

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF NAPA AND THE CITY OF NAPA
RELATING TO THE NAPA MATERIALS DIVERSION FACILITY
AMENDMENT NO. 4**

City of Napa Agreement No. 8782
County of Napa Agreement No. 6430
City of Napa Budget Code: 51005-34402 (MDF Gate Fees, Revenue)
51005-58911 (Payment for Materials, Expenditure)

THIS 4th AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into as of July 1, 2021 (“Effective Date”) by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “County” and the CITY OF NAPA, a charter city, hereinafter referred to as “City”. The County and City may from time to time hereinafter be referred to individually as “Party” or collectively as “Parties”.

RECITALS

This MOU is entered into with reference to the following facts and circumstances:

- A. The City owns the Napa Materials Diversion Facility (“MDF”) located at 820 Levitin Way in Napa, California.
- B. The City accepts at the MDF Recyclables and Compostables (as defined below in Section I) generated by residential, commercial, and institutional generators located in the City, in portions of the County, and in other jurisdictions, and delivered to the MDF for processing and composting. Processing and composting entails sorting, cleaning or otherwise preparing Recyclables and Compostables for sale to markets.
- C. The City has awarded a contract for the collection and transportation of Municipal Solid Waste, Recyclables, and Compostables and the operation of the MDF to Napa Recycling and Waste Services, LLC, (“NRWS”) and the County has awarded a contract for the collection and transportation of Municipal Solid Waste, Recyclables and Compostables to Napa County Recycling and Waste Services, LLC, (“NCRWS”) two affiliated companies with common ownership.
- D. The County has determined that it will promote the health, safety and well-being of residents, and commercial and institutional entities located in the unincorporated area of

Napa County referred to as “Napa County Recycling and Waste Services Zone 1” (Zone 1) and depicted in Attachment 1 by directing NCRWS and authorized County personnel to deliver certain Recyclables and Compostables collected within the Zone 1 to the MDF for processing and sale to markets. The City has determined that it is in its best interest to accept such materials at the MDF according to the terms contained in this MOU.

E. The City has determined that it is in the City’s best interest to offer the County the pricing specified in Attachment 3, in exchange for the County’s contractual commitment to deliver the materials specified in Attachment 3 to the MDF, as further specified in Section III.H of this MOU, because the increased volume in material flows to the MDF resulting from the County’s contractual commitments is a beneficial and reliable revenue source for the MDF which results in lower costs to the City – and thereby ratepayers – to operate the MDF.

F. On or about May 3, 2005, the Parties entered into Napa County Agreement No. 6430/City of Napa Agreement No. 8782 entitled “Memorandum of Understanding Between the County and the City Relating to the Napa Materials Diversion Facility” (hereinafter referred to as “Prior MOU”) in which City agreed to accept Clean MRF Recyclable Materials including curbside recyclables and Organics collected in County Garbage Zone 1 by the County’s contractor and by County staff.

G. On or about July 21, 2015, the Parties entered into “Napa County Agreement No. 6430/City of Napa Agreement No. 8782, Amendment No. 1”, in order to modify and clarify certain terms and conditions of the Prior MOU.

H. On or about December 19, 2017, the Parties entered into “Napa County Agreement No. 6430/City of Napa Agreement No. 8782, Amendment No. 2”, in order to modify and clarify certain terms and conditions of the Prior MOU.

I. On January 7, 2020, the Parties entered into “Napa County Agreement No. 6430/City of Napa Agreement No. 8782, Amendment No. 3,” in order to modify and clarify certain terms and conditions of the Prior MOU.

J. This “Amended and Restated Napa County Agreement No. 6430/City of Napa Agreement No. 8782, Amendment No. 4,” is intended to replace, supersede, and amend the Prior MOU (including all amendments).

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, of the covenants, promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

For purposes of this MOU, in addition to the defined terms set forth in the Preamble and Recitals above, which are incorporated herein by this reference, the following words or phrases shall have the following meanings unless it is obvious from the context of the usage below that another meaning is necessarily intended. The capitalized terms within the following definitions shall be read to incorporate and include the definitions of those terms as set forth below even if the definitions appear after the reference(s) to the term.

“Contaminant(s)” means material(s) that has been combined or mixed with a particular recycling, compost, or waste stream and is not compatible with or accepted in collections or processing of those material streams. For example, metal cans are Contaminants in a load of Yard Trimmings.

“Commercial Recyclable Materials” means Single Stream Recyclables and/or Source Separated Recyclables from a commercial generator.

“Compostables” means Food Scraps and Soiled Paper, Yard Trimmings, and Packaged Organics, as defined herein, and those materials that are processed in a controlled biological decomposition process, which are source separated from the MSW stream. Compostables include biodegradable materials, such as food scraps, soiled paper products and yard trimmings that do not contain hazardous waste. Compostables may be processed via composting in a covered aerated static pile (CASP), anaerobic digestion, or another processing method.

“End Date” means December 31, 2030.

“Food Scraps and Soiled Paper” means those compostable organic materials, primarily from non-residential generators, that are source separated from other Recyclable Materials and MSW during collection and are listed in Attachment 2, Schedule 2.

“Hazardous Waste” means a waste, or combination of wastes which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following:

(1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. Hazardous Waste includes all substances defined as hazardous waste, extremely hazardous waste or acutely hazardous waste in California Health and Safety Code Sections 25110.02, 25115 and 25117 or in future amendments to or recodifications of such statutes or identified and listed as hazardous waste by the U.S. Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.).

“Municipal Solid Waste (MSW)” means all fractions of discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded substances or materials.

MSW does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 25800, et seq., (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq., or (4) Recyclables, Compostables, or other materials accepted by the City at the MDF for processing and diversion from landfill.

“Packaged Organics” means discarded compostable organic materials, primarily from non-residential generators, that have not been removed from non-compostable packaging and that City accepts for processing at its MDF, as further specified in Attachment 2, Schedule 4.

“Recyclables” means those recyclable materials which City accepts for processing at its MDF. Recyclables include Single Stream Recyclables, Recycle More Items, Residential Recyclable Materials, Commercial Recyclable Materials, and other Source Separated recyclable materials. Recyclables do not include Compostables, MSW or Wood Waste.

“Recycle More Items” means those Source Separated Recyclables that City accepts for processing at its MDF and that County directs NCRWS to collect and deliver to the MDF in its Recycle More service. Recycle More Items are listed in Attachment 2, Schedule 6.

“Residential Recyclable Materials” means Single Stream Recyclables and/or Source Separated Recyclables from a residential generator.

“Single Stream Recyclables” means recyclable materials listed in Attachment 2, Schedule 1 that may be placed, combined, or mixed together but have been otherwise kept separate or been separated from MSW by a residential, commercial or institutional generator.

“Source Separated Recyclables” means recyclable materials listed in Attachment 2, Schedule 1 that have been separated or kept separate from other recycling streams or waste streams by a residential, commercial or institutional generator.

“Wood Waste” means untreated or unpainted wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities, as further specified in Attachment 2, Schedule 5.

“Yard Trimmings” means compostable organic materials listed in Attachment 2, Schedule 3. Yard Trimmings must represent the majority of compostable organic materials collected and delivered to the MDF to qualify for Yard Trimming pricing shown in Attachment 3, Schedule A.

2. TERM.

2.1 Base Term. The Base Term of this Agreement shall end on Midnight on the End Date.

2.2 Extensions. At the End Date of the Base Term, and at the mutual agreement of the County and City, County may request and City may grant up to five (5) one-year extensions of this MOU and all rights and obligations under this Agreement. The County’s Public Works Director, or his/her designee, shall give City’s Utilities Director, or his/her designee, written notice of any potential Extension no less than one hundred and twenty (120) days prior to the conclusion of the Base Term or the End Date as extended by any prior Extension(s). The City’s Utilities Director, or his/her designee, shall have thirty (30) days from receipt of County’s notice of potential Extension to agree or reject the offer of Extension in writing to County’s Public Works Director, or his/her designee. If no action is taken by City’s Utilities Director, or his/her designee, within the 30 days following receipt of the offer of Extension, the offer of Extension will be deemed accepted for an additional one (1) year. City has no express or implied right to any Extension.

2.3 Destruction of MDF. If the MDF is destroyed or substantially damaged by earthquake, fire or other cause, and if City elects not to rebuild or reconstruct it, this MOU will terminate thirty (30) days after City gives notice to County of its election.

2.4 Changes in Charges or Credits. The City may, after 60 days' notice to the County, increase the charges or decrease the credits for Compostables, Recyclables, Yard Trimmings, Food Waste and Soiled Paper, Single Stream Recyclables, and/or Recycle More Items. Decreases to the charges or increases to the credits for Compostables, Recyclables, Yard Trimmings, Food Waste and Soiled Paper, Single Stream Recyclables, and/or Recycle More Items may be implemented by the City immediately and are not subject to the 60 day notice period. If the City changes the charges or credits pursuant to this Section 2.4, Section 3.6, or Section 3.7, County may, on 60 days' notice to City, terminate this MOU and direct those materials to a different facility which offers more favorable terms to County if the City does not elect to match the terms of the offer from the other facility. Any such offer must be in writing and binding on the owner and operator of the other facility and a complete copy must be provided to City at the same time the County provides notice of its intent to terminate this MOU.

3. COOPERATIVE PROVISIONS APPLICABLE TO THE CITY OF NAPA MDF.

3.1 Capacity Guarantee. The City will arrange for the County to have priority (second only to the City's) to the processing capacity of the MDF for Compostables and Recyclables that are generated by County residents and commercial and institutional entities in the unincorporated area of Zone 1 and delivered to the MDF over the term of this MOU by the County, NCRWS, or the County's customers for County-authorized coupons. The City will require the MDF operator to refuse to accept Compostables and Recyclables delivered by any third party if at any time the operator becomes unable to accommodate all materials of these types delivered by or on behalf of the County and City, or the MDF is destroyed or substantially damaged.

3.2 Accommodations for Materials Measurement or Analysis. City will make reasonable accommodations, and will require NRWS to make timely and reasonable accommodations for County or its consultants to evaluate, assess, conduct generation or composition studies or inspections of, or otherwise analyze materials generated by County residents or commercial or institutional entities and accepted at the MDF under terms of this

MOU as the County finds necessary to meet its responsibilities and obligations under local, state, and federal law.

3.3 Accommodations for Information Gathering and Reporting. City will allow and accommodate efforts by NCRWS to gather and report to County information related to materials generated within the unincorporated area of Zone 1 and delivered to the MDF as County may request, in a timely and adequate manner that County finds necessary to meet its reporting or program evaluation requirements in accordance to local, state, or federal law or regulation.

3.4 Cooperation on Educational and Informational Efforts. City will provide reasonable cooperation with County personnel and its service providers or consultants to develop and conduct educational, informational, and outreach activities and materials that County deems necessary to educate, inform and motivate the public on programs and services addressed in this MOU. City will allow County and its service providers or consultant reasonable access to those sites, activities, and materials related to the programs and services addressed in this MOU.

3.5 Source of Charge/Payments. Beginning on the Effective Date, and for the Term of this MOU (as defined by Section 2), the City will charge the County, and the County will pay the City, the applicable amounts specified in Attachment 3 for the materials described in Attachments 2 and 3. The City's charges to the County, and the County's payments to the City, will be offset by any relevant credits identified in Attachment 3.

3.6 Annual Adjustment. City is entitled to implement rate adjustments annually beginning October 1, 2024 in accordance with this section. City's written request for an adjustment shall be submitted by Utilities Director, or his/her designee, to County by each April 1 beginning with April 2024. Each adjustment is to be accepted and approved by the County Public Works Director, or his/her designee, with good faith effort by July 1 of that same year. City Utilities Director, or his/her designee, will make adjusted rates effective on October 1 of that same year.

3.7 Change of Contractor. The amounts set forth in Attachment 3 are predicated on NCRWS serving as the collection contractor for Zone 1 and NRWS serving as Facility operator under contract with City. If either Party changes its contractor (other than to an affiliated successor with substantially identical ownership), the Parties will meet and confer to establish new charges and credits. If the Parties cannot reach agreement within 90 days, either Party

may terminate this MOU and the County may thereafter direct both Compostables and Recyclables generated within Zone 1 to a different facility.

3.8 Committed Material Flows; Gate Fees. County is obligated to direct NCRWS, or County-authorized personnel, to deliver the materials listed in Attachment 3 from Zone 1 to the MDF, in accordance with this MOU, as a condition of paying the prices and receiving the credits set forth in Attachment 3. County will be charged no more than City-approved posted gate fees for materials collected in Zone 1 that are not listed in Schedule A of Attachment 3 and which County elects to direct NCRWS or County-authorized personnel to deliver to the MDF.

3.9 Invoicing. City will bill County monthly, in arrears. City will issue a single invoice for all Recyclables and Compostables delivered to the MDF by NCRWS according to terms of this MOU. All Recyclables, Compostables and materials described in this MOU delivered to the MDF by County authorized personnel will be billed in arrears on a separate monthly invoice.

The City invoices will provide subtotals by types of Recyclables and Compostables and for each other type of material accepted according to the terms of this MOU. The invoices will separately identify surcharges for contaminated loads. The City's invoices for materials delivered by NCRWS to the MDF, will also indicate the number and value of County coupons issued to residents of and businesses located in Zone 1 and accepted by the MDF. County shall pay City for such collected coupons at face value. Concurrently, City will send a copy of each monthly invoice to NCRWS.

3.10 Payment Timeline. County shall pay invoices within forty-five (45) days after issuance. Delinquent payments will bear interest at ten percent (10%) per year, or the maximum legally allowable rate if lower. If County is delinquent in paying two consecutive monthly invoices, City may require County to either or both (1) post a deposit equal to the total payment due for the previous three (3) months or (2) pay an estimated amount each month, in advance. City will not owe interest on any deposit required in the event of delinquent payments unless required by law. If County fails to pay an invoice for more than sixty (60) days after it is due, City may terminate this MOU. Invoices will be sent to:

Audit Manager
Napa County Auditor-Controller's Office
1195 Third Street, Room B-10
Napa, CA 94559

3.11 Invoice for Self Delivery. A separate invoice will be issued for the portion of materials delivered by the County through its own forces. The invoice total will be a net figure. Invoices will be sent to:

Napa County Public Works
1195 Third Street, Room 101
Napa, CA 94559

3.12 Redirection of Invoices. County may, on 30 days' notice to City, redirect invoices to another designate County employee.

3.13 Third Party Deliveries. City will not enter into a contract with any third party allowing it to deliver unprocessed Recyclables and Compostables to the MDF on financial terms more favorable than those extended to County in Section III.E, taken together.

3.14 Self-Hauling Fees. Residents and commercial or institutional entities that generate waste in unincorporated area of Zone 1 and self-haul it to City's MDF will be charged the approved posted gate fees authorized by City. City will accept County-authorized coupons, as specified in Attachment 3, that the County's Contractor, NCRWS, issues to its customers in Zone 1. Coupons will be applied toward gate fees at face value.

3.15 Transportation of Residues from Certain Materials. City will direct NRWS to transport residues from material processing activities at the MDF that cannot be recycled, reused, utilized for beneficial use or composted to the Devlin Road Transfer Station, which is located adjacent to the MDF at 889 Devlin Road, Napa, California and is owned by the Napa-Vallejo Waste Management Authority, a joint powers agency whose members include the County and the City.

4. OTHER AGREEMENTS.

4.1 City or its representative will issue contamination violation notices to the County and the County's collection contractor, NCRWS, for any loads of Recyclables or Compostables delivered to the MDF by NCRWS or authorized County personnel which contain more than ten percent (10%) by weight of Contaminants for Recyclables or more than five percent (5%) for Compostables. For any such load, City may: 1) direct its facility contractor, NRWS, to process the contaminated load and charge County a "contaminated load surcharge" for the load, which shall be calculated based on the \$/ton contaminated load surcharge rate posted at the scalehouse of the MDF multiplied by the total number of tons in the load; or 2) require that the

contaminated load be reloaded by NRWS, and City will charge County a standard “reload fee” which shall be the rate posted at the scalehouse at the MDF and will be included on the County’s monthly invoice. The City will provide notification of contaminated loads to the County on a monthly basis. Notifications will be sent to:

County Executive Office
1195 Third Street
Room 310
Napa, CA 94559

In addition, the County will comply, and require NCRWS to comply, with all hazardous waste exclusion program regulations adopted by City and according to local, state, and federal laws and regulations.

4.2 At the request of either Party, the City’s Utilities Director, or his or her designee, and the County’s Public Works Director, or his or her designee, will discuss the lists of materials in Attachment 2 and any changes thereto suggested by either Party. Changes to the list of materials in Attachment 2 that do not affect the pricing in Attachment 3 or result in a significant change to MDF operations may be implemented by the City’s Utilities Director, or his or her designee, upon written notice to the County’s Public Works Director, or his or her designee. Changes to the list of materials in Attachment 2 that affect the pricing in Attachment 3 or result in a significant change to MDF operations must be approved in writing by the City’s Utilities Director, or his or her designee, and the County’s Public Works Director, or his or her designee, prior to the implementation of such changes at the MDF.

4.3 City will have the sole and exclusive right to establish and collect gate fees or refuse to accept any materials delivered to the MDF by third parties without contracts, including but not limited to other local government agencies, collection companies engaged by such government agencies, independent landscapers, roofers and contractors, and members of the public.

4.4 City reserves the right to suspend or terminate its acceptance of any material or materials that City’s Utilities Director, or his or designee, determines City or NRWS, is not able to manage in a safe or cost-effective way at its MDF. If City’s Utilities Director, or his/her designee, elects to discontinue acceptance of any type or category of material, City’s Utilities Director, or his/her designee, will provide County’s Public Works Director, or his/her designee, notice of the action at least 30 days before the effective date of such action.

4.5 City will prepare and provide to County monthly reports on the amount of materials generated in the County and delivered to the MDF by NCRWS, or by County authorized personnel which has been diverted from landfill. City will use format(s) and content in the reports to County that are similar to reports that City prepares for its own use and will deliver reports to County within forty-five days after the end of each month. City will provide County a separate monthly report of inbound material delivered by County authorized personnel in accordance with this Section.

5. MISCELLANEOUS AGREEMENTS.

5.1 Except as provided in Section 2.4, Section 3.6, Section 3.7 and Section 4.2, this MOU may be amended only in a writing approved and executed by both Parties.

5.2 County may not assign any of its rights under this MOU, nor delegate any duties or those of its contractor, NCRWS, arising under this MOU, without the prior written consent of City.

5.3 Without waiving the provisions of Section 5.2, all of the rights and duties of the Parties shall inure to the benefit of, and be binding upon, their respective successors and assigns.

5.4 All notices, demands, requests, proposals, approvals, consents and other communications which this MOU requires, authorizes or contemplates shall be in writing and delivered to the other party's representative by personal delivery, U.S. Mail, nationwide overnight delivery service, email or as otherwise specified herein, addressed as follows:

If to the City: City of Napa
Utilities Department
1700 2nd Street, Suite 100
P.O. Box 660
Napa, CA 94559-0660
Attention: Utilities Director

If to the County: County of Napa
1195 Third Street, Room 310
Napa, CA 94559
Attention: County Executive Officer
minh.tran@countyofnapa.org

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Delivery is deemed effective upon the

first to occur of: (a) actual receipt by a Party's representative, (b) actual receipt at the address identified below, or (c) three business days following deposit in the U.S. Mail of registered or certified mail sent to the address identified above.

5.5 Nothing in this MOU, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies.

5.6 If, and for as long as, performance by a Party is made impossible by acts of God, casualty, State or Federal government action, civil commotion, acts of terrorism or other causes not the fault of and beyond the reasonable control of the Party obligated to perform, performance by that Party is excused. This Section does not excuse a failure to pay money when due.

5.7 Time is of the essence of this MOU and each of its provisions.

5.8 If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU shall not be affected.

5.9 No waiver of a breach of any provision shall be deemed a waiver of any other breach, and no waiver shall be valid unless it is in writing and executed by the waiving Party. No extension of time for performance of any obligation or act shall be deemed an extension of time for any other obligation or act.

5.10 This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The execution of the MOU shall be deemed to have occurred, and this MOU shall be enforceable and effective, only upon the complete execution of this MOU by County and City.

5.11 If any legal action or other proceeding, including arbitration or an action for declaratory relief, is brought to enforce this MOU or because of a dispute, breach, or default in connection with this MOU, the prevailing Party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other proper relief. "Prevailing Party" includes (a) a Party who dismisses an action in exchange for sums allegedly due; (b) the Party that receives performance from the other Party of an alleged breach or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the Party determined to be prevailing by a court of law.

5.12 The title and headings of the sections of this MOU are intended solely for reference and do not modify, explain, or construe any provision of this MOU. All references to sections and recitals refer to the sections and recitals of this MOU. In construing this MOU, the singular form shall include the plural and vice versa. This MOU shall not be construed as if it had been prepared by one of the parties, but rather as if both Parties have prepared the MOU with the assistance of independent legal counsel for each.

5.13 This MOU (and its attachments) constitute the entire agreement between the Parties. There are no oral agreements which are not expressly set forth in this MOU.

5.14 All persons executing this MOU on behalf of a Party warrant that they have the authority to execute this MOU on behalf of that Party.

5.15 The attachments to this MOU are a part of this MOU and are incorporated into it by this reference.

5.16 This MOU shall be governed by, and construed and enforced in accordance with, the laws of California.

5.17 This "Amended and Restated Memorandum of Understanding, Napa County Agreement No. 6430/City of Napa Agreement No. 8782, replaces, supersedes, and amends the Prior MOU (including all amendments).

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the Effective Date.

NAPA COUNTY:

CITY OF NAPA:

By _____
ALFREDO PEDROZA, Chair of the Board
of Supervisors

By _____
PHIL BRUN, Utilities Director

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By _____
Douglas Parker, Deputy County Counsel

By: _____
Michael Barrett, City Attorney

Date: _____

Date: _____

ATTEST:

ATTEST:

By _____
Neha Hoskins, Clerk of the Board

By: _____
Tiffany Carranza, City Clerk

Date: _____

Date: _____

COUNTERSIGNED:

By: _____
Joy Riesenberg, City Auditor

Date: _____

LIST OF ATTACHMENTS

Attachment 1

Map of Zone One Service Area

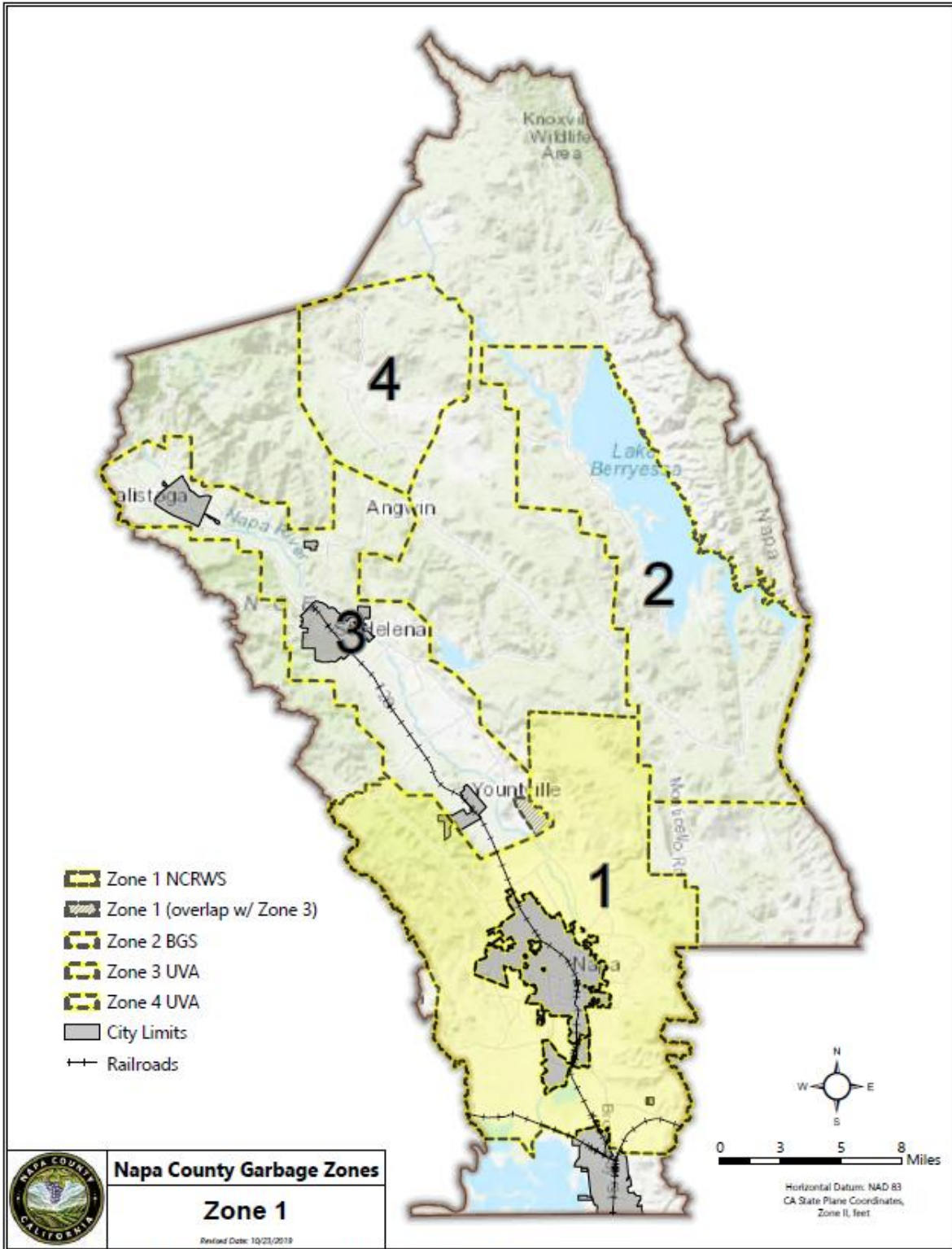
Attachment 2

Schedules of Material Types

Attachment 3

Schedule of Preferred MOU Pricing

ATTACHMENT 1 MAP OF ZONE ONE SERVICE AREA



ATTACHMENT 2

SCHEDULES OF MATERIAL TYPES

These schedules are subject to change pursuant to Sections IV.B and IV.D of the MOU.

Schedule 1 – Single Stream Recyclables & Source Separated Recyclables (Residential Recyclable Materials or Commercial Recyclable Materials)

1. Newspaper, catalogs, magazines, and phone books (including inserts, coupons, and advertisements)
2. Chipboard and paperboard packaging
3. Corrugated cardboard packaging
4. Mixed paper items, including but not limited to white or colored writing, printing, computer, and copy or construction papers, junk mail, bags, soft-bound books.
5. Glass containers, including clear and colored glass bottles and jars
6. Drink (milk/juice) cartons
7. Aluminum products, including beverage and food cans and containers, trays, foils, or wrappings, and small scrap metal items (36" or less)
8. Steel, tin, and bi-metal cans, containers, trays, and empty aerosol cans
9. Scrap metal (ferrous and non-ferrous), without-electronics, 36" or less (e.g. metal toaster, small griddle)
10. California Redemption Value (CRV) and non-CRV plastic container and mixed rigid plastics including empty plastic buckets, baskets, plastic crates and carts.
11. Unacceptable Contamination includes PVC piping, multi-resin plastic products, plastic bags and non-rigid "soft" plastics, expanded polystyrene products, mirrors, tarps, textiles, clothes, shoes, pyrex materials, dishware, windows, fiberglass materials, MSW, Hazardous Waste, hard cover books/manuals, universal wastes such as household batteries, fluorescent lamp and ballasts, bubble wrap, and other items or materials types that City and County agree to exclude.

ATTACHMENT 2
SCHEDULES OF MATERIAL TYPES
(Continued)

Schedule 2 – Food Scraps and Soiled Paper

1. Fruits and vegetables
2. Seafood and Shellfish
3. Meat, carcasses, bones, pet food
4. Grains, bread, beans, baked goods and pasta
5. Dairy products, cheese
6. Eggshells and eggs
7. Soiled, stained, or soaked paper products, including paper towels, napkins, tissues, paper cups, plates, and bowls; coffee grounds and filters, tea bags, paper fiber egg cartons, paper take-out food containers, greasy pizza boxes, waxed and butcher paper, waxed cardboard, certified compostable bags or wipes
8. Unacceptable Contamination includes MSW, Single Stream Recyclables, liquids, Hazardous Waste, rocks, dirt, pet waste, cloth or plastic diapers.

Schedule 3 – Yard Trimmings

1. Leaves, garden plants, and grass
2. Tree and brush trimmings and branches up to 6" diameter
3. Flowers, floral trimmings & holiday greenery (non-synthetic)
4. Sawdust, cotton balls/cotton swaps with paper stems
5. Natural cork and untreated and unpainted wood under 36" (e.g., small wooden crate)
6. Hair, fur, and feathers (non-synthetic)
7. Animal bedding and manure from non-meat eating animals (e.g., chickens, cows, etc.)
8. Unacceptable Contamination includes rocks, dirt, plastics, MSW, Single Stream Recyclables, pet waste, Hazardous Waste, tree trunks/stumps/branches greater than 6" in diameter

ATTACHMENT 2 SCHEDULES OF MATERIAL TYPES

(Continued)

Schedule 4 – Packaged Organics

1. Food Scraps, expired food or other compostable organic materials still in original manufacturer packaging requiring separation from inorganic packaging prior to active composting or anaerobic digestion
2. Boxed cereal, canned foods & soups, packaged meat & dairy products
3. Bagged or pre-packaged boxed produce and/or other food products.
4. Unacceptable Contamination includes inorganic (non-compostable) MSW, Single Stream Recyclables, Hazardous Waste, rocks, dirt, pet waste, organics in wood or metal packaging

Schedule 5 – Wood Waste

1. Non-treated wood, stained wood, wood with nails, wood with small metal items
2. Tree trunks/stumps/branches (free from leaf and brush materials) greater than 6” in diameter
3. Unacceptable Contamination includes painted wood, lacquered wood, creosote treated wood, railroad ties, telephone poles, excessive nails, large metal items, MSW and Hazardous Waste

ATTACHMENT 2
SCHEDULES OF MATERIAL TYPES
(Continued)

Schedule 6 – Recycle More Items

1. Televisions & computer monitors
2. Computer & office equipment
3. Consumer electronics
4. Household Appliances and Scrap Metal 36” or larger (e.g., oven, washer/dryer)¹
5. Cooking oil (in Contractor-supplied collection container)
6. Household batteries (when set out with other acceptable materials)
7. Clothing & Shoes and various reusable items (e.g. purses, handbags, backpacks, hard cover books, CDs/DVDS/tapes, etc.)
8. Unacceptable Contamination includes MSW, Hazardous Waste (with household batteries excluded), Single Stream Recyclables, Compostables, Wood Waste, wood furniture, sofas and other items not specifically listed as acceptable in both City and County Recycle More collection program.

¹Appliances and microwaves that are temporarily brought to the MDF, through the Recycle More service, for weight and record keeping purposes and then delivered to the Devlin Road Transfer Station are “Recycle More Items” for purposes of Attachment 3. Appliances and microwaves that are permanently left at the MDF for processing are “Appliances and Microwaves” for purposes of Attachment 3, regardless of whether or not they were brought to the MDF through the Recycle More service.

ATTACHMENT 3

SCHEDULE A. PREFERRED MOU PRICING FOR CONTRACTUALLY COMMITTED MATERIAL FLOWS

Material Type ²	Effective Dates and Rate/Gate Fees			
	7-1-21 to 9-30-21	10-1-2021 to 9-30-2022	10-1-2022 to 9-30-2023	10-1-2023 to 9-30-2024
Residential Recyclable Materials	\$15 per ton charge	\$15 per ton charge	\$15 per ton charge	\$15 per ton charge
Commercial Recyclable Materials	\$38 per ton charge	\$38 per ton charge	\$38 per ton charge	\$38 per ton charge
Source-Separated Commercial Green Glass	\$2 per ton credit	\$2 per ton credit	\$2 per ton credit	\$2 per ton credit
Source-Separated Commercial Clear Glass	\$2 per ton credit	\$2 per ton credit	\$2 per ton credit	\$2 per ton credit
Food Scraps and Soiled Paper	\$53 per ton charge	\$55 per ton charge	\$57 per ton charge	\$59 per ton charge
Packaged Organics	\$53 per ton charge	\$55 per ton charge	\$57 per ton charge	\$59 per ton charge
Yard Trimmings ³	\$43 per ton charge	\$45 per ton charge	\$47 per ton charge	\$49 per ton charge
Chipped Wood ⁴	\$39 per ton charge	\$35 per ton charge	\$37 per ton charge	\$39 per ton charge
Concrete & Asphalt	\$27 per ton charge	\$24 per ton charge	\$25 per ton charge	\$26 per ton charge

²All Material Types listed in Schedule A have the same meaning as the defined terms in Section II of this MOU.

³Yard Trimmings may be co-collected with Food Scraps and Soiled Paper from residential generators. However, to qualify for Yard Trimming pricing shown in Attachment 3, Schedule A, Yard Trimmings must represent the majority of compostable organic materials collected and delivered to the MDF.

⁴Untreated, pre-chipped, minimal green materials, including sawdust.

Drywall	\$30 per ton charge	\$27 per ton charge	\$28 per ton charge	\$29 per ton charge
Carpet & Underpadding (clean & dry)	\$60 per ton charge	\$54 per ton charge	\$55 per ton charge	\$56 per ton charge
Bulky Item Coupon (County)	\$10 charge per coupon	\$10 charge per coupon	\$11 charge per coupon	\$12 charge per coupon
Tire Coupon (County)	\$10 charge per coupon	\$10 charge per coupon	\$11 charge per coupon	\$12 charge per coupon
Recycle More Materials	No Charge	No Charge	No Charge	No Charge

SCHEDULE B. PRICING FOR MATERIALS NOT SUBJECT TO PREFERRED PRICING OR CONTRACTUALLY COMMITTED MATERIAL FLOWS*

	Effective Dates and Rate/Gate Fees		
Material Type ⁵	7-1-21 to 6-30-22	7-1-22 to 6-30-23	7-1-23 Until Future Napa City Council Adjustment
Wood Waste	\$63 per ton charge	\$65 per ton charge	\$67 per ton charge
Appliances and Microwaves ⁶	\$25 per item	\$26 per item	\$27 per item

*Pricing listed in this schedule is based on the MDF Self-Haul Gate Fees established pursuant to Resolution R2021-054 or as periodically adjusted by City-Council action.

⁵All Material Types listed in Schedule A have the same meaning as the defined terms in Section II of this MOU.

⁶Appliances and microwaves that are temporarily brought to the MDF, through the Recycle More service, for weight and record keeping purposes and then delivered to the Devlin Road Transfer Station are "Recycle More Items" for purposes of Attachment 3. Appliances and microwaves that are permanently left at the MDF for processing are "Appliances and Microwaves" for purposes of Attachment 3, regardless of whether or not they were brought to the MDF through the Recycle More service.