

Napa County

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



Agenda - Final **SPECIAL MEETING**

Monday, October 21, 2024
1:30 PM

Yountville Town Council Chambers
6550 Yount St. Yountville, CA

Upper Valley Waste Management Agency (UVWMA)

CITY OF CALISTOGA

Scott Cooper, Member * Irais Lopez-Ortega, Alternate

CITY OF ST. HELENA

Patrick Kenealy, Member * Anna Chouteau, Alternate

NAPA COUNTY

Alfredo Pedroza, Member * Anne Cottrell, Vice Chair * Ryan Gregory, Alternate

TOWN OF YOUNTVILLE

Margie Mohler, Chair * Hillery Bolt Trippe, Alternate

Steve Lederer, Manager * Alice Ramirez, Secretary/Clerk

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

BOARD OF DIRECTORS SPECIAL MEETING

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** [24-1757](#)
REQUESTED ACTION: Approval of the June 24, 2024 regular meeting minutes.

Attachments: [Minutes \(June 24, 2024\)](#)

- B. BOARD MEETING DATES - 2025** [24-1811](#)
REQUESTED ACTION: Approval and Adoption by the Board of the proposed meeting schedule for calendar year 2025.

Attachments: [2025 UVWMA Calendar-DRAFT](#)

- C. MEMORANDUM OF UNDERSTANDING (MOU) FOR FOOD RECOVERY INSPECTIONS** [24-1815](#)
REQUESTED ACTION: Approval and authorization for Agency Manager to sign a MOU for Napa County Planning, Building and Environmental Services, Solid Waste division, to conduct SB 1383 mandated food recovery Tier 1 and Tier 2 generator inspections for Upper Valley Waste Management Agency (UVWMA).

Attachments: [Napa County and Upper Valley Waste Management Agency Food Recovery Inspections MOU](#)

6. ADMINISTRATIVE ITEMS

- A. CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT DISCUSSION AND POSSIBLE ACTION:** [24-1761](#)
Staff to provide an update on the status of activities relevant to the Act.

Attachments: [Calistoga Hazardous Waste Event 2024](#)
[Countywide DEA Collection Event 2024](#)

7. FRANCHISES' BUSINESS ITEMS

- A. FRANCHISES' STATUS** [24-1760](#)
DISCUSSION AND POSSIBLE ACTION: Agency Manager and Company to provide an update concerning the implementation of franchises' activities.
Attachments: [Clover Flat LF Closure.pptx](#)
- B. WASTE MANAGEMENT COMPANIES' ISSUES** [24-1762](#)
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** [24-1763](#)
DISCUSSION AND POSSIBLE ACTION: Manager to provide an update on the status of current activities.
Attachments: [Financials](#)
[Public Comment - Ryan, Theresa Letter - 07.31.24](#)
[Public Comment - Konte, Kim Letter - 08.06.24](#)
[Public Comment - Wheaton Anne Email - 08.13.24](#)
[Public Comment - Wheaton Anne Letter - 08.13.24](#)
[Public Comment - Damery Patricia Email and Response - 08.14.24](#)

- B. REPORTS FROM JURISDICTIONS** [24-1764](#)
DISCUSSION ITEM: Reports by the member jurisdictions of current information relevant to the Agency:

Napa County

Calistoga

St. Helena

Yountville

- C. FUTURE AGENDA ITEMS** [24-1765](#)
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, December 16, 2024 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.countyofnapa.org
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1757

Agenda Date: 10/21/2024

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 June 24, 2024 regular meeting minutes.

BACKGROUND

Staff recommends approval of the June 24, 2024 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 JUNE 24, 2024
REGULAR MEETING OF THE BOARD OF DIRECTORS

1. CALL TO ORDER

The Upper Valley Waste Management Agency met in regular session on Monday, June 24, 2024, at 1:30 p.m. at the Yountville Town Council Chambers. Chair Mohler called the meeting to order at 1:29 p.m.

2. ROLL CALL

The following members were present: Chair Mohler, Member Cooper, Member Pedroza, Vice Chair Cottrell and new board member Kenealy.

Chair Mohler asked Board Members and Staff to introduce themselves for the benefit of the new board member.

3. PLEDGE OF ALLEGIANCE

New board member from City of St. Helena, Patrick Kenealy, led 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.

Sandy Thompson, St. Helena resident commented on concerns regarding transparency of this board and made four suggestions.

1. Hold more Board meetings, even if there is no pressing business before the Board.
2. Publish meeting minutes in an obvious place on the website.
3. More access for the public by posting electronic recordings of the meeting. All this to build public confidence and that this board is open and interested in public feedback.
4. Inquired as to the permitting process for the UVDS recycling facility.

Sandy Thompson also provided a handout that was uploaded to the agenda website for public access.

Geoff Ellsworth emailed a public comment that was uploaded to the agenda website for public access. Agency Manager read questions that Mr. Ellsworth asked.

1. Is Waste Connections planning to stop land filling at Clover Flat Land and will there be a transition to being a transfer station?
2. Did UVDS/White Hall Lane receive a negative declaration for CEQA for their transfer station permit?
3. Will there be additional opportunities to address CEQA concerns regarding the White Hall Lane transfer station permit, particularly related to wastewater containment?

Member Pedroza asked for additional information on how the minutes are posted to the website. The Agency Manager noted that the Board might be interested in agendizing the first question at some point in the future, but that questions 2 and 3 were not in the jurisdiction of this agency.

5. CONSENT ITEMS

A. APPROVAL OF MINUTES

REQUESTED ACTION: Approval of the February 05, 2024, special meeting minutes.

Staff requested approval of the February 05, 2024, special meeting minutes.

B. INSURANCE

DISCUSSION AND REQUESTED ACTION: Approval and acceptance of the Agency's proposed insurance coverage.

C. ANNUAL FINANCIAL AUDIT

REQUESTED ACTION: Approval and Acceptance of the Authority's annual June 30, 2023 financial audit.

D. AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION

DISCUSSION AND REQUESTED ACTION: Upper Valley Waste Management Agency Manager requests approval of and authorization for the Board Chair sign a three-year agreement with Clean Earth Environmental Solutions, Inc. for the mobilization to conduct and collection and disposal of household hazardous waste at temporary events requested by the Agency. The compensation to the contractor shall not exceed \$70,000 per fiscal year.

E. FY 22/23 Clover Flat Landfill Invoices

REQUESTED ACTION: Approval and Authorization to pay FY 22/23 invoices from Clover Flat Landfill with FY 23/24 budget.

Approved Consent Calendar items 5A, 5B, 5C, 5D & 5E: AP, SC, AnneC, MM, PK

6. ADMINISTRATIVE ITEMS

A. PUBLIC HEARING: APPROVAL OF THE 2023/2024 FISCAL YEAR BUDGET

REQUESTED ACTION: Staff requests approval and adoption of Agency Resolution No. 24-01 adopting the proposed final budget for fiscal year 2024/2025.

Agency Manager, Steve Lederer, summarized the staff report and provided an explanation on the proposed budget along with fund balance, grant money funds, funds available for jurisdictions program reimbursement, and explained the reason for the unbalanced budget.

Chair Mohler added a little history on the extra funds available due to fire debris that the jurisdictions can use and put back into their communities.

Member Pedroza added before making a motion of approval he wanted to note, he typically does not approve budgets that are not balanced but due to these grants and reinvesting in the community with the surplus he will make the motion to approve.

Chair Mohler asks if these grants are available annually or per fiscal year. Budget is annual but these grants can be used at any time, per year.

No public comment.

Approved Administrative item 6A: AP, AnneC, MM, PK, SC

B. PUBLIC HEARING: UPPER VALLEY DISPOSAL SERVICE RATES

REQUESTED ACTION: Staff requests approval and authorization for the Chair to sign Agency Resolution #24-02 setting rates for services by Upper Valley Disposal Service.

Agency Manager, Steve Lederer, summarized the staff report and noted rates set are only for UVDS not Clover Flat as we used to set both in the past.

Vice Chair Cottrell would like to know the history on these rates. How does this new rate compare to other jurisdictions?

Agency Manager, Steve Lederer provided additional information.

No public comment.

Approved Administrative item 6B: AP, PK, AnneC, MM, SC

C. CALIFORNIA INTERGRATED WASTE MANAGEMENT ACT

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

Agency’s staff, Amanda Griffis, summarized staff report and highlighted some sections of the agenda report. Played a 30 second commercial about composting.

Chair Mohler wants to know more about the inspections and the enforcement process and is glad there is a lot of public education.

Member Kenealy suggests from his previous work location that having visual aids on the bins in various heavily traffic areas is very helpful. This will help demonstrate the differences between the bins.

Agency’s staff, Amanda Griffis, added that SB 1383 is supposed to require trash, recycle, and compost bins, by the year 2036 to be the same color in the whole state.

Vice Chair Cottrell suggests local partnerships to increase the message.

Member Pedroza asks for more information on the collecting of local compost and selling of the compost to the public. Consider the board possibly incentivizing the distribution. Suggests working directly with Ag companies that buy the compost.

Member Cooper asked if decals can be placed on the bins to help everyone when tossing their items. No action taken.

7. FRANCHISES' BUSINESS ITEMS

A. Franchises' Status

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

Companies’ Lexi Mangola, reported on the Quarterly report (attached) and status of the current outreach and education activities.

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.

Nothing to report.

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 Manager, Steve Lederer summarized staff report.

B. Reports from Jurisdictions

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

- i. Napa County: Nothing to report.
- ii. Calistoga: Working on the mandatory commercial service ordinance. Agency Manager requested to see final version for Agency Counsel approval before Calistoga City Council took any action.
- iii. St. Helena: Hoping to work with the Company truck drivers so they can report needed weed abatement issues.
- iii. Yountville: Acknowledge a commercial account now noted as a “Best Performing” account. Agency staff, Amanda Griffis added this was due to a prior non-compliant courtesy letter from Code Compliance that helped turn things around.

C. Future Agenda Items

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

None

9. ADJOURNMENT

Meeting was adjourned at 2:30 p.m. The next regularly scheduled meeting of the Agency Board of Directors will be held on Monday, August 19, 2024, at 1:30p.m. in the Yountville Town 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: AP = Alfredo Pedroza; AnnaC = Anna Chouteau; AnneC = Anne Cottrell; HBT = Hillery Bolt Trippe; IL-O = Irais Lopez-Ortega;

MM = Margie Mohler; PK = Patrick Kenealy; RG = Ryan Gregory; 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
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Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1811

Agenda Date: 10/21/2024

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

RECOMMENDATION

BOARD MEETING DATES - 2025
REQUESTED ACTION: Approval and Adoption by the Board of the proposed meeting schedule for calendar year 2025.

BACKGROUND

Staff recommends approval of the proposed meeting schedule for calendar year 2025. *Draft 2025 calendar 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.



2025 BOARD OF DIRECTORS REGULAR MEETINGS CALENDAR

Location: Yountville Town Council Chambers
Yountville Town Hall
6550 Yount Street, Yountville, CA 94599

All meetings will be held in Yountville or as noticed.

Alternative Locations: UVDS/White Hall Lane Recycling Facility
1673 St. Helena Hwy, St. Helena, CA 94574

St. Helena City Council Chambers
1088 College Avenue, St. Helena, CA 94574

Calistoga City Council Chambers
Calistoga Community Center
1307 Washington Street, Calistoga, CA 94515

Time: In general, Third Mondays of the month at 1:30 p.m.
February's meeting will be on a different Monday due to the holiday, June's meeting will be the fourth Monday due to the County's budget hearings and October's meeting may commence at 12:30, as noticed.

Dates: **Monday, February 10, 2025**

Monday, April 21, 2025

Monday, June 23, 2025

Monday, August 18, 2025

Monday, October 20, 2025- On site at UVDS/Whitehall Lane Recycling

Monday, December 15, 2025



Napa County

Board Agenda Letter

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Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1815

Agenda Date: 10/21/2024

TO: Board of Directors
FROM: Amanda Griffis, Supervising Environmental Resource Specialist
REPORT BY: Amanda Griffis, Supervising Environmental Resource Specialist
SUBJECT: Memorandum of Understanding for Food Recovery Inspections

RECOMMENDATION

MEMORANDUM OF UNDERSTANDING (MOU) FOR FOOD RECOVERY INSPECTIONS

REQUESTED ACTION: Approval and authorization for Agency Manager to sign a MOU for Napa County Planning, Building and Environmental Services, Solid Waste division, to conduct SB 1383 mandated food recovery Tier 1 and Tier 2 generator inspections for Upper Valley Waste Management Agency (UVWMA).

BACKGROUND

SB 1383 requires jurisdictions to monitor Tier 1 and Tier 2 commercial edible food generators, who are required by SB 1383 to donate rather than throw out excess edible food. Jurisdictions are required to monitor those generator’s compliance with SB 1383’s food recovery requirements and jurisdictions must have an inspection program that verifies: edible food recovery contracts and written agreements, recordkeeping, and that the generator is donating the maximum amount of edible food they would otherwise dispose.

PBES Solid Waste division staff are conducting other inspections at these facilities as part of their regular work scope and this division is willing to conduct food recovery inspections. UVWMA will be charged a per inspection fee that will range from \$150-\$200 depending on Napa County’s current fee schedule. There are 7 Tier 1 donors and 13 Tier 2 donors in UVWMA, however this number will likely fluctuate annually. UVWMA staff estimate a maximum cost of \$4,000 per year. Jurisdictions are not required to inspect all generators every year, but jurisdictions are required to conduct sufficient inspections to adequately determine overall compliance.

A copy of the MOU is attached - Napa County and Upper Valley Waste Management Agency Food Recovery Inspections MOU.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	It is not currently budgeted
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	UVWMA staff are currently focused on SB 1383 composting compliance and do not have the capacity for food recovery inspections.
Is the general fund affected?	No
Future fiscal impact:	Inspections will occur annually, costs will continue annually.
Consequences if not approved:	UVWMA will complete required food recovery inspections, taking focus away from implementing other SB 1383 mandates.
Additional Information	Sufficient funds exist within the appropriated UVA budget to cover these costs.

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.

CONTRACT FOR SERVICES
NAPA COUNTY DEPARTMENT OF PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

DESCRIPTION: Edible Food Generator Inspection Services
CONTRACT NO. [REDACTED]
BEGINS: [REDACTED], 2024
ADMINISTERING AGENCY: Planning, Building, and Environmental Services

This is an Agreement made and operative as of the [REDACTED] day of [REDACTED], 2024, between the COUNTY OF NAPA, through its Planning, Building, and Environmental Services Department, hereinafter referred to as "COUNTY", and the UPPER VALLEY WASTE MANAGEMENT AGENCY, hereinafter referred to as "UVMWA", both parties being political subdivisions of the State of California.

RECITALS

WHEREAS, UVMWA is a joint exercise of powers authority organized and operating under California Government Code section 6500 et seq. (the "Joint Exercise of Powers Act") and a separate and distinct public entity from its member agencies which include the County of Napa, the City of Calistoga, the City of St. Helena, and the Town of Yountville (the member agencies are collectively referred to herein as "Members" and individually as "Member");

WHEREAS, on November 16, 2021, the City of Calistoga and UVMWA entered that certain Memorandum of Understanding Between the City of Calistoga and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under Senate Bill 1383 ("SB 1383") from the City of Calistoga to UVMWA ("Calistoga MOU"); and

WHEREAS, on November 16, 2021, the Town of Yountville and UVMWA entered that certain Memorandum of Understanding Between the Town of Yountville and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from the Town of Yountville to UVMWA ("Yountville MOU"); and

WHEREAS, on December 14, 2021, the City of St. Helena and UVMWA entered that certain Memorandum of Understanding Between the City of St. Helena and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from the City of St. Helena to UVMWA ("St. Helena MOU"); and

WHEREAS, on December 20, 2021, Napa County and UVMWA entered that certain Memorandum of Understanding Between Napa County and the Upper Valley Waste Management Agency Regarding Implementation of SB 1383, which, among other things, transferred the responsibility for inspections of Tier I and Tier II commercial edible food generators under SB 1383 from Napa County to UVMWA ("Napa County MOU"); and

WHEREAS, under the Calistoga MOU, Yountville MOU, St. Helena MOU, and Napa County MOU, UVMWA has the authority and is required to implement the requirements of SB 1383 as adopted in regulatory text Code California Code of Regulations Title 14, Division 7, Chapter 3 to reduce organic waste, including edible food, from disposal in landfills, and

WHEREAS, COUNTY has the responsibility and expertise to provide to consumers food that is safe, unadulterated, and honestly presented through the adoption of science-based standards in

accordance with statewide health and sanitation standards, regulations, and laws in accordance with the California Retail Food Code, and

WHEREAS, COUNTY is specially trained, experienced, and competent to perform inspections of edible food generators as defined in SB 1383 and UVWMA has determined to rely on such representations, and

WHEREAS, UVWMA has determined that it is beneficial for COUNTY to provide specified inspection services of edible food generators as defined in SB 1383 through the Environmental Health Division of the Napa County Planning, Building, and Environmental Services Department, and COUNTY has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES:** UVWMA agrees to coordinate with COUNTY and hereby delegates authority to COUNTY to provide UVWMA with services, as set forth in Exhibit A, titled Scope of Services, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties.
3. **PAYMENT:** COUNTY may collect fees from UVWMA or directly from facilities identified by UVWMA as subject to SB1383 requirements. For fees incurred that have not been directly paid from facilities, UVWMA will pay to COUNTY as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit B, titled Payment Provisions, attached hereto. The payments specified in Exhibit B shall be the only payments made to COUNTY for services rendered pursuant to this Agreement.
4. **INVOICES:**
 - 4.1. COUNTY will provide invoices to UVWMA on a monthly basis, within 30 days of the close of each calendar month. UVWMA will review, approve, and pay all valid invoices within 30 days of receipt.
 - 4.2. Invoices for payment will be submitted to the following address, will be on COUNTY letterhead and will include the contract number, the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice:

UVWMA'S INVOICING ADDRESS
Attn: Agency Manager
Upper Valley Waste Management Agency
1195 Third Street, Suite 101
Napa, CA 94559

5. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits

such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, Exhibit C, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from [REDACTED], 2024 until terminated by either party.

7. **TERMINATION:**

7.1. UVWMA and COUNTY have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other party. If the UVWMA gives notice of termination for cause, COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

7.2. In the event UVWMA terminates this Agreement, COUNTY shall be paid for all work performed according to the COUNTY's then-applicable and published fee schedule.

8. **RECORDS:**

8.1. If Agreement is state or federally funded, COUNTY will be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (California Government Code, Section 8546.7).

9. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See Exhibit C, attached hereto, for insurance requirements and indemnification obligations for this Agreement. The insurance requirements and indemnification obligations are material provisions to this Agreement.

10. **CONFIDENTIALITY of RECORDS and INFORMATION:** COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State, and local laws, regulations, and rules. COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify UVWMA of any discovered instances of breaches of confidentiality. COUNTY will ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to COUNTY with respect to such information.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows:

If to COUNTY: Brian Bordona, Director PBES
 1195 Third St, Suite 210
 Napa, CA 94559

If to UVWMA: Agency Manager
 Upper Valley Waste Management Agency
 1195 Third Street. Suite 101
 Napa, CA 94559

Changes in contact person or address information shall be made by notice, in writing, to the other party.

12. **NONDISCRIMINATION:** During the performance of this Agreement, UVWMA and COUNTY shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex,

sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

13. **ASSIGNMENT:** COUNTY shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of UVWMA. The terms of this Agreement shall also apply to any subcontractor(s) of COUNTY.
14. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement between UVWMA and COUNTY. This Agreement shall not restrict UVWMA and COUNTY from entering into similar, equal or like goods and/or services with other entities or sources.
15. **TIME OF PERFORMANCE:** COUNTY agrees to complete all work and services in a timely fashion.
16. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and UVWMA with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
17. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Napa, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Superior Court of California for the County of Napa.
18. **SIGNATURES:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

UPPER VALLEY WASTE MANAGEMENT AGENCY (“UVWMA”)

COUNTY OF NAPA (“COUNTY”)

Signature

Steven Lederer, Upper Valley Waste Management Agency Manger

Date: _____

Brian Bordona, Director,
Department of Planning, Building, and
Environmental Services

Date: _____

Approved as to Form
Office of UVWMA Attorney

Mackenzie Anderson
Signature

Mackenzie D. Anderson
Print Name

Date: July 1, 2024

Approved as to Form
Office of Napa County Counsel

By: Douglas Parker (via e-sign)

Date: June 4, 2024

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:


UPPER VALLEY WASTE MANAGEMENT AGENCY ("UVWMA")

COUNTY OF NAPA ("COUNTY")

Signature

Steven Lederer, Upper Valley Waste Management Agency Manger


Date: _____



Brian Bordona, Director,
Department of Planning, Building, and Environmental Services

Date: August 29, 2024

Approved as to Form
Office of UVWMA Attorney



Signature

Mackenzie D. Anderson

Print Name

Date: July 1, 2024

Approved as to Form
Office of Napa County Counsel

By: Douglas Parker (via e-sign)

Date: June 4, 2024

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements

SCOPE OF SERVICES

1. DESCRIPTION OF SERVICES:

- 1.1. As used in this Exhibit A, Tier I Commercial Edible Food Generators shall have the same meaning as in 14 Cal. Code of Reg. §1899(a)(73), and Tier II Commercial Edible Food Generators shall have the same meaning as in 14 Cal. Code of Reg. §18982(a)(74).
- 1.2. COUNTY shall perform services within the jurisdiction of UVWMA. UVWMA herein designates the COUNTY, and the COUNTY herein agrees to conduct annual inspections of Tier I and Tier II Commercial Edible Food Generators, as required in the SB 1383 Regulations (14 Cal. Code of Reg. §§ 18981.1, et seq.) on behalf of UVWMA for purposes set forth in this Agreement. Such annual inspections shall include confirming that both Tier I and Tier II Commercial Edible Food Generators are complying with the requirements of Section 18991.3 and maintaining records as required by Section 18991.4.
- 1.3. UVWMA may request COUNTY to perform services within the jurisdiction of UVWMA as to food recovery organizations and food recovery services. If such request is made by UVWMA, UVWMA herein designates the COUNTY, and the COUNTY herein agrees to conduct SB 1383-related inspections of food recovery organizations and food recovery services on behalf of UVWMA.
- 1.4. UVWMA will provide annually (each July 1st) a list of Tier I and Tier II Commercial Edible Food Generators located within the jurisdiction to the COUNTY to be inspected by the COUNTY.
- 1.5. COUNTY agrees to provide UVWMA with accurate documentation and reports, compliant with SB 1383, regarding inspection services provided by COUNTY, which shall include, but is not limited to, an electronic copy of each inspection report to UVWMA upon the conclusion of each inspection, and a list of Tier I and Tier II Commercial Edible Food Generators not in compliance with the requirements of Commercial Edible Food Generators as described in 14 Cal. Code of Reg. § 18991.3.
- 1.6. If a member agency of UVWMA issues a notice of violation to a Tier I or Tier II Commercial Edible Food Generator, COUNTY shall perform follow up inspections in consultation with the UVWMA member agency.
- 1.7. COUNTY may collect fees from facilities identified by UVWMA as subject to SB 1383 requirements to recover cost of providing services and shall retain all such fees. UVWMA is responsible for paying fees not submitted by such facilities.
- 1.8. If UVWMA requires additional services outside of this Agreement, a separate agreement for those services will be established.

PAYMENT PROVISIONS

This is a fee for services contract. COUNTY will be paid for inspection services at the then-applicable and published rates listed on the COUNTY Fee Schedule. All rates are per inspection. This payment amount shall be inclusive of all COUNTY costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as identified as “additional services,” below.

Additional services, including, but not limited to, annual reporting, follow-up inspections, correspondences, program development, etc., will be paid at an hourly rate listed on the COUNTY Fee Schedule.

COUNTY may collect fees from UVWMA or directly from facilities identified by UVWMA as subject to SB1383 requirements. UVWMA is responsible to paying COUNTY for fees it is unable to collect from facilities.

INSURANCE AND INDEMNITY REQUIREMENTS

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

UVWMA hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or Agreement. UVMMA agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the UVMMA. UVMMA also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against UVMMA or the COUNTY or to enlarge in any way the UVMMA'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from UVMMA'S performance pursuant to this contract or Agreement.

COUNTY hereby agrees to protect, defend, indemnify, and hold the UVMMA free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the UVMMA arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the UVMMA) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or Agreement. COUNTY agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the COUNTY. COUNTY also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against COUNTY or the UVMMA or to enlarge in any way COUNTY'S liability but is intended solely to provide for indemnification of the UVMMA from liability for damages or injuries to third persons or property arising from COUNTY'S performance pursuant to this contract or Agreement.

As used above, the term COUNTY means Napa County or its officers, agents, employees, and volunteers. As used above, the term UVMMA means the Upper Valley Waste Management Agency and its member agencies, and their officers, agents, employees, and volunteers.

2. **INSURANCE:**

UVWMA shall file with COUNTY and COUNTY shall file with UVMMA concurrently herewith a Certificate of Insurance, with a Best's Rating of no less than A-:VII, showing compliance with Sections 3 through 8 of this Exhibit C. A party's evidence of self-insured status shall meet these requirements.

3. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit

for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to a party's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

The UVWMA's Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Napa".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the UVWMA.

UVWMA shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

The COUNTY's Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the UVWMA".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the UVWMA, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the COUNTY.

COUNTY shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the UVWMA upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the parties, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by the parties in this Agreement.

B. One of the following forms is required:

(1) Comprehensive General Liability;

(2) Commercial General Liability (Occurrence); or

- (3) Commercial General Liability (Claims Made).
- C. If a party carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If a party carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- A party shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of the other party, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by the parties shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the other party as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each UVWMA Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Napa, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the UVWMA, including any excess liability or umbrella form coverage, is primary coverage to the County of Napa with respect to any insurance or self-insurance programs maintained by the County of Napa and no insurance held or owned by the County of Napa shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Napa."

Each COUNTY Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The UVWMA, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the COUNTY, including any excess liability or umbrella form coverage, is primary coverage to the UVWMA with respect to any insurance or self-insurance programs maintained by the UVWMA and no insurance held or owned by the UVWMA shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the UVWMA."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the insured party and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The insuring party shall be responsible for all deductibles in all of the insuring party's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

The Insuring Party's Obligations - the insuring party's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - the insuring party shall furnish the insured party with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the

insured party before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the insuring party's obligation to provide them. The insured party reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the insuring party to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.



Napa County

Board Agenda Letter

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

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1761

Agenda Date: 10/21/2024

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 - The fall hazardous waste (HW) collection event is scheduled for November 1 1:00pm - 4:00pm (business) and November 2 8:00am - 1:00pm (residential). The event will be held at the Calistoga Fairgrounds. UVWMA’s HW collections contractor, Clean Earth, will collect and dispose of HW materials collected. Business will schedule appointments and pay disposal costs for their materials; residents are not charged a fee and are not required to schedule appointments.

Electronic waste will be collected by Upper Valley Disposal & Recycling (UVD&R) and document shredding will be provided by a third-party vendor during the hazardous waste event. The electronic waste collection and document shredding are one of the three times per year events provided by UVD&R per the franchise agreement. The electronic waste collection and document shredding will be for residents only, not businesses. The max per drop off for hazardous waste remains unchanged as it is due to state law, 15 gallons or 125 pounds per vehicle. The maximum drop off for document shredding will be five banker boxes. There will be three stops at the event - hazardous waste, electronic waste and document shredding.

A copy of both the business and residential event flyers are included as Attachment A - Calistoga Hazardous Waste Event.

SHARPS AND MEDICATIONS DISPOSAL - SB 212 requires pharmaceutical companies to pay for a statewide medication and sharps take back program. SB 212 was approved by the Office of Administrative Law on January 7, 2021. The regulations were effective immediately. Manufacturers are required 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 will be 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 can be found online at: <https://calrecycle.ca.gov/epr/pharmasharps/>

In addition to the above mentioned stewardship programs, up-valley residents may drop-off sharps at Ole Health offices at 1222 Pine St. Suite A, in St. Helena or 911 Washington St. in Calistoga during regular business hours. 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.

The DEA National Prescription Drug Take Back day is October 26 10:00am - 2:00pm. UVWMA staff are coordinating with law enforcement and other jurisdictions in Napa County for Countywide participation in the event. Yountville Sheriff Department, St Helena Police Department and Calistoga Police Department will host collection sites. Sharps will be collected in addition to unused or unwanted medications. Sharps must be dropped off in puncture resistant containers, individual 1 quart puncture resistant containers will be provided to collection sites in case the public brings in loose sharps or sharps in a non-puncture resistant container. Napa County Sheriff Department in conjunction with up valley law enforcement will coordinate the medication collections portion of the event. UVWMA will be contracting with a sharps disposal company to provide drop off of 43gal sharps disposal containers, pick up and disposal of the collected sharps. Due to SB 212, the sharps industry will reimburse UVWMA for these costs. A countywide flyer is included as Attachment B - Countywide DEA Collection Event 2024.

BEVERAGE CONTAINER RECYCLING PROGRAM - UVWMA applies as a regional agency for payments that CalRecycle issues for beverage container recycling programs. Staff uses 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, recycling at public and private events, and related publicity and education. UVWMA are preparing to submit an application for the "FY 2024-25" funding cycle, applications are due November 19. Funds can be expended between early 2025 (after award) and January 5, 2027.

CALRECYCLE - UVWMA staff have completed an application for the second cycle of CalRecycle's SB 1383 Local Assistance Grant Program. UVWMA was approved for the funding, the check for \$300,000 has been received and UVWMA's proposed plan for use of the funding has been approved by CalRecycle. Funds will be

used for: organics capacity planning, multifamily outreach and onboarding, interior compost bins for the business assistance program and organics product (compost) procurement. Funds can be used between award date (February 2024) and April 2026.

UVWMA staff are completing expenditures with the first cycle of CalRecycle's SB 1383 Local Assistance Grant Program funding, total award was \$95,370 and the grant closes on November 1, 2024. Remaining grant funding will be used to purchase compost that is distributed to the public for free and meets SB 1383 organic product procurement requirements.

UVWMA staff completed and submitted the Electronic Annual Report in August 2024 and the Form 303 report in September 2024.

SB 1383 requires counties to assess, in collaboration with local cities and waste agencies, the amount of organics processing facility capacity and food recovery capacity available to jurisdictions within the county. Napa County submitted to the state a report on the status of each community's verifiably available facility capacity for the period January 1, 2025 - December 31, 2034, after consultation with UUVWMA staff. It was determined that UUVWMA does not have enough capacity at the UVD&R MRF on Whitehall Lane for organics processing through the end of 2034. UUVWMA discussed this with UVD&R staff, and it was determined UUVWMA can use capacity for processing organics that is available at Waste Connections owned Quackenbush facility as well. There is enough capacity that is verifiably available to UUVWMA between the UVD&R MRF on Whitehall Lane and the Quackenbush facility. Biosolids are a separate issue, and some UUVWMA member jurisdictions are not currently diverting biosolids from the landfill and are required to submit an implementation schedule to CalRecycle, explaining how biosolids will be diverted from the landfill by the end of the reporting period. Lastly, Napa County identified a need for new or expanded edible food recovery capacity in every jurisdiction in Napa County. Food recovery capacity does not adhere to jurisdictional boundaries and food recovery capacity expansion will require a collaborative effort between all jurisdictions in Napa County.

BUSINESS ASSISTANCE PROGRAM - UUVWMA and UVD&R offer free assistance to any business requesting help in improving waste version, it is also available to any business working to become complaint 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, UVD&R 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 ongoing support. Businesses may request assistance by calling UVD&R at 707-963-7988 or emailing UUVWMA at upvalleyrecycles@countyofnapa.org.

SB 1383 IMPLEMENTATION - UUVWMA and UVD&R continue work together to reach out individually via phone, email and site visit to non-compliant accounts to provide education and assistance with meeting organics recycling requirements. Napa County, who provides staffing to UUVWMA, is in the final stages of recruitment for an Environmental Resource Assistant (ERA). The ERA will focus heavily on businesses who are not currently compliant with SB 1383 organics diversion mandates up valley. This includes commercial outreach, technical assistance and onboarding as well as increased residential outreach at community events.

Jurisdictions are required to enforce upon non complaint entities. UVWMA staff keep records of outreach efforts, allowing for referral of non-compliant entities to code compliance when necessary. UVWMA is required to keep records of enforcement actions taken by jurisdiction code compliance staff for annual reporting to CalRecycle.

UVWMA continues to collaborate with Napa County and City of Napa on countywide food recovery efforts, with Napa County taking the lead. UVWMA staff are working with Napa County on a MOU to conduct SB 1383 required Tier 1 and Tier 2 inspections that are required by SB 1383.

UVWMA staff collaborated with Napa County and City of Napa to release funding to expand edible food recovery capacity. A Notice of Funds Available (NOFA) was created and released on April 22, the application period closed, and submissions were due May 17. Two applications were received totaling \$134,986, which is \$44,986 more funding than was available. Napa County, City of Napa and Upper Valley Waste Management Agency staff thoughtfully reviewed and scored the applications, with the goal of recommending projects that most effectively and transparently expanded capacity for edible food recovery. To stay within the available budget, staff recommend, and the Napa County Board of Supervisors approved the following awards in July:

1. \$50,000 of the requested \$50,000 to Feeding it Forward to install refrigeration in their new van, which will support their ability to recover and distribute excess edible food, prioritizing Tier 2 generators.
2. \$40,000 of the requested \$84,986 to Community Action Napa Valley for the purchase of a new refrigerated box truck to expand their ability to rescue excess edible food from Tier 1 generators.

UVWMA and Napa County staff are in the process of finalizing agreements with Feeding it Forward and Community Action Napa Valley.

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 were completed along residential routes in June and July. Commercial route reviews will be conducted throughout the rest of the calendar year. A total of 30 commercial accounts will be inspected in the categories of winery, restaurant, school, lodging and medical. UVWMA and UVD&R have completed 20 inspections and the remaining 10 will be completed by the end of the calendar year. A summary of findings for both the commercial and residential reviews will be provided at a future meeting.

UVWMA plans to procure organic products (compost) on behalf of member jurisdictions to meet 2024 targets. SB 1383 local assistance grant funding will be used to pay for compost purchases. The total target for 2024, which is 65% of the actual target per the SB 1383 regulations, is 2,822 cubic yards or 1,130 tons. UVWMA staff do not anticipate any challenges in meeting these targets.

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.

Up Valley Family Center was approved for a reimbursement for zero waste event supplies in August 2024, for their annual Back to School Night in Calistoga. The reimbursement was for compost and recycle carts from Upper Valley Disposal & Recycling, as well as waste sorting stations. Estimated event attendance was over 1,000 and the diversion rate was 94% (up from last years 86%).

HOME COMPOSTING WORKSHOPS - Workshop co-sponsors, UVWMA, Napa County, City of Napa, and Napa County Master Gardeners are working to schedule countywide 2025 workshop dates. The up-valley workshop for 2025 has been scheduled for May 18, 2025, at the up valley campus. This early scheduling will allow for extra promotion of the event in the Up Valley College spring schedule. The up-valley compost workshop will be a dual workshop again, where attendees choose to either learn about backyard composting or worm composting.

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.

HOUSEHOLD HAZARDOUS AND ELECTRONIC WASTE COLLECTION EVENT

Paper shredding (5 banker box max) will be available during this event!

WHEN SATURDAY, NOVEMBER 2, 2024 8:00AM - 1:00PM

WHERE CALISTOGA FAIRGROUNDS 1435 N. OAK ST., CALISTOGA **NO APPOINTMENT REQUIRED!**

THE FOLLOWING MATERIALS ARE ACCEPTED AT THIS EVENT:

HAZARDOUS WASTE

- AEROSOLS
- ALL PURPOSE CLEANERS
- ANTIFREEZE
- AUTO BATTERIES
- AUTO FLUIDS
- COMMON BATTERIES (AA, AAA, C, D, BUTTON, LITHIUM ETC.)
- DISINFECTANTS
- FLUORESCENT LIGHT BULBS
- GASOLINE (W/CONTAINER)
- LATEX / OIL-BASED PAINT
- LIGHTER FLUID
- MERCURY CONTAINING ITEMS (THERMOMETERS, THERMOSTATS, ETC.)
- NEEDLES AND LANCETS (IN PUNCTURE RESISTANT CONTAINERS)
- PESTICIDES
- POOL CHEMICALS
- PROPANE TANKS (UP TO 5 GAL.)
- SOLVENTS
- UNWANTED MEDICATIONS (NO CONTROLLED SUBSTANCES)
- USED OIL/OIL FILTERS

ELECTRONIC WASTE

- CELLULAR & CORDLESS PHONES
- CENTRAL PROCESSING UNITS (CPUS)
- COMPUTER/T.V. MONITORS
- FAX MACHINES
- MISC. COMPUTER COMPONENTS
- PRINTERS AND SCANNERS
- STEREO EQUIPMENT
- VCRS AND DVD PLAYERS



NO EXPLOSIVES, AMMUNITION OR RADIOACTIVE MATERIALS
NO BUSINESS WASTE

Open to residential customers of Upper Valley Disposal & Recycling or Clover Flat Landfill
Limit per vehicle: 15 gallons or 125 lbs

EVENTO DE RECOLECCIÓN DE DESECHOS PELIGROSOS DEL HOGARES Y DE ELECTRONICOS

LA TRITURACIÓN DE PAPEL (5 CAJAS BANCARIAS MÁXIMO) ESTARÁN DISPONIBLES DURANTE ESTE EVENTO!

CUANDO SÁBADO, 2 DE NOV, 2024 8:00AM - 1:00PM

DÓNDE CALISTOGA FAIRGROUNDS
1435 N. OAK ST., CALISTOGA

*¡NO CITA
REQUERIDA!*

LOS SIGUIENTES MATERIALES SERAN ACEPTADOS EN ESTE EVENTO

DESECHOS PELIGROSOS

- ACEITE Y FILTROS DE MOTOR
- AEROSOL
- AGUJAS Y LANCETAS MÉDICAS (EN RECIPIENTES RESISTENTE A PERFORACIÓN)
- ANTICONGELANTE
- ARTÍCULOS CONTENIENDO MERCURIO (TERMÓMETROS, TERMOSTATOS, ETC.)
- BATERIAS (PILAS) COMUNES (COMO LAS AA, AAA, C, D Y LITIO)
- BATERIAS DE AUTOS
- DESINFECTANTES
- FOCOS/BOMBILLAS FLUORESCENTES
- GASOLINA (CON BOTE)
- INSECTICIDAS
- LIMPIADORES
- LÍQUIDO DE ENCENDEDOR
- LÍQUIDOS PARA AUTOS
- MEDICAMENTOS (CON EXCEPCIÓN DE LAS SUSTANCIAS CONTROLADAS)
- PINTURAS Y TINTAS
- QUÍMICOS DE LA PISCINA
- SOLVENTES
- TANQUES DE PROPANO (HASTA 5 GALONES)



DESECHOS ELECTRONICOS

- COMPONENTES DE COMPUTADORA
- EQUIPO DE TOCADORES DE DVD, VHS Y ESTÉREOS
- IMPRESORES Y FAX
- MONITORES DE COMPUTADOR Y TELEVISIÓN
- REPRODUCTORES DE DVD
- TELÉFONOS CELULARES Y TELÉFONOS DE HOGAR SIN CABLE



**NO MUNICIONES, EXPLOSIVOS, O MATERIALES RADIOACTIVOS
NO DESECHOS DE NEGOCIOS**

Abierto a los clientes residenciales de Upper Valley Disposal & Recycling o Clover Flat Landfill

Maximo por vehiculo: 15 galones o 125 libras

¿PREGUNTAS? LLAME A LA AGENCIA UPPER VALLEY WASTE MANAGEMENT AL 707-253-4351 O CORREO ELECTRÓNICO
UPVALLEYRECYCLES@COUNTYOFNAPA.ORG

HAZARDOUS WASTE DISPOSAL EVENT FOR WINERIES, GROWERS, BUSINESSES, MUNICIPALITIES, SCHOOLS OR AGENCIES

WHEN FRIDAY, NOVEMBER 1, 2024
1:00PM - 4:00PM
APPOINTMENTS REQUIRED
CALL 707-259-8330 TO SCHEDULE

WHERE CALISTOGA FAIRGROUNDS
1435 N. OAK ST., CALISTOGA

For businesses that generate less than 27 gal or 220 lbs of hazardous waste per month
Businesses are charged a fee for this disposal service



QUESTIONS? CALL UPPER VALLEY WASTE MANAGEMENT AGENCY
707-259-8330 OR EMAIL UPVALLEYRECYCLES@COUNTYOFNAPA.ORG

EVENTO DE ELIMINACIÓN DE RESIDUOS PELIGROSOS PARA BODEGAS, CULTIVADORES, NEGOCIOS, MUNICIPIOS, ESCUELAS O AGENCIAS

CUANDO

VIERNES, 1 DE NOV, 2024

1:00PM - 4:00PM

SOLO CON CITA

LLAME AL 707-253-4351

DÓNDE

CALISTOGA FAIRGROUNDS

1435 N. OAK ST., CALISTOGA

Para negocios que generan menos de 27 galones o 220 libras de desechos peligrosos por mes.

Negocios serán cobrados por este servicio.



¿PREGUNTAS? LLAME A LA AGENCIA UPPER VALLEY WASTE MANAGEMENT AL 707-253-4351

UNUSED MEDICATIONS & SHARPS COLLECTION EVENT

SATURDAY, OCTOBER 26, 2024

10:00AM - 2:00PM



KAISER PERMANENTE MEDICAL OFFICES

3285 CLAREMONT WAY • EAST PARKING LOT • NAPA

AMERICAN CANYON POLICE DEPARTMENT

911 DONALDSON WAY EAST • AMERICAN CANYON

NAPA SHERIFF'S OFFICE

1535 AIRPORT BLVD • BY NAPA COUNTY AIRPORT

CALISTOGA POLICE DEPARTMENT

1235 WASHINGTON STREET • CALISTOGA

ST HELENA POLICE DEPARTMENT

1088 COLLEGE AVE • ST. HELENA

YOUNTVILLE SHERIFF DEPARTMENT

1950 MULBERRY STREET • YOUNTVILLE

ALL HOUSEHOLD-GENERATED MEDICATIONS
(TABLETS, CAPSULES, INHALERS, AND LIQUIDS)
INCLUDING CONTROLLED SUBSTANCES ARE ACCEPTED



SHARPS MUST BE IN
PUNCTURE RESISTANT
CONTAINERS.

Sponsored by: Kaiser Permanente; Napa, Calistoga & St. Helena Police Dept.; City of Napa Recycling Division; DEA; Napa County Public Works; Napa County Sheriff; Napa Sanitation District; and UVWMA.

FOR LOCAL YEAR-ROUND INFORMATION: www.NapaRecycling.com

EVENTO DE RECOLECCIÓN DE MEDICAMENTOS Y JERINGAS SÁBADO 26 DE OCTUBRE, 2024 10:00AM - 2:00PM



KAISER PERMANENTE MEDICAL OFFICES

3285 CLAREMONT WAY • ESTACIONAMIENTO ESTE • NAPA

AMERICAN CANYON POLICE DEPARTMENT

911 DONALDSON WAY EAST • AMERICAN CANYON

NAPA SHERIFF'S OFFICE

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ST HELENA POLICE DEPARTMENT

1088 COLLEGE AVE • ST. HELENA

YOUNTVILLE SHERIFF DEPARTMENT

1950 MULBERRY STREET • YOUNTVILLE

TODO MEDICAMENTOS DEL HOGAR
(TABLETAS, CAPSULAS, INHALADORES Y LÍQUIDOS)
INCLUYENDO SUSTANCIAS CONTROLADAS SON ACEPTADO



OBJETOS CORTO-
PUNZANTES
DEBEN ESTAR
EN RECIPIENTES
RESISTENTES A
PERFORACIÓN.

Patrocinado por: Kaiser Permanente; Napa, Calistoga & St. Helena Police Dept.; City of Napa Recycling Division; DEA; Napa County Public Works; Napa County Sheriff; Napa Sanitation District; and UVWMA.

PARA OPCIONES LOCALES TODO EL AÑO: www.NapaRecycling.com



Napa County

Board Agenda Letter

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

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1760

Agenda Date: 10/21/2024

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

Presentations:

1. Carlos Ramirez will provide a presentation on new technology the Company is using to automatically sense when commercial bins are overloaded and to charge customer accounts accordingly.
2. Adam Gooderham will provide a presentation on the Clover Flat Landfill. Following its purchase of the landfill, Waste Connections has determined that it is very challenging to operate the landfill in a way that makes economic sense. They are looking at options that will make more sense financially, while still ensuring that waste collected from the UVA boundaries has a place to go, that our rate payers are not unduly impacted, and that we can remain in compliance with various state laws, including AB 939 (solid waste diversion), AB 1826 (commercial recycling), and SB 1383 (organics removal from landfills).

Presentation materials are attached to this report. While the Board is welcome to ask questions in any area, as a reminder the jurisdiction of the UVA Board lies in regulating rates and ensuring our waste management programs are properly implemented. Regulatory compliance issues and land use are regulated by the LEA/Calrecycle and Napa County PBES.

This is intended as a listening session and to identify questions that will need to be investigated. No Board action is anticipated.

Other Standing Items for this agenda item include:

1. Communications with customers/upcoming events.
2. Other happenings of interest to the Board.

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.

JPA Meeting -Clover Flat Landfill
10/21/24

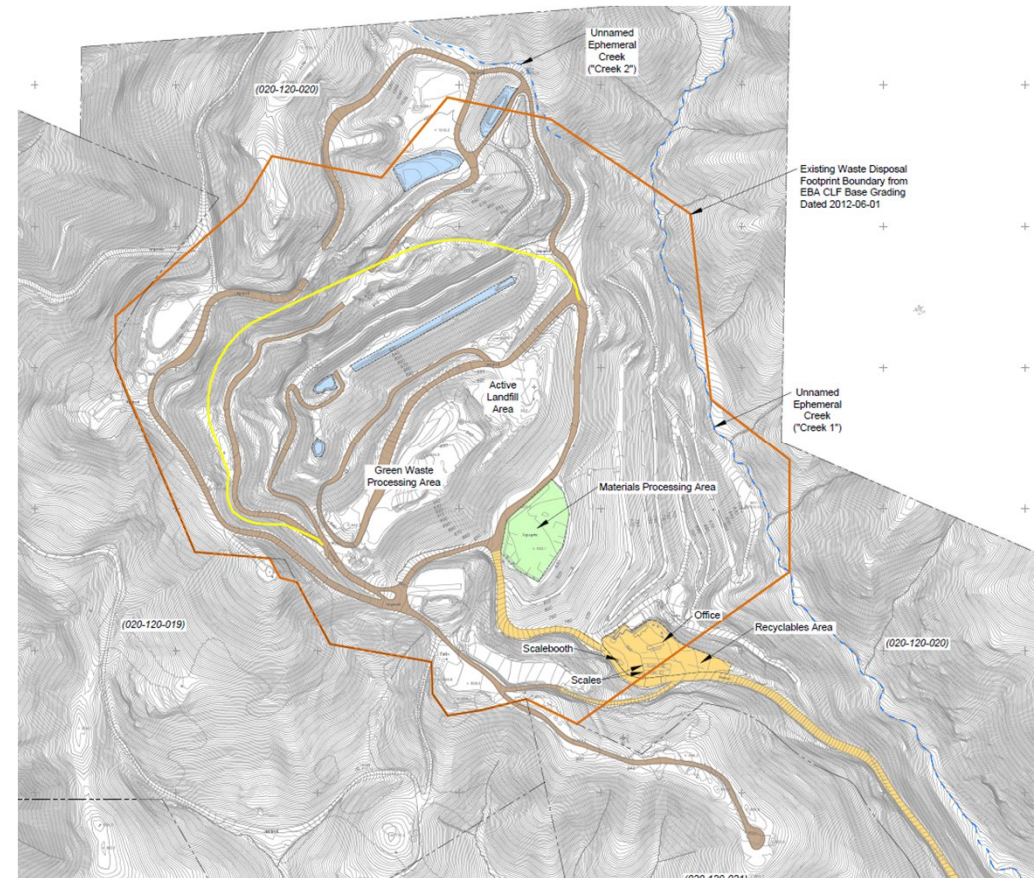


CLOVER FLAT
RESOURCE RECOVERY PARK



CLOVER FLAT RESOURCE RECOVERY PARK

- Waste Connections acquired Clover Flat Resource Recovery Park (CFRRP) on 2/13/23
- The CFRRP includes: Scales, scale booth, office, recyclables drop-off and buy-back area, materials processing pad, and an active landfill.
- Waste Connections has made significant improvements to and capital investments in CFRRP; however, we have determined that continued operation of the active landfilling operations at CFRRP is no longer economically viable – and we will proceed with early closure of the active landfill.
- Our decision for early closure is based solely on the economic viability of the landfill operations at the facility.





CLOVER FLAT RESOURCE RECOVERY PARK

➤ Pre-Closure site activities:

- Continue to fill over lined portions of the landfill.
- Excavation and remediation for landslide near NW area.
- Fill of onsite depressions/former borrow areas (near Module 4)

➤ Early Closure activities:

- Re-Design: Revise Closure Plan and Post-Closure Maintenance Plan (reduced footprint and shape)
- Permitting for Revised Closure Plan (through LEA and Waterboard)

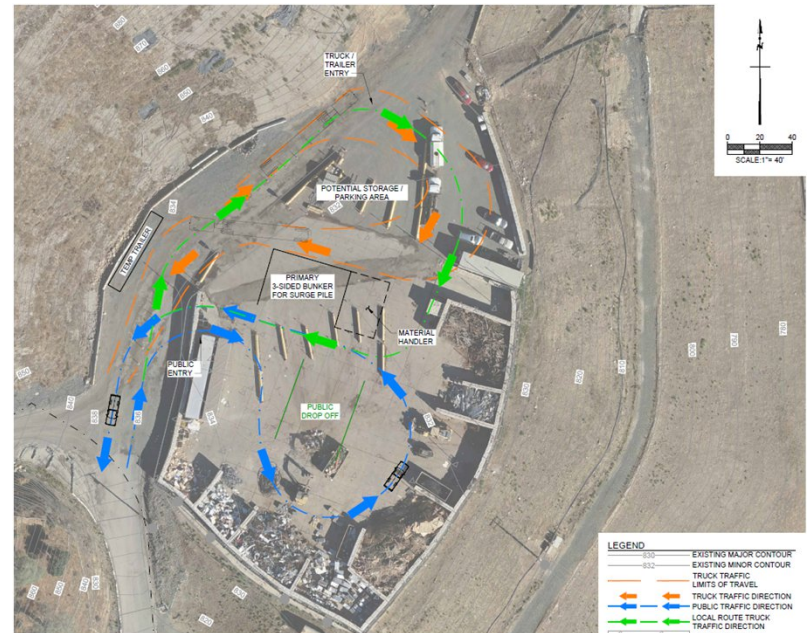




CLOVER FLAT RESOURCE RECOVERY PARK

➤ Transfer / Transload Operation:

- For interim and long term (post-closure) purposes, to operate either a transfer or transload operation near the Materials Processing Pad. Material would be hauled to Potrero Hills LF.
- Transfer Operation: Bunker style operation, waste placed in bunkers by route-trucks then loaded into trailers.
- Transload Operation: Ramp style operation, directly unloads trucks into Trailers.





CLOVER FLAT RESOURCE RECOVERY PARK

- **Associated Operational / Public Impacts:**
 - **Self Haul-** No changes in the interim; once we close, we will no longer accept self haul material.
 - **Buy-Back Redemption Area:** To close onsite. We are working through moving the buy back center to another location or via a mobile buy back option.
 - **Recycling area-** continue until closure occurs, in a re-arranged format near the office. This is for customers who do not have mandatory service.
 - **Green waste:** Following closure, all Green Waste material will be hauled to either UVDS or Potrero Hills LF.
 - **Per Franchise Agreement,** any increased costs due to shipping waste to Potrero are responsibility of the Company.



CLOVER FLAT RESOURCE RECOVERY PARK

- Use Permit Major Modification (Napa County PBES) to allow TS/Transload option, in process, continuing **Oct 2024-2025**.
- Solid Waste Facilities Permit (SWFP) (LEA / CalRecycle): permit modification once Use Permit is approved (for addition of TS/Transload) and to consider Sunday closure – no other change until Closure completed. Closure Plan review in early 2025, to complete by mid-2025 (pending Use Permit) .
- Waste Discharge Requirements (WDR's – waterboard). Update WDRs once Closure Plan is completed and approved. **Late 2025, early 2026**.



CLOVER FLAT

RESOURCE RECOVERY PARK

- Revised Closure Plan design underway, final for submittal in Q1 2025.
- Agency review of Closure Plan Q1-Q2 2025.
- Contractor Bidding for Closure, Q4 2025 / Q1 2026. Intent to award in early 2026.
- Closure Construction – tentatively a 2-year construction, Mass Excavation 2026, and cap/completion in 2027 (pending approvals).



Napa County

Board Agenda Letter

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

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1762

Agenda Date: 10/21/2024

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

Click or tap here to enter text.

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.countyofnapa.org
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1763

Agenda Date: 10/21/2024

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.

Various Public Comments have been received since our last meeting. They are attached for your information.

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: 2024 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	-	-	25,000.00	0.00 %
43950 - Other - Governmental Agencies	-	-	-	-	27,782.61	(27,782.61)	0.00 %
Total Intergovernmental Revenues	25,000.00	-	25,000.00	-	27,782.61	(2,782.61)	111.13 %
Revenue from Use of Money and Property							
45100 - Interest	14,000.00	-	14,000.00	-	47,737.46	(33,737.46)	340.98 %
Total Revenue from Use of Money and	14,000.00	-	14,000.00	-	47,737.46	(33,737.46)	340.98 %
Charges for Services							
46800 - Charges for Services	530,000.00	-	530,000.00	-	581,261.15	(51,261.15)	109.67 %
Total Charges for Services	530,000.00	-	530,000.00	-	581,261.15	(51,261.15)	109.67 %
Services and Supplies							
52100 - Administration Services	275,000.00	-	275,000.00	-	112,273.88	162,726.12	40.83 %
52125 - Accounting/Auditing Services	40,000.00	-	40,000.00	-	5,112.50	34,887.50	12.78 %
52140 - Legal Services	90,000.00	-	90,000.00	-	60,829.00	29,171.00	67.59 %
52310 - Consulting Services	100,000.00	-	100,000.00	-	85,248.00	14,752.00	85.25 %
52325 - Waste Disposal Services	-	-	-	-	7,758.00	(7,758.00)	0.00 %
52330 - Hazardous Waste Disposal Svcs	80,000.00	-	80,000.00	-	53,635.98	26,364.02	67.04 %
52600 - Rents/Leases - Equipment	-	-	-	-	199.49	(199.49)	0.00 %
52700 - Insurance - Liability	2,486.00	-	2,486.00	-	4,970.00	(2,484.00)	199.92 %
52800 - Communications/Telephone	700.00	-	700.00	-	749.95	(49.95)	107.14 %
52810 - Advertising/Marketing	10,000.00	-	10,000.00	-	31,997.85	(21,997.85)	319.98 %
52820 - Printing and Binding	20,000.00	-	20,000.00	-	6,039.53	13,960.47	30.20 %
52830 - Publications and Legal Notices	2,000.00	-	2,000.00	-	-	2,000.00	0.00 %
52900 - Training/Conference Expenses	500.00	-	500.00	-	-	500.00	0.00 %
52905 - Business Travel/Mileage	500.00	-	500.00	-	-	500.00	0.00 %
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	-	-	100.00	0.00 %

53600 - Special Department Expense	100,000.00	-	100,000.00	-	57,606.92	42,393.08	57.61 %
Total Services and Supplies	721,386.00	-	721,386.00	-	426,421.10	294,964.90	59.11 %
Other Charges							
54805 - Community Grants	300,000.00	-	300,000.00	-	767.68	299,232.32	0.26 %
Total Other Charges	300,000.00	-	300,000.00	-	767.68	299,232.32	0.26 %

33100 - Beginning Available Fund Balance					1,880,377.50		
Total Revenues	569,000.00		569,000.00		656,781.22	(87,781.22)	115.43 %
Total Expenditures	1,021,386.00		1,021,386.00		427,188.78	594,197.22	41.82 %
Net Surplus / (Deficit)	(452,386.00)	-	(452,386.00)		229,592.44		
33100 - Current Available Fund Balance					2,109,969.94		

P.O. Box 466
Santa Rosa CA 95402

www.sierraclub.org/redwood



Steven Lederer & Alice Rameriez
Upper Valley Waste Management Agency
Napa County Administration Building
1195 Third Street
Napa, CA 94559

The Redwood Chapter of the Sierra Club Water Committee supports efforts to decommission Clover Flat Landfill (owned by Upper Valley Disposal Service/Clover Flat Landfill) and move its waste operations to a safer, less environmentally sensitive location than the current CalFire High Fire Severity Zone at the top of the Napa River watershed/water source area.

Please consider:

- UVDS/Clover Flat Landfill has operated on No-bid contracts for over 60 years with a litany of environmental violations, water pollution, fires and a company found to be in breach of contract.
- Active investigations by the FBI/US Justice Department, Regional Water Quality Control Board, Fish & Wildlife, EPA's Department of Toxic Substances Control, and the Local Enforcement Agency CalRecycle.
- Napa County Supervisors and Staff have largely ignored concerns of the citizens regarding pollution, water contamination, fires, noxious odors and noise pollution from UVDS/CFL.
- Racial, social justice issues with dozens of current and former UVDS/CFL Latino employees filing State and Federal complaints against Upper Valley Disposal Service and Clover Flat Landfill for unsafe working conditions, discrimination, poor business practices, and environmental violations.
- Violations lodged by every oversight agency with jurisdiction over UVDS/CFL: CalFire, Fish & Wildlife, Regional Water Quality Control Board, Napa County Planning & Building, Air Quality Control Board, CalRecycle, and OSHA.

We ask that our letter be shared with your full board and be put into the record at your next scheduled meeting.

Theresa Ryan, Chair
Sierra Club Redwood Chapter Water Committee

Ramirez, Alice

From: theresa ryan <ryantheresa498@gmail.com>
Sent: Wednesday, July 31, 2024 2:49 PM
To: Ramirez, Alice; Lederer, Steven
Subject: Decommissioning Clover Flat Landfill
Attachments: Upper Valley and Cloverflat.pdf

[External Email - Use Caution]

Steven Lederer & Alice Rameriez
Upper Valley Waste Management Agency
Napa County Administration Building
1195 Third Street
Napa, CA 94559

Dear Staff of Upper Valley Waste Management,

Attached is a letter in support of the decommissioning of the Clover Flat Landfill. The Redwood Chapter of the Sierra Club Water Committee, which includes Napa County, asks that you note our concerns regarding the damage this landfill is creating and has been historically to the surrounding environment and community.



Non-Toxic Neighborhoods' Advisors

BRUCE LANPHEAR

MD, MPH, Senior Scientist at the Child and Family Research Institute, BC Children's Hospital and Professor in the Faculty of Health Sciences at Simon Fraser University

DEAN BAKER

MD, MPH Dean Baker, MD, MPH Professor Emeritus University of California, Irvine

ZACH BUSH

MD, Triple Board-certified Physician
Specializing in Internal Medicine, and Endocrinology

DELE OGUNSEITAN

M.P.H., Ph.D., Founding Chair of the Department of Population Health & Disease Prevention at the University of California

PHILIP J. LANDRIGAN

MD, MSc, FAAP Director, Global Public Health Program Schiller Institute for Integrated Science and Society

August 6, 2024

Upper Valley Waste Management Agency
Secretary, Alice Ramirez
Director, Steven Lederer

County Administration Building
1195 Third Street
Napa, CA 94559

RE: Urgent Need To Decommission Clover Landfill

Dear Upper Valley Waste Management Agency,
We want to add Non-Toxic Neighborhoods to the growing coalition in strong support of decommissioning Clover Flat Landfill and Upper Valley Disposal & Recycling (owned by Waste Connections, purchased in 2022 from Upper Valley Disposal Services) and move its waste operations to a safer, less environmentally sensitive location than the current CalFire High Fire Severity Zone at the top of the Napa River watershed/water source area.

Please consider:

- UVDS/Clover Flat Landfill has operated on no-bid contracts for over 60 years. There has been a litany of environmental violations, water pollution, and fires, and the company was found to be in breach of contract.
- Active investigations by the FBI/US Justice Department, Regional Water Quality Control Board, Fish & Wildlife, EPA's Department of Toxic Substances Control, and the Local Enforcement Agency CalRecycle.
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- Violations lodged by every oversight agency with jurisdiction over UVDS/CFL: CalFire, Fish & Wildlife, Regional Water Quality Control Board, Napa County Planning & Building, Air Quality Control Board, CalRecycle, and OSHA.

The Upper Valley Waste Management Agency has a responsibility to protect Napa's natural resources.

Kind Regards,
Kim Konte
kim@nontoxicneighborhoods.org
Founder [Non-Toxic Neighborhoods](https://nontoxicneighborhoods.org)
Former City of Irvine Commissioner

Ramirez, Alice

From: Kim Konte <kim@nontoxicneighborhoods.org>
Sent: Tuesday, August 6, 2024 10:43 AM
To: Ramirez, Alice; Lederer, Steven
Cc: Napa County Public Works; Griffis, Amanda; Ex, Peter; F. Franz; Susie Rupp
Subject: In strong support of decommissioning Clover Flat Landfill and Upper Valley Disposal & Recycling
Attachments: Decommission Clover Flat Landfill .pdf

[External Email - Use Caution]

August 6, 2024

Upper Valley Waste Management Agency
Secretary, Alice Ramirez
Director, Steven Lederer

County Administration Building
1195 Third Street
Napa, CA 94559

RE: Urgent Need To Decommission Clover Landfill

Dear Upper Valley Waste Management Agency,

We want to add Non-Toxic Neighborhoods to the growing coalition in strong support of decommissioning Clover Flat Landfill and Upper Valley Disposal & Recycling (owned by Waste Connections, purchased in 2022 from Upper Valley Disposal Services) and move its waste operations to a safer, less environmentally sensitive location than the current CalFire High Fire Severity Zone at the top of the Napa River watershed/water source area.

Please consider:

-
-
- UVDS/Clover Flat Landfill has operated on no-bid contracts for over 60 years. There has been a litany of environmental violations, water pollution, and fires, and the company was found to be in breach of contract.
-
-
- Active investigations by the FBI/US Justice Department, Regional Water Quality Control Board, Fish & Wildlife, EPA's Department of Toxic Substances Control, and the Local Enforcement Agency CalRecycle.
-
-
- Napa County Supervisors and Staff have largely ignored the citizens' concerns regarding pollution, water contamination, fires, noxious odors, and noise pollution from UVDS/CFL.
-
-
- Racial and social justice issues with dozens of current and former UVDS/CFL Latino employees filing State and Federal complaints against Upper Valley Disposal Service and Clover Flat Landfill for unsafe working conditions, discrimination, poor business practices, and environmental violations.
-

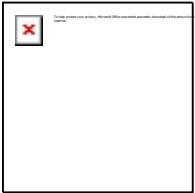
-
-
- Violations lodged by every oversight agency with jurisdiction over UVDS/CFL: CalFire, Fish & Wildlife,
- Regional Water Quality Control Board, Napa County Planning & Building, Air Quality Control Board, CalRecycle, and OSHA.
-

The Upper Valley Waste Management Agency has a responsibility to protect Napa's natural resources.

Kind Regards,

Kim Konte
kim@nontoxicneighborhoods.org
Founder [Non-Toxic Neighborhoods](#)
Former City of Irvine Commissioner

*** Please find the attached letter in strong support of decommissioning Clover Flat Landfill and Upper Valley Disposal & Recycling that we would like to have included in the public record. Thank you for your attention to this matter.**



Kim Konte
[NON - TOXIC NEIGHBORHOODS](#) | [OUR WORK](#) | [WHERE TO START](#)
IG: [@nontoxicneighborhoods](#) | FB: [nontoxicneighborhoods](#) | M: 843-816-3085

Non-Toxic Neighborhoods(TM) operates through a fiscal sponsorship with Players Philanthropy Fund, a Maryland charitable trust recognized by the IRS as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code (Federal Tax ID: 27-6601178). Contributions to Non-Toxic Neighborhoods(TM) are tax-deductible to the fullest extent of the law.

Ramirez, Alice

From: Anne Wheaton <environmentallysustainablesol@gmail.com>
Sent: Tuesday, August 13, 2024 8:08 AM
To: Lederer, Steven
Cc: Ramirez, Alice
Subject: Re: Collective Letter of Support - Decommission Clover Flat Landfill & Upper Valley Disposal Service

[External Email - Use Caution]

Good Morning Steven,

Thank you very much for confirming receipt and distributing it as public comment.

Can we please add this new article that came out today as well?

The New Lede is highlighting the growing effort to decommission Clover Flat Landfill and Upper Valley Disposal Service.

Pressure grows to close controversial Napa Valley landfill

<https://www.thenewlede.org/2024/08/pressure-grows-to-close-controversial-napa-valley-landfill/>

With Thanks,

Anne Wheaton
e-mail: environmentallysustainablesol@gmail.com
Cell: 707.287.3244

On Tue, Aug 13, 2024 at 5:53 AM Lederer, Steven <Steven.Lederer@countyofnapa.org> wrote:
Received and it will be distributed as public comment.

Get [Outlook for iOS](#)

From: Anne Wheaton <environmentallysustainablesol@gmail.com>
Sent: Monday, August 12, 2024 6:58:34 PM
To: Ramirez, Alice <Alice.Ramirez@countyofnapa.org>; Lederer, Steven <Steven.Lederer@countyofnapa.org>
Subject: Collective Letter of Support - Decommission Clover Flat Landfill & Upper Valley Disposal Service

[External Email - Use Caution]

Good Evening Steven and Alice,

If you can please confirm receipt I would appreciate it.

We kindly ask that you share this letter with your Upper Valley Waste Management Agency Board and include it as submission for your next meeting.

Please find a letter attached from a collective group of environmental organizations calling for the decommissioning of Clover Flat Landfill and Upper Valley Disposal Service.

The organizations supporting this effort are also listed below:

[Sierra Club Redwood Chapter](#)

[Non-Toxic Neighborhoods](#)

[Napa Vision 2050](#)

[Preserve Rural Sonoma County](#)

[Institute for Conservation Advocacy Research & Education/ICARE](#)

[Save Napa Valley Foundation](#)

These troubled waste operations have been covered by The SF Chronicle, LA Times, The Guardian, The New Lede, The Press Democrat, The Bohemian, and The Napa Register. On the front page of the Press Democrat today was a story regarding the FBI search of Upper Valley Disposal Service.

<https://www.pressdemocrat.com/article/napa/fbi-searches-upper-valley-disposal-service-site-in-st-helena/>

Kind Regards,

Anne Wheaton

e-mail: environmentallysustainable@gmail.com

Cell: 707.287.3244

August 12th, 2024

To the Attention of the Ca. Regional Water Board Region 2, Napa County Supervisors, Local Enforcement Agency of Recycle, and Upper Valley Waste Management Agency,

We are a growing list of nonprofits that are asking for Clover Flat Landfill and Upper Valley Disposal Service to be decommissioned. We stand with the Sierra Club Redwood Chapter Water Committee, Non-Toxic Neighborhoods, Napa Vision 2050, Protect Rural Sonoma County, Institute for Conservation Advocacy Research and Education/ICARE, Save Napa Valley Foundation and the individual efforts of former Mayor Geoff Ellsworth and his partner Anne Wheaton. Clover Flat Landfill and Upper Valley Disposal & Recycling (owned by Waste Connections, purchased in 2022 from Upper Valley Disposal Services) is long overdue to move its waste operations to a safer, less environmentally sensitive location than the current CalFire High Fire Severity Zone at the top of the Napa River watershed/water source area.

Please consider:

- UVDS/Clover Flat Landfill has operated on No-bid contracts for over 60 years with a litany of environmental violations, water pollution, fires and a company found to be in breach of contract.
- Active investigations by the FBI/US Justice Department, Regional Water Quality Control Board, Fish & Wildlife, EPA's Department of Toxic Substances Control, and the Local Enforcement Agency CalRecycle.
- Napa County Supervisors and Staff have largely ignored concerns of the citizens regarding pollution, water contamination, fires, noxious odors and noise pollution from UVDS/CFL.
- Racial, social justice issues with dozens of current and former UVDS/CFL Latino employees filing State and Federal complaints against Upper Valley Disposal Service and Clover Flat Landfill for unsafe working conditions, discrimination, poor business practices, and environmental violations.
- Violations lodged by every oversight agency with jurisdiction over UVDS/CFL: CalFire, Fish & Wildlife, Regional Water Quality Control Board, Napa County Planning & Building, Air Quality Control Board, CalRecycle, and OSHA.

We ask that our letter be shared with your full board and be put into the record at your next scheduled meeting.

Signed,

Redwood Chapter Sierra Club, Non-Toxic Neighborhoods, Napa Vision 2050, Institute for Conservation Advocacy Research & Education, Preserve Rural Sonoma County, and Save Napa Valley Foundation, Former Mayor Geoff Ellsworth of St. Helena and Anne Wheaton

Cc: City of St. Helena, City of Calistoga, City of Yountville, City of Napa, Napa County, Bay Area Air Quality Management District, Napa Valley Register, Press Democrat, EWG, Media, Additional Regulatory Agencies



Ramirez, Alice

From: Anne Wheaton <environmentallysustainablesol@gmail.com>
Sent: Monday, August 12, 2024 6:59 PM
To: Ramirez, Alice; Lederer, Steven
Subject: Collective Letter of Support - Decommission Clover Flat Landfill & Upper Valley Disposal Service
Attachments: Collective.Decommissioning.Letter.8.12.2024.MASTER.pdf

[External Email - Use Caution]

Good Evening Steven and Alice,

If you can please confirm receipt I would appreciate it.

We kindly ask that you share this letter with your Upper Valley Waste Management Agency Board and include it as submission for your next meeting.

Please find a letter attached from a collective group of environmental organizations calling for the decommissioning of Clover Flat Landfill and Upper Valley Disposal Service.

The organizations supporting this effort are also listed below:

[Sierra Club Redwood Chapter](#)
[Non-Toxic Neighborhoods](#)
[Napa Vision 2050](#)
[Preserve Rural Sonoma County](#)
[Institute for Conservation Advocacy Research & Education/ICARE](#)
[Save Napa Valley Foundation](#)

These troubled waste operations have been covered by The SF Chronicle, LA Times, The Guardian, The New Lede, The Press Democrat, The Bohemian, and The Napa Register. On the front page of the Press Democrat today was a story regarding the FBI search of Upper Valley Disposal Service.

<https://www.pressdemocrat.com/article/napa/fbi-searches-upper-valley-disposal-service-site-in-st-helena/>

Kind Regards,

Anne Wheaton
e-mail: environmentallysustainablesol@gmail.com
Cell: 707.287.3244

Ramirez, Alice

From: Lederer, Steven
Sent: Thursday, August 15, 2024 10:54 AM
To: Patricia Damery; Ramirez, Alice
Cc: Alsop, Ryan
Subject: RE: Decommission Clover Flat Landfill

Ms. Damery,

Thank you for your e-mail. Neither Alice nor I have the legal authority to decommission CFL (or any other business), but we will provide your e-mail to the UVA Board of Directors and the Napa County Board of Supervisors. The information below hopefully describes the roles of these two different bodies. Please reach out if you have any questions regarding the information below.

The Clover Flat Landfill is owned and run by a publicly traded company, operating under permits from Napa County, Calrecycle, and various other agencies, such as the Regional Water Board. Whether the landfill remains open is ultimately a decision to be made by that company, and the entities that regulate it.

Upper Valley Waste Management Agency (UVA) has a contract with CFL to accept waste generated by our residents in Calistoga, Yountville,, St. Helena, and some of the County area. While we are a large customer at CFL, we are but one of their many customers. If the landfill were to close, it would be the responsibility of UVA to best determine how to dispose of our resident's waste, in the most efficient and environmentally sound way that also minimizes the cost impact to our ratepayers.

-----Original Message-----

From: Patricia Damery <pdamery@patriciadamery.com>
Sent: Wednesday, August 14, 2024 4:35 PM
To: Ramirez, Alice <Alice.Ramirez@countyofnapa.org>; Lederer, Steven <Steven.Lederer@countyofnapa.org>
Cc: Alsop, Ryan <ryan.alsop@countyofnapa.org>
Subject: Decommission Clover Flat Landfill

[External Email - Use Caution]

Dear Ms. Ramirez and Steven Lederer,

I urge you to decommission the Clover Flat Landfill.

The County has too long ignored pleas of neighbors and various environmental organizations to do something about the dangerous conditions posed by the fires and leachate contaminating streams and the Napa River. Meanwhile, workers have been exposed to dangerous conditions, and the environment contaminated by radioactive waste. Must we wait until the FBI is raiding your offices? Must enforcement be outside the reach of monied interests? Does it take whistleblowers and journalists, environmental activists, and injured workers to move you?

Please act now.

Patricia Damery



Napa County

Board Agenda Letter

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

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1764

Agenda Date: 10/21/2024

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

Click or tap here to enter text.

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.countyofnapa.org
Main: (707) 253-4580

Upper Valley Waste Management Agency (UVWMA)
File ID #: 24-1765

Agenda Date: 10/21/2024

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

Click or tap here to enter text.

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.