

ARTICLE 9. RECORD KEEPING, REPORTING AND INSPECTIONS

9.01 General. Contractor recognizes that maintenance of accurate and complete records of its operations and timely submission to City of accurate and complete reports is an essential aspect of the service to be provided by it under this Contract.

9.02 Record Keeping. Contractor shall maintain accurate records of (i) personnel, (ii) equipment, (iii) collection operations, (iv) operations of the Materials Diversion Facility, (v) disposal of MSW and MDF Residue, (vi) customer service, (vii) billing and payment, (viii) sale of Recyclable Materials and Compost, (ix) financial matters, (x) any information necessary to report to any regulating agency, and (xi) other matters in such detail and format necessary to compile the reports required by this Contract, including Attachment R.

9.03 Reporting. Contractor shall compile and submit complete and accurate reports required by this Contract, including Attachment R, in the format and at the frequencies specified.

9.04 Inspection by City. The City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations involved in providing services under this Contract to determine whether Contractor is performing in accordance with this Contract and applicable laws and regulations. Contractor shall cooperate fully with such inspections. In connection therewith, the City shall have the right to enter any of Contractor's facilities, speak to any of Contractor's employees and receive a response to any inquiries directed to such employees, and review and make copies (at City's expense), of all of Contractor's operational and business records related to this

Contract. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections.

City may periodically investigate Contractor's financial status to determine Contractor's financial capacity to continue to perform in accordance with this Contract. Such investigations will be done at the sole expense of City, using such City employees or independent agents as City deems appropriate. Contractor will cooperate during such investigations and will make available for inspection such records as the City, or its agent, may request.

Contractor shall maintain a complete roster of employees providing service under this Contract. The roster shall contain the name, social security number, job classification and such other information as City may require. The City may inspect the roster, and make a copy thereof at its expense, at any time during business hours.

9.05 Compliance Reporting. Contractor shall submit monthly, quarterly and annual reports to the City documenting the disposition of MSW and shall format such reports so that they may be used by the City for City's compliance with the reporting requirements of the Act, [SB 1383](#) or any other subsequently enacted federal, state or local laws or regulations governing integrated waste management.

9.06 Route Audits. At least once every six (6) month period, beginning in 2006, Contractor shall conduct an audit, during the months of January and July of all collection routes for MSW, Recyclable Materials, and Compostables. The audit shall include, at a minimum, the route number, identification number of vehicles servicing each route, number and types of accounts serviced by route and by truck, number and sizes of containers collected together with the frequency of collection by route and by

truck, weight of MSW, Recyclable Materials, and Compostables by route and by truck, and any pertinent operational details. Results of the route audit shall be delivered to City in their entirety, including, but not limited to, maps of routes with each route numbered, survey sheets, logs, route lists, forms used to gather information, and the like, within ten (10) working days of completion of the audit, and in no event later than February 20 for the audit conducted in January and August 20 for the audit conducted in July, whether undertaken directly by Contractor or on behalf of Contractor by another party.

9.07 SB 1383 Route Reviews. As required by SB 1383, route reviews will be conducted by Contractor annually utilizing container lid flips for each route (or as these requirements may be revised by CalRecycle in the future). Route reviews will be inspected by route type (Commercial, Multi-Family and Residential) and by container type (black/grey, blue and green/brown), and documented via digital or photographic image(s) and recorded into a spreadsheet accessible to CalRecycle. At minimum, route review documentation will include the following:

- The name or account name of each Customer (i.e., person or entity)
- A description of the Contractor route and the addresses where prohibited container contaminants were found.
- Dates route review were conducted.
- Person or persons conducting the action.
- Findings regarding compliance, including educational materials issued.
- Relevant evidence supporting the findings (e.g., photographic images).

9.08 Reporting Information Required by Bond Indenture. City issued revenue bonds in 2016, the proceeds of which were used to finance the costs of acquisition and construction of capital improvements at the Materials Diversion Facility. The bond indenture requires City to furnish annually to the bond trustee information about the City's solid waste system. In order to assist the City in satisfying this obligation, Contractor will provide the following financial information and operating data to City in substantially the form and substance in which this information appeared in the official statement for the bonds:

A. The Tons of solid waste (including refuse, solid waste, recyclables, and Compostables) collected by Contractor in City.

B. Representative residential and commercial rates, and the amount of decrease or increase from the previous year's rates.

C. A summary of doubtful accounts.

D. The number of customers and the amount of revenue by account type (e.g., residential, commercial, drop box).

E. A list of the 10 largest collection service customers billed by the Contractor on behalf of the City.

F. Audited Financial Statements of Contractor (including the SAS 114 Letter and the SAS 115 Letter, if issued), prepared in accordance with Generally Accepted Accounting Principles and audited in accordance with Generally Accepted Auditing Standards showing the results of Contractor's operations for City under this Agreement.

Contractor will furnish this information to City on or before March 10 of each year. The information furnished shall cover the immediately preceding calendar year (e.g. in the case of the documents due March 10, 2018, the information will cover calendar year 2017).

As required by federal securities laws, City will make the information described in this section available to the public through deposit in certain publicly-accessible municipal securities information repositories. Accordingly, Contractor agrees that its obligations under this section are necessary and reasonable in order to protect City and its interests, and expressly agrees that monetary damages would be inadequate to compensate City for any breach of Contractor's obligations under this Section ~~9.07~~[9.08](#). Accordingly, Contractor agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to City and that, in addition to any other remedies that may be available, in law, at equity, under this Agreement or otherwise, City shall be entitled to obtain injunctive relief against the breach or threatened breach by Contractor of its obligations under this section, or the continuation of any such breach, without the necessity of City proving actual damages.

9.09 Reporting Required by Regulating Agencies. Contractor will comply with all reporting and record keeping requirements from any regulating agency related to this Contract, such as reporting to CalRecycle as may be required by the Act [or SB 1383](#). Contractor will provide City with copies of any such reports submitted, and such reports shall not replace or reduce the Contractor's responsibility to submit any reports required by this Contract, including Attachment R.

ARTICLE 12. COMPENSATION TO CONTRACTOR

12.01 General. The payments provided for in this Article are the full, entire and complete compensation due to Contractor from City for furnishing all labor, equipment, materials and supplies and all other things necessary to perform all of the services required by this Contract in the manner and at the time prescribed, and for fulfilling all of its obligations under this Contract, including but not limited to the collection of MSW, Recyclable Materials, Food Scraps, Yard Trimmings, Wood Material and Construction and Demolition Debris in accordance with Article 4, the transportation of such materials in accordance with Article 5, and the operation of the Materials Diversion Facility in accordance with Article 6. Such payments shall include all costs for the items mentioned above and also for all taxes (other than a possessory interest tax), insurance, bonds, overhead, profit and all other costs necessary or appropriate to perform the services in accordance with this Contract. Based upon its investigation and operating experience, Contractor warrants and guarantees that the capital and operating costs in Attachment T, Tables 1 through 16 (described more fully below) include all costs required to perform all the duties and responsibilities required by the 2022 Contract Amendment.

12.02 Summary of Contactor Compensation. City will pay Contractor base operating and capital cost payments as described in Section 12.03. In addition, City will pay Contractor various other payments throughout each calendar year for additional services not included in the base operating and capital cost payment. Table 12.1 below summarizes all of the anticipated payments City will make to Contractor.

12.03 Operating & Capital Cost Payments. City will pay Contractor the amount provided in this Section to cover the operating and capital costs incurred in performing the services required by this Contract, monthly in arrears. The Operating and Capital Cost Payment for the periods described below will be, or will be calculated, as follows:

A. January 1, 2018 through December 31, 2018. The Operating and Capital Cost Payment was Ten Million, Eight Hundred Fifty Eight Thousand, Four Hundred Twenty and 74/100 dollars (\$10,858,420.74) which is equal to the annual Operating and Capital Cost Payment for calendar year 2018, as shown on Attachment T-1. This amount is based on the annual Operating and Capital Cost Payment with the CASP baseline throughput payment of One Hundred Twenty Nine Thousand and 67/100 dollars (\$129,000.67) deducted from the baseline Operating and Capital Cost Payment for calendar year 2018. The amount also takes into account the annual reduction of One Hundred Twenty Five Thousand dollars (\$125,000) for economies of scale achieved due to NRWS's sister company, NCRWS, being awarded the solid waste and recycling contract for the County of Napa for the same Term as this Agreement.

B. In addition to the baseline Operating and Capital Cost Payment for calendar year 2018, City paid Contractor One Million, One Hundred Six Thousand, Two Hundred Sixty Six and 72/100 dollars (\$1,106,266.72) for Fuel and Electricity.

C. For calendar year 2018, City paid Contractor Two Hundred Twelve Thousand, Four Hundred Fifty One and 46/100 dollars (\$212,451.46) for operating expenses, and Fifty One Thousand, Four Hundred Sixty Five dollars (\$51,465) as

shown in Attachment T-5B for capital costs associated with Commercial Food Scrap Collection Program.

D. For calendar year 2018, City paid Contractor Five Thousand, Eight Hundred Fifty Seven and 97/100 dollars (\$5,857.97) for operating expenses, and zero dollars (\$0) as shown in Attachment T-6B for capital costs associated with Recycle More Program.

E. For calendar year 2018, City paid Contractor One Hundred Forty Six Thousand, Six Hundred Ten dollars (\$146,610) for City's seventy (70) percent share of operating expenses of Two Hundred Nine Thousand, Four Hundred Forty Three dollars (\$209,443) as shown in Attachment T-7 for operating costs associated with four "Partnership" sorting positions.

F. For calendar year 2018, City paid Contractor Ninety Three Thousand, One Hundred Eight and 20/100 dollars (\$93,108.20) for City's seventy (70) percent share of capital expenses of Seventy Eight Thousand, Seventy Four and 71/100 dollars (\$78,074.71) as shown in Attachment T-9A and for City's seventy (70) percent share of operating costs of Fifty Four Thousand, Nine Hundred Thirty Seven dollars (\$54,937) as shown in Attachment T-9B for operating costs associated with City-approved Clean MRF Upgrade Options.

G. For the first half of calendar year 2018, the City paid Contractor Twenty Six Thousand, Seven Hundred Eighteen and 50/100 dollars (\$26,718.50) for half of annual operating expenses of Fifty Three Thousand, Four Hundred Thirty Seven dollars (\$53,437) and Four Thousand, Four Hundred Twenty Two and 50/100 dollars (\$4,422.50) for half of the annual Eight Thousand, Eight Hundred Forty Five dollars

(\$8,845) for annual fuel costs as shown in Attachment T-10A associated with new Commercial Sunday Collection Service that began on July 1, 2018.

H. Additional One-Time Supplemental Payments in 2018. In

addition to the payments discussed above, by August 31, 2018 the City paid Contractor (a) a One-Time Supplemental Payment for additional 95% of Direct Materials Sales between January 1, 2018 and March 31, 2018, capital and operating costs from July 1, 2017 through May 31, 2018, Fuel and Electricity Payment between January 1, 2017 through December 31, 2017, Commercial Food Scrap Route between January 1, 2018 through March 31, 2018, 70% of MRF Upgrade between January 1, 2018 through March 31, 2018, Recycle More Route between January 1, 2018 through March 31, 2018, 70% of the Partnership Program between January 1, 2018 through March 31, 2018, NVUSD costs between January 1, 2018 through March 31, 2018, and Allowance-Based programs January 1, 2018 through March 31, 2018 in the amount of One Million, Four Hundred Eighty Four Thousand, Nine Hundred Sixty One and 40/100 dollars (\$1,484,961.40) described in Table 12.1; and (b) an "Additional Payment" for Over Baseline Tons processed during the period from January 1, 2017 through December 31, 2017 in the amount of Two Million, Eight Hundred Thirty Six Thousand, One Hundred Five and 01/100 dollars (\$2,836,105.01) pursuant to Section 12.05.

I. Calendar Year 2019 (Year 2). The Operating and Capital Cost

Payment for calendar year 2019 was Eleven Million, Four Hundred Sixty Five Thousand, Three Hundred Seventy Seven and 66/100 dollars (\$11,465,377.66) which is equal to the annual Operating and Capital Cost Payment for calendar year 2019, as shown on Attachment T-1. This amount is based on the annual Operating and Capital

Cost Payment with the CASP baseline throughput payment of One Hundred Thirty Two Thousand, Four Hundred Fourteen and 96/100 dollars (\$132,414.96) deducted from the baseline Operating and Capital Cost Payment for calendar year 2019 as operation of the Covered Aerated Static Pile (CASP) was not yet in operation during 2019. The amount also takes into account the annual reduction of One Hundred Twenty Five Thousand dollars (\$125,000) for economies of scale achieved due to NRWS's sister company, NCRWS, being awarded the solid waste and recycling contract for the County of Napa for the same Term as this Agreement.

J. In addition to the baseline Operating and Capital Cost Payment for calendar year 2019, City paid Contractor One Million, Ninety Eight Thousand, Two Hundred Twenty-Four and 57/100 dollars (\$1,098,224.57) for Fuel and Electricity as shown in Attachment T-1. In addition, the City made a one-time supplemental payment in the amount of One Hundred Forty Seven Thousand, Six Hundred Sixty Three and 61/100 dollars (\$147,663.61) for additional Fuel and Electricity costs incurred by Contractor in 2019 (the payment included the 3% base profit margin).

K. For calendar year 2019, City paid Contractor Two Hundred Seventeen Thousand, Eight Hundred Twenty Six and 31/100 dollars (\$217,826.31) for operating expenses associated with Commercial Food Scrap Collection Program as shown in Attachment T-5A as adjusted by annual labor and non-labor contract inflation escalators.

L. For calendar year 2019, City paid Contractor Six Thousand Four and 42/100 dollars (\$6,004.42) for operating expenses as shown in Attachment T-6A associated with Recycle More Program.

M. For calendar year 2019, City paid Contractor One Hundred Fifty One Thousand, Six Hundred Ninety and 84/100 dollars (\$151,690.84) for City's seventy (70) percent share of operating expenses of Two Hundred Sixteen Thousand, Seven Hundred One and 20/100 dollars (\$216,701.20) as shown in Attachment T-7 for operating costs associated with four "Partnership" sorting positions.

N. For calendar year 2019, City paid Contractor Fifty Three Thousand, Twenty Three and 40/100 dollars (\$53,023.40) for City's seventy (70) percent share of capital expenses of Seventy Five Thousand, Seven Hundred Forty-Seven and 71/100 dollars (\$75,747.71) as shown in Attachment T-9A and Thirty Nine Thousand, Four Hundred Seventeen and 30/100 dollars (\$39,417.30) for City's seventy (70) percent share of operating costs of Fifty Six Thousand, Three Hundred Ten and 43/100 dollars (\$56,310.43) as shown in Attachment T-9B for operating costs associated with City-approved Clean MRF Upgrade Options.

O. For calendar year 2019, City paid Contractor Fifty Five Thousand, Two Hundred Ninety Five and 30/100 dollars (\$55,295.30) for annual operating expenses of and Eight Thousand, Eight Hundred Forty Five dollars (\$8,845.00) for half of annual Seventeen Thousand, Six Hundred Ninety dollars (\$17,690.00) for annual fuel costs as shown in Attachment T-10A associated with the Commercial Sunday Collection Service.

P. **Calendar Year 2020 (Year 3).** The Operating and Capital Cost Payment for calendar year 2020 was Twelve Million, Nine Hundred Seventy Seven Thousand, Eight Hundred Fifty-Three and 06/100 dollars (\$12,977,853.06) which is equal to the annual Operating and Capital Cost Payment for calendar year 2020, as

shown on Attachment T-1. This amount is based on the annual Operating and Capital Cost Payment with the CASP baseline throughput payment of Thirteen Million, One Hundred Five Thousand, Eight Hundred Fifty Three and 06/100 dollars (\$13,105,853.06). The amount also takes into account the annual reduction of One Hundred Twenty Five Thousand dollars (\$125,000) for economies of scale achieved due to NRWS's sister company, NCRWS, being awarded the solid waste and recycling contract for the County of Napa for the same Term as this Agreement. The amount also takes into account a Five Hundred dollar (\$500) per month lease from the City to Contractor for the City's second floor office at the MDF administration building beginning on July 1, 2020 and ending on December 31, 2024, unless the parties agree to an extension. The lease rate will be increased by 2.5% annually beginning on January 1, 2022, subject to the terms of the lease. The City reserves the right to reoccupy the upstairs office space and cease the rental with a 90-day advance notice to Contractor. As of the execution of the 2022 amendment, the City has paid the Contractor Twelve Million, Ninety Two Thousand, Seven Hundred Ninety Two dollars (\$12,092,792). By October 31, 2022, the City will pay Contractor a One-Time Supplemental Payment of Nine Hundred Forty-Four Thousand, Three Hundred Thirty-Eight and 90/100 dollars (\$944,338.90) for the first year of full CASP and Stormwater operations (which includes 3% Base Profit Margin and interest set at the LAIF rate of 3.24%), which the City previously agreed to pay Contractor, but the parties were unable to quantify because the facilities had not yet been built or permitted.

Q. In addition to the baseline Operating and Capital Cost Payment for calendar year 2020, City paid Contractor One Million, Two Hundred Twenty Two

Thousand, One Hundred Fifty Eight and 52/100 dollars (\$1,222,158.52) for Fuel and Electricity as shown in Attachment T-1. In addition, the Contractor provided a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2020 in the amount of Thirty-Eight Thousand, Five Hundred Nineteen and 52/100 dollars (\$38,519.52).

R. For calendar year 2020, City paid Contractor Two Hundred Sixteen Thousand, Ten and 43/100 dollars (\$216,010.43) for operating expenses associated with Commercial Food Scrap Collection Program as shown in Attachment T-5A as adjusted by annual labor and non-labor contract inflation escalators.

S. For calendar year 2020, City paid Contractor Six Thousand, One Hundred Fifty Four and 53/100 dollars (\$6,154.53) for operating expenses as shown in Attachment T-6A associated with Recycle More Program.

T. For calendar year 2020, City paid Contractor One Hundred Fifty Six Thousand, Nine Hundred Forty Eight and 24/100 dollars (\$156,948.24) for City's seventy (70) percent share of operating expenses of Two Hundred Twenty Four Thousand, Two Hundred Eleven and 77/100 dollars (\$224,211.77) as shown in Attachment T-7 for operating costs associated with four "Partnership" sorting positions.

U. For calendar year 2020, City paid Contractor Ninety One Thousand, Seven Hundred Thirty Two and 83/100 dollars (\$91,732.83) for City's seventy (70) percent share of capital expenses of Seventy Three Thousand, Three Hundred Twenty Eight and 71/100 dollars (\$73,328.71) as shown in Attachment T-9A and for City's seventy (70) percent share of operating costs of Fifty Seven Thousand,

Seven Hundred Eighteen and 19/100 dollars (\$57,718.19) as shown in Attachment T-9B for operating costs associated with City-approved Clean MRF Upgrade Options.

V. For calendar year 2020, City paid Contractor Fifty Seven Thousand, Two Hundred Eighteen and 33/100 dollars (\$57,218.33) for annual operating expenses as shown in Attachment T-10A associated with the Commercial Sunday Collection Service.

W. **Calendar Year 2021 (Year 4).** The Operating and Capital Cost Payment for calendar year 2021 was Thirteen Million, Two Hundred Eighty Thousand, Seven Hundred Forty Eight and 25/100 dollars (\$13,280,748.25) which is equal to the annual Operating and Capital Cost Payment for calendar year 2021, as shown on Attachment T-1. This amount is based on the annual Operating and Capital Cost Payment with the CASP baseline throughput payment of Thirteen Million, Four Hundred Eleven Thousand, Seven Hundred Forty Eight and 25/100 dollars (\$13,411,748.25). The amount also takes into account the annual reduction of One Hundred Twenty Five Thousand dollars (\$125,000) for economies of scale achieved due to NRWS's sister company, NCRWS, being awarded the solid waste and recycling contract for the County of Napa for the same Term as this Agreement. The amount also takes into account a Five Hundred dollar (\$500) per month lease from the City to Contractor for the City's second floor office at the MDF administration building beginning on July 1, 2020 and ending on December 31, 2024, unless the parties agree to an extension.

X. In addition to the baseline Operating and Capital Cost Payment for calendar year 2021, City paid Contractor One Million, One Hundred Eighty Eight Thousand, Five Hundred Twenty Two and 14/100 dollars (\$1,188,522.14) for Fuel and

Electricity as shown in Attachment T-1. In addition, the City made a one-time supplemental payment in the amount of One Hundred Eighty Six Thousand, Seven Hundred Ten and 47/100 dollars (\$186,710.47) for additional Fuel and Electricity costs incurred by Contractor in 2021 (the payment included the 3% base profit margin).

Y. For calendar year 2021, City paid Contractor Two Hundred Twenty Eight Thousand, Five Hundred Fifty Seven dollars (\$228,557) for operating expenses associated with Commercial Food Scrap Collection Program as shown in Attachment T5A as adjusted by annual labor and non-labor contract inflation escalators.

Z. For calendar year 2021, City paid Contractor Six Thousand, Three Hundred Eight and 39/100 dollars (\$6,308.39) for operating expenses as shown in Attachment T-6A associated with Recycle More Program.

AA. For calendar year 2021, City paid Contractor One Hundred Sixty Two Thousand, Three Hundred Eighty Eight and 36/100 dollars (\$162,388.36) for City's seventy (70) percent share of operating expenses of Two Hundred Thirty One Thousand, Nine Hundred Eighty Three and 37/100 dollars (\$231,983.37) as shown in Attachment T-7 for operating costs associated with four "Partnership" sorting positions.

BB. For calendar year 2021, City paid Contractor Ninety Thousand, Nine Hundred Eighty Three and 10/100 dollars (\$90,983.10) for City's seventy (70) percent share of capital expenses of Seventy Thousand, Eight Hundred Fourteen and 71/100 dollars (\$70,814.71) as shown in Attachment T-9A and for City's seventy (70) percent share of operating costs of Fifty Nine Thousand, One Hundred Sixty One and 14/100 dollars (\$59,161.14) as shown in Attachment T-9B for operating costs associated with City-approved Clean MRF Upgrade Options.

CC. For calendar year 2021, City paid Contractor Fifty Nine Thousand, Two Hundred Eight and 36/100 dollars (\$59,208.36) for annual operating expenses as shown in Attachment T-10A associated with the Commercial Sunday Collection Service.

DD. Additional One-Time Supplemental Payment in 2021. By October 31, 2022, the City will pay Contractor a One-Time Supplemental Payment of Nine Hundred Thirty-Five Thousand, Three Hundred Fifty-Six dollars and 55/100 dollars (\$935,356.55) for the second year of full CASP and Stormwater operations and related capital improvements (which includes 3% base profit margin), which the City previously agreed to pay Contractor, but the parties were unable to quantify because the facilities had not yet been built or permitted.

EE. Calendar Year 2022 (Year 5). The Operating and Capital Cost Payment for calendar year 2022 will be Thirteen Million, Five Hundred Fifty Two Thousand, Three Hundred Sixty Eight and 34/100 dollars (\$13,552,368.34) which is equal to the annual Operating and Capital Cost Payment for calendar year 2021, as shown on Attachment T-1. This amount is based on the annual Operating and Capital Cost Payment with the CASP baseline throughput payment of Thirteen Million, Six Hundred Eighty Three Thousand, Five Hundred Eighteen and 34/100 dollars (\$13,683,518.34). The amount also takes into account the annual reduction of One Hundred Twenty Five Thousand dollars (\$125,000) for economies of scale achieved due to NRWS's sister company, NCRWS, being awarded the solid waste and recycling contract for the County of Napa for the same Term as this Agreement. The amount also takes into account a Five Hundred Twelve and 50/100 dollar (\$512.50) per month lease from the City to Contractor for the City's second floor office at the MDF administration

building beginning on July 1, 2020 and ending on December 31, 2024, unless the parties agree to an extension.

FF. In addition to the baseline Operating and Capital Cost Payment for calendar year 2022, on a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2021 which is One Million, Three Hundred Seventeen Thousand, Seventy and 73/100 dollars (\$1,317,070.73) as shown in Attachment T-1. The annual total Fuel and Electricity cost for 2021 is calculated based on the actual total Fuel and Electricity costs from October 2020 through September 2021. At the end of 2022, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2022 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2022. The payment will be made or credit applied during the first quarter of 2023.

GG. For calendar year 2022, City will pay Contractor Two Hundred Thirty Four Thousand, Four Hundred Ninety Five and 53/100 dollars (\$234,495.53) for operating expenses associated with Commercial Food Scrap Collection Program as shown in Attachment T-5A as adjusted by annual labor and non-labor contract inflation escalators.

HH. For calendar year 2022, City will pay Contractor Six Thousand, Four Hundred Sixty Six and 10/100 dollars (\$6,466.10) for operating expenses as shown in Attachment T-6A associated with Recycle More Program.

II. For calendar year 2022, City will pay Contractor One Hundred Sixty Eight Thousand, Seventeen and 55/100 dollars (\$168,017.55) for City's seventy (70) percent share of operating expenses of Two Hundred Forty Thousand, Twenty Five and 07/100 dollars (\$240,025.07) as shown in Attachment T-7 for operating costs associated with four "Partnership" sorting positions.

JJ. For calendar year 2022, City will pay Contractor Ninety Thousand, One Hundred Eighty Seven and 92/100 dollars (\$90,187.92) for City's seventy (70) percent share of capital expenses of Sixty Eight Thousand, One Hundred Ninety Nine and 71/100 dollars (\$68,199.71) as shown in Attachment T-9A and for City's seventy (70) percent share of operating costs of Sixty Thousand, Six Hundred Forty and 17/100 dollars (\$60,640.17) as shown in Attachment T-9B for operating costs associated with City-approved Clean MRF Upgrade Options.

KK. For calendar year 2022, City will pay Contractor Sixty One Thousand, Two Hundred Sixty Seven and 73/100 dollars (\$61,267.73) for annual operating expenses as shown in Attachment T-10A associated with the Commercial Sunday Collection Service.

LL. **Additional One-Time Supplemental Payment in 2022.** By October 31, 2022, the City will pay Contractor a One-Time Supplemental Payment of Seventy Four Thousand, Nine Hundred Ninety Six and 68/100 dollars (\$74,996.68) per month (which includes 3% Base Profit Margin) for each month prior to the execution of the 2022 contract amendment for the third year of CASP and Stormwater operations and related capital improvements.

MM. Calendar 2023 (Year 6). The Operating and Capital Cost Payment for calendar year 2023 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$647,329.23 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$92,509.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$788,525.45 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; all of which have been escalated into 2023 dollars according to the terms of the 2022 Contract Amendment. The Operating and Capital Cost Payment for calendar year 2023 will be calculated as follows:

Labor related costs as adjusted for 2022 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2022, which is calculated based on the actual total Fuel and Electricity costs from October 2021 through September 2022. At the end of 2023, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2023 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs

during 2023. The payment will be made or credit applied during the first quarter of 2024.

Starting on January 1, 2023, and annually thereafter, the City will pay Contractor an additional One Hundred Thousand dollars (\$100,000) for Stormwater Solutions contract costs for industrial stormwater treatment services. This non-labor operating cost. Starting in calendar year 2024, this cost will subject to the one plus two point five percent (1.025) escalator described in the next paragraph.

All other non-labor operating costs as adjusted for calendar year 2022 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2022, each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2023, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December

31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500 per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2022 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2023 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease

Reconciliation Review Process

NN. Calendar Year 2024 (Year 7). The Operating and Capital Cost Payment for calendar year 2024 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$667,968.51 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$90,457.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$811,026.71 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and (4) \$377,367.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be

escalated into 2024 dollars according to the terms of the 2022 Contract Amendment.

Starting in calendar year 2024, the Operating and Capital Cost Payment will also

include Enhanced Processing Capital Costs. The Operating and Capital Cost Payment

for calendar year 2024 will be calculated as follows:

Labor related costs as adjusted for 2023 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2023, which is calculated based on the actual total Fuel and Electricity costs from October 2022 through September 2023. At the end of 2024, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2024 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2024. The payment will be made or credit applied during the first quarter of 2025.

All other non-labor operating costs as adjusted for calendar year 2023 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2023 each party will be responsible for

50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2024, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2024 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2024 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease

Reconciliation Review Process

OO. Calendar Year 2025 (Year 8). The Operating and Capital Cost

Payment for calendar year 2025 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$689,279.73 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$88,334.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$834,188.09 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and (4) \$367,593.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2025 dollars according to the terms of the 2022 Contract Amendment.

The Operating and Capital Cost Payment for calendar year 2025 will be calculated as follows:

Labor related costs as adjusted for 2024 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2024, which is calculated based on the actual total Fuel and Electricity costs from October 2023 through September 2024. At the end of 2025, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2024 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for

overpayment by City based on actual Fuel and Electricity costs during 2025. The payment will be made or credit applied during the first quarter of 2026.

All other non-labor operating costs as adjusted for calendar year 2024 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2024 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2024, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2024 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2025 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease (if lease is extended)

Reconciliation Review Process

PP. Calendar Year 2026 (Year 9). The Operating and Capital Cost Payment for calendar year 2026 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$711,285.15 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$86,136.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$858,029.50 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and (4) \$357,477.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2026 dollars according to the terms of the 2022 Contract Amendment.

The Operating and Capital Cost Payment for calendar year 2026 will be calculated as follows:

Labor related costs as adjusted for 2025 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2025, which is calculated

based on the actual total Fuel and Electricity costs from October 2024 through September 2025. At the end of 2026, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2025 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2026. The payment will be made or credit applied during the first quarter of 2027.

All other non-labor operating costs as adjusted for calendar year 2025 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2025 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2025, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2024 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2026 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease (if lease is extended)

Reconciliation Review Process

QQ. Calendar Year 2027 (Year 10). [The Operating and Capital Cost Payment for calendar year 2027 will include the following additional compensation for the SB 1383 Contract Amendment: \(1\) \\$734,007.78 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; \(2\) \\$83,921.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and \(3\) \\$882,571.48 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and](#)

based upon 2022 dollars shown in Attachment T-17; and (4) \$347,006.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2027 dollars according to the terms of the 2022 Contract Amendment.

The Operating and Capital Cost Payment for calendar year 2027 will be calculated as follows:

Labor related costs as adjusted for 2026 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2026, which is calculated based on the actual total Fuel and Electricity costs from October 2025 through September 2026. At the end of 2027, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2026 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2027. The payment will be made or credit applied during the first quarter of 2028.

All other non-labor operating costs as adjusted for calendar year 2026 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period

ending on September 30, 2026 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2026, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2026 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2027 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease (if lease is extended)

Reconciliation Review Process

RR. Calendar Year 2028 (Year 11). [The Operating and Capital Cost](#)

[Payment for calendar year 2028 will include the following additional compensation for the SB 1383 Contract Amendment: \(1\) \\$757,471.39 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; \(2\) \\$82,207.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and \(3\) \\$907,835.20 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and \(4\) \\$336,169.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2028 dollars according to the terms of the 2022 Contract Amendment.](#)

The Operating and Capital Cost Payment for calendar year 2028 will be calculated as follows:

Labor related costs as adjusted for 2027 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2027, which is calculated based on the actual total Fuel and Electricity costs from October 2026 through September 2027. At the end of 2028, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2027 and either (a) the City will make a one-time additional payment to the

Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2028. The payment will be made or credit applied during the first quarter of 2029.

All other non-labor operating costs as adjusted for calendar year 2027 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2027 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2027, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2028 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2028 is therefore the sum of:

Labor Related Costs (Adjusted)
 Fuel and Energy Costs (Compared to Actuals)
 Other operating Costs (Adjusted)
 Capital Costs (Per Attachment T)
 MDF City Office Space Lease (if lease is extended)
 Reconciliation Review Process

SS. Calendar Year 2029 (Year 12). [The Operating and Capital Cost](#)

[Payment for calendar year 2029 will include the following additional compensation for the SB 1383 Contract Amendment: \(1\) \\$781,700.56 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; \(2\) \\$79,771.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and \(3\) \\$933,842.50 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and \(4\) \\$324,953.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B, all of which will be escalated into 2029 dollars according to the terms of the 2022 Contract Amendment.](#)

The Operating and Capital Cost Payment for calendar year 2029 will be calculated as follows:

Labor related costs as adjusted for 2028 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2028, which is calculated based on the actual total Fuel and Electricity costs from October 2027 through September 2028. At the end of 2029, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2028 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2029. The payment will be made or credit applied during the first quarter of 2030.

All other non-labor operating costs as adjusted for calendar year 2028 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2028 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2028, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment

factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2028 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2029 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease (if lease is extended)

Reconciliation Review Process

TT. Calendar Year 2030 (Year 13). ~~The Operating and Capital Cost Payment for calendar year 2030 will be calculated as follows:~~ [The Operating and Capital](#)

Cost Payment for calendar year 2030 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$806,720.70 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$77,248.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$960,615.88 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and (4) \$313,344.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2030 dollars according to the terms of the 2022 Contract Amendment. The Operating and Capital Cost Payment for calendar year 2030 will be calculated as follows:

Labor related costs as adjusted for 2029 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2029, which is calculated based on the actual total Fuel and Electricity costs from October 2028 through September 2029. At the end of 2030, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2028 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs

during 2030. The payment will be made or credit applied during the first quarter of 2031.

All other non-labor operating costs as adjusted for calendar year 2029 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2029 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2029, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2030 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2030 is therefore the sum of:

Labor Related Costs (Adjusted)
 Fuel and Energy Costs (Compared to Actuals)
 Other operating Costs (Adjusted)
 Capital Costs (Per Attachment T)
 MDF City Office Space Lease (if lease is extended)
 Reconciliation Review Process

UU. Calendar Year 2031 (Year 14). The Operating and Capital Cost Payment for calendar year 2031 will include the following additional compensation for the SB 1383 Contract Amendment: (1) \$832,558.05 for SB 1383 Expanded Commercial Collection costs as shown in Attachment T-5C; (2) \$74,637.00 for SB 1383 Collection Capital costs as shown in Attachment T-5D; and (3) \$988,178.55 for SB 1383 Enhanced Processing Costs, the escalated cost as shown in Attachment T-5C and based upon 2022 dollars shown in Attachment T-17; and (4) \$301,335.00 for SB 1383 Enhanced Processing Capital Costs as shown in Attachment T-17B; all of which will be escalated into 2031 dollars according to the terms of the 2022 Contract Amendment.

The Operating and Capital Cost Payment for calendar year 2031 will be calculated as follows:

Labor related costs as adjusted for 2030 will be multiplied by one plus three point five percent (1.035).

On a monthly basis, the City will pay the Contractor 1/12 of the annual total Fuel and Electricity cost for 2030, which is calculated based on the actual total Fuel and Electricity costs from October 2029 through September 2030. At the end of 2031, the parties will review the Contractor's actual documented costs (as verified by the City) for Fuel and Electricity costs incurred during 2029 and either (a) the City will make a one-time additional payment to the Contractor for additional Fuel and Electricity costs incurred by Contractor, or (b) the Contractor will provide a credit to the City for overpayment by City based on actual Fuel and Electricity costs during 2031. The payment will be made or credit applied during the first quarter of 2032.

All other non-labor operating costs as adjusted for calendar year 2030 will be multiplied by one plus two point five percent (1.025). If the Non-Labor Index exceeds 5% for the twelve-month period ending on September 30, 2030 each party will be responsible for 50% of all the increase in excess of 5%. For example, if the Non-Labor Index is 8% to be applied to calendar year 2030, then the City would pay Contractor an additional 1.5% (50% above 5%) for all non-labor cost categories in Attachment T-1 and the adjustment factor would be increased from 1.025 (2.5%) to 1.04 (4%) for that given year.

Capital costs will be as shown on Attachment T.

The City's monthly lease to the Contractor for the City's second floor office at the MDF administration building ending on December 31, 2024 unless the parties agree to an extension. The lease rate of Five Hundred dollars (\$500) per month will be increased by 2.5% annually beginning on January 1, 2022.

Compensation to Contractor will also be adjusted pursuant to the Reconciliation Review Process conducted during calendar year 2030 as described in Attachment U and U-1.

The Operating and Capital Cost Payment for calendar year 2031 is therefore the sum of:

Labor Related Costs (Adjusted)

Fuel and Energy Costs (Compared to Actuals)

Other operating Costs (Adjusted)

Capital Costs (Per Attachment T)

MDF City Office Space Lease (if lease is extended)

Reconciliation Review Process

12.04 Base Profit Margin. The City will pay Contractor an amount equal to three percent (3%) of the applicable Operating and Capital Cost Payment as the Contractor's base profit margin. This payment will be made monthly, concurrently with the Operating and Capital Cost Payment. For services not included in the base Operating and Capital Cost Payment, the three percent (3%) profit shall be added to certain services and not others, as described in Table 12.1 below.

12.05 Additional Payment For Throughput Over Baseline. If Contractor is required to process more than Eighty Thousand, Five Hundred Fifty (80,550) Tons during a calendar year, commencing with January 1, 2017, of Recyclable Materials, Yard Trimmings, other Compostable Materials and C&D Debris, City will pay an Additional Payment, as follows:

A. Expansion Capacity Level 1. An Additional Payment will be made on a unit basis (\$/ton) in accordance with the Unit Costs presented in the table below once the following two conditions are met in a given calendar year: (1) if the total Tons/year processed is greater than 80,550; and (2) if the Tons/year for each Processing Area is equal to or greater than 80% of the Baseline Tons/year for each Processing Area. The Additional Payment will be calculated as the number of Tons exceeding Baseline ton levels for each Processing Area up to the Expansion Capacity Level 1 tons shown in the table below multiplied by the Unit Cost (\$/ton) for the applicable Processing Area. The Unit Costs shown in the Tables below are in 2017 dollars and will be adjusted annually beginning in 2018 (for calendar year 2017) as described in Section 12.05 E. NOTE: The Unit Cost shown in the Tables below for the Composting Area will be used once Contractor receives direction from City that all required permits have been received for Contractor to compost Food Scraps, Yard Trimmings and other Compostable Materials on site at the City MDF. Until that time, the following Unit Cost for the Composting Area shall be used: \$26.85 per ton (in 2017 dollars) and will be adjusted annually beginning in 2018 (for calendar year 2017) as described in Section 12.05 E. See Sections 12.05 D and E for timing of the Additional Payment.

Expansion Capacity Level 1

	Baseline (Tons/Year)	Expansion Capacity Level 1 (Tons/Year)	Unit Cost (\$/Ton) (In 2017\$)
Composting Area	40,670	51,215	\$26.85
Clean MRF	19,290	27,720	\$76.73
Wood Processing	3,970	5,760	\$23.03
Source Separated C&D Processing	16,620	19,493	\$17.92
Total	80,550	104,188	

B. Expansion Capacity Level 2. An Additional Payment will be made on a unit basis (\$/ton) in accordance with the Unit Costs presented in the table below if the total Tons/year processed is greater than 104,188. The Additional Payment will be calculated as the number of Tons exceeding Expansion Capacity Level 1 tons for each Processing Area as shown in the table below multiplied by the Unit Cost (\$/ton) for each applicable Processing Area as shown in the table below.

Expansion Capacity Level 2

	Expansion Capacity Level 1 (Tons)	Expansion Capacity Level 2 (Tons)	Unit Cost (\$/Ton) (2017\$)
Composting Area	51,215	51,216 and above	\$29.40
Clean MRF	27,720	27,721 and above	\$79.28
Wood Processing	5,760	5,761 and above	\$25.57
Source Separated C&D Processing	19,493	19,494 and above	\$20.46
Total	104,188	104,189 and above	

C. Optional Mixed C&D Processing. If the City directs Contractor to implement a Mixed C&D Processing operation during the Term, the throughput bases

for the Additional Payment for Throughput Over Baseline described in Sections 12.05 A and B will be changed to those presented in the table below:

	Baseline (Tons/Year)	Expansion Capacity Level 1 (Tons)	Expansion Capacity Level 2 (Tons)
Composting Area	40,670	51,215	51,215 and above
Clean MRF	19,290	27,720	27,721 and above
Wood Processing	3,970	5,760	5,761 and above
Source Separated C&D Processing	16,620	19,493	19,494 and above
Mixed C&D Processing	4,250	9,455	9,456 and above
Total	84,800	113,643	113,644 and above

The unit costs presented in Sections 12.05 A and B shall remain unchanged. The Unit Costs for processing Mixed C&D shall be as follows, escalated in accordance with the terms of the Contract:

Expansion Capacity Level 1: \$40.92/Ton (in 2017\$)

Expansion Capacity Level 2: \$35.80/Ton (in 2017\$)

D. Payment. The Additional Payments, if any, will be made to Contractor on a monthly basis once the following two conditions are met: (1) the total Tons processed during the calendar year then in progress is greater than 80,550; and (2) the Tons processed in each Processing Area as of the date in question are equal to or greater than 80% of the Baseline Tons/year for each Processing Area. Once these two conditions are met, Contractor shall be paid Additional Payments as follows.

Example: For tons processed in the Clean MRF Processing Area, the number of tons

over 19,290 but less than 27,721 will be multiplied by the Unit Cost shown in the Expansion Capacity Level 1 table above (\$76.73/Ton in 2017\$) and the number of Tons over 27,720 will be multiplied by the Unit Cost shown in the Expansion Capacity Level 2 table above (\$79.28/Ton in 2017\$). Once the above-described two conditions are met, Contractor shall prepare documentation showing achievement of the two conditions along with an invoice for the Additional Payment amount earned for the month, and will submit these to City for approval and payment. City will verify the calculations and tonnages and, upon approval, City will pay the invoice within sixty (60) calendar days of submittal. This process will be repeated on a monthly basis for the remainder of the calendar year. In the event the total amount of the Additional Payment for the previous calendar year exceeds the amount included in the City's adopted 2-year budget for this line item, City shall pay Contractor one hundred percent (100%) of the budgeted amount on or before March 1. City shall then have sixty (60) days to present a budget adjustment to the City Council to seek approval to pay the remaining balance to Contractor.

E. Annual Adjustment of Unit Costs Per Ton and Reconciliation of Additional Payments. The Unit Costs per Ton listed in the tables above for each type of material will be adjusted as of March 2018 by multiplying each amount above by 100% plus the change in the Producer Price Index – Finished Goods Less Food and Energy (Series ID WPUFD4131) between the annual average for calendar year 2016 and the annual average for calendar year 2017.

In subsequent years the payments will be adjusted by multiplying the Unit Costs/Ton then in effect by 100% plus the change in the index specified above between

the annual average of the second preceding calendar year and the annual average of the immediately preceding calendar year. For example, in March 2019 the Unit Costs/Ton will be adjusted to reflect the change in the index between that for 2017 and that for 2018.

The change in the specified PPI index is not usually available from the Bureau of Labor Statistics until late January or early February of the succeeding calendar year. Therefore, in February of each year, the City will calculate the total PPI-adjusted Additional Payments due to Contractor for the entire preceding calendar year and reconcile that total against the amount already paid to Contractor for the preceding calendar year. If the total PPI-adjusted Additional Payments due to Contractor is greater than the sum of the monthly Additional Payments already paid to Contractor, City will pay Contractor for the difference. Contractor shall submit an invoice for the amount owed and City will pay the invoice within two (2) weeks of submittal and will strive to complete payment on or before March 1.

In the event the total of the monthly Additional Payments already paid to Contractor exceeds the PPI-adjusted total Additional Payments due to the Contractor for the preceding calendar year, City will deduct the difference from Contractor's monthly Operating and Capital Payment for March of the year following the year for which the Additional Payment is being calculated.

F. Maximum Allowable Throughput at MDF. The maximum tons of throughput through the Processing Areas listed in the tables above for the Napa MDF shall be the number of tons allowed by the permits for the facility including, but not

limited to, the Solid Waste Facilities Permit, the Authority to Construct issued by the Bay Area Air Quality Management District, the permit(s), Waste Discharge Requirements and Stormwater Permit from the State Water Resources Control Board and the Regional Water Quality Control Board, and all other permits, laws and regulations under which the MDF is required to operate. In the event of a disagreement between Contractor and City concerning the number of Tons of throughput permitted under any or all of the MDF permits, (including the CEQA documents upon which the permits are based) the decision of the City shall govern and shall be final.

G. Eligibility of Materials. Materials received at the MDF that are eligible for the Additional Payment are defined as the “OB Tonnage”. The OB Tonnage includes Tons of materials processed in the Composting Area, Clean MRF Area, Wood Processing Area and C&D Area with the following clarifications and exceptions. Metal appliances collected in roll off boxes are treated as “metal” and are eligible for the Additional Payment.

Inbound materials to the MDF from the Transfer Station are excluded. Materials received at the MDF for handling and transfer only, but not processing (e.g. Electronic Waste and Bulky Goods), are not included in the tonnage calculations for the Additional Payment. Materials collected by the Recycle More program are “transfer only” materials and are excluded. Materials received at the City MDF but already compensated by the City to Contractor by other methods (e.g., discarded carpet) shall also be excluded. Materials received at the City MDF that meet the definition of Pre-Processed, Baler-Ready Recyclable Materials; Pre-Processed, Market-Ready Recyclable Materials; and DRTS New Materials in this agreement are also excluded.

The eligibility of materials received at the MDF pursuant to the City's Agreement with Northern Recycling Operations and Waste Services, LLC shall be as stated in Section 6.04 of Attachment AA to that contract.

The net tonnage remaining after the above-described exclusions is the "OB Tonnage" and is the tonnage eligible for the Additional Payment.

H. Calculation of Additional Payment. Sample calculations for multiple scenarios for the Additional Payment are included in Attachment GG. The results of the examples are provided to illustrate the calculation methodology only. The variables in the examples, including sample tonnages and sample Unit Costs, are provided solely for illustration purposes and are not part of the Contract.

The parties have developed an Excel spreadsheet model to expedite calculation of the Additional Payment. The parties agree the Excel spreadsheet model was developed and is being used solely for the convenience of City and Contractor, but is not part of the Contract. In the event there is a difference or a discrepancy in the results of the Excel spreadsheet model calculations and calculations performed manually using the sample calculation methodology contained in Attachment GG, the City will work with Contractor to determine the source of the discrepancy or error. If a discrepancy remains after the parties' joint review, the City will use the results that follow the sample calculation methodology in making the final determination as to the amount of the Additional Payment earned by Contractor for the given calendar year.

12.06 Construction Management Fee. For City-approved subcontractor services for Modifications, as defined in Attachment F, Section 8.1.1, a 5% construction management fee will be added based on the total Modification cost approved by the

City, pursuant to Section 6.15 and Attachment F, Section 8.1.1. However, some direct pass-through costs are not subject to the 5% construction management fee, as determined by the City.

12.07 Incentives. Contractor shall be eligible to earn one, two or all three of the incentives described in this Section on an annual basis. The incentives are extra, non-guaranteed payments to reward the Contractor for achieving specific levels of performance as described herein. The incentives (if earned) shall be in addition to Contractor's Operating and Capital Cost Payment and other compensation described in Article 12. A description of each incentive, the method by which Contractor's eligibility for each incentive shall be determined, and the method by which the amount of each incentive payment (if earned) shall be calculated are contained in the following Attachments:

Targeted Incentive (TI)	Attachment V-1
Residue Reduction Incentive (RRI)	Attachment V-2
Collection Incentive (CI)	Attachment V-3

A sample glossary of the Soft Pak Scale System material and facility codes used in the incentive calculations appears in Attachment V-4.

A. Rounding Protocol. For the purpose of calculating the level of performance achieved by Contractor for each incentive the following protocols shall be used. All percentages shall be rounded to the nearest one-tenth of one percent. Decimal values ending in 0.01-0.04 shall be rounded down. Example: A result of 3.43%

would be rounded down to 3.4%. Decimal values ending in 0.05-0.09 shall be rounded up. Example: A result of 3.37% would be rounded up to 3.4%.

B. Cap On Incentives. The maximum amount that Contractor may earn annually for each incentive shall be as follows:

Targeted Incentive	\$100,000 per year
Residue Reduction Incentive	\$100,000 per year
Collection Incentive	\$100,000 per year

The amount of the cap for each incentive shall be adjusted annually (up or down) in late January or early February by the PPI Finished Goods Less Food and Energy Series ID WPUFD4131 published by the Bureau of Labor Statistics. The adjusted caps will be applied to the calculation of the incentives for the prior calendar year. (Example: The adjusted cap amounts calculated in January 2019 would be applied to the incentives calculated for calendar year 2018.) The method for calculation of the adjustment shall be as follows: Multiply the existing cap by one (1) plus the percentage change in the PPI between the annual average index for the preceding calendar year and the annual average index for the current calendar year. The amount of the caps listed herein shall be adjusted beginning January/February 2019.

With regard to the Targeted Incentive, the payment amount of one hundred dollars (\$100) per roll off box of eligible materials collected by Contractor and delivered to the MDF for processing, shall not be subject to the annual adjustments described in this Section 12.07.B. Similarly, with regard to the Collection Incentive, the payment amount of one thousand dollars (\$1,000) for each one-tenth of one percent increase

over the threshold amount achieved by Contractor, shall not be subject to the annual adjustments described in this Section.

C. Calculation of Incentives. Sample calculations for each incentive are included in Attachments V-1, V-2 and V-3. The parties have developed Excel spreadsheet models to expedite preparation of the incentive calculations contained in Attachments V-1, V-2 and V-3. The parties agree these Excel spreadsheet models were developed and are being used solely for the convenience of City and Contractor, but are not part of the Contract. The results of the calculations performed using the Excel spreadsheets shall not be determinative for purposes of deciding whether or not Contractor has earned any of the incentives in a given calendar year. In the event there is a difference or a discrepancy in the results of the Excel spreadsheet model calculations and calculations performed manually using the sample calculation methodology contained in Attachments V-1, V-2 and V-3, the City will use the results that follow the sample calculation methodology in making its determination as to whether or not Contractor has earned any of the incentives for the given calendar year. The decision of the City shall be final.

D. Payment. Any incentive payment that is earned by Contractor shall be paid annually to Contractor in a lump sum. The amount of any incentive payment(s) due to Contractor will be calculated by the City in late January or early February. City will transmit the information on the amount(s) due to Contractor. Contractor will submit an invoice to the City in February. The City will pay the invoice(s) on or before March 31. In the event Contractor owes a Residue Reduction Debit ("RRI Debit") payment to the City, the City will calculate the amount due in late January or

early February and issue an invoice to Contractor in February. Contractor shall pay the invoice on or before March 31. In the alternative, City may deduct the amount of the RRI Debit due to the City from the next Operating and Capital Cost Payment due to Contractor.

E. Retroactivity. Contractor shall be eligible to earn the incentives described in this Section 12.07 beginning with calendar year 2010. The incentive calculations and the amounts agreed upon as owed by City to Contractor for calendar years 2010, 2011, 2012 and 2013 are listed in Attachment KK to the Third Amendment and have been paid with interest that was calculated from April 1 of the year following the calendar year for which the incentives were earning at the following rates: nineteen point zero three percent (19.03%) for the 2010 incentive payments, fifteen point eight two percent (15.82%) for the 2011 incentive payments, and nine point eight five percent (9.85%) for the 2012 incentive payments. These interest rates were calculated based upon a portfolio invested as follows: half in conservative investments such as certificates of deposit and half in very aggressive investments such as the S&P stock market index fund; the rates included compounding of interest. The parties agreed there would be no interest paid on the incentive payments for 2013, therefore, the 2013 incentive payments were paid by City to Contractor without interest. The total paid by City to Contractor for the 2010-2013 incentive payments was Three Hundred Sixty Five Thousand, Six Hundred Fifty Seven and 65/100 dollars (\$365,657.65) as listed in Attachment KK to the Third Amendment.

F. Eligibility For Incentives. In order to be eligible to receive any incentive payments for a calendar year, Contractor must be in compliance with all

contract requirements including but not limited to, the materials marketing requirements in Attachment F, Section 4 concerning the “highest value uses” of the recovered materials, obtaining the best possible prices for materials and sorting recovered materials to meet market specifications.

G. Incentive Payments For Final Year of the Term. Contractor shall be paid any incentive payments due for the final calendar year of the Term on or before March 31 of the following year. If Contractor owes City a Residue Reduction Debit payment for the final calendar year of the Term, Contractor shall pay the debit amount on or before March 31 of the following year.

H. Targeted Incentive Deleted In Event of Exclusive Construction and Demolition Debris Collection. As of the Effective Date, collection of Construction and Demolition Debris in City is non-exclusive. Contractor competes with other companies to provide this service to builders, demolition firms, residents and businesses. In the event City elects to make Construction and Demolition Debris collection services exclusive to Contractor during the Term, the Targeted Incentive shall be eliminated as of the date Construction and Demolition Debris collection becomes exclusive to Contractor. City shall pay Contractor for any Targeted Incentive due for the period prior to the commencement of exclusivity, pursuant to the regular payment schedule described in Section 12.07(D). In such event, the maximum annual cap for the Collection Incentive and the Residue Reduction Incentive shall each be increased to One Hundred Fifty Thousand dollars (\$150,000.00) per year beginning in the calendar year immediately following the year in which Construction and Demolition Debris collection is made exclusive. In the event City elects not to make Construction and

Demolition Debris collection services exclusive, City may, but has no obligation to, develop additional incentives to reward Contractor for actively pursuing a greater market share for Construction and Demolition Debris collection services, to the extent it is beneficial for City ratepayers.

12.08 Share of Revenues from Sale of Recyclable Materials and Compost.

Gross revenue received from the sale or other disposition of materials from the MDF will be shared between Contractor and City in the following proportions:

Recyclable Materials and all other materials sold into the secondary materials market, including but not limited to, all paper grades, all types of plastics, all types of metals, all biochar and all glass:

Contractor: Thirty percent (30%)

City: Seventy percent (70%)

MDF Direct Materials Sales:

Contractor: Ninety-Five percent (95%)

City: Five percent (5%)

Payments received by Contractor pursuant to the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code Section 14000 *et seq.*), and any other similar program, for materials collected in Napa or processed at the Materials Diversion Facility shall also be shared:

Contractor: Thirty percent (30%)

City: Seventy percent (70%)

Revenues received by the City from Northern's direct sales of Electronic Waste and Covered Electronic Waste from the Transfer Station pursuant to Section 3D of the City-Northern Agreement in Attachment AA, shall not be shared with Contractor.

12.09 Napa Valley Unified School District.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Forty Eight Thousand, Four Hundred Seven dollars (\$148,407) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2017 through June 30, 2018.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Fifty Three Thousand, Six Hundred One dollars (\$153,601) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2018 through June 30, 2019.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Fifty Eight Thousand, Nine Hundred Seventy Seven dollars (\$158,977) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2019 through June 30, 2020.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Sixty Four Thousand, Five Hundred Forty One dollars (\$164,541) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2020 through June 30, 2021.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Seventy Thousand, Three Hundred dollars (\$170,300) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2021 through June 30, 2022.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Seventy Six Thousand, Two Hundred Sixty One dollars (\$176,261) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2022 through June 30, 2023.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Eighty Two Thousand, Four Hundred Thirty dollars (\$182,430) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2023 through June 30, 2024.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Eighty Eight Thousand, Eight Hundred Fifteen dollars (\$188,815) for providing

the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2024 through June 30, 2025.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Ninety Five Thousand, Four Hundred Twenty Four dollars (\$195,424) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2025 through June 30, 2026.

As shown in Attachment T-11, Contractor will be paid the amount of Two Hundred Two Thousand, Two Hundred Sixty Four dollars (\$202,264) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2026 through June 30, 2027.

As shown in Attachment T-11, Contractor will be paid the amount of Two Hundred Nine Thousand, Three Hundred Forty Three dollars (\$209,343) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2027 through June 30, 2028.

As shown in Attachment T-11, Contractor will be paid the amount of Two Hundred Sixteen Thousand, Six Hundred Seventy dollars (\$216,670) for providing the services described in Attachment E to the School District (other than those performed at

the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2028 through June 30, 2029.

As shown in Attachment T-11, Contractor will be paid the amount of Two Hundred Twenty Four Thousand, Two Hundred Fifty Three dollars (\$224,253) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2029 through June 30, 2030.

As shown in Attachment T-11, Contractor will be paid the amount of Two Hundred Thirty Two Thousand, One Hundred Two dollars (\$232,102) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2030 through June 30, 2031.

As shown in Attachment T-11, Contractor will be paid the amount of One Hundred Twenty Thousand, One Hundred Thirteen dollars (\$120,113) for providing the services described in Attachment E to the School District (other than those performed at the MDF, compensation for which is included in Section 12.03) during the period commencing July 1, 2031 through December 31, 2031.

The amounts stated above include all profit. The 3% Base Profit Margin described in Section 12.04 does not apply to these payments.

12.10 Unit-Priced Services and Allowances. The level of certain of the services that Contractor is required to provide cannot be accurately forecast. For that

reason, it is not possible to include the cost of those programs in the Annual Operating and Capital Payment provided for in Section 12.03. Instead, the parties have developed unit costs for some of these programs, including:

- collecting Bulky Goods in excess of two annual Bulky Goods collections per household
- On-call Commercial pallet collection
- City-directed collection/cleanup of spilled or illegally dumped materials
- which are set out on Attachment T-11.

The parties have also established annual budget allowances for some of these programs, including:

- Payment for Recycle More labor in lieu of Annual E-waste recycling collection event
- Development and maintenance of searchable recycling website
- annual recycling awards program

which are set out on Attachment T-11.

Payment for these services will be calculated and made as provided in Attachment T-11.

12.11 Additional Public Outreach. As part of the first cost review process in 2008, the City approved an annual \$10,000 payment to Contractor beginning January 1, 2009 for additional public outreach, as directed by the City, plus 3% base profit margin. The City reserves the right to adjust or cancel this additional compensation at its sole discretion.

12.12 Hauling & Disposal Costs of Organic Materials from MDF. The City and Contractor recognize that because of operating permit limits and/or limited recovery

options, the Contractor may need to haul certain organic materials away from the City MDF. The following subsections shall describe the related compensation for specific organic material flows:

A. Compostable Organics. Because of permit limits applicable to the MDF, Contractor may need to transfer compostable organics to another permitted composting facility to stay within legal tonnage processing limits. As allowed by governing permits and regulations, Contractor will receive inbound Compostables and Wood Material and process them through the organics pre-processing system described in Article 6 and Attachments F, G, H, and J of this Agreement. Once the organic materials have been processed through the organics pre-processing system, the Compostables that cannot be legally composted on site at the MDF will be transferred offsite to a third party composting facility pre-approved by the City (at the time of this contract amendment, that facility is the Zamora Compost facility in Yolo County) pursuant to Section 5.06. The transfer of these Compostables will occur with the permitted time limits allowed by applicable MDF permits (currently within 48 hours of receipt at the MDF). City will fully reimburse Contractor for the hauling cost for transfer of these Compostables based upon evidence of transportation costs and load specific information such as MDF issued outbound weight tickets. Because the long term intent of both City and Contractor is to process all Compostables and Wood Material on site at the MDF, no Base Profit Margin will be applied to the transportation reimbursement cost paid by City to Contractor.

B. Compost Overs. In accordance with Article 6 and Attachments F, G, H and J, once inbound Compostables have been processed on site at the MDF

through the organics pre-processing system, CASP and curing process, the finished product is subject to final screening through a trommel screen (or similar “screening” equipment). The finer (smaller) material is finished product and is marketed as Compost pursuant to Section 6.18. Depending on available onsite storage and processing capacity and/or available markets, the Contractor will now have Compost Overs that must either be screened further for a mulch product, reintroduced into the active compost process or be hauled away from the MDF to a third party facility pre-approved by the City (generally landfills such as Potrero Hills Landfill or Yolo County Central Landfill at the time of this contract amendment) pursuant to Section 5.04.1. City will fully reimburse Contractor for the hauling cost for transfer of the Compost Overs based upon evidence of transportation costs and load specific information such as MDF issued outbound weight tickets. If the receiving facility has a disposal cost (aka tip fee) for receiving Compost Overs, City will also reimburse these costs to Contractor in addition to transportation costs. Because there is an ongoing and necessary operational cost for hauling these materials away from the MDF, the Base Profit Margin will be applied to the transportation reimbursement cost paid by City to Contractor.

12.13 Adjustments for Changes. If the City has directed a change in scope of work under Sections 4.13 and 14.14 and either party believes that such change will increase or decrease the costs of providing service, the party which believes the Contractor’s compensation should be adjusted shall within thirty (30) calendar days submit to the other party a proposed adjustment and the parties shall thereafter meet and discuss the matter. Contractor shall promptly provide all relevant schedules,

supporting documentation and other financial information requested by the City to evaluate the necessity for an adjustment and the amount thereof.

Within ninety (90) days of the submission of the proposed adjustment, City will determine the amount of the adjustment, if any, and shall thereafter adjust the Contractor's compensation accordingly. Any adjustments will be made effective as of the date the change in service is implemented.

If the Contractor is dissatisfied with the decision of the City, any dispute shall be referred to and resolved by binding arbitration as provided in Section 12.16.

12.14 Extraordinary Events. The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions, nevertheless radically increase or decrease the cost of providing service such that the Contractor's compensation and the adjustment mechanism provided in this Contract result in Contractor suffering losses, or enjoying profits, which are substantially outside the commercially reasonable expectations of the parties. An example of such an event is an earthquake or flood which damages the Transfer Station, thus requiring Contractor to deliver MSW to a more distant Disposal Site. The obligation of the parties in such event is to act reasonably toward each other.

If one party believes such an event has occurred and warrants an increase or decrease in the Contractor's compensation, it shall notify the other, providing a full explanation and a proposed adjustment.

If the City refuses to increase compensation as requested by Contractor, Contractor may not terminate this Contract or refuse to continue to provide service. However, it shall have the right to invoke arbitration as provided in Section 12.16.

12.15 Information Supporting Requests. If a change in compensation is requested as a result of a change in the scope of work directed by City (Section 12.13), or an Extraordinary Event (Section 12.14), Contractor shall promptly furnish to City all relevant operational and financial information and records necessary.

12.16 Arbitration, Judicial Review. Differences between the parties over the application of Section 12.13 or 12.14 shall be settled by arbitration conducted in compliance with the provisions of the California Arbitration Act commencing with Section 1280 of the California Code of Civil Procedure, and the process specified in Attachment Y.

If Contractor is dissatisfied with a decision of the City under any other section of this Article 12, it may either (1) initiate arbitration as provided in Attachment Y or, (2) seek judicial review through mandamus as provided in California Code of Civil Procedure Section 1085 *et seq.* It hereby waives any right it might otherwise have to damages for breach of contract, tort or on any other basis.

Table 12.1 – Contractor Compensation Summary Table

Base Operating & Capital Cost Payment							
Item #	Compensation Item	Payment Amount Reference	Is 3% Base Profit Added? (Section 12.04)	Paid at what Intervals	Payments Begin	Payments End	Contract Section containing scope of work
1.	Base Operating & Capital Cost Payment (with organic organics pre-processing system without CASP)	Section 12.04 and Attachments T-1, T-2, T-3 & T-4	Yes	Monthly	Effective 4/1/18	12/31/19	Entire Contract
2.	Operating & Capital Cost Payment (with organic organics pre-processing system and CASP)	Section 12.04 and Attachments T-1, T-2, T-3, T-4 (based on T-13, T-13B, T-15B, T-16 and T-16B)	Yes	Monthly	Effective 1/1/20	12/31/20	Entire Contract
3.	Operating & Capital Cost Payment (with organic organics pre-processing system and CASP)	Section 12.04 and Attachments T-1, T-2, T-3 & T-4 (based on T-13B, T-14, T-15B, T-16 and T-16B)	Yes	Monthly	Effective 1/1/21	12/31/31	Entire Contract
One-Time Payments							
Item #	Compensation Item	Payment Amount Reference	Is 3% Base Profit Added? (Section 12.04)	Paid at what Intervals	Payments Begin	Payments End	Contract Section containing scope of work
4.	One-Time Operating Cost Supplemental Payment for period between 7/1/17 and 5/31/18	Section 12.03.H; Attachments T-1 & T-4 (City paid Contractor for the increase in labor costs (3.5%) from 7/1/17 through 12/31/17 and the increase in labor (3.5%) and non-labor costs (2.5%) from 1/1/18 through 5/31/18)	Yes	Lump Sum of difference between paid operating costs and 2018 Amendment operating costs	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Entire Contract (for the period of 7/1/17 to 5/31/18)
5.	One-Time Supplemental Payment for 95% of Direct Materials Sales between 1/1/18 and 3/31/18	Section 12.03.H	No	Lump Sum of difference between previous 30% contractor share and enhanced 95% share of Direct Materials Sales between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 6.18
6.	One-Time Supplemental Payment for Commercial Food Scrap Collection Program between 1/1/18 and 3/31/18	Section 12.03.H; Attachment T-5A & T-5B (monthly calculation between 1/1/18 and 3/31/18)	Yes	Lump Sum of difference between previous monthly program payment and cost between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Attachment B, Section 3
7.	One Time Supplemental Payment for Recycle More program between 1/1/18 and 3/31/18	Section 12.03.H; Attachments T-6A, T-6B & T-12 (monthly calculation between 1/1/18 and 3/31/18)	Yes	Lump Sum of difference between previous monthly program payment and cost between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Attachment B, Section 7.02
8.	One-Time Supplemental Payment for Additional City-Approved options for Clean MRF Upgrade monthly costs between 1/1/18 and 3/31/18	Section 12.03.F; Attachment T-9A & T9B (70% City share of capital and costs; monthly costs between 1/1/18 and 3/31/18)	No on capital cost (Attachment T-9A); Yes operating costs (Attachment T-9B)	Lump Sum of monthly capital costs between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 6.09 & Attachment F, G & H

9.	One-Time Supplemental Payment for City's share of the Partnership Program positions monthly costs between 1/1/18 and 3/31/18	Section 12.03.H; Attachment T-7 (70% City share of operating costs; monthly costs between 1/1/18 and 3/31/18)	Yes	Lump Sum of monthly operating costs between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 6.09 & Attachment F, G & H
10.	One-Time Supplemental Payment for NVUSD service monthly cost between 1/1/18 and 3/31/18	Section 12.03.H & Attachment T-11 (monthly cost between 1/1/18 and 3/31/18)	Yes	Lump Sum of monthly operating costs between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 4.07 & Attachment E
11.	One-Time Supplemental Payment for Allowance Based Programs monthly cost between 1/1/18 and 3/31/18	Section 12.03.H & Attachment T-11 (monthly cost between 1/1/18 and 3/31/18)	No	Lump Sum of monthly operating costs between 1/1/18 and 3/31/18	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 11.03 & Attachment B, Section 5
12.	One-Time Additional Payment for Enhanced Over-Baseline Throughput Payment between 1/1/17 and 12/31/17	Section 12.03.H & Attachment GG	No	Lump Sum for balance owed from 1/1/17 and 12/31/17	NA – Lump Sum Supplemental Payment to be made by City no later than 6/30/18	Payment to be made by City no later than 6/30/18	Section 6.09 & Attachment F
13.	One-Time Supplemental Payment for first year of CASP and Stormwater operations for period between 1/1/20 and 12/31/20	Section 12.03.P; Difference between previous City payments and adjusted 2020 Attachment T-1	Yes	Lump Sum of \$916,834.24 for total annual cost (inclusive of 3.24% LAIF interest)	NA – Lump Sum Supplemental Payment to be made by City no later than 10/31/22	Payment to be made by City no later than 10/31/22	Entire Contract (for the period of 1/1/20-12/31/20)
14.	One-Time Supplemental Payment for period between 1/1/21 and 12/31/21 for second year of CASP/Stormwater and related capital improvements	Section 12.03.DD; Difference between previous City payments and adjusted 2021 Attachment T-1	Yes	Lump Sum of \$902,113	NA – Lump Sum Supplemental Payment to be made by City no later than 10/31/22	Payment to be made by City no later than 10/31/22	Entire Contract (for the period of 1/1/21-12/31/21)
15.	One-Time Supplemental Payment per month for each month prior to the execution of the 2022 Contract Amendment for the third year of CASP/Stormwater and related capital improvements	Section 12.03.LL; Difference between previous City payments and adjusted 2022 Attachment T-1	Yes	Lump Sum of \$72,299.78 per month	NA – Lump Sum Supplemental Payment to be made by City no later than 10/31/22	Payment to be made by City no later than 10/31/22	Entire Contract (for each month prior to execution the 2022 contract amendment)
Additional Payments for Other Programs							
Item #	Compensation Item	Payment Amount Reference	Is 3% Base Profit Added? (Section 12.04)	Paid at what Intervals	Payments Begin	Payments End	Contract Section containing scope of work
16.	SB 1383 Expanded Commercial Food Scraps (Compostables) Collection	Section 12.03 & Attachment T-5C	Yes	Monthly	Effective 1/1/2023	12/31/2031	Articles 4, 5, 7 and 9 (section 9.07) & Attachments B, L and N
17.	SB 1383 Commercial Food Scraps (Compostables) Collection Capital Costs	Section 12.03 & Attachment T-5C	No	Monthly	Effective 1/1/2023	12/31/2031	Articles 4, 5 and 7 & Attachment B (section 3.8), L, M-1B, M-2 and N
18.	SB 1383 Enhanced Processing Costs	Section 12.03 & Attachment T-17	Yes	Monthly	Effective 1/1/2023	12/31/2031	Article 6 & Attachments F, J, M-1B, M-2 & N

	19.	SB 1383 Enhanced Processing Capital Costs	Section 12.03 & Attachment T-17B	No	Monthly	Effective 1/1/2024	12/31/2031	Article 6 & Attachments F, J, M-1B, M-2 & N
	20.	SB 1383 Required Quarterly MDF Facility Audits/Sampling	Sections 12.13, 12.14 or 12.15 (as applicable) & Attachment F, Section 3.13.1	Yes	Quarterly (as approved subcontractor costs are incurred)	Effective 1/1/2023	12/31/2031	Article 6 & Attachments F (section 13.13.1) and R
	16. 21.	NVUSD service	Section 12.13 & Attachment T-11	Yes	Monthly	4/1/18 (adjustment each July 1st thereafter)	12/31/31	Section 4.07 & Attachment E
	17. 22.	Unit Cost-Based Programs	Section 12.10 & Attachment T-11	No	Monthly (if performed)	4/1/18	12/31/31	Section 4.11 & Attachment B, Section 5
	18. 23.	Allowance Based Programs	Section 12.10 & Attachment T-11	No	Monthly (if performed)	4/1/18	12/31/31	Section 11.03 & Attachment B, Section 5
	19. 24.	30% of Secondary Materials Sales	Section 12.08	No	Weekly (if secondary materials sales deposit is made)	4/1/18	12/31/31	Section 6.18
	20. 25.	95% of Direct Materials Sales (i.e., compost, gravel, top soil, etc.)	Section 12.08	No	Monthly	4/1/18	12/31/31	Section 6.18
	21. 26.	Commercial Food Scrap Collection Program	Section 12.03 & Attachments T-5A & T-5B	Yes	Monthly	4/1/18	12/31/31	Attachment B, Section 3
	22. 27.	Recycle More Program	Section 12.03 & Attachments T-6A, T-6B & T-11	Yes	Monthly	4/1/18	12/31/31 (unless terminated by City)	Attachment B, Section 7.02 & Attachment T-11
	23. 28.	“Partnership” Glass and Mixed Plastics Sorting Positions	Section 12.03 & Attachment T-7 (70% City share of costs)	Yes (on City’s 70% share)	Monthly	4/1/18	12/31/31 (unless terminated by City)	Section 6.09 & Attachments F, G & H
	24. 29.	Proposed Biomass Gasification Plants at Materials Diversion Facility	Attachment T-8 Placeholder, Future Contract Amendment	Yes (on non-capital costs)	Likely Monthly (Based on Final terms of Future Contract Amendment)	Effective Date of Future Contract Amendment	Likely 12/31/31 but governed by Future Contract Amendment	Section 6.24 & Attachments F, G & H (to be addressed in Future Contact Amendment)
	25. 30.	Additional City-Approved options for Clean MRF Upgrade (glass cleaning system and sorting robot)	Section 12.03 & Attachment T-9A & T9B	No on capital cost (Attachment T-9A); Yes operating costs (Attachment T-9B)	Monthly	4/1/18	12/31/31	Section 6.09 & Attachments F, G & H
	26. 31.	New Commercial Sunday Collection Service	Section 12.03 & Attachments T-10A & T-10B	Yes	Monthly	7/1/18	12/31/31 (unless terminated by City)	Articles 4, 5, 7 & Attachment B, Section 3
	27. 32.	Additional public outreach	Attachment U (2009 to present) \$10,000 per year and Section 12.11	Yes	Monthly	1/1/2009	12/31/31	Attachments B and U
Volume or Unit-Based Compensation								
Item #	Compensation Item		Payment Amount Reference	Is 3% Base Profit Added? (Section 12.04)	Paid at what Intervals	Payments Begin	Payments End	Contract Section containing scope of work

28 <u>33</u>	Enhanced Over-Baseline Throughput Payment	Section 12.05 & Attachment GG	No	Monthly (once threshold is achieved) with year-end PPI adjustment and reconciliation	1/1/18 (applicable annually with first payment for materials processed in calendar year 2017	12/31/31 (with final calendar year PPI adjustment and payment made in 2032 for materials processed in calendar year 2031)	Section 6.09 & Attachment F
29 <u>34</u>	Diversion Incentive Payments	Section 12.07	No	Annually (to be calculated and paid by City in late February/early March)	1/1/18	12/31/31 (with final calendar year 2031 payment made in 2032	Entire Contract (calculation process in Section 12.06 and much of related reporting in Attachment R)
30 <u>35</u>	Carpet Processing Payments	Attachment B, section 7.03	No	Monthly (based on inbound carpet received and processed at MDF)	1/1/18	12/31/31	Article 6, Attachment F & Attachment B, section 7.03
34 <u>36</u>	Hauling Costs of Compost Overs to Potrero Hills Landfill or other City-approved Landfill	Section 12.12	Yes	Monthly (per ton transportation & tip fee costs based on documented subcontractor costs and cross-referenced to MDF weight records))	1/1/18	12/31/31 (unless terminated by City)	Section 5.04.1 & Attachment B
32 <u>37</u>	Hauling Costs of Compostable Materials to Zamora Compost Facility or other City-approved compost facility	Section 12.12	No	Monthly (per load transportation cost based on documented subcontractor haul cost and cross-referenced to MDF weight records)	1/1/18	12/31/31 (unless terminated by City)	Section 5.06 & Attachment B
33 <u>38</u>	Fuel and Electricity Costs	Section 12.03	Yes (if paid through Contractor)	Monthly (based on previous actual and projections); reconciled annually against actual documented costs	1/1/18	12/31/31	Section 12.03, Article 4, 5, 6, 7 & Attachments B & F
34 <u>39</u>	Biochar Sales & Sale of Power to Pacific Gas & Electric	Related to Proposed Biomass Plants & Future Contract Amendment; likely addition to Section 12.07	No	Likely Monthly @ 30% of revenue from Biochar Sales to Contractor and 0% of power sales to PG&E; to be determined by Future Contract Amendment	Effective Date of Future Contract Amendment	Likely 12/31/31 but governed by Future Contract Amendment	Section 6.24 & Attachment F (to be addressed in Future Contact Amendment)
35 <u>40</u>	Low Carbon Fuel Standard (LCFS) credit sales under California program; Renewable Identification Numbers (RINs) under Federal Renewable Fuel Standard Program	Related to Proposed Anaerobic Digestion to Biofuel System & Future Contract Amendment; likely addition to Section 12.07	No	N/A – Likely 100% retention of revenue by City; to be determined by Future Contract Amendment	Effective Date of Future Contract Amendment	Likely 12/31/31 but governed by Future Contract Amendment	Section 6.25 & Attachment F (to be addressed in Future Contact Amendment)
Change in Scope or Subcontractor Services							
Item #	Compensation Item	Payment Amount Reference	Is 3% Base Profit Added? (Section 12.04)	Paid at what Intervals	Payments Begin	Payments End	Contract Section containing scope of work
36 <u>41</u>	Other City-approved new Contractor services, capital repair/maintenance, or City-approved subcontractor services that	Sections 12.13, 12 <u>14</u> or 12 <u>15</u> (as applicable) & Attachment F, Section 3.10.4.5	Yes, for City-approved subcontractor services and new City-approved Contractor services. However, some	Monthly (generally)	Beginning of month as requested by City	Case by case dependent on type of service requested; most subcontractor	Written description and approval from City citing Sections 4.13 or 14.14 (as applicable) for

	are not related to Modifications (as directed by the City)		direct pass-through costs such as per ton gate, disposal fees, capital repairs/maintenance are not subject to the 3% Base Profit, as determined by the City.			work directed by the City will be limited in scope and duration	changes in scope of services
37 <u>42</u>	City-approved subcontractor services for Modifications (as directed by the City)	Sections 6.15, 12.03 and 12.06 & Attachment F, Section 8.1.1	No. For City-approved subcontractor services for Modifications (as defined in Attachment F, Section 8.1.1), a 5% construction management fee will be added based on the total Modification cost approved by the City. However, some direct pass-through costs are not subject to the 5% construction management fee, as determined by the City.	Monthly (generally)	Beginning of month as requested by City	Case by case dependent on type of public works/capital improvements requested; most subcontractor work directed by the City will be limited in scope and duration	Written description and approval from City pursuant to process in Sections 6.15 and Attachment F, Section 8.1.1
38 <u>43</u>	Special compensation for Napa Pipe development project growth	Section 12.03 & Attachments U and U-1	No, the applicable per residential household compensation is identified in Attachment U-1, Table U-1B.	Monthly (as adjusted per monthly Attachment R reporting)	Within 30 days of receiving an invoice for the increase the number of residential households required to be serviced by Contractor after Napa Pipe development project is occupied and reported in the monthly collection reports set forth in Attachment R	12/31/31	Written description of collection services in Article 4 and Attachment B and description of compensation and reporting requirements in Attachments R, U and U-1

Attachment A

Definitions

Act: “Act” means the California Integrated Waste Management Act of 1989, as amended, Public Resources Code Sections 40000, *et seq.*

Additional Payment: “Additional Payment” means the amount due to Contractor for processing materials in excess of specified tonnages, as described in Section 12.05.

Affiliated Entity: “Affiliated Entity” means any Person which is related to the Contractor by virtue of a direct or indirect ownership interest or common management. Affiliated Entities include (1) a person in which the Contractor has a direct or indirect ownership interest, (2) a person which has a direct or indirect ownership interest in Contractor, and (3) a person which is owned or controlled by any person which has a direct or indirect ownership interest in Contractor.

For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of the Internal Revenue Code, in effect as of the Effective Date, shall apply except that “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and Section 318(a)(3)(C).

Alternative Fuel Vehicle: “Alternative Fuel Vehicle” means a vehicle whose engine uses a fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably low emissions of air pollutants regulated under the federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.* or the California Clean Air Act, Health and Safety Code Section 39000 *et seq.*

Authorized Recycling Agent: “Authorized Recycling Agent” has the meaning set forth in Public Resources Code Section 40105.

BAAQMD: “BAAQMD” means the Bay Area Air Quality Management District, a regional agency charged with attaining and maintaining air quality in its jurisdiction, which includes the counties of Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara and Napa, and portions of two others – southwestern Solano and southern Sonoma.

Broker Fee: “Broker Fee” means any remuneration paid by Contractor to a third party or exacted from Contractor by a third party for the act of brokering or facilitating the sale or exchange of Recyclable Materials, Compost, Recovered Materials, energy or any other materials marketed by Contractor from the MDF. Broker Fee includes, but is not limited to, any charge, flat fee, percentage, deduction from total revenue owed or paid for materials, or any other remuneration charged, claimed or exacted (including any trade, barter, or exchange for services or other goods) by a business, Person, organization or any other entity due to facilitating the sale of Recyclable Materials, Compost, Recovered Materials, energy or any other materials marketed by Contractor from the MDF. Broker

Fee does not mean adjustments made to the price paid for materials due to the quality of the materials (such as moisture deductions or downgrading of material type due to poor quality and/or contamination) nor does Broker Fee mean transportation costs or other freight or shipping costs, demurrage fees or other routine costs for storage and transportation of the materials.

Bulky Goods: “Bulky Goods” means furniture, household or industrial appliances, shipping crates and containers, and other large, bulky or heavy objects not normally discarded on a regular basis at Residential, Commercial or Business Establishments.

Buyer Paid Tons: “Buyer Paid Tons” means the price that a purchaser paid for a specified number of Tons in a given materials shipment or load that is marketed by Contractor from the MDF. Buyer Paid Tons may differ from the actual number of Tons in the outbound weight of the materials taken at the MDF scales due to moisture, contamination, packaging weight, or other difference in the weight of the load when it is weighed at the buyer’s scales.

CalRecycle: “CalRecycle” means the California Department of Resources Recycling and Recovery, and any successor agencies.

Cathode Ray Tubes (CRTs): “Cathode Ray Tubes” or “CRTs” means a computer or television monitor with the yoke still attached that has been separated from an electronic device.

City: "City" shall mean the City of Napa, a California charter city, acting pursuant to the authority of California Constitution, Article XI, Sections 5 and 7, and the City of Napa City Charter, initially ratified by the voters of the City on December 16, 1914.

City Council: “City Council” means the City Council of the City of Napa, as defined by Section 5 of the City Charter of the City of Napa.

City Limits: “City Limits” means the geographical territory within the boundaries of incorporation for the City, as determined in accordance with the Cortese-Knox-Hertzberg Local Government Reorganization Act (California Government Code Sections 56000 – 57550).

City Manager: “City Manager” means the City Manager of the City of Napa, as defined by Section 85 of the City Charter of the City of Napa, or a designee of the City Manager.

City-Northern Agreement: “City-Northern Agreement” means the agreement between the City and Northern Recycling Operations and Waste Services, LLC dated July 6, 2010 (City Agreement No. 2010-147) as amended August 18, 2016, and all future amendments thereto. The City-Northern Agreement is Attachment AA to the Contract. All future amendments to Attachment AA will result in an automatic amendment to the Contract to replace the amended Attachment AA.

Clean Materials Recovery Facility (Clean MRF): “Clean Materials Recovery Facility” or “Clean MRF” means that portion of the MDF that processes source and type-separated recyclables and commingled recyclables.

Clean MRF Fines: “Clean MRF Fines” means materials left over on the MDF Clean MRF sorting belt after Recyclable Materials have been sorted off the belt. Clean MRF Fines generally consist of lower grades of paper (fiber), missed beverage containers, other types of containers and some non-recyclable residue. Current industry practice is to sell or pay a negative value to a fiber buyer or other buyer who will further sort the Clean MRF fines to recover the lower fiber grades and missed beverage containers plus other types of containers.

Co-Collected Yard Trimmings and Food Scraps: “Co-Collected Yard Trimmings and Food Scraps” means organics including yard trimmings generated at a residential, commercial or industrial premises that are co-collected with food waste generated at the same residential, commercial or industrial premises (including a single-family dwelling, duplex, triplex, fourplex or a multi-family complex). “Co-Collected Yard Trimmings and Food Scraps” are stored together in containers and are collected together. Co-collected yard trimmings and food scraps shall not contain over 50% food scraps, by weight.

Collection: “Collection” means the taking of physical possession of MSW, Recyclable Materials and Yard Trimmings from Customers, and their transport to the MDF or Transfer Station.

Commercial and Business Establishments: “Commercial and Business Establishments” means all hotels, motor courts, restaurants, offices or office buildings, stores, warehouses, factories, Multi-Family Complex, all other premises used for functions other than dwelling units. “Commercial and Business Establishments” also means a building, dwelling unit or complex containing multiple residential dwelling units that houses more than one dwelling unit which has centralized collection points for MSW and recyclable materials and that does not have individual collection service for these materials at each unit; MSW and recyclable materials are collected from carts, bins, roll-off boxes and/or compactors located in one or more enclosures on the property. “Commercial and Business Establishments” does not include accessory dwelling units.

Commercial Premises: “Commercial Premises” means any premises occupied by stores, offices, and other commercial facilities providing goods or services and, solely for purposes of this Contract, dwelling units in residential developments wherein such dwelling units are not provided individual collection service nor individually billed by Contractor but are instead serviced through central collection by bin, roll-off and /or compactor and billed by a Homeowners Association or property manager.

Commingled Recyclables: “Commingled Recyclables” means Recyclable Materials collected by a dual-stream system, a single-stream system, or other collection method whereby materials are not considered Source and Type Separated.

Compost: “Compost” means the product resulting from the controlled biological decomposition of organic wastes which are source separated from the municipal solid waste stream, or which are separated at the Materials Diversion Facility and includes vegetable (e.g., food waste), yard and wood wastes that are not hazardous wastes.

Compostables: “Compostables” means those materials that are processed in a controlled biological decomposition process, which are source separated from the municipal solid waste stream. Compostables include biodegradable materials, such as food scraps, soiled paper products and yard trimmings that do not contain Hazardous Waste. Compostables may be processed via composting in CASP, anaerobic digestion, or another processing method.

Composting: “Composting” means the controlled microbial degradation of organic materials yielding a safe and nuisance-free finished product called compost, a soil amendment suitable for incorporating into topsoil and for growing plants.

Composting Area: “Composting Area” means the area at the MDF that is specifically designed and used for composting-related activities.

Compost Overs: “Compost Overs” means organic material that has already been processed through the active composting phase and has been directed to the final screening phase at the MDF. Compost Overs means the larger material screened out from the final screening phase while the smaller screened material will be directed for curing and sale as finished compost.

Containers: “Containers” means watertight metal or plastic objects with lids or covers, designed, and used to hold MSW, recyclable materials, compostables, or cooking oil/grease prior to collection. Containers include wheeled carts with lids, bins, open-top roll-off boxes, compactors, and oil/grease tanks.

Construction and Demolition (C&D) Debris: “Construction and Demolition Debris” includes waste building materials, packaging and rubble resulting from construction, remodeling, repair or demolition operations on pavements, houses, commercial and industrial buildings, and other structures and improvements.

Containers: “Containers” means any object designed and used to hold MSW, recyclable materials or yardwaste to be collected by the Contractor. Containers include carts, bins, open-top roll-offs, and compactor roll-offs.

Contamination: “Contamination” means materials which are not specified for collection in particular containers or for processing in particular areas of the MDF and which would either interfere with such processing or reduce the quality and value of the Recovered Materials. For example, for purposes of collection (described in Attachment B), placing metals or plastics in a container labeled “Yard Trimmings” constitutes Contamination because it would interfere with the equipment and processes used to compost or mulch the Yard Trimmings. Similarly, placing food scraps in a container labeled “Recyclable

Materials” would contaminate the Recyclable Materials, making it more difficult to properly sort and process them for marketing. The materials specified for collection in containers to be delivered to the MDF are described in Attachment B. The materials specified for processing in particular areas of the MDF are described in Attachment F.

Contract: “Contract” means this Amended and Restated Contract between the City and Contractor which includes the Initial Agreement, as amended and restated as of October 18, 2022, including all attachments, and any further amendments hereto.

Contractor: “Contractor” means Napa Recycling & Waste Services, LLC, which is the “Authorized Contractor” referred to in Section 5.60.010 of the City’s Municipal Code. The Contractor is the City’s authorized recycling agent.

County: “County” means the County of Napa.

Covered Electronic Waste: “Covered Electronic Waste,” as defined in Public Resources Code Section 42463, as amended, means a video display device, such as a television or computer screen, containing a screen measuring at least four inches measured diagonally (excluding video displays in automobiles, freezers, refrigerators, microwaves, clothes washers, clothes dryers, conventional ovens or ranges, room air conditioners, dehumidifiers and air purifiers).

Customer: “Customer” means the owner, occupant or user of Premises at which MSW, Recyclable Materials or Compostables are generated and collected by Contractor.

Designated Hauler: “Designated Hauler” means the company or companies which from time to time are granted the right to collect MSW, Recyclable Materials and Compostables within the Participating Agencies and deliver it to the Materials Diversion Facility.

Diversion: “Diversion” means any combination of recycling and composting activities conducted at the MDF that reduces waste disposed of at the Transfer Station.

Direct Materials Sales: "Direct Materials Sales" means materials processed at the MDF and sold directly to buyers as a finished product. Examples include compost, gravel, top soil, and wood mulch. Unlike secondary materials sales products, Direct Materials Sales products are not intended as feedstock for a manufacturing process. Materials processed at the MDF are presumed to be secondary materials sales products unless they are a finished product.

DRTS New Materials: “DRTS New Materials” means materials not included in the definitions of Pre-Processed, Baler-Ready Recyclable Materials, Pre-Processed, Market-Ready Recyclable Materials, or DRTS Pre-Sorted Mixed Recyclable Materials, that are delivered to the Transfer Station and that require baling and marketing. Pursuant to the City’s agreement with Contractor’s Affiliate Northern in Attachment AA, the City has the right of first refusal to bale and market such materials. The following materials are excluded from DRTS New Materials: loose, unbaled scrap metal, wood, drywall,

sheetrock, concrete and asphalt that are already being sorted and marketed directly by Northern from the Construction and Demolition sorting line at the Transfer Station as of January 1, 2008.

DRTS Pre-Sorted Mixed Recyclable Materials: “DRTS Pre-Sorted Mixed Recyclable Materials” means a mix of two or more Recyclable Materials delivered by Northern to the MDF from the Transfer Station; collected, stored, delivered or pre-sorted such that different material types are mixed together and are not completely source or type separated. Such materials must be further sorted and processed before they are ready to go to market. DRTS Pre-Sorted Mixed Recyclable Materials does not include Single Stream Recyclable Materials (as defined in the agreement between the City and Northern in Attachment AA), regardless of their residue content.

Dual-Stream Recyclables (Dual-stream): “Dual-Stream Recyclables” means those recyclable materials collected by a two-stream collection system as separated by the Customer with one stream consisting of a mixture of metals, glass, plastics #1-7, and a second stream consisting of a mixture of all paper grades.

Effective Date: “Effective Date” means the date identified in Section 3.01.

Electronic Waste (E-waste): “Electronic Waste” or “E-Waste” means discarded consumer electronic products at or nearing the end of their useful life. E-waste includes CRTs, computers, televisions, cell-phones, stereos, copiers, and fax machines.

Environmental Laws: “Environmental Laws” means all federal and state statutes, county and city ordinances concerning public health, safety and the environment including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Federal Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the California Integrated Waste Management Act, California Public Resources Code Section 40000 *et seq.*; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 *et seq.*; the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 *et seq.*; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 *et seq.*; the California Clean Air Act, Health and Safety Code Sections 39000 *et seq.*; the California Hazardous Materials Response Plan and Inventory Act, Health and Safety Code Sections 25500 *et seq.*, as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Food Scraps: “Food Scraps” means all surplus, spoiled or unsold food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, eggshells and solid fats, oils & grease (no liquids).

Food-Soiled Paper: “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, coffee filters, tea bags, wax paper, butcher paper and waxed cardboard, paper take out boxes, paper egg cartons, and milk cartons.

Food Waste: “Food waste” means surplus, spoiled, or unsold food such as vegetables and culls, as well as plate scrapings.

Fuel and Electricity: "Fuel and Electricity" means fuel for the Contractor's fleet only and electricity for the MDF as described in Article 6.16. Fuel and Electricity does not include fuel or electricity costs incurred by the full customer service center within City limits or by Affiliated Entities. The City will compensate Contractor for Fuel and Electricity costs as set forth in Article 6.16 and Article 12.

Fuel Index: “Fuel Index” is calculated by utilizing two separate indices – one for No. 2 diesel fuel and the other for natural gas. For diesel vehicles, the appropriate index is the Producer Price Index for No. 2 Diesel Fuel (Series ID WPU05730302), not seasonally adjusted, issued by the United States Department of Labor, Bureau of Labor Statistics. The annual Diesel Fuel Index for 2003 was 125.8. For the CNG vehicles, the appropriate index is the Producer Price Index for Natural Gas Fuels and Related Products and Power (Series ID WPU0531), not seasonally adjusted, issued by the United State Department of Labor, Bureau of Labor Statistics. The annual CNG Fuel Index for 2003 was 214.5.

The percentage change in the annual index for both fuels, from one year to the next, will be calculated. Then, the two percentage changes for diesel and natural gas will be combined to create a weighted average fuel index escalator to be applied to the Fuel Costs in Attachment T. The two indices will be weighted in proportion to the composition of the collection vehicle fleet, which in 2006 is scheduled to be eighteen (18) diesel vehicles and seven (7) CNG vehicles.

Gate Fee: “Gate Fee” means the amount charged by City for delivery of materials to the MDF.

Generate: “Generate” means to bring into existence or create, or to use, maintain or possess an item, material or product, the result of which such creation, bringing into existence, use, maintenance or possession is that the item, material or product first becomes, or is converted, transformed, evolved to, or deemed as MSW, recyclable materials or yardwaste.

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

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

Holiday Greenery: “Holiday Greenery” means clean organic green materials that are typically used for decorating during holidays, such as trees or wreaths.

Homeowners Association (HOA): “Homeowners Association” or “HOA” means a mandatory membership organization comprised of two or more homeowners for the maintenance of commonly owned real estate and improvements associated with multi-family developments comprised of detached homes, condominiums or townhouses.

Household Hazardous Waste (HHW): “Household Hazardous Waste” or “HHW” means any hazardous waste generated incidental to owning or maintaining a place of residence. Household hazardous waste does not include any waste generated in the course of operating a business or commercial activity at a residence. Typical household hazardous wastes include used motor oil and oil filters, antifreeze and other vehicle fluids, paints and varnishes, pesticides, and cleaning supplies.

Including: “Including” means including but not limited to.

Indemnitees: “Indemnitees” means the City, members of the City Council and other officers, employees, and agents.

Initial Agreement: “Initial Agreement” means the initial contract between the City and Contractor dated December 7, 2004 as amended by the First Amendment dated March 1, 2005, the Second Amendment dated July 6, 2010 and the Third Amendment dated July 30, 2014.

Labor Index: “Labor Index” means the Consumer Price Index-All Urban Wage Earners and Clerical Workers-All Items, San Francisco-Oakland-San Jose, CA (Series ID CWURA422SAO, or as periodically updated) issued by the United States Department of Labor, Bureau of Labor Statistics.

Local Enforcement Agency (LEA): “Local Enforcement Agency” means the agency designated pursuant to Part 4 of the Act, currently the County.

Materials Diversion Facility (MDF): “Materials Diversion Facility” or “MDF” means the facility located at 820 Levitin Way, Napa County, owned by the City of Napa.

Materials Sales Month: “Materials Sales Month” means the period beginning on the 21st day of each month and ending on the 20th day of the following month. The Materials Sales Month corresponds to the reporting periods required for the City’s Agreement with Northern Recycling Operations and Waste Services (“Northern”) in Attachment AA. The monthly reports submitted by Contractor in the format included in Attachment DD shall report materials sales data for each Materials Sales Month.

Member: “Member” means a person which owns an interest in Contractor. As of the Effective Date, the members of Contractor are: Joseph J. Garbarino, Garaventa Enterprises, Inc., Pestoni Leasing, Inc., Greg Kelley and William A. Bacigalupi.

Multi-Family Complex: “Multi-Family Complex” means a building, dwelling unit or complex containing multiple residential dwelling units that houses more than five dwelling units which have centralized collection points for MSW and recyclable materials and that does not have individual collection service for these materials at each unit. MSW and recyclable materials are collected from carts, bins, roll-off boxes and/or compactors located in one or more enclosures on the property.

Municipal Solid Waste or (MSW): “Municipal Solid Waste” or “MSW” means all fractions of discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, construction and demolition debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded substances or materials. MSW does not include:

- (1) Hazardous Waste;
- (2) Low-level radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code);
- (3) Untreated medical waste which is regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a MSW landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be MSW shall be regulated pursuant to Division 30 of the State Public Resources Code. to the Medical Waste Management Act, California Health and Safety Code Sections 25015, et seq.; or
- (4) Recyclable Materials which have been source or type-separated from other waste material.

NCRWS: “NCRWS” means Napa County Recycling and Waste Services LLC, an Affiliated Entity that provides solid waste and recycling collection services to the County of Napa pursuant to County of Napa Agreement No. 6431 dated May 3, 2005.

Non-Labor Index: “Non-Labor Index” means the Consumer Price Index-All Urban Consumers-All Items less food and energy, San Francisco-Oakland-San Jose, CA (Series

ID CUURA422SAOL1E, or as periodically updated) issued by the United States Department of Labor, Bureau of Labor Statistics.

OB Tonnage: “OB Tonnage” or “Over Baseline Tonnage” means tonnage eligible for the Additional Payment described in Contract Section 12.05 that includes Tons of materials processed in the Composting Area, Clean MRF Area, Wood Processing Area, and Source Separated C&D Area with the following clarifications and exceptions. Effective January 1, 2013 metal appliances collected in roll off boxes are treated as metal and are eligible for the Additional Payment. (For 2006-2012 metal appliances were categorized as “transfer only” materials and were excluded from the calculations.) Inbound materials from the Transfer Station are excluded. The eligibility of materials received at the MDF pursuant to the City’s agreement with Northern Recycling Operations and Waste Services, LLC dated July 6, 2010, as amended, shall be as stated in Section 6.03(A) of this Contract. Materials received at the MDF for handling and transfer only, but not processing (e.g. Electronic Waste and Bulky Goods), are not included in the tonnage calculations for the Additional Payment. Materials collected by the Recycle More program are “transfer only” materials and are excluded. The net tonnage remaining after the above-described exclusions is the OB Tonnage eligible for the Additional Payment.

Operating and Capital Cost Payment: “Operating and Capital Cost Payment” means the annual amount of Contractor compensation described in Section 12.02.

Organic Materials: “Organic Materials” means materials that are or were recently living, such as leaves, grass, agricultural crop residues, or food scraps.

Paper Products: “Paper products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling.

Participating Agencies: “Participating Agencies” means the City and any other local government agencies with which the City has entered into a contract for use of the MDF.

Person: “Person” includes any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County, municipality or special purpose district or any other entity whatsoever.

Plastic Containers: “Plastic containers” means all plastics of resin numbers 1-7, specifically excluding polystyrene (aka Styrofoam).

Premises: “Premises,” means any land or building in the City where MSW, recyclable material or compostables are generated or accumulated.

Pre-Processed, Baler-Ready Recyclable Materials: “Pre-Processed, Baler-Ready Recyclable Materials” means fiber, plastics, aluminum and other Recyclable Materials segregated by type and sorted to remove contaminants so that they are “baler-ready” and do not require any additional sorting.

Pre-Processed, Market-Ready Recyclable Materials: “Pre-Processed, Market-Ready Recyclable Materials” means glass, Covered Electronic Waste, Electronic Waste and other materials that are pre-sorted, ready to go directly to market, and do not require baling. In the case of Covered Electronic Waste and Electronic Waste, the material is to be already sorted into those two categories, stacked on pallets, wrapped and ready for shipment to markets.

Primary Service Area: “Primary Service Area” means the geographical area within the jurisdiction of the Participating Agencies and any contiguous areas which are served by the Designated Hauler(s) of one or more Participating Agencies.

Processing Area: “Processing Area” means any of the five areas of the MDF that are designated specifically to process different materials received at the MDF. The five areas are: Clean MRF; Composting Area; Wood Processing Area; Source Separated C&D Processing Area; and Mixed C&D Processing Area.

Producer Price Index or PPI: “Producer Price Index” or “PPI” means the Producer Price Index for Finished Goods Less Food and Energy, not seasonally adjusted, (Series ID WPUFD4131, or as periodically updated) issued by the United States Department of Labor, Bureau of Labor Statistics.

Property Manager: “Property Manager” means any person that manages and/or oversees the activities at, and services provided to, Premises that generate MSW.

Proposal: “Proposal” means the Proposal submitted by Contractor to City under cover of a letter dated October 5, 2004, presented in five spiral binders entitled: “Executive Summary”, “Forms A”, “Forms B and C and Drawings 1-3”, “Drawings 4-11”, and “Educational Materials and Equipment Brochures”, as well as the following supplementary materials: (1) 11-18-04 memo regarding cost efficiencies for service to County and City; (2) 11-17-04 memo regarding number of residential units; (3) 11-16-04 memo regarding ASP system; (4) 11-14-04 revision to Form C-8; (5) 11-14-04 memo regarding interim Mixed C&D; (6) 11-11-04 memo regarding M. Murray information; (7) 11-11-04 memo regarding MDF equipment, costs, revised Forms C-28, C-32, C-33 and C-34; (8) 11-11-04 memo regarding Form C-10, answers to various questions; and (9) minutes of 10-22-04 interview, all of which are contained in a separate spiral binder.

Purchase Order: “Purchase Order” means the written statement (whether transmitted via e-mail, fax, mail or other means) from a purchaser of Recyclable Materials, Compost, Recovered Materials, or any other materials marketed by Contractor from the MDF, that includes the basic components of the agreement by the purchaser of said materials to buy them from Contractor. Such components generally include the name and contact information for the purchaser, the quantity and type(s) of materials to be purchased, the specification or grade of the materials to be purchased, terms and procedures for downgrades or rejection of material, the price per ton or per lot to be paid by the purchaser, the transportation arrangements, the date of the Purchase Order and the timeframe that the terms remain in force.

Quarterly Average Materials Revenue Received: “Quarterly Average Materials Revenue Received” means the average of the revenue received for a specific material marketed from the MDF for each of the three months of the preceding quarter as defined herein. (The Quarterly Average Materials Revenue Received reflects one hundred percent [100%] of the revenue received for the material, prior to the seventy percent/thirty percent [70%/30%] revenue split between City and Contractor.) For purposes of calculating the Quarterly Average Materials Revenue Received, the following quarters will be used: the Quarterly Average Materials Revenue Received prices to be applied for the period October 1 through December 31 will be based upon the revenue received by the City for each material type during the period May 21 through August 20. The Quarterly Average Materials Revenue Received prices to be applied for the period January 1, through March 31 will be based upon the revenue received by the City for each material type during the period August 21 through November 20. The Quarterly Average Materials Revenue Received prices to be applied for the period April 1 through June 30 will be based upon the revenue received by the City for each material type during the period November 21 through February 20. The Quarterly Average Materials Revenue Received prices to be applied for the period July 1 through September 30 will be based upon the revenue received by the City for each material type during the period February 21 through May 20. The City will calculate the Quarterly Average Materials Revenue Received for each quarter by taking the revenue received each quarter divided by the number of tons of that material sold in the quarter. A sample calculation of the Quarterly Average Materials Revenue Received appears in Attachment Four of the agreement between the City and Northern in Attachment AA of the Contract.

Recovered Compost Overs: “Recovered Compost Overs” means Compost Overs that are periodically cleaned off the MDF site and hauled to a non-disposal facility for composting or for use as rock, fill or for any other beneficial use that is permitted by law.

Recovered Materials: “Recovered Materials” means those materials that are processed at the MDF and diverted from disposal by recycling or composting, including materials received from entities which contract with the City for use of the MDF.

Recyclable Materials: “Recyclable Materials” means material which otherwise would become or be treated as MSW but which, by means of a process of collecting, sorting, cleansing, treating and reconstructing, may be returned to the economic mainstream in the form of finished or source material for new, reused or reconstituted products, which may be used in the market place. “Recyclable Materials” includes paper, books, magazines, cardboard, boxes, plastic, metal, glass, and other similar materials authorized by the City for collection by the Contractor. Whenever the context requires, “Recyclable Materials” includes Compostables, Wood Materials, and Construction and Demolition Debris.

Recyclables: “Recyclables” means those materials to be processed at the Clean MRF, e.g., paper, plastic, metal and glass.

Recycle/Recycling: “Recycle” and “Recycling” mean the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become MSW and

returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace.

Recycle More Items: “Recycle More Items” means Recyclable Materials with a positive market value that are collected by Contractor as part of the Recycle More program described in Attachment B, Section 7.02. The specific Recycle More Items will be determined by the City and may vary over time depending upon market conditions, processing technologies and other factors. As of November 1, 2013 the Recycle More Items include used liquid cooking oil (excluding fat and grease), E-Waste, large metal appliances, small appliances, oversized metal items exceeding thirty-six inches (36”), clothing, other textiles (such as towels, sheets and bedding), and reusable items including shoes, belts, purses, handbags, backpacks, hard cover books, compact discs (CD’s), digital versatile discs (DVD’s), tapes and toys.

Request for Proposals (RFP): “Request for Proposals” or “RFP” means the document that describes the comprehensive diversion programs and residuals management services to be provided by Contractor issued by City in July 2004, and all addenda thereto, specifically Addendum One issued August 6, 2004, Addendum Two issued August 11, 2004, Addendum Three issued August 19, 2004, Addendum Four issued September 24, 2004, and Addendum Five issued October 1, 2004.

Residential Premises: “Residential Premises” includes single-family dwellings (including accessory dwelling units), multiple-family complexes (such as townhouses, apartments, and condominiums), and mobile home parks that are provided individual collection service at each dwelling unit, whether by means of walk-in or curbside collection, and which may be individually billed by Contractor or billed, as part of a central billing process, by the HOA or property manager.

Residue/Residual: “Residue” and “Residual” mean the MSW destined for disposal or transformation which remains after processing at the MDF has taken place. The percent of residue is calculated by dividing the weight of the residue by the weight of the relevant total materials.

RRI Residue: “RRI Residue” means Residue from all four (4) Processing Areas of the MDF (Clean MRF Area, Wood Area, Source Separated C&D and the Composting Area) plus Residue from “transfer only” materials (such as Electronic and universal Waste, Bulky Goods and tires). The following are excluded from RRI Residue: (i) dirt of any type (including but not limited to filter soils and native soil); (ii) all inert materials including but not limited to concrete, asphalt, asphalt grindings, MDF rock and rock; (iii) recovered Recyclable Materials marketed at a negative value pursuant to Contract Section 6.15(C)(5); (iv) outbound loads from the MDF of Recovered Compost Overs; (v) outbound loads from the MDF of Clean MRF Fines; (vi) any leftover residual material resulting from sorting of Clean MRF Fines or other materials at another (non-MDF) sorting facility(ies); (vii) carpet Residue, and (viii) outbound loads of concrete and asphalt hauled from the MDF to Syar or another similar facility. If, in the future, the City

directs Contractor to perform new mixed recovery operations (e.g. sorting of “mixed C&D” as described in Section 3.8 of Attachment F to the Contract, or “dry recovery of mixed materials”) at the MDF, the inbound and outbound tons from that processing shall be tracked separately in the MDF scale records and shall be completely excluded from the RRI calculation; and any Residue resulting from such new mixed recovery operations at the MDF shall be excluded from RRI Residue.

Rolling Stock: “Rolling Stock” means mobile equipment.

SB 1383: [“SB 1383” means all statutes, regulations, and requirements pertaining to the Short-Lived Climate Pollutants Act set forth in Public Resources Code Chapter 13.1, as amended \(Statutes of 2016, Chapter 395 \(Lara\)\).](#)

Self-Haul: “Self-Haul” means the process of hauling waste to a transfer, processing, or disposal facility by a person other than the Contractor whose primary business is not waste hauling.

School District: “School District” means the Napa Valley Unified School District.

Single-Stream Recyclables (Single-Stream): “Single-Stream Recyclables” or “Single-Stream” means those recyclable materials collected as separated from MSW by the Customer and consisting of a mixture of metals, glass, plastics #1-7, and all paper grades from residential or commercial and business establishments.

Soft Pak Scale System: “Soft Pak Scale System” means the software system supplied by Soft Pak and installed at the MDF scalehouse for the purpose of recording, managing and reporting of weights of inbound and outbound loads.

Source and Type-Separated Recyclable Materials: “Source and Type-Separated Recyclable Materials” means those recyclable materials which satisfy each of the following requirements: (1) have been segregated from MSW for handling different from that of MSW by or for the generator thereof; (2) have been further segregated so that various types of recyclable materials, such as glass, metals, styrofoam, cardboard, etc., are not commingled; and (3) after such segregation, contain no more than 5% by weight (measured by each load being transported, collected and/or disposed) of any residual or contaminant material which cannot be recycled, composted or similarly utilized, and which instead must be disposed of as garbage or otherwise.

Source Reduction: “Source Reduction” means any action that causes a net reduction in the generation of MSW. Source reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of Yard Trimmings generated, establishing MSW, recycling materials and compost rate structures with incentives to reduce waste tonnage generated, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials.

Source-Separated C&D Processing: Source separated streams of Construction and Demolition Debris, e.g. wood, concrete, and soil from commercial accounts, self-haul, and government agencies (e.g., porcelain toilets from the City corporation yard) which are processed at the MDF separately for the purposes of preparing them for transport to market.

Term: “Term” means the term of this Contract as specified in Section 3.02, unless extended by City pursuant to Section 3.03.

Ton: “Ton” means a short ton of 2,000 pounds avoirdupois.

Transfer Station: “Transfer Station” means the Devlin Road Transfer Station owned by the Napa-Vallejo Waste Management Authority.

Transformation: “Transformation” means incineration, pyrolysis, distillation, or biological conversion other than composting as defined in Public Resources Code section 40201 and does not include composting, gasification, or biomass conversion. Transformation does not constitute recycling for purposes of this Contract.

Unit Cost: “Unit Cost” means the cost per Ton paid to Contractor as the Additional Payment for processing eligible Tons of certain types of materials in excess of specified tonnages, as described in Section 12.05 of the Contract.

Will: “Will” means “shall” whenever the context requires.

Wood Material: “Wood Material” or “Wood Waste” means wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

Yard Trimmings: “Yard Trimmings ” means tree trimmings, grass cuttings, leaves, branches, and similar organic materials, including vineyard clippings.

ATTACHMENT B**SCOPE OF WORK FOR COLLECTION OPERATIONS****SECTION 1 - GENERAL REQUIREMENTS****1.1 General Requirements for Collection and Billing.**

The Contractor shall collect, transport and dispose of all Municipal Solid Waste (MSW) and shall collect and recycle all Recyclable Materials and Compostables which are placed for collection at Residential, Commercial and Business Establishments and at City Facilities and events at which the MSW, Recyclable Materials and Compostables are generated.

Contractor shall prepare bills for all Customers that clearly and accurately list rates in effect at the time services were provided or for the time period in which services will be provided. Bills shall fully explain and display all calculations of each charge. Such charges shall not exceed the rates established by the City. Any disputes related to charges shall be resolved by City. Contractor shall submit to City, sixty (60) days prior to its use, a draft of bill format(s) and a line item description for each charge, together with an example of a completed bill for an individually-serviced Residential Premises, a centrally-billed Homeowners Association and a Commercial/Business Establishment with compactor and recycling collection services, for review and approval. Contractor shall also, at the same time as submittal of the draft above, submit a draft of a conveniently-sized listing of services and maximum rates in effect that may be distributed to, and retained for reference by, all Customers.

1.2 Changes in Collection Services.

Contractor shall be responsible for: (A) establishing services for new Customers; (B) stopping services and preparing a final billing on a pro rata basis for a Customer permanently discontinuing service; (C) suspending services at an individually-billed Residential Premises up to two times in a calendar year for a period of two (2) weeks to three (3) months at request of Customer for temporary vacation stops. During temporary vacation stops, the Customer shall incur no charges for collection services not provided and, if Customer is due refund and/or credit, timely refunding/crediting of payment made in advance of temporary vacation stops. If a temporary vacation stop request exceeds three months, Contractor may arrange to pick-up the

carts from the Customer and require them to restart service; (D) suspending services at any Commercial and Business Establishment for a minimum period of thirty (30) days at request of Customer, during which time the Customer shall incur no charges for collection services not provided; (E) accommodating modifications in the frequency of collection services, whether accomplished by subscription for routine collection services (in which case, Customer may modify frequency of collection once per quarter) or on an as-needed, on-call basis as directed by Customer. An as-needed, on-call request for collection shall not automatically increase the frequency of the Customer's regularly scheduled collection services.

Contractor shall, for approval of City, develop a procedure and confirmation form to document requests for commencement and termination of, and changes in, service. Customers shall be provided a copy of confirmation form noting effective date of start-up, change, suspension or termination in collection services and other pertinent details, such as data of issuance of refund for services not provided but for which Customer has paid.

1.3 Changes in Scheduled Days of Collection.

Once a schedule of collection days for MSW, Recyclable Materials and Compostables has been established for Residential Premises, the schedule shall not be changed without the prior written approval of City. Contractor shall request approval from City ninety (90) days prior to planned change in a scheduled day of collection for Residential Premises. As a condition of approval of such a change, City may require Contractor, at Contractor's sole expense, to notify residents of the change by first-class postage. All details and scheduling of such notice shall be subject to approval by the City.

Scheduled collection days for MSW, Recyclable Materials and Compostables may be changed at the request of the occupant or property manager of any Commercial and Business Establishment without the approval of City. The City will determine the final schedule of collection days, in the event a disagreement arises between Contractor and a Customer or MSW-generator at Commercial and Business Establishments.

If a regular collection day falls on a holiday, service shall be provided the following business day.

1.4 Containers for the Collection of Solid Waste and Recyclables Materials.

Contractor shall be responsible for furnishing new or refurbished containers as detailed in Sections 1.04.1 and 1.04.2. Contractor shall also be responsible for the repair or replacement of damaged, broken, lost or stolen containers, except that Contractor shall not have to replace a non-repairable compactor not owned or leased by it to a Customer. All containers shall be manufactured utilizing the highest feasible amount of post-consumer material. All containers will be consistently color-coded. The color-coding scheme shall be grey for MSW, brown for residential Compostables, green for non-residential Food Scraps, Soiled Paper and Yard Trimmings and blue for single-stream Recyclable Materials. Containers for Recyclable Materials and Compostables shall have messages/graphics on the exterior designed to prevent Customers from placing materials that would contaminate the Recyclables/Compostables Containers and the text/graphics shall be approved by City before containers are ordered.

1.04.1 Containers for Residential Premises.

Contractor shall furnish to each participating Residential Premises (A) up to two Recycling containers of ninety-five (95) gallon capacity. If the 95-gallon cart(s) is/are inconvenient for the resident, Contractor will offer up to four Recycling containers of thirty-five (35) gallon capacity; (B) a choice of one solid waste container of twenty (20) gallon capacity, thirty-five (35) gallon capacity, sixty-five (65) gallon capacity, or ninety-five (95) gallon capacity; (C) up to two Compostables containers of ninety-five (95) gallon capacity. If the 95-gallon cart(s) is/are inconvenient to the resident, Contractor will offer up to four Compostables containers of thirty-five (35) gallon capacity. Each container will be equipped with a hinged or otherwise attached lid, and wheels for maneuverability.

At any time a container is distributed to a Residential Premises, Contractor shall also deliver to the Premises an informational brochure, describing the curbside recycling program, listing in detail all types of Recyclable Materials that will be collected and how they are to be prepared, days of collection and other pertinent information. This brochure shall be submitted to City for approval ninety (90) days prior to the initial delivery of the containers. City may direct that the brochure be periodically updated as needed, but not more often than once annually. All costs associated with the preparation of a professional, well-formatted and designed brochure, including photographic examples of Recyclable Materials and containers, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

1.04.2 Containers for Commercial and Business Establishments and City Facilities.

Contractor shall furnish ninety-five (95) gallon, sixty-five (65) gallon and thirty-five (35) gallon wheeled containers with lids for MSW, Recyclable Materials, Yard Trimmings, Foods Scraps and Soiled Paper Products, to Commercial and Business Premises and at City Facilities and events. Contractor shall also furnish bins and roll-off boxes for Commercial and Business Establishments and City Facilities and events, except that Customers located at any of the above Premises may, at their sole discretion, lease and/or purchase compactors from any person, company, manufacturer, or distributor, including, but not limited to, Contractor for use at their Premises.

SECTION 2 - RESIDENTIAL COLLECTION SERVICES**2.1 Basic Level of Service.**

The basic level of service for a Residential Premises that is individually-serviced includes once weekly curbside collection of: (A) MSW provided by automated collection; (B) single-stream Recyclable Materials, (C) Compostables and (D) used oil and used oil filters. Collection will be fully automated wherever feasible.

2.2 Other Levels of Service to be Provided.

Contractor shall provide other levels of service for residential collection of MSW, Recyclable Materials and Compostables as specified in Sections 2.02.1 to 2.02.5.

2.02.1 Shared Container Service.

Residents are allowed to share service by putting MSW, Recyclable Materials and Compostables in a neighbor's containers if the paying Customer provides written permission for the neighbor to use his/her container. All service will occur at the paying Customer's address only.

2.02.2 Back Yard/Wheel-Out Service.

All basic residential services identified in Section 2.01 shall be offered with back yard/wheel-out service. As of 2018, there are approximately five hundred (500) City residents with this service. The Contractor shall go into backyards/sideyards at no charge for accounts that have a letter on file with City from a physician confirming there is a medical reason that prevents the resident

from moving MSW, Recycling and Compostables Yard Trimmings carts and other materials to the curb. Annually Contractor shall request a new letter from a physician in order for the account to maintain backyard service at no charge. For residents who want the backyard/wheel-out service but do not provide a physician's letter, the service will be provided for an extra charge established by City.

2.02.3 Extra MSW Service.

Up to five times per calendar year, residents may call ahead for extra MSW collection on the same day as regular collection service. Customers may place solid waste bags at the curb so that each bag of MSW shall not to exceed thirty-five (35) gallons. Service will be provided for a fee established by the City.

2.02.4 Gated Developments.

The Contractor shall provide services to gated developments and gated mobile home parks as directed by the Homeowners Association (HOA) or property manager, provided that MSW is collected at a minimum of once per week. The HOA or property manager may direct, once in a twelve-month period, the location of collection of MSW, the frequency of MSW collection, and/or the method of billing. Residential Customers that are included in a central or master-billing arrangement by a HOA or property manager may not suspend service for any period of time.

2.02.5 Multi-Family Service.

Multi-family residences may be serviced either as (A) residential accounts as described in Section 2.01 or (B) as commercial accounts as described in Section 3, which include dwelling units in residential developments that are not provided individual collection service nor directly billed by Contractor, but are instead serviced through central collection by bin, roll-off box and/or compactor and billed through a Homeowners Association or property manager.

The Contractor shall offer recycling to one hundred percent (100%) of such units. In the event that state legislation or local City ordinances require it, the Contractor shall also offer composting to one hundred percent (100%) of such units. If the Customer refuses composting services (in the event that state legislation or local City ordinance requires composting services to multi-family residences), Contractor shall send a brief questionnaire to the property manager and/or property owner. The questionnaire shall include at a minimum: property name, property address, contact name, contact phone number, current levels of MSW collection service, brief

description of City recycling and composting goals and compliance with the Act, and request for the reason for not implementing a composting program. City shall approve questionnaire prior to distribution. Contractor shall keep a copy of the completed questionnaires on file and send a copy to the City.

2.3 Collection of Food Scraps and Soiled Paper Products at Curbside.

As of April 1, 2015, Contractor implemented co-collection of Food Scraps and Soiled Paper with Yard Trimmings (collectively referred to as Compostables) and recycling for all Residential Premises. Targeted materials shall include Food Scraps, Soiled Paper and other organic materials suitable for composting that were not already collected through the Yard Trimmings program. Contractor performed and will continue to perform public education for this program as described in Section 2.03.2.

2.03.1 Start-Up of Food Scraps and Soiled Paper Products Collection Program; Containers.

Contractor shall provide Residential Premises with at least one ninety-five (95) gallon wheeled cart for storage of Food Scraps, Soiled Paper Products and other organic materials to be composted. This cart will be the same cart used to collect Yard Trimmings. Contractor will be prepared to provide a second 95-gallon wheeled cart or up to four 35-gallon wheeled carts upon customer request as described in Section 1.04.1.

2.03.2 Notice to Residents, HOAs and Property Managers.

Ninety (90) days prior to commencement of the residential Food Waste program, Contractor submitted to City draft public education materials, including: (1) draft brochure; (2) draft flyer in English and Spanish to accompany delivery of carts, each describing operational details of the program, such as delivery of carts, preparation and handling of materials, storage methods, and the like. City provided Contractor with comments on drafts within thirty (30) days of receipt. Contractor prepared a professional, well-formatted and designed brochure, to be subsequently distributed by first class mail to potential program participants in a time frame prescribed by City.

2.03.3 Composting of Food Scraps, Soiled Paper Products and Yard Trimmings .

Food Scraps, Soiled Paper Products and Yard Trimmings collected by Contractor shall be delivered to a facility designated by City for composting or other use as designated by City.

SECTION 3 - COMMERCIAL AND BUSINESS ESTABLISHMENT SERVICES**3.1 Service Options.**

Contractor shall provide each of the service options for collection of MSW, Recyclable Materials, Food Scraps, Soiled Paper Products and Yard Trimmings as outlined in sections 3.02 – 3.09. Collection shall be accomplished in such a manner that the flow of traffic shall not be impeded nor a threat to the public health or safety created.

3.2 MSW Collection.

Contractor shall provide MSW collection services as follows: (A) regularly scheduled weekly routine MSW collection service; (B) as-needed on-call collection initiated at request of Customer and in conjunction with (A) above; and (C) as-needed on-call collection initiated at the request of Customer, which service may be exclusively ordered without subscribing to or receiving any regularly scheduled routine collection services. As-needed on-call collection requests may be made by Customer, authorized agent or representative of Customer, or, in the case of compactors so equipped, by automatic dial-up, other automated methods or electronic device that signals Contractor. Contractor shall provide service within 24 hours of receiving a request. If a Customer makes a large service request that exceeds five (5) commercial bins or two (2) roll-off boxes, Contractor shall only be required to provide the first bin or roll-off box within 24 hours of receiving a request. Contractor shall provide the balance of the service equipment within 72 hours of receiving a request to fulfill a large service request. If Contractor cannot fulfill a large Customer service request within 72 hours of receiving request, Contractor shall provide written notice to the City describing the reasons why the service request cannot be fulfilled and a plan of action for how the large service request can be reasonably accommodated and over what period of time from the original Customer request.

3.3 Recyclable Materials Collection.**3.03.1 Single-Stream.**

Contractor shall offer single-stream recycling of the same material types collected from Residential Premises, to all Commercial and Business Establishments. As of January 2018, Single-stream recycling service for any size containers is at no charge to Customers of basic MSW service. City reserves the sole right and discretion to establish charges for Single-Stream Recyclable Materials in the future if approved by the Napa City Council

3.03.2 Source Separated Recyclable Materials.

Some businesses have source-separated collection for cardboard, office paper, metal, wood, concrete, containers only, pallets, or glass. As of January 2018, Source-separated Recyclable Material will be collected by the Contractor at no additional cost to Customers of the basic MSW service for container sizes less than ten yards. The City will set the prices for collection of source-separated materials in containers of ten yards or greater. City reserves the sole right and discretion to establish charges for source-separated Recyclable Materials of less than ten yards in the future if approved by the Napa City Council. The Contractor shall not pay any Commercial or Business Establishment for source-separated Recyclable Materials.

3.03.3 Compacted Recyclables.

As of January 2018, Recyclables that are source-separated and compacted shall be collected free of charge for Customers of the basic MSW service. This service may include baled film plastic and any other materials approved by the City. City reserves the sole right and discretion to establish charges for compacted Recyclable Materials if approved by the Napa City Council.

3.03.4 Yard Trimmings.

Yard Trimmings service shall be offered to all Commercial and Business Customers. As of January 2018, Yard Trimmings is collected free of charge for Customers of the basic MSW service for containers less than ten yards in size. For containers of ten yards or greater in size, the Contractor shall charge for collection of Yard Trimmings at rates established by the City.

3.03.5 Pallet Recycling.

Contractor shall offer pallet service collection, advertise it, and follow the AB 939 waste management hierarchy for managing pallets, prioritizing by reuse first, then recycling and composting, and lastly disposal/incineration. The Contractor will compete in a non-exclusive environment for pallet collection.

3.03.6 Metals Recycling.

Contractor shall offer collection of source separated metals in containers of ten yards or greater. The City may modify which metals are collected at any time.

3.03.7 Business Recycling & Composting Plans.

The City, in consultation with the Contractor, will prepare a "Recycling & Composting Plan" for each business. The City will prioritize business reviews with those having the largest bills and those requesting it first, and will review the waste stream and discuss the recycling & composting plan with the business owner/manager prior to finalization.

3.4 Changes in Collection Services.

Customers may, at any time, decrease the frequency of collections and/or the number of containers or compactors for MSW commensurate with the amount of Recyclable Materials and Compostables diverted by any recycling and composting programs, projects or activities undertaken by Customer.

3.5 Cooperative Arrangements.

The City currently allows businesses to share recycling bins if it is most efficient. City may permit Customers to form cooperative arrangements and enter into written agreements with other Customers to aggregate MSW, Recyclable Materials and/or Compostables or some category thereof, and to share, in any manner mutually agreed to by such Customers, the reduced collection charges therefore. All service will occur at the paying Customer's address only.

3.6 Consultations and Technical Assistance.

Contractor shall consult with Customers on establishing recycling and composting programs and on other solid waste, recycling and composting related activities. Customer may consult with City, City's agents or representatives, and/or with any other recycling company or expert to plan and implement the most beneficial recycling and composting program(s) for that Customer. The Contractor will provide Business Recycling & Composting Plans and assistance on request of Customers.

3.7 Notice to Commercial and Business Establishments.

Contractor shall, at least once during each twenty-four (24) month period, contact in person at the site of all Commercial and Business Establishments. Additionally, the Contractor shall make annual site visits to each Commercial and Business Establishment that ranks in the largest 25

waste generators in the City. The site visits are to notify the occupants thereof of alternative methods of source reduction and recycling and other supportive services available. Such contact shall include a brochure as described in Section 6.05. Contractor shall work with the City to provide waste stream audits, as requested, and prepare a Business Recycling & Composting Plan and report to Customer on opportunities available to start-up or increase diversion and reduce cost of solid waste collection. The Contractor shall additionally make phone contact with each Commercial and Business Establishment annually to ensure that solid waste service is adequate and provide information that is provided in site visits.

3.8 Food Scrap Composting Program.

As directed by the City, Contractor has offered collection service for co-collected Foods Scraps, Soiled Paper, Yard Trimmings and other organic materials suitable for composting to all Commercial and Business Customers that generate adequate amounts of these compostable organic materials (with a minimum generation level of at least one thirty-five (35) gallon wheeled carts per week) since April 1, 2015. Contractor shall charge Customers for collection of Food Scraps, Soiled Paper and Yard Trimmings as part of the commercial Food Scrap Composting program at rates established by the City. Contractor, in coordination with City, will offer training and instruction for all Commercial and Business Establishments participating in commercial Food Scrap Composting program.

[Beginning January 1, 2023, Contractor will add a new commercial Compostables collection vehicle and driver for the vehicle. The new vehicle and driver will provide service on a Thursday through Monday basis to allow for weekend service that will accommodate higher generation of Compostables by commercial generators throughout busy weekends. As further described in Article 12 and Attachment T and listed in Attachment L, 1600 additional 65-gallon commercial Compostable carts will be purchased by Contractor with 200 of these carts being lockable containers. This additional service is in response to the requirements of SB 1383 and the City may direct Contractor add additional equipment or service in the future if needed for compliance with SB 1383 utilizing the change of scope provisions provided in this agreement.](#)

3.08.1 Start-Up of Food Scrap Composting Program; Containers.

Contractor shall provide participating Customers with sixty -five (65) gallon wheeled carts or other containers and /or bins and roll-off boxes as necessary for the segregation and storage of Food Scraps and other organic materials suitable for composting. Containers shall be approved

by City prior to purchase. Contractor shall consult with participants to determine appropriate containers and provide and distribute to participants reporting damaged carts, containers, bins, roll-offs or compactors a replacement thereof within seventy-two (72) hours of notice from Customer. Contractor shall also provide carts, containers, bins, roll-offs or compactors to new program participants located in the City or that request to participate. The Contractor shall provide public education materials on the new program as described in Section 6.

3.08.2 Cost and Operational Data.

Contractor shall record the tons collected, number of stops, number of participating Customers, number of routes, labor hours, cost and other pertinent data, as may be required by City, in a format approved by City and shall submit said data on a monthly basis, beginning one month after inception of program. City may require submission of additional information from Contractor as necessary or desirable in order to evaluate the productivity, cost, benefits and potential diversion opportunity of the program and to report data to state and federal agencies.

3.08.3 Composting of Food Scraps.

Food Scraps and other organic materials suitable for composting materials collected by Contractor shall be delivered to a facility designated by City for recycling, anaerobic digestion and/or composting. If Contractor learns that the designated facility is no longer recycling or composting materials as agreed, or is out of compliance with local, state, or federal operating permits, laws or regulations, or is processing and/or using Food Scraps materials in such a way that the Food Scraps materials collected from within City will not count as materials diverted from the solid waste stream for purposes of the Act, Contractor shall notify City within five (5) days.

3.9 Temporary Bin, Roll-Off and Compactor Services.

Contractor shall provide on a temporary basis containers, including bins and roll-off boxes, for the purposes of collection of MSW, Recyclable Materials and Compostables, at the request of Customers. Service shall be provided at City set rates in a non-exclusive environment. Such temporary service shall be provided, by way of example but not limitation, to sites where construction and /or demolition activity, replacement of roofs or paved areas, or replacement or maintenance of landscape materials is occurring. Collection shall occur on an as-needed, on-

call basis, within seventy-two (72) hours of a request, or may be regularly scheduled, as determined by Customer.

Contractor shall make all reasonable efforts to inform Customers utilizing bins, roll-off boxes on a temporary basis, that materials being generated may be recycled. Such efforts include contacting the Customer, completing a waste audit, preparing a cost analysis and demonstrating in a Business Recycling and Composting Plan savings (if applicable) due to lower collection charges and implementing a plan as selected by Customer. City may require at any time, and Contractor shall provide in the monthly report to the City in a form approved by the City, the results of such efforts, including written communications, list of persons contacted, Business Recycling and Composting Plans provided, and results achieved.

SECTION 4 - CITY FACILITIES AND EVENTS COLLECTION SERVICES

4.1 Collection Services at City Facilities.

Contractor shall provide collection of all MSW, Recyclable Materials, Compostables , E-waste, tires, bulky goods, and metals generated at Premises owned and/or operated by the City at collection service established and approved by the Napa City Council.. Any City facility that is located outside of the City limits will be billed for service at rates established by the governing entity/jurisdiction (e.g., City facilities located in the unincorporated portions of Napa County will be serviced by the County-authorized collector at rates established by Napa County). Collection shall be at a time convenient for the City. Occasionally, the City may direct Contractor to change frequency of collection, number and/or type of container(s) provided, or method of collection. The City shall receive all the recycling and composting collection services as well as self-haul opportunities, provided to basic Business and Commercial accounts, with the exception of disaster wastes for which the Contractor may charge the City the current commercial rate (to the extent that the City directs Contractor to collect disaster wastes).

4.2 Collection Services at City Events.

Each year the City may sponsor or co-sponsor, host or otherwise organize a special event, such as a parade, public building dedication, conference of public officials, art show, cultural event or organized recreational activities at any of the City's parks or venues. Contractor shall provide containers for collection service for up to and including twenty (20) special events per calendar year. The current list of events is shown in Table 4-1. Contractor shall provide MSW and

Recyclable Materials collection services for such events, including containers for the general public to dispose of MSW, Recyclable Materials and Yard Trimmings, as well as larger size bins. Contractor shall also provide containers for Compostables at approved rates established by the Napa City Council.

Table 4-1
List of City Sponsored Special Events

- 1-5. City Code Enforcement Neighborhood Clean-up Events (up to ten 20 cubic yard roll-off drop boxes as requested by City)
- 6. Earth Day Celebration in April
- 7. Anything with a Cord Recycling Event in June
- 8. Fourth of July Celebration in July
- 9. Coastal Clean-Up Day on the third Saturday of September
- 10. Oxboo at Oxbow Commons in October
- 11. Unwanted Drug and Medical Sharps Collection Event in Fall (event date typically in late September/early October as set by DEA)
- 12-17. Five (5) Friends of Napa River Kayak Napa River Clean Up Events to be held once per month in April, May, June, July & August.
- 18-20. Placeholder for TBD events to be selected by City on a year-by-year basis.

The above list is representative of the types of events the City sponsors. The specific events may be changed and/or increased up to 20 per year at no charge.

4.3 City Facilities Recycling Event.

Contractor shall, at the request of the City and at no additional charge, assist City in planning for and organizing an annual event for City employees to provide positive reinforcement for City's recycling and composting efforts at public facilities. Contractor's obligations may include, but are not limited to, attending pre-event planning meetings, telephoning, obtaining cost estimates, ordering supplies, preparing invitations, arranging activities with local vendors, and attending the event to provide support. The City will pay for supplies needed for the event, printing of invitations, postage, etc. The Contractor will provide a liaison to coordinate and attend the event with City staff.

4.4 Permanent Solid Waste and Single-Stream Recycling Containers Downtown.

There are currently over one-hundred (100) public solid waste and recycling receptacles in downtown that are serviced by City staff and consolidated and brought to City's Corporation Yard for disposal. City staff will continue to service the existing solid waste cans as well as recycling receptacles and consolidate the MSW and Recyclable Materials gathered from at the City's Corporation Yard for collection by Contractor.

SECTION 5 - SPECIAL SERVICES

5.1 Bulky Goods Collection Services.

Contractor shall provide collection services for Bulky Goods at Residential Premises and Commercial and Business Establishments in City. Customer or City may request collection of Bulky Goods forty-eight (48) hours in advance and collection shall occur on or before the Customer's next regularly scheduled MSW collection day. Bulky Goods shall be collected at, or reasonably near curbside, giving due consideration to circumstances of access points, vehicular and pedestrian safety and the like, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 6 a.m. local time. Contractor shall provide one Bulky Goods Collection per year to each Residential Premises at no charge to the City. This may be accomplished by the issuance of one (1) "Free Bulky Goods Collection Coupon" by Contractor to each residential Customer for self-haul of Bulky Goods to City MDF, each calendar year, or by other means approved by the City.) Contractor shall provide Bulky Goods collections to Residential Premises and Commercial and Business Establishments at a rate established by City.

As part of a Bulky Goods collection, Contractor shall collect unusually large amounts of cardboard, such as moving boxes, and any other single-stream recyclables at no additional charge.

Bulky Goods include furniture (such as a sofa, chair, desk, table, mattress, box springs, patio furniture); appliances (such as a stove, dishwasher, washer or dryer, water heater, microwave oven, air conditioner); toilets, sinks, other porcelain products; shipping crates, containers, bicycles, suitcases, barbeques, swing sets, tires, tools, toys; or other items the size or weight of which precludes collection during regularly scheduled MSW collection.

5.2 Semi-Annual Yard Trimmings Cleanup.

For seasonal large amounts of Yard Trimmings, Contractor will provide residential Customers up to ten (10) certified-compostable bags of not less than 33-gallon in capacity per bag. The costs purchasing these compostable bags will be shared equally between the Contractor and the City. At all times, the Contractor have will have the certified compostable bags available at its Customer Service Office for City Customers to pick-up at no charge to the Customer. Upon request, Customers will be allowed to place extra Yard Trimmings in compostable bags in addition to wheeled carts for twice-a-year curbside service at no additional charge to the Customer.

5.02.1 General.

The service is provided for those City residents who generate large amounts of Yard Trimmings and prefer curbside collection over self-haul.

5.02.2 Curbside Collection.

Curbside collection will be performed on the normal day of basic MSW service.

5.02.3 Brochures Informing Residents of Cleanups.

Thirty (30) days prior to commencement of the Yard Trimmings clean-up program, Contractor shall submit to City draft public education materials, including a draft bill insert in English and Spanish, noting operational details pertinent to program, such as which materials are acceptable, preparation and handling of materials, container (or bag) methods, and where to put the materials at the curb. City shall provide Contractor with comments on draft materials within ten (10) days of receipt of draft.

5.02.4 Reporting Requirement.

Each month, Contractor shall provide a report to the City on the number of Customers utilizing the extra compostable bag service and the total estimated weight of Yard Trimmings collected through use of the extra service.

5.3 Special Events.

From time to time, the occupant of a Premises or the coordinator, manager or sponsor of a special event, such as a wine tasting, marathon or bike race or other sporting event, a grand opening of a Commercial and Business Establishment, concerts, art shows, trade fairs, conventions, and the like, may require the services of Contractor in collecting, disposing, recycling and composting of MSW, Recyclable Materials and Compostables. The Contractor shall assist each event in designing and implementing services to provide for the containment, collection, recycling, composting and/or disposal of MSW, Recyclable Materials and Compostables preceding, during and after the special event. The Contractor shall work with City to ensure recycling and composting is maximized at these events to the greatest extent feasible. Contractor shall charge the occupant, coordinator, manager or sponsor of a special event a rate established by City.

Within thirty (30) days of the end of the event, Contractor shall provide a written report to occupant, coordinator, manager or sponsor of the event with a copy to City, listing total tons of MSW, Recyclable Materials and Compostables, by individual category, collected as well as the facilities to which the MSW, Recyclable Materials and Compostables were delivered, together with copies of weight tickets and other pertinent supporting cost documents.

5.4 Used Oil and Used Oil Filters (included in Basic Service Section 2.01).

Contractor shall provide weekly curbside used motor oil and oil filter collection, at no additional cost, to all single family Residential Premises and to residents of Residential Premises and multi-family Residential Premises subscribing to automated cart collection who are individually billed. Contractor shall exchange full used motor oil containers and oil filter bags for empty containers weekly, on same day as MSW collection.

5.04.1 Containers for Collection of Used Oil and Used Oil Filters.

Contractor shall make available free used oil and oil filter collection containers to all Residential Premises. Oil containers and filter bags shall be approved by the City thirty days (30) prior to purchase by Contractor and shall contain highest post-consumer recycled content feasible. Contractor shall make containers available to the City for distribution to City facilities upon request of the City. Contractor shall collect only City-approved used oil and filter collection containers and bags.

5.04.2 Notice to Residents.

If a Residential Premises uses a container different from the approved container, Contractor is not obligated to collect the used oil and/or oil filter. Contractor shall notify Customer of non-collection and reason for non-collection in a timely manner.

Contractor shall publicize the used oil and oil filter collection program to all Residential Premises by: (A) twice per calendar year including a bill insert (text to be reviewed and approved by City thirty (30) days in advance of first-class postage mailing to Customers), describing the items collected in the program, how and where to receive containers and filter bags, as well as telephone contacts for more information; (B) including similar information in the annual phone book recycling advertisement described in Section 6; and (C) ensuring Customer service representatives are able to provide up-to-date information on program to Customers.

5.04.3 Spill Prevention Plan.

Contractor shall develop an oil spill prevention and mitigation plan and have it in-place prior to commencement of oil and filter collection.

5.5 Holiday Greenery Collection and Recycling.

Contractor shall collect at curbside Christmas trees and other Holiday Greenery on regular days of service for Residential Premises from December 26 through January 15. Contractor shall coordinate curbside collection with local Boy Scouts troops' Holiday Greenery collection program held annually on the first Saturday following New Year's Day. Contractor shall prepare a brochure, bill insert or postcard informing residents of such collection service. Contractor shall submit a draft of brochure, bill insert or postcard to City for review and approval by November 1. The brochure, bill insert or postcard shall be prepared and mailed first-class postage, shall be professionally designed and mailed so that residents receive the brochure or postcard not later than December 10. Residents shall be instructed on how to prepare Holiday Greenery for recycling and/or composting. Holiday Greenery which complies with these instructions shall be delivered by Contractor to the MDF. Trees and greenery that have been flocked or contaminated by tinsel shall be delivered to the Transfer Station.

Contractor shall provide City a written report by February 20 showing tons of Holiday Greenery collected at curbside.

5.6 Electronic Waste Collection.

5.06.1 Computer and Electronics Recycling Event.

The Contractor shall be responsible for coordinating and managing the annual “Computer and Electronics Recycling Event”. Historically this event is held the first or second Saturday of June at Napa Valley College. E-waste collected includes personal computers, laptops, cell phones, telephones and fax machines, computer peripherals (such as keyboards, printers, scanners, cables and mouse), consumer electronics (such as radios, tape players, VCRs, stereo equipment, personal digital assistants), and computer monitors and televisions. Contractor shall prepare a bill insert for the event. Contractor shall submit a draft of the bill insert to City for review and approval thirty (30) days prior to distribution. The bill insert shall be placed in the May solid waste bill to all Residential Premises and Multi Family Premises. All E-waste shall be collected for free at annual Computer and Electronics Recycling Event. The Contractor pays for and provides labor, equipment and service as well as packaging materials for shipment following event.

5.06.2 Curbside Electronic Waste Collection.

Contractor shall collect Electronic Waste that cannot legally be disposed of in a landfill at Residential Premises and Commercial and Business Establishments in City. Customer or City may request collection of CRT/LCD forty-eight (48) hours in advance and collection shall occur on or before the Customer’s next regularly scheduled MSW collection day. CRTs/LCDs shall be collected at curbside, in accordance with the scheduled appointment time established by Contractor, which shall in no case be earlier than 6 a.m. local time. Contractor shall charge a fee (or no fee) as established by City for this service.

SECTION 6 - PUBLIC INFORMATION AND CONSUMER EDUCATION.

6.1 General.

Contractor acknowledges that comprehensive, accurate information and consumer education are essential elements of the City’s efforts to comply with the requirements of the Act. Contractor shall implement a public information and consumer education program that is consistent with City’s goals. Contractor shall, at every reasonable opportunity, work to: familiarize residents, businesses, property managers, institutional representatives and other persons with essential waste prevention and recycling concepts and activities; explain benefits

of recycling, waste prevention, composting and other forms of diverting MSW; provide data on diversion activities in City which are coordinated or provided by Contractor; fully and clearly explain services and programs available to residents, businesses and institutions; publicize materials to be collected for recycling; diligently pursue expanding markets such that new items, formerly disposed at landfills, become Recyclable Materials and respond to questions or requests for information from residents, businesses, property manager, institutional representatives and other persons. The content of all written materials to be distributed shall be subject to review and approval of City in advance of dissemination.

6.2 Notice to Residents.

Contractor shall, during the month of July of each year, notify each residential Customer of the opportunity to participate, at no additional charge, in the curbside recycling program, how to obtain a container or additional containers if already participating, how to replace a lost, stolen or damaged container, how to secure backyard service for disabled persons wishing to participate, shared cart service, the benefits of recycling to the community, and other information as may be appropriate. Contractor shall submit to City by May 1 of each year a notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by Contractor.

6.3 Notice to HOAs and Property Managers.

Contractor shall, during the month of October of each year, notify each HOA and property manager of any multi-family Residential Premises or mobile home park of each alternative method of recycling and/or composting available to its residents. This notice shall include the following: (A) collection from backyard, side-yard, closet or other place of enclosure; (B) provision of a bin or bins in a central location, such as a work yard, for drop-off of Recyclable Materials; (C) community drop-offs available for use by residents; (D) other available methods.

Contractor shall submit by August 1 of each year a draft notice to City for review and approval. All costs associated with the preparation of a professional, well formatted and designed notice, as a pamphlet or brochure, costs of printing, labeling and mailing (first class postage) shall be borne by the Contractor.

Contractor's Public Education Coordinator will meet with every multi-family complex manager at least once per year and attend multi-family related community meetings as requested by property managers. The Contractor shall develop and provide the City with the collection plan for all new multi-family complexes prior to commencement of service. Contractor shall provide literature and educational materials, and communicate directly and in-person with participating complexes, and alert property or on-site managers where contamination issues arise.

6.4 Billing Inserts, Coupons; Website.

Contractor shall use bill inserts to advertise programs and to distribute coupons for free processing of used tires and Bulky Goods delivered to the Materials Diversion Facility by the Customer. Contractor shall make public education materials available to City for placement on the City website. Contractor shall pay for advertising, development and printing for the programs listed in Table 6-1 for a minimum of two double-sided bill inserts per month and for printing Bulky Goods and used tires coupons.

6.5 Brochure.

Annually, at Contractor's sole expense, the Contractor shall prepare a professional, well-formatted and designed brochure that describes, at a minimum, the services available, benefits and cost savings that may result from participation in recycling and composting programs, availability of technical assistance from Contractor or other recycling companies and persons. Contractor shall submit to City for review and approval the brochure not later than ninety (90) days after the beginning of the Term. Contractor shall distribute the brochure by a first-class postage mailing or in-person. The Contractor is responsible for reporting to City the results of phone and in-person contacts on an annual basis.

6.6 Phonebook Advertisement.

City shall pay one-hundred (100) percent of the cost of preparing the annual recycling guide in the Napa phone book(s). Contractor shall submit to the City by March 1 every year a design of the draft phone book ad on recycling services and then incorporate any City comments. Contractor shall submit a final draft by April 1. Contractor shall pay for printing in the phone books (up to the amount provided in the allowance-based contractor payment in T-1 of this Agreement). If the phone book(s) deadlines change, the draft of the advertisement shall be provided eighty (60) days before deadline, and the final draft shall be complete thirty (30) days

prior to deadline. All advertising materials shall be approved by the City prior to dissemination to the public. Contractor shall provide all advertisements to City in PDF form. Contractor shall provide outreach materials in both English and Spanish.

Table 6-1
Contractor Advertised Programs

Christmas Tree/Holiday Greenery Collection – First Saturday in January.

Home Composting & Worm Composting Classes – February-May. A series of 8-10 home and worm composting classes almost entirely conducted by City and County staff in coordination with local UC Extension Master Gardener Program. The City pays for costs of actually holding the classes.

Xeriscaping – Planting water wise landscaping is promoted year-round.

Food Reuse & Collection “Spring Into Action” held in March. Edible food collection drive, which is held one week per year. Customers may set out dry or canned goods on regular day of collection service and the recycling truck drivers collect the food. Collected Edible food is donated to the Napa Food Bank.

Earth Day Festivities – April. Various activities. Most recently held at Oxbow Commons in Napa.

Recycle More & Appliance Recycling Information – General information, distribution throughout the year.

Used tire Amnesty Coupon – March. The City and Contractor have partnered to provide a “free disposal coupon” for self-hauling up to 19 tires per trip. Business Showcase – Chamber of Commerce annual event. Contractor with City and County staff educate businesses on waste reduction and recycling opportunities.

Special Event Brochure – Developed for those individuals who are planning a special event.

E-waste Collection – Annual event in June at Napa Valley College. Includes educational brochure on e-waste.

Coastal Clean-Up Day – September. Volunteers collect litter from banks of the Napa River. Contractor provides the waste and recycling equipment and service.

America Recycles Day Event – November. Annual event to celebrate America Recycles Day (November 15th). Recent Napa events have included a coat, costume and shoe drive at local grocery store (or other location accessible to the public) in exchange for indoor recycling bins and/or kitchen compost pails.

6.7 Non-Bill Mailing Lists.

The Contractor shall create and maintain a mailing list of all accounts that are not directly billed, so called “non-bill” Customers. The Contractor may elect to utilize the services of a direct mailing service for these “non-bill” Customers. Examples of non-bill Customers are apartments, mobile homes, condominiums, assisted living facilities, and other lease term/tenant situations such as a business park or strip mall. The mailing list shall be updated on an annual basis at a minimum and shall identify the number of non-bill Customers who are “on service” through a central billing or property owner/property manager. The programs requiring an annual mailing to non-bill Customers will include coupons for Bulky Goods and used tires. Additionally, Customers who prepay their bill annually and do not receive monthly bills shall be included on this mailing list (identified as “prepay” Customers) and shall also receive the coupons. It is the Contractor’s discretion to do a single mailing once a year or multiple mailings to disseminate the coupons, but they must be delivered to non-bill Customers in a timely fashion so that they can be used.

6.8 Contamination Notices.

If contamination exceeds ten (10) percent in single-stream Recyclable Materials containers, the Contractor shall work with the on-site property manager to reduce contamination. Drivers of collection trucks shall have cameras and shall take pictures of loads exceeding the ten (10) percent contamination limit. For Yard Trimmings collection and Food Scrap Composting Program containers, contamination notices will be sent Customers when contamination exceeds five (5) percent contamination limit. Contractor shall record contamination incidents on Customer account to include date of incident, record of picture taken, and type of contamination. Contractor shall send Customer letter stating date and nature of contamination and shall include a copy of the picture(s). Contractor shall charge for three or more contamination incidents after

Customer receives two written warnings for contamination within one calendar year at a rate established by City.

Contractor shall notify Customers of failure to properly separate materials for recycling or to minimize contamination. This notice shall be pre-approved by the City. Notices shall also include actions that may be taken by Customers to correct the identified problem and a telephone number to contact to arrange for collection. Contractor shall collect within twenty-four (24) hours, once reason or reasons for initial non-collection are cured. The Contractor shall provide a monthly list of accounts receiving notice to the City for follow-up.

The following table lists various recycling streams to be collected. This list includes items to be accepted in the recycling stream and items that are considered contamination in the recycling stream.

Table 6-2
Recycling Streams and Contaminants

Recycling Stream	Material	Acceptable Materials	Unacceptable Materials (Contamination)
Single-Stream		Newspaper, phone books, catalogs, magazines, brown paper bags, packaging, egg cartons, white paper, colored paper, envelopes (windows are not contamination), junk mail, glossy paper, shredded paper (in clear bags), carbonless paper, chipboard/boxboard, cardboard, wrapping paper, empty aluminum cans, empty tin cans, juice containers, beer containers, sauce containers, soda cans, tuna cans, soup	Paper tissues, paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, wax paper, foil lined paper, Tyvex (non-tearing) envelopes, plastic and non-paper bags, non-rigid plastic packaging, plastic liners (i.e. cereal bags), windows, mirrors, dishware, ceramics, light bulbs, florescent tubes, wood furniture, Styrofoam, MSW, Hazardous Waste, hard cover books/manuals, pyrex materials, fiberglass materials,

	cans, loose jar lids, empty aerosol, empty glass beverage containers, empty glass food containers, all glass colors, empty CRV and non-CRV plastic containers, trays and bottles #1 through #7, soft cover books/manuals, milk/juice cartons, plastic toys, plastic irrigation or PVC pipe, rigid plastic sheets or panels, empty plastic buckets and baskets, empty plastic flower pots, plastic crates and carts	Universal Wastes such as household batteries, fluorescent lamp and ballasts, bubble wrap, tarps, textiles, clothes, shoes, E-Waste and small manufactured goods (e.g. purses, handbags and backpacks)
Yard Trimmings	Loose green material from the yard, grass clippings, leaves, weeds, tree prunings, bush prunings, plant material, vineyard clippings, tree trunks/stumps/branches 6" or less in diameter	Rocks, dirt, plastic bags, MSW, Single-Stream Recyclables, pet waste, Hazardous Waste, tree trunks/stumps/branches greater than 6" in diameter
Food Scraps	All food, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, eggshells, wax cardboard, napkins, paper towels, paper plates, tea bags, coffee grounds, coffee filters, wood crates, sawdust, all acceptable compostable items	MSW, Single-Stream Recyclables, liquids, Hazardous Waste, rocks, dirt, pet waste, cloth or plastic diapers, Packaged Organics

Soiled Paper Products	Paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, waxed paper, butcher paper, paper take-out boxes and containers, greasy pizza boxes, soiled paper bags and cardboard, waxed cardboard.	MSW, Single-Stream Recyclables, liquids, Hazardous Waste, rocks, dirt, pet waste
Packaged Organics	Food Scraps, expired food or other compostable organic materials still in original manufacturer packaging requiring separation from inorganic packaging prior to active composting or anaerobic digestion; boxed cereal, canned foods & soups, packaged meat & dairy products, bagged or pre-packaged boxed produce and/or other food products.	Inorganic (non-compostable) MSW, Single-Stream Recyclables, Hazardous Waste, rocks, dirt, pet waste, organics in wood or metal packaging
Wood	Non-treated wood, stained wood, wood with nails, wood with small metal items, tree trunks/stumps/branches (free from leaf and brush material)	Painted wood, lacquered wood, creosote treated wood, railroad ties, telephone poles, excessive nails, large metal items, Hazardous Waste
Chipped Wood	Pre-chipped tree trunks/stumps/branches or pre-chipped untreated wood with no metal items	Chipped wood with metal items, chipped Yard Trimmings, chipped treated or stained wood
Concrete	Clean concrete, concrete with rebar, asphalt not exceeding	All MSW, all other non-concrete materials such as stucco,

	5% of incoming load by weight, bricks, ceramic tiles, baselite blocks, concrete roof tiles, concrete pipe without asbestos	Hazardous Waste including concrete pipe with asbestos, asphalt exceeding 5% of incoming load by weight
Asphalt	Clean broken asphalt pavement with dirt not exceeding 5% of incoming load by weight	All MSW, all other non-asphalt materials, Hazardous Waste, dirt exceeding 5% of incoming load by weight
Metal	Ferrous metal, non-ferrous metal	Items less than 90% metal, fluids, Hazardous Waste, all MSW
Dry Wall	Clean dry wall (gypsum)	All MSW, all other non-dry-wall materials such as stucco, Hazardous Waste
Carpet	Clean and dry carpet from residential and commercial buildings; can be Carpet 6, Carpet 66, and carpet made from all other materials including PET, wool, and other natural and synthetic fibers	All MSW and other materials, Hazardous Waste, dirt, astroturf, carpet padding
Carpet Pad	Clean and dry carpet pad from residential and commercial buildings	All MSW and other materials, Hazardous Waste, dirt
Cardboard	Clean cardboard, chipboard	Wax cardboard, all MSW, all non-cardboard items, Hazardous Waste
Mixed Construction and Demolition	All concrete materials, all metal materials, all wood materials, all cardboard materials, all yard	MSW, all food waste, Hazardous Waste

	trimmings materials, drywall, dirt, soil, asphalt	
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6.9 Website.

Contractor shall create and maintain a website with information on all the City's solid waste and recycling programs. The Website shall include the complete recycling guide contained in the Napa phone book(s).

6.10 Seminars, Workshops, Presentations, Meetings.

Contractor shall ensure the attendance of qualified and knowledgeable employees of Contractor, on an as-requested basis, at local seminars, workshops, presentations, meetings and the like, to provide information or discuss matters related to solid waste management and recycling.

6.11 Annual Recycling Awards Event.

An annual recycling awards event (with a meal provided to award winners) is planned for businesses, multi-family complexes, schools, mobile home parks, and property managers who achieve the highest levels of recycling and/or composting and minimize contamination, as determined by the City. The Contractor shall work with City to create and manage this event.

6.12 Proposals for New Diversion Program.

Contractor shall, at no additional cost, within forty-five (45) days of a request by City, submit a written proposal on providing additional or expanded diversion services. The proposal shall contain a complete description of the following: (A) collection methodology to be employed; (B) equipment to be used and staffing requirements by number and classification; (C) type of container(s) to be used; (D) informational/promotional campaign; (E) projection of annual operating costs, including documentation of and support for key assumptions underlying projections.

SECTION 7 - TEMPORARY, PROVISIONAL AND EXPERIMENTAL DIVERSION PROGRAMS.

7.01 Temporary, Provisional and Experimental Programs.

The City desires to develop, test and implement new types of Diversion programs in order to reduce the quantity of MSW delivered to the Transfer Station. In order to test and determine the cost/benefit of new such new programs, City may direct the Contractor to conduct pilot, temporary and experimental programs as described in Section 14.14 of the Contract. If the scope of work, financial arrangements and equipment needed for any such program are of a breadth or complexity that the parties agree the program parameters should be included in the Contract, the scope of work for such programs shall be included in this Section 7 of Attachment B. Such programs are temporary and experimental in nature. Depending upon the Diversion achieved and the actual costs, the City, in its sole discretion pursuant to Section 14.14 of the Contract, may direct Contractor to continue a program, to expand or alter a program and/or to discontinue a program. Because such programs are temporary, provisional and experimental in nature, the parties agree the compensation arrangements are not included in Contractor's Capital and Operating Costs shown in Attachment T-11. The financial arrangements for each program shall be kept separate from the Contractor's Capital and Operating Costs and are described in Article 12 and Attachment T-6A, Attachment T-6B and Attachment T-12. This provides the City the ability to adjust the compensation if needed, based on the decisions being made, as described in Section 14.14 of the Contract.

The parties hereby agree to add the following new program that is temporary, experimental and provisional:

7.02 The Recycle More Program.

The purpose of the Recycle More program is to target and collect Recyclable Materials with a positive market value that are not accepted in the residential or commercial Single-Stream Recyclables collection programs either because of (a) the size of the item(s), or (b) the type of material. The specific materials to be Collected by Contractor as part of the Recycle More program will be determined by the City and may vary over time depending upon market conditions, processing technologies and other factors.

The Recycle More Items to be Collected by Contractor as part of the Recycle More program are defined in Attachment A and include the following:

As of April 1, 2013 the Recycle More Items include liquid cooking oil (excluding fat and grease), E-Waste, large metal appliances and oversized metal items exceeding thirty-six inches (36") from Residential Premises within City. Contractor shall also collect E-Waste, large metal appliances and oversized metal items exceeding thirty-six inches (36") from Commercial and Business Establishments within the City. Cooking oil collection service shall not be provided to Commercial and Business Establishments without the written approval of the City. For purposes of the Recycle More program, E-Waste shall include "anything with a cord".

As of November 1, 2013 the Recycle More Items also include clothing, other textiles (such as linens, bedding, and towels), shoes, belts, purses, handbags, backpacks, hard cover books, compact discs ("CD's"), digital versatile discs ("DVD's"), tapes, toys and other similar re-useable items.

As of January 1, 2016, the Recycle More Items also include household batteries (both single-use and rechargeable, non-automotive) from Residential Premises. Household batteries are only to be picked-up from Residential Premises when properly packaged by the customer (in clear, sealed plastic bags or containers) and when accompanied by another material normally picked up by the Recycle More curbside collection program. Household batteries are currently delivered to the permanent Household Hazardous Waste (HHW) collection facility adjacent to the Transfer Station for proper disposal and recycling at no charge to either the City or the Contractor. If this situation changes in the future, City and Contractor will meet and confer as to whether collection of household batteries will continue through the Recycle More program and how (or whether) any disposal/recycling charges will be addressed.

Contractor has purchased a 2011 Peterbuilt 330 van powered by hybrid diesel/electric technology. The purchase order describing the truck and the extended warranties purchased by Contractor is included in Attachment HH. Contractor shall also purchase, and install in the truck, racks to hold empty and full metal cooking oil containers and other supplies, and a "body wrap" (also known as an "advertising wrap") that labels the vehicle with the "Recycle More" program name and graphics. The total cost for the truck, warranties, metal racks and body wrap shall not exceed one hundred thirty thousand dollars (\$130,000).

Contractor shall also procure twelve hundred (1200) one-gallon metal screw-top containers and labels for the containers as shown in Attachment JJ. The containers will be distributed by Contractor to Residential Customers who elect to participate in the Recycle More program. The parties estimate that approximately six-hundred (600) additional containers will be purchased by Contractor for year two of the program, as the program grows.

Beginning April 1, 2013 Contractor shall advertise the availability of the Recycle More program using inserts in Customer bills as shown in Attachment JJ. Contractor shall also advertise the program using Contractor's web site, appropriate newspaper ads, radio spots, movie theater ads and other advertising methods, the cost, method and content for which must be pre-approved by City. Contractor shall collect the Recycle More Items on an appointment basis. When a Residential Customer calls or makes an online request to participate in the cooking oil recovery program, Contractor shall deliver to the Resident a metal screw-top container for storage of cooking oil. When a Customer calls to request a pickup of cooking oil and/or other Recycle More Items, Contractor shall collect the item(s) within ten (10) business days of the Customer request. When a cooking oil container is collected, Contractor shall leave an empty container for the Customer. The charge to the Customer for the Recycle More service shall be at the City-approved rates (currently the service is provided to the Customer at no charge) that may be adjusted periodically by the City. Once the Recycle More program is in full-scale operation Contractor shall operate the Recycle More vehicle five (5) days per week for a regular workday each day. The Recycle More vehicle shall be used primarily for the Recycle More collection program within the City of Napa and under no circumstances shall the vehicle be used to provide services outside the City limits of the City of Napa unless specifically authorized in writing by City.

All collected Recycle More Items shall be stored in a safe and secure manner inside the Recycle More vehicle and transported to the MDF. E-Waste and metal items shall be stored in Gaylord containers inside the vehicle. Should any cooking oil spill on the street, sidewalk, or on any other public or private property, Contractor shall immediately clean up the spill. Contractor shall carry appropriate supplies in the Recycle More vehicle for this purpose.

Contractor shall empty the collected cooking oil into a tank that has been placed by a cooking oil recycling company at the MDF. If needed in order to heat up cooking oil in the one-gallon metal containers so it may be poured into the tank, Contractor may purchase and utilize a stove/oven at a cost to the City not-to-exceed one thousand dollars (\$1,000). The cooking oil recycling

company will come on-site to the MDF on a periodic basis to empty the cooking oil from the tank and haul it away for reuse. Contractor shall maintain accurate records of the gauge readings on the tank and pumping equipment to determine the amount (gallons) of cooking oil collected by the cooking oil recycler.

Contractor shall maintain the cooking oil storage tank as recommended by the cooking oil recycler. Contractor shall provide all required maintenance, repair and cleaning of the Recycle More vehicle, as described in Article 7 of the Contract.

Contractor shall unload all collected Recycle More items and prepare them for marketing; and shall market said items along with other similar materials received at the MDF.

Contractor may propose addition of materials to the Recycle More program (e.g. mattresses, latex paint). City will consider such proposals and shall respond to Contractor within sixty (60) days of such proposal. The decision of the City shall be final. If the City decides to include additional materials, the provisions of Section 14.14 of the Contract shall apply.

Contractor shall include in the monthly Attachment R reports, all collection data for the Recycle More program including but not limited to the following: number and type (residential or commercial) of Customers requesting collection, number of Recycle More truck stops, number of metal containers of cooking oil collected, number of households with cooking oil containers, number of E-Waste, metal appliances/oversized metal items, and bags of textiles/reuse items collected, Tons of E-Waste, appliances/oversized metal items and textiles/reuse items collected, as well as the gallons and pounds of cooking oil collected and any notes about the size, operation, growth or other issues about the program, including any issues or problems along with proposed solutions. This reporting will include data collected from April 1, 2013 forward. Contractor shall report the gallons of cooking oil marketed, the tons of each category of Recycle More Items marketed, and the revenue received for each category of Recycle More Items in the monthly Attachment DD reports. The annual Attachment R report shall include the total annual Recycle More "time on route" and total miles driven.

The financial arrangements between the City and Contractor for the Recycle More program are described in Article 12 and Attachment T-6A, Attachment T-6B and Attachment T-12 "Financial Arrangements for Temporary, Provisional and Experimental Programs".

7.03 Carpet and Carpet Pad Recycling Program.

The purpose of the Carpet and Carpet Pad Recycling program is target and collect discarded (used) carpet and carpet pad (included multiple types of underpadding for carpet). The collection portion of the Carpet and Carpet Pad Recycling program was approved by the Napa City Council on June 21, 2011 where initial collection service rates were established effective August 1, 2011 (City of Napa Resolution No. R2011-91). Upon approval by the Napa Council and at the City's written direction, the Contractor purchased four (4) roll-off collection boxes with sliding roofs (to help keep the carpet and carpet pad clean and dry). The City reimbursed the Contractor for the cost of these four (4) roll-off collection boxes with sliding roofs for use by the Contractor for Customers participating in the Carpet and Carpet Pad Recycling program. Contractor agreed to collect carpet and carpet at no additional no costs beyond the labor and collection costs already included the City's baseline compensation described in Article 12 of this Agreement. City agreed that the service of carpet/carpet pad roll off boxes would be counted in the number "pulls" assessed during the City Cost Review process described in Article 12 and Attachment U of this Agreement.

For the processing cost of receiving, sorting and preparing discarded/used carpet for shipment to recycling markets and/or recycling facilities, the City agreed to pay Contractor a processing fee of \$25 per inbound Ton for calendar year (CY) 2018, \$25.88 per Ton for CY2019, \$26.79 per Ton for CY2020, \$27.73 per Ton for CY2021, \$28.70 per Ton for CY2022. ~~The parties agree that beginning January 1, 2023, the CY2022 processing fee of \$28.70 per inbound Ton paid by the City to Contractor for handling of carpet at the City's Materials Diversion Facility will be adjusted annually by the Bay Area labor index (CWURA422SAO CPI — Urban Wage Earner — All Items — San Francisco-Oakland-San Jose) through the final year of this Agreement term.~~ \$29.70 per Ton for CY2023, \$30.74 per Ton for CY2024, \$31.82 per Ton for CY2025, \$32.93 per Ton for CY2026, \$34.09 per Ton for CY2027, \$35.28 per Ton for CY2028, \$36.52 per Ton for CY2029, \$37.80 per Ton for CY2030 and \$39.12 for CY2031. Furthermore, the parties agree that the carpet processing fee is not part of the "Processing Fee for Throughput Over Baseline" calculation as described in Article 12 of this Agreement. Instead, the City and Contractor agreed that the Contractor will charge the City on a monthly basis based on the inbound tonnage of carpet received the previous month at the Materials Diversion Facility. Contractor has agreed that the carpet processing fee described herein is a fair and reasonable charge only if used/discarded carpet can be picked up for recycling from the Materials Diversion Facility at no charge to the Contractor. Because of the experimental and volatile nature of the

viable recycling markets and facilities for discarded/used carpet, the City and Contractor have agreed that the receipt and processing of carpet by Contractor at the City's Materials may be discontinued with sixty (60) day written notice from City to Contractor. If markets for discarded/used carpet change in the future and discarded/used carpet can only be recycling as a Negative Value Material, City and Contractor agree to comply with the process described in Article 6 of the Agreement for "Disposition Costs When No Markets Exist."

ATTACHMENT F**SCOPE OF WORK FOR OPERATIONS AT NAPA MATERIAL DIVERSION FACILITY****SECTION 1. INTRODUCTION****1.1 Facility Description**

Contractor shall operate the Napa Materials Diversion Facility (MDF) located at 820 Levitin Way, a private road on the south side of Tower Road in the southern, unincorporated portion of Napa County.

1.2 Overview of Scope

Contractor shall conduct the following activities at the MDF, which are more fully described in the following sections:

- Operate, maintain, repair and replace processing systems
- Design and implementation of processing systems
- Receipt and processing of materials
- Marketing of recovered materials, including billing of customers, and receipt of payments
- Transport of Residue
- Support to scalehouse operations
- MDF oversight and maintenance
- Identifying other MDF customers
- Recordkeeping and reporting

SECTION 2. GENERAL FACILITY REQUIREMENTS

2.1 General Guidelines

- 2.1.1 The Napa Materials Diversion Facility (MDF) and its design and operations must conform to the requirements described in this section.
- 2.1.2 Contractor shall use the MDF only for processing of Recyclable Materials delivered under this Contract and for directly related support purposes.
- 2.1.3 Contractor shall use the covered aerated static pile (CASP) System only for processing of Compostables delivered under this Contract. The CASP System shall receive and accommodate loads of preprocessed organic materials delivered to the CASP bunkers in Contractor's transportation vehicles from the organics preprocessing building.
- 2.1.4 Contractor shall operate and maintain the Storm Water System such that surface flows of liquids from the MDF are controlled and managed using best management practices and while meeting all applicable regulatory requirement, including in accordance with the Department of Water Resources (DWR) Compost General Order/Permit and with industry standards.

2.2 Materials to be Processed

- 2.2.1 The MDF must be designed such that it is capable of receiving and processing, at a minimum, the following material streams:

Yard Trimmings – Source-separated from residential and commercial accounts and self-haul vehicles; segregated Yard Trimmings from other MDF Processing Areas.

Food Scraps, Packaged Organics and Soiled Paper Products -- Source-separated from commercial accounts and co-mingled with Yard Trimmings and Soiled Paper Products from residential accounts.

Commingled Recyclables from single-stream recycling programs-- Consisting of a mixture of containers as well as paper grades from residential curbside programs, from commercial accounts, or both.

Commingled Recyclables from dual-stream recycling programs -- Composed of two separate mixtures: 1) a mixture of containers and 2) a mixture of paper grades. These streams may come from residential curbside programs, from commercial accounts, or both.

Source-Separated Recyclables – Source-separated recyclable materials from commercial accounts.

Source-Separated Wood waste – Source-separated wood waste stream from commercial accounts and self-haul vehicles; may include pallets for reuse or recycling.

Source-Separated C&D – Source-separated streams of Construction and Demolition Debris, from commercial accounts, self-haul, and government agencies.

2.2.2 The processing and recovery of materials from the material streams listed above shall only be performed at the MDF. No quantities of these material streams shall be processed at or by another facility, except in the cases of facility permit limits or an extended outage, under which cases the terms and conditions of the Contingency Plan shall govern, or as approved by the City.

2.2.3 The MDF must accept, handle, store, process if needed, and transfer to markets the following types of materials:

- E-waste
- Tires
- Bulky goods
- Used oil and used oil filters
- Carpet/Carpet Pad
- Use Cooking Oil

2.2.4 In addition, the City may direct the Contractor to conduct the following processing operations at the MDF, which shall be processed as described in Attachment J.

- Interim Mixed C&D Debris Processing
- Permanent Mixed C&D Debris Processing

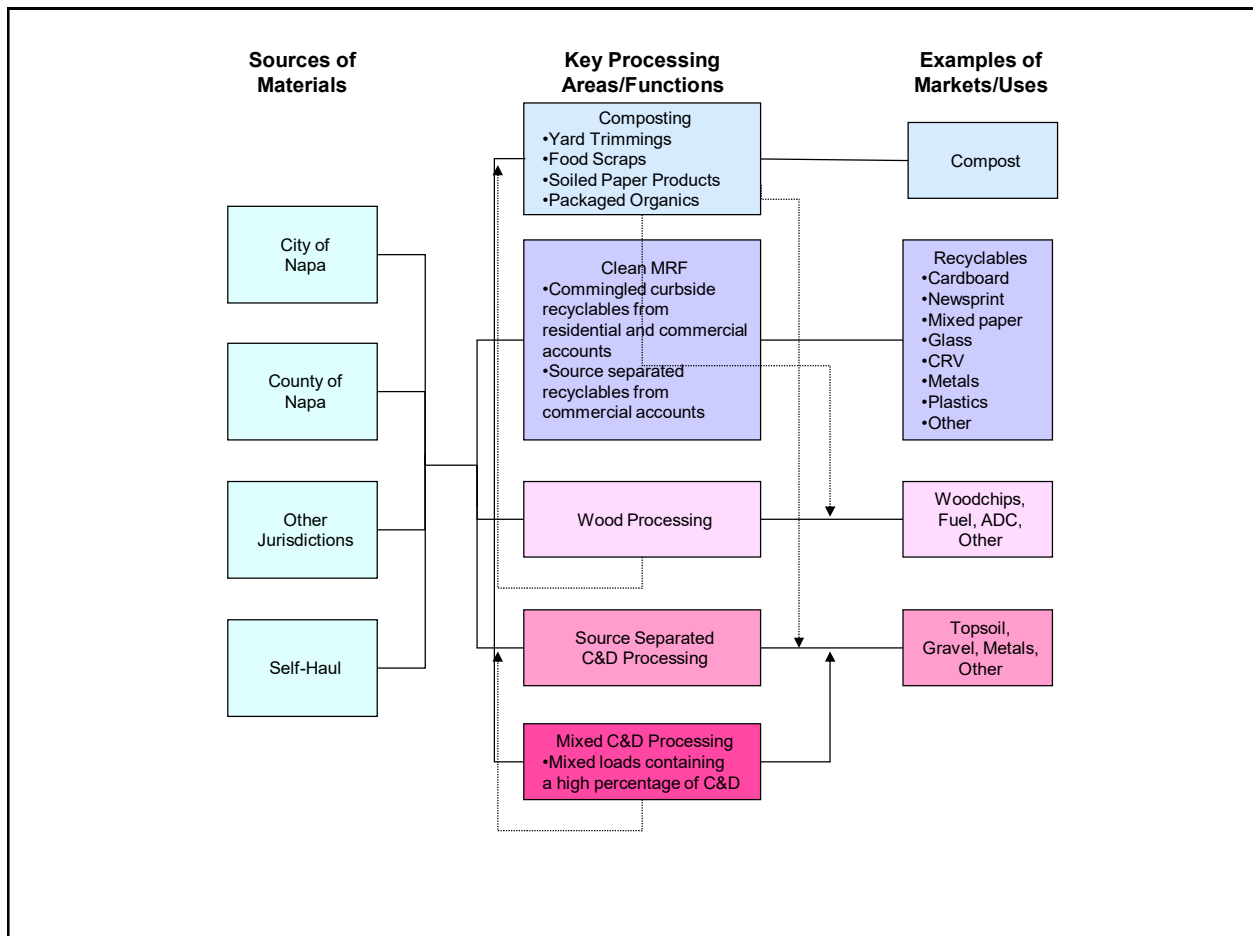
2.3 Key Processing Areas

2.3.1 The following key processing functions (referred to as Processing Areas) shall be conducted at the MDF:

- Composting
- Clean MRF
- Wood processing
- Source-separated C&D processing
- Mixed C&D processing (at the direction of the City)

2.3.2 The Processing Areas shall receive and process the materials listed in Section 2.2 as generally outlined in Figure F-1.

Figure F-1. Material Flowchart of Napa Materials Diversion Facility



Note: Mixed C&D processing shall be implemented at the direction of the City.

2.4 MDF Users

2.4.1 The MDF shall receive and accommodate loads of materials from the following types of users and vehicles:

- Collection vehicles servicing residential and commercial recycling programs
- Open top roll-offs
- Compactor roll-offs
- Self-haul vehicles operated by private contractors (e.g., landscapers), business owners, and the public, including automobiles, pick-ups, dump trucks, flat-bed trucks, vans, and trailers
- Vehicles from, or representing, City departments, NVUSD, County departments.

2.5 MDF Capacity

2.5.1 The MDF shall be designed to have Baseline capacity to accept and process, on an annualized basis, at least the quantities provided in Table F-1 (Baseline column) while operating at a maximum of one (1) 8-hour shift per day, and 5 days per week, with the exception of composting which is 7 days/week. Sufficient maximum rated capacity, system flexibility, and redundancy shall be provided to enable the MDF to accept and process peak deliveries as well as seasonal variations in quantities reliably, while satisfying the operating requirements of the contract.

2.5.2 The MDF must be capable of expansion of design capacity to process at least the quantities provided in Table F-1 (Expansion column).

2.5.3 If directed by the City to accept and process Mixed C&D Debris, the Baseline and Expansion capacities will be those presented in Table F-2.

Table F-1. Baseline and Expansion Design Capacities (tons/year)

Processing Area	Baseline Capacity	Expansion Capacity*
Composting Area	40,670	78,680*
Clean MRF	19,290	56,800*
Wood Processing	3,970	15,000*
Source-Separated C&D Processing	16,620	23,320*
Total	80,550	173,800*
*All Maximum Expansion Level Tonnages may be increased in the future if governing facility permits allow for increased tonnage throughput at MDF.		

Table F-2. Baseline and Expansion Design Capacities with Mixed C&D Debris Processing (tons/year)

Processing Area	Baseline Capacity	Expansion* Capacity
Composting Area	40,670	78,680*
Clean MRF	19,290	56,800*
Wood Processing	3,970	15,000*
Source-Separated C&D Processing	16,620	23,320*
Mixed C&D Processing	4,250	20,800*
Total	84,800	194,600*
*All Maximum Expansion Level Tonnages may be increased in the future if governing facility permits allow for increased tonnage throughput at MDF.		

2.6 MDF Schedule

2.6.1 The hours of receipt of loads from the general public shall be daily from 8:00 AM to 4:00 PM.

2.6.2 The MDF will be open every day of the year, except for the following four holidays: New Year's Day, Easter, Thanksgiving Day, and Christmas Day. On the following holidays when the MDF is open, the public operating hours shall be 8:00 AM to 3:00 PM: Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, and the day following Thanksgiving Day. On Christmas Eve, the public operating hours shall

be 8:00 AM to 12:00 PM (noon). See Section 1(g) of Attachment EE regarding the City's right to make minor temporary changes to MDF public operating hours.

SECTION 3. DESIGN AND OPERATING STANDARDS**3.1 MDF Minimum Design and Operational Requirements**

The design and operations of the MDF must conform to the following minimum requirements:

- 3.1.1 The MDF must be designed and constructed to comply with all applicable Federal, State and local regulations and industrial codes, as well as all applicable standards of technical societies, either as stated or as is standard in industry practice for state-of-the-art Solid Waste processing facilities.
- 3.1.2 The MDF must present a working system that is integrated with respect to function, building services, and architectural and structural elements.
- 3.1.3 The MDF and its Processing Areas must use technologies and equipment that have been demonstrated in commercial facilities (or otherwise adequately tested or demonstrated) to be effective, efficient, and reliable, and that yield products meeting market specifications as presented in Contractor's proposal or as required by users, whichever specifications are higher. All designs of the Processing Areas and equipment shall be in accordance with industry standards (see illustrative list of relevant, applicable standards in Table F-3).

Table F-3. Standard Industry Specifications

The following codes and standards shall be incorporated into the design and construction of the MDF. Where conflicting requirements exist, the more stringent shall apply. Local and state building and construction codes, where applicable, shall govern.

American Association of State Highway and Transportation
Officials (AASHTO)
American Concrete Institute (ACI)
American Hot Dip Galvanizers Association (AHDGA)
American Institute of Steel Construction (AISC)
American Iron and Steel Institute (AISI)
American National Standards Institute (ANSI)
American Petroleum Institute (API)
American Society for Testing and Materials (ASTM)
American Society of Heating, Refrigeration, and Air Conditioning
Engineers (ASHRAE)
American Society of Mechanical Engineers (ASME)
American Welding Society (AWS)
BOCA National Building Code
Conveyor Equipment Manufacturers of America (CEMA)
Institute of Electrical and Electronic Engineers (IEEE)
National Electric Code (NEC)
National Fire Protection Association Codes (NFPA)
National Board of Fire Underwriters (NBFU)
Occupational Safety and Health Administration (OSHA)
Steel Structures Painting Council (SSPC)
Underwriters' Laboratory (UL)

- 3.1.4 Contractor's improvements to the MDF, if any, shall be constructed in accordance with approved drawings and specifications, and Contractor will pursue the construction work diligently to completion, complying with all Federal, State, and local laws, ordinances, rules, and regulations related thereto.
- 3.1.5 Contractor shall use its best efforts and design the MDF such that the quality of recovered materials is preserved prior to transport of the materials to market, or sale or giveaway of recovered materials at the MDF, including protection of the materials from the elements (e.g., rain or dust) if needed.

- 3.1.6 The design and operation of the Processing Areas shall be such that quantities of Residue produced from each Processing Area shall be weighed separately outbound from the MDF and shall be separately weighed and disposed at the Devlin Road Transfer Station. It is recognized by the Parties that the Organics Preprocessing system handled organic materials from both the Composting and Wood processing areas and thus the quantities for Residue produced from these two processing areas will be a shared tonnage quantity. It is further recognized that the maximum contamination residue for both the Composting and Wood processing areas is shared maximum of percentage level of five (5) percent (see table F-2).
- 3.1.7 Contractor shall use it best efforts to provide sufficient space (and designate such with signage), for parking the vehicles used for transporting materials, the vehicles owned by the employees, as well as those vehicles used by visitors.
- 3.1.8 The use of natural lighting shall be maximized throughout the MDF.
- 3.1.9 All maintenance and spare-parts storage areas shall be provided with security locks; entry to those areas shall be controlled and only by authorized contractor personnel.
- 3.1.10 The design and operation of processing systems and areas shall be such that paved surfaces are not unreasonably deteriorated due to contact between Rolling Stock (such as front-end loaders) and attachments (e.g., buckets, roll-off boxes) and the surfaces. The features of Contractor's design and operation to conform to this standard shall be as described in Contractor's proposal.
- 3.1.11 The City will post easily-readable signs at the entrance to the MDF detailing the regulations which must be followed by vehicles entering the station, indicating the hours of operation, the types of Recyclable Materials accepted, the rates charged, and a local telephone number to call for information or in case of emergency. Contractor shall maintain and repair these and other on-site signs. Contractor will ensure that all MDF signage will be updated and comply with these requirements no later than December 31, 2018. Contractor shall not post any signs without the prior written consent of the City.
- 3.1.12 Contractor shall design and operate the MDF, including sufficient traffic controllers and signage, such that traffic flow from the inbound scale to processing areas, at Processing Areas, and from Processing Areas to the outbound scale is orderly and free flowing. Once

past the inbound vehicle scale, the time required to begin unloading shall not exceed ten (10) minutes for any user. Design, construction, and maintenance of on-site roads shall conform to State and local requirements. Traffic flow shall be according to the flow indicated on the Site Plan, as approved by the City.

- 3.1.13 Mechanical room(s), if provided, shall be designed to accommodate the equipment provided, and to permit equipment maintenance and replacement without structural modification.
- 3.1.14 The design and installation, and operation of all receiving and processing systems shall be in accordance with all applicable local, State, and Federal codes, regulations, and statutes related to fire detection and control.
- 3.1.15 MDF shall be designed and operated to allow access by fire equipment and other emergency service vehicles to all parts of the MDF at all times.
- 3.1.16 MDF shall be designed and operated such that any odors generated on the site are not a nuisance beyond the site boundary. Contractor shall control odor at the MDF by use of odor control equipment and programs.
- 3.1.17 MDF shall be designed and operated such that internal and external dust emissions are no greater than those allowed by applicable local, State, and Federal regulations and statutes, and such that off-site impacts are avoided due to nuisance dust generation. Contractor shall control dust at the MDF by use of installed dust control systems.
- 3.1.18 MDF shall be designed and operated to minimize and control any litter that may be generated by the operations. Litter includes fugitive materials escaping from processing equipment. Contractor shall sweep daily all areas of the MDF. In addition, Contractor shall police at least twice weekly the street frontages abutting the MDF, collecting all debris along these streets. Materials so collected shall be disposed at the Devlin Road Transfer Station.
- 3.1.19 MDF shall be designed and operated such that the level of noise of the operations are in conformance with all applicable local, State, and Federal regulations and statutes.

- 3.1.20 MDF shall be designed and operated such that equipment and operations are in conformance with all applicable local, State, and Federal health and safety regulations and standards relevant to occupational and public health and safety.
- 3.1.21 MDF shall be designed and operated to prevent off-site surface migration of leachate, storm water or wastewater, or sub-surface leachate whose qualities or other characteristics are not in conformance with applicable local, State, and Federal regulations and statutes. Any wastewater that is stored on-site, including but not limited to that stored in surface impoundments (ponds), shall receive treatment such that the wastewater does not become a source of unpleasant odors or a place for breeding insects.
- 3.1.22 All lighting shall be in conformance with all applicable local, State, and Federal regulations and statutes.
- 3.1.23 Any grading or modification of the surface of the MDF shall minimize erosion due to wind or water, changes to geological substructures, or conditions that would result in unstable slopes. Additionally, new grading or surfaces installed within the MDF shall be designed by a qualified, experienced, and registered professional engineer and shall be installed as designed. The installation shall be monitored and observed for conformance to the design and specifications by a qualified and experienced professional.
- 3.1.24 The design and operation of all proposed processes shall be in accordance with all Federal, State, and local air pollution regulations.
- 3.1.25 Explosives shall not be used for demolition or construction at the MDF without prior authorization from the City.
- 3.1.26 If any hazardous materials are used during the installation or operation of processing equipment, or otherwise, the materials shall be used and managed according to all applicable Federal, State, and local environmental laws and regulations and other permits and requirements. Similarly, if any hazardous wastes are generated during the installation or operation of equipment, such wastes shall be managed according to applicable regulations, permits, and requirements.
- 3.1.27 Processing equipment and systems shall be designed, installed, and operated such that spillage of material from processing equipment and dust emissions from processing

equipment are minimized, collected, and managed properly. Additionally, floors or surfaces of the MDF shall be inspected and cleaned daily or more often if necessary to prevent accumulations of spilled materials, litter, and dust and dissemination of spilled materials, litter, and dust away from the point of generation.

3.2 MDF Operations

- 3.2.1 The MDF must be operated and maintained in compliance with all applicable Federal, State, County, and local environmental laws and regulations and other permits and requirements, as well as Occupational Safety and Health Administration (OSHA) and National Institute of Occupational Safety and Health (NIOSH) requirements. Fire protection systems must be maintained in accordance with applicable County fire code and insurance underwriter requirements. Contractor shall provide all necessary and appropriate fire control equipment. Prior to commencing operations at the MDF, Contractor shall submit a fire prevention, control, and management plan for the MDF and obtain approval from the City.
- 3.2.2 Contractor shall operate the MDF as necessary to ensure a smooth, continuous operation. Contractor shall provide uninterrupted service in operating and maintaining the MDF. Contractor's Contingency Plan shall be followed for any outage in excess of forty-eight (48) hours in any Processing Area.
- 3.2.3 Contractor must ensure that incoming materials, processed materials, and residue are only stored as specified. Storage is only acceptable to the extent that satisfactory odor, vector, dust, and fire control measures are employed to minimize nuisance, health, and safety problems, and is only acceptable to the extent allowed by applicable Federal, State, and local regulations.
- 3.2.4 Contractor shall conduct the operation of the MDF in such a manner as to ensure that conditions are unfavorable for production of rodents and insects. In the event that rodent and insect activity becomes apparent to the Local Enforcement Agency or the City, supplemental vector control measures shall be initiated by Contractor, as directed by the Local Enforcement Agency and the City.

- 3.2.5 Contractor shall use its best efforts to operate the MDF such that the quality of recovered materials is preserved prior to transport of the materials to market or sale or giveaway of recovered materials at the MDF including protection of the materials from the elements (e.g., rain or dust) if needed.
- 3.2.6 The MDF must be maintained in a neat and orderly manner and inspected to remove litter daily, or more frequently if necessary. Storage of equipment or any other materials not related to the operation of the MDF is not allowed.
- 3.2.7 Contractor will store, handle, use, and dispose all hazardous materials (i.e., lubricants, and solvents) that are necessary to the operation and maintenance of the MDF in accordance with Federal, State, and local requirements.
- 3.2.8 Contractor shall observe loads of materials as they are discharged from vehicles at each of the Processing Areas, and shall identify any loads that contain Hazardous Waste, and shall maintain a log of such loads. If any load of materials containing Hazardous Waste is inadvertently accepted at the MDF from any hauler, Contractor shall instruct the driver to reload the Hazardous Waste into the vehicle and remove the materials from the MDF. Any Hazardous Waste discharged at the MDF shall be stored, transported, and disposed of at Contractor's expense.
- 3.2.9 Contractor shall observe loads of materials as they are discharged from vehicles at each of the Processing Areas, and shall identify any loads that, in the opinion of Contractor, exceed the allowable concentration of Contamination. For any load that exceeds the allowable concentration of Contamination (see Table F-4). Contractor shall take the following actions:

**Table F-4. Allowable Concentration of Contamination
in Loads Discharged at the MDF (% wt. basis)**

Processing Area	Contamination Level
Composting Area	5%
Clean MRF	10%
Wood Processing	5%
Source-Separated C&D Processing	5%
Mixed C&D Processing (if directed by the City to accept and process)	25%

3.2.9.1 Self-haul vehicles: Promptly notify the scalehouse attendant so that the vehicle operator is properly charged according to the relevant gate fee for mixed loads. If the driver is unwilling to pay the higher rate, the Contractor shall instruct the driver to reload the entire load into the vehicle and remove the materials from the MDF.

3.2.9.2 Collection vehicles servicing the City of Napa: (1) Complete a Contamination Violation Notice (CVN) and distribute a copy to the driver of the vehicle and to the City, and maintain a copy in the MDF office. (2) For repeated offenses on the same route, Contractor shall notify the City and arrange a ride-along for City and Contractor staff.

3.2.9.3 Collection vehicles servicing other jurisdictions: (1) Complete a Contamination Violation Notice (CVN) and distribute a copy to the driver of the vehicle and to the City, and transmit a copy to the collection company that owns the vehicle. (2) For repeated offenses by the same collection company, the City will contact the company to resolve the problem. (3) If the company disputes that the loads exceed the allowable concentration of contamination, a quantitative analysis will be conducted by a third party on a representative sample of such a load. The cost of the quantitative analysis will be paid by the company if the results of the analysis demonstrate unacceptable levels of contamination, and by the Contractor if the levels of contamination are within acceptable limits.

3.2.10 At the busiest periods of traffic at the MDF, no more than ten (10) minutes shall be required for a loaded vehicle to travel from the inbound scale and to park for discharge of the load

at the tipping area of the Clean MRF or at other areas designated for discharge of materials.

- 3.2.11 Contractor shall be responsible for the safe control and direction of traffic once it enters the MDF. Contractor shall make optimal use of queuing lanes and unloading spaces and shall operate and store vehicles so as not to impede on-site traffic.
- 3.2.12 Contractor shall be responsible for periodic pumping of collected wastewater by a pumping truck, if needed, and its transport off-site and proper disposal in accordance with applicable regulations. If it should occur that wastewater must be transported off-site, the Contractor will inform the City of this need. Contractor shall be responsible for the pumping, transport, and disposal and the City and Contractor will share equally in the costs associated pumping, transport and disposal of wastewater off-site if it deemed necessary by the City.

3.3 Equipment

- 3.3.1 Contractor shall provide equipment redundancy and replacement as necessary to ensure a smooth, continuous operation. Contractor shall operate and maintain the equipment.
- 3.3.2 Contractor shall maintain the equipment installed for use at the MDF as described with more detail in the Attachment M-2. Contractor shall procure and install new or replacement equipment for the remaining Equipment Listed in Attachment M-2, as well as for use in other processing areas at the MDF as listed in Attachment M-3.
- 3.3.3 Any equipment used to size reduce (e.g., grind or shred) materials must conform to applicable health and safety regulations and be designed and operated such that airborne projectiles generated by the process are contained and do not pose a health and safety hazard to operating personnel or other persons on the site. Suppression systems must be used to control dust and other emissions from the equipment.
- 3.3.4 Contractor shall maintain an equipment inventory and follow the approved Contingency Plan, as necessary, to ensure smooth and continuous service. Contractor shall possess on-site the necessary electrical and mechanical testing instruments and other equipment to identify and diagnose equipment and processing problems. Contractor shall possess

on-site maintenance equipment to perform routine maintenance and repairs. Such maintenance equipment includes welding equipment and heavy-duty mechanical repair equipment.

- 3.3.5 Contractor shall furnish backup, substitute or replacement equipment necessary to continue uninterrupted receipt of materials and processing when equipment regularly in service is inoperable or unavailable. If there is an unanticipated major equipment repair or service disruption that will exceed 60 days, Contractor may describe the situation in writing to the City that will include a recommendation of how best to resolve the situation, and make may a formal request for partial (or full) cost reimbursement to the City, which City shall retain sole discretion to approve or deny.
- 3.3.6 Sufficient Rolling Stock must be provided for the efficient handling of incoming materials, processed materials, and residues. Spare equipment shall be provided for up to 60 days as described in 3.3.5.
- 3.3.7 All Rolling Stock shall comply with all applicable federal, state, and local laws, including (1) U.S. Department of Transportation: Federal Motor Vehicle Safety Standards; Federal Motor Carrier Safety Regulations; Interstate Motor Carrier Noise Emissions Standards, (2) U.S. Environmental Protection Agency: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, and (3) Bay Area Air Quality Management District.
- 3.3.8 All Rolling Stock owned, operated, or both by the Contractor that leaves the MDF to transport materials or Residue shall comply with applicable laws. Such equipment shall be painted in a uniform color scheme approved by the City and shall prominently display a MDF service mark (logo), the design and placement of which are subject to City approval.
- 3.3.9 Contractor shall use blade guards and rubber tires on all mobile equipment operated in and around the MDF and shall use due care in their operation to avoid damaging the concrete- and asphalt-paved floors and roadways of the MDF.
- 3.3.10 All Rolling Stock loaded with Residue for disposal must be parked in an area designated for such storage at the end of the day.

3.4 Composting Area and Covered Aerated Static Pile System

- 3.4.1 MDF design and operation standards shall apply.
- 3.4.2 The Contractor shall operate and maintain the covered aerated static pile composting system (CASP).
- 3.4.3 Contractor must maximize the recovery of marketable material types meeting the requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.
- 3.4.4 Contractor must operate and maintain the CASP in compliance with the BAAQMD to Construct Application No. 27180, Plant No. 17403, Condition 27133, or subsequent permits as issued.
- 3.4.5 Contractor shall maintain a copy of the most recent BAAQMD approved Best Management Practices (BAAQMD BMPs) at the MDF and shall provide training to the staff to operate the CASP in accordance with BAAQMD BMPs.
- 3.4.6 CASP must be operated in a manner that minimizes fugitive debris, dust, and odor emissions, and meets all applicable local, State, and Federal regulations and statutes.
- 3.4.7 Organic materials shall be processed in the CASP as described in Attachment J.
- 3.4.8 Organic Pre-Processing
 - 3.4.8.1 A minimum number of operators shall be onsite to immediately process material through the processing line consisting of several screens and grinders to sort and size feedstock appropriately.
 - 3.4.8.2 Contractor's feedstock mixing and blending must be capable of processing yard trimmings, food scraps, soiled paper products and packaged organics into a proper feedstock mixture. The mixture is required to meet bulk density, C:N ratio, pH, and moisture content parameters in accordance with BAAQMD BMPs.

3.4.8.3 Contractor's processing system must include appropriate pre-processing equipment (e.g., size reduction) and post-processing equipment (e.g., screen to size compost product).

3.4.8.4 Contractor's processing system shall be capable of grinding organic material 4" minus to go through the composting process.

3.4.9 Yard Trimmings

3.4.9.1 Contractor's processing system must be capable of accepting and composting: 1) incoming Yard Trimmings (including Holiday Greenery); and 2) Yard Trimmings recovered from other Processing Areas.

3.4.9.2 Contractor's processing system may also include Yard Trimmings processing for material recovery other than composting, e.g., production of wood fines or wood chips. Wood chips may be recycled as fuel, provided that diversion requirements of the Act are met.

3.4.10 Food Scraps, Soiled Paper Products and Packaged Organics

3.4.10.1 Contractor's processing system must accept and compost Food Scraps, Soiled Paper Products and Packaged Organics from commercial and residential accounts in the City and other City contract sources delivering Compostables to the MDF.

3.4.10.2 De-packaging equipment shall be capable of processing commercial food waste prior to transferring to the CASP. De-packaging equipment will operate independently from the Organics pre-processing line. Processed food waste will be transferred out to CASP.

3.4.10.3 Due to the putrescible nature of the material, all of the feedstock shall be processed within 24 hours or as directed by the applicable permits.

3.4.11 Finished Compost

3.4.11.1 Contractor must maximize the recovery of marketable material types meeting the requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.

3.4.11.2 The storage area for the compost shall be capable of accommodating fluctuations in market conditions but in no case shall the finished compost be stored for periods greater than sixty (60) days without the written approval of the City.

3.5 Clean MRF

3.5.1 MDF design and operation standards shall apply.

3.5.2 Contractor's processing system must allow for processing of: 1) incoming Commingled Recyclables from single-stream and dual-stream recycling programs, paper grades (including telephone directories), and Source-separated Recyclables; and 2) similar materials recovered from other Processing Areas.

3.5.3 Contractor's processing system must maximize the recovery of marketable material types meeting requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.

3.5.4 The processing system shall include a baling process that produces densified products in a manner that can be properly and legally shipped to markets. The baling equipment shall be capable of producing bales for efficient shipping and meeting export market specifications.

3.5.5 The receiving, processing and storage areas, must be operated as necessary to minimize fugitive debris, dust, and odor emissions, and meet all applicable local, State, and Federal regulations and statutes.

3.5.6 No materials or solid waste shall remain on the tip floor of the Clean MRF past 6 PM, each Saturday night without the written permission of the City.

3.5.7 Commingled recyclables that will be processed in the Clean MRF shall be discharged and stored under roof to the maximum extent possible.

- 3.5.8 The storage area for the recovered products shall be capable of accommodating fluctuations in market conditions but in no case shall materials be stored for periods greater than thirty (30) days without the approval of the City. To the extent possible at the MDF, paper and other paper fiber products shall be stored indoors, or otherwise be protected from the elements. At Contractor's discretion, bulk products may be stored under roof only, provided means are included for control of litter and for protecting the integrity of the products from rain and runoff.
- 3.5.9 The design of processing systems and operation of such systems within or immediately adjacent to the outside of the Clean MRF building shall be such that the sidewall skin of the building and supporting vertical structural members are protected from contact with waste, materials, and Rolling Stock. The features of Contractor's design and operation to conform to this standard shall be as described in Contractor's proposal.

3.6 Wood Waste Processing

- 3.6.1 MDF design and operation standards shall apply.
- 3.6.2 Contractor's processing system must allow for processing of: 1) incoming wood waste; and 2) wood waste recovered from other Processing Areas.
- 3.6.3 Contractor's processing system must maximize the recovery of marketable material types meeting requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.
- 3.6.4 Design must allow for grinding (or chipping or shredding) and sizing (e.g., screening) of wood materials to market specifications for solid fuel, for mulch, or as a feedstock to composting.
- 3.6.5 Any wood waste that is processed using the size reduction equipment for processing of Yard Trimmings, or that is used as a feedstock for composting will be counted against the permitted compost processing capacity.
- 3.6.6 The storage area for the recovered products shall be capable of accommodating fluctuations in market conditions but in no case shall the material be stored for periods greater than fifteen (15) days without the approval of the City.

3.7 Source-Separated C&D Processing

- 3.7.1 MDF design and operation standards shall apply.
- 3.7.2 Contractor's Source-Separated C&D processing system must be capable of receiving and processing incoming loads of clean, dry, predominately single-material C&D debris.
- 3.7.3 Contractor's processing system must maximize the recovery of marketable material types meeting requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.
- 3.7.4 The receiving, processing, and storage areas must be designed as necessary to minimize fugitive debris, dust, and odor emissions.
- 3.7.5 The storage area for the recovered products shall be capable of accommodating fluctuations in market conditions but in no case shall the materials be stored for periods greater than thirty (30) days without the approval of the City.

3.8 Mixed C&D Stream

- 3.8.1 Within three (3) months of receiving notice from the City, the Contractor shall implement a Mixed C&D processing operation at the MDF. At the direction of the City, the processing system will be based on the Interim design or Permanent design proposed, as described in Attachment J, and in accordance with the following subsections.
- 3.8.2 MDF design and operation standards shall apply.
- 3.8.3 Contractor's Mixed C&D processing system must be capable of receiving and processing incoming loads of dry, mixed C&D debris (i.e., loads containing multiple types of C&D materials) with an estimated maximum contamination of 25% by weight.
- 3.8.4 Contractor's processing system must maximize the recovery of marketable material types meeting requirements of the Act and not requiring disposal. Materials shall be processed to a level such that the products meet specifications from viable markets.

- 3.8.5 Loads with multiple types of C&D debris will be segregated and processed to maximize recovery of materials. In addition, the materials shall be processed to a level such that the products meet specifications from viable markets.
- 3.8.6 All processing is to be performed within the boundaries of the MDF site.
- 3.8.7 The receiving, processing and storage areas, must be enclosed as necessary to minimize fugitive debris, dust, and odor emissions, and conform to local, State, and Federal regulations and statutes.
- 3.8.8 The storage area for the recovered products shall be capable of accommodating fluctuations in market conditions but in no case shall the material be stored for periods greater than thirty (30) days without the approval of the City.

3.9 Other Materials

- 3.9.1 MDF design and operation standards shall apply.
- 3.9.2 MDF shall be capable of receiving, handling, storing, processing if needed, and transferring to markets other materials including: E-waste, Tires, Bulky Goods, Carpet,/Carpet Pad, used cooking oil and Used Oil and Used Oil Filters.
- 3.9.3 MDF will accept at no cost up to the maximum number of tires that may be self-hauled according to applicable state and local requirements from residents who self-haul and present coupon and either a Driver's License or phone bill proving residency within Napa County. Such coupon shall be distributed one time per year.
- 3.9.4 Contractor will accommodate the clean-up days of the City for Bulky Goods in operating the MDF. On such days, Bulky Goods (such as appliances, furniture, rugs and textiles, wood, and home remodeling debris) may be collected from residents and commercial accounts. Arriving materials must be tracked separately to facilitate reporting to CalRecycle, and diverted from disposal to the extent possible.
- 3.9.5 The storage area for the Recovered Materials shall be capable of accommodating fluctuations in market conditions, but in no case shall Tires be stored for periods greater than sixty (60) days, Used Oil and Used Oil Filters be stored for periods greater than ninety

(90) days, and other materials be stored for periods greater than thirty (30) days without the approval of the City. Storage of materials shall conform to all applicable Federal, State, and local laws and regulations, and other permits and requirements.

3.10 Cleaning and Maintenance

3.10.1 Maintenance Building:

3.10.1.1 Contractor shall be responsible for operating a maintenance facility on-site at the MDF, and maintaining within the facility an adequate supply of replacement parts and other supplies and equipment (e.g., tools) needed to perform basic repair and maintenance of Rolling Stock and fixed equipment used by the Contractor.

3.10.1.2 Contractor shall procure, install, operate, and maintain truck washing equipment in the truck wash location on the north side of the Clean MRF building consistent with specifications described in Contractor's proposal.

3.10.2 Cleaning:

3.10.2.1 Contractor shall maintain the MDF and equipment used in providing service under this Contract in a safe, clean, neat, and operable condition at all times.

3.10.2.2 Building office areas shall be cleaned daily, Monday through Friday. Work areas within buildings and structures shall be swept daily.

3.10.2.3 The building(s) shall be thoroughly cleaned with pressurized hot water at least once per year, and one month prior to expiration of the Term of this Contract.

3.10.2.4 Rolling Stock and fixed equipment shall be kept clean, shall be thoroughly washed on the exterior at least once every week and thoroughly cleaned with pressurized hot water at least once per year.

3.10.3 Painting:

3.10.3.1 All surfaces on the interior of all buildings and structures shall be repainted or refurbished by Contractor so that they present an acceptable appearance in the

opinion of the City, provided that painting will not be required more than once every six years. The Contractor must submit the type of paint, color, method of application, and any other information requested by the City, to the City for review and approval prior to commencement of repainting work in accordance with Section 8.1.1 of this Attachment F.

3.10.3.2 Vehicles shall be repainted and/or refurbished so that they present an acceptable appearance in the opinion of the City.

3.10.4 Maintenance and Repair:

3.10.4.1 Contractor's Obligations. Contractor shall keep and maintain in good, safe condition and repair the MDF, including all structures, infrastructure, appurtenances and every part thereof, including without limitation:

- Administration building
- Clean MRF building, including attached adjacent structures (e.g., personnel facilities and maintenance area), and below grade conveyor pits
- Organics pre-processing area and systems
- Covered aerated static pile composting system (CASP)
- Stormwater treatment system
- Weigh scale gatehouse
- Vehicle weigh scales, including monthly inspection and cleaning of below grade areas supporting the inbound scale and the superstructure supporting the outbound vehicle scale
- Fixed equipment, such as conveyors, compactors, trommels, balers, shredders and screens
- Mechanical, electrical, lighting, heating, ventilating and air conditioning systems
- Fire and dust suppression systems
- Fuel storage and dispensing facilities
- Drains and drainage control systems

- Surface impoundments (ponds)
- Sanitary sewer system
- Stormwater drain system
- Potable water supply system
- Perimeter and internal fencing
- Roadways and parking areas, paved or otherwise surfaced
- All personal property furnished by Contractor including vehicles

3.10.4.2 City's Obligations. City shall maintain in good condition the structural elements of the MDF, e.g., roof, foundation, floors, exterior walls (but not plate glass, glass windows, and window frames, which are the responsibility of Contractor), and paved exterior areas, unless such maintenance and repair becomes necessary in whole or in part due to negligent acts of Contractor or its agents, in which case Contractor shall reimburse City for the cost of such maintenance or repair.

3.10.4.3 Contractor shall perform periodic maintenance on all equipment, in accordance with applicable manufacturer's specifications and schedules and so as to maintain in force any manufacturer's/vendor's warranties.

3.10.4.4 Contractor shall also repair any damage to any facilities, whether owned by it or City, caused by the actions of its employees, subcontractors or other agents.

3.10.4.5 Contractor shall be responsible for securing replacement parts (and for maintaining an inventory of spare parts as agreed on with City) for all equipment and for MDF systems and facilities which it is required to maintain and repair. City will reimburse Contractor for the out-of-pocket cost of replacement/spare parts used for stationary and processing equipment owned by City (including weigh scales, organics pre-processing system, CASP and fixed Stormwater treatment equipment). The cost of all other replacement/spare parts, including those for equipment furnished by Contractor and for MDF systems and facilities, will be borne by Contractor and is therefore included in the compensation provided under the Contract. The cost of all labor required for maintenance and repair performed by Contractor will be borne by Contractor and is included in the compensation provided under the Contract.

3.10.4.6 Contractor shall regularly maintain (e.g. water, weed, prune and repair) all landscaped areas at the MDF (i.e., within the perimeter fence and out to the gatehouse) so that they present a neat and attractive appearance to the satisfaction of the City. Contractor shall replace all plant materials (trees, bushes, etc.) which are damaged or killed by Contractor's operations with plant materials of the same type, unless a different type is approved in advance by the City.

3.10.4.7 City shall also be responsible for capital maintenance, including fire suppression and lighting, for the (1) organics receiving building; (2) south particulate building and north particulate building. All other maintenance obligations at the MDF shall be the responsibility of Contractor.

3.10.5 Modifications to MDF: Contractor shall not make any modifications to the MDF or to facilities or equipment owned by City without City's prior written consent, which the City may grant or withhold in its sole discretion. All modifications to the MDF are subject to the requirements of Section 8.1.1 of this Attachment F. If Contractor performs any modification work prior to receiving City approval, City may require Contractor to remove all such work at Contractor's sole expense and restore the MDF, facility or equipment to its prior condition.

3.10.6 Destruction of Premises:

3.10.6.1 If MDF building structures are totally or partially destroyed from a risk covered by insurance in effect at the time, City shall restore the MDF to substantially the same condition as it was in immediately before destruction, provided that City's obligation hereunder is limited to the amount of insurance proceeds it receives. Such destruction shall not terminate this Contract.

3.10.6.2 If MDF building structures are totally or partially destroyed by a risk not covered by insurance then in effect, City shall have the election to terminate this Contract or to restore the premises, such election to be made within a reasonable time after the destruction occurs and after the City has been informed the destruction will not be covered under its insurance policy.

3.10.7 Spill Response Plan: Contractor shall provide kits for cleanup of spills of hazardous materials, including used motor oil, at the MDF. Contractor shall implement the Spill Response component of the Hazardous Waste Exclusion Program.

3.10.8 Repairs: Repairs to the MDF made pursuant to this Section 3.10 are subject to the requirements of Section 8.1.1 of this Attachment F.

3.11 Stormwater Management

3.11.1 Contractor shall maintain a Stormwater Pollution Prevention Plan (SWPPP) in compliance with California's Industrial General Permit Order 2014-0057 for Stormwater Discharges Associated with Industrial Activities (General Permit), or subsequent permit.

3.11.2 Contractor shall ensure its SWPPP is developed, implemented and revised as necessary to be consistent with any applicable municipal, state, and federal requirements that pertain to the requirements in the General Permit.

3.11.3 Contractor shall implement and maintain the SWPPP's Best Management Practices (SWPPP BMPs) and BAAQMD BMPs, including, but not limited to:

3.11.4.1 All curing piles shall be covered prior to qualifying rain events to ensure significant runoff does not occur.

3.11.4.2 Manage the level of stormwater ponds through the use of the water spray system in order to maintain a stable water level for storm events.

3.11.4.3 Debris shall be removed from stormwater ponds and drop inlets to avoid clogging pond pipes, pond aerators and pumps. (collectively, the Storm Water BMPs).

3.11.4 Contractor shall implement operations per the Materials Diversion Facility Technical Report dated September 5, 2019 in compliance with State Water Resources Control Board General Waste Discharge Requirements for Composting Operations WQ 2015-0121-DWQ, or subsequent permit.

3.11.5 Contractor shall manage compost wastewater so there is no discharge of water that comes in contact with compost operations by covering the compost curing and storage area.

3.11.6 Contractor shall implement and maintain BMPs in compliance with the Materials Diversion Facility Technical Report, including, but not limited to the following:

3.11.6.1 Quarterly inspections of operations areas and the Wastewater Management System. Quarterly detention pond sampling.

3.11.6.2 Ditches and storm drains shall be inspected and cleaned out prior to the wet season each year.

3.11.6.3 Prior to emptying the pond, monitoring wells on opposite sides of the pond shall be inspected so that the pond is not drained below 2 feet above groundwater elevation to maintain positive pressure on the liner.

3.11.7 Contractor shall submit an Annual Monitoring and Maintenance Report to the Bay Area Regional Water Quality Control Board no later than April 1 of each year.

3.12 Environmental Compliance

3.12.1 The design and operation of the MDF by Contractor during the Contract term shall be in accordance with all applicable permits in existence as of the effective date of the Contract (see Attachment G).

3.13 SB 1383 Quarterly Facility Audit

3.13.1 The Contractor will conduct a quarterly Facility Audit as required by SB 1383. At minimum this sampling shall consist of outgoing organic material for 10 consecutive days. Each sample shall be at least 200 lbs. The following organic material streams shall be sampled mixed paper, old corrugated cardboard, processed organics, organics mixed residue, mixed residue destined for landfill, gray waste and biomass. Contractor shall determine the ratio of organic material and incompatible material. Contractor shall sort each residue sample as non-organic material or organic material. Contractor shall provide a quarterly report summarizing the results and the sampling method that was conducted.

3.14 Periodic Sampling

3.1314.1 The MDF shall be designed to allow for the periodic short-term sampling of incoming materials and recovered materials in order to determine quantities, composition, and weight percentage of materials by jurisdiction or for a particular number of jurisdictions. The sampling would be conducted on an as-needed basis as determined by the City. The design must allow for sampling to be conducted on a continuous basis during normal operating hours, without unduly affecting commercial operation of the MDF or performance guarantees. The MDF design should allow for easy access or diversion of process streams for sampling.

SECTION 4. RECOVERED MATERIALS**4.1 Market Development**

- 4.1.1 Contractor shall use its best efforts in marketing and promoting the sale of all recovered materials, which shall include the identification of the highest value uses possible for the recovered materials, and obtaining the best possible prices. Contractor shall be responsible for identification of new markets and markets for hard-to-sell materials.
- 4.1.2 Contractor is responsible for producing recovered materials that meet market specifications as published and periodically updated by the Institute of Scraps Recycling Industries, Inc. (ISRI).
- 4.1.3 Contractor is responsible for identifying markets, for establishing sales prices (if any) for recovered materials, and for the sale of the recovered materials.
- 4.1.4 As part of its obligation for market development, Contractor shall identify opportunities for reuse of recovered materials either at the MDF or at other locations, and shall reuse materials to the greatest degree possible.

4.2 Transportation of Recovered Materials

- 4.2.1 Contractor is responsible for having recovered materials loaded and transported to markets. Vehicles may be owned or leased by Contractor, or pick-up may be provided by intermediaries or end use markets.
- 4.2.2 Vehicles leased or owned by Contractor must comply with applicable Federal, State, and local rules and regulations governing the commercial transportation of goods on public routes.
- 4.2.3 Vehicles owned by Contractor shall meet the requirements for fuel efficiency and vehicle emissions, as well as other state and regional, planning and regulatory standards.

4.3 Billing

- 4.3.1 All of the marketed materials shall be weighed and the weights recorded and reported to the City.
- 4.3.2 Contractor shall be responsible for billing customers, if needed, for sale of recovered materials and for collecting payments. Funds collected from the sale of the materials shall be deposited to an account designated by the City.
- 4.3.3 Funds received by Contractor from the sale of materials shall be deposited to the City-designated account on a weekly basis. Contractor shall make and retain a copy of each check received and prepare the bank deposit by the close of business each Wednesday, such that the bank deposit is ready for pickup by the City's bank courier each Thursday. Contractor shall provide City with backup documentation, including all paperwork that arrived with each check containing final price data, total quantity paid for, and all other such information, either with each weekly deposit or at the end of each Materials Sales Month (the 20th day of each month).

If, on a rare occasion, Contractor cannot prepare the bank deposit on a Wednesday, Contractor shall immediately notify City via telephone and e-mail, and state when the deposit will be ready for pickup by the City's bank courier. For example, Contractor would inform City that the deposit will be ready by the end of Thursday for a Friday pickup.

SECTION 5. RESIDUE**5.1 Collection, Weighing, and Transport of Residue**

- 5.1.1 Contractor will schedule the transport of Residues from the MDF to the Devlin Road Transfer Station, or other location as directed by the City, at a rate sufficient to prevent any residues from remaining in the MDF for more than twenty-four (24) hours unless such residues are stored on-site in enclosed containers, in which case Residues must not remain on-site for more than seven (7) days. If Residues are stored on-site in enclosed containers, such storage shall not give rise to nuisance or negative environmental effects off-site.
- 5.1.2 Quantities of residue produced from each Processing Area shall be weighed separately at the MDF from residues produced in other Processing Areas and shall be separately weighed and disposed at the Devlin Road Transfer Station. The weights shall be recorded and reported to the City.

5.2 Rolling Stock and Vehicles

- 5.2.1 Contractor shall maintain Rolling Stock of a number and size adequate to transport the Residue from the MDF to the Devlin Road Transfer Station. The fleet shall be sized to provide spare capacity to cover routine and unexpected outages. Rolling Stock shall be suited to the intended duty and shall comply with applicable Federal, State, and local regulations.
- 5.2.2 Residue shall be transferred in vehicles (or vehicle compartments) designed for transporting Solid Waste. Vehicles shall minimize release to the environment of liquids, leachates, dusts and airborne contaminants.
- 5.2.3 Vehicles shall meet the requirements for fuel efficiency and vehicle emissions, as well as other regional planning or regulatory standards.
- 5.2.4 Vehicles shall have exterior markings on both tractors and trailers identifying Contractor and the City, or other entity the City may specify, each with phone numbers, and a unique vehicle identification number.

SECTION 6. OTHER RESPONSIBILITIES OF CONTRACTOR**6.1 Customer Service**

- 6.1.1 Contractor shall insure that its employees deal with members of the public in a courteous and professional manner.
- 6.1.2 All complaints about the operation or maintenance of the MDF shall be directed to the person designated as Facility Manager by Contractor. Such complaints shall not be directed by Contractor to City.
- 6.1.3 The Facility Manager shall compile a log of all complaints brought to his or her attention or that of his or her staff, indicating the date and time the complaint was received; the name, address and telephone number of the party making the complaint; a description of the complaint, and the action taken to correct or modify the situation complained of. The log shall be available at the MDF for the City's review during normal operating hours. Each month Contractor shall send to City a copy of the log of complaints for the previous month.

6.2 Marketing MDF Capacity

- 6.2.1 Contractor shall use reasonable business efforts and act in good faith to market the processing capacity of the MDF to other entities, agencies and organizations, including, but not limited to, public agencies, private businesses, including recyclers and other haulers, and all other potential customers. Contractor shall cooperate with the City in identifying and encouraging potential customers of the MDF, including self-haul customers and other jurisdictions. All efforts shall be conducted in accordance with a written strategy agreed upon by the City. The Contractor shall not market or commit capacity of the MDF without prior written approval of the City.

6.3 Scales and Scalehouse

- 6.3.1 All incoming and outgoing loads shall be weighed, including recovered materials and Residue.
- 6.3.2 The City shall have the primary responsibility for staffing the scalehouse.

- 6.3.3 Contractor shall provide sufficient personnel to replace or relieve City personnel operating the scalehouse during scheduled breaks, vacation periods, sick leave, holidays, and at other times as needed. When relieving or replacing City scalehouse personnel, Contractor shall use identical methods and procedures for operating the scale and data collection system that are used by the City.
- 6.3.4 Contractor's data collection and management system shall be fully compatible with the City's Soft-Pak Scale System operated in the scalehouse. Contractor's system shall be implemented, operated, and maintained in accordance with Contractor's proposal.
- 6.3.5 Contractor shall be responsible for maintaining the certification of the vehicle weigh scales as required the California Department of Food and Agriculture, Division of Measurement Standards or similar agency.

6.4 Staffing

- 6.4.1 Contractor shall provide staffing at the MDF based on, at a minimum, the Baseline staffing plan in Attachment N. The key personnel listed in Attachment N may not be substituted without the prior written approval of the City.
- 6.4.2 There will be at least one employee of Contractor (or employee of a City-approved subcontractor) physically in attendance at the MDF at all times, whether or not the MDF is operating, or open.
- 6.4.3 During regular operating hours, there will be a MDF manager or lead worker who is the representative of Contractor on-site. Contractor shall inform City of his/her name.
- 6.4.4 When the MDF is operating outside of the regular operating hours, there will be a night supervisor on-site. If there is more than one employee on-site, one will be in charge and employees will be informed as to the chain of command.
- 6.4.5 At all other times, there will be a supervisory employee designated as emergency coordinator who will be on-call. Employees who are on-site (and the City) will be instructed how to contact this emergency coordinator.

- 6.4.6 Contractor shall provide adequate operational and safety training for all of its employees who are involved in performing operations at the MDF. All such personnel shall be trained in the identification and proper handling and disposal of Hazardous Wastes. The training will comply with the Health and Safety Plan. Contractor will comply with the Health and Safety Plan, unless changes thereto are approved by the City.

6.5 Administration Building

- 6.5.1 Contractor shall provide adequate staffing, supplies, and materials at the MDF for administration of the Contract. Administration may include, but not be limited to, customer service, billing residential and commercial collection accounts, billing purchasers of recovered materials, collection of payments, recordkeeping, and reporting.
- 6.5.2 In addition to Contractor staff, the Administration Building will be occupied by five (5) City staff.

6.6 Parking of Vehicles at MDF

- 6.6.1 Contractor may designate an area of the MDF for parking of collection vehicles used for the City of Napa and for Rolling Stock used at the MDF. These areas shall be properly marked, and shall be identified on the Site Plan drawing. Vehicles that are not part of the operation shall not be parked at the MDF without written permission by the City.

6.7 Storage of Containers at MDF

- 6.7.1 Contractor may designate an area of the MDF for storage of containers (e.g., collection carts, bins, roll-off/debris boxes, etc.) used for collection in the City of Napa. These areas shall be properly marked, and shall be identified on the Site Plan drawing by type of container.

6.8 Sampling and Analysis Program

- 6.8.1 Contractor must conduct, or cause to be conducted, at its expense, a sampling and analysis program for the purpose of establishing the characteristics and properties of the materials accepted at the MDF, of recovered materials, and of Residues produced by the MDF. The sampling and analysis program shall be conducted for each Processing Area

of the MDF in accordance with the Sampling and Analysis Plan prepared by the Contractor and approved by the City.

- 6.8.2 At the discretion of the City, the sampling and analysis required by this Section 6.8 may be used to characterize DRTS Pre-Sorted Mixed Recyclable Materials delivered to the MDF, up to four (4) times per year. In the event that an emergency situation requires Northern to deliver DRTS Pre-Sorted Mixed Recyclable Materials in excess of four (4) times in one calendar year, Contractor shall provide a characterization of such materials at no additional cost to the City.
- 6.8.3 The results of such sampling and analysis may be used to monitor and assess the operation of the MDF and its Processing Areas, the characteristics of the recovered materials and Residue streams, and the ability of the MDF to meet existing and future environmental regulations for MDF operation or recovered materials.

6.9 Public Education

- 6.9.1 Contractor shall support public education efforts by the City and other jurisdictions that use the MDF. In addition to the public education activities related to collection services, Contractor shall conduct the public education activities at the MDF. The activities shall be as described in Contractor's proposal, which shall include, at a minimum:
- Literature describing materials accepted at the MDF
 - Tours of the MDF
 - Resource person(s) on staff
- 6.9.2 Brochures: Contractor shall prepare an educational brochure, printed on recycled paper, describing the MDF operations and addressing conservation, recycling and general solid waste management programs. The City shall be provided the brochure in draft and shall have absolute authority over its text and format. Upon approval by City, Contractor shall arrange for the brochure to be printed and will provide the City with copies, and will make copies of the brochure available at the MDF.

6.9.3 MDF tours

6.9.3.1 Upon reasonable request of City and upon 72 hours prior notice, Contractor shall provide tours of the MDF. Such tours shall not unreasonably disrupt MDF operations. Contractor shall not be required to conduct such tours more frequently than once per week. City shall not be charged for labor, overhead, overtime, or any other costs associated with any such tours. Contractor shall distribute the brochures described in Section 6.9.2 to participants on the tours.

6.9.3.2 As part of the public education program, Contractor shall allow and encourage an unlimited number of field trips to the MDF from schools within the Napa Valley Unified School District (NVUSD) at no additional charge to the City or the NVUSD.

6.9.4 Contractor shall maintain resource person(s) on staff to respond to inquiries regarding services offered at the MDF.

6.10 Use of Recycled Materials

6.10.1 Contractor shall use recycled and recyclable materials and products to the maximum extent economically feasible in the performance of the work under this Contract.

SECTION 7. RECORDKEEPING AND REPORTING

7.1 Recordkeeping and Reporting

- 7.1.1 Contractor must maintain detailed records to demonstrate the quantities of incoming materials, recovered materials, and residue for each Processing Area and for the MDF as a whole. Contractor shall maintain records in a format to be approved by the City. All records are to be prepared using scalehouse records as a basis. Reporting will satisfy Federal, State, and jurisdictional reporting requirements.
- 7.1.2 Contractor will maintain necessary operating records and provide periodic operating reports that address plant management, equipment replacement, proposed change orders, labor topics, and similar issues.
- 7.1.3 Contractor shall prepare annually an updated equipment replacement schedule and submit it to the City for review.
- 7.1.4 Contractor shall prepare and submit a market development plan annually. The plan shall discuss at least the following: status of the quantities, markets, and revenues for each type of material currently being diverted by the MDF; potential new markets (including reuse) by material type and potential economic impacts related to the operation of the MDF; and recommendations to the City based on the market development analyses performed by the Contractor.
- 7.1.5 The following logbooks, records, drawings, and reports shall be maintained on the premises of the MDF and be made available to the City during business hours.
- 7.1.6 Logbooks: At a minimum, the following logbooks shall be completed daily and maintained on-site by Contractor in designated locations:
 - 7.1.6.1 Daily Maintenance Logbook— one (1) each for fixed equipment, Rolling Stock, Administration Building, and Clean MRF building
 - 7.1.6.2 Daily Processing Logbook— one (1) for each Processing Area
 - 7.1.6.3 Maintenance Building Logbook
 - 7.1.6.4 Corporate yard facilities, including truck washing

Contractor shall record significant events, materials processed or used, problems encountered and method and date of resolution of the problems, and other data and information as is warranted and customary for industrial facilities.

7.1.7 Record of Modifications to the Physical Assets of the MDF: All significant modifications made by Contractor and approved by the City to the physical, fixed assets of the MDF after the commencement of the Contract shall be recorded on the appropriate site plan drawings as changes to the MDF design. The design and construction details of any such significant modifications shall be referenced on the appropriate site plan drawings; and Contractor shall maintain said designs and construction details, and drawings, in an organized manner.

7.1.8 General Maintenance Inspections and Reporting: The contractor shall perform regular, periodic inspections of the MDF for the purpose of identifying items that show signs or evidence of deterioration or of posing a health and safety risk to personnel, the public, or both. These inspections shall be of equipment and facilities owned by the Contractor as well as that owned by the City. The results of these inspections shall be placed in a logbook maintained specifically for this purpose as described in Section 7.1.6. On a quarterly basis, Contractor shall prepare a written report of any item that requires preventive maintenance or repair and submit said report to the City for review.

7.1.9 Contractor shall be responsible for reporting items in need of repair to the City in a timely manner.

7.2 Meetings

7.2.1 The Contractor shall meet periodically with the City to review past and on-going operations, including:

- Current status of the facilities and operations
- Significant design or operating (including maintenance) issues and problems identified since the last periodic review meeting, and potential methods of resolving problems if any have been encountered or are anticipated
- Summary of inbound materials and processing rates

- Summary of materials recovered and status and results of marketing programs for recovered materials
- Summary of residue generation
- Review of maintenance and repairs logbook
- Review of processing logbook
- Status of Diversion Incentives
- Other matters as the situation warrants

SECTION 8. MDF MODIFICATIONS AND PERMITS

8.1 MDF Modifications

- 8.1.1 "Modifications" include, but are not limited to, construction, renovations, improvements, alterations, repairs, capital improvement projects, and any work identified by City as "public work," as defined in California Labor Code Section 1720 and subject to Labor Code Section 1771. Contractor may not make any modifications to the MDF without first obtaining City's written consent, which City may grant or withhold in its sole discretion. As a condition of its consent to modifications, City may impose any requirements it considers desirable, including but not limited to, a requirement that Contractor:
- a. provide a description of the modifications, plans, specifications, and a cost estimate prepared by a licensed engineer;
 - b. comply with certain procurement or bidding requirements;
 - c. comply with the prevailing wage requirements in California Labor Code Sections 1770 through 1784;
 - d. inform City if the proposed modifications will or might require changes to any MDF permit or require additional permits;
 - e. comply with laws and insurance requirements;
 - f. employ contractors approved by (or selected by) City;
 - g. comply with local bidder preference requirements adopted by City; provide a payment bond for the project, in an amount and form required by City, to facilitate compliance with California Civil Code Sections 9000-9100;
 - h. provide a performance bond for the project in an amount and form required by City;
 - i. present bids and contract award recommendation to City for approval prior to issuance of the notice to proceed.
 - j. provide City with a copy of the draft subcontract for City review and approval prior to execution; and
 - k. provide City with a copy of the executed subcontract for City's records.

Modifications involving alteration, demolition, repair, or maintenance work over \$15,000

For modifications involving alteration, demolition, repair, or maintenance work estimated to exceed \$15,000, Contractor will comply with the prevailing wage requirements in California Labor Code Sections 1770 through 1784, unless otherwise directed by the City.

Modifications involving construction work over \$25,000

For modifications involving construction work estimated to exceed \$25,000, Contractor will solicit written bids for the work from at least three (3) licensed construction contractors, submit the bids to City for review, and comply with the prevailing wage requirements in California Labor Code Section 1770 through 1784, unless otherwise directed by the City. Prior to issuing a notice to proceed, Contractor will present the contract award recommendation to City for approval.

8.2 Permits

- 8.2.1 On an annual basis, Contractor shall forecast any required or potentially required new permits or modifications of permits for the succeeding twenty-four (24) month period.
- 8.2.2 Contractor shall be responsible for the timely preparation of documents related to securing or maintaining all of the necessary permits from pertinent local and state agencies, and forwarding the documents to the City such that the City has a sufficient time for review and comment prior to the due date for submittal to the applicable agency(ies). Contractor shall incorporate the comments of the City and revise the permit documents as necessary. The City shall transmit the permit documents on behalf of Contractor to the applicable permitting agency(ies).
- 8.2.3 In the event that Contractor desires to make modifications to the design and operation of the MDF, and such modifications are approved for implementation by the City, Contractor shall be obligated and responsible to advance the funds to design, assist the City in securing permits, and implement the modifications such that the MDF is environmentally-sound and aesthetically-attractive, and is in conformance with all applicable Federal, State, and local laws, statutes, rules, regulations, and permits. Contractor shall be reimbursed for approved modifications.

SECTION 9. INSTALLATION AND OPERATION OF BIOMASS GASIFICATION SYSTEM**Introduction**

At the time of this 2021 Contract Amendment, the City and Contractor have had extensive discussions regarding the operating and capital costs for the installation and operation of two, one megawatt (MW) biomass gasification plants at the MDF. If the City and Contractor agree on the final operating and capital cost for the two biomass gasification plants, the Parties will propose an amendment to this Contract, subject to approval of the City Council, by which the final cost will be added to the compensation spreadsheets contained in Attachment T to this Contract. While the specifics of such an amendment have not yet been finalized, the City and the Contractor have agreed on a conceptual framework for such an amendment, as set forth in this Section 9.

Plan Development

The Contractor will develop a draft plan discussing the installation, installation timeline, operation, and maintenance of the two proposed biomass gasification plants by a date to be mutually agreed upon by the Parties. The draft plan will include the City's acquisition of approximately four acres of property adjacent to the MDF as the City and Contractor agree such property is necessary for the installation and operation of the second biomass gasification plant. The City will review and provide Contractor with comments on the draft plan. The Contractor will respond to all City comments and revise the draft plan as needed.

Financing and Purchase

The Contractor will pursue financing for and will purchase two, one MW biomass gasification plants for an estimated amount not to exceed \$14,500,000.

Installation

The Contractor will install the two biomass gasification plants at the MDF in conformance with the Contractor's final plan. The plants will have an anticipated 20-year working life. The first plant will conform to the current CEQA study and Mitigated Negative Declaration prepared for the Napa Renewable Resources Project, considered by City Planning Commission in Resolution No. PC2013-15 (November 7, 2013) and approved by the City and the interconnection agreement between the Contractor and PG&E, or any subsequently related CEQA document. The second

plant will conform to subsequent CEQA analysis and a second interconnection agreement between the Contractor and PG&E.

Operation and Maintenance

The biomass gasification plants must be operated and maintained in compliance with all applicable Federal, State, County, and local environmental laws and regulations and other permits and requirements, as well as Occupational Safety and Health Administration (OSHA) and National Institute of Occupational Safety and Health (NIOSH) requirements. The biomass system is anticipated to provide 15,000 MWh of renewable electricity per year and is estimated to produce 1,400 tons of bio char. Contractor shall operate and maintain the biomass gasification plants as necessary to ensure a smooth, continuous operation consistent with the estimated production levels set forth above and in a manner consistent with the possibility to transfer title of the biomass system in proper operating condition to the City at the end of the 14-year term. Contractor shall provide uninterrupted service in operating and maintaining the plants.

Compensation

The City will compensate the Contractor for the capital and operating costs associated with the installation and operation of the biomass system. Assuming that the necessary property acquisition has been completed and the associated authority to construct (ATC) permit has been issued by the Bay Area Air Quality Management District (BAAQMD), compensation for capital costs to Contractor will commence at a date agreed to by the Parties. If the necessary property acquisition is completed and associated permits are issued by a date to be mutually determined by the Parties, compensation for capital costs to Contractor will commence once Contractor begins installation of the biomass system. Compensation for the operational costs will commence once the first plant is operational. Compensation for both capital and operating costs will extend and continue for a term to be mutually agreed to by the Parties. Operating costs will be based on actual operations of the plant or plants. Compensation for the capital and operating costs will not include property or possessory use taxes.

Energy Production

The energy produced by the biomass system will be used for the MDF's energy needs and any excess energy will be sold back to PG&E pursuant to the interconnection agreement between the Contractor and PG&E.

Revenue

The City will retain one hundred percent (100%) of the biomass tariff revenue for excess energy production that is sold back to PG&E in accordance with SB 1122 (2012), which amended California Public Utilities Code Section 399.20. The Contractor will sell bio char created from the biomass system and City will return to the Contractor thirty percent (30%) of such revenue. In the event the Contractor cannot sell all the bio-char created from the biomass system or the Contractor determines that the transportation charges exceed the unit selling price, the Parties will meet and confer to determine the best method for disposing of the bio-char created by the biomass system.

SECTION 10. CONTRACTOR RESPONSIBILITIES RELATED TO THE ANAEROBIC DIGESTION TO BIOFUEL FACILITY

Introduction

At the time of this 2021 Contract Amendment, the City and Contractor have had extensive discussions regarding the installation and operation of an Anaerobic Digestion (AD) to biofuel system at the MDF. If the City and Contractor agree on the final terms for the installation and operation of the AD Facility, the Parties will propose an amendment to this Contract, subject to approval by the City Council. Although the specifics of an amendment to this Contract to fully describe the installation and operations of the proposed AD Facility have not yet been finalized, the City and Contractor have reached conceptual agreement the basic framework for such an amendment, as set forth in this Section 10.

Contractor Responsibilities Related to the Operations of the AD Facility

In 2014, the City was awarded a \$3 million competitive grant from the California Energy Commission (CEC) for the proposed AD Facility. Contractor will work in good faith with City to honor the terms and conditions of the City's grant agreement with the CEC. The Contractor will endeavor to enter into a subcontractor agreement with Zero Waste Energy, LLC (ZWE) to assist in the operations of the AD Facility. ZWE, acting as a subcontractor to the Contractor, will design, finance, own, and operate an AD Facility at the MDF to process an estimated 44,000 Tons per year of Compostables and Packaged Organics. The AD Facility will harvest biogas to be converted into renewable natural gas and electrical power through a Combined Heat and Power unit. The estimated cumulative net annual rate of production of renewable natural gas and electricity in diesel gallon equivalents (DGE) is approximately 328,067. The remaining digestate will be collected by the Contractor and placed into the CASP for processing.

Contractor and ZWE will be jointly responsible for the operation of the AD Facility during the term of the Agreement through December 31, 2031 (or as extended by the City). The Contractor will receive and pre-process organic material in a manner suitable for the AD Facility and will direct such pre-processed organic material into the AD Facility. The Contractor will accept all digestate produced by the AD Facility and will direct it into the CASP for processing. The Contractor will be compensated for the processing of digestate from the AD Facility through the composting processing area as set forth in Article 12. The Contractor, and any of its

subcontractors for the AD Facility will provide access to purchase and maintenance records upon request by the City or the CEC.

Contractor Responsibilities Upon Transfer of AD Facility

Upon termination or expiration of this Agreement, the City or City's successor Contractor for operation of the Materials Diversion Facility will undertake the operation and financing of the AD Facility for the remainder of the term of this Agreement under the same or similar terms and conditions as set forth in the agreement between the City and the Contractor.

Cost Savings

The compressed renewable natural gas produced by the AD Facility will fuel the Contractor's collection vehicles. The Contractor will pass through to the City the savings it realizes from avoided fuel costs relative to the cost of diesel or compressed natural gas vehicle fuel and reduced collections' driver compensation costs that result from overnight vehicle fueling at the MDF. The Parties estimate this amount to be approximately \$110,000 annually.

Attachment L

MSW, Recyclable Materials and ~~Yard Trimmings~~ ~~Compostables~~ Containers
To Be Furnished By Contractor

Contractor shall purchase, operate and maintain all containers listed below. These containers shall be used to provide all collection services within the City.

94,600 Residential/Commercial Carts (SSI Schaefer/Rehrig Pacific/Otto)*
Category of Service:
▪ 27,700 Recycling
40,000 Yard trimmings & food waste <u>co-collected food scraps/soiled paper</u>
▪ 26,900 MSW
Estimated Quantity by Size:
20 gallon: 5,500
▪ 35 gallon: 16,000
▪ 65 gallon: 8,200
▪ 95 gallon: 64,200
22,000 Used Oil Containers
Commercial Bins (Consolidated Fabricators / Tri-County Industries)
1,460 MSW/Recycling/ Yardtrimming/food waste <u>Compostables</u> Bins (broken down as follows):
• 1 ½ CY: 70
• 2 CY: 430
• 3 CY: 330 (includes 50 temporary bins)
• 4 CY: 430
• 6 CY: 250
Roll-Off Boxes (Consolidated Fabricators / Tri-County Industries)
• 10 CY: 50
• 20 CY: 80
• 20 CY Split: 5
• 20 CY round bottom: 40
• 30 CY: 125
• 40 CY: 50

<u>*Commercial Compostables Containers (yard trimmings, food scraps & yard trimmings)</u>
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- | |
|---|
| <ul style="list-style-type: none"> • 65 gallon: 1,600 (200 with lockable lids) |
|---|

Contractor shall be responsible for repair/replacement to ensure all containers are in good working condition in accordance with Article 7.03 for the life of the contract ~~without~~. For all containers except for non-Commercial Compostables Containers, there will be no additional compensation beyond the amortized annual cost of \$250,000 for each year purchased from 2018-2031. ~~— (\$3.5 Million in total), unless otherwise agreed to by the City.~~

_____ All containers become the City's property at the end of the Contract since they have been fully depreciated (paid for) and many will still have a useful life. Any containers purchased above and beyond the amortized annual cost of \$250,000 for each year purchased from 2018-2031 would belong to Contractor at the end of the Contract, unless City has provided additional compensation to Contractor for those containers, in which case those compensated for containers will become property of the City.

ATTACHMENT M-1B

**LISTING OF CITY-OWNED RECYCLING AND
COMPOSTING EQUIPMENT**

The following is a listing of all City-owned recycling and composting equipment currently on order or in use ~~out~~
~~the field~~. All have been purchased by the City of Napa.

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
96-gallon Carts						
1	Blue w/inmold lid & hot stamps	612	04-0207	Cascade Engineering	8/15/03	Single-Stream for Schools/Business Multi-Family & Commercial
2	Blue w/inmold lid & hot stamps	612	03-1309	Cascade Engineering	11/1/02	Recycling Multi-Family & Commercial
3	Blue w/inmold lid	513	02-0035	Cascade Engineering	7/15/01	Recycling College, City
4	Blue w/hot stamp	130	00-3880	Rehrig Pacific Comp	6/30/00	sites, Napa Expo Special Events
5	Blue w/hot stamp & cut-out lid	21	99-3098	Rehrig Pacific Comp	3/31/99	Recycling
6	Green w/ hot stamp	50	120609	Rehrig Pacific Comp	4/1/15	Commercial Food Scraps Program
7	Brown w/ hot stamp	262	122128	Rehrig Pacific Comp	5/12/16	For accounts w/ 3+ Yard Trimmings Carts
Subtotal - 96-gallon carts		2,200				
65-gallon Carts						
8	Green w/ hot stamp	500	120609	Rehrig Pacific Comp	3/1/15	Commercial Food Scraps Program
Subtotal – 65-gallon carts		500				

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
35-gallon Carts						
9	Green w/ hot stamp	150	120609	Rehrig Pacific Comp	3/1/15	Commercial Food Scraps Programs
Subtotal – 35-gallon carts		150				
Recycling Drop-Boxes						
10	17.5 cu yd with divider	2	00-3881	Consolidated Fabric	7/15/00	Wine Train & Dey Labs City Corp Yard, Napa Valley
11	17.5 cu yd with divider	4	98-3971	Consolidated Fabric	6/30/98	College & Expo
12	20 cu yd water tight	2	119104	Consolidated Fabric	5/1/13	For businesses
13	20 cu yd water tight	2	119104	Consolidated Fabric	6/1/14	For businesses
14	20 cu yd water tight	4	123633	Consolidated Fabric	5/1/17	For businesses
15	Concrete drop box	4	122128	Stockton Tri Industries	6/1/16	For businesses
Subtotal - drop-boxes		18				
6-gallon recyclers						
16	blue w/hot stamp & handles	5,716	04-0208	Rehrig Pacific Cerni	8/15/03	For Schools and Businesses
17	blue w/hot stamp & handles	500	03-4220	Rehrig Pacific Cerni	5/30/03	For Multi-Family Program
18	blue w/hot stamp & handles	4,000	01-4151	Rehrig Pacific Cami	6/30/01	For Multi-Family Program
Subtotal - 6-gallon recyclers		10,216				

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
Round manual 32-gallon cans						
19	blue w/hot stamp & cut-out lid	500	04-0206	TM Fitzgerald	7/30/03	For Schools and Businesses
20	blue w/hot stamp & cut-out lid	100	02-3107	TM Fitzgerald	3/21/02	For Schools and Businesses
Subtotal - manual 32-gallon cans		600				
21	2 cu yd rear load bins w/slot	28	5267-0466	Consolidated Fabric	8/22/03	For Schools and Businesses
22	Mini-Cycler Metal Corals	8	02-1468	Pro-tainer, Inc.	12/1/01	For selected Multi- Family complexes
23	Loading Dock	1	122335	Dura-Ramp Inc	2/1/16	Loading Ramp for MRF
Plastic Front-Loading Commercial Bins (Colored)						
24	3 cu yd blue	3	117646	Rehrig Pacific Comp	4/1/13	For Special Event and Business Use
25	3 cu yd black	3	117646	Rehrig Pacific Comp	4/1/13	For Special Event and Business Use
26	2 cu yd black	4	117646	Rehrig Pacific Comp	5/1/13	For Special Event and Business Use
27	4 cu yd blue	4	117646	Rehrig Pacific Comp	5/1/13	For Special Event and Business Use
28	4 cu yd green	2	117646	Rehrig Pacific Comp	5/1/13	For Special Event and Business Use
29	3 cu yd black	5	119104	Rehrig Pacific Comp	10/1/13	For Special Event and Business Use
30	4 cu yd blue	5	119104	Rehrig Pacific Comp	10/1/13	For Special Event and Business Use
31	3 cu yd black	2	119104	Rehrig Pacific Comp	6/1/14	For Special Event and Business Use
32	4 cu yd blue	10	119104	Rehrig Pacific Comp	6/1/14	For Special Event and Business Use
33	2 cu yd green	4	120609	Rehrig Pacific Comp	6/1/15	For Special Event and Business Use
34	3 cu yd black	3	120609	Rehrig Pacific Comp	6/1/15	For Special Event and Business Use

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
35	4 cu yd black	4	120609	Rehrig Pacific Comp	6/1/15	For Special Event and Business Use
36	4 cu yd green	3	120609	Rehrig Pacific Comp	6/1/15	For Special Event and Business Use
37	4 cu yd blue	4	120609	Rehrig Pacific Comp	6/1/15	For Special Event and Business Use
Subtotal – Plastic Front-Loading Commercial Bins (Colored)		56				
38	Indoor Multi-Family Recycling Bags	5,000	114742	Bagit System	6/1/11	For Multi-Family Units
39	Carpet Recycling Roof	1	117646	American Carport	6/1/13	Roof Cover for Carpet Recycling Area
Special Event Boxes						
40	Black plastic	225	122128	Duke's Packaging	10/1/15	
41	Blue plastic	225	122128	Duke's Packaging	10/1/15	
42	Green plastic	225	122128	Duke's Packaging	10/1/15	
43	Black cardboard	400	117646	Duke's Packaging	6/1/13	
44	Blue cardboard	400	117646	Duke's Packaging	6/1/13	
45	Green cardboard	400	117646	Duke's Packaging	6/1/13	
Subtotal—Special Event Boxes		1,875				
Kitchen Compost Pails						
46	2-gallon pails	2,000	117646	Sure Close	5/1/13	Pails for Pilot Program
47	2-gallon Pails	20,500	120609	Sure Close	4/1/15	Pails for Citywide Program
Subtotal—Kitchen Pails		22,500				
48	Cooking Oil Containers	1,440	117646	Paramount Can	4/1/13	Cooking Oil Containers Recyc More

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
49	Recycle More Truck	1	117646, 119104, 120609	Golden Gate Truck	4/1/13	Recycle More Truck
50	Aeration Fan, 30 HP	1		TCF		CW rotation, 480 VAC; CASP
51	Aeration Fan, 30 HP	2		TCF		CXW rotation, 480 VAC; CASP
52	Aeration Fan, 60 HP	1		TCF		CW rotation, 480 VAC; CASP
53	Temperature Probe	100		ECS		18" long; CASP
54	Pressure Sensor	4		ECS/AST		CASP
55	Process Water Storage tank	1				Stormwater System
56	Irrigation Tank	1				Stormwater System
57	Irrigation Pumps	3				Stormwater System
58	Expansion Tank	1				Stormwater System
59	Reaction Poly Tank	4				Stormwater System
60	Backwash Poly Tank	2				Stormwater System
61	Sand Filters	4				Stormwater System
62	Filter Bag Housings	8				Stormwater System
63	Carbon Vessel	2				Stormwater System
64	Resin Vessel	2				Stormwater System
65	Strainer Pumps	4				Stormwater System
66	Irrigation Sprinklers	80				CASP
67	BHS Disc Screens	2				Organics Pre-processing
68	Conveyors	4				Organics Pre-processing
69	BHS Sorting Table/Platform	1				Organics Pre-processing
70	MGL Trommel Screen	1				Organics Pre-processing
71	DRS Unders Chute	2				Organics Pre-processing
72	DRS Overs Chute	2				Organics Pre-processing
73	Drum Magnet Under Chute	1				Organics Pre-processing
74	Doppstadt Inventhor Slow-Speed Shredder	1				SB1383 Amendment Equipment
75	Ecoventus Density Separator	1				SB1383 Amendment Equipment
76	EcoStack Conveyor Powerscreen CT80	2				SB1383 Amendment Equipment

Item #	Description	# of Units	City PO#	Company	Delivery Date	MISC. Program Notes
Totals		45,827,831				

Attachment M-2

Listing of MRF Equipment Contractor Owned

The following are key pieces of processing equipment of Contractor:

Fixed Processing Equipment

Item #	Description	Horsepower
New Equipment: OCC Screening and Sorting		
1	78"wide x 23' long Steel Belt Conveyor with Adjustable Drum roller	15 HP
2	60" wide x 33' long roller Chain Infeed	7.5HP
3	60" wide x 27' long flat belt Pre-sort conveyor	5 HP
4	Pre-sort Platform with Chutes and Stairs	N/A
5	Double Deck OCC screens with Support Platform	15 HP
6	60" wide x 32' long flat belt OCC overs sort Conveyor with platform	3 HP
7	60" wide x 13' long Flat belt OCC reject conveyor	1.5 HP
8	60" wide x 31' long flat belt OCC transfer conveyor	3 HP
9	30" wide x 16' long residue transfer conveyor	3 HP
10	30" wide x 80' long residue sort conveyor/platform	3 HP
11	30" wide x 16' long transfer conveyor	3 HP
12	Optical sorter compressors	250 HP
13	Hustler Eddy Current	10 HP
14	ABB AMP Robot	0-HP N/A
15	OMIRON AMP Robot (2)	0-HP N/A
<u>16</u>	<u>MSS Optical Sorter FiberMax Single Eject with Metal Sort with Venturi Film Removal</u>	<u>N/A</u>
New Equipment: Glass Line		
16 <u>17</u>	24" wide x 15' long transfer conveyor	1.5 HP
17 <u>18</u>	24" wide x 74' long transfer conveyor	3 HP
18 <u>19</u>	24" wide x 15' long transfer conveyor	1.5 HP
19 <u>20</u>	24"wide x 37' long transfer conveyor	1.5 HP
20 <u>21</u>	24" wide x 27' long transfer conveyor	1.5 HP
21 <u>22</u>	Glass Separation system	10 HP
New Equipment: Paper transfer to 2nd baler		
22 <u>23</u>	60" wide x 80' long transfer conveyor	5 HP
23 <u>24</u>	60" wide x 64' long transfer conveyor	5 HP
24 <u>25</u>	60" wide x 40' long transfer conveyor	3 HP

25 <u>26</u>	Enterprise 12-12-200 HP baler	200 HP
26 <u>27</u>	MSS Optical Sorter for Fiber Line	0-HP <u>N/A</u>
Existing Equipment		
27 <u>28</u>	60" wide x 20' long Steel Belt Conveyor	5 HP
28 <u>29</u>	60" wide x 58' long Roller Chain Conveyor	10 HP
29 <u>30</u>	60" wide x 46' long Sort Conveyor	75 HP
30 <u>31</u>	36" wide x 26' long Flat Slider Conveyor	3 HP
31 <u>32</u>	Fines Screen	5 HP
32 <u>33</u>	New Sorter Screen (2)	5 HP
33 <u>34</u>	48" wide x 36' long Sort Conveyor	5 HP
34 <u>35</u>	36" wide x 19' long Flat Slider Conveyor	3 HP
35 <u>36</u>	60" wide x 49'6" long Roller Chain Conveyor	75 HP
36 <u>37</u>	New Fines Screen	3 HP
37	Polishing Screen (2)	5 HP
38	48" wide x 36' long Sort Conveyor	5 HP
39	36" wide x 40' long Flat Slider Conveyor	5 HP
40	36" wide x 40' long Flat Slider Conveyor	5 HP
41	36" wide x 45' long Roller Chain Conveyor	75 HP
42	30" wide x 73' long Sort Conveyor	10 HP
43	Cross Belt Magnet	5 HP
44	60" wide x 166' long Roller Chain Conveyor	25 HP
45	36" wide x 46'6" long Roller Chain Conveyor	75 HP
46	Air System Blowers (4)	10 HP
47	Baler	100 HP

HP = horsepower

Rolling Stock

Number and Type of Rolling Stock	Brand/Specification
(6) Wheel Loaders	John Deere 624 J **
(1) Wheel Loader	John Deere 444 P **
(1) Wheel Loader	John Deere 304 H **
(4) Forklifts	CAT DP25N5 **
(1) Trommel Screen	Power Screen 830 **
(1) Street Sweeper	TYMCO 435

** Or equivalent from another City-approved manufacturer.

Attachment N

Contractor Furnished Personnel

Collection

Title	Name	% NRWS FTE
General Manager/Operations Manager	Greg Kelley	75
Field Supervisor	Steve Manasse	85
Supervisor	Stephen Denna	100
Recycling Coordinator/Public Outreach	Tim Dewey-Mattia	85
Billing Specialist	Mishan Denna	85
Chief Financial Officer	Michael Murray	75
Controller	Ken Lydon	60

Collection Headcount:

<u>Labor Category</u>	<u>Number of FTE</u>
-----------------------	----------------------

Residential Collection:

MSW	4
Recycling	5
Yard trimmings	3
Recycle More route ⁱⁱ	1

Commercial Collection:

MSW Drivers	3
MSW Helpers	2
Recycling Drivers	2.5
Recycling Helpers	0.5
Yard trimmings	2
Food composting route ⁱⁱⁱ	1
Sunday collection route	1
Thursday - Monday compostables route	1

Customer Service Representatives	[?]5.5 ¹
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NRWS Recycling Outreach Specialist

Roll Off Collection:	
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MSW/Recycling	4
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Commented [A1]: Kevin to track down full number.

¹As of 2022 Agreement Amendment, there were 3.5 Customer Service Representatives.

Relief Driver:

1

Total:~~27~~38.5

Commented [A2]: Needs to be adjusted based on final numbers from Kevin.

Maintenance (Collection and Processing)

Mechanics	3.5
Supervisor	1
Containers - Delivery	1
Mechanics Helpers	2.5

Total:

8

Materials Diversion Facilityⁱ

MDF design	Greg Kelley	
MDF construction	Greg Kelley	
MDF management	Greg Kelley	
Composting	Manager: Greg Kelley	Operations: Will Kelley
Clean MRF	Manager: Greg Kelley	Operations: Trevor Manasse
Wood processing	Manager: Greg Kelley	Operations: Will Kelley
Source-separated C&D processing	Manager: Greg Kelley	Operations: Will Kelley
Mixed C&D processing	Manager: Greg Kelley	Operations: Will Kelley
Maintenance	Supervisor: Osvaldo Martin	
Administration/Recordkeeping	Tracy Beaver	
Marketing Management	Greg Kelley	

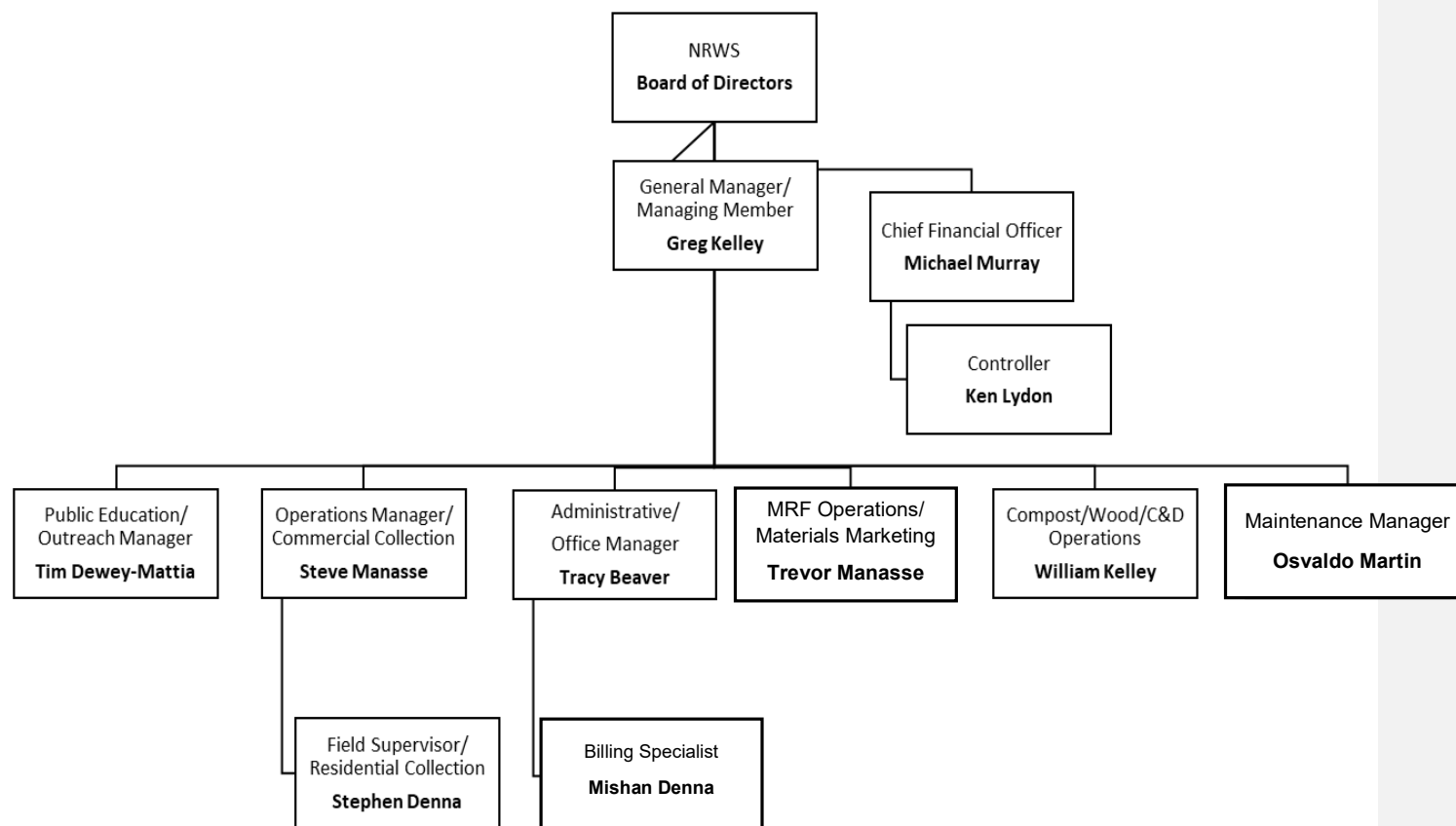
Materials Diversion Facility Headcount:

<u>Labor Category</u>	<u>Number of FTE (without CASP and without Mixed C&D)</u>	<u>Number of FTE (with Full CASP/Stormwater and without Mixed C&D)</u>	<u>Number of FTE (without CASP and with Mixed C&D)</u>	<u>Number of FTE (with Full CASP/Stormwater and with Mixed C&D)</u>
All MDF Processing Areas CSR/Dispatch/Scalehouse	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>
Composting: Equipment Operator ^{iv}	3	7	3	<u>7</u>
Lab Technician ^v	0	1	0	<u>1</u>
Clean MRF: Sorter/Processor ^{vi}	17	17	17	<u>17</u>
Equipment Operator	3	3	3	<u>3</u>
Pre-Processing and CASP sorters	2	2	2	<u>2</u>
Wood Processing ^{vii} : Equipment Operator	.5	.5	.34	<u>.34</u>
C&D Processing (Source Separated) ^{vii} : Equipment Operator	.5	.5	.33	<u>.33</u>
C&D Processing (Mixed) ^{vii} : Sorter/Processor	0	0	6	<u>6</u>
Equipment Operator	0	0	.33	<u>.33</u>
<u>Total</u>	26 <u>28</u>	29 <u>31</u>	32 <u>34</u>	35 <u>37</u>

- i. Personnel identified based upon assumption of individuals accepting terms and conditions of employment with Napa Recycling & Waste Services.
- ii. At the time of the 2018 contract amendment, one driver position is represented in Attachment T, Table 6, and no other tables in Attachment T. As further described in Attachment B and listed in Attachment T-1, the Contractor provides the labor necessary for the Recycle More program in exchange for the City's agreement to reduce the annual E-Waste Recycling Collection Event from two-days to one-day.
- iii. At the time of the 2018 contract amendment, the costs for this program are represented in Attachment T, Table 5, and no other tables in Attachment T.

- iv. The April 3, 2020 Covered Aerated Static Pile Composting Operations and Storm Water Management Cost Justification proposed 2.5 FTE for Composting Equipment Operators. Parties mutually agreed to reduce FTE to 2.0 FTE for Composting Equipment Operators.
- v. The April 3, 2020 Covered Aerated Static Pile Composting Operations and Storm Water Management Cost Justification proposed 1.5 Lab Technicians in year one. After year one, lab technician position will be reduced to 1 FTE due to the completion of BAAQMD required quarterly source testing. 1 FTE is shown in the table as testing has been completed at the time of the 2022 contract amendment.
- vi. At the time of the 2018 contract amendment, the cost for four of the "partnership" sorting positions (2 for colored glass, 2 for mixed rigid plastics) are described in Article 12 and appear in Attachment T, Table 7, and no other tables in Attachment T. Table 7 shows 100% of annual labor costs for these positions, but the City will only pay 70% of the annual labor costs in accordance with the on-going materials sales revenue share.
- vii. Number of FTE if City directs Contractor to process Mixed C&D at the Facility.

Management Organization Chart



ATTACHMENT R**REPORTS TO BE SUBMITTED TO CITY**

These reports are required at a minimum. The City has the discretion to request additional reports and to direct Contractor to modify format and layout. A reporting year for the City will be January 1 through December 31. A reporting year for Napa Valley Unified School District (NVUSD) shall be July 1 through June 30.

Monthly Collection Reports

Monthly reports shall include a Year To Date summary. The information listed may be combined into one or several reports. Contractor shall submit a one page signed cover letter to City in addition to electronic filing of reports.

Residential

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content:

- Number of households on MSW service
- Number of Napa Pipe Development households on MSW service.
- Number of households participating in recycling program
- Number of households participating in Compostables program
- Number of households with bulky goods pick ups
- Number of households with e-waste pick ups
- Number of households with used oil set outs
- Number of households with used oil filter set outs
- Total tons collected of MSW
- Total tons collected of recycling by material type
- Allocation percentages used to calculate total tons of recycling by material type and date of allocation sampling
- Total tons collected of Compostables
- Total tons of bulky goods collected as MSW
- Total tons of bulky goods collected as recycling, composting and/or reuse

Total tons of bulky goods collected
Allocation percentages used to calculate each reported portion of
bulky goods including description of methodology
Total tons of e-waste collected
Total gallons of used oil collected
Total pounds of used oil filters collected
Summary of total tons of MSW collected
Summary of total tons of all recyclables collected
Summary recycling, composting and/or reuse rate for residential
program
Summary of pounds per household of all MSW collected
Summary of pounds per household of all recycling and Compostables
collected
Summary of total pounds per household generated

*Multi-family tonnages to be removed from commercial tonnages and reported as residential.
Multi-Family tonnages to be identified separate of other residential tonnages. Provide allocations
used to calculate multi-family percentages.

Commercial (Bins and Cart Service)

Due Date: 20th of the month for preceding month
Submittal Format: Electronic (via email)
Content: Number of businesses on MSW service with bin collection
Number of businesses on MSW service with cart collection
Number of businesses participating in bin recycling program
Number of businesses participating in cart recycling program
Number of businesses participating in yard trimmings program
(by container type, ie bins or carts) Number of businesses with bulky goods pick
ups
Number of businesses with e-waste pick ups
Total tons collected of MSW in bin service
Total tons collected of MSW in cart service
Summary of total tons of collected MSW
Total tons collected of recycling by material type in bin service
Total tons collected of recycling by material type in cart service

Summary of total tons of collected recyclables
Allocation percentages used to calculate total tons of recycling by
material type and date of allocation sampling
Total tons collected of yard trimmings in bin service
Total tons collected of yard trimmings in cart service
Summary of total tons of collected yard trimmings
Total tons of bulky goods collected as MSW
Total tons of bulky goods collected as recycling, composting
and/or reuse
Total tons of bulky goods collected
Allocation percentages used to calculate each reported portion of
bulky goods including description of methodology
Total tons of e-waste collected
Summary of total tons of MSW collected
Summary of total tons of all recyclables collected
Summary recycling, composting and/or reuse rate for commercial
program
Summary of pounds per cubic yard of all MSW collected
Summary of pounds per cubic yard of all recycling collected
Summary of pounds per cubic yard of all yard trimmings collected
Summary of total pounds per cubic yard generated
Do not include NVUSD

Roll Off

Due Date: 20th of the month for preceding month
Submittal Format: Electronic (via email)
Content: Number of accounts on MSW service with roll off collection
Number of accounts participating in roll off recycling program
Number of accounts participating in yardwaste program
Total tons collected of MSW
Total tons collected of recycling by material type
Allocation percentages used to calculate total tons of recycling by
material type and date of allocation sampling

Total tons collected of co-collected food scraps, soiled paper products, and yard trimmings

Summary of total tons of MSW collected

Summary of total tons of all recyclables collected

Summary recycling, composting and/or reuse rate for roll off program

Summary of pounds per cubic yard of all MSW collected

Summary of pounds per cubic yard of all recycling collected

Summary of pounds per cubic yard of all co-collected food scraps, soiled paper, and yard trimmings collected

Summary of total pounds per cubic yard generated

Summary of total services

Summary of qualifying above 693 (subject to change if additional trucks are added)

Summary of total services qualifying above 693 (subject to change if additional trucks are added)

Do not include NVUSD

Recycle More Program

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: Number and type of customers requesting collection (Residential and Commercial)

Number of residents with cooking oil containers

Total Number E-Waste items Collected

Total Number of large appliances/Oversized Metal Items Collected

Total number of bags of textiles/reuse items Collected

Total number of cooking oil setouts

Total time on route and miles driven (in December report only, for the calendar year)

Total net Tons Collected of the following:

- E-Waste
- Large appliances/Oversized metal items

- Textiles/reuse items
- Cooking oil (gallons and pounds)
- Batteries
- Any other materials Collected

Notes on program successes, challenges and recommended operational changes (if any)

Commercial Food Scraps Collection Program

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: Number of accounts participating in Food Scraps program

- List customer name, address, size of Food Waste container(s), Food Waste collection route, route sequence number and day(s) of week collected

Total number of stops for the month

Total Tons Collected for the month

Productivity Statistics Including the following listed by route and date:

- Number of stops
- Number of lifts
- Number of yards collected
- Number of Tons collected
- Total route miles
- Route stops/hour
- Route miles/stop

Notes/narrative description about potential new customers/growth in program; public education and outreach about program

NVUSD

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: Same information as requested under commercial and roll off

reports specific to NVUSD collected material only, broken out with summaries by jurisdiction and overall summary for school district

Special Events

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: Number and name of events provided MSW service
Summary of MSW containers by type (bin, cart, roll off) provided by each event and how many full containers collected at end of event
Number and name of events provided recycling service
Summary of recycling containers by type (bin, cart, roll off) and material (glass, paper, commingled, etc) provided by each event and how many full containers collected at end of event
Number and name of events provided yardwaste service
Summary of Compostables containers by type (bin, cart, roll off) and material (glass, paper, commingled, etc) provided by each event and how many full containers collected at end of event

Public Education & Outreach

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: List of all public education distributed
Method of distribution per public education material
Description of who received public education per distribution
Detailed cost breakdown for creation and distribution per public education material
Quantity of public education distributed per distribution
List of all public presentations, tours given and outreach;
include name of groups involved, location, date, number of people present, topic discussed

Overall Recycling, Composting and Reuse Summary

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)
Content: Summarize tonnages generated from Residential report,
commercial report, roll off report, special event report and other
collection reports as implemented

Office Productivity

Due Date: 20th of the month for preceding month
Submittal Format: Electronic (via email)
Content: Total number of inbound calls per day per CSR
Total number of dropped calls per day per CSR
Total customer wait time per day per CSR
Summary overall total number of inbound calls, per day, per CSR
Summary overall total number of dropped calls, per day, per CSR
Summary overall total customer wait time, per day, per CSR

Collection Productivity

Due Date: 20th of the month for preceding month
Submittal Format: Electronic (via email)
Content: Total number of missed pick ups per day per route
Total number of late set outs per day per route
Total number of courtesy pick ups per day per route
Total number and type of complaints per day per route
List of all routes for month
Total driver hours per route per day
Narrative description of any implemented route changes and why
Narrative description of any proposed route changes and why

Monthly MDF Reports**Tonnages – based on Soft-Pak Scale System data**

Due Date: 20th of the month for preceding month

Submittal Format: Electronic in Excel (via email)

Content: **Inbound tonnage report**

Monthly tonnage broken down as follows:

- Jurisdiction
 - Contractor collected
 - Self-haul/other
- Type of Material (specific type broken down as follows):
 - Clean MRF
 - Composting Area
 - Wood Waste Processing
 - Source Separated C&D Processing
 - Mixed C&D Processing
 - Other (e.g., tires, bulky goods)

Cumulative inbound tonnage for year-to-date broken down as above

Outbound tonnage report

Monthly tonnage of recovered materials broken down as follows:

- By Processing Area
- By Type and Grade of Material
- By Use of Material (i.e., differentiate wood products used as ADC, as biomass fuel, etc.)

Cumulative outbound tonnage of recovered materials for year-to-date broken down as above

Monthly tonnage of Residue disposed at the Transfer Station, broken down by Processing Area

Cumulative tonnage of Residue for year-to-date, broken down by Processing Area

Materials Marketed – based on receipts from sale of materials

Due Date: 20th of the month for preceding month

Submittal Format: Electronic in Excel (via email)

Content: List of all material sales destinations including:

- Company name
- Contact name
- Address
- Phone number

List of all materials marketed during month broken down as follows:

- Company name
- Type of material
- Tonnage
- Unit price
- Revenue

List of materials marketed cumulatively for year-to-date broken down as above

Operations

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: Discussion of significant issues including those related to:

- Design
- Operations
- Maintenance
- Marketing
- Environmental
- Facility Capacity

Presentation of recommended methods of resolution

Performance parameters

- Total processing hours for each Processing Area and processing line, if applicable
- Sorter productivity (total weight processed/total sorter labor hours) for Clean MRF and for Mixed C&D Processing Areas

- Availability of key pieces of rolling stock
- Availability of major pieces of fixed processing equipment by Processing Area
- Daily totals of Compostables received, broken down by materials composted and materials processed otherwise

Complaint records

- Discussion of any Notices of Violation or other complaints received including:
 - Date
 - Source
 - Description of reported violation
 - Resolution
- Discussion of any Contamination Violation Notices issued including:
 - Date
 - Party issued to
 - Description of reported violation
 - Resolution

Presentation of results from sampling analyses, if any, conducted during previous month including:

- Source of material
- Timeframe of sampling
- Methodology
- Results

Public Education & Outreach

Due Date: 20th of the month for preceding month

Submittal Format: Electronic (via email)

Content: List of public education activities

- Presentations
 - Group
 - Location
 - Date
 - Number of people present

- Name of person giving presentation
 - Topic
- Tours
 - Group
 - Date
 - Number of people
- Public education materials distributed
 - Type of material distributed
 - Method of distribution
 - Description of recipients
 - Quantity distributed

Quarterly Collection Reports

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic in Excel (via email)

Content: Year-to-Date Report Containing:

- Total number of commercial “lifts,” including:
 - All carts and bins;
 - All commercial waste streams (including MSW, Recyclable Materials, and Compostables); and
 - All routes.

Quarterly Diversion Incentive Reports**Targeted Incentive (TI) Report**

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic in Excel (via email)

Content: Year-to-Date Report Containing:

- Number of Roll Off loads Contractor believes are eligible for TI
 - Detailed listing of full roll-off box loads and split box loads
 - Work Order Numbers for Each Load

- Customer Name, Location and Material Type(s) Collected in Each Load
- Comparison of YTD Loads vs. Threshold Number of Loads

Residue Reduction Incentive (RRI) Report

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic in Excel (via email)

Content: Year-to-Date Report Containing:

- Number of Tons and Loads of Residue Hauled From MDF to Transfer Station for Disposal
- List Residue Tons and Loads by Date and Include Weight of Each Load
- List Number of YTD Total Eligible Inbound Tons to MDF
- Calculate YTD Percentage of Residue Using RRI Formula
- Compare YTD RRI Percentage to RRI average (4.6% residue)
- List of Facilities to Which Any Recovered Compost Overs Were Sent In Prior Month and Number of Tons and Loads Sent to Each
- List of Facilities to Which Any MDF Fines and/or “Recyclable Materials” Were Sent for Further Processing (other than MDF) and Number of Tons and Loads Sent to Each
- List and Description of Any New Operational Changes in Labor, Equipment, Etc. Used by Contractor to Reduce Residue Quantities During the Prior Month

Collection Incentive (CI) Report

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic in Excel (via email)

Content: Year-to-Date Report Containing:

- YTD Total Tons Collected For Recycling By Contractor
- TYD Total Tons of MSW Collected by Contractor
- YTD Calculation of CI

- Comparison of YTD CI Calculation of Percent Diverted to CI Baseline Level of Diversion (50.4%)

Quarterly MDF Reports**Operations**

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic (via email)

Content:

Report of general maintenance inspections, including any item that requires preventative maintenance or repairs

Report of facility capacity utilization, including identification of potential MDF users and estimated tonnages

Glass Sorter Performance

Due Date: January 20, April 20, July 20, October 20 for preceding quarter

Submittal Format: Electronic (via email)

Content:

Report of glass sorter equipment performance, including percentage breakdown between glass, fines, trash, and batteries of glass materials sent out, and the per ton pricing for the material sent out during the time period.

Quarterly Audits**SB 1383 MDF Facility Audit**

Due Date: Quarterly by the dates established by CalRecycle and/or Napa County Local Enforcement Agency.

Submittal Format: In the form required by CalRecycle and/or Napa County Local Enforcement Agency, and electronically (via email) to City.

Content:

Contractor to conduct MDF facility audit and provide audit report pursuant to SB 1383 and other requirements set forth by CalRecycle and/or Napa County Local Enforcement Agency.

SB 1383 Collections Audit

Due Date: Quarterly by the dates established by CalRecycle and/or Napa County
Local Enforcement Agency.

Submittal Format: In the form required by CalRecycle, and electronically (via email) to City.

Content:
Contractor to conduct audit and provide audit report pursuant to SB 1383
and other requirements set forth by CalRecycle and/or Napa County Local
Enforcement Agency.

Semi-Annual Collection Reports

Route Audits

Due Date: February 20 and August 20 (allocations derived from audit results will be used for next six months)

Submittal Format: Electronic (via email)

Content: Report of audit of all routes as described in Contract Section 9.06 plus audit of all routes crossing jurisdictions or waste generator types to create allocations to be used for next six months separating tonnage collected in residential, multi-family, commercial, school district and other jurisdictions.

Semi-Annual Materials Sales Aging Reports

Materials Sales Aging Reports

Due Date: January 1 and July 1

Submittal Format: Electronic (via email)

Content: Status of each load for which payment has not been received including

- Date payment is expected to be received
- Collection activities undertaken to date
- Collection activities planned to be undertaken by Contractor and on what dates
- If applicable, description and reason(s) why Contractor is recommending that the transaction be “written off” the books as “uncollectible”

Annual Collection Reports

Annual Collection Reports are to be provided electronically and in printed form.

Residential

Due Date: January 30 for previous calendar year

Submittal Format: Electronic (via email)

Content: Total number of households on MSW service

Total number of households participating in recycling program

Total number of households participating in Compostables program

Total number of households with bulky goods pick ups

Total number of households with e-waste pick ups

Total number of households with used oil set outs

Total number of households with used oil filter set outs

Total tons collected of MSW

Total tons collected of recycling by material type

Allocation percentages used to calculate total tons of recycling by
material type and date of allocation sampling and any proposed
changes

Total tons collected of Compostables

Total tons of bulky goods collected as MSW

Total tons of bulky goods collected as recycling, composting
and/or reuse

Total tons of bulky goods collected

Allocation percentages used to calculate each reported portion of
bulky goods including description of methodology and any
proposed changes

Total tons of e-waste collected

Total gallons of used oil collected

Total pounds of used oil filters collected

Summary recycling, composting and/or reuse rate for residential
program

Summary of pounds per household of all MSW collected

Summary of pounds per household of all recycling and yardwaste

collected

Summary of total pounds per household generated

*Multi-family tonnages to be removed from commercial tonnages and reported as residential. Multi-Family tonnages to be identified separate of other residential tonnages. Provide allocations used to calculate multi-family percentages.

Commercial (Bins and Cart Service)

Due Date: January 30 for previous calendar year

Submittal Format: Electronic (via email)

Content: Total number of businesses on MSW service with bin collection
 Total number of businesses on MSW service with cart collection
 Total number of businesses participating in bin recycling program
 Total number of businesses participating in cart recycling program
 Total number of businesses participating in yard trimmings program
 (by container type, ie bins or carts)
 Total number of businesses with bulky goods pick ups
 Total number of businesses with e-waste pick ups
 Total tons collected of MSW in bin service
 Total tons collected of MSW in cart service
 Summary of total tons of collected MSW
 Total tons collected of recycling by material type in bin service
 Total tons collected of recycling by material type in cart service
 Summary of total tons of collected recyclables
 Allocation percentages used to calculate total tons of recycling by material type and date of allocation sampling and any proposed changes
 Total tons collected of yard trimmings in bin service
 Total tons collected of yard trimmings in cart service
 Summary of total tons of collected yard trimmings
 Total tons of bulky goods collected as MSW
 Total tons of bulky goods collected as recycling, composting and/or reuse
 Total tons of bulky goods collected

Allocation percentages used to calculate each reported portion of
bulky goods including description of methodology and any
proposed changes

Total tons of e-waste collected

Summary of total tons of MSW collected

Summary of total tons of all recyclables and yard trimmings collected

Summary recycling, composting and/or reuse rate for commercial
program

Summary of pounds per cubic yard of all MSW collected

Summary of pounds per cubic yard of all recycling collected

Summary of pounds per cubic yard of all yard trimmings collected

Summary of total pounds per cubic yard generated

Do not include NVUSD

Roll Off

Due Date: January 30 for previous calendar year

Submittal Format: Electronic (via email)

Content: Total number of accounts on MSW service with roll off collection
Total number of accounts participating in roll off recycling program
Total number of accounts participating in Compostables program
Total tons collected of MSW
Total tons collected of recycling by material type
Allocation percentages used to calculate total tons of recycling by
material type and date of allocation sampling and any proposed
changes
Total tons collected of Compostables
Summary of total tons of MSW collected
Summary of total tons of all recyclables collected
Summary recycling, composting and/or reuse rate for roll off
program
Summary of pounds per cubic yard of all MSW collected
Summary of pounds per cubic yard of all recycling collected
Summary of pounds per cubic yard of all Compostables collected
Summary of total pounds per cubic yard generated

Do not include NVUSD

RECYCLE MORE PROGRAM

Due Date: January 30th for previous calendar year

Submittal Format: Electronic (via email)

Content: List the following information by month and for the year:

- Number and type of customers requesting collection (residential or commercial) and total collection stops for the month
- Number of residents with cooking oil containers
- Total Number of E-Waste items Collected
- Total Number of metal appliances/Oversized Metal Items Collected
- Total number of bags of textiles/reuse items Collected
- Total number of cooking oil setouts
- Total net Tons Collected of each type of the following materials:
 - Cooking Oil (gallons and pounds)
 - E-Waste
 - Metal appliances/Oversize metal items
 - Textiles/Reuse Items
 - Re-usable items
 - Batteries
 - Other materials as approved by the City
 - Total net tons collected

Notes on program successes, challenges and recommended operational changes

Total miles driven

Commercial Food Scraps Collection Program

Due Date: January 30th for previous calendar year

Submittal Format: Electronic (via email)

Content: Number of accounts participating in Food Scraps program

- List customer name, address, size of Food Scraps container(s), Food Waste collection route, route sequence number and day(s) of week collected

Productivity Statistics Including the following by route, for each month and for the year:

- Number of stops
- Number of lifts
- Number of yards collected
- Number of Tons collected
- Total route miles
- Route stops/hour
- Route miles/stop

Notes/narrative description about observations about the program, issues or problems encountered, possible solutions and possible program improvements needed or desired.

Annual Reconciliation Review Report

Due Date: November 20, or as soon thereafter as October data becomes available.

Submittal Format: Electronic in Excel (via email)

Content: Year-to-Date Report, summarized by month (including October) and quarter, containing:

- Total number of residential households served (with Municipal Solid Waste or MSW service)
- For each commercial customer:
 - All carts and bins;
 - All commercial waste streams (including MSW, Recyclable Materials, and Compostables); and
 - All routes.
- Total number of commercial “lifts,” including:
 - All carts and bins;
 - All commercial waste streams (including MSW, Recyclable Materials, and Compostables); and
 - All routes.
- Total number roll-off services for all waste streams (including MSW, Recyclable Materials, and Compostables) and routes.

NVUSD

Due Date: August 1 for previous school year of July 1 through June 30

Submittal Format: Electronic (via email)

Content: Same information as requested under commercial and roll off reports specific to NVUSD collected material only, broken out with summaries by jurisdiction and overall summary for school district

Special Events

Due Date: January 30 for previous calendar year

Submittal Format: Electronic (via email)

Content: Total number and name of events provided MSW service
Total number and name of events provided recycling service
Total number and name of events provided Compostables service
Summary overall recycling, composting and/or reuse activities for all events combined
Summary overall MSW activities for all events combined

Overall Recycling, Composting and Reuse Summary

Due Date: January 30 for previous calendar year

Submittal Format: Electronic(via email)=

Content: Summarize tonnages generated from Residential report, commercial report, roll off report, special event report and other collection reports as implemented

Other

Due Date: January 30 for previous calendar year

Submittal Format: Electronic (via email)

Content: Narrative description of any items of significance not included in other reports
Numerical description of any items of significance not included in other reports

Annual MDF Reports

Annual MDF Reports are to be provided electronically (on a CD) and in printed form.

Tonnages – based on Soft-Pak Scale System data

Due Date: January 30 for previous year

Submittal Format: Electronic in Excel

Content: **Inbound tonnage report**

Annual tonnage broken down as follows:

- Jurisdiction
 - Contractor collected
 - Self-haul/other
- Type of Material (specific type broken down as follows):
 - Clean MRF
 - Composting Area
 - Wood Waste Processing
 - Source Separated C&D Processing
 - Mixed C&D Processing
 - Other (e.g., tires, bulky goods)

Outbound tonnage report

Annual tonnage of recovered materials broken down as follows:

- By Processing Area
- By Type and Grade of Material
- By Use of Material (i.e., differentiate wood products used as ADC, as biomass fuel, etc.)

Annual tonnage of Residue disposed at the Transfer Station, broken down by Processing Area

Marketing of Materials

Due Date: January 30 for previous year

Submittal Format: Electronic in Excel

Content: List of all material sales destinations including:

- Company name

- Contact name
- Address
- Phone number

List of all materials marketed during year broken down as follows:

- Company name
- Type of material
- Tonnage
- Unit price
- Revenue

Market development plan for material sales for future year

Operations

Due Date: January 30 for previous year

Submittal Format: Electronic

Content: Summary of operations for previous year including:

- Summary of operational changes made at MDF
- Summary of repairs and major maintenance at MDF
- Listing of significant modifications made to physical assets of MDF and title and identification number of drawing(s) wherein modification(s) are shown
- Listing of permit changes implemented
- Performance parameters (annual)
 - Total processing hours for each Processing Area and processing line, if applicable
 - Sorter productivity (total weight processed/total sorter labor hours) for Clean MRF and for Mixed C&D Processing Areas
 - Availability of key pieces of rolling stock
 - Availability of major pieces of fixed processing equipment by Processing Area
- Summary of complaint records
 - Notices of Violation or other complaints
 - Contamination Violation Notices issued

Discussion of future plans (for next 12 months unless specified otherwise):

- Proposed operational changes
- Forecast of required or potentially required new permits or modification of permits for 24-month period
- Equipment placement schedule
- Plan for marketing facility capacity

Public Education & Outreach

Due Date: January 30 for previous year

Submittal Format: Electronic

Content: Summary of public education activities conducted during year
Public education activities planned for future year

Annual Diversion Incentive Reports**Targeted Incentive (TI) Report**

Due Date: February 10 for previous calendar year

Submittal Format: Electronic in Excel (via email)

Content: Annual Report Containing:

- Number of Roll-Off Loads Contractor Believes are Eligible for TI
 - Detailed listing of full roll-off box loads and split box loads
 - Work Order Number for Each Load
 - Customer Name, Location and Material Type(s) Collected in Each Load
- Comparison of Total Number of Loads Contractor Believes are TI-Eligible vs. Threshold Number of Loads

Residue Reduction Incentive (RRI) Report

Due Date: February 10 for previous calendar year

Submittal Format: Electronic in Excel (via email)

Content: Annual Report Containing:

- Number of Tons and Number of Loads of Residue Hauled From MDF to Transfer Station for Disposal

- List Residue Tons and Loads by Date and Include Weight of Each Load
- List Number of Total Eligible Inbound Tons to MDF
- Calculate Percentage of Residue Using RRI Formula
- Compare RRI Percentage to RRI Average Percentage (4.6% residue)
- List of Facilities to Which Any Compost Overs Were Sent During Prior Year and Number of Tons and Loads Sent to Each. Description of Type(s) of Processing or Other Uses of Compost Overs at Each Facility and Destination Where any Compost Over Residue Was Sent
- List of Facilities to Which Any MDF Fines and/or “Recyclable Materials” Were Sent for Further Processing (other than MDF) During the Prior Year and Number of Tons and Loads Sent to Each. Description of Type(s) of Sorting Completed at Each Facility and Destination Where Residue Was Sent
- List and Description of All Operational Changes in Labor, Equipment, Etc. Used by Contractor to Reduce Residue Quantities Including Narrative Description of How Residue Quantity Was Reduced (or Why the Quantity Increased) From the Level Achieved In the Prior Calendar Year. List and Describe All Other Methods, Facilities and Additional Equipment and/or Labor Used to Achieve the Residue Level for the Subject Calendar Year.

Collection Incentive (CI) Report

Due Date: February 10 for previous calendar year

Submittal Format: Electronic in Excel (via email)

Content: Annual Report Containing:

- Annual Total Tons Collected For Recycling By Contractor
- Annual Total Tons of MSW Collected by Contractor
- Annual Calculation of CI
- Comparison of Annual CI Calculation of Percent Diverted to CI Baseline Level of Diversion (50.4%)

- Narrative Description Of How Diversion Of Tons Collected by Contractor Changed From the Level Achieved In the Prior Calendar Year Including a Description of All New, Expanded and/or Enhanced Diversion Programs, New Diversion Methods, Facilities and Additional Equipment and/or Labor Used to Achieve the Diversion Level for the Subject Calendar Year. If the Diversion Level Decreased From the Prior Calendar Year, Describe the Reason(s) for the Decrease.

Annual Report of Affiliated Entity Materials Sales and Purchase Transactions**Notes to Annual Audited Financial Statements**

Due Date: As soon as audited financial statements are completed, but no later than June 30 for previous calendar year

Submittal Format: Electronic in Excel (via email) or email of PDF

Content: List of information for each sale of material by Contractor to an Affiliated Entity including:

- Date of sale
- Type of material
- Number of tons of material sold
- Sale price per ton
- Other sale terms including but not limited to:
 - Which party provided/paid for transportation (if applicable)
 - Date load shipped from MDF (if different from date of sale)

List of information for each purchase of material by Contractor from an Affiliated Entity including:

- Date of sale
- Type of material
- Number of tons of material sold
- Sale price per ton
- Other sale terms including but not limited to:
 - Which party provided/paid for transportation (if applicable)

Annual Inventory of Materials On Site At MDF

Annual Inventory of Materials On Site At MDF As Of Close of City's Fiscal Year

Due Date: July 10 for inventory completed on June 30 of each calendar year

Submittal Format: Electronic in Excel (via email) or email of PDF

Content: Inventory including:

- Count of all finished bales, by material type
- Quantity of each type of material stored in roll off boxes, bunkers, storage hoppers and all other storage containers
- Estimated quantity of each material loose on tipping floor/processing area