory Testing		Semiannual Reporting		VFWD Leachate Tank Field Monitoring & Sampling Events		VFWD Reporting		Minor Well Repairs		Resampling / Retesting Events		Non-Routine Services		DRTS Stormwater Compliance Services		TOTAL DIRECT EXPENSES	
		TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9			
Pace Analytical Laboratory, Confluence - Field Equipment Rentals & Supplies, Sanitas Statistical Software Annual Renewal, Pine Environmental (Composite Sampler Rental), Other Subcontractors		\$ 14,000		\$ 19,000		\$ -		\$ -		\$ -		\$ -		\$ 500		\$ 31,210		\$ -		\$ 64,710	
Field Expenses: Truck, Fuel, Ice, Other)		\$ 2,500		\$ -		\$ -		\$ 4,800		\$ -		\$ 150		\$ 120		\$ -		\$ 550		\$ 8,120	
TOTAL DIRECT EXPENSES:		\$ 16,500		\$ 19,000		\$ -		\$ 4,800		\$ -		\$ 150		\$ 620		\$ 31,210		\$ 550		\$ 72,830	

TOTAL COSTS:		\$ 22,100	\$ 19,000	\$ 25,390	\$ 51,650	\$ 19,350	\$ 1,650	\$ 4,040	\$ 49,070	\$ 6,250	\$ 198,500
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Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-745

TO: Honorable Board of Directors

FROM: Christopher Celsi, Executive Director

REPORT BY: Tracy Schulze, Auditor-Controller

SUBJECT: Napa-Vallejo Waste Management Authority - Internal Audit Report for the Quarter Ended March 31, 2025

RECOMMENDATION

Executive Director requests acceptance of Napa-Vallejo Waste Management Authority - Internal Audit Report for the quarter ended March 31, 2025. (Fiscal Impact: None; Discretionary)

EXECUTIVE SUMMARY

Staff recommends acceptance of the Quarterly Monitoring Internal Audit Report for Napa-Vallejo Waste Management Authority for the quarter ended March 31, 2025.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over internal controls during fiscal year 2024-25. The engagement was conducted in conformance with the Global Internal Audit Standards (Standards) established by the Institute of Internal Auditors. These Standards require that we identify, analyze, evaluate, and document sufficient information and evidence to achieve our objectives,

and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

The primary objectives of this engagement were to:

1. Determine if internal controls over fees, collections, manual (hand tags) tickets, void and replacement tickets were adequately designed and implemented.
2. Report Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250.
3. Report cash overage / (shortage) from cash/check and credit card transactions.

Based on our review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2025

The Treasurer-Tax Collector's collection measures and efforts appears reasonable. Accounts Receivable exceeding 90 days with a balance of more than \$250 is currently at \$4,703. (Exhibit B)

A reconciliation of all cash and credit card transactions between Northern's cash reports and Treasury's journal entries found a net cash overage of \$43 for the quarter. (Exhibit A)

Please see the attached report for additional details.

Action Requested: Accept and file the quarterly report for the Napa-Vallejo Waste Management Authority for the quarter ended March 31, 2025.

Napa County

Auditor-Controller

Internal Audit Report

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
Internal Controls Review

For the Quarter Ended March 31, 2025

Report Date: April 16, 2025



A Tradition of Stewardship
A Commitment to Service

Tracy A. Schulze, CPA
Auditor-Controller

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Engagement Team

Christine Hernandez - Manager, Internal Audit & Grant Compliance

Susan MacDonald - Staff Auditor



A Tradition of Stewardship
A Commitment to Service

Auditor-Controller
1195 Third Street · Room B10
Napa, CA 94559

Main: (707) 253-4551
Fax: (707) 226-9065
www.countyofnapa.org

Tracy A. Schulze
Auditor-Controller

April 16, 2025

Board of Directors
Napa-Vallejo Waste Management Authority

Executive Summary

The internal audit section of the Napa County Auditor-Controller's Office has completed a quarterly monitoring for Napa-Vallejo Waste Management Authority (Authority) for the quarter ended March 31, 2025.

Internal audit conducted the review in conformance with the *Global Internal Audit Standards (Standards)* established by the Institute of Internal Auditors. These *Standards* require that internal audit identify, analyze, evaluate, and document sufficient information and evidence to achieve the objectives; and that the internal audit activity be independent, objective, and perform engagements with proficiency and due professional care.

Based on this review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2025. We noted a net cash overage of \$43. (Exhibit A) The Treasurer Tax-Collector Central Collections aging report for customer accounts with a balance greater than \$250 for 90 days or longer totaled \$4,703. (Exhibit B)

This report is a matter of public record and is intended solely for the information and use of the Authority's Board of Directors and Executive Director, Management at Northern Recycling Operations and Waste Services LLC (Northern), a California Limited Liability Company, and the Treasurer-Tax Collector. I want to thank the internal audit team, Northern's staff, and the Authority's management for their expertise and professionalism in conducting this engagement.

Sincerely,

A handwritten signature in blue ink, reading "Christine Hernandez", with a long, sweeping flourish extending to the right.

Christine Hernandez, CPA
Manager, Internal Audit & Grant Compliance

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter March 31, 2025

Background and Authority

The agreement between the Authority, a joint powers agency organized under the laws of the State of California pursuant to Government Code Section 6500 et seq., and Northern was entered into and executed as of March 1, 2007, and subsequently amended on March 19, 2010.

The Authority is composed of the County of Napa and the Cities of Napa, American Canyon, and Vallejo. The Authority was formed for the purpose of providing economic coordination of solid waste processing, transfer, and disposal services. The Authority has contracted with Northern to operate the Devlin Road Transfer Station (DRTS), pursuant to the provisions of *Public Resource Code section 40059(a)(2)*. The Authority and Northern are authorized to enter into a transfer station operation agreement where Northern will operate DRTS.

The Authority has engaged Napa County Auditor-Controller's Office to perform a quarterly monitoring over internal controls during fiscal year 2024-25.

Objective and Scope

The primary objectives of this engagement were to:

- Determine if internal controls over fees, collections, manual (hand tags) tickets, void and replacement tickets were adequately designed and implemented
- Report Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250
- Report cash overage / (shortage) from cash/check, and credit card transactions

The scope included a review of the Authority's and Northern's records for the quarter ended March 31, 2025.

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2025

Procedures

To achieve our objectives, our procedures included, but were not limited to, the following:

1. Northern's Scale Transaction Report

- Agreed revenue (non-cash transactions) per Northern's Scale Transaction Report to Detail Receivables Report generated from Tyler Munis
- Verified Ticket Rates (i.e., scale rates charged) to the Board's Resolution
- Verified the completeness of the report (i.e., missing tickets)
- Verified internal controls over voided and replacement tickets and manual (hand tag) tickets

2. Accounts Receivable Aging Report

- Compiled Accounts Receivable 90 Day Aging Report from Treasurer-Tax Collector's Tyler Munis Reports
- Reported Treasurer-Tax Collector's collection measures for any accounts receivable over 90 days past due if the balance due exceeds \$250

3. Cash Overage / (Shortage) Summary

- Compared Northern's Cash Receipt Reports (i.e., cash, checks, credit cards) to the Authority's general ledger
- Investigated short pays over \$25 for reasonableness
- Reported cash overage / (shortage) from cash/checks, and credit card transactions for quarter-end and fiscal year cumulative

Conclusion

Based on our review, internal controls over revenue and accounts receivable appears to be adequately designed and implemented as of March 31, 2025. Treasurer-Tax Collector's Accounts Receivables exceeding 90 days with balances of \$250 or more is currently at \$4,703. Reconciliation of all cash and credit card transactions between Northern's cash reports and Treasury's journal entries resulted in a net cash overage of \$43 for the quarter. This included (\$2,944) in bank adjustments.

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2025

Exhibit A – Cash Overage / (Shortage) Summary

Description	For Quarter Ended March 31, 2025	For Quarter Ended December 31, 2024	For Quarter Ended September 30, 2024	Year-to-Date
Authority's General Ledger				
Cash	\$ 460,988	\$ 432,676	\$ 515,274	\$ 947,950
VISA/MC	1,905,370	1,805,621	2,116,486	\$ 3,922,107
Bank/TTC Adjustments	(2,944)	(2,269)	(2,005)	\$ (4,274)
Total	\$ 2,363,414	\$ 2,236,028	\$ 2,629,755	\$ 4,865,783
Northern's Records				
Cash/Check per Northern's Cash Report	448,847	433,423	\$ 520,677	\$ 954,100
VISA/MC per Northern's Cash Report	1,914,524	1,802,618	2,109,798	\$ 3,912,416
Total	\$ 2,363,371	\$ 2,236,041	\$ 2,630,475	\$ 4,866,516
Net Cash Overage / (Shortage)	\$ 43	\$ (13)	\$ (720)	\$ (690)

Napa-Vallejo Waste Management Authority
Quarterly Monitoring
For the Quarter Ended March 31, 2025

Exhibit B – Treasurer-Tax Collector’s Accounts Receivable Aging Report and Collection Measures
for Receivables over 90 days with account balances exceeding \$250

Account Name	Customer ID	Total	Collection Measures
Trash Logic LLC	63663	1,919.01	Collections has exhausted all efforts and will seek a write-off from the Board in June 2025.
ZL Construction	63537	2,783.88	Customer has been making weekly payments of \$2,000 and is current with the established pay plan.
90 Days Aging Receivables w/Balance Due > \$250		<u><u>\$ 4,702.89</u></u>	

Note: Collection measures provided by Treasurer-Tax Collector, Central Collections. (as of 4/10/2025)



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-777

TO: Napa-Vallejo Waste Management Authority Board of Directors

FROM: Chris Celsi, Executive Director

REPORT BY: Chris Celsi, Executive Director

SUBJECT: Amendment to Bylaws addressing meetings falling on holidays; 2025 Meeting Calendar

RECOMMENDATION

1. Adopt the resolution amending the Bylaws to reschedule regular meetings that fall on holidays to the second Monday of that month; and
2. Approve the meeting calendar for the remainder of 2025 and January 2026.

EXECUTIVE SUMMARY

At the regular meeting on March 13, 2025, the Board amended the Authority bylaws to change its regular meetings to the third Monday of each month, except for February, August, October and December when there will not be a meeting. This was done to avoid scheduling conflicts for the Directors and their alternates. After the meeting, staff realized that the third Monday of every January is Martin Luther King Jr. Day, a holiday.

At the regular meeting on April 21, 2025, the Board indicated that January meetings and any other regular meetings that may fall on a holiday be held on the second Monday of that month. The proposed resolution will amend the Bylaws to reschedule any Monday meetings that fall on a holiday from the third to the second Monday of that month.

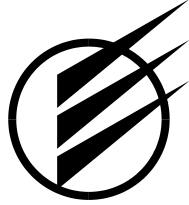
With the approved changes to the regular meeting schedule, the Board can approve the Authority's meeting calendar for the balance of 2025 and January 2026.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	To avoid holding meetings on holiday.
Is the general fund affected?	No
Consequences if not approved:	It may be difficult to establish a quorum for meetings that fall on a holiday.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.



**NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY**

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AMENDING THE BYLAWS TO CHANGE THE
REGULAR MEETING SCHEDULE TO ACCOUNT FOR HOLIDAYS**

WHEREAS, the Board of Directors has adopted bylaws for the conduct of Authority business, pursuant to Section 8.1 of the Napa-Vallejo Waste Management Authority Joint Powers Agreement; and

WHEREAS, Section 4 of the Authority Bylaws indicates that regular meetings of the Board shall be held at 4:00 p.m. on the third Monday of each month except for February, August, October, or December; and

WHEREAS, the third Monday of every January is Martin Luther King Jr. Day, a holiday, and there are other meeting dates that may fall on holidays depending on the year; and

WHEREAS, the Board desires to change the regular meeting schedule in the Bylaws to account for holidays that may fall on Mondays;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors as follows:

1. Authority staff is directed to amend Section 4 of the Bylaws to revise the regular meeting schedule as follows:

4. **REGULAR MEETINGS: TIME AND LOCATION.** Regular meetings of the Board shall be held on the third Monday of every month, except there will not be regular meetings in February, August, October, or December unless otherwise specified by the Board. **If the date of a regular meeting falls on a holiday, the regular meeting shall be scheduled for the second Monday of that month.** Regular meetings shall commence at 4:00 p.m. and shall continue until all business is completed unless the Board determines by majority vote to continue all or some of the remaining items to a later meeting. The location of Regular meetings shall be as noted below, except that such locations may be changed for a given Regular meeting by the Chair or Executive Director with the approval of the Chair to any other location within the building specified below, without

amendment of these Bylaws, as long as the new location is posted in writing on the door of the room noted below prior to and during the meeting.

MEETING LOCATION:

City of American Canyon
4381 Broadway, Suite 201
American Canyon, California 94503

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa-Vallejo Waste Management Authority at a regular meeting held on the 19th day of May, 2025, by the following vote:

AYES: DIRECTORS _____

NOES: DIRECTORS _____
ABSTAIN: DIRECTORS _____
ABSENT: DIRECTORS _____

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Authority Counsel</p> <p>Date: <u>May 2, 2025</u> PL Doc. No. 131035</p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____ Processed By: _____ _____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

2025 BOARD OF DIRECTORS REGULAR MEETING CALENDAR

Location:

City of American Canyon
4381 Broadway Street, Suite 201
American Canyon, CA 94503

Time: 3rd Monday of each month at 4:00 p.m. with the exception of the months of February, August, October and December.

Dates: April 21, 2025
May 19, 2025
June 16, 2025
July 21, 2025
September 15, 2025
November 17, 2025
January 12, 2026 *

* 2nd Monday to accommodate the week of MLK Day (January 19, 2026).



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-787

TO: Napa-Valley Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: FY 2024/2025 Nine Month Financial Report

RECOMMENDATION

Staff requests acceptance of the Authority's FY 2024/2025 1st, 2nd and 3rd Quarterly financial report (July 1, 2024 to March 31, 2025).

EXECUTIVE SUMMARY

Staff requests that the Board accept the Authority's FY 2024/2025 Nine month Quarterly financial report.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

FY 2025-2026 Napa Vallejo Waste Management Authority - **apr** **may** **june**

<u>Operating Expenditures</u>	Approved Adjustments	Budget	ESTIMATE Apr-25	ESTIMATE May-25	ESTIMATE Jun-25	4th Quarter ESTIMATES	Year End ESTIMATES	Year End Percent of Budget	Year End Remaining Budget
Administration	\$ 12,000	\$ 647,385	\$ 19,564	\$ 19,564	\$ 25,351	\$ 64,479	483,242	75%	\$ 176,143
Landfill Operation	\$ -	\$ 833,674	\$ 72,360	\$ 72,360	\$ 75,135	\$ 219,855	\$ 575,238	69%	\$ 258,436
Transfer Station Operation	\$ -	\$ 11,371,157	\$ 907,000	\$ 907,000	\$ 997,000	\$ 2,811,000	\$ 9,844,245	87%	1,526,912
Disposal	\$ -	\$ 7,461,463	\$ 621,000	\$ 621,000	\$ 621,000	\$ 1,863,000	\$ 6,758,533	91%	\$ 702,930
Household Hazardous Waste	\$ -	\$ 1,024,394	\$ 17,125	\$ 17,125	\$ 17,125	\$ 51,375	\$ 532,304	52%	\$ 492,090
Total Operating Expenditures	\$ 12,000	\$ 21,338,073	\$ 1,637,049	\$ 1,637,049	\$ 1,735,611	\$ 5,009,709	\$ 18,193,563	85%	\$ 3,144,510

<u>Capital Expenditures</u>	Approved Adjustments	Budget	Apr-25	May-25	Jun-25	4th Quarter Estimate	Year End Total Expenditures	Year End Percent of Budget	Year End Remaining Budget
ACSL Leachate Line Improvements (22801)	\$ -	\$ 368,720	\$ 178,050	\$ -	\$ -	\$ 178,050	\$ 374,648	102%	\$ (5,928)
DRTS C&D Building (17810)	\$ -	\$ 9,470,000	\$ 16,720	\$ 17,000	\$ 17,000	\$ 50,720	\$ 1,184,515	13%	\$ 8,285,485
FUTURE PROJECTS		220,000	-	-	-	\$ -	\$ -	0%	220,000
Total Capital Expenditures		\$ 10,508,720	\$ 194,770	\$ 17,000	\$ 17,000	\$ 228,770	\$ 1,559,164	102%	\$ 8,949,556
Total Expenditures		\$ 31,846,793	\$ 1,831,819	\$ 1,654,049	\$ 1,752,611	\$ 5,238,479	\$ 19,752,726	62%	\$ 12,094,067

<u>Revenue</u>	Approved Adjustments	Budget	Apr-25	May-25	Jun-25	4th Quarter Total	Year End Total Revenue	Percent of Budget	Amount Over/(Under) Budget
Total Revenue	\$ -	\$ 23,614,162	\$ 1,848,233	\$ 1,848,000	\$ 2,098,000	\$ 5,794,233	\$ 22,690,049	96%	\$ (924,113)

Cash Reconciliation

Auditor's Report	Total				
	Apr-25	May-25	Jun-25	4th Quarter	Year End
	\$ 1,848,233	\$ 1,848,000	\$ 2,098,000	\$ 5,794,233	\$ 22,690,049
	(1,637,049)	(1,637,049)	(1,735,611)	(5,009,709)	(18,193,563)
	(194,770)	(17,000)	(17,000)	(228,770)	(1,559,164)
Balance 6/30/24	\$ 16,415	\$ 193,951	\$ 345,389	\$ 555,755	\$ 2,937,323
Net Revenue					
Cash Balance	\$ 31,665,626				
					\$ 34,602,949
					\$ 34,602,949



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-802

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Third Amendment to Agreement 2021-11

RECOMMENDATION

Third Amendment to Agreement 2021-11 - AS NEEDED CIVIL ENGINEERING SERVICES

REQUESTED ACTION: Approval and authorization for the Chair to sign Agreement 2021-11 with Bartelt Engineering in the amount of \$65,000 per contract year, effective July 1, 2025, through June 30, 2026, with extension provisions, to provide as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill.

EXECUTIVE SUMMARY

Bartelt Engineering provides as-needed civil engineering services to support operation, maintenance and permitting needs for Devlin Road Transfer Station and American Canyon Sanitary Landfill. The Authority needs engineering services to review construction specs, assist with the public bidding process and help oversee identified projects during construction. The engineering work will be performed this fiscal year. The proposed Third Amendment will also extend the Agreement one more year.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Necessary regulatory requirements may not be completed in a timely manner.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**THIRD AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY
AGREEMENT NO. 2021-11**

PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT NO. 2021-11 is made and entered into as of this 19th day of May, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as "AUTHORITY," and Paul N. Bartelt, P.E. (DBA as Bartelt Engineering) 1303 Jefferson Street, 200B, Napa, CA 94559, hereinafter referred to as "CONSULTANT." AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on June 3, 2021, AUTHORITY and CONSULTANT entered into Agreement No. 2021-11 (Agreement) whereby CONSULTANT agreed to provide as-needed civil engineering services to support operation, maintenance and permitting needs for the Devlin Road Transfer Station and the American Canyon Sanitary Landfill; and

WHEREAS, on July 13, 2023, AUTHORITY and CONSULTANT entered into the First Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year, adjusting the maximum annual compensation and updating CONSULTANT's fee schedule; and

WHEREAS, on March 14, 2024, AUTHORITY and CONSULTANT entered into the Second Amendment to Agreement No. 2021-11 extending the term of the Agreement by one year and increasing the maximum annual compensation to \$145,000 for Fiscal Year 2023-2024 to account for additional engineering services for the leachate line improvements at the American Canyon Sanitary Landfill; and

WHEREAS, the Agreement will expire on June 30, 2025, and the Parties desire to extend the Agreement by one year, update CONSULTANT's fee schedule, and add \$65,000 for Fiscal Year 2025-2026 for engineering work performed on an as-needed basis;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is deleted and replaced in its entirety to read in full as follows:

1. Term of the Agreement.

(a) The term of this Agreement shall commence on June 3, 2021 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 3 of the Agreement is deleted and replaced in its entirety to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment A-2 to Exhibit "A" for services performed prior to July 1, 2023. Commencing with services performed on or after July 1, 2023, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-1," Napa-Vallejo Waste Management Authority Fee Schedule, attached hereto and hereby incorporated by reference. Commencing with services performed on or after July 1, 2025, AUTHORITY shall pay CONSULTANT at rates set forth in Exhibit "A-2," attached hereto and hereby incorporated by reference.

(b) Expenses. Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-1." Travel and other expenses incurred on or after July 1, 2025, will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "A-2."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement shall not exceed Sixty Thousand Dollars (\$60,000.00) in any given contract year through June 30, 2023, One Hundred Forty-Five Thousand Dollars (\$145,000.00) in Fiscal Year 2023-2024, Sixty-Eight Thousand Dollars (\$68,000.00) in Fiscal Year 2024-2025, and Sixty-Five Thousand


Dollars (\$65,000.00) in Fiscal Year 2025-2026; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. This Third Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Third Amendment shall remain in full force and effect.

4. This Third Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Third Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

Paul N. Bartelt, P.E. DBA
Bartelt Engineering, a Sole Proprietorship

By: 
PAUL N. BARTELT, Principal Engineer and Sole
Proprietor

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By _____
MARY LUROS, NVWMA Chair

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Authority Counsel Date: <u>May 2, 2025</u> PL Doc. No. 131020	APPROVED BY THE AUTHORITY BOARD OF DIRECTORS Date: _____ Processed By: _____ Secretary of the Authority	ATTEST: MARIE NICHOLAS Secretary of the Authority By: _____
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Exhibit A-2

NAPA-VALLEJO WASTE MANAGEMENT AUTHORITY FEE SCHEDULE

1. Listed herein are typical fees for the engineering services most frequently performed by Bartelt Engineering. Fees for other services, not listed, will be given upon request.
2. Materials and expenses (printing, plotting, courier services, subcontracts, fees, etc.) are invoiced at cost plus 20%.
3. Invoices will be submitted by Consultant from time to time but no more frequently than every two weeks and will become due on presentation. Accounts unpaid after 15 days from invoice date will be considered past due and subject to a late payment charge at the rate of 18% per annum.
4. This fee schedule is applicable until June 30, 2026 and is limited to that date in any contract of which it is a part, unless special provisions are included in the original contract. Compensation for work yet to be performed after that date shall be adjusted accordingly and shall reflect a change in the Fixed Fee or Not to Exceed figures in the attached contract.
5. Travel time is charged at normal billing rates.
6. Out of pocket expenses for travel outside the Counties of Napa, Sonoma, Solano, or Lake will be charged to Client. Travel expenses will include meals and lodging for required overnight trips.

PERSONNEL RATES

Principal Engineer	\$255.00 per hour
Principal Engineer: Public Meeting	\$385.00 per hour
Project Engineer	\$230.00 per hour
Project Engineer: Public Meeting	\$345.00 per hour
Senior Engineer	\$210.00 per hour
Staff Engineer	\$195.00 per hour
Assistant Engineer	\$180.00 per hour
Engineering Designer	\$180.00 per hour
Engineering Technician	\$165.00 per hour
Senior Draftsperson	\$150.00 per hour
Junior Draftsperson	\$130.00 per hour
Clerical	\$90.00 per hour

Depositions, Hearings, or Court Appearances by the Principal Engineer are charged at \$625.00 per hour. Half-day and full-day minimums apply for Expert Testimony.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-922

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Fifth Amendment to Agreement 2020-02 with WSP USA Inc.

RECOMMENDATION

REQUESTED ACTION: Approval and authorization for the Chair to sign the Fifth Amendment to Agreement No. 2020-02 with WSP USA Inc. to provide operations, monitoring, and maintenance, compliance reporting and non-routine services for the American Canyon Sanitary Landfill, for the term July 1, 2025 to June 30, 2026 with an annual amount not to exceed \$189,966.

EXECUTIVE SUMMARY

Compliance reporting, monitoring and assistance with operation and maintenance are necessary to meet the requirements of the Landfill's Post Closure Maintenance Plan and the Bay Area Air Quality Management District Permit. In addition, the Authority occasionally requires non-routine technical assistance to resolve Landfill gas and flare operation problems.

WSP USA Inc. has provided these services to the Authority for several years, and they have significant experience with the ACSL gas collection and flare system. They remain uniquely qualified to continue providing this service to the Authority. The current agreement expires June 30, 2025. The proposed Amendment would provide a one-year extension to June 30, 2026 to ensure continuity of services.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	8100-8100010
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes

Future fiscal impact:

Avoidance of penalties for non-compliance

Consequences if not approved:

Invoices cannot be paid

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



NAPA-VALLEJO WASTE
MANAGEMENT AUTHORITY

**FIFTH AMENDMENT TO
NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY AGREEMENT NO. 2020-02**

PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT 2020-02 is made and entered into as of this 19th day of May, 2025, by and between the Napa-Vallejo Waste Management Authority, a joint powers authority organized under the laws of the State of California pursuant to Government Code section 6500 et seq., hereinafter referred to as “AUTHORITY,” and WSP USA, Inc., hereinafter referred to as “CONSULTANT.” AUTHORITY and CONSULTANT will be referred to from time to time in this agreement individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Parties entered into Agreement 2020-02 (“Agreement”) which authorized CONSULTANT to provide certain professional services to Authority for a period of one year commencing on July 1, 2019, with two one-year extensions; and

WHEREAS, on May 5, 2022, the Board approved the First Amendment to the Agreement extending the contract duration to June 30, 2023, and amending the scope of work to include services for Fiscal Year 2022-2023; and

WHEREAS, on May 11, 2023, the Parties entered into the Second Amendment to the Agreement extending the contract duration to June 30, 2024; and

WHEREAS, on July 13, 2023, the Parties entered into the Third Amendment to the Agreement to increase the maximum compensation for Fiscal Year 2022-2023 by \$40,000 to pay an outstanding invoice from that fiscal year that was delayed by WSP USA’s acquisition of Golder Associates USA, the original consultant retained by the AUTHORITY under this Agreement; and

WHEREAS, on May 9, 2024, the Parties entered into the Fourth Amendment to the Agreement to amend the scope of work and fee schedule to include services for Fiscal Year 2024-2025 and extend the contract duration to June 30, 2025; and

WHEREAS, the Parties desire to amend the Agreement to extend the contract duration to June 30, 2026, and amend the scope of work and fee schedule to include services for Fiscal Year 2025-2026;

NOW, THEREFORE, in consideration of the recitals stated above and the mutual obligations of the Parties expressed herein, the Parties agree to amend the Agreement as follows:

TERMS

1. Section 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on July 1, 2019 and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the Parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONSULTANT to AUTHORITY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. Section 2 of the Agreement is amended to read in full as follows:

2. **Scope of Services.** CONSULTANT shall provide AUTHORITY those services set forth in Exhibit "A," attached hereto and incorporated by reference herein, including its own Attachment "A-1." Commencing on July 1, 2022, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267 dated April 22, 2022, attached hereto as Exhibit "A-1" and hereby incorporated by reference. Commencing on July 1, 2024, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. GL 19120267.000 dated April 9, 2024, attached hereto as Exhibit "A-2" and hereby incorporated by reference. Commencing on July 1, 2025, CONSULTANT shall provide AUTHORITY those services set forth in its Proposal No. US0033887.5603 dated May 7, 2025, attached hereto as Exhibit "A-3" and hereby incorporated by reference.

3. Section 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

- (a) **Rates.** In consideration of CONSULTANT's fulfillment of the promised work, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Exhibit "B," attached hereto and incorporated by reference herein, with an annual labor rate increase no greater than 2% per each fiscal year. Commencing on July 1, 2022, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "A" of Exhibit "A-1." Commencing on July 1, 2024, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "1" of Exhibit "A-2." Commencing on July 1, 2025, AUTHORITY shall pay CONSULTANT at the hourly labor rates set forth in Attachment "1" of Exhibit "A-3."

- (b) **Expenses.** Travel and other expenses will be reimbursed by AUTHORITY upon submission of an invoice in accordance with Paragraph 4 below at the rates and/or in accordance with the provisions set forth in Exhibit "B." Commencing on July 1, 2022, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment "A" of Exhibit "A-1," upon submission of an invoice in accordance with Paragraph 4 below. Commencing on July 1, 2024, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit

rates set forth in Attachment “2” of Exhibit “A-2,” upon submission of an invoice in accordance with Paragraph 4 below. Commencing on July 1, 2025, AUTHORITY shall reimburse CONSULTANT for travel and other expenses at the unit rates set forth in Attachment “2” of Exhibit “A-3,” upon submission of an invoice in accordance with Paragraph 4 below.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments for professional services under this Agreement for Fiscal Year 2019-2020 shall be a total of One Hundred Forty-five Thousand Six Hundred Dollars (\$145,600.00); and, if renewed for Fiscal Year 2020-2021, a total of One Hundred Forty-eight Thousand Five Hundred Twelve Dollars (\$148,512.00); and if renewed for Fiscal Year 2021-2022, One Hundred Fifty-one Thousand Four Hundred Eighty-two dollars, (\$151,482.00); for Fiscal Year 2022-2023, a total of One Hundred Seventy-nine Thousand Nine Hundred Thirty-nine Dollars (\$179,939.00); for Fiscal Year 2023-2024, a total of One Hundred Thirty-nine Thousand Nine Hundred Thirty-nine Dollars (\$139,939.00); for Fiscal Year 2024-2025, a total of One Hundred Fifty-eight Thousand Six Hundred Ninety-four Dollars (\$158,694.00); for Fiscal Year 2025-2026, a total of One Hundred Eighty-Nine Thousand Nine Hundred Sixty-Six Dollars (\$189,966.00) provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. This Fifth Amendment represents all the changes to the Agreement agreed to by the Parties. No enforceable oral representations or other agreements have been made by the Parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Fifth Amendment shall remain in full force and effect.

5. This Fifth Amendment may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, this Fifth Amendment is executed by the AUTHORITY, by and through the Chair of its Board of Directors, and by CONSULTANT through its duly authorized officer(s).

WSP USA, Inc.

By: *Kris H. Johnson*
KRIS JOHNSON

By: *Jeffrey Dobrowolski*
JEFFREY DOBROWOLSKI

NAPA-VALLEJO WASTE MANAGEMENT
AUTHORITY, a joint powers agency

By: _____
MARY LUROS, NVWMA Chair

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u><i>Thomas C. Zeleny</i></u> Authority Counsel</p> <p>Date: <u>May 14, 2025</u></p>	<p>APPROVED BY THE AUTHORITY BOARD OF DIRECTORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Secretary of the Authority</p>	<p>ATTEST: MARIE NICHOLAS Secretary of the Authority</p> <p>By: _____</p>
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Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-749

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: FY 2025/2026 Proposed Budget Study Session

RECOMMENDATION

STUDY SESSION: Staff to present draft FY 25/26 budget for discussion.

1. Revenue Projections and Operations Budget; and
2. Operating and Capital Reserves; and
3. Capital Improvement Budget

EXECUTIVE SUMMARY

Per the Authority Bylaws, the Executive Director, in cooperation with the Auditor-Controller, presented the preliminary FY2025/2026 budget to the Board of Directors at their April 21, 2025 meeting. Staff will present an

update to that Proposed Budget. It is anticipated that a Final Budget will be presented for adoption by the Board, with a noticed Public Hearing, at the June 16, 2025 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	This is a preliminary proposed operating budget for Fiscal Year 2025/2026
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget must be adopted in order to expend funds to cover the Authority's obligations.
Is the general fund affected?	Yes
Future fiscal impact:	None. This is only for the upcoming fiscal year.
Consequences if not approved:	Expenditures cannot be paid.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

Napa Vallejo Waste Management Authority
FY 2025 - 2026 BUDGET

Budget / Estimated Tons per Year----->

		271,000	280,000	290,000	295,800	301,716
	\$290,000	2023-24 FINAL	2024-25 Estimated Actuals	2025-26 Estimated	2026-27 Estimated	2027-28 Estimated
10 Total Revenue		\$ 24,534,157	23,862,162	\$ 49,502,847	\$ 28,612,674	\$ 28,741,115
11 Operating Expenditures						
12 Administration Total		\$ 487,201	\$ 647,385	\$ 628,333	\$ 645,179	\$ 662,530
13 Landfill Operation Total		\$ 534,127	\$ 833,674	\$ 874,167	\$ 902,661	\$ 932,236
14 Transfer Station Total		\$ 11,258,204	\$ 11,371,157	\$ 12,562,891	\$ 13,188,387	\$ 13,845,227
15 Disposal Total		\$ 7,055,912	\$ 7,461,463	\$ 8,035,566	\$ 8,442,166	\$ 8,869,339
16 Household Hazardous Waste Total		\$ 825,479	\$ 871,994	\$ 1,024,889	\$ 1,057,547	\$ 1,090,025
17 Total Operating Expenditures		\$ 20,160,923	\$ 21,185,673	\$ 23,125,847	\$ 24,235,939	\$ 25,399,357
18 Net From Operations		\$ 4,373,234	\$ 2,676,489	\$ 26,377,000	\$ 4,376,735	\$ 3,341,758
19 Capital Expenditures						
20 ACSL Leachate Line Improvements 25801		\$ -	\$ 300,000	\$ -	\$ -	\$ -
21 DRTS C&D Bldg - 17810		\$ 579,573	\$ 1,220,000	\$ 15,250,000	\$ 27,300,000	\$ -
22 <u>DRTS Buy Back Area Improvement</u>		\$ 163,056	\$ -	\$ -	\$ 1,000,000	\$ -
23 Levee Project		\$ -	\$ -	\$ -	\$ -	\$ 1,200,000
24 Devlin Road Transfer Station Roof 25801		\$ -	\$ -	\$ 545,000	\$ -	\$ -
Total Capital Expenditures		\$ 742,630	\$ 1,520,000	\$ 15,795,000	\$ 27,300,000	\$ 1,200,000
26 Total Expenditures		\$ 20,903,553	\$ 22,705,673	\$ 38,920,847	\$ 51,535,939	\$ 26,599,357
27 Net Surplus (Deficit)		\$ 3,630,604	\$ 1,156,489	\$ 10,582,000	\$ (22,923,265)	\$ 2,141,758
28 Total Cash Balance (<i>accrual basis</i>)	FY 23/24 Audited Cash + AR - AP	\$ 34,530,065	\$ 35,686,554	\$ 46,268,554	\$ 23,345,288	\$ 25,487,046
29 Allocation to Reserves	30,899,461					
30 Operating Reserve (Policy Min 2 Months - Max 3 months Operating*)		14,530,065	3,530,945	3,854,308	4,039,323	4,233,226
31 Capital Reserve (Policy Min \$1,000,000 - Max \$20,000,00)		20,000,000	32,155,609	42,414,246	19,305,965	21,253,820
Total Reserves		\$ 34,530,065	\$ 35,686,554	\$ 46,268,554	\$ 23,345,288	\$ 25,487,046

*2025-26 Operating Reserve Minimum = 3,854,308

*2025-26 Operating Reserve Maximum = 5,781,462



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-750

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Executive Director's Report

RECOMMENDATION

Executive Director to report on Authority related activities.

EXECUTIVE SUMMARY

The Executive Director will report on recent activities relating to the Authority.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Executive Director will report on recent activities concerning the Authority.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-751

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Future Agenda Items

RECOMMENDATION

Discussion of any items Board members wish to have addressed at a future meeting date.

EXECUTIVE SUMMARY

Discussion of any items Board members wish to have addressed at a future meeting date.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed activity is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), as an organizational or administrative activity that will not result in direct or indirect physical changes in the environment, and therefore CEQA is not applicable.



Napa-Vallejo Waste Management Authority

Board Agenda Letter

Napa-Vallejo Waste Management Authority **Agenda Date:** 5/19/2025

File ID #: 25-752

TO: Napa-Vallejo Waste Management Authority Board of Directors
FROM: Chris Celsi, Executive Director
REPORT BY: Chris Celsi, Executive Director
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

Reports of current information relevant to the Authority by the member jurisdictions:

EXECUTIVE SUMMARY

- i. Vallejo: Andrea Sorce
- ii. Napa City: Mary Luros
- iii. Napa County: Belia Ramos
- iv. American Canyon: Pierre Washington

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.