

Napa County

Yountville Town Council Chambers
6550 Yount Street, Yountville, CA 94599
www.countyofnapa.org/UVWMA



Agenda - Final

Monday, June 22, 2026

1:30 PM

**Yountville Town Council Chambers
6550 Yount St. Yountville**

Upper Valley Waste Management Agency (UVWMA)

CITY OF CALISTOGA

Scott Cooper, Vice Chair * Irais Lopez-Ortega, Alternate

CITY OF ST. HELENA

Aaron Barak, Member * Kate Spadarotto, Alternate

NAPA COUNTY

Anne Cottrell, Chair * Amber Manfree, Member * Joelle Gallagher, Alternate

TOWN OF YOUNTVILLE

Hillery Bolt Trippe, Member * Margie Mohler, Alternate

Steve Lederer, Manager * Alice Ramirez, Secretary/Clerk

Gary Bell, Legal Counsel * Tracy Schulze, Auditor * Bob Minahen, Treasurer

BOARD OF DIRECTORS REGULAR MEETING

**The Agency is experimenting with broadcasting the meeting, which could allow the acceptance of public comment remotely. This meeting will be accessible both in person and online via Microsoft Teams.
If the technology does not work, the meeting will still proceed as planned.**

You are invited to attend via this Teams meeting.

When:

Jun 22, 2026 01:30 PM Pacific Time (US)

Topic:

Upper Valley Waste Management Agency - June Meeting

Please click the link below to join:

<https://teams.microsoft.com/meet/221742840995724?p=BHfYiTnBMIXe9eBj1X>

Meeting ID: 221 742 840 995 724

Passcode: ZZ3bs62j

or

Telephone:

Dial: 1 323-591-9484

Phone conference ID: 342 939 425#

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. CONSENT ITEMS

- A. APPROVAL OF MINUTES [26-1324](#)
REQUESTED ACTION: Approval of the April 20, 2026 regular meeting minutes.
Attachments: [Minutes \(April 20, 2026\)](#)
- B. APPROVE AGREEMENT WITH CLIFTONLARSONALLEN LLP FOR AUDIT SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2026, 2027 AND 2028. [26-1032](#)
REQUESTED ACTION: Approve and authorize Agreement No. 260385B with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$3,300 per contract year, with two optional one-year renewals. (Fiscal Impact: \$3,300 Expense; UVWMA 8200000; Budgeted; Mandatory)
Attachments: [Agreement](#)
- C. APPROVAL OF DISCOUNT PROGRAM FOR ECONOMICALLY DISADVANTAGED CUSTOMERS. [26-1336](#)
DISCUSSION AND REQUESTED ACTION: Board to approve a Discount Program for Economically Disadvantaged Customers as described below and authorize the Agency Manager to develop the administrative procedures for the program.
- D. APPROVAL OF AB 1812 SUPPORT LETTER AND AUTHORIZATION FOR CHAIR TO SIGN [26-1347](#)
DISCUSSION AND REQUESTED ACTION: Agency Manager requests approval of a letter in support of AB 1812 (Aguiar-Curry) Solid waste: compostable products and authorization for the Chair to sign the letter.
Attachments: [AB 1812 Support Letter.pdf](#)

6. ADMINISTRATIVE ITEMS

- A. CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT** **26-1325**
DISCUSSION AND POSSIBLE ACTION: Staff to provide an update on the status of activities relevant to the Act.

Attachments: [Attachment A – 2026 Rutherford Event Data.pdf](#)

7. FRANCHISES' BUSINESS ITEMS

- A. FRANCHISES' STATUS** **26-1326**
DISCUSSION AND POSSIBLE ACTION: Agency Manager and Company to provide an update concerning the implementation of franchises' activities.

Attachments: [1. Q1 2026 Report](#)
[2. SUMMER 2026 NEWSLETTER-RESIDENTIAL](#)
[3. SUMMER 2026 NEWSLETTER-COMMERCIAL](#)

- B. WASTE MANAGEMENT COMPANIES' ISSUES** **26-1327**
DISCUSSION ITEM: This is an opportunity for the franchisee(s) to discuss/raise any items of concern they may wish the UVA to consider.

8. OTHER BUSINESS ITEMS

- A. MANAGER'S REPORT** **26-1328**
DISCUSSION AND POSSIBLE ACTION: Manager to provide an update on the status of current activities.

Attachments: [1. Financials](#)
[2. Public Comment - Karpowicz, Alyx email 05.04.26](#)
[3. After Meeting email receipt-Public Comment-Malan, Chris email-04.17.26](#)
[4. For the record After Meeting email receipt-Public Comment-Ellsworth, Geoff email-02.09.26-Resubmitted](#)
[5. Public Comment -Ellsworth, Geoff email 06.17.26](#)

- B. REPORTS FROM JURISDICTIONS** **26-1329**
DISCUSSION ITEM: Reports by the member jurisdictions of current information relevant to the Agency:

Napa County

Calistoga

St. Helena

Yountville

C. FUTURE AGENDA ITEMS

[26-1330](#)

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

10. ADJOURNMENT

The next regularly scheduled meeting of the Agency Board of Directors will be held on Monday, August 17, 2026 at 1:30 p.m. in the Yountville Town Council Meeting Chambers or as noted.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1324

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Alice Ramirez - Secretary/Clerk, UVWMA
SUBJECT: Approval of Minutes

RECOMMENDATION

APPROVAL OF MINUTES
REQUESTED ACTION: Approval of the April 20, 2026 regular meeting minutes.

BACKGROUND

Staff recommends approval of the April 20, 2026 regular meeting minutes. *Minutes attached.

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.



**MINUTES OF THE APRIL 20, 2026
REGULAR MEETING OF THE BOARD OF DIRECTORS**

1. CALL TO ORDER

The Upper Valley Waste Management Agency met in regular session on Monday, April 20, 2026, at 1:30p.m. at Yountville Town Council Chambers. Vice-Chair Cooper called the meeting to order at 1:37p.m.

2. ROLL CALL

The following members were present: Vice Chair Cooper, Member Bolt Trippe, Member Manfree; Chair Cottrell and Member Barak were excused.

3. PLEDGE OF ALLEGIANCE

Vice Chair Cooper led us in the Pledge of Allegiance.

4. PUBLIC COMMENT

*During this 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.*

Chris Malan, Executive Director of the Institute for Conservation Advocacy Research and Education, commented she submitted written comments on Friday that included pictures and was hoping the board would review it in advance of this comment today but was informed it was not received due to incorrect email address entered. Recommends PFAS reporting be a regular item on this board meeting agenda and include a session to report. Would like St. Helena to know that PFAS is coming from the (landfill) site. Requests monitoring the public well. Would like the Napa County Clover Flat Landfill project link accessible again. Zoom option (for these meetings) would be very much appreciated.

Agency Legal Counsel, Gary Bell stated to the commentor that this agency is separate legal entity from the County of Napa, so any requests to the County have to be made to them.

5. CONSENT ITEMS

A. APPROVAL OF MINUTES

REQUESTED ACTION: Approval of the February 9, 2026, regular meeting minutes.

B. APPROVE AMENDMENT TO AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION.

DISCUSSION AND REQUESTED ACTION: Staff recommends Chair sign Amendment No. 1 to Agreement No. 250242D with Clean Earth Environmental Solutions, Inc., amending the rates of compensation, increasing the maximum amount allowed under the agreement per fiscal year to \$74,000 and updating insurance requirements.

Approved Consent Items 5A & 5B: AM, HT and SC.

6. ADMINISTRATIVE ITEMS

A. CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT

DISCUSSION AND POSSIBLE ACTION: Staff to provide an update on the status of activities relevant to the Act. Agency staff, Amanda Griffis, summarized staff report and highlighted some sections of the agenda item.

B. PUBLIC HEARING: ADOPTION OF FISCAL YEAR 2026-2027 BUDGET

REQUESTED ACTION: Staff requests Approval and Adoption of Agency Resolution No. 26-01, adopting the proposed final budget for Fiscal Year 2026-2027.

Agency staff, Amanda Griffis, summarized staff report and highlighted some sections of the budget attached and noted UVWMA does not have any employees and therefore does not have any vacancies or recruitments. Staffing is provided by contract by the County of Napa, and all requested staffing has been provided. Napa County will provide its own reporting per AB 2561.

Vice Chair Copper noticed deficit within the last two years of the budget and agency staff suggested possible changes and noted additional discussions with Agency Manager.

C. CONSIDERATION OF REQUEST FOR GRANT FUNDS FOR THE TOWN OF YOUNTVILLE.

REQUESTED ACTION: Approval to award grant funding in the amount of \$25,000 for the Town of Yountville for the purchase of enclosures and signs for recycling, compost and trash carts and water refill stations.

Agency staff, Amanda Griffis, summarized staff report and highlighted some sections of the agenda item.

Agency Legal Counsel, Gary Bell stated for the record, members who are members of the agency who you are contracting with, (in this case, the Town of Yountville) there is an exception for the interest of conflict for contracts for someone receiving only a salary, per diem or reimbursement, as long as that interest is noted for the official record.

7. FRANCHISES' BUSINESS ITEMS

A. Franchises' Status

DISCUSSION AND POSSIBLE ACTION: Manager and Company provided an update concerning the implementation of franchises' activities.

Agency staff, Amanda Griffis, summarized this item.

Carlos Ramirez, District Manager with Upper Valley Disposal, made a presentation on safety and culture at the Company.

Discussion on other safety processes.

Chris Malan, Executive Director of the Institute for Conservation Advocacy Research and Education said she has been following the safety issue at Clover Flat Landfill since 2018 and while Waste Connections is the new owner, with the previous owner there were several tragedies. Wants to know if there is a grievance process for reporting unresolved safety issues or concerns from employees? She asked about safety guidelines and specific expertise trainings that employees should know to do their job. Can Waste Connection apply for grants or get more education to deal with PFAS to avoid further contamination in the wells at Clover Flat to better manage the issue?

B. Waste Management Companies' Issues

DISCUSSION ITEM: This is an opportunity for the franchisee(s) to discuss/raise any items of concern they may wish the UVA to consider.

Christy Pestoni, Director of Government Affairs, with Waste Connections, provided several handouts and explained current legislation updates, changes due to Climate Change, waste collection process changes due to these changes and the various reporting requirements.

Discussion on other important Advanced Clean heavy duty Fleet rules and requirements.

Lexi Mangola, with Waste Connections, shared that the Company was awarded the requested RFP for film plastic collections pilot program, in conjunction with SB 54. The Town of Yountville will be part of the pilot program to be rolled out in June 2026. Future plans would be to roll it out to the rest of the service areas, and include outreach and education, if there is an end market for this material. There will be no impact to rate payors.

Chris Malan (Executive Director of the Institute for Conservation Advocacy Research and Education) would like microphones to be turned on so all in the chambers can hear all discussions. Would also like to see this Board support SB 54 via a resolution.

8. OTHER BUSINESS ITEMS

A. Manager's Report

DISCUSSION AND POSSIBLE ACTION: Manager to provide a written update on the status of current activities.

Agency staff, Amanda Griffis summarized this item and mentioned all public comments received before the agenda is published are included in the agenda and anything after will be forwarded to the board and added to the agenda website for public record.

B. Reports from Jurisdictions

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

- i. Napa County: Attended Recycling Award Ceremony that took place in the City of Napa. Very positive event for recycling services. Would be supportive of signing a letter of support for Cecilia Aguilar-Curry

AB 1812 bill.

Agency Legal Counsel, Gary Bell will discuss this with Agency Manager to see best mechanism to do this .

- ii. Calistoga: Nothing to report.
- iii. St. Helena: None.
- iii. Yountville: Nothing to report.

C. Future Agenda Items

DISCUSSION ITEM: Discussion of any items Board members wish to have addressed at a future meeting date. Bring back support for AB 1812 and discounted rate information.

Vice Chair Cooper would like to hear from Company after he witnessed styrofoam cups falling out of a garbage truck and wants to know how often that happens and ways to prevent it from happening and how other witnesses can report it.

9. ADJOURNMENT

The meeting was adjourned at 2:47p.m. The next regularly scheduled meeting of the Agency Board of Directors will be held on Monday, June 22, 2026, at 1:30p.m. in the Yountville Town Council Meeting Chambers or as noted.

AYES: _____
 NOES: _____
 ABSTAIN (A): _____
 ABSENT(B): _____
 EXCUSED(X): _____

By: _____
 ATTEST: Steven Lederer, Manager of the Upper Valley Waste Management Agency

KEY

Vote: AC = Anne Cottrell; AB = Aaron Barak; AM = Amber Manfree; HT = Hillery Trippe;
 IL-O = Irais Lopez-Ortega; JG = Joelle Gallagher; MM = Margie Mohler; PR = Pam Reeves; SC = Scott Cooper.
 The maker of the motion and second are reflected respectively in the order of the recorded vote.
 Notations next to vote: Y = Ayes; N = No; A = Abstain; B = Absent; X = Excused



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
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Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1032

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Justine Leuthold- Staff Services Analyst I
SUBJECT: Agreement with CliftonLarsonAllen LLP for Audit Services for Fiscal Years Ending June 30, 2026, 2027 and 2028

RECOMMENDATION

APPROVE AGREEMENT WITH CLIFTONLARSONALLEN LLP FOR AUDIT SERVICES FOR FISCAL YEARS ENDING JUNE 30, 2026, 2027 AND 2028.

REQUESTED ACTION: Approve and authorize Agreement No. 260385B with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$3,300 per contract year, with two optional one-year renewals. (Fiscal Impact: \$3,300 Expense; UVWMA 8200000; Budgeted; Mandatory)

BACKGROUND

Every five years, the Napa County Auditor-Controller issues a Request for Proposals (RFP) for professional auditing services for the County and various special districts for which the Auditor-Controller provides financial reporting oversight. The RFP includes audit services for nine special districts that utilize the County’s enterprise financial system (Tyler Munis) and for which separate agreements must be executed directly between each district and the selected audit firm.

On February 25, 2026, the Auditor-Controller’s Office issued an RFP for these services for fiscal years ending June 30, 2026, 2027, and 2028, with two optional one-year extensions. Proposals were due on April 3, 2026, and the County received five responsive submissions. None of the proposing firms were local. The County’s prior external auditor had served in that role for ten years. While not required, periodically rotating audit firms is considered a best practice and provides an opportunity for a fresh independent perspective.

Proposals were evaluated by an Audit Review Team consisting of the Auditor-Controller and Deputy Auditor-Controller, with input from the Senior Accountant-Auditor and Principal Grant Compliance Auditor. Evaluation criteria included technical expertise and cost, weighted at 60 percent and 40 percent, respectively. Based on the results of the evaluation process, CliftonLarsonAllen LLP (CLA) received the highest overall score and was

selected as the recommended audit firm.

Because UVWMA is one of the special districts included in the RFP, it must enter into a separate Professional Services Agreement directly with CLA for the audit services applicable to the District. The proposed agreement covers the initial three-year term, with two optional one-year extensions, consistent with the County’s master agreement. The annual fee reflects only the services applicable to the District.

The annual cost is as follows:

Scope	Budget Unit	Annual Cost
UVWMA Auditing Services	8200000	\$3,300

Requested Action: Approve and authorize the Chair of the Board to sign Agreement No. 260385B with CliftonLarsonAllen LLP (“CLA”) for audit services for fiscal years ending June 30, 2026, 2027 and 2028, in an amount not to exceed \$3,300 per contract year, with two optional one-year renewals.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Appropriations will be included in the fiscal year 2026-27 budget within Division 8200000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Fees for the second and third contract years will remain unchanged from those presented above and will be incorporated into future budgets.
Consequences if not approved:	Government Code Section 25250 states, in part, that “at least biennially, the Board of Supervisors shall examine and audit, or cause to be audited, the financial accounts and records of all officers having responsibility for the care, management, collection, or disbursement of money belonging to the county or money received or disbursed by them under authority of law.”

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.

UPPER VALLEY WASTE MANAGEMENT AGENCY AGREEMENT NO. 260385B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 22nd day of June, 2026, ("Effective Date") by and between Upper Valley Waste Management Agency, a political subdivision of the State of California, hereinafter referred to as "Agency," and CliftonLarsonAllen LLP whose address is 915 Highland Pointe Drive, Suite 300, Roseville, CA 95678, hereinafter referred to as "Consultant."

RECITALS

- A. Agency wishes to obtain professional services, as authorized by Government Code section 31000, in the form of specialized audit services.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to Napa County's ("County") Request for Proposal number ACO022601.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, Agency and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

- 1.1 Scope of Services.** Consultant shall provide professional services to Agency as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposal issued by County, and Consultant's proposal or statement of qualifications.
- 1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A. Time is of the essence in the performance of the scope of services.
- 1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with applicable professional standards. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by Agency within one year after completion of such services. This remedy is in addition to any other remedies that may be available to Agency in law or equity.
- 1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from Agency unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, Agency may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If Agency takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by Agency in performing such correction, including but not limited to the cost of Agency staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies Agency may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by Agency.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of Agency pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of Agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on December 31, 2028 unless extended or terminated earlier in accordance with this Article.

At the conclusion of the initial term, this Agreement may be extended at the Agency's option on or before May 31, 2028, for up to two additional years by providing written notice to Consultant.

2.2 Suspension for Convenience. Agency may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. Agency must give 10 days prior written notice to Consultant of such suspension. Agency may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. Agency may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to Agency all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. Agency shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing Agency with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. Agency may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from Agency specifying the nature of the default, Agency may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of Agency enumerated in this paragraph are in addition to and independent of Agency's rights under any other provision of this Agreement and any right or remedy available to Agency at law or in equity.

2.4.1 Absence of Default. If after Agency gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of Agency under paragraph 2.3.

2.5 Purchasing Agent's Authority. The Napa County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement on behalf of Agency.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. Agency shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. Agency shall pay Consultant those fixed amounts set forth in Exhibit B attached hereto and incorporated herein by reference.

3.1.2 Expenses. No travel or other expenses will be reimbursed by Agency.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be a total of three thousand three hundred dollars (\$3,300) per contract year, including any optional year, as further detailed in Exhibit B; however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the Auditor-Controller who will review the invoice to confirm its contents match the services provided during the period covered by the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Agency Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple Agency fiscal years, and that compensation under this Agreement is contingent on the Board of Directors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. Agency is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Directors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless Agency and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising solely from the negligence or willful misconduct of Agency. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, Agency acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs Agency incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County’s website at [Napa County Purchasing Policies \(link\)](#) and are hereby incorporated by reference.

6.1.1 Napa County “Waste Source Reduction and Recycled Product Content Procurement Policy,” which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County “Discrimination, Harassment and Retaliation Prevention Policy,” which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County “Drug and Alcohol Policy,” which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 “Napa County Information Technology Use and Security Policy” which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County “Workplace Violence Policy,” which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by Agency or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to Agency and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of Agency relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold Agency harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If Agency is audited for compliance regarding any withholding or other applicable taxes or

amounts, Consultant shall furnish Agency with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from Agency.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and Agency. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though Agency's recommendation of settlement may be subject to the approval of the Board of Directors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide Agency with access to Consultant's records which are reasonably necessary for Agency to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by Agency, either by providing copies of the requested records to Agency or allowing Agency to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement. For the avoidance of doubt, records as identified in this Section do not include Contractor's workpapers which are proprietary information and access is restricted.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Tracy A. Schulze
Napa County
1195 Third Street, Suite B-10
Napa, CA 94559

CONSULTANT

Richard Gonzalez
CliftonLarsonAllen LLP
915 Highland Pointe Drive, Suite 300
Roseville, CA 95678

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of Agency. Any provisions of this Agreement that may appear to give Agency any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of Agency concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than Agency and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of Agency. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of Agency. Contractor shall not disclose records or other information provided by Agency under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by Agency; (2) subsequently become publicly known through no act or omission of Consultant; (3) otherwise become known to Consultant other than through disclosure by Agency; or (4) disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit Consultant from disclosing Agency's information to one or more of Consultant's affiliated companies in order to provide services that Agency has requested from Consultant or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of Agency's information as apply to Consultant. Agency also consents to Consultant's disclosure of information regarding the nature of services Consultant provides to Agency to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest. Consultant may, at times, use third-party software applications to perform services under this Agreement. Agency acknowledges the software vendor may have access to its data.

9.9 Insolvency. Consultant shall notify Agency if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Agency contract numbers and contracting offices for all Agency contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, which shall have exclusive jurisdiction therefor.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 Agency Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of Agency as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Agency in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without Agency's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at Agency's sole discretion. In no event shall any putative assignment create a contractual relationship between Agency and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all

rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h), affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

9.22 Ownership of Consultant's Workpapers. The workpapers and files supporting the services Consultant performs are the sole and exclusive property of Consultant and constitute confidential and proprietary information. Consultant does not provide access to its workpapers and files to Agency or anyone else in the normal course of business. Unless required by law or regulation to the contrary, Consultant retains its workpapers and files in accordance with its record retention policy that typically provides for a retention period of seven years. After this period expires, Consultant's workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time Consultant's records are available. The workpapers and files of Consultant are not a substitute for Agency's records. Pursuant to authority given by law, regulation or professional standards Consultant may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. Consultant will notify Agency of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of Consultant personnel and at a location designated by Consultant. Furthermore, upon request, Consultant may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

9.23 Data Aggregation. Consultant regularly aggregates anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, Consultant is always careful to preserve the confidentiality of the separate information that Consultant obtains from each client, as required by the AICPA Code of Professional Conduct and various laws. Agency's acceptance of this Agreement will serve as its consent to Consultant's use of anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

IN WITNESS WHEREOF, this Agreement is executed by Agency, acting by and through the Chair of the Board of Directors, and by Consultant through its duly authorized officer(s).

CliftonLarsonAllen LLP


By Rich.Gonzalez@claconnect.com Digitally signed by
Rich.Gonzalez@claconnect.com
Date: 2026.06.01 13:15:56
-07'00'
Richard Gonzalez, CPA, Principal

UPPER VALLEY WASTE MANAGEMENT AGENCY, a
political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Directors of the
Upper Valley Waste Management Agency

APPROVED AS TO FORM:

Date: 6-1-26

BY: 
ATTEST:
STEVEN LEDERER, Agency Manager

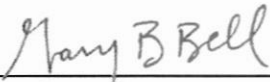
BY: 
Agency Counsel
GARY B. Bell

EXHIBIT A
SCOPE OF SERVICES

I. Description of Services

Consultant shall provide the following services in accordance with the terms of this Agreement:

- **Financial Statement Audit**

Audit and report on the financial statements for the Agency.

Final Deliverables Due: October 15 of each year during the term of this Agreement.

- **Audit Opinion**

Express an opinion on the fair presentation of the Agency's basic financial statements in accordance with generally accepted accounting principles.

Final Deliverables Due: October 15 of each year during the term of this Agreement.

**EXHIBIT B
COMPENSATION AND FEE SCHEDULE**

Scope/Entity	Contract Years			Optional Years	
	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30
Agency Auditing Services*	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300

* The above fees exclude Single Audit services, should a Single Audit be required in any contract year. If applicable, an additional fee of \$5,000 shall apply per major program requiring testing.

EXHIBIT C
INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide Agency with certification of all such coverages upon request by Agency's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of Agency's Risk Manager, demonstrated by other evidence of coverage acceptable to Agency's Risk Manager, which shall be filed by Consultant with the Agency Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its Agency number or title and department; shall be kept current during the term of this Agreement; shall provide that Agency shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa Agency, its officers, employees, agents, and volunteers as additional insureds via a blanket endorsement as required by written contract and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of Agency shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to Agency with respect to any insurance or self-insurance programs maintained by Agency. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Self-Insured Retention. In the event of a claim, suit, or action, the Agency reserves the right to request relevant sections of any applicable insurance policy and endorsements. Any self-insured retentions (SIR) shall not reduce the limits of liability. The failure to exercise this right shall not constitute a waiver of such right.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1336

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steve Lederer, Agency Manager
REPORT BY: Steve Lederer, Agency Manager
SUBJECT: Discount Program for Economically Disadvantaged Customers

RECOMMENDATION

APPROVAL OF DISCOUNT PROGRAM FOR ECONOMICALLY DISADVANTAGED CUSTOMERS.
DISCUSSION AND REQUESTED ACTION: Board to approve a Discount Program for Economically Disadvantaged Customers as described below and authorize the Agency Manager to develop the administrative procedures for the program.

BACKGROUND

At a previous Board meetings the Board asked staff to investigate the possibility of implementing a discount program for economically disadvantaged customers. After reviewing several options, we recommend a program that mirrors the Low Income Financial Assistance program used in the City of Napa. The key elements include:

1. Residential accounts only, for those who have qualified for the PG&E CARE program. Key point here being that UVA/UVDS staff do not have to ask for or analyze financial data or make judgement decisions. The customer either is on the PG&E CARE and qualifies for our discount, or they don't.
2. Discount would be a flat amount of \$15/month (since UVDS bills quarterly, it would actually be \$45/quarter).
3. When an account is closed, the discount would cease (i.e. the next customer will not be able to inherit the discount unless they too qualify). A qualifying customer can get the discount at their new location.
4. The customer would have to recertify (present a current letter) every 3 years.
5. The company will keep track of the amount discounted and bill the Agency quarterly for the full amount of the discount. Agency shall reimburse the Company from Agency funds.

6. The City of Napa indicates that 5.8% of their customers participate. At roughly 5000 residential customers, if 6% participated, and each got \$15/month discount, the cost to the Agency would be about \$54,000/year. The Agency has sufficient funds budgeted in “54805 Community Grants” to cover the expected expense. The program shall be capped at 10% of customers to ensure expenses don’t exceed available funds.
7. To allow time to educate our customers and set up the program, the program will commence on October 1, 2026. When a customer is approved to join the program, the discount will start with next quarterly billing cycle (i.e. if a customer is approved on September 1, they would get the discount starting October 1).
8. Agency staff, with help from the Company, will create marketing and educational materials to inform our customer base of the program.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	54805 Community Grants
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This program allows the Agency to assist those members of the community who are economically disadvantaged.
Is the general fund affected?	No
Future fiscal impact:	The program will be reconsidered and budgeted each fiscal year.
Consequences if not approved:	The program will not be implemented
Additional Information	None

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Not a project as regulated by CEQA.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
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Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1347

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Amanda Griffis, Supervising Environmental Resource Specialist
REPORT BY: Amanda Griffis, Supervising Environmental Resource Specialist
SUBJECT: Approval of AB 1812 Support Letter and Authorization for Chair to Sign

RECOMMENDATION

APPROVAL OF AB 1812 SUPPORT LETTER AND AUTHORIZATION FOR CHAIR TO SIGN
DISCUSSION AND REQUESTED ACTION: Agency Manager requests approval of a letter in support of AB 1812 (Aguiar-Curry) Solid waste: compostable products and authorization for the Chair to sign the letter.

BACKGROUND

Local governments have been working in good faith to implement the sweeping requirements of SB 1383 which mandates the collection and processing of organic materials at an unprecedented scale. Cities and counties have invested substantial public resources to establish new or expand existing collection programs, amend contracts, secure responsible end markets, educate residents and businesses, and conduct enforcement.

California’s organics recycling system processes approximately 12 million tons of yard trimmings and food scraps (organic waste) annually, but this system depends on uncontaminated organic waste streams. These efforts are undermined when non-compostable materials enter the system. Plastic and “compostable plastic” contamination in the compost stream increases processing costs, degrades compost quality, leads to rejected loads and landfilling, and jeopardizes the ability to meet procurement requirements, threatening the viability of organic waste recycling programs and the markets that depend on high-quality finished compost. Removing contamination from composting streams already accounts for over 20% of compost production costs, and compostable plastics exacerbate this problem. Because they are indistinguishable from conventional plastics in a high-volume setting, “compostable” plastics cannot be reliably sorted by hand or mechanically. Instead, all plastics are removed to protect the quality of the end product - compost. Therefore, addressing problematic plastics and misleading “compostable” claims is essential to ensure that SB 1383 implementation remains feasible, cost-effective, and capable of delivering the environmental benefits the Legislature intended.

Previously, the State and local jurisdictions had little control over the design and labeling of “compostable

plastics” products entering the stream of commerce that ultimately contaminate the organic waste systems they have invested heavily to develop. AB 1201 (Chapter 504, Statutes of 2021) sought to remedy this issue by setting standards for products to be able to be considered compostable. Under AB 1201, products labeled as “compostable” must meet multiple criteria: they must comply with USDA National Organic Program (NOP) standards for allowable compost feedstocks, pass recognized ASTM composability tests, and be free of persistent contaminants such as PFAS, ensuring that certified compostable products are truly compatible with organic recycling systems and safe for end markets.

In August 2023, the Biodegradable Products Institute (BPI), a North American trade organization representing manufacturers of compostable products, petitioned NOP to allow certified “compostable plastics” in organic production. While this petition was under consideration, CalRecycle extended the implementation deadline for AB 1201 requirements from January 1, 2026 to June 30, 2027. In January 2026, the USDA National Organic Standards Board (NOSB) unanimously voted against adding broad classes of synthetic compostable materials to the National List of allowed compost feedstocks under the NOP. While the NOSB concluded that those products do not currently meet the criteria for organic labeling, it kept open the possibility for future review of individual substances on a case-by-case basis. As a result, compost that contains plastics of any kind, including “compostable” bioplastics, are not eligible to be labeled organic. Farmers purchase two-thirds of the compost produced in California and rely on NOP certification to guarantee quality and purity. Organic farmers rely on NOP certification to protect their status as Certified Organic growers.

Beyond the NOP requirements, compostable plastics generally do not fully decompose in California’s composting facilities. While some bioplastics may meet ASTM standards, those ASTM standards do not reflect real world composting conditions and timeframes in California’s facilities. Even if compostable plastics were able to fully decompose in California’s compost facilities, the federal bar on labeling the end product as organic would eliminate much of the market for finished compost, thereby leaving public and private facilities awash in unwanted compost.

All of the increased costs from contamination removal are passed on to everyday solid waste ratepayers, as well as municipalities. A significant part of composters’ revenue comes from charging a fee to take ratepayers’ organic waste. If the composters must spend more to sort out this plastic contamination, that cost is passed to the generators - everyone that pays a trash bill, including local governments.

Consumers who opt for compostable products are willing to pay a premium for the peace of mind that the product is being composted. However, when they purchase bioplastics labeled as compostable, they are simultaneously contributing to a contamination issue that they also pay to address via solid waste rates.

AB 1812 clarifies which products can be labeled compostable, reducing contamination and consumer confusion while protecting the integrity and growth of California’s organics recycling system. By keeping bioplastics out of the composting stream, this bill improves system efficiency, lowers costs for ratepayers, and increases the availability of high-quality compost for farmers.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Where is it budgeted?	N/A
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	AB 1812 will help to ensure the organic waste stream remains uncontaminated, costs are kept down for rate payers and compost produced has an end market.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	UVWMA will not support AB 1812

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.



1195 Third Street Suite 101, Napa, CA 94559
707-253-4351 | napacounty.gov/UVWMA

June 22, 2026

The Honorable Catherine S. Blakespear
California State Senate
1021 O Street, Suite 7720
Sacramento, CA 95814

**RE: AB 1812 (Aguiar-Curry) Solid waste: compostable products
As amended on March 23, 2026 – SUPPORT**

CC: The Honorable Cecilia Aguiar-Curry

Dear Senator Blakespear,

The Upper Valley Waste Management Agency is pleased to **support** Assembly Bill 1812 related to compostable products.

Local governments have been working in good faith to implement the sweeping requirements of SB 1383 (Chapter 395, Statutes of 2016) which mandates the collection and processing of organic waste at an unprecedented scale. Cities and counties have invested substantial public resources to establish new or expand existing collection programs, amend contracts, secure responsible end markets, educate residents and businesses, and conduct enforcement.

California's organics recycling system processes approximately 12 million tons of yard trimmings and food scraps (organic waste) annually, but this system depends on uncontaminated organic waste streams. These efforts are undermined when non-compostable materials enter the system. Plastic and "compostable plastic" contamination in the compost stream increases processing costs, degrades compost quality, leads to rejected loads and landfilling, and jeopardizes the ability to meet procurement requirements, threatening the viability of organic waste recycling programs and the markets that depend on high-quality finished compost. Removing contamination from composting streams already accounts for over 20% of compost production costs. Therefore, addressing problematic plastics and misleading "compostable" claims is essential to ensure that SB 1383 implementation remains feasible, cost-effective, and capable of delivering the environmental benefits the Legislature intended.

Previously, the State and local jurisdictions had little control over the design and labeling of “compostable plastics” products entering the stream of commerce that ultimately contaminate the organic waste systems they have invested heavily to develop. AB 1201 (Chapter 504, Statutes of 2021) sought to remedy this issue by setting standards for products to be able to be considered compostable. Under AB 1201, products labeled as “compostable” must meet multiple criteria: they must comply with USDA National Organic Program (NOP) standards for allowable compost feedstocks, pass recognized ASTM compostability tests, and be free of persistent contaminants such as PFAS, ensuring that certified compostable products are truly compatible with organic recycling systems and safe for end markets.

In August 2023, the Biodegradable Products Institute (BPI), a North American trade organization representing manufacturers of compostable products, petitioned NOP to allow certified “compostable plastics” in organic production. While this petition was under consideration, CalRecycle extended the implementation deadline for AB 1201 requirements from January 1, 2026 to June 30, 2027. In January 2026, the USDA National Organic Standards Board (NOSB) unanimously voted against adding broad classes of synthetic compostable materials to the National List of allowed compost feedstocks under the NOP. While the NOSB concluded that those products do not currently meet the criteria for organic labeling, it kept open the possibility for future review of individual substances on a case-by-case basis. As a result, compost that contains plastics of any kind, including “compostable” bioplastics, are not eligible to be labeled organic. Farmers purchase two-thirds of the compost produced in California and rely on NOP certification to guarantee quality and purity. Organic farmers rely on NOP certification to protect their status as Certified Organic growers.

Beyond the NOP requirements, compostable plastics generally do not fully decompose in California’s composting facilities. While some bioplastics may meet ASTM standards, those ASTM standards do not reflect real world composting conditions and timeframes in California’s facilities. Even if compostable plastics were able to fully decompose in California’s compost facilities, the federal bar on labeling the end product as organic would eliminate much of the market for finished compost, thereby leaving public and private facilities awash in unwanted compost.

AB 1812 would preserve California’s robust and renowned composting system from plastic pollution by keeping plastic contamination out of the organics recycling system and aligning consumer expectations with the realities of California’s composting systems. The bill makes clear that manufacturers should make all plastic items recyclable and focus on the use of plant fiber for compostable products.



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AB 1812 is needed to align upstream product standards with downstream composting realities. By reducing problematic materials at the source and clarifying what can truly be composted in real-world facilities, the bill will help protect existing infrastructure investments, preserve agricultural and landscaping end markets, and ensure that compost produced from California's organic waste programs remains safe, usable, and marketable. Without these safeguards, contamination will continue to erode program effectiveness and place additional financial burdens on local ratepayers while jeopardizing the State's circular economy goals.

For these reasons, we are pleased to **support** AB 1812.

Respectfully,

Anne Cottrell, Chair

Upper Valley Waste Management Agency



Napa County

Board Agenda Letter

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Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1325

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Amanda Griffis - Supervising Environmental Resource Specialist
REPORT BY: Amanda Griffis - Supervising Environmental Resource Specialist
SUBJECT: California Integrated Waste Management Act

RECOMMENDATION

CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT

DISCUSSION AND POSSIBLE ACTION: Staff to provide an update on the status of activities relevant to the Act.

BACKGROUND

WASTE REDUCTION, RECYCLING, HAZARDOUS WASTE PROGRAMS UPDATE

HAZARDOUS WASTE COLLECTIONS - Upper Valley Waste Management Agency (UVWMA) held a hazardous waste (HW), electronic waste (e-waste), paper shredding and compost distribution event on Saturday April 25. A HW event for businesses was held on Friday April 24. UVWMA's HW collections contractor, Clean Earth, collected HW dropped off by the public. Upper Valley Disposal Services (UVDS) collected e-waste, a subcontractor of UVDS provided paper shredding. E-waste collection and paper shredding were provided at no additional cost, due to the franchise agreement with UVDS. UVWMA has received and paid for the invoice from Clean Earth for the event, the cost totaled \$23,889.85. Included in the cost is mobilization of Clean Earth for the temporary event and disposal of collected hazardous wastes.

Zero businesses utilized the business event on Friday April 24. On Saturday April 25, residents from each of the UVWMA member jurisdictions participated in the household HW collection. See Attachment A - 2026 Rutherford Event Data for survey data from the event. There were 218 attendees at this event, a 6% decrease from the 2025 event with 233 attendees.

52.5 cubic yards of compost were distributed to 28 residents, counting towards the annual SB 1383 required organic product procurement target for UVWMA.

UVWMA staff have scheduled the fall HW collection events at the Calistoga Fairgrounds for Friday November 13 1:00pm - 4:00pm (business) and Saturday November 14 8:00am - 1:00pm (residential).

SHARPS AND MEDICATIONS DISPOSAL - SB 212 requires pharmaceutical companies to run statewide stewardship programs that provide safe and convenient disposal options for pharmaceutical and home-generated sharps waste at no cost to the consumer. Medication collections are available in receptacles and via pre paid mail back options at no cost to consumers. Sharps will be collected via a secure mail back container at no cost to consumers. Secure sharps mail back containers are to be provided at the point of sale or with five days by stewardship programs and containers can also be requested online. More information on these programs can be found at napacounty.gov/hazwaste.

In addition to the above mentioned stewardship programs, Clean Earth accepts non-controlled medications and sharps at up-valley hazardous waste collection events. Clover Flat Landfill accepts sharps at no charge during regular business hours. A medication collection bin is located at the St. Helena, Calistoga and Yountville Police Department; non-controlled and controlled medications are accepted.

BEVERAGE CONTAINER RECYCLING PROGRAM - UVWMA applies as a regional agency for payments that CalRecycle issues for beverage container recycling programs. Staff use the \$25,000 of funds for beverage container recycling and litter reduction activities. Examples include the purchase of recycling bins for public buildings, community parks, main streets, businesses, schools and public gathering areas, and expenditures related to the installation of water refill stations. UVWMA has begun expending the "FY 2024-25" funding cycle, funds can be expended thru January 5, 2027. UVWMA have received the payment for the "FY 2025-26" funding cycle, funds can be expended between early 2026 (after award) and February 2, 2028.

CALRECYCLE - The CalRecycle Electronic Annual Report (EAR) for UVWMA is due on 8/3/26. UVWMA staff will complete the report on or before the due date. UVWMA reports on activities relating to compliance with AB 939, AB 1826, AB 341 and SB 1383.

UVWMA received notice from CalRecycle's Local Assistance and Market Development Branch that the Jurisdiction and Agency Compliance and Enforcement Branch (JACE) will soon reach out to UVWMA for a SB 1383 compliance evaluation. This will include an inspection of all SB 1383 required records from January 1, 2022 to date. UVWMA staff have continued preparing the required records, with the assistance of UVDS and

member jurisdiction staff. UVWMA staff received the notice of a forthcoming records inspection in December 2025 but have not yet received the official notice from JACE of a scheduled due date for the records inspection. Jurisdictions who have received compliance evaluation notices and statuses of those reviews can be found on the CalRecycle website: <https://calrecycle.ca.gov/organics/slcp/enforcement/calrecycleenforcement/>

Staff have continued expenditures towards the CalRecycle SB 1383 local assistance grant. The grant cycle closes on November 1, 2026 and the final report is due on that same date.

In February, the UVWMA board approved an agreement for a maximum of \$90,000 with SCS Engineers for a waste characterization study. The funding for this agreement is from the CalRecycle SB 1383 local assistance grant. UVWMA applied for this grant as the lead. The grant awarded funding based on population, as such UVWMA applied as the lead with the entirety of the unincorporated area of Napa County participating as well. The awarded funding is to be expended throughout the UVWMA area and all Napa County unincorporated areas. UVWMA and Napa County staff worked with SCS Engineers to finalize a field methodology plan that includes how many samples will be taken and a list of what items will be sorted, evaluated and documented. The waste characterization, or the on the ground sorting and categorizing of waste, will take place July 13-17 at Clover Flat Landfill and July 9-10 at the Devlin Road Transfer Station.

SB 1383 IMPLEMENTATION - UVWMA and UVDS staff continue work together to reach out directly via phone, email and site visit to non-compliant accounts to provide education and assistance with meeting SB 1383 organics recycling requirements.

SB 1383 requires jurisdictions to meet container contamination minimization requirements. One way to meet these requirements is by conducting route reviews of all hauler routes for prohibited container contaminants once per year. Within routes, containers may be randomly selected along the route for further inspection and enough containers must be inspected in to order to adequately determine overall compliance. This further inspection is typically called "lid flips". Residential lid flips are scheduled for July. Recycle, compost and landfill carts will be inspected at a total of 120 residential accounts. Previously audits were split evenly between jurisdictions. This year staff are considering weighting the audits based on the number of accounts, with the following order from most to least audits: Napa County, St Helena, Calistoga, Yountville. If contaminants are found, educational tags will be left on the cart informing the resident of the error. Commercial lid flips will begin after the residential routes are completed, approximately 30 commercial accounts will be inspected.

UVWMA continues outreach, education and assistance to ensure Tier One and Tier Two commercial edible food donors are compliant with SB 1383 requirements. To date, seven of nine Tier One and 11 of 13 Tier Two commercial edible food donors are compliant with the requirements, with an overall compliance total of 81%.

In summer 2024, UVWMA partnered with the City of Napa and Napa County to release funding to expand the countywide capacity for edible food recovery. Two projects were awarded, \$50,000 to Feeding it Forward (FIF) to retrofit an electric van with refrigeration and \$40,000 to Community Action of Napa Valley (CANV) to purchase a vehicle to pick up smaller loads of excess edible food. Both the FIF and CANV grant agreements end in June 2026. CANV requested reimbursement and received payment for \$40,000 in October 2025. To date, FIF has requested reimbursement and received payment for \$42,388.62 of their awarded \$50,000.

UVWMA is partnering with the City of Napa and Napa County to execute an agreement with Abound Food Care. In 2022, Abound Food Care was selected after a competitive RFQ process to complete the SB 1383 required food recovery capacity assessment. Staff have identified a need to work with a food recovery expert to determine the current capacity for SB 1383 required edible food recovery, determine if/how much the aforementioned grants expanded capacity and suggest how to best expand capacity if needed. Costs for the grant will be shared based on number required donors, likely 28% UVWMA, 20% Napa County and 52% City of Napa. At the time of agenda publish, UVWMA staff have not yet received a total cost estimate for the project, an update will be provided at a future meeting.

OUTREACH - UVWMA's multi family dwelling outreach consultant, Soluna Outreach Solutions, has continued with outreach and education to multi family dwelling managers and owners on SB 1383 requirements in English and Spanish.

BUSINESS ASSISTANCE PROGRAM - UVWMA and UVDS offer free assistance to any business requesting help in improving waste diversion, it is also available to any business working to become compliant with SB 1383 and is often offered in the initial direct outreach to businesses who are notified they are not compliant with SB 1383. Assistance includes: a walk through to assess needs, UVDS suggested service changes to allow for compliance with SB 1383, recycling and composting interior bins, staff trainings, interior and exterior signs, interior bins stickers and on going support. Businesses may request assistance by calling UVDS at 707-963-7988 or emailing UVWMA at upvalleyrecycles@countyofnapa.org.

ZERO WASTE EVENT SUPPORT - UVWMA staff have created and made available a Request for Zero Waste Event Support application. The purpose of the form is to request from UVWMA a one-time reimbursement of up to \$250 for efforts relating to making events that are free and open to the public zero or low waste. Reimbursements for the following items will be considered: temporary recycling and/or compost service, temporary bins for waste sorting stations, clear bags for recycling or compostable bags for compost, compostable service ware and signs for bins. The application was included in the October 2022 agenda packet, requests can be made via email to upvalleyrecycles@countyofnapa.org.

HOME COMPOSTING WORKSHOPS - Workshop co-sponsors, UVWMA, Napa County, City of Napa, and Napa County Master Gardeners have scheduled countywide 2026 workshop dates. The up valley workshop took place on May 16, 2026 at the up valley campus. This was a dual workshop, where attendees choose to either learn about backyard composting or worm composting. There were only six attendees at this workshop, a decrease from the 2025 workshop with 16 attendees. One compost workshop remains for 2026, scheduled for September 19, 2026 in the City of Napa.

LITTER FROM SOLID WASTE HAULING TRUCKS - UVDS estimates they receive and investigate two legitimate reports annually of litter coming from their hauling vehicles. If a report of litter is called in, and contact information is not provided, UVDS does not have a way to track and retain the reports for future reference. If a report is called into UVDS, UVDS staff obtain the callers location information and then check an internal tracking system to verify if it is a UVDS truck. When litter coming from a solid waste hauling truck occurs, the typical culprit is that the hopper (receptacle in the truck that holds the materials) is too full. UVDS drivers are informed not to let that happen and to pull over and call management staff if litter does come from the vehicle while on route. UVDS will clean up the litter if it occurs and is reported.

UVDS prevents litter from debris box hauling trucks by covering the load and asking customers to remove extra materials if a debris box is called in for service and it is overfull. UVDS drivers are instructed to not empty overfull bins or carts as this often causes litter to spill into the street. To prevent litter coming from regular route trucks, UVDS drivers are instructed to not overfill the hopper and they clean trucks daily to remove leftover materials in traps and parts that may come out while on the road.

If you see a UVDS truck with litter or materials coming out of it: The California Department of Motor Vehicles requires any vehicles transporting solid waste to have the load secured or covered to avoid waste spilling out on the roads. This applies to UVDS trucks, long debris boxes you may see being hauled by UVDS and private vehicles with loads of solid waste. UVDS trucks are permitted and inspected by the Local Enforcement Agency (LEA). Tarps are part of the annual inspection. Trucks with holes in the tarp that cannot be repaired immediately are taken off the route until repaired or replaced.

If you see a vehicle with materials coming out of it, the vehicle(s) is on the road and the load is an immediate threat, call 911. If the concern is a small amount of recycling or trash being released and it is not an immediate threat, call UVDS. It is helpful to get a truck number or license plate. Include the date/time and location so the facility can determine the vehicle that needs repair. If the problem persists, you can file a complaint online (<https://survey123.arcgis.com/share/d7a4c80fbb8043278e55c80dcdd8d72b>) with Napa County and the LEA with follow up. The information, including a clickable link for filing an online complaint, for ease of access can be found at napacounty.gov/UVWMA

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.

2026 Rutherford HW/E-Waste/Shred/Compost Event Survey Results

Have you participated in an up valley HHW event before?		
Yes	152	69.7%
No	66	30.3%
Total	218	100.0%

Do you have HHW, E-Waste, Shredding or Are You Picking Up Compost?		
HW / Ewaste	64	29.4%
HW Only	46	21.1%
HW / Ewaste / Shred	29	13.3%
Ewaste Only	23	10.6%
Shred Only	16	7.3%
Ewaste / Shred	12	5.5%
HW / Ewaste / Compost	9	4.1%
HW / Shred	7	3.2%
Ewaste / Compost	4	1.8%
HW / Compost	3	1.4%
HW / Ewaste / Shred / Compost	3	1.4%
Shred / Compost	1	0.5%
Ewaste / Shred / Compost	1	0.5%
Total	218	100.0%

In What Up Valley Area do you live?		
St. Helena	131	60.1%
Calistoga	40	18.3%
County - Other	16	7.3%
County- Angwin	14	6.4%
Yountville	7	3.2%
County - Pope Valley	6	2.8%
County - Deer Park	4	1.8%
Total	218	100.0%

How did you find out about this event?		
Upper Valley Disposal Newsletter	88	40.4%
St Helena Star Ad	36	16.5%
Other	34	15.6%
Word of mouth	25	11.5%
Poster/flyer around town	18	8.3%
Digital communication from City/Town/County	17	7.8%
Yountville Sun Ad	0	0.0%
Total	218	100.0%



Napa County
Board Agenda Letter

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Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1326

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Steven Lederer - Manager, UVWMA
SUBJECT: Franchises' Status

RECOMMENDATION

FRANCHISES' STATUS

DISCUSSION AND POSSIBLE ACTION: Agency Manager and Company to provide an update concerning the implementation of franchises' activities.

BACKGROUND

Standing agenda items include:

1. Communications with customers/upcoming events.
2. Quarterly report is attached (if a new one has been received since the last meeting).
3. Other happenings of interest to the Board.
4. The Company reported to staff this week that they plan to submit their closure plans for the landfill to the applicable regulatory agencies within the next couple of months.

No Board action is anticipated.

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.

Upper Valley Waste Management Agency

Q1 Report January 1 –March 31, 2026



UPPER VALLEY
DISPOSAL • RECYCLING • COMPOST

Q1 2026
Submitted May 1, 2026

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Upper Valley Waste Management Agency

Q1 Report January 1 – March 31, 2026

Customer Report

Number of Customers by Type

The Company used RMO, industry software, for the management of customer account information, routing, and billing. Customers are presently coded as single family residential (1-4 units), commercial businesses or temporary (short term subscriptions for clean-up helpers and debris boxes).

The table below shows the number of customers by type. Mobile home customers who have individual service but do not pay their own bills have been added to the reporting data to help UVWMA meet the requirements for monitoring, outreach, education, and contamination at the generator level for SB 1383.

Q1 2026 MONTHLY AVERAGE CUSTOMER COUNTS

CUSTOMER TYPE	CALISTOGA	ST.HELENA	YOUNTVILLE	COUNTY	TOTAL
Residential	1,692	1,976	909	2,357	6,934
Mobile Home Residents	525	228	225	156	1134
Commercial	172	267	63	554	1056
Temporary	15	9	4	52	80
TOTAL	2,404	2,480	1,201	3,119	9,204

Above is a total of commercial accounts, which is important to distinguish between commercial customers. Many commercial customers have multiple accounts with us at the same address (for example, a customer may have a permanent roll-off account in addition to their normal collection account).

Services by Customer Type and Program

Residential Cart Counts and Weekly Service Levels

All residential customers are offered three cart services as part of a “bundled rate.” Included is a gray garbage (landfill) cart, a blue single stream (recycling) cart and a green organics (compost) cart. The quarterly fee is based on the size of the garbage cart. Garbage cart sizes offered are 32, 64, and 96 gallons. Recycling and organics are only offered in the 96-gallon size. Customers may choose to pay additional monthly fees for extra recycling and organics carts. The table below details the cart count in each service area by size and total gallons. Because Residential customers include 1-4 units, the cart counts will not match the customer counts.

Q1 2026 RESIDENTIAL SERVICE LEVELS

Residential Weekly Garbage Service										
Q1 2026	Calistoga		St. Helena		Yountville		Napa County		Total All Areas	
CART size	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons
32 gallon	1,524	48,768	1,626	52,032	834	26,688	1,722	55,104	5,706	182,592
64 gallon	120	7,680	273	17,472	54	3,456	425	27,200	872	55,808
96 gallon	51	4,896	84	8,064	17	1,088	252	24,192	404	38,784
Residential Weekly Recycling Service										
Q1 2026	Calistoga		St. Helena		Yountville		County		Total All Areas	
CART size	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons
96 gallon	1,672	160,512	1,978	189,888	871	83,616	2,387	229,152	6,908	663,168
Residential Weekly Organics Service										
Q1 2026	Calistoga		St. Helena		Yountville		County		All Areas	
CART size	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons	# Carts	Total Gallons
96 gallon	1,651	158,496	1,927	184,992	844	81,024	2,422	232,512	6,844	657,024

Commercial Container Counts, Collection Frequency, Weekly Service Levels

Commercial businesses, including multifamily dwellings with 5 or more units, are offered a variety of container types, sizes, and collection frequency. Collection frequency is the number of days per week the customer has service. Customers who subscribe to cart service for garbage (gray) carts are provided with one single stream recycling (blue) cart and one organic (green) cart at no additional charge. Commercial customers who subscribe to bin service for garbage services are provided with three single stream recycling (blue) carts and one organic (green) cart at no additional charge. Customers may choose to pay additional monthly fees for extra recycling and organics carts. Food scrap carts are offered at no additional charge for those customers with commercial kitchens or large volumes of food waste. The tables below reflect commercial cart and bin service by size and service area and detail permanent and temporary roll-off/compactor service by size, number of empties and total average weekly volume.

Q1 2026 COMMERCIAL CART SERVICE LEVELS

Calistoga							
Q1 2026	Cart Count	Frequency				Weekly Service Levels	
GARBAGE CART SIZE	Totals	1	2	3	4	Total Gallons	Total Yardage
32 gallon	76	49			27	5,024	25
64 gallon	17	17				1,088	5
96 gallon	173	173				16,608	82
RECYCLING CART SIZE	Totals					Total Gallons	Total Yardage
64 gallon	5	5				320	2
96 gallon	391	391				37,536	186
ORGANICS CART SIZE	Totals					Total Gallons	Total Yardage
96 gallon	169	169				16,224	80
FOOD SCRAPS CART SIZE	Totals					Total Gallons	Total Yardage
64 gallon	82	14	24	44		7,168	35

St. Helena							
Q1 2026	Cart Count	Frequency			Weekly Service Levels		
GARBAGE CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage	
32 gallon	66	66			2,112	10	
64 gallon	24	23	1		1,600	8	
96 gallon	160	156	4		15,744	78	
RECYCLING CART SIZE	Totals				Total Gallons	Total Yardage	
32 gallon	4	4			128	1	
96 gallon	532	532			51,072	253	
ORGANICS CART SIZE	Totals				Total Gallons	Total Yardage	
96 gallon	216	216			20,736	103	
FOOD SCRAPS CART SIZE	Totals				Total Gallons	Total Yardage	
64 gallon	138	36	26	76	20,224	100	

Yountville						
Q1 2026	Cart Count	Frequency			Weekly Service Levels	
GARBAGE CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
32 gallon	2	2			64	0
64 gallon	4	4			256	1
96 gallon	71	71			6,816	34
RECYCLING CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
96 gallon	131	131			12,576	62
ORGANICS CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
96 gallon	86	86			8,256	41
FOOD SCRAPS CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
64 gallon	78	10	15	53	12,736	63

Napa County						
Q1 2026	Cart Count	Frequency			Weekly Service Levels	
GARBAGE CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
32 gallon	31	31			992	5
64 gallon	52	52			3,328	16
96 gallon	139	139			13,344	66
RECYCLING CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
32 gallon	1	1			32	0
96 gallon	715	715			68,640	340
ORGANICS CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
96 gallon	389	389			37,344	185
FOOD SCRAPS CART SIZE	Totals	1	2	3	Total Gallons	Total Yardage
64 gallon	139	96	59	38	20,992	104

Q1 2026 COMMERCIAL BIN SERVICE LEVELS INCLUDING FRONT LOAD COMPACTORS

Calistoga								
Q1 2026		Frequency						
Commercial Garbage Service	Total Bin Count	1	2	3	4	5	6	Total Weekly Yards
2 Yard Front Load Bin Trash	31	25	5	1				76
2 Yard Front Load Compactor Trash*	5		4	1				44
4 Yard Front Load Bin Trash	23	13	7	3				144
6 Yard Front Load Bin Trash	7	3	3	1				72
*compactor compaction rate is 2:1	66							336
Commercial Recycling Services	Total Bin Count	1	2	3	4	5	6	Total Weekly Yards
2 Yard Front Load Bin	2	2						4
4 Yard Front Load Bin	26	11	10	5				184
6 Yard Front Load Bin	8	4	4					72
	36							260
Commercial Organics Service	Total Bin Count							Total Weekly Yards
2 Yard Front Load Bin	1	1						2

St. Helena								
Q1 2026		Frequency						
Commercial Garbage Service	Total Bin Count	1	2	3	4	5	6	Total Weekly Yards
2 Yard Front Load Bin Trash	49	41	6	1	1			120
2 Yard Front Load Compactor Trash*	1		1					8
4 Yard Front Load Bin Trash	40	25	8	5	2			256
6 Yard Front Load Bin Trash	16	9	4	1		1	1	186
*compactor compaction rate is 2:1	106							570
Commercial Recycling Services	Total Bin Count							Total Weekly Yards
2 Yard Front Load Bin	5	4	1					12
4 Yard Front Load Bin	43	25	11	4	3			284
6 Yard Front Load	25	19	3	1	2			216
	73							512
Commercial Organics Service	Total Bin Count							Total Weekly Yards
4 Yard Front Load Bin	3	3						12
6 Yard Front Load	1	1						6
	4							18

Yountville								
Q1 2026	Frequency							
Commercial Garbage Service	Total Bin Count	1	2	3	4	5	6	Total Weekly Yards
2 Yard Front Load Bin Trash	5	5						10
2 Yard Front Load Compactor Trash*	1		1					8
4 Yard Front Load Bin Trash	23	6	7	5		1	4	256
4 Yard Front Load Compactor Trash*	1	1						8
<i>*compactor compaction rate is 2:1</i>	30							282
Commercial Recycling Services	Total Bin Count							Total Weekly Yards
2 Yard Front Load Bin	1			1				12
4 Yard Front Load Bin	25	12	8	3	2			180
6 Yard Front Load	2	1		1				24
	27							216
Commercial Organics Service	Total Bin Count							Total Weekly Yards
No Organics Bin Service	0							0

Napa County								
Q1 2026	Frequency							
Commercial Garbage Service	Total Bin Count	1	2	3	4	5	6	Total Weekly Yards
2 Yard Front Load Bin Trash	67	63	4					142
3.5 Yard Fork Truck Bin Trash	0							0
4 Yard Front Load Bin Trash	84	71	9	3		1		412
6 Yard Front Load Bin Trash	40	34	4	2				288
	191							842
Commercial Recycling Services	Total Bin Count							Total Weekly Yards
2 Yard Front Load Bin	14	14						28
3.5 YD Fork Truck Bin	24	24						84
4 Yard Front Load Bin	138	107	24	6	1			708
6 Yard Front Load	44	26	11	7				414
	220							1,234
Commercial Organics Service	Total Bin Count							Total Weekly Yards
2 Yard Front Load Bin	5	5						10
4 Yard Front Load Bin	11	11						44
6 Yard Front Load	4	4						24
3.5 Yard Front Load	2	2						7

**Front Load Compactor compaction rate is 2:1*

Q1 2026 PERMANENT ROLL-OFF AND COMPACTOR SERVICE LEVELS

Calistoga					
Containertype	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Dirt/Rock	10	17	17	1.31	13.08
Roll-off Garbage	20	26	26	2.00	40.00
Roll-off Garbage	30	-	-	-	-
Roll-off Garbage	40	-	-	-	-
Roll-off Organics	20	3	3	0.23	4.62
Roll-off Organics	30	18	18	1.38	41.54
Roll-off Organics	40	2	2	0.15	6.15
Roll-off Recycling	30			-	-
Compactor Garbage*	12	8	8	0.62	22.15
Compactor Recycling*	15	2	2	0.15	6.92

St. Helena					
Containertype	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Garbage	20	49	49	3.77	75.38
Roll-off Garbage	30	12	12	0.92	27.69
Roll-off Garbage	40	9	9	0.69	27.69
Roll-off Recycling	20	35	35	2.69	53.85
Roll-off Recycling	30	4	4	0.31	9.23
Roll-off Recycling	40	4	4	0.31	12.31
Roll-off Organics	20	1	1	0.08	1.54
Roll-off Organics	30	7	7	0.54	16.15
Roll-off Organics	40	6	6	0.46	18.46
Compactor Garbage*	15	-	-	-	-
Compactor Garbage*	16	2	2	0.15	7.38
Compactor Garbage*	20	3	3	0.23	13.85

Yountville					
Container type	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Garbage	20	2	2	0.15	3.08
Roll-off Garbage	40	6	6	0.46	18.46
Roll-off Organics	20	-	-	-	-
Roll-off Organics	30	14	14	1.08	32.31
Compactor Garbage*	20	9	9	0.69	41.54
Compactor Recycling*	10	10	10	0.77	23.08
Roll-off Recycling	20	3	3	0.23	13.85

Napa County					
Container type	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Garbage	20	83	83	6.38	127.69
Roll-off Garbage	30	5	5	0.38	11.54
Roll-off Garbage	40	1	1	0.08	3.08
Roll-off Recycling	20	2	2	0.15	3.08
Roll-off Recycling	30	5	5	0.38	11.54
Roll-off Recycling	40	-	-	-	-
Roll-off Organics	20	3	3	0.23	4.62
Roll-off Organics	30	1	1	0.08	2.31
Roll-off Organics	40	5	5	0.38	15.38
Compactor Garbage*	18	-	-	-	-
Compactor Garbage*	20	-	-	-	-
Compactor Garbage*	25	3	3	0.23	17.31
Compactor Recycling*	40	-	-	-	-

**Roll-off Compactor compaction rate is 3:1*

Q1 2026 TEMPORARY ROLL-OFF AND COMPACTOR SERVICE LEVELS

Calistoga					
Container type	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Dirt/Rock	10			-	-
Roll-off Garbage	20	7	7	0.54	10.77
Roll-off Garbage	30	7	7	0.54	16.15
Roll-off Garbage	40	6	6	0.46	18.46
Roll-off Recycling	20	1	1	0.08	1.54
Roll-off Recycling	30	5	5	0.38	11.54
Roll-off Recycling	40	7	7	0.54	21.54
Roll-off Organics	20	5	5	0.38	23.08
Roll-off Organics	30			-	-

St Helena					
Container type	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Dirt/Rock	10	1	1	0.08	0.77
Roll-off Garbage	20	19	19	1.46	29.23
Roll-off Garbage	30	9	9	0.69	20.77
Roll-off Garbage	40	12	12	0.92	36.92
Roll-off Organics	20	1	1	0.08	1.54
Roll-off Organics	30	1	1	0.08	2.31
Roll-off Recycling	30	1	1	0.08	2.31
Roll-off Recycling	20	6	6	0.46	9.23
Roll-off Recycling	40	5	5	0.38	15.38

Yountville					
Container type	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Dirt/Rock	10	3	3	0.23	2.31
Roll-off Garbage	20	5	5	0.38	7.69
Roll-off Garbage	30	1	1	0.08	2.31
Roll-off Garbage	40	9	9	0.69	27.69
Roll-off Organics	20	19	19	1.46	29.23
Roll-off Recycling	20	1	1	0.08	4.62
Roll-off Organics	30	5	5	0.38	11.54
Roll-off Organics	40	-	-	-	-

Napa County					
Containertype	Size	Count	# Pulls	Avg. Weekly Pulls	Avg. Weekly Yards
Roll-off Dirt/Rock	10	4	4	0.31	3.08
Roll-off Garbage	20	13	13	1.00	20.00
Roll-off Garbage	30	16	16	1.23	36.92
Roll-off Garbage	40	14	14	1.08	43.08
Roll-off Recycling	20	8	8	0.62	12.31
Roll-off Recycling	30	6	6	0.46	13.85
Roll-off Recycling	40	12	12	0.92	36.92
Roll-off Organics	20	10	10	0.77	15.38
Roll-off Organics	30	3	3	0.23	6.92
Roll-off Organics	40	10	10	0.77	30.77

**Roll-off Compactor compaction rate is 3:1*

Customer Service Report

All customer service representatives (CSRs) and dispatchers use special codes in RMO, the customer management software, to document the types of calls, emails, and ACE requests, received from customers. We are continually working on training and process improvements for documentation. Drivers use on board computer tablets to document services completed or skipped using reason codes. They can also enter service notes and pictures of service issues for CSRs to use for customer education and/or informational purposes.

Customer Interaction Data

During Q1 2026 most customer interactions were service related, or general informational inquiries. Service requests include starts, stops, service changes, service resumes following non-payment suspensions, bulky item collection, e-waste, oil pick up, debris box orders, and cart exchanges. General inquiries primarily involve questions about various services, recycling, and organics programs, updates to billing or service information, rate inquiries, proper disposal of specific items or materials, and landfill inquiries. Landfill inquiries are currently being documented as county residential calls within the General Inquiry category. Billing related interactions include billing questions, assistance with the My Account Portal, collections related calls and emails (including outbound), and payment arrangement requests. Q1 2026 saw a reduction in both Misses and customer complaints.

Corrections were made to the Q1 2025 Payments category. Website-processed payments were inadvertently included in the original totals and have since been removed. Because these transactions do not require staff interaction, their removal resulted in lower totals for this category.

Not every interaction will warrant a note code or work order, and some will have several. In general, the customer service and dispatch departments have continued to make increased efforts to document even minor customer interactions.

Q1 2026 RESIDENTIAL CUSTOMER INTERACTION DATA

Residential	Calistoga		St. Helena		Yountville		County		Total Calls	
	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025
Call Data Totals										
Billing	58	54	81	85	27	48	154	155	320	342
Payments	61	95	57	79	14	21	77	148	209	343
Service	256	218	283	181	77	105	355	306	971	810
General Inquiry	118	94	163	106	49	43	372	571	702	814
Misses	34	25	50	64	11	22	101	113	196	224
Complaints	1	2	0	1	0	0	2	6	3	9
Compliments	3	0	1	0	1	1	2	4	7	5
Total Calls	531	488	635	516	179	240	1063	1303	2408	2547

Q1 2026 COMMERCIAL INTERACTION DATA

Commercial Call Data	Calistoga		St. Helena		Yountville		County		Total Calls	Total Calls
	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025	Q1 2026	Q1 2025
Billing	29	29	46	23	5	23	56	74	136	149
Payments	30	19	28	36	9	21	99	90	166	166
Service	164	129	136	136	49	29	432	339	781	633
General Inquiry	65	33	77	53	32	16	159	119	333	221
Misses	13	21	13	17	8	6	10	10	44	54
Complaints	0	0	0	0	0	0	0	1	0	1
Compliments	0	0	0	2	0	0	0	0	0	2
Total Calls	301	231	300	267	103	95	756	633	1460	1226

Residential and Commercial Service Requests

New customers are coded as New Service Starts. Customer accounts are closed either at the request of the customer through service cancelation or suspended by the Company due to non-payment (SSNP). Customers who cancel service and restart their accounts at the same service address with the same service name are considered a “New Service Start.” Both service suspension and subsequent service resumes continue to decrease, largely due to proactive and early collection efforts that reduced the number of accounts reaching suspension status.

Q1 2026 RESIDENTIAL SERVICE REQUESTS

Residential Service Requests	Calistoga	St. Helena	Yountville	Napa County	Q1 2026 Totals	Q1 2025 Totals
New Service Starts	28	46	9	45	128	117
Cancel Service	31	44	12	41	128	132
Suspend Service for Non-payment (SSNP)	9	13	3	22	47	135
Resume Service from SSNP	8	5	3	19	35	86
Service Change	19	16	5	49	89	44
Repair/Replace Cart	20	31	15	54	120	110
Illegal Dumping	0	0	0	0	0	0
Bulky Item	120	90	26	85	321	269
Total	235	245	73	315	868	893

Q1 2026 COMMERCIAL SERVICE REQUESTS

Commercial Service Requests	Calistoga	St. Helena	Yountville	Napa County	Q1 2026 Totals	Q1 2025 Totals
New Service Starts	3	4	1	5	13	7
Cancel Service	3	5	0	29	37	11
Suspend Service for Non-payment (SSNP)	6	14	1	15	36	44
Resume Service from SSNP	4	7	0	15	26	40
Service Change	12	10	9	43	74	68
Repair/Replace Container at Customer's Request	8	19	5	14	46	51
Illegal Dumping	0	0	0	0	0	0
E-waste	0	2	0	0	2	5
Total	36	61	16	121	234	226

Summary of Complaints and Misses

The Company tracks customer complaint reports and their resolutions within the RMO system using standardized note codes. Issues that cannot be resolved during the initial customer contact are sent to the appropriate supervisor for follow-up and resolution. Complaints related to property damage and service performance are always reviewed by a supervisor. All codes are date and time stamped. Customer complaints in Q1 are showing a decrease from both this time last year and last quarter.

COMPLAINT CODES

COMPM	Complaint: Multiple Misses	Reported misses > 1 per month.
COMPN	Complaint: Excessive Noise	Start times outside permitted/contracted hours.
COMPS	Complaint: Service	This may include discourteous behavior as well as any service-related complaint other than noise, property damage or multiple misses.
PROPD	Complaint: Property Damage	Damage to personal property during service.
RATES	Complaint: Rates	Complaints about rates or rate increase.
COMPR	Complaint: Resolution	How the problem was resolved.

COMPLAINT DATA BY AREA

Complaint Type	Calistoga	St. Helena	Yountville	Napa County	Q1 2026 Totals	Q1 2025 Totals
Complaint: Multiple Misses	0	0	0	1	1	2
Complaint: Excessive Noise	0	0	0	0	0	0
Complaint: Service	0	0	0	1	1	6
Complaint: Property Damage	0	1	0	0	1	0
Complaint: Rates	0	0	0	0	0	2
Total Complaint Calls	0	1	0	2	3	10

All customer reports of missed collection are documented then reviewed against tablet records to determine whether a reason for the miss was recorded in the field. In all instances, containers were serviced by the end of the service week, or customers were provided with the option to set out additional bags at no charge.

Customers are notified of route delays via text message through Drag application; related customer contacts are categorized in the “Not There Yet” category. Overall, reports of missed collection declined in Q1, with verified or “true”, missed collection reduced across all service categories again this quarter.

MISSES COMPLAINT REVIEW

NOTEPAD CODE and REVIEW	Q1 2026 Totals	Q1 2025 Totals
MISSG: Miss Garbage	103	120
MISS	2	4
Serviced	57	47
Not out	19	22
Container blocked	2	0
Access blocked	3	9
Placement	1	0
Gate locked	0	0
Container locked	0	0
Contaminated	0	0
Overweight/Overfull	1	2
Road construction	4	0
Weather related	0	0
Account satus issue	3	16
Not there yet	11	18
Prohibited waste type	0	2
MISSO: Miss Organics	67	78
MISS	3	15
Serviced	17	19
Not out	19	21
Container blocked	0	0
Access blocked	4	4
Placement	3	0
Gate locked	1	0
Container locked	0	0
Contaminated	0	0
Overweight/Overfull	2	2
Road construction	7	0
Weather related	0	1
Account status issue	0	2
Not there yet	10	13
Prohibited waste type	1	1
MISSR: Miss Recycling	70	80
MISS	1	6
Serviced	25	19
Not Out	16	15
Container blocked	0	1
Access blocked	7	8
Placement	0	1
Gate locked	1	1
Container locked	0	0
Contaminated	0	0
Overweight/Overfull	0	2
Road construction	4	0
Weather related	0	0
Account status issue	2	8
Not there yet	14	18
Prohibited waste type	0	1

Customer Billing Data

With the RMO system, customers may elect to receive paper statements, electronic statements, or both. We have seen a steady decrease in customers receiving paper statements, alongside an increase in customers opting for electronic statements and autopay payments through MyAccount Portal.

Data for Customers receiving both paper and electronic statements in Q1 2025 is not available, as this option was not introduced in RMO until early 2025. This data has been included beginning in Q2 2025.

QUARTERLY RESIDENTIAL BILLING DATA

Residential Customer Data	Q1 2026 Totals	Q1 2025 Totals
Customers who receive only paper statements	2,859	3,168
Customers who receive only electronic statements	3,010	2,772
Customers who receive both paper and electronic statements	114	*
Customers who have signed up for autopay through MyAccount Portal	3,077	2,905

QUARTERLY COMMERCIAL BILLING DATA

Commercial Customer Data	Q1 2026 Totals	Q1 2025 Totals
Customers who receive only paper statements	511	582
Customers who receive only electronic Statements	443	396
Customers who receive both paper and electronic statements	53	*
Customers who have signed up for autopay through MyAccount Portal	375	394

New & Existing Programs Report

Paper Cups are now accepted in mixed recycling stream

Since June 2025, Upper Valley Disposal has expanded its recycling program to include all paper cups in the mixed recycling stream. This change represents a positive shift in sustainability efforts across our service area. To ensure proper sorting, customers are asked to remove lids and straws before recycling their cups, as these components must be placed in the trash. In collaboration with the Upper Valley Waste Management Agency (UVWMA), outreach staff have been actively educating both residential and commercial customers about the new guidelines, aiming to boost awareness and encourage environmentally responsible habits throughout the community.

Participation by Service Program & Customer Type

Overall, participation in all our garbage, single stream recycling, and organics programs has increased for both commercial and residential customers.

Q1 2026 COMMERCIAL & RESIDENTIAL PROGRAM PARTICIPATION

Q1 2026 Residential Collection Program Participation	Q1 2025	Q1 2026
Garbage Only	0.08%	0.68%
Garbage + Recycling	6.19%	5.80%
Garbage + Organics	0.78%	0.74%
Garbage + Organics + Recycling	92.95%	92.78%
	100.00%	100.00%
Q1 2026 Commercial Collection Program Participation		
Garbage Only	2.48%	1.89%
Garbage + Recycling	26.89%	19.82%
Garbage + Organics	0.62%	0.60%
Garbage + Organics + Recycling	70.01%	75.30%
Organics + Recycling	N/A	1.89%
Recycling Only	N/A	0.40%
Organics Only	N/A	0.10%
	100%	100%

Two programs are offered for residential customers at no additional charge; bulky item collection and used motor oil & filters collection. Mobile home residents are broken out separately from single family residences in Tables. Because of service area demographics, oil and filter curbside recycling has been historically low and is utilized by a small but reoccurring number of customers.

Commercial customers are offered an e-waste collection program at no additional charge.

BULKY ITEM/REUSABLE MATERIAL COLLECTION PROGRAM

Residential Bulky/Reusable Item Collection Program					
Bulky item program		Household items	E-Waste Items	Appliances	Battery Containers
	# Of Participants	# Of Items	# Of Items	# Of Items	# Of Items
Q1 2026	230	330	112	96	10
Q1 2025	186	226	84	79	4

Mobile Home Park Residents Bulky/Reusable Item Collection Program					
Bulky item program		Household items	E-Waste Items	Appliances	Battery Containers
	# Of Participants	# Of Items	# Of Items	# Of Items	# Of Items
Q1 2026	42	74	12	16	1
Q1 2025	46	81	25	9	2

USED MOTOR OIL & FILTER COLLECTION PROGRAM

Used Motor Oil/ Filter Collection Program				
Used Motor Oil			Used Motor Oil Filters	
Quarter	# Of Items	# Participants	# Of Items	# Participants
Q1 2026	47	28	37	21
Q1 2025	27	21	22	16

COMMERCIAL E-WASTE COLLECTION PROGRAM

Commercial E-Waste Collection Program		
E-Waste Items		
	# Of Items	# Of Participants
Q1 2026	10	1
Q1 2025	19	4

Tonnage Report:

Q1 2026 Tons Marketed - UVWMA Franchised Materials

*Due to the closure of the Whitehall Ln MRF, most recycling is being sorted and processed out of Ukiah.

*In January 2026, mixed plastics had no viable end market. To avoid landfilling the accumulated material, our vendor, Pralumex, agreed to collect and manage the material at no charge.

Commodity	January		February		March	
	Tons	Avg \$/Ton	Tons	Avg \$/Ton	Tons	Avg \$/Ton
Newspaper	-	\$ -	-	\$ -	-	\$ -
Cardboard	299.76	\$ 91.62	90.21	\$ 95.25	204.36	\$ 86.25
Paper - Mixed Paper	-	\$ -	-	\$ -	-	\$ -
Aluminum	-	\$ -	-	\$ -	-	\$ -
Tin Cans	-	\$ -	-	\$ -	-	\$ -
Glass	71.90	\$ 38.22	113.73	\$ 12.11	98.80	\$ 11.31
HDPE - Clear	-	\$ -	-	\$ -	-	\$ -
HDPE - Colored	-	\$ -	-	\$ -	-	\$ -
LDPE - FILM	-	\$ -	-	\$ -	-	\$ -
Plastic - PET	-	\$ -	-	\$ -	-	\$ -
Plastic - Mixed	39.02	\$ -	-	\$ -		
Metal	-	\$ -		\$ -		\$ -
	410.68	\$ 130	203.94	\$ 107.36	303.16	\$ 97.56

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Q1 2026 Summary Tonnage Report - UVWMA Franchised Materials

Facility	Material	January	February	March	Q1-Total
Clover Flat Landfill	Garbage Materials	1,949.79	1,642.17	1,795.96	5,387.92
	Recyclable Materials	211.33	213.72	275.43	700.48
	Organic Materials	237.86	348.42	225.51	811.79
	Construction & Demolition Debris	534.33	413.81	337.44	1,285.58
	Tons Accepted/Collected	2,933.31	2,618.12	2,634.34	8,185.77
	Tons Disposed	1,949.79	1,642.17	1,795.96	5,387.92
UVR	Recyclable Materials	602.86	548.22	592.65	1,743.73
	Organic Materials	734.84	357.21	659.98	1,752.03
	Tons Accepted/Collected	1,337.70	905.43	1,252.63	3,495.76
	Tons Disposed	16.01	33.35	12.73	62.09
Total Tons	Solid Waste	1,965.80	1,675.52	1,808.69	5,450.01
	Recyclable Materials	814.19	761.94	868.08	2,444.21
	Organic Materials	972.70	705.63	885.49	2,563.82
	Construction & Demolition Debris	534.33	413.81	337.44	1,285.58
	Tons Accepted/Collected	4,287.02	3,556.90	3,899.70	11,743.62
	Tons Disposed	1,949.79	1,642.17	1,795.96	5,387.92

Member Report

Member Facility Services

Member agencies are offered a variety of container types, sizes, and collection frequency at the contracted facilities. Tables show each member facility, the services subscribed to, container sizes/frequency of collection and weekly yardage by service area. Diversion (recycling) rates for each facility are weekly percentages based on all services.

Calistoga

CALISTOGA MEMBER FACILITIES & SERVICES

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards/Tons
Calistoga Corp Yard	6142472	414 Washington Street	Commercial Garbage Service	10 Yard Roll-off Garbage	1	Emptied thirteen times in Q1	Total Tons in Q1: 67.34
	6142472	414 Washington Street	Commercial Garbage Service	20 Yard Roll-off Garbage	1	Emptied fifteen times in Q1	Total Tons in Q1: 9.47
	6142492	414 Washington Street	Commercial Recycling Service	4 Yard Front Load Bin	2	Emptied once per week	4
	6142492	414 Washington Street	Commercial Organics Service	96-gallon	3	Emptied once per week	1.44
						Recycling (Diversion) Rate	12%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Calistoga Public Pool	6142474	1745 Washington Street	Commercial Garbage Service	96-gallon	4	Emptied once per week	1.92
			Commercial Garbage Service	96-gallon	4	Emptied once per week	1.92
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	56%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Calistoga Police Department	6142479	1235 Washington Street	Commercial Garbage Service	No Service	0		
			Commercial Recycling Service	96-gallon	3	Emptied once per week	1.44
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	100%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Calistoga City Hall	6142486	1232 Washington Street	Commercial Garbage Service	64-gallon	1	Emptied once per week	0.32
			Commercial Recycling Service	96-gallon	1	Emptied once per week	0.48
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	75%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Calistoga City Cans	6142476	Various Locations on Washington & Lincoln	Commercial Garbage Service	32-gallon	27	Emptied four times per week	17.11
			Commercial Recycling Service	96-gallon	25	Emptied once per week	11.88
						Recycling (Diversion) Rate	41%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Napa County Fairgrounds	6142463	1435 North Oak Street	Commercial Garbage Service	30yd Roll- Off Garbage	1	No empties in Q1	
			Commercial Recycling Service	6 Yard Front Load Recycling	2	Emptied once per week	12
			Commercial Organics Service	No Service	0		
						Recycling (Diversion) Rate	100%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Napa County Fairgrounds-RO	6209118	1435 North Oak Street	Commercial Garbage Service	3.5 Yard Garbage	1	Emptied seven times in Q1	38.5
			Commercial Garbage Service	20yd Roll- Off Garbage	1	Emptied two times in Q1	Total Tons in Q1: 4.97
			Commercial Organics Service	20 Yard Roll- Off Greenwaste	1	Emptied five times in Q1	Total Tons in Q1: 28.61
			Commercial Organics Service	30 Yard Roll- Off Greenwaste	1	No empties in Q1	
						Recycling (Diversion) Rate	65%

St. Helena

ST. HELENA MEMBER FACILITY SERVICES

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
St. Helena Old City Hall/Public Works	6142487	1572 Railroad Avenue	Commercial Garbage Service	4 Yard Front Load Bin	1	Emptied once per week	4
			Commercial Recycling Service	96-gallon	3	Emptied once per week	1.44
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	32%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
St. Helena Old Police/Fire Depart.	6142467	1480 Main Street	Commercial Garbage Service	4 Yard Front Load Bin	1	Emptied twice per week	8
			Commercial Recycling Service	96-gallon	8	Emptied once per week	3.84
			Commercial Organics Service	96-gallon	2	Emptied once per week	0.96
			Commercial Food Scraps Service	64-gallon	1	Emptied once per week	0.32
						Recycling (Diversion) Rate	39%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
St. Helena Rec Dept.	6142483	1574 Railroad Ave	Commercial Garbage Service	96-gallon	1	Emptied once per week	0.48
			Commercial Recycling Service	96-gallon	1	Emptied once per week	0.48
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	67%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
St. Helena Library	6142468	1492 Library Lane	Commercial Garbage Service	2 Yard Front Load Bin	1	Emptied once per week	2
			Commercial Recycling Service	96-gallon	3	Emptied once per week	1.44
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	49%

ie	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards/ Tons
St. Helena Corp Yard	6142464	1405 Charter Oak	Commercial Garbage Service	10-Yard Roll-off Garbage	1	Emptied two times in Q1	Total Tons in Q1: 22.86
	6142464	1406 Charter Oak	Commercial Garbage Service	20-Yard Roll-off Garbage	1	Emptied three times in Q1	Total Tons in Q1: 5.65
	6142464	1405 Charter Oak	Commercial Garbage Service	30-Yard Roll-off Garbage	1	Emptied three times in Q1	Total Tons in Q1: 16.61
	6142466	1405 Charter Oak	Commercial Garbage Service	2 Yard Front Load Bin	1	Emptied twice per week	4
	6142496	1088 College Ave	Commercial Garbage Service	10-Yard Roll-off Dirt/Rock	2	Emptied zero times in Q1	0.00
	6142466	1405 Charter Oak	Commercial Recycling Service	96-gallon	3	Emptied once per week	1.43
	6142466	1405 Charter Oak	Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	27%

ie	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Crane Park	6142481	360 Crane Ave	Commercial Garbage Service	20 Yard Roll-off Garbage	1	Account Stopped	
	6142465	360 Crane Ave	Commercial Garbage Service	6 Yard Front Load Bin	1	Emptied three per week	18
	6142465	360 Crane Ave	Commercial Recycling Service	4 Yard Front Load Bin	1	Emptied once per week	4
			Commercial Organics Service	No Service	0		0
						Recycling (Diversion) Rate	33%

ie	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Waste Water Treatment Plant	6142471	254 S St. Helena Hwy	Commercial Garbage Service	96-gallon	1	Emptied once per week	0.48
			Commercial Recycling Service	96-gallon	2	Emptied once per week	0.95
			Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	75%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards/Tons
Water Treatment Plant	6142505	410 Crystal Springs Road	Commercial Garbage Service	20 Yard Roll-off Garbage	1	Emptied once in Q1	Total Tons in Q1: 1.08
	6142491	410 Crystal Springs Road	Commercial Garbage Service	4 Yard Front Load Bin	1	Emptied once per week	4
		410 Crystal Springs Road	Commercial Recycling Service	96-gallon	1	Emptied once per week	0.48
		410 Crystal Springs Road	Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	21%

Yountville

YOUNTVILLE MEMBER FACILITY SERVICES

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Yountville Community Hall	6142469	6516 Washington Street	Commercial Garbage Service	96-gallon	6	Emptied once per week	2.85
			Commercial Recycling Service	4 Yard Front Load Bin	1	Emptied once per week	4
			Commercial Food Scraps Service	64-gallon	2	Emptied once per week	0.63

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards/Tons
Waste Water Treatment	6142473	7501 Solano Avenue	Commercial Garbage Service	2 Yard Front Load Bin	1	Emptied once per week	2
			Commercial Garbage Service	20 Yard Roll-off Garbage	1	Emptied two times in Q1	Total Tons in Q1: 8.48
			Commercial Recycling Service	6 Yard Front Load Bin Recycle	1	Emptied once per week	6.00
			Commercial Organics Service	20 Yard Roll-off Greenwaste	1	No empties in Q1	
			Commercial Organics Service	30 Yard Roll-off	1	Emptied two times in Q1	Total Tons in Q1: 18.54

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Yountville Town Hall	6142495	6550 Yount Street	Commercial Garbage Service	96-gallon	2	Emptied once per week	0.96
			Commercial Recycling Service	96-gallon	2	Emptied once per week	0.96
			Commercial Organics Service	No service	0		

Napa County

Napa County Member Facilities

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards/Tons
Napa County Roads Department	6142480	7292 S Silverado Trail	Commercial Garbage Service	40 Yard Roll-off Garbage	1	Emptied one time in Q1	Total Tons in Q1: 2.69
	6142490	7294 Silverado Trail	Commercial Garbage Service	40 Yard Roll-off Garbage	1	No empties in Q1	
	6142480	7292 S Silverado Trail	Commercial Recycling Service	96-gallon	2	Emptied once per week	1.43
	6142480	7292 S Silverado Trail	Commercial Organics Service	96-gallon	1	Emptied once per week	0.48
						Recycling (Diversion) Rate	100%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Napa County Public Works	6142482	2446 Stagecoach Canyon	Commercial Garbage Service	32-gallon	1	Emptied once per week	0.16
			Commercial Recycling Service	96-gallon	1	Emptied once per week	0.48
			Commercial Organics Service	No Service			
						Recycling (Diversion) Rate	75%

Facility Name	Acct. #	Service Address	Service	Container Size	Container Count	Details	Total Weekly Yards
Calistoga Waste Water Treatment Plant	6142470	1100 Dunaweal Lane	Commercial Garbage Service	2 Yard Front Load Bin Trash	1	Emptied once per week	2
			Commercial Recycling Service	4 Yard Front Load Bin Recycle	1	Emptied once per week	4
			Commercial Organics Service	2 Yard Front Load Bin Compost	1	Emptied once per week	2
						Recycling (Diversion) Rate	75%


Outreach & Education Report

In collaboration with UVWMA, the Company provides education and outreach to the community that helps reach our mutual diversion goals on the path to zero waste. The Company is committed to engaging in and educating the communities we serve to empower them to be part of the solution. Outreach is the most important aspect in reaching these goals. The operations team, customer service, and Community Outreach Coordinators all work together to help all customers have the “right size” service that fits their needs and results in keeping resources out of the landfill and into the right containers. UVDS offers a diverse communications strategy to engage customers to embrace a culture of resource conservation.

The attachments below highlight the various types of outreach provided to the community. To reach the most customers, the Company uses a combination of communication strategies including tabling at community events, giving tours, presentations at sustainability events, social media and direct mailers through bill inserts to customers regularly. Customer questions and driver feedback help guide the messaging content.

FIGURE 1: EXAMPLE SOCIAL MEDIA POSTS & NEWSLETTERS

FEBRUARY 2026



IS YOUR BUSINESS COMPLYING WITH CALIFORNIA'S WASTE REDUCTION REGULATIONS?

Effective January 1, 2022, **EVERYONE** is required to keep their organic materials out of the landfill. SB 1383 applies to all persons and entities that generate organic materials. **ALL BUSINESSES AND MULTIFAMILY DWELLINGS must subscribe to compost and recycling collection service or self haul organic material to a compost facility regardless of service levels.**

ORGANIC MATERIALS like food scraps, yard trimmings and food soiled paper are required to be collected and kept separate from recycling and landfill. When organic materials are discarded in landfills, they emit methane gas, a climate super pollutant that causes climate change. To respond to this climate crisis, California is implementing this statewide organic materials diversion law.

SB 1383 REQUIRES THE CITY OF CALISTOGA TO IMPOSE PENALTIES FOR NON-COMPLIANCE. If your business or multifamily dwelling is without compost or recycling collection service, **contact Upper Valley Disposal & Recycling to set up service to ensure compliance with state law and Calistoga Ordinance Number 754.**

SEE ENCLOSED BROCHURE for a description of available business recycling services. For more info call Upper Valley Disposal & Recycling at (707) 963-7988, or visit www.uvds.com.


ASSISTANCE IS AVAILABLE! Upper Valley Waste Management Agency and Upper Valley Disposal & Recycling staff can conduct a **free site visit, staff training(s)** and **provide interior collection containers for composting and recycling** to help businesses comply with the state's requirements. Call 707-253-4425 or email upvalleyrecycles@countyofnapa.org to schedule.

Upper Valley Waste Management Agency
email: upvalleyrecycles@countyofnapa.org
web: www.napacounty.gov/UVWMA


Upper Valley Disposal & Recycling
phone: 707-963-7988
web: www.uvds.com

Printed on 100% post-consumer recycled paper

Scan to visit CalRecycle's SB 1383 website



Escanear Para Español





UVDS Composting: Closing the Loop in Our Valley

Upper Valley Disposal Service (UVDS) transforms local organic waste into nutrient-rich compost, creating a sustainable cycle that benefits our community and environment.

Organics Collection & Sorting

- Residents, businesses, and wineries place organic waste into green compost carts for pickup; this includes and grape waste (pomace), yard trimmings, food scraps or food soiled paper.
- Trucks deliver organic material to the St. Helena facility, where contaminants like plastic and glass are removed by hand.








Processing the Organics

- Cleaned organic material is ground up to speed decomposition.
- UVDS uses the Covered Aerated Static Pile (CASP) method
- Material is placed on perforated pipes connected to blowers for oxygen flow.
- Piles are covered with finished compost, acting as a biofilter for temperature, moisture, and nutrient control.
- Piles heat up with decomposition and reach 135°F for 21 days, eliminating any pathogens and weed seeds.


Finished Compost

- After curing, compost is screened into fine material to be picked up and used as a soil amendment for farms, vineyards, landscapers, and gardeners.
- Oversized pieces are recycled back into the process or used as wood chips.

Why it Matters and The Local Impact

- Supports Local Agriculture:** Compost is a nutrient-dense soil amendment that revitalizes soil health, creates an active micro environment in the soil and nourishes vineyards, farms, and gardens.
- Reduces Landfill Waste:** Diverts organics from the landfills, cutting greenhouse gas emissions.
- Creates a Closed Loop:** Organic waste returns to enrich valley soils, sustaining our unique ecosystem.



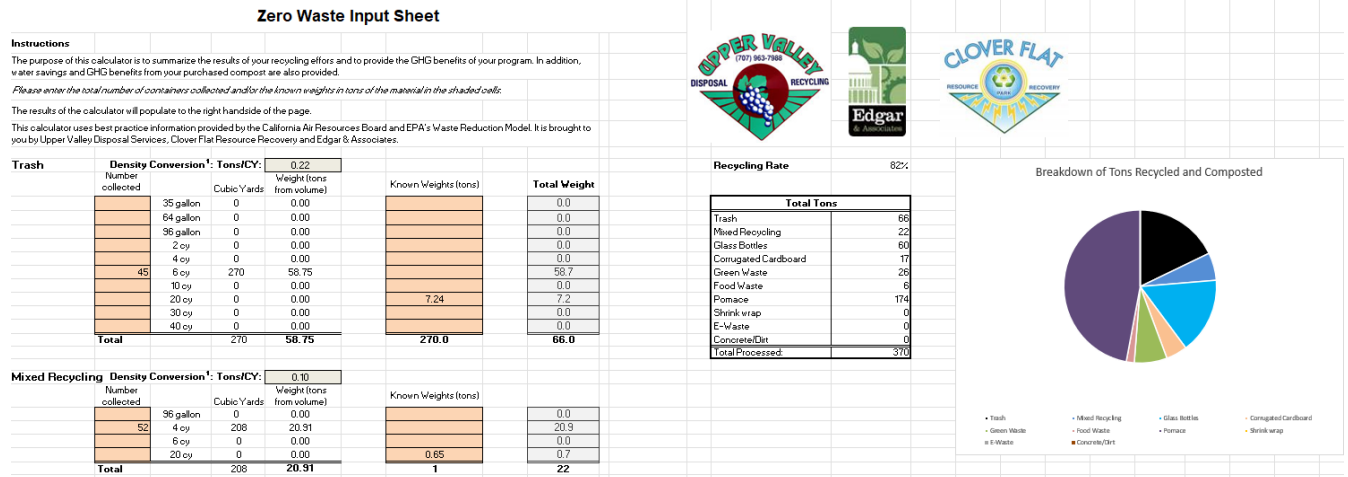
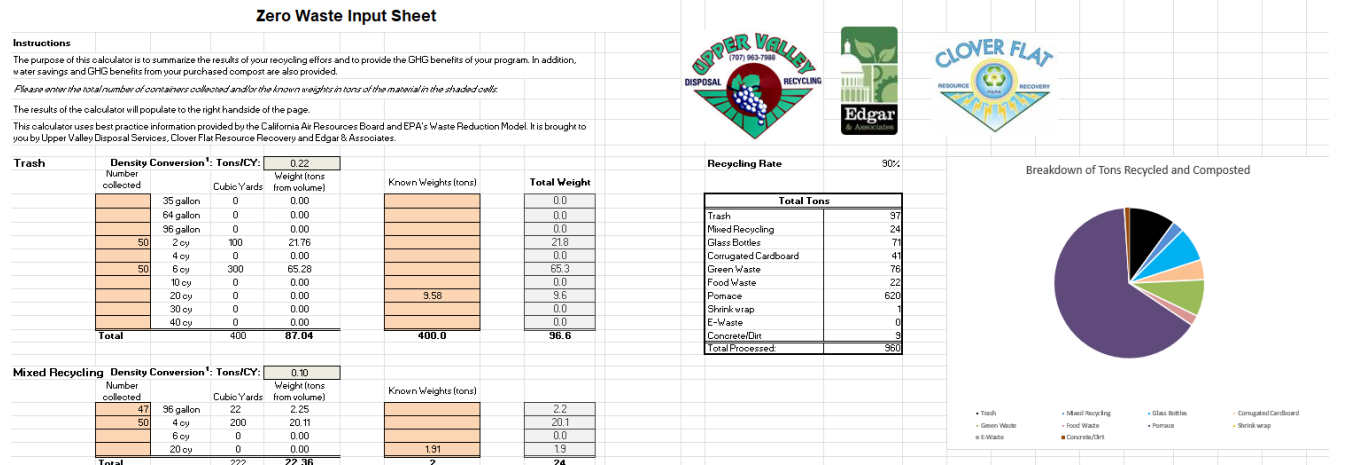



NAPA AG DAY 2026



NAPA AG DAY 2026

FIGURE 2: DIVERSION REPORT (COMMERCIAL)



Outreach Events January 1, 2026 – March 31, 2026

- January 7th: Mumm Napa valley Site Visit
- January 8th: Gotts & Charles Krug Audit
- January 12th: Silver Oak Site Visit
- January 21st: Susie's Bar Site Visit
- February 13th: Native Son's Site Visit
- February 17th: Brand Napa Valley Waste Training
- February 17th: Napa County Housing (Napa Location) Waste Training
- February 18th: Napa County Housing (St. Helena Location) Waste Training
- February 19th: Napa County Housing (Calistoga Location) Waste Training
- March 3rd: Merryvale Waste Training
- March 5th: Gotts, Charles Krug & Brasswood Audits
- March 6th: Sequoia Grove Waste Training
- March 6th: Merryvale Waste Training (round 2)
- March 12th: Ehlers Estate Waste Training
- March 20th: Larkmead Vineyards Site Visit
- March 25th: Robert Mondavi Waste Training
- March 26th: Napa AG Day

State Recycling Laws

There are several laws that mandate recycling for commercial customers. The three most relevant laws are summarized below.

1. AB 341 (Chesbro) Mandatory Commercial Recycling Collection enacted in 2012, requires commercial businesses that generate four or more cubic yards of garbage per week and multifamily dwellings with 5 or more units to recycle. Generators are not mandated to subscribe to a service; they may self-haul or donate recyclable materials. This law mandates education, outreach, monitoring and reporting of compliance with the law; however, there are no penalties for non-compliance.
2. AB 1826 (Chesbro) Mandatory Organic Recycling Collection, enacted in 2016, requires commercial businesses and multifamily dwellings with 5 or more units to recycle organic waste (yard waste, non-treated wood waste, food waste and food soiled papers). Generators are not mandated to subscribe to a service; they may self-haul materials to an organics processing facility or compost limited amounts of materials on site. In 2020, the requirement dropped to 2 cubic yards combined with solid waste from 4 cubic yards. This law mandates education, outreach, monitoring and reporting of compliance with the law; however, there are no penalties for non-compliance.
3. SB 1383 (Lara) Short Lived Climate Pollutants: Organics Waste Methane Emissions Reductions was signed into law in 2016 and went into effect January 1, 2022. This law sets two targets for the State:
 - 1) To reduce organic waste disposal by 50% by 2020 and 75% by 2025
 - 2) To rescue at least 20% of currently disposed surplus food for people to eat.

This law mandates education, outreach, monitoring and reporting of compliance with the law. However, unlike the previous two laws, this law includes enforcement and penalties for jurisdictions, processors/facilities, and generators and includes residential customers.



UPPER VALLEY Disposal & Recycling

Summer 2026
Residential Newsletter
(707) 963-7988
WWW.UVDS.COM



LID FLIPS

State law requires residents and businesses to properly separate compostable and recyclable materials into the correct carts and bins. We are also required to conduct periodic inspections of customer carts and bins, that we call “flip-the-lid”.

During these inspections, our team will open landfill, recycle, and compost carts to check the right materials are being placed in each. Beginning in July, you may see our staff performing these “flip-the-lid” inspections in your neighborhood. If we identify any contamination issues, we will notify you and provide educational materials to ensure proper sorting moving forward.



The Do's and Don'ts Guide



Place greasy pizza boxes in the green compost cart. Clean cardboard goes in the blue recycling cart.



Don't place full glass jars in the recycling. Dump or rinse them out first, then place them in the blue cart.



Skip compostable cups – they can't be composted in our system. Choose paper cups instead and place them in your blue recycling cart.

🔥 Hot Weather Safety: Dispose of Hazardous Items Properly

• Never place oily and solvent-soaked rags in any cart

They can spontaneously combust in hot weather. Store them in a sealed metal container or dispose of them at a household hazardous waste event or facility.

• Keep batteries out of carts

Batteries can spark fires when they overheat or get crushed. Contact UVDS to receive a battery container to dispose of your household batteries.

• Avoid placing pressurized containers in carts

Items like propane cylinders, butane canisters, and aerosol cans can explode in high heat. These must go to hazardous waste collection sites. If aerosol cans are empty, they can go in the recycling

Find more information on hazardous waste disposal at napacounty.gov/hazwaste

UPCOMING RATE ADJUSTMENT

In June 2023, the Upper Valley Waste Management Agency Board of Directors approved a three-year rate cycle, with annual rate increases approved and set to take effect the following three years. A 2.48% rate increase will be effective July 1st, 2026.

The next three year rate cycle will reviewed and considered for approval at the June 2027 Upper Valley Waste Management Agency Board meeting. Find more information on the Upper Valley Waste Management Agency, including upcoming meetings, at napacounty.gov/UVWMA



HOLIDAY SCHEDULE

INDEPENDANCE DAY: 7/4/26
COLLECTION WILL NOT BE AFFECTED. SET OUT YOUR CARTS ON YOUR REGULAR SERVICE DAY.

LABOR DAY: 9/7/26
COLLECTION WILL NOT BE AFFECTED. SET OUT YOUR CARTS ON YOUR REGULAR SERVICE DAY. THE UVDS OFFICE WILL BE CLOSED



UPPER VALLEY Disposal & Recycling

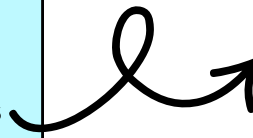
Verano 2026
Boletín Residencial
(707) 963-7988
WWW.UVDS.COM



VOLTEO DE TAPAS

La ley estatal exige que los residentes y las empresas separen correctamente los materiales compostables y reciclables en los contenedores y carritos correspondientes. También estamos obligados a realizar inspecciones periódicas de los carritos y contenedores de los clientes, a las cuales llamamos “voltea-la-tapa”.

Durante estas inspecciones, nuestro equipo abrirá los carritos de basura, reciclaje y composta para verificar que los materiales correctos se estén colocando en cada uno. A partir de julio, es posible que vea a nuestro personal realizando estas inspecciones de “levantar la tapa” en su vecindario. Si identificamos algún problema de contaminación, le notificaremos y le proporcionaremos materiales educativos para asegurar una correcta separación en el futuro.



🔥 Seguridad en Climas Calurosos:

Deseche los Artículos Peligrosos de Manera Adecuada

- **Nunca coloque trapos con aceite o empapados en solventes en ningún carrito**
Pueden incendiarse espontáneamente en clima caluroso. Guárdelos en un recipiente metálico sellado o deséchelos en un evento o instalación de desechos domésticos peligrosos.
- **Mantenga las baterías fuera de los carritos**
Las baterías pueden provocar incendios cuando se sobrecalientan o se aplastan. Recoja las baterías por separado y deséchelas en una instalación de desechos peligrosos
- **Evite colocar recipientes presurizados en los carritos.**
Artículos como cilindros de propano, botes de butano y latas de aerosol pueden explotar con el calor extremo. Estos deben llevarse a sitios de recolección de desechos peligrosos. Si las latas de aerosol están vacías, pueden colocarse en el reciclaje.

Encuentre más información sobre la disposición de desechos peligrosos en napacounty.gov/hazwaste

Guía de Lo Permitido y Lo Prohibido



Coloque las cajas de pizza grasosas en el carrito verde de composta. El cartón limpio va en el carrito azul de reciclaje.



No coloque frascos de vidrio llenos en el reciclaje. Vacíelos o enjuáguelos primero y luego colóquelos en el carrito azul.



Evite los vasos “compostables”: no pueden compostarse en nuestro sistema. Elija vasos de papel y colóquelos en su carrito azul de reciclaje.

AJUSTE PRÓXIMO DE TARIFAS

En junio de 2023, la Junta Directiva de la Agencia de Manejo de Residuos del Valle Superior aprobó un ciclo de tarifas de tres años, con aumentos anuales establecidos para entrar en vigor durante los siguientes tres años. Un aumento de tarifas del 2.48% entrará en vigencia el 1 de julio de 2026.

El próximo ciclo de tarifas de tres años será revisado y considerado para su aprobación en la reunión de junio de 2027 de la Junta de la Agencia de Manejo de Residuos del Valle Superior. Encuentre más información sobre la Agencia de Manejo de Residuos del Valle Superior, incluyendo próximas reuniones, en napacounty.gov/UVWMA



CALENDARIO DE DÍAS FESTIVOS

DÍA DE LA INDEPENDENCIA: 4/7/26
LA RECOLECCIÓN NO SE VERÁ AFECTADA. SAQUE SUS CARRETAS EN SU DÍA DE SERVICIO HABITUAL.

DÍA DEL TRABAJO: 7/9/26
LA RECOLECCIÓN NO SE VERÁ AFECTADA. SAQUE SUS CARRETAS EN SU DÍA DE SERVICIO HABITUAL.



UPPER VALLEY Disposal & Recycling

Summer 2026
Commercial Newsletter
(707) 963-7988
WWW.UVDS.COM



LID FLIPS

State law requires residents and businesses to properly separate compostable and recyclable materials into the correct carts and bins. We are also required to conduct periodic inspections of customer carts and bins, that we call “flip-the-lid”.

During these inspections, our team will open landfill, recycle, and compost carts to check the right materials are being placed in each. Beginning in July, you may see our staff performing these “flip-the-lid” inspections. If we identify any contamination issues, we will notify you and provide educational materials to ensure proper sorting moving forward.



HOLIDAY SCHEDULE

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COLLECTION WILL NOT BE AFFECTED. SET OUT YOUR CARTS ON YOUR REGULAR SERVICE DAY.

LABOR DAY: 9/7/26
COLLECTION WILL NOT BE AFFECTED. SET OUT YOUR CARTS ON YOUR REGULAR SERVICE DAY. THE UVDS OFFICE WILL BE CLOSED

DON'T FORGET!



Paper coffee/soda cups can be recycled! Just remove the lid and straw, then recycle the cup in your blue recycle cart or bin.



Only shredded paper can be bagged! The rest of your recyclables should be loose in your cart/bin.



Collect all food scraps and food soiled paper! Food, napkins, paper plates and other food soiled paper from guest experiences and employee meals must be gathered and placed in your green compost cart/bin.

NEED SUPPORT FOR YOUR STAFF?

Contact the UVDS Outreach Coordinator to schedule a customized waste training for your team. We provide practical, easy-to-follow guidance to help staff improve recycling practices, reduce waste, and stay compliant with local regulations.

✉ Email: erobledo@wcnx.org

☎ Phone: (707) 200-9314

🔥 Hot Weather Safety: Dispose of Hazardous Items Properly

- **Never place oily or solvent-soaked rags in any cart**
They can spontaneously combust in hot weather. Store them in a sealed metal container or dispose of them at a household hazardous waste event or facility.
- **Keep batteries out of carts**
Batteries can spark fires when they overheat or get crushed. Collect batteries separately and dispose of them at a hazardous waste facility.
- **Avoid placing pressurized containers in carts**
Items like propane cylinders, butane canisters, and aerosol cans can explode in high heat. These must go to hazardous waste collection sites. If aerosol cans are empty, they can go in the recycling

Find more information on hazardous waste disposal at napacounty.gov/hazwaste

UPCOMING RATE ADJUSTMENT

In June 2023, the Upper Valley Waste Management Agency Board of Directors approved a three-year rate cycle, with annual rate increases approved and set to take effect the following three years. A 2.48% rate increase will be effective July 1st, 2026.

The next three year rate cycle will reviewed and considered for approval at the June 2027 Upper Valley Waste Management Agency Board meeting. Find more information on the Upper Valley Waste Management Agency, including upcoming meetings, at napacounty.gov/UVWMA





UPPER VALLEY Disposal & Recycling

Verano 2026
Boletín Comercial
(707) 963-7988
WWW.UVDS.COM



VOLTEO DE TAPAS

La ley estatal exige que los residentes y las empresas separen correctamente los materiales compostables y reciclables en los contenedores y carritos correspondientes. También estamos obligados a realizar inspecciones periódicas de los carritos y contenedores de los clientes, a las cuales llamamos “voltea-la-tapa”.

Durante estas inspecciones, nuestro equipo abrirá los carritos de basura, reciclaje y composta para verificar que los materiales estén colocados en el contenedor correcto. A partir de julio, es posible que vea a nuestro personal realizando estas inspecciones “voltea-la-tapa”. Si identificamos algún problema de contaminación, le notificaremos y le proporcionaremos materiales educativos para asegurar una correcta separación en el futuro.



CALENDARIO DE DÍAS FESTIVOS

DÍA DE LA INDEPENDENCIA:

4/7/26

LA RECOLECCIÓN NO SE VERÁ AFECTADA. SAQUE SUS CARRETAS EN SU DÍA DE SERVICIO HABITUAL.

DÍA DEL TRABAJO: 7/9/26

LA RECOLECCIÓN NO SE VERÁ AFECTADA. SAQUE SUS CARRETAS EN SU DÍA DE SERVICIO HABITUAL.

¿NECESITA APOYO PARA SU PERSONAL?

Comuníquese con el Coordinador de Alcance de UVDS para programar una capacitación personalizada sobre desechos para su equipo. Ofrecemos orientación práctica y fácil de seguir para ayudar al personal a mejorar las prácticas de reciclaje, reducir residuos y cumplir con las regulaciones locales.

✉ Correo electrónico: erobledo@wcnx.org

☎ Teléfono: (707) 200-9314

¡NO LO OLVIDE!

¡Los vasos de papel para café o refrescos sí se pueden reciclar! Solo retire la tapa y el popote, y luego coloque el vaso en su carrito o contenedor azul de reciclaje.



¡Solo el papel triturado puede ir en bolsa! El resto de sus materiales reciclables debe colocarse suelto en su carrito o contenedor.



¡Recoja todos los restos de comida y el papel manchado de comida! Los alimentos, servilletas, platos desechables y cualquier otro papel contaminado con comida proveniente de las experiencias de los invitados o de las comidas de los empleados deben reunirse y colocarse en su carrito o contenedor verde de composta.



🔥 Seguridad en Climas Calurosos:

Deseche los Artículos Peligrosos de Manera Adecuada

- **Nunca coloque trapos con aceite o empapados en solventes en ningún carrito** Pueden incendiarse espontáneamente en clima caluroso. Guárdelos en un recipiente metálico sellado o deséchelos en un evento o instalación de desechos domésticos peligrosos.
- **Mantenga las baterías fuera de los carritos** Las baterías pueden provocar incendios cuando se sobrecalientan o se aplastan. Recoja las baterías por separado y deséchelas en una instalación de desechos peligrosos
- **Evite colocar recipientes presurizados en los carritos.** Artículos como cilindros de propano, botes de butano y latas de aerosol pueden explotar con el calor extremo. Estos deben llevarse a sitios de recolección de desechos peligrosos. Si las latas de aerosol están vacías, pueden colocarse en el reciclaje.

Encuentre más información sobre la disposición de desechos peligrosos en napacounty.gov/hazwaste

AJUSTE PRÓXIMO DE TARIFAS

En junio de 2023, la Junta Directiva de la Agencia de Manejo de Residuos del Valle Superior aprobó un ciclo de tarifas de tres años, con aumentos anuales establecidos para entrar en vigor durante los siguientes tres años. Un aumento de tarifas del 2.48% entrará en vigencia el 1 de julio de 2026.

El próximo ciclo de tarifas de tres años será revisado y considerado para su aprobación en la reunión de junio de 2027 de la Junta de la Agencia de Manejo de Residuos del Valle Superior. Encuentre más información sobre la Agencia de Manejo de Residuos del Valle Superior, incluyendo próximas reuniones, en napacounty.gov/UVWMA





Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1327

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Steven Lederer - Manager, UVWMA
SUBJECT: Waste Management Companies' Issues

RECOMMENDATION

WASTE MANAGEMENT COMPANIES' ISSUES

DISCUSSION ITEM: This is an opportunity for the franchisee(s) to discuss/raise any items of concern they may wish the UVA to consider.

BACKGROUND

None

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.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1328

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Steven Lederer - Manager, UVWMA
SUBJECT: Manager's Report

RECOMMENDATION

MANAGER'S REPORT

DISCUSSION AND POSSIBLE ACTION: Manager to provide an update on the status of current activities.

BACKGROUND

Monthly Financial Report: The most recent financial report is attached.

Collection rates will increase 2.5% based on the Consumer Price Index for the quarter starting July 1. This is the 3rd year of our 3 year rate cycle, so formal rate setting will occur in the coming fiscal year.

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.



Statement of Revenues and Expenses Budget vs. Actual

Fiscal Year: 2026 Through Period: 12

Fund: 8200 - Upper Valley Waste Mgmt Auth

Object	Budget			Encumbrances	Actuals	Available Budget	% of Budget
	Adopted	Adjustments	Revised				
Intergovernmental Revenues							
43420 - ST - Dept of Conservation	25,000.00	-	25,000.00	-	16,611.73	8,388.27	66.45 %
43790 - ST - Other Funding	269,783.53	-	269,783.53	-	-	269,783.53	0.00 %
Total Intergovernmental Revenues	294,783.53	-	294,783.53	-	16,611.73	278,171.80	5.64%
Revenue from Use of Money and Property							
45100 - Interest	35,000.00	-	35,000.00	-	58,534.50	(23,534.50)	167.24 %
Total Revenue from Use of Money and	35,000.00	-	35,000.00	-	58,534.50	(23,534.50)	167.24%
Charges for Services							
46800 - Charges for Services	560,000.00	-	560,000.00	-	456,718.33	103,281.67	81.56 %
Total Charges for Services	560,000.00	-	560,000.00	-	456,718.33	103,281.67	81.56%
Services and Supplies							
52100 - Administration Services	265,000.00	-	265,000.00	-	236,025.97	28,974.03	89.07 %
52125 - Accounting/Auditing Services	20,000.00	-	20,000.00	-	5,542.00	14,458.00	27.71 %
52140 - Legal Services	50,000.00	-	50,000.00	32,495.00	17,505.00	-	100.00 %
52310 - Consulting Services	170,000.00	-	170,000.00	35,582.62	110,574.20	23,843.18	85.97 %
52330 - Hazardous Waste Disposal Svcs	75,000.00	-	75,000.00	31,851.54	41,415.26	1,733.20	97.69 %
52600 - Rents/Leases - Equipment	200.00	-	200.00	-	275.45	(75.45)	137.73 %
52700 - Insurance - Liability	4,970.00	-	4,970.00	-	2,437.50	2,532.50	49.04 %
52800 - Communications/Telephone	750.00	-	750.00	-	626.30	123.70	83.51 %
52810 - Advertising/Marketing	30,000.00	-	30,000.00	-	11,082.32	18,917.68	36.94 %
52820 - Printing and Binding	42,000.00	-	42,000.00	-	6,818.83	35,181.17	16.24 %
52830 - Publications and Legal Notices	1,500.00	-	1,500.00	-	-	1,500.00	0.00 %
52900 - Training/Conference Expenses	500.00	-	500.00	-	-	500.00	0.00 %
52905 - Business Travel/Mileage	500.00	-	500.00	-	21.03	478.97	4.21 %
53100 - Office Supplies	50.00	-	50.00	-	-	50.00	0.00 %
53110 - Freight/Postage	50.00	-	50.00	-	-	50.00	0.00 %
53400 - Minor Equipment/Small Tools	100.00	-	100.00	-	476.84	(376.84)	476.84 %
53600 - Special Department Expense	250,000.00	-	250,000.00	-	95,143.91	154,856.09	38.06 %

Total Services and Supplies	910,620.00	-	910,620.00	99,929.16	527,944.61	282,746.23	68.95%
Other Charges							
54805 - Community Grants	330,000.00	-	330,000.00	-	131,975.61	198,024.39	39.99 %
Total Other Charges	330,000.00	-	330,000.00	-	131,975.61	198,024.39	39.99%

33100 - Beginning Available Fund Balance						2,197,247.22	
Total Revenues	889,783.53		889,783.53		531,864.56	357,918.97	59.77 %
Total Expenditures	1,240,620.00		1,240,620.00	99,929.16	659,920.22	480,770.62	61.25 %
Net Surplus / (Deficit)	(350,836.47)	-	(350,836.47)		(128,055.66)		
33100 - Current Available Fund Balance						2,069,191.56	

Ramirez, Alice

Subject: FW: Clover Flat Landfill/CFL concerns about illicit stormwater discharging into the waters of the State

From: Karpowicz, Alyx@Waterboards <Alyx.Karpowicz@waterboards.ca.gov>

Sent: Monday, May 4, 2026 3:29 PM

To: cmalan1earth@gmail.com; SIMPSON-VANDAM, JENNIFER <Jennifer.Simpson-VanDam@countyofnapa.org>

Cc: Watkins, Jessica@Waterboards <Jessica.Watkins@Waterboards.ca.gov>; Morrison, Dana <dana.morrison@countyofnapa.org>; Bordona, Brian <Brian.Bordona@countyofnapa.org>; Alsop, Ryan <ryan.alsop@countyofnapa.org>; Ryan, Patrick C. <Patrick.Ryan@countyofnapa.org>; Lederer, Steven <Steven.Lederer@countyofnapa.org>; Amber Manfree <admanfree@gmail.com>; Anne Reilley <environmentallysustainablesol@gmail.com>; Geoff Ellsworth <geoffellsworth@yahoo.com>; pdohring@cityofsthelena.gov; jleach@cityofsthelena.gov; Patricia Damery <pdamery@patriciadamery.com>

Subject: RE: Clover Flat Landfill/CFL concerns about illicit stormwater discharging into the waters of the State

[External Email - Use Caution]

Hello Chris,

I'll answer your questions in the same order:

1. Yes, Jennifer was present during the January 13, 2026 inspection- see the [Report](#).
2. I will defer to Patrick on this.
3. The [Hydrologic Evaluation](#) for the site determined that the peak flow from a 100-year, 24- hour design storm event is accommodated by the v-ditches, down drains, culvert pipes, and riprap pads.
4. The landslide is outside of the active waste filling area, no waste has or will be placed within landslide materials. I will defer to the County regarding their use permit. The landfill has coverage for stormwater discharges through the State Board's General Permit, and there is no language about landslides in that Permit; however, sediment discharges are regulated, and TSS (total suspended solids) are measured at the 11 stormwater monitoring stations at the site for this parameter. There is also a sediment drop out basin above Module 5 to prevent any excess sediment from discharging to the creek. The last stormwater data report available in the [SMARTs database](#) from November 2025 shows the maximum detection from four samples collected was at SL-6 at 149 mg/L, and Table 2 in the [Industrial General Permit](#) lists an instantaneous maximum numeric action level of 400 mg/L.
5. I manage the Clover Flat Landfill, and do not have access or authority to test the City of St. Helena's drinking water wells. The City is responsible for that task, through the directive from the State Water Board's Division of Drinking Water, information on how to obtain data can be found here: [EDT Library and Water Quality Analyses Data and Download Page | California State Water Resources Control Board](#).

6. If private wells owners would like their water tested, I would reach out to the County as they run a program like that: [Resources for Well Owners | Napa County, CA](#)
7. I will defer to the County regarding their website. All Water Board resources regarding Clover Flat can be found in [GeoTracker](#).

Hope this helps,



Alyx Karpowicz, P.G.

Engineering Geologist

R2 SAN FRANCISCO BAY

R2 Groundwater Protection & Waste Containment Division | R2 Land Disposal & Waste Containment Section

Email: Alyx.Karpowicz@waterboards.ca.gov

Phone: +1 (510) 622-2427

Regional Water Quality Control Boards

1515 Clay St Suite 1400, Oakland CA 94612

Website: www.waterboards.ca.gov

Follow: [X](#) | [YouTube](#) | [Facebook](#) | [LinkedIn](#)

From: cmalan1earth@gmail.com <cmalan1earth@gmail.com>

Sent: Wednesday, April 29, 2026 4:38 PM

To: Karpowicz, Alyx@Waterboards <Alyx.Karpowicz@waterboards.ca.gov>; Jennifer.Simpson-VanDam@countyofnapa.org

Cc: Watkins, Jessica@Waterboards <Jessica.Watkins@Waterboards.ca.gov>; Dana Morrison <dana.morrison@countyofnapa.org>; Brian.Bordona@countyofnapa.com <Brian.Bordona@countyofnapa.org>; Ryan.Alsop@countyofnapa.org; Patrick Ryan <Patrick.Ryan@countyofnapa.org>; Steven Lederer <Steven.Lederer@countyofnapa.org>; Amber Manfree <admanfree@gmail.com>; Anne Reilley <environmentallysustainablesol@gmail.com>; Geoff Ellsworth <geoffellsworth@yahoo.com>; pdohring@cityofsthelena.gov; jleach@cityofsthelena.gov; Patricia Damery <pdamery@patriciadamery.com>

Subject: Re: Clover Flat Landfill/CFL concerns about illicit stormwater discharging into the waters of the State

Caution: External Email. Use caution when clicking links or opening attachments. When in doubt, contact DIT or use the Phish Alert Button.

Good Afternoon Alyx and Jennifer,

Re: Clover Flat Landfill/CFL on-going pollution concerns directed at the San Francisco Bay Regional Water Quality Control Board/Alyx Karpowicz and the Napa County Local Enforcement Agency/LEA (Jennifer Simpson-VanDam)

In response:

1. Did the LEA accompany you at the CFL 1.26 inspection or do I need to directly email Jennifer Simpson-VanDam/Local Enforcement Agency/CaRecycle?

2. Was Patrick Ryan-Napa County Erosion Control Engineer involved in the repairs?

3. My understanding is that stormwater BMPs are based on only a 20 year storm event, correct? Because CFL is located in a steep canyon, runoff velocities are high. Consequently, erosion control BMPs become easily overwhelmed. The danger to water quality at CFL is high due to erosion control BMPs constantly failing causing leachate to pollute and flow into surface and groundwater. With climate change these erosion factors intensify.

4. The erosion picture of the landslide area you sent did not look 'minor' but rather a blow out of material above module 5. Napa County doesn't allow development on active landslides. This is an active landslide, therefore, is there an exemption for CFL to have a landfill module 5 at an active landslide? Is this a Napa County Use Permit issue? Is this a violation of their NPDES permit? If not, why not?

5. Considering not only PFAS contamination of waters of the State at CFL due to leachate runoff, plus considering other pollutants too, such as heavy metals, total suspended solids, nitrates etc., and therefore according to the State Water Resource Control Board SAFER Drinking Water program here:

waterboards.ca.gov

has the St. Helena municipal well as FAILING due to over 25% of contaminants of concern have continuous trending towards poor water quality (also failing in other criteria) I emailed their mayor and public works manager and have heard nothing back. Can you test this well and provide data accordingly?

6. Can you better fully investigate the CFL neighboring private wells having them tested for drinking water quality knowing that stormwater has leachate from CFL and leachate is percolating into groundwater for many years now?

7. To promote transparency with the public regarding CFL's constant pollution issues over many years, the Water Board and Napa County/LEA is accountable to the public trust. All inspection reports, water quality data, well data, permits, closure plans, etc., should be available at the County website. Currently, all this information is deeply embedded at other websites and jurisdictions. Can Napa County/LEA create a project link for CFL such that the public can see all the pollution issues easily?

I see CFL as a major pollutant to the waters of the Napa River and groundwater. With declining groundwater levels pollutants become more concentrated. Once you pollute the aquifer you can never recover it.

CFL talked of closure but they got approved to stay open until 2047. With this kind of constant discharge of leachate polluting of our waters, what kind of legacy do we leave future generations? To keep filling more modules, is irresponsible and dangerous.

Every effort should be made for reclamation ASAP.

I appreciate all your help!

Please advise.

Chris Malan

Sent from my iPad

On Apr 22, 2026, at 1:43 PM, Karpowicz, Alyx@Waterboards <Alyx.Karpowicz@waterboards.ca.gov> wrote:

Good Afternoon Chris,

Answering your questions in the order below:

The LEA usually accompanies me on site inspections, and they draft their own inspection reports. I don't usually send them a copy of mine, as we go over all of our respective concerns with Waste Connections before we leave the site.

Regarding the erosion control measures, yes we require that any necessary repairs are made as soon as possible and that either a follow up notice or photos are sent once completed.

The landslide above Module 5 is the same one noted in previous years. This area was repaired in the fall of 2025, and only minor material slippage was noted after the large December 2025 storm. As noted in my January 14, 2026 inspection report, this area was scheduled for repair later in January. Also noted in the same report, Rick Mitchell (a registered engineering geologist) was present- Rick designed the landslide repair, and I have previously sent you his Memo from January 2025. Please see the attached photos, one from January and one from March of the repaired area. As you can see in the aerials, there has been no additional slippage and vegetation is growing.

Regarding PFAS, I am unaware if the City of St. Helena has tested their water for PFAS. The Division of Drinking water requires PFAS testing for public water supply wells, and recently community water systems (including those at wineries) which can be found here:

https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/pfas_ddw_general_order/.

The City of St. Helena is over 7 miles away from the landfill. The likelihood of any PFAS from CFL impacting the City is certainly low. Any PFAS detections made within City limits would be from local sources. PFAS is very pervasive in the environment and has many sources, unfortunately.

PFAS has been analyzed onsite, in groundwater monitoring wells and leachate, and off site in the seasonal creek. This data set has been provided to you. No new data has been collected since that time. Regarding offsite wells, there is one immediately offsite along Silverado Trail owned by Waste Connections, but PFAS was not detected in that well. Due to the fractured bedrock beneath the landfill, it is unlikely that deeper groundwater aquifers are connected to those on flatter land across from Silverado Trail. I am unaware of any private wells downgradient that have been sampled, but the LEA and I did go through this exercise when PFAS was first noted in the seasonal creek to search for them and find out if folks wanted their wells sampled. As far as I know, none were found.

I hope this answers your questions, feel free to reach out again if not.

Alyx Karpowicz, P.G.

Engineering Geologist

R2 SAN FRANCISCO BAY

R2 Groundwater Protection & Waste Containment Division | R2 Land Disposal & Waste Containment Section

Email: Alyx.Karpowicz@waterboards.ca.gov

Phone: +1 (510) 622-2427

Regional Water Quality Control Boards
1515 Clay St Suite 1400, Oakland CA 94612
Website: www.waterboards.ca.gov

Follow: [X](#) | [YouTube](#) | [Facebook](#) | [LinkedIn](#)

<image001.png>

From: Chris Malan <cmalan1earth@gmail.com>

Sent: Tuesday, April 21, 2026 9:45 AM

To: Karpowicz, Alyx@Waterboards <Alyx.Karpowicz@waterboards.ca.gov>

Cc: Jennifer.Simpson-VanDam@countyofnapa.org; Dana Morrison <dana.morrison@countyofnapa.org>; Brian.Bordona@countyofnapa.com <Brian.Bordona@countyofnapa.org>;

Ryan.Alsop@countyofnapa.org; Patrick Ryan <patrick.ryan@countyofnapa.org>; Steven Lederer <Steven.Lederer@Countyofnapa.org>; Amber Manfree <admanfree@gmail.com>

Subject: Clover Flat Landfill/CFL concerns about illicit stormwater discharging into the waters of the State

Caution: External Email. Use caution when clicking links or opening attachments. When in doubt, contact DIT or use the Phish Alert Button.

Good Morning Alyx,

Does anyone at the County of Napa have your January 2026 Inspection Report, sent by you to them apart from it being electronically available at GeoTracker?

Is your agency taking any further actions with Waste Connections in regard to the erosion control devices failing? If so what is it? If not, why not?

Further about your 1.26 Inspection Report, have you had any discussions with Napa County about the fact that you documented concerning erosion occurred as a result of storm water runoff from CFL, including a new land sliding event perched above the current fill site of module 5? Have you recommended that the County hire a registered geologist to examine the landslide and provide expert recommendations about a landslide above an active landfill area?

If so, whom did you communicate with?

Given the site is discharging PFAS both through surface and groundwater, what is the plan with Waste Connections to mitigate this?

Has the City of St. Helena, which is down stream of CFL, tested their water for PFAS? If so, can you send me the results? If not, why not?

Have you tested the groundwater PFAS plume to see its inundation to groundwater? Have residential well owners around CFL been notified that two wells at CFL have for many years tested very high levels of PFAS beyond the maximum levels of contaminants/mcl? Do all the property owners along the creek (leaving CFL) been notified of PFAS contamination? If not, why not?

Please advise ASAP.

In Collective Protection of Mother Earth, So All May Live On,

Chris Malan

Executive Director

Institute for Conservation Advocacy Research and Education/ICARE

707.322.8677

icarenapa.org

<Clover_Flat_Landfill_Mar_20,_2026.jpg>
<Clover_Flat_Landfill_Jan_29,_2026 (1).jpg>





Ramirez, Alice

Subject: FW: Upper Valley

From: Chris Malan <cmalan1earth@gmail.com>

Sent: Friday, April 17, 2026 7:49 AM

To: Cottrell, Anne <anne.cottrell@countyofnapa.org>; Lederer, Steven <Steven.Lederer@countyofnapa.org>; Morrison, Dana <dana.morrison@countyofnapa.org>; SIMPSON-VANDAM, JENNIFER <Jennifer.Simpson-VanDam@countyofnapa.org>

Cc: upvalleyrecycle@countyofnapa.org; Bordona, Brian <Brian.Bordona@countyofnapa.org>; Anne Reilley <environmentallysustainablesol@gmail.com>; Geoff Ellsworth <geoffellsworth@yahoo.com>

Subject: Upper Valley

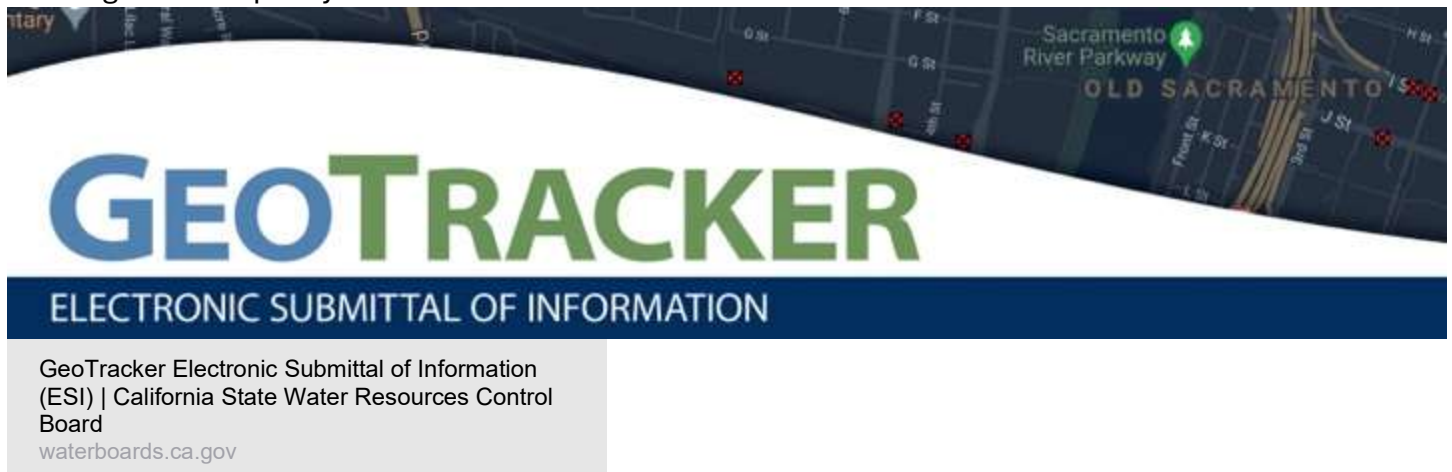
[External Email - Use Caution]

Good Morning Upper Valley Waste Management Agency and the Local Enforcement Agency/LEA,

Regarding: Public Comments for 2.20.26 meeting for the Board in writing and distribution to

1. Can you add zoom options to the meetings?

2. Can your website provide this link to the State Water Resource Control Board's/SWRCB electronic tracking of water quality known as GeoTracker seen here:



This website provides vital information to the public about water quality pollution to the waters of the state such as: inspection reports, water quality data/Golder clean up and abatement orders, permits.

Currently, Napa's website does not provide any links to any of the pollution, violations, permitting, etc. issues going on with Clover Flat Landfill, yet this site is discharging egregious pollution with high maximum limits of contaminants/MCL exceedences such as: PFAS, volatile organic compounds/VOCs, heavy metals, nitrates, in the leachate flowing off the landfill to the waters of the State per these recent reports found at GeoTraker, i.e.:

3. According to the Department of Fish and Wildlife/DFW, CFL did not sign the Stream Bed Alteration

Permit required for the extensive stream restoration plan, according to an attachment sent by PBES on 1.10.26. Do you have the fully executed SBAP signed from DFW and if so can you post this to the County website.

4. Were any of the erosion control failures, including new land sliding, cited at the January 2026 inspection reported to you by the SWRCB's inspection report? If not, why not? Since the leachate is highly polluted and when it runs off the site it pollutes the surface water and continues to pollute the groundwater, this site should be scheduled to close as discussed two years ago but no progress has been made to close CFL before 2047. Currently, the LEA has no guidance or information about a closure plan.

5. In the most recent Golder report on water quality regarding PFAS at the site Appendix B was not available. Therefore can you provide it to the public at the County website. Can all of the Golder reports be either linked to GeoTracker at the County's website or posted directly to the County's website?

[In Collective Protection of Mother Earth, So All May Live On,](#)

Chris Malan

Executive Director

Institute for Conservation Advocacy Research and Education

ICARE

707.322.8677

Clover Flat Landfill Site Inspection

Inspection Report Date: January 14, 2026

Inspection Date: January 13, 2026

Attendees: Alyx Karpowicz, Regional Water Board; Jennifer Simpson-VanDam, Napa County; Rick Mitchell, Geo-Logic; and Mike Winter, Dave Jappert, Chad Hartman, and Carlos Ramirez with Waste Connections.

The purpose of the inspection was to see how the site fared after a wet December, since Calistoga received nearly 30 inches of rain from 12/19/24 to 1/4/26. The site was inspected from bottom to top.

The creek was flowing well and was free of foam and excess sediment. The stormwater outfall pipe had ponding and fine sediment around it leading to the creek. While the BMPs in place helped drop out most of the fine sediment, the area needs to be cleared and ensure that stormwater is flowing through the channelized area only and not spreading across the ground uncontrolled.



Creek, looking SE



Stormwater conveyance outlet



Fine sediment accumulation near creek

The lowest closed portion of the landfill, Module 1A, has tree growth reappearing in the final cover post-Glass Fire (2020) burn of the previous growth. I informed Waste Connections to remove any deep-rooted growth that could potentially impact the final cover, they agreed to get that work done this week.



Small trees starting to regrow on Module 1A, looking NW

The scrim placed on Modules 3, 1, 1B, and 2B held up well in the storms and successfully kept stormwater from infiltrating the waste and leachate seeps from surfacing. The berm placed across the access road from Module 5B was covered in scrim as well, after an inspection in the Fall of 2024 noted the berm material was low-pH soil and orange staining was present after a rainstorm.



Module 3 and 1



Module 1 and 1B



Berm across from Module 5B

Module 5B is being filled incrementally, with the western half still used as stormwater collection until this summer when another portion of 5B is expected to be filled with waste. Low-pH water coming down the bench from the northern soil borrow area is still being treated with lime pellets prior to discharging into the stormdrain and ultimately the creek. Some areas of Posi shell have failed on the slope above Module 5B and should be repaired.



Module 5B- active filling area



Module 5B- end of filled area with cover, and stormwater pond



Low-pH water treatment dispenser



Stormwater holding prior to discharge



Posi shell damage above Module 5B

The small landslide present in the northern area of the site was stabilized, with large boulders removed and grading performed from mid October 2025 through early November 2025. The slide was partially activated by the heavy rainfall on December 30, 2025, with soil material falling downslope, but not making it as far as the newly graded bench below. The area will be repaired in the coming week(s) of dry weather by removing excess soil, cleaning out the drain at the base of the slide, and clearing debris from the stormwater conveyance pipe and drain below the toe of the slide.



Landslide area, looking west



Toe of landslide, looking southwest

The newly graded road below the landslide needs minor repairs after excess stormwater runoff created rills and erosion channels. The stormwater drain at the toe of the landslide should be cleared and a stormwater dissipator added, and a culvert or drainage channel should be added along the northern side of the road leading to the drain at the toe of the slide to prevent erosion of the road during future storm events.



Roadway below landslide, rilling from runoff (looking W)



Stormwater pip below toe of landslide, filled with sediment

From: [Lederer, Steven](#)
To: [Ramirez, Alice](#)
Subject: FW: Additional Public Comment - UVWMA - Feb. 9 2026
Date: Monday, February 9, 2026 2:51:52 PM
Attachments: [4a1 \(1\).pdf](#)

Additional public comment.

From: Geoff Ellsworth <Geoff@calulac.org>
Sent: Monday, February 9, 2026 1:15 PM
To: Alsop, Ryan <ryan.alsop@countyofnapa.org>; Lederer, Steven <Steven.Lederer@countyofnapa.org>; Cottrell, Anne <anne.cottrell@countyofnapa.org>
Subject: Additional Public Comment - UVWMA - Feb. 9 2026

[External Email - Use Caution]

I am submitting these additional notes of concern for the record and UVWMA Board regarding the Upper Valley Waste Management Agency

Potential conflict of interest with UVWMA attorney Gary Bell as attorney for both the UVWMA JPA and the City of Yountville

This was brought to public attention by one of your own UVWMA Board Members who since has gone silent on the matter.

It is ethically questionable to have the legal counsel for the UVWMA JPA also serving as the legal counsel for the town of Yountville. As both a writer of the contracts for the UVWMA and a reviewer of those same contacts for the Town of Yountville.

UVWMA - JPA Board Members

After the last UVWMA meeting (Dec. 15, 2025) we witnessed one of the UVWMA JPA Board Members chasing after the Waste Connections management and appearing to pander to them in a private conversation. These conversations between elected officials and entities operating under public contracts awarded to them need to be held before the public in an open, transparent and recorded manner, rather than as side room deals and discussions.

One UVWMA - JPA Board Member has repeatedly requested me to call her - she has provided me her business card, has cornered me asking me to call her, and following the last meeting urged me to please call her, as well as leaving a phone message - even as I submitted previous public comment asking that I not be invited to lobby these public officials but to have these discussions agendized in official public forums.

Again, all discussion of these matters relating to holders of public/government contracts like these waste companies needs to be done in public meetings and on camera, not in side room negotiations, particularly regarding environmental impacts, public health, and workers protections.

"SISTER" COMPANY CONCERNS - NORTHERN RECYCLING YOLO COUNTY/NAPA RECYCLING AND WASTE

For many years on their websites Upper Valley Disposal Service/Clover Flat Landfill, Northern Recycling in Yolo County (site of a recent Dec. 10 2025 fatality of a Latino Waste Worker) and Napa Recycling and Waste claimed "Sister" or "Partner" company arrangements.

While Waste Connections stated at the Dec. 10 2025 UVWMA meeting that they are no longer in partnership or "sister company" status with Pestoni Family operations and Northern Recycling, there is previous documentation from 2020 ([see attachment](#)) demonstrating co-mingled tax free grant monies of tens of millions of dollars from the California Pollution Control Financing Authority between Northern Recycling, Napa Recycling and Waste and Pestoni Family operations. (see attached).

If it is the case they are no longer connected then Waste Connections should produce documentation these public grant monies are no longer intermingled.

Additionally, Waste Connections should supply documentation for transportation of unregulated radioactive waste at UVDS/Clover Flat Landfill prior to the 2020, if that transportation actually occurred.

Documentation has never been provided to ascertain the radioactive fracking tanks were not still on premises when the Glass Fire wildfire burned Clover Flat Landfill in 2020.

CONCERNS WITH UVWMA DIRECTOR STEVEN LEDERER

Long time Upper Valley Waste Management Agency Director Steve Lederer (since 2012) has also been the Napa County Public Works Director since 2012 with Napa County roads consistently rated among the worst in the San Francisco Bay Area, often ranking at or near the bottom of the nine-county region in annual

[Metropolitan Transportation Commission \(MTC\) reports](#). With a combined average Pavement Condition Index (PCI) score of 54 (out of 100) in late 2024, the county falls into the "at-risk" category.

In his extensive time as the Director of the UVWMA JPA Mr. Lederer has

led the way to deregulating this Joint Powers Agency - removing oversight teeth that had protected public health and safety and the environment for decades by orchestrating new no-bid contracts with the UVWMA and UVDS/Clover Flat Landfill (Now owned by Waste Connections) without public transparency or a public bidding process.

He has allowed the long term storage of unregulated radioactive waste, dozens of fires and numerous large scale contamination incidents to occur on his watch

Director Lederer mislead the public and the UVWMA by downplaying the severity of the radiation exposure incident at Clover Flat Landfill in 2018/2019, and by omission buried evidence of the Glass Fire burning of Clover Flat Landfill in 2020, failing to notify the public of an active wildfire burning through Clover Flat Landfill with incineration of the toxic leachate and methane systems, and with no accountability to the Waste Workers questionably deployed by the company to fight the wildfire without training or equipment.

Director Lederer was exclusively named in the Department of Justice/FBI investigation of the Upper Valley Waste Management Agency and called before the Grand Jury in San Francisco.

As Director of the UVWMA he repeatedly failed to inform the Agency and the public of the Fish & Wildlife Investigation that lead to the 2025 Napa County District Attorney settlement for over \$6 million dollars, as well as signed off on a Transfer Station permit for Upper Valley Disposal Service with no mention in any public meeting or notice to neighbors and the community.

Director Lederer has been Napa County Public Works Director since 2012, and has been with Napa County since 2001 starting in the Planning Department. The UVWMA started in 1992 and it appears Mr. Lederer has been Director of the UVWMA with a history of fires, large scale contamination incidents and lack of accountability to both the community and UVDS/Clover Flat Landfill workforce.

With roads in Napa County consistently ranked among the worst roads in the Bay Area and a reckless history towards public health and safety as Director of the UVWMA it should occur to you that he is at minimum clearly overtaxed in assuming both roles and this should be examined.

Is it not time for a fresh face and some new leadership in this troubled Joint Powers Agency with a provably problematic past?

If you are basing your decisions of the leadership of Director Lederer with the troubled history of UVDS/Clover Flat Landfill and the ongoing issues with a company like Waste Connections garnering thousands of complaints from entire communities in Southern California, this past history should give you pause.

Geoff Ellsworth
Co-Chair
CA LULAC Waste Workers Advocacy Committee
323-691-9621
CALulac.org



**CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
BOND FINANCING PROGRAM
Meeting Date: June 15, 2021**

Request to Approve a Final Resolution Authorizing the Issuance of Tax-Exempt Revenue Notes for New Money and Refunding Purposes

Prepared by: Andrea Gonzalez

Applicant:	Napa Recycling & Waste Services, LLC, and/or its affiliates	Final Resolution Amount Requested:	\$59,020,000
		New Money Requested:	\$28,100,000
		Refunding Amount Requested:	\$30,920,000
		Application No.:	944 (SB)
Project Location:	City of Woodland (Yolo County)	Final Resolution No.:	21-01-611
		Prior Action:	IR 21-01 approved on 4/12/21

Summary. Napa Recycling & Waste Services, LLC, and/or its affiliates (the “Borrower”) requests the approval of a Final Resolution for a total amount not to exceed \$59,020,000 in tax-exempt notes of which \$30,920,000 will be used to refund the Series 2017 Notes (the “Prior Notes”) previously issued by the California Pollution Control Financing Authority (the “Authority”). The new money amount of \$28,100,000 will be used to finance the construction and/or equipping of an organics and construction demolition waste processing facility and the purchase of solid waste equipment (the “Project”).

Borrower. The Borrower was organized in California on August 18, 2004, for the purpose of collecting and processing solid waste, recyclables and organic materials. The Borrower is a limited liability company and is a small business that employs approximately 175 employees in total.

The principal stockholders of the Borrower are as follows:

B & K Napa Waste, LLC	25%
Garaventa Enterprises, Inc.	25%
Garbarino Waste Industries, LLC	25%
Pestoni Napa City, LLC	25%
Total:	<u>100%</u>

Legal Status Questionnaire. The Authority staff has reviewed the Borrower’s responses to the questions contained in the Legal Status Questionnaire portion of the Application. The information disclosed in the Legal Status Questionnaire portion of the

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Application does not raise concerns regarding the financial viability or legal integrity of this applicant.

Tax Equity and Fiscal Responsibility Act (TEFRA). The TEFRA hearing was held on May 14, 2021. There were no comments received in support of or in opposition to this Project.

Fees. The Borrower has paid an application fee of \$5,000 and will pay an administrative fee of up to \$51,200 at closing. Additionally, the Borrower will pay the Authority's actual costs, including, but not limited to, applicable Issuer's Counsel fees, Agent for Sale fees and staff costs for the refunding portion of the transaction, in lieu of the Authority's usual refunding fee.

Small Business Assistance Fund (SBAF) Eligibility. The SBAF, established in Section 8041 of Division 11 of Title 4 of the California Code Regulations, is funded by fees collected from large-business borrowers with more than 500 employees to help offset the costs of issuance for small businesses that participate in the program. The SBAF assistance is available on a sliding scale to small-business borrowers, defined in Section 8020(l) of Division 11 of Title 4 of the California Code of Regulations as those who employ no more than 500 employees, unless the par amount of the note issue is above \$13,750,000. The Borrower is a small business, but it is not eligible for assistance from the Small Business Assistance Fund due to the par amount of the note issue.

Prior Financings. Prior financings are listed below.

Description	Date of Issue	Original Amount	Amount Outstanding as of 6/1/2021
Napa Recycling & Waste Services, LLC, Series 2005A	4/1/2015	\$21,030,000	\$0
Napa Recycling & Waste Services, LLC, Series 2017	12/19/2017	35,200,000	30,920,000
TOTALS:		\$56,230,000	\$30,920,000

Project Description. The note proceeds will be used to construct an organics and demolition waste processing facility at the Yolo County Central Landfill as part of a program to comply with the California Global Warming Solutions Act of 2006 (Division 25.5 (commencing with section 35800) of the Health and Safety Code) and Chapter 13.1 (commencing with section 42652) of the Public Resources Code. It is anticipated that the facility will annually process approximately 150,000 tons of organic material, including green and food waste, and 10,000 tons of construction-related debris.

The Borrower also intends to use the note proceeds to purchase equipment for the collection, processing, transfer and recycling of solid waste, including California Air

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Resources Board compliant solid waste collection vehicles, an excavator, wheel loaders, a grinder, a shredder, screens and sorting equipment.

The anticipated Project costs are listed below:

Project and Issuance Costs	To Be Paid from Note Proceeds
Acquisition and Installation of New Solid Waste Equipment and Construction and/or Equipping of Organics and Demolition Waste Processing Facility	\$27,744,675
Refinancing of Series 2017 Notes	30,920,000
Note Issuance Expenses	<u>355,325</u>
Total	<u>\$59,020,000</u>

Note: The Project costs reported in the Borrower's application and shown here in the Authority staff's report are estimated costs. At the time this financing closes, the estimated Project costs will be finalized and stated in the Tax Certificate. Variations from the costs shown in the application and in this report may occur prior to the closing due to the increased costs of certain components of the Project from original estimates, and other reasons. In addition, those costs may vary after closing due also to increased costs, as well as design and equipment modifications during construction, differences in equipment due to future changes in statutes or regulation or for other reasons. However, the Borrower confirms, through the submission of a signed application and will confirm through covenants and representations in various note documents, that all assets purchased with note proceeds will qualify for tax-exempt financing, they will be used to complete the Project as described, and the average life tests required by federal law and described in the Tax Certificate will continue to be met. Tax-exempt financing may be only one source out of multiple sources of financing for a given project.

Anticipated Project Timeline. The Project is presently under construction and is expected to be completed by December 31, 2023.

California Debt Limit Allocation Committee (CDLAC) Volume Cap Allocation. The Authority has applied on the Borrower's behalf to CDLAC for an exempt facility allocation in an amount not to exceed \$28,100,000 to be considered at its June 16, 2021, meeting

Local Government. The Borrower received a letter of support from Ramin Yazdani, Director of the Division of Integrated Waste Management for Yolo County (see Attachment A).

Pollution Control and/or Environmental Benefits. The Borrower represents the Project will generate the pollution control and environmental benefits described below.

Air Quality. The Borrower states, “Air quality should be enhanced with the full implementation of the proposed project by virtue of the fact that composting significantly reduces GHG gases compared to a landfill. In addition, the application of compost results in a reduced need for GHG producing petroleum-based chemical fertilizer, pesticides and herbicides.”

Water Quality. The Borrower states, “Composting improves downstream water quality by retaining pollutants such as heavy metals, nitrogen, phosphorus, herbicides and pesticides. Compost retains a large volume of water, thus helping to reduce erosion, reduce runoff and establish vegetation.”

Recycling of Commodities. The Borrower states, “The proposed Project is expected to divert a substantial amount of organic material including green waste and food waste recyclables and construction related debris from local landfills.”

Safety and Compliance. The Borrower states, “The Project will be compliant with all State and local mandates. It is in direct response to the State’s regulatory mandates of California Public Resources Code as required by AB 939, AB 32 and SB 1383.”

Consumer Cost Savings and Efficiencies. The Borrower states, “The resulting compost from the facility will be available for direct use by local farmer and residences. When applied properly compost reduces the need to water as frequently and significantly reduces water evaporation from deeper levels.”

Permitting and Environmental Approvals. The Borrower has provided a signed letter from Greg Kelley, Operations Manager of Napa Recycling & Waste Services, LLC, articulating that the Project is consistent with its existing zoning and permit requirements. The Borrower represents that the Project does not require a new review under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) process and does not require any additional discretionary permits.

Financing Details. The Borrower anticipates a direct bank purchase of negotiated tax-exempt notes with MUFG Union Bank, N.A., which is a Qualified Institutional Buyer (QIB) as defined in SEC Rule 144A under the Securities Act of 1933, in minimum denominations of \$250,000 or any integral multiple of \$5,000 in excess thereof. Subsequent transfer is restricted to the transfer of the note in whole or, with the consent of the Authority, in part. The target date for financing is July 1, 2021.

For state law purposes, the notes will be delivered (“drawn down”) incrementally. For federal tax law purposes, since at least \$50,000 of the notes will be delivered on the initial closing date, the entire \$59,020,000 will be deemed issued at closing and will receive the full amount of volume cap allocation dedicated to the notes. The Borrower has advised the Authority that this structure will provide significant cost savings to the Borrower.

Financing Team.

Municipal Advisor to Borrower:	Westhoff, Cone & Holmstedt
Note Counsel:	Law Offices of Leslie M. Lava
Issuer's Counsel:	Office of the Attorney General
Direct Bank Purchaser:	MUFG Union Bank, N.A.
Trustee:	The Bank of New York Mellon Trust Company, N.A.

Staff Recommendation. Staff recommends the approval of Final Resolution No. 21-01-611 for an amount not to exceed \$59,020,000 for Napa Recycling & Waste Services, LLC, and/or its affiliates.

Attachment A



County of Yolo
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT

Taro Echiburú,
DIRECTOR

44090 County Road 28H, Woodland, CA 95776
(530) 666-8852 Fax (530) 666-8853 www.yolocounty.org

March 26, 2021

Ms. Nancee Robles
Interim Executive Director
California Debt Limit Allocation Committee
915 Capitol Mall, Room 311
Sacramento, CA 95814

RE: California Debt Limit Allocation Committee, Exempt Facility Approvals
Northern Recycling, LLC Project

Dear Ms. Robles:

I write to you today on behalf of Northern Recycling, LLC relating to their funding of equipment and infrastructure for a Composting and Construction & Demolition Debris Processing Facility located at the Yolo County Central Landfill. Our understanding is that project approval will be requested at the next California Debt Limit Allocation Committee ("CDLAC") meeting.

Northern Recycling will be constructing the facility as part of a program to comply with AB 32 and SB 1383 at the Yolo County Central Landfill to remove organics from landfill disposal and create a compost product for agriculture. They will purchase processing equipment and provide funding for the construction of the facility. I understand that in order to receive approval for the issuance of tax exempt bonds that will fund these costs and, on whose lower interest rates the "project" economics have been based, CDLAC must grant part of the State's allocation for "private activity" bonds as defined by the federal government to the Project.

We and Northern Recycling agree that the implementation of this project is a cost-effective addition to our overall program, taking into account cost, technology and expected additional waste diversion through enhanced and improved recycling and composting systems and equipment.

On behalf of the County of Yolo, I would appreciate it if you would approve the Northern Recycling project application.

Sincerely,

Ramin Yazdani

Ramin Yazdani, Director
Division of Integrated Waste Management

**FINAL RESOLUTION OF THE
CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY
AUTHORIZING THE ISSUANCE OF REVENUE NOTES FOR
NEW MONEY AND REFUNDING PURPOSES FOR THE
SOLID WASTE DISPOSAL AND RECYCLING FACILITIES AND EQUIPMENT
OF NAPA RECYCLING & WASTE SERVICES, LLC, AND/OR ITS AFFILIATES**

June 15, 2021

WHEREAS, the California Pollution Control Financing Authority (the “Authority”) has received the application of Napa Recycling & Waste Services, LLC, a California limited liability company, and/or its affiliates (the “Borrower”) for financial assistance to finance or refinance (i) the acquisition and installation, if any, of solid waste equipment to be located at 44090 County Road 28H, Woodland, CA 95776 (the “Site”); and (ii) the construction and/or equipping of an organics and demolition processing facility to be located at the Site; all as more particularly described in the Term Sheet attached hereto as Exhibit A and incorporated herein (the “Term Sheet”) (collectively, the “2021 Project”); and

WHEREAS, the Authority has previously issued its California Pollution Control Financing Authority Variable Rate Demand Solid Waste Disposal Revenue Notes (Napa Recycling & Waste Services, LLC Project) Series 2017 (the “Prior Notes”); and

WHEREAS, the Borrower now wishes to refund the Prior Notes, which financed or refinanced (i) the construction of improvements to solid waste facilities, including a roof structure, storm water management system and site improvements thereto, and the acquisition and installation, if any, of equipment for the collection, processing, transfer and recycling of solid waste and other equipment functionally related thereto, including, without limitation, rolling stock, collection and other vehicles and/or green and food waste processing, materials recovery, composting and/or office equipment located at 820 Levitin Way, American Canyon, CA 94503, 600 Tower Road, American Canyon, CA 94503, 889 Devlin Road, American Canyon, CA 94503, 11220 County Road 94, Zamora, CA 95698, 920 American Way, Paradise, CA 95969 (the “2017 Sites”); and/or (ii) the acquisition of drop boxes, bins, carts and containers located at one or more of the 2017 Sites and/or with customers located in incorporated or unincorporated portions of Napa, Butte and/or Yolo Counties, CA; all as more particularly described in the Term Sheet (the “Prior Project” and, together with the 2021 Project, the “Project”); and

WHEREAS, the Borrower has requested the Authority to issue its revenue notes from time to time in an amount not to exceed \$59,020,000 to assist in the financing or refinancing of the 2021 Project and the refunding of the Prior Notes; and

WHEREAS, the Borrower has applied for an allocation to finance the 2021 Project and certain costs of the issuance of the Notes (as hereinafter defined) in the aggregate amount of \$28,100,000, from the California Debt Limit Allocation Committee (“CDLAC”) (the “Allocation”); and

WHEREAS, the Borrower has requested that such revenue notes be delivered in installments as described in the hereinafter referred indenture; and

WHEREAS, the proceeds of such revenue notes will be loaned to the Borrower under the hereinafter referred loan agreement with the Authority; and

WHEREAS, final approval of the terms of such revenue notes and certain documents relating to such revenue notes is now sought; and

WHEREAS, the Borrower has provided documentation to the Authority demonstrating that the Project has complied with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or is not a project under that division;

NOW, THEREFORE, BE IT RESOLVED by the California Pollution Control Financing Authority, as follows:

Section 1. The Project constitutes a “project” and the Borrower is a “participating party” within the meaning of the California Pollution Control Financing Authority Act (Division 27 (commencing with Section 44500) of the Health and Safety Code) (the “Act”).

Section 2. Pursuant to the Act, revenue obligations of the Authority, designated as the “California Pollution Control Financing Authority Variable Rate Demand Solid Waste Disposal Revenue Notes (Napa Recycling & Waste Services, LLC Project) Series 2021” (the “Notes”), or such alternate designation as may be approved by the Executive Director or the Deputy Executive Director of the Authority, in an aggregate principal amount not to exceed \$59,020,000, are hereby authorized to be issued. The Notes may be issued at one time, or from time to time, in one or more series or sub-series separately or differently identified, and may be issued in a tax-exempt mode, all in accordance with the Indenture (as hereinafter defined) as finally executed. The proceeds of the Notes shall be used to make a loan to the Borrower to finance or refinance the 2021 Project (including without limitation, reimbursing the Borrower for qualifying costs incurred for the 2021 Project prior to the issuance of the Notes), to refund the Prior Notes and to pay certain costs of issuance of the Notes. The Notes may be issued as a single issue for federal tax purposes with delivery of the Notes against proceeds done in periodic installments under a draw down mechanism.

Section 3. The Treasurer of the State of California (the “Treasurer”) is hereby authorized to sell the Notes, at one time or from time to time on or before December 31, 2021, by negotiated sale, at such price and at such interest rate or rates as the Treasurer may determine, such determination to be as set forth in the hereinafter referred to Purchase Contract. Delivery of the Notes at such times to be determined by the Authority pursuant to documents approved in Section 4 hereof, is hereby approved.

Section 4. The following documents:

- (i) a loan agreement relating to the Notes (the “Loan Agreement”) between the Authority and the Borrower;
- (ii) an indenture relating to the Notes (the “Indenture”) between the Authority and the trustee named in the Term Sheet (the “Trustee”); and
- (iii) a note purchase contract relating to the Notes (the “Purchase Contract”) among the Authority, the Treasurer, as agent for sale, and the bank named in the Term Sheet, as purchaser (the “Purchaser”), and as approved by the Borrower;

are hereby approved in substantially the forms on file with the Authority prior to this meeting, with such insertions, deletions or changes therein in substantial conformance with the Term Sheet as the officer(s) executing and/or delivering the same may require or approve, such approval to be conclusively evidenced by execution and delivery thereof.

Section 5. Any modification to the Project made prior to the issuance of the Notes shall be reported to the Executive Director of the Authority, and such modification shall be subject to further approval by the Authority.

Section 6. Any material changes to the note sale structure prior to the issuance of the Notes are subject to further approval by the Authority.

Section 7. The Authority understands and agrees that pursuant to the terms of the Loan Agreement, the obligations of the Borrower may, under some circumstances, be carried out or assumed by a successor or assignee entity, or by an Affiliate of the Borrower. For purposes of this Resolution, an “Affiliate” of the Borrower means any person or entity that meets the definition of “participating party” in the Act and controls, is controlled by or is under common control with the Borrower, as shown by the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through majority equity ownership, contract or otherwise.

Section 8. The dates, maturity dates, interest rate or rates, interest payment dates, denominations, forms, registration privileges, place or places of payment, terms of redemption and other terms of the Notes shall be as provided in the Indenture, as finally executed.

Section 9. The Notes shall be executed by the manual or facsimile signature of the Chair or any Deputy to the Chair and the seal of the Authority shall be affixed thereon (or a facsimile reproduced thereon) in the form set forth in and otherwise in accordance with the Indenture. The Notes, when executed, shall be delivered to the Trustee under the Indenture for authentication by the Trustee. The Trustee is hereby requested and directed to authenticate the Notes by executing the Trustee’s certificate

of authentication appearing thereon. The Trustee is hereby requested and directed to deliver the Notes, when duly executed and authenticated, to the Purchaser in accordance with written instructions executed on behalf of the Authority, which instructions are hereby approved. Such instructions shall provide for the delivery of the Notes to the Purchaser upon payment of the purchase price thereof.

Section 10. The Authority hereby dedicates and confirms the Allocation to the Notes of \$28,100,000 to be received from CDLAC, if approved, to finance or refinance certain costs of the 2021 Project and to pay certain costs of the issuance of the Notes, so as to satisfy the requirements of Section 146(e) of the Internal Revenue Code of 1986, with respect to the Notes. The Allocation shall automatically revert to CDLAC unless the Authority has executed the Notes on behalf of the Borrower by the close of business one hundred eighty (180) days from the date of the approval of the Allocation. The Executive Director of CDLAC may approve an extension of up to ninety (90) days, which approval shall not be unreasonably withheld. This extension will result in a forfeiture of the 2021 Project's performance deposit to the extent that the performance deposit has not previously been forfeited. The Authority shall return any unused Allocation to CDLAC.

Section 11. Each officer of the Authority, acting alone, is hereby authorized and directed, to do any and all ministerial acts that the officer may deem necessary or advisable in order to consummate the issuance, sale or delivery of the Notes, and otherwise to effectuate the purposes of this Resolution and the Indenture, the Loan Agreement and the Purchase Contract. The Authority hereby approves any and all documents to be delivered in furtherance of the foregoing purposes, including without limitation, any certifications, including, a tax certificate.

Section 12. The provisions of the resolution of the Authority entitled "Resolution of the California Pollution Control Financing Authority Delegating Certain Powers and Authorizing Certain Actions Related to Bond Financings," Resolution No. 21-01-001, adopted by the Authority on January 19, 2021 (the "Delegation Resolution"), apply to the documents and actions approved in this Resolution, and the provisions of Resolution No. 21-01-001 are incorporated herein by reference. This Section 12 shall be deemed to refer to and incorporate any resolution of a similar nature adopted hereafter by the Authority that replaces or supersedes the Delegation Resolution.

Section 13. The provisions of the Initial Resolution No. 21-01, approved by the Interim Executive Director of the Authority, on behalf of the Authority, on April 12, 2021, pursuant to their delegation authority, apply to the documents and actions approved in this Resolution, and the provisions of such resolution are incorporated herein by reference.

Section 14. The Certification of Compliance II or equivalent form must be submitted by the Borrower to the Authority by February 1 annually, until the Certificate of Completion has been submitted to the Authority, as provided in the Loan Agreement. These forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. A

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failure to demonstrate compliance may result in the disqualification from future allocations of the State Ceiling on Qualified Private Activity Bonds.

Section 15. The Loan Agreement, Indenture and Purchase Contract expressly provide that CDLAC is a third-party beneficiary of the terms and conditions set forth in CDLAC's Resolution. Once the Notes are executed and delivered, the terms and conditions set forth in CDLAC's Resolution shall be enforceable by CDLAC through an action for specific performance or any other available remedy.

Section 16. The Authority hereby approves and ratifies each and every action taken by its officers, agents, members and employees prior to the date hereof in furtherance of the purposes of this Resolution.

Section 17. This Resolution shall take effect immediately upon its passage. The adoption by the Authority of this final resolution for the Borrower shall not be referred to in any application before any government agency as evidence of the feasibility, practicality or suitability of the Project or in any application for any required permission or authority to construct or operate the Project.

EXHIBIT A

TERM SHEET

Name of Issue:	California Pollution Control Financing Authority Variable Rate Demand Solid Waste Disposal Revenue Notes (Napa Recycling & Waste Services, LLC Project) Series 2021 (the "Notes")
Maximum Amount of Issue:	\$59,020,000 (tax-exempt)
Issuer:	California Pollution Control Financing Authority (the "Authority") Sacramento, CA
Borrower:	Napa Recycling & Waste Services, LLC Napa, CA
Purchaser:	MUFG Union Bank, N.A. Ontario, CA
Note Counsel:	Leslie M. Lava, Esq. Tiburon, CA
Trustee:	The Bank of New York Mellon Trust Company, N.A. Los Angeles, CA
Underwriter:	Not applicable
Remarketing Agent:	Not applicable
Project:	(1) Finance or refinance (i) the acquisition and installation, if any, of

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solid waste equipment to be located at 44090 County Road 28H, Woodland, CA 95776 (the "Site"); and (ii) the construction and/or equipping of an organics and demolition processing facility to be located at the Site; and (2) refund one outstanding Authority revenue note issue which financed or refinanced (i) the construction of improvements to solid waste facilities, including a roof structure, storm water management system and site improvements thereto, and the acquisition and installation, if any, of equipment for the collection, processing, transfer and recycling of solid waste and other equipment functionally related thereto, including, without limitation, rolling stock, collection and other vehicles and/or green and food waste processing, materials recovery, composting and/or office equipment located at 820 Levitin Way, American Canyon, CA 94503, 600 Tower Road, American Canyon, CA 94503, 889 Devlin Road, American Canyon, CA 94503, 11220 County Road 94, Zamora, CA 95698, 920 American Way, Paradise, CA 95969 (the "2017 Sites"); and/or (ii) the acquisition of drop boxes, bins, carts and containers located at one or more of the 2017 Sites and/or with customers located in incorporated or unincorporated portions of Napa, Butte and/or Yolo Counties, CA.

Maximum Note Term:

Not to exceed 31 years

Type of Sale:

Negotiated sale; direct purchase by Purchaser

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Description of Minimum Denominations:	\$250,000 or any integral multiple of \$5,000 in excess thereof during index interest rate period (initial period)
Financing Structure:	Index interest rate notes deliverable in installments using a draw down mechanism, convertible to term interest rate or weekly variable rate with tender option pursuant to the Indenture; transferrable by Purchaser to either an affiliate of the Purchaser or, upon delivery of a letter of representation, a "Qualified Institutional Buyer," as defined in Rule 144A of the Securities Act of 1933, as amended
Maximum Interest Rate:	Lesser of 12% or the maximum rate permitted by law
Letter of Credit:	Not applicable
Other Credit Enhancement:	Not applicable
Anticipated Note Rating:	Unrated
Type of Financing:	Solid waste disposal revenue notes
Prepared by:	Leslie M. Lava, Esq. Law Offices of Leslie M. Lava (415) 331-6464

From: [Geoff Ellsworth](#)
To: [Lederer, Steven](#); [Alsop, Ryan](#); [Cottrell, Anne](#); [Ramirez, Alice](#); [Griffis, Amanda](#)
Cc: [Assemblymember.Ortega@assembly.ca.gov](#); [Jacob Sandoval](#); [Jose Hernandez](#); [cmalan1earth@gmail.com](#); [Anne Wheaton](#); [Maria Gutierrez](#); [Paul Bocanegra](#); [Robert Dresser](#); [odeharo72@gmail.com](#); [Rubin, Joe](#); [saludwi94062@yahoo.com](#); [Frank@frogsleap.com](#); [Leeds.elizabeth@gmail.com](#)
Subject: Public Comment for June 22, 2026 -Upper Valley Waste Management Agency (UVWMA) - Napa County
Date: Wednesday, June 17, 2026 7:25:15 AM
Attachments: [image.png](#)
[WasteConnectionsLawsuits2024 \(2\).png](#)
[WasteConnectionsLawsuits2023-24 \(2\).png](#)

[External Email - Use Caution]

To UVWMA Director Steven Lederer, UVWMA Board/Staff, Napa County Supervisors, Napa County CEO Ryan Alsop,
REGARDING THE UPPER VALLEY WASTE MANAGEMENT AGENCY JPA (JOINT POWERS AUTHORITY) UVWMA-JPA/Napa County

The sole charge of the UVWMA is the Upper Valley Disposal Service/Clover Flat Landfill, now owned by Waste Connections. The UVWMA -JPA member jurisdictions are: City of St. Helena, City of Calistoga, Town of Yountville, County of Napa.

Please acknowledge receipt of this email and please distribute to UVWMA Board and Staff and Napa County Supervisors at the earliest possible juncture before scheduled 1:30 PM, June 22 2026 UVWMA Board Meeting listed on Napa County website.

This is Geoff Ellsworth, former mayor of St. Helena (2018-2022) in Napa County jurisdiction. I am also now Co-Chair of the Ca. LULAC (League of United Latin American Citizens) California Statewide Waste Workers Advocacy Committee.

Your continued denial of remote access to these meetings and minimal information on the UVWMA website is an affront to the public trust and the public's right to public information. Please provide remote/zoom style access to the June 22, 1:30 UVWMA meeting. The meeting occurs at the Yountville Town Chambers where the Yountville Town Council meets and has all available technology to easily facilitate this transparency the public has a right to, and to do so is well within the budget of the UVWMA and Napa County.

Here is a link to the April 30 Waste Worker Advocacy Coalition Sacramento presentation at the Ca. State Capitol with significant reference to Upper Valley Disposal Service and the UVWMA <https://www.youtube.com/watch?v=fhPVt9SYLJk>

Ca LULAC has been involved in building a Ca. Statewide Waste Worker Advocacy Coalition that has included communication with the offices of Ca. Assemblymember Liz Ortega (District 20, San Leandro) who is Chair of the Ca. Assembly Labor Committee as well as with the office of Assemblymember Pilar Schiavo (District 40 - Santa Clarita) where thousands of complaints and legal actions have been registered against Waste Connections (current owner of Upper Valley Disposal Service/Clover Flat Landfill in Napa County).

These legal actions include a lawsuit from the County of Los Angeles District Attorney (see links below and attachments).

Please note I have submitted these concerns and requests many, many times to the UVWMA under the Directorship of Steven Lederer over many years, **including for the remote access/Zoom style meetings that should accompany the large scale, long term, no-bid public contracts bequeathed to this waste company by the UVWMA.** The public who pay the salaries of Napa County employees/regulators like yourselves have a right to be informed of processes, decision making, and outcomes in such matters.

The concerns I reference include fires, toxic smokes, large scale contamination incidents, questionable infrastructure and lack of accountability to the community and primarily Latino workforce impacted by incidents at UVDS/Clover Flat Landfill.

The Napa County community and the Latino workers of Clover Flat Landfill are among the general public the UVWMA and its member jurisdictions(City of St. Helena, City of Calistoga, Town of Yountville, County of Napa) are mandated to protect with a commitment to public health and safety.

Note: The FBI investigation into UVDS/Clover Flat Landfill referenced by Director Lederer did not exonerate the company or the UVWMA and indicated an ability for the US Justice Dept. to return to the matter.

I will once again today provide an inventory of concerns for you to consider as custodians of the public trust with this company (Waste Connections/ Upper Valley Disposal Service/Clover flat Landfill) that holds significant public/government contracts and responsibility for those it serves under those contracts.

For the benefit of the public you serve the UVWMA should agendize and present a summary of the 2025 Napa County District Attorney Settlement with UVDS/Clover Flat Landfill/Waste Connections instead of just directing the community to go read it themselves.

This includes a \$6.6 million dollar settlement for environmental damages in Napa Valley from contamination incidents in 2018/2019, including leachate (garbage wastewater) spills, \$4 Million in Habitat Restoration, and \$1.1 Million in flood plain restoration. Unfortunately the settlement does not address impacts to the Latino workforce of UVDS/Clover Flat Landfill impacted by the incidents.

PLEASE ADDRESS THE ISSUES CONCERNING LACK OF TRANSPARENCY WE HAVE BROUGHT TO YOUR ATTENTION FOR MANY YEARS, THESE INCLUDE:

- **Not Including critical Public Comment at the 12.15. 2025 Upper Valley Waste Management Agency from Suscol InterTribal Council.**
- **Removing Microphones from meetings when all technology is in place at the Yountville Town Chamber**
- **Not offering video recording or virtual meeting capabilities that are provided at nearly every other county meeting.**

- We have slipped backwards where Zoom used to be provided for UVWMA and it has been removed. We know from your budgets that you have more than ample funding and capability to provide this. As a Board it is your leadership that has led to this diminishment of public accessibility to their own government decision making processes.
- Non-updated UVWMA website has a 4 year gap in past agendas (nothing from 2022-2026)

Providing a single thread audio recording of the UVWMA meetings with no ability to fast forward or rewind when all technology is available to provide full access visual and audio is yet another disservice to the public the UVWMA Board and Staff were either elected or hired to serve.

WASTE CONNECTIONS disregard for Public Comment and Public Service Advocacy Organization

A large number of Waste Connection staff attended only 15 minutes of the previous UVWMA meeting (**Dec. 12, 2025**) and then staged a walkout during a **presentation from Ca LULAC** regarding Latino Waste Worker fatalities and waste site public safety and environmental concerns, absenting themselves from listening to community comments or concerns. They contributed nothing and showed a complete disregard for the public and Ca LULAC, actions that do not translate to community partnership. Why were they there? Was it an attempt at intimidation?

WASTE CONNECTIONS LOS ANGELES COUNTY/SANTA CLARITA - CHIQUITA CANYON LANDFILL

What is occurring with Waste Connections related to Chiquita Canyon Landfill in Santa Clarita/Los Angeles County is informative to the situation in Napa County with Waste Connections ownership of UVDS /Clover Flat Landfill - in both regions Waste Connections operates on government contracts.

The Chiquita Canyon Landfill in Santa Clarita Ca./Los Angeles County, owned and operated by Waste Connections, has been dealing with sub-surface toxic burning and for at least 4 years prompting thousands of serious complaints and lawsuits from entire communities, including a lawsuit from the County of Los Angeles (see below) - despite thousands of complaints Waste Connections has not resolved the problems.

This is a Waste Today Article about the lawsuit filed by Los Angeles County against "CHIQUITA CANYON, LLC" "CHIQUITA CANYON, INC." and "WASTE CONNECTIONS US, INC."

<https://www.wastetodaymagazine.com/news/los-angeles-county-files-lawsuit-against-chiquita-canyon-landfill-operators/>
[an article](#)

Here is the LA County Lawsuit against Waste Connections

https://drive.google.com/file/d/1KvKUW3FkPxRKd49J9xnqJYXCdNn1w3j3/view?utm_name=

Through the Los Angeles County Courts portal, the attached screenshots are case numbers for claims against Waste Connections (see attached). These are just the first two pages, it says there are over 1000 cases/claims since 2021, including the mass torts.

This is the LA County court link to search

cases: <https://www.lacourt.ca.gov/paos/v2web3/CivillIndex>.
<https://www.lacourt.ca.gov/paos/v2web3/CivillIndex/Results>

REGARDING UVDS/CLOVER FLAT LANDFILL

In the UVWMA meeting on Dec. 15, 2025 the Waste Connections regional manager and representative stated Upper Valley Disposal Service Whitehall Lane is NOT a Transfer Station. However, the company submitted a request by Christy Pestoni that was processed in May 2023 (see attached) to have UVDS Whitehall Lane be a transfer station. On Jan. .8.2024 (see attached) UVWMA Director Steven Lederer signed paperwork with Waste Connections allowing it to be transfer station, **but without public process or input from community or neighbors.**

Closure Date - the goal post continues to move.

- Waste Connections said they would submit plans to the Local Enforcement Agency (Napa County Cal Recycle LEA) **early 2025** for closure of Clover Flat Landfill and that timeline was not met.
- The latest update was that closure of Clover Flat was to begin mid-2027 and take two years - meanwhile the landfill continues to operate with its inherent fire and contamination risks to workers, community and environment.
- <https://www.pressdemocrat.com/2025/04/24/closure-of-troubled-napa-valley-landfill-likely-to-begin-in-2027/>

Employee Retention - Waste Connections claimed in earlier meetings they would retain all of their employees when they were purchasing the company.

TIMELINE

- 2.2023 Waste Connections purchases Clover Flat Landfill and Upper Valley Disposal
- 11.2023 Employees file complaints with state and federal agencies
- 3.8.2024 - 12 employees laid off/terminated at Upper Valley Disposal Service/ **all of Latino background** - bringing up questions of potential retaliation

8.2024 FBI visits UVDS Whitehall Lane & the Pestoni home

- 11.2024 UVDS Employees file a lawsuit

I would encourage the UVWMA Board, Supervisors and Staff to read the bolded headings in the attached employee lawsuit against UVDS/Clover Flat Landfill/Waste Connections (see attached) - it only takes about ten minutes to understand the significant abuses of a minority workforce in the modern United States claimed by the workers, and the public health/safety and environmental concerns indicated by the claims.

Geoff Ellsworth

Co-Chair

CA LULAC Waste Workers Advocacy Committee

323-691-9621

CALulac.org





The following list might contain records of different people/companies with the same name, and it may not contain records of the person/entity for whom you are searching.

Search performed on: 1/9/2026 5:54 AM

Company Name: Waste Connections

Click on the case number to view further case information.

[New Search](#) [Print This Page](#)

Civil Name Search For "Waste Connections" From 1/1/2021 Up To 1/8/2025

1115 results found.

Case Number	Filing Date	Case Type	Name	Location	Available Docs
23CHCV00187	1/23/2023	Motor Vehicle - Personal Injury/Property Damage/Wrongful Death (U	WASTE CONNECTIONS INC.	Chatsworth Courthouse	7
24CHCV00061	1/8/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES	Spring Street Courthouse	168
24CHCV01058	3/26/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES	Spring Street Courthouse	6
24CHCV01062	3/26/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES	Spring Street Courthouse	6
24CHCV00061	1/8/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	168
24CHCV00717	3/6/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	8
24CHCV00775	3/11/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	6

24CHCV00775	3/11/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	6
24CHCV00923	3/19/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	7
24CHCV00981	3/20/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	6
24CHCV01105	3/28/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	7
24CHCV01504	4/23/2024	Claims Involving Mass Tort (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC	Spring Street Courthouse	7
23STCV20524	8/25/2023	Toxic Tort/Environmental (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	24
24CHCV00061	1/8/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	168
24CHCV00642	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00643	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00645	3/1/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00647	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00652	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00653	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00656	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8
24CHCV00657	3/4/2024	Other Personal Injury/Property Damage/Wrongful Death (Unlimited)	WASTE CONNECTIONS MANAGEMENT SERVICES INC.	Spring Street Courthouse	8



Napa County
Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1329

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Steven Lederer - Manager, UVWMA
SUBJECT: Reports from Jurisdictions

RECOMMENDATION

REPORTS FROM JURISDICTIONS

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

Napa County

Calistoga

St. Helena

Yountville

BACKGROUND

None

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.



Napa County

Board Agenda Letter

1195 THIRD STREET
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Upper Valley Waste Management Agency (UVWMA)
File ID #: 26-1330

Agenda Date: 6/22/2026

TO: Board of Directors
FROM: Steven Lederer - Manager, UVWMA
REPORT BY: Steven Lederer - Manager, UVWMA
SUBJECT: Future Agenda Items

RECOMMENDATION

FUTURE AGENDA ITEMS

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

BACKGROUND

Future meetings will address the Board’s fiscal reserve policy, and the Agency’s Grant program.

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.