

5/8/14 TIME 11:36am

AGENDA

by Rosalie Cardenas

by [Signature]

REGULAR MEETING

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD**

MAY 15, 2014

5:00 P.M.

LEGAL CONFERENCE ROOM

SANTA FE COUNTY ADMINISTRATION BUILDING

102 GRANT AVENUE

SANTA FE, NM

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Regular Meeting – April 17, 2014**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
 - (A) Request for Approval of the Fiscal Year 2014-2015 Proposed Budget.
 - (B) Request for Approval of Construction Agreement with Del Hur Industries of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. '14/29/P).
 - (C) Request for Approval of Resolution 2014-2 Updating a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure, Post-Closure Care, Phase I and II Assessment, and/or Corrective Action Costs at the Santa Fe Solid Waste Management Agency Facility Known as the Caja del Rio Landfill.
 - (D) Update on Amnesty Day at the Buckman Road Recycling and Transfer Station.
- VII. Matters from Staff**
- VIII. Matters from the Board**
- IX. Next Meeting Date: Thursday, June 19, 2014.**
- X. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Rosalie Cardenas at (505) 424-1850, extension 150.

SUMMARY INDEX
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
May 15, 2014

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved	2
APPROVAL OF THE MINUTES FOR REGULAR MEETING – APRIL 17, 2014	Approved	2
MATTERS FROM THE PUBLIC		2
<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
REQUEST FOR APPROVAL OF THE FISCAL YEAR 2014-2015 PROPOSED BUDGET	Approved [amended]	2-11
REQUEST FOR APPROVAL OF CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELES, WA, FOR THE BASALT ROCK CRUSHING AND SALES OPERATION FOR THE CAJA DEL RIO LANDFILL (RFP NO. 14/29/P)	Approved	11-13
REQUEST FOR APPROVAL OF RESOLUTION NO. 2014-2, UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENT AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL	Approved	13
UPDATE ON AMNESTY DAY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION	Information/discussion	14-16

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
MATTERS FROM STAFF	None	16
MATTERS FROM THE BOARD	None	16
NEXT MEETING DATE – THURSDAY, JUNE 19, 2014		16
ADJOURNMENT		16

SUMMARY INDEX
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
May 15, 2014

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved	2
APPROVAL OF THE MINUTES FOR REGULAR MEETING – APRIL 17, 2014	Approved	2
MATTERS FROM THE PUBLIC		2
<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
REQUEST FOR APPROVAL OF THE FISCAL YEAR 2014-2015 PROPOSED BUDGET	Approved [amended]	2-11
REQUEST FOR APPROVAL OF CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELES, WA, FOR THE BASALT ROCK CRUSHING AND SALES OPERATION FOR THE CAJA DEL RIO LANDFILL (RFP NO. 14/29/P)	Approved	11-13
REQUEST FOR APPROVAL OF RESOLUTION NO. 2014-2, UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENT AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL	Approved	13

ITEM**ACTION****PAGE**

UPDATE ON AMNESTY DAY AT THE BUCKMAN
ROAD RECYCLING AND TRANSFER STATION

Information/discussion 14-16

MATTERS FROM STAFF

MATTERS FROM THE BOARD

NEXT MEETING DATE – THURSDAY, JUNE 19, 2014

16

ADJOURNMENT

16

**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
May 15, 2014**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Miguel Chavez, Vice-Chair, on Thursday, May 15, 2014, at approximately 5:00 p.m., in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Commissioner Miguel Chavez, Chair
Councilor Joseph M. Maestas, Vice Chair
Commissioner Robert Anaya
Commissioner Kathy Holian

MEMBERS EXCUSED

Councilor Patti J. Bushee
Councilor Signe I. Lindell

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA
Angelica Salazar, SWMA
Justin Miller, Legal Counsel
Elizabeth Martin for Melessia Helberg, Stenographer

There was a quorum of the membership in attendance.

III. APPROVAL OF THE AGENDA

MOTION: Commissioner Holian moved, seconded by Councilor Maestas, to approve the Agenda as presented.

VOTE: The motion was approved unanimously on a voice vote.

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – APRIL 17, 2014

MOTION: Councilor Maestas moved, seconded by Commissioner Holian, to approve the minutes of the regular meeting of April 17, 2014, as presented.

VOTE: The motion was approved unanimously on a voice vote.

V. MATTERS FROM THE PUBLIC

Joe Eigner, El Dorado, thanked Danita for the tour she gave his group. He thanked Adam Schlachter for coming to their meeting and said Adam will be the featured speaker at their next meeting. He said they look forward to working with him in the future.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

(A) REQUEST FOR APPROVAL OF THE FISCAL YEAR 2014-2015 PROPOSED BUDGET

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum of April 11, 2014, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

The Committee commented and asked questions as follows:

- Commissioner Anaya asked if the pay that the board adopted has always been across the board relative to the percentage, for all employees, union and non-union.

Mr. Kippenbrock said yes, noting the Board has always done that since 2006.

- Commissioner Anaya said last time, Santa Fe County did a tiered system so that the lower paid employees can get more of a raise, understanding that the negotiations are still to be done.

Mr. Kippenbrock said we can look at that for the future.

Chair Chavez agreed, and asked the union representative to speak, without crossing the line into matters that shouldn't be discussed.

Apolonio Garcia, Chief Steward, Local 3999, introduced Nick Lovato and Angelo Mares also of Local 3999, noting they are a part of the negotiating team.

Nick Lovato said they did not negotiate this 2%, and will have to look at that.

- Commissioner Anaya said he didn't mean to step on their toes. He said he just wants to respect the collective bargaining, and the tiered approach will benefit the lower paid employees.

[Stenographer's note: This exchange is for the most part inaudible because they were speaking from the audience away from the microphone]

Mr. Lovato said they need to look at this and analyze it. He said this is an opportunity to look at the salaries of the lower paid employees.

- Councilor Maestas said the Board discussed a compensation study that was presented which recommends pay bands. He thinks we need to move to establish market corrections based on the Study. He doesn't think COLA and merit pay are going to establish the corrections needed. He said if we are going to pay for a compensation study and wage recommendations, based on the market, we should start making adjustments.
- Councilor Maestas said he would like to propose a change to this budget. He thinks we need to consider tenure and start implementing the recommendations and establish salaries which are more consistent with the market as defined by the compensation study.
- Commissioner Anaya said the County was trying to bring parity to the positions. He would be willing to hear that, saying he wasn't aware that he was going to bring this up.
- Councilor Maestas said there is no real plan to implement the suggestions of the study. He said the consultant said that COLAs and merit pay usually are not offered at the same time. He said what he would propose is that in the next negotiation we move away from COLAs

and include merit and market value for compensation, which will help us to implement the recommendations.

- Commissioner Anaya said then we don't get in the way of contract negotiations on compensation if we do an analysis and decide that certain positions need increases in compensation, and asked if it is okay for us to do this.

Justin Miller said he thinks that is true, and in the course of negotiating with the unions you can propose those ideas.

- Chair Chavez asked Mr. Kippenbrock if he would like to respond, and asked if we are too far off, and is it all right to move away from COLA and merit pay.

Mr. Kippenbrock said these are all valid points. He said this is something we can move forward in discussions. He said this budget is based on the agency's policy in place for union and non union employees, and COLA and Merit are included for this year. He said it can be changed.

- Responding to the Chair, Mr. Kippenbrock said the policies are in place. If the Board feels the appropriation is insufficient, the Board can over-ride that. In the past no merit increase was given in the rough years, and in one year, there was no COLA.

Mr. Kippenbrock said the compensation study allowed all of the positions at market value, but it hadn't done enough for the people at the bottom. He said he is a big proponent of merit pay. He said, for this purpose, he feels the COLA and merit should be included in the budget for union and non-union employees.

- Councilor Maestas said he wants to remind everyone that he did have staff do a chart for compensation regarding tenure. He said there are 6 employees that have been with SWMA for 10 to 17 years who do not make the mid point. He said the merit pay and COLA are not going to get them there. His suggestion is that we divide the merit pay in half and use the other half for the market adjustments.
- Councilor Maestas said he believes merit should be our mainstay on the compensation side, but market adjustments need to be made for the next 2-4 years, though we probably need to phase those in. He said he puts this out there as a possibility for those positions that have the most disparity.

- Commissioner Anaya said he is amenable to hearing potential adjustments from market to create parity. He said he thinks merit is an excellent tool. He asked if you use evaluation and targets to let them know what the targets might be so they can meet those.

Mr. Kippenbrock said yes. He said they have software which is based on a ranking 1 through 5, for each element. He said the rating employees get translates to an amount for merit pay. He said that is all part of the merit based system in the policy.

- Commissioner Anaya said, given that system, that we utilize the resources for our employees, so we don't come back at the end of the year and say we have 50% savings in our pool, the merit or COLA. He wants to utilize the resources to bring the employees to parity.
- Mr. Kippenbrock said it has averaged about 2% for the last two years.
- Commissioner Anaya asked if he used all the resources between COLA and merit last year.

Mr. Kippenbrock yes, or very close.

- Councilor Maestas said we can't offer any kind of COLAs or pay adjustments if funds are not available. He has questions about the solid waste assessment. He said we have no contingency budget set aside for any recommendations that might come from that. He said we should set aside a small amount of funds for implementation, and we can adjust that once we see the recommendations.

Mr. Kippenbrock said the solid waste assessment is being performed right now, noting the County portion is done. He said there are preliminaries for the City. He said he has yet to see the Agency portion, because they want to finalize the City first. He said, "I strongly feel, in terms of the solid waste assessment, some of the things they're looking, it is too early to tell if we need to set aside a contingency." He said we do have reserves if funds are needed, commenting "I feel very strong on that."

- Chair Chavez asked what dollar amount Councilor Maestas has in mind.
- Councilor Maestas said there are a number of recommendations, but he hasn't seen the full report to be able to know.
- Responding to the Chair, Mr. Kippenbrock said he has no idea, but it's too early to tell.

- Commissioner Holian said it is noted in the report that the agency has 5 reserves, and asked how the amount of money is decided for each of those reserves.

Mr. Kippenbrock said it is based on revenue received and a 5 year projection. He said we look at the fund balances and divide up the monies.

- Commissioner Holian said, "So you think some of those reserve funds could be used if there are some recommendations in the assessment."

Mr. Kippenbrock said yes, noting funds are earmarked, for example, to upgrade the glass crusher..

- Chair Chavez said there are some things we cannot do without.

Mr. Kippenbrock said this correct. He said we lease property from the City, and feel obligated to go ahead and upgrade the water system, because the City can't do that at this time. He said the building was never equipped with a mister to keep the dust suppressed, noting this is common. He said they would like to retrofit the building for a misting system, and to replace the water line.

- Councilor Maestas asked the balance of the reserves after the transfer.

Mr. Kippenbrock said he doesn't have that number with him, but he can provide it.

- Responding to Councilor Maestas, Mr. Kippenbrock said most likely this will be funded from the equipment reserves.

- Councilor Maestas asked about the proposed expansion position.

Mr. Kippenbrock that was for last year, and it was for salary and benefits for a Health and Safety officer.

- *Councilor Maestas's remarks here are inaudible.*

Responding to Councilor Maestas, Angelica Salazar said the \$2 million in the unrestricted cash fund is what we anticipate in costs and it is not reserves.

- Councilor Maestas asked if there is a minimum we have to keep in reserves.

Mr. Kippenbrock said no, but he likes to keep 20% of the operating budget in reserves. He said it is a good idea, noting we try to keep sufficient funds to be able to ride through any recession.

- Councilor Maestas said he would like to see the existing policies as they pertain to the amount in reserves, and how those can be utilized. He said the State requires a certain percentage of the operating budget to be in reserves. He would like that to be on the next meeting agenda – to review these policies and discuss any changes the Board would like to make.
- Councilor Maestas said, in the absence of a policy I think we need to develop policies for the reserves.
- Commissioner Anaya said he agrees with Councilor Maestas. He asked if there has been a reduction in staffing over-all from this year to the next.

Mr. Kippenbrock said it remains the same.

- Commissioner Anaya said he is looking at the budget, and 1.4% is budgeted for COLA, \$45,117 for the current year and the proposed budget has \$33,173, and asked Mr. Kippenbrock to help him understand the difference.

Mr. Kippenbrock said last year we had a higher COLA.

- Commissioner Anaya asked if there has been a deviation on merit pay.

Mr. Kippenbrock said it is based on current positions we have in place, and it is allowed only for those employees who have been with the Agency for 9 months or more.

- Commissioner Anaya I think it makes sense to break that up, and take the opportunity to deal with other compensation issues with that pool. He said he would be amenable to that.
- Councilor Maestas he has something in mind.
- Chair Chavez would like for Mr. Kippebrock to continue his review of the budget before Councilor Maestas makes a motion.

Mr. Kippenbrock continued his review of Exhibit "1."

The Board commented and asked questions as follows:

- Councilor Maestas said the Transfers Out on page 1 shows \$500,000, but on another page it says \$1.8 million.

Mr. Kippenbrock said the \$500,000 is a transfer into reserves. The \$1.8 million is what we potentially will spend – a compactor, the GPS and such.

Councilor Maestas asked the current balance of the Reserves.

Mr. Kippenbrock said he will get that for him.

- Chair Chavez said, so if you do add that to the budget to show the balances you would just have to add one or two lines.

Mr. Kippenbrock said yes.

MOTION: Councilor Maestas moved, seconded by Councilor Anaya for purposes of discussion, to approve the FY 2014/15 proposed budget, with an amendment that one-half of the proposed merit pay salary pool of \$47,672, or \$23,836, be set aside for market adjustments to employees salaries, equitable salary adjustments, based on the most recent compensation study recommendations and appropriate pay bands.

DISCUSSION: Commissioner Anaya said he think's we're on the right track.

FRIENDLY AMENDMENT: Commissioner Anaya proposed that primary adjustments associated with classification have to come back to this Board for adoption.

DISCUSSION ON THE FRIENDLY AMENDMENT: Mr. Kippenbrock said he can bring those back. He said, "Although I see where you want to do the market adjustment, in my opinion, if you want to do the market adjustment based on the compensation study which recommended \$12,500, that should be based on a [inaudible] funding, but leave the dollar amount for the merit pay in place. The reason I say that, is that it's based on 1 or 2% of the higher rate, and if we get an average rate, we would not have enough money in the budget. If you are looking at the market adjustment, I would strongly suggest you increase the amount by \$12 500. That would cover the recommendations out of the compensation study for the issues we talked about, increasing the bands, and the union suggestions."

Councilor Maestas said he would like this to apply to all employees, union and non- union, for the spread.

Mr. Kippenbrock said this is what they recommended for union positions, but not non-union positions.

THE AMENDMENT WAS FRIENDLY TO THE MAKER WITH THE CAVEAT THAT IT BE USED WHERE THE GREATEST NEED IS AND THE GREATEST DISPARITY, AND IF WE NEED TO MAKE MORE MONIES AVAILABLE, THEN WE WILL. THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE BOARD.

Councilor Maestas said this will not include the Executive Director, and asked if that is okay.

Commissioner Anaya said that is fine. He asked if it is the assumption that all employees will get the 2% increase.

Mr. Kippenbrock said no. He said the merit is based on performance evaluation.

Commissioner Anaya said this is the reason he is okay with breaking out a portion. If the goal is to give you a pool to do merit raises as well as deal with the classification study, then he is okay with it.

Chair Chavez asked Councilor Maestas if he is uncomfortable with increasing the dollar amount.

Councilor Maestas said, "No we have a balanced budget. Maybe when he comes back with those recommended adjustments, then we can see if we need more monies. What good is the compensation study if we're not going to implement any of it. I think we will see as we implement this we will see that the salaries are more in line with the market.... We may need these market adjustments for several years."

Justin Miller said he wants to make sure we are not interfering with the collective bargaining agreement. He said, "So the proposal is to leave COLA appropriation as it is, and take ½ of the merit pay and appropriate it for merit pay increases after evaluation of performance, and take ½ for market adjustments in accordance with the compensation study."

Councilor Maestas said this is correct.

Mr. Miller said, "I wonder if it would be easier, or more straightforward to have a separate item for the market adjustments for the compensation study."

Councilor Maestas said, "The contracts don't designate a particular amount, and it is dependent on appropriation, and I would hate to reduce the raise for the market adjustment."

Mr. Kippenbrock said the compensation study brought up a minimum for the mid point for union positions. They felt that the pay bands for the non-union positions were fine. His understands it works well. The \$12,500 is to bring up the union positions not non-union positions. He said the purpose of the compensation study was to determine, based on the last COLA, if the COLA and merit were working, and how our pay rates compare in the market place. They came up with other recommendations, including comp ratios, mid-points and such.

Mr. Kippenbrock said the compensation study is geared to non-union folks. His concern is, based on the motion, we most likely will have a deficit in the merit fund if we take ½ out. That amount is based on what we have done in the past. To compress the pay band the study says it would cost \$12,500.

Councillor Maestas reiterated that he looked at the contract and there are no specific amounts called for in merit pay increases.

Mr. Kippenbrock reiterated that the percentage is 1-4%.

Councilor Maestas said, "Let's just see how the employees perform. You are basing it on historic information. You assume so many people are going to get so much." He said let's play this by ear for the year, and if we need to add more money into the merit pool we can.

Commissioner Anaya said as he listened to the conversation and the rest of the remarks, he envisions Mr. Kippenbrock, as the director, going through a review of seniority and experience to allocate the market rate adjustment. He thinks he will have that opportunity and he could have a multi-faceted and possibly even a multi-year recommendation, based on the analysis of the study.

Mr. Kippenbrock said that is correct, noting he does all of the evaluations in June, and should know by the next meeting.

[Someone speaking here is completely inaudible]

VOTE: The motion, as amended, was approved on a voice vote, with Councilor Maestas and Commissioner Anaya voting in favor of the motion and Commissioner Holian voting against.

Explaining her vote: Commissioner Holian said, "I think we are micro-managing. I would like to wait until we go into the salary negotiations and then see how we can take advantage of the study to realign employees. We are just considering the budget. This is not cast in stone, is that correct, and we could adjust that if necessary."

Mr. Kippenbrock said, "It can be adjusted. You are correct."

Mr. Miller said he is unsure about the County rules, but it is legal to have an 8-year construction contract, which is the limit.

Commissioner Anaya asked if the 8-year timeline is associated with fulfilling the full projection and asked the reason for 8-years, and asked why not 4-years.

Mr. Kippenbrock said there is enough material for 16 years.

Commissioner Anaya asked what is the rationale to go 8 years as opposed to 4.

Mr. Kippenbrock said it is primarily due to the capital outlay for equipment, noting it costs them \$2 million and they are already on site.

Commissioner Anaya asked if this is standard with other landfill operations across the country for a similar process.

Mr. Kippenbrock said we are different. Most landfills are not sited on top of rock, noting the first contract was for 8 years. He said, if for some reason the contract does not work out, there is a termination clause in the contract.

Commissioner Anaya asked if there are landfills similar to ours and what are the terms of their build-outs.

Chair Chavez asked if he would like for Mr. Kippenbrock to do research on that, and Commissioner Anaya said no, he would just like to know.

Councilor Maestas said then 8-year construction contracts are okay, but this is a professional services contract.

Mr. Miller said, "No, this is a construction contract."

Councilor Maestas said we are calling it a professional services contract.

Mr. Miller said the contract itself says it is a construction contract.

Councilor Maestas said then the contract just ended was for 8 years, and Mr. Kippenbrock said this is correct.

Chair Chavez we have not always had a good experience with these.

Mr. Kippenbrock said in 2000-2001 a previous contractor did not do well, although he had good intentions, it did not work out well, in terms of traffic, dust and such. He said when he came on board, he recognized the need for an RFP process which is what they did in 2006. He said the company has done very well for us.

Chair Chavez said the rock crushing operation is separate from the construction.

Mr. Kippenbrock said, for this contract, yes. He said other cells will be bid out separately.

MOTION: Commissioner Anaya moved, seconded by Holian, to approve this request as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(C) REQUEST FOR APPROVAL OF RESOLUTION NO. 2014-2, UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENT AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated May 12, 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation

MOTION: Commissioner Anaya moved, seconded by Commissioner Holian, to approve this request as presented by staff.

VOTE: The motion was approved unanimously on a voice vote.

(D) UPDATE ON AMNESTY DAY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION

Allen Schlachter, at the request of Randall Kippenbrock, Executive Director, presented information regarding this matter from Mr. Kippenbrock's Memorandum dated May 12, 2014, with attachments, to the SFSWMA Joint Powers Board. This Memorandum and attachments are incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation

- Chair Chavez if it is material specific, that will take care of the long line.

Mr. Schlachter yes, by breaking up the materials.

Chair Chavez asked if there were vehicles with commingled materials.

Mr. Schlachter yes, and they surveyed what they had and then gave them recommendations of where to go first.

- Chair Chavez said then if they separate them, then you don't have to go through all that, and Mr. Schlachter yes.

- Commissioner Holian asked what the role of the County will be for the *Toss No Mass* campaign.

Mr. Schlachter they are working more with the Keep America Beautiful effort with the City. He will bring up the County role at the next meeting.

- Commissioner Holian said then that is yet to be decided.

- Commissioner Anaya said he thinks we had that conversation at the meeting he attended in working with the transfer station. He said he would like for "you guys to have that conversation with staff."

Mr. Schlachter said we did have some folks who thought the County was doing the same thing.

Oliver Barela, County Solid Waste, said the County would like to be involved, but they are taking things “we do not take.” He said a bulletin came out today that the County is going to have an amnesty as well, which will be at 3 sites for 6 weeks. It is only for people who have permits.

- Commissioner Anaya said he has a special request that we set up a twitter account to let people know how long the wait is.

Mr. Schlachter said we talked about putting signs, such as, “if you are here you have a one hour wait.”

- Chair Chavez said he is encouraged by the response, commenting we got people to bring their own tires.
- Councilor Maestas said he was one of those guys in line on Saturday, and came back on Sunday. He said in the flyer for Sunday the text that advertised accepting green waste was very small. He thinks perhaps some people thought Saturday was the only day for green waste. Maybe we should take everything on both days.
- Councilor Maestas asked it is possible to get a mobile scale so we can process people more quickly, and asked if it is critical that we weigh everyone.

Mr. Schlachter said it is for some wastes.

- Councilor Maestas asked if it is possible to have a line for people who do not have to be weighed.

Mr. Kippenbrock said they learned a lot, and are still assessing the situation. He said with regard to the long line, there are only so many bays. He said they are looking seriously at doing *Toss no Mas* at the Caja del Rio landfill for that one day. He said we learned that if we include the word free people come.

Mr. Kippenbrock said we have green waste this weekend and again in June, and they are working hard on this, commenting “the 700 plus vehicles are pretty much maxing us out, so we’re looking at other avenues to try to do this part time.”

- Councilor Maestas said we need to talk about lessons learned and streamlining the process, and asked that this be on the next Agenda for discussion. He said based on the editorial, a lot of people are excited about it, others are angry because of the wait, and we need to discuss this.

Mr. Kippenbrock said he can it bring it back in July or August to allow staff more time to analyze it.

- Councilor Maestas asked if he has the data listed by person. He asked that he bring that background data with the other data for the discussion on lessons learned.

Councilor Maestas said, "Congratulations. I thought it was fantastic."

Chair Chavez said if we open the landfill, it can't be on a windy day.

Mr. Kippenbrock said he understands, and it can be on a Saturday.

Chair Chavez said it can't be windy, whatever day it is, because it could get a little dicey.

Mr. Kippenbrock thinks it is doable. He said he would rather give them that ability and encourage people with trailers to go there.

VII. MATTERS FROM STAFF

There were no matters from staff.

VIII. MATTERS FROM THE BOARD

There were no matters from the Board.

IX. NEXT MEETING DATE – THURSDAY, JUNE 19, 2014.

X. ADJOURNMENT

There was no further business to come before the Board.

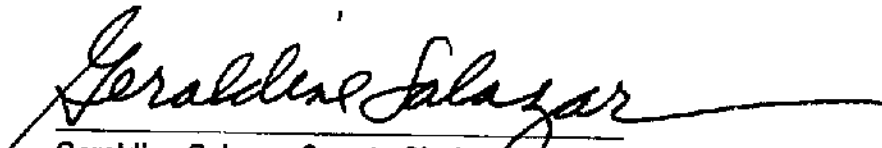
MOTION: Commissioner Anaya moved, seconded by Commissioner Holian, to adjourn the meeting.

VOTE: The motion was approved unanimously on a voice vote, and the meeting was adjourned at approximately 6:50p.m.

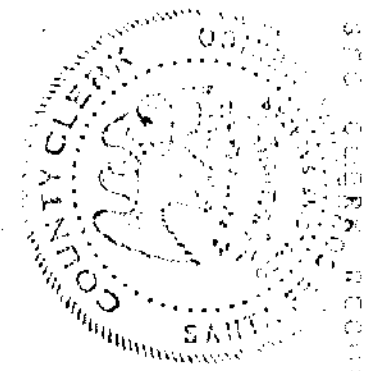
APPROVED BY:


Miguel Chavez, Chair

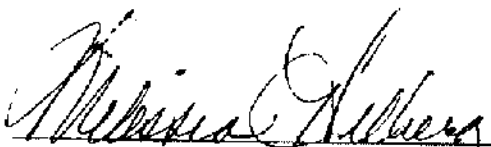
ATTESTED TO:


Geraldine Salazar, County Clerk
Santa Fe County

6-23-2014



SUBMITTED BY:


Melessia Heiberg, Board Stenographer

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
PAGES: 19

I Hereby Certify That This Instrument Was Filed for
Record On The 23RD Day Of June, 2014 at 11:13:31 AM
And Was Duly Recorded as Instrument # 1739554
Of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RUC*
Date: April 11, 2014
Subject: Request for Approval of the Fiscal Year 2014-15 Proposed Budget

On March 20, 2014, the Agency presented to the Board the proposed Santa Fe Solid Waste Management Agency operating budget for Fiscal Year 14-15 (FY-15). This memorandum reiterates the main points that were presented during the March meeting.

The proposed FY-15 budget shows the operating expense budget being relative flat compared to the FY-14 budget (\$7,273,162 to \$7,172,040 respectively).

The proposed budget shows projected revenues of \$7,273,500, an overall increase of \$100,100 from FY-14. Revenue generated from landfill tipping fees is projected to increase from \$5,405,400 to \$5,743,500 due to higher tonnages processed at the landfill from 145,500 tons projected for FY-14 to 153,000 tons projected for the proposed budget. Revenue for the transfer station is projected to remain relatively flat at \$880,000 compared to \$882,000 for FY-14. Projected revenue from the sale of recyclable materials is expected to significantly decrease from \$773,500 to \$500,000 due to loss of approximately 1,800 tons of recyclable materials from Los Alamos County and the volatility of selling prices for recyclable materials caused by market conditions.

The proposed budget contains a cost of living adjustment (COLA) of 1.4% (\$33,173) and a merit pay increase based on an evaluation system which averages to a 2% salary increase (\$47,672). The structures of the COLA and merit pay are specified in Article 18 of the Agreement between the Agency and AFSCME Local 3999. The term of the Agreement is July 1, 2013 through June 30, 2015. The Appropriations Clause in Article 38 of the Agreement states the terms of the Agreement are contingent upon sufficient appropriations and authorizations by the Board. It also states that if the Board does not authorize the appropriations such as COLA and merit pay then the Agency must provide written notice to AFSCME, which the appropriations are then subject to immediate re-negotiation by the parties, upon written request by either party.

The same COLA and merit pay increases are also proposed for the 10 non-union positions including the Executive Director. The Agency's Personnel Policy Manual contains COLA and merit pay for employees, which are subject to the Board's approval of the budget.

The COLA is calculated as a percentage change in the consumer price index (CPI) as computed by the U.S. Department of Labor – Bureau of Labor Statistics using the *Consumer Price Index for Urban Wage Earnings and Clerical Workers for the West*

Exhibit "1"

Urban Area for All Items. Specifically, the CPI is calculated using the annual rate of the previous calendar year for the upcoming budget (i.e., calendar year 2013 for FY-15 budget). Similarly, the COLA is applied to the Compensation Pay Plan by adjusting the ranges of each pay grade accordingly.

The merit pay is based on performance evaluations ranging from 0 to 4 percent pay increase.

The following table breaks down the COLA and merit pay categories by union and non-union employees.

Employees	COLA	Merit Pay
Union (32)	\$20,606	\$29,468
Non-Union (10)	\$12,567	\$18,204
Total (42)	\$33,173	\$47,672

The proposed budget provides an increase for services to other city departments based on the City of Santa Fe's cost allocation.

The proposed budget reclassifies six type of contracts that were in professional services to appropriate contracts and/or line items. These are: service contracts, engineering contracts, audit contracts, repairs and maintenance for buildings and structures, repairs and maintenance for furniture and fixtures, and employee training, as recommended by the Agency's fiscal agent, City of Santa Fe.

The proposed budget shows decreases for debt service principal and interest as a result of the five-year NMED construction loan for Cell 4B paid off in January 2014.

The proposed budget includes a \$315,253 increase in intra-fund transfers from \$1,069,747 to \$1,385,000 to the five reserves: equipment replacement, gas collection system, closure/post closure, cell development and the Buckman Road Recycling and Transfer Station (BuRRT) permitting. The BuRRT permitting is budgeted at \$200,000 to cover engineering services needed for a 20-year transfer station permit renewal for the BuRRT facility. The Agency will request an intra-fund transfer to the cell development reserve at the end of FY-14 if revenues exceed projections, which in turn could minimize the need to borrow for the Cell 5B liner construction project.

The proposed budget includes \$2,000,000 for cell construction related activities such as subgrade preparation, liner installation, and drainage and protective cover installation for all of Cell 5B and possibly a portion of Cell 6B. The life capacity of Cell 5B under the current landfill permit conditions is estimated for four years.

The proposed budget reflects the following capital outlay expenditures to be funded from the Equipment Replacement reserve:

- Caterpillar 836-K landfill compactor - \$1,000,000
- Landfill GPS system - \$200,000

- Andela glass pulverizer system - \$390,000 (includes \$150,000 for engineering and site work)
- Water line replacement / dust suppression system - \$200,000
- Ford Explorer - \$26,250

The proposed budget for FY-15 is now before for the Board for consideration and approval along with or without amendments to the proposed budget.


Attachment: Budget Packet Presented at the March 20, 2014 JPB Meeting

M:\Memo\Memo041114.1.wpd

ATTACHMENT

Budget Packet Presented at the March 20, 2014 JPB Meeting

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 12, 2014
Subject: Presentation and Discussion on the Fiscal Year 2014-2015 Proposed Budget

Attached is the proposed Santa Fe Solid Waste Management Agency operating budget for Fiscal Year 2014-2015 (FY-15). Staff will present an overview of the proposed budget. This is an opportunity for the Board to provide input and direction on the proposed budget. The budget is scheduled for approval at the next JPB meeting on April 17, 2014.

The format for the FY-15 proposed budget is similar to previous budgets and includes a budget summary, a list of major accomplishments for FY-14, a list of goals for FY-15, an organizational chart, a list of contractual services (Form E-1), operating expense justifications (Form E-3), overtime and incentive pay (Form F-ANS), and revenue justifications (Form R-1).

This memorandum provides a review of the current year (FY-14) and establishes a vision for the future (FY-15) on which the foundation for the proposed budget was laid.

Major accomplishments by the Agency for FY-14 include:

- Submitted a 20-year landfill permit modification/renewal application to the NMED.
- Completed the basalt rock blasting and excavation for Cell 5B/6B.
- Commenced the engineering design for Cell 5B/6B liner.
- Negotiated a new two-year union contract.
- Continued the solid waste assessment and management study, which is a joint venture between the Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan.
- Paid off NMED construction loan for Cell 4B.
- Provided excellent customer service, both internally and externally, and
- Award a new 8-year contract for the basalt rock crushing and sales operation.

Major goals for the Agency for FY-15 include:

- Obtain a 20-year landfill permit modification/renewal application from the NMED.
- Construct Cell 5B liner.

- Implement recommendations from the solid waste assessment and management study.
- Submit a 20-year transfer station permit modification/renewal application for the Buckman Road Recycling and Transfer Station (BuRRT).
- Secure a long-term mineral materials contract with the Bureau of Land Management (BLM), including the completion of an Environmental Assessment.
- Commence the engineering design for the expansion of the landfill gas collection system in Cell 4B.
- Negotiate a new union contract.
- Update the Agency's Personnel Policy Manual.
- Continue progress with the Agency's Environmental Health and Safety and Training programs.
- Continue the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County, and
- Provide excellent customer service, both internally and externally.

The proposed budget for FY-15 does not take into account large procurements for the remaining months of this fiscal year that potentially could impact FY-15. Such procurements could include: a construction project for Cell 5B liner, a new contract for the basalt rock crushing and sales operation, and the purchase of heavy equipment, all of which can affect the proposed FY-15 budget.

The proposed budget shows projected revenues of \$7,273,500, an overall increase of \$100,100 from FY-14.

Revenue generated from landfill tipping fees is projected to increase from \$5,405,400 to \$5,743,500 due to higher tonnages processed at the landfill from 145,500 tons projected for FY-14 to 153,000 tons projected for the proposed budget.

Revenue for the transfer station is projected to remain relatively flat at \$880,000 compared to \$882,000 for FY-14.

Projected revenue from the sale of recyclable materials is expected to significantly decrease from \$773,500 to \$500,000 due to loss of approximately 1,800 tons of recyclable materials from Los Alamos County and the volatility of selling prices for recyclable materials caused by market conditions.

Projected revenue from the sale of rock (royalty) at the landfill increased to \$150,000, which is based on a projected sale of 100,000 tons, up from 75,000 tons for FY-14. The increase in sale of rock has a direct correlation to the increase of royalty payment to BLM.

Revenue from interest income is not included at this time. Based on historical data, approximately \$20,000 is projected from interest income during FY-14 for the operating

fund. Interest income is determined by the Agency's fiscal agent – City of Santa Fe, and will be included when available.

The following table shows the proposed revenues for FY-15 and provides a comparison with FY-13 and FY-14.

Description	FY-13 Actual	FY-14 Budget	FY-14 Projected	FY-15 Proposed Budget
Sale of Recyclable Materials	\$902,133	\$773,500	\$410,000	\$500,000
Transfer Station	\$829,706	\$882,000	\$962,480	\$880,000
Landfill	\$5,800,220	\$5,405,400	\$5,741,400	\$5,743,500
Rock Sales	\$141,085	\$112,500	\$150,000	\$150,000
TOTAL	\$7,573,144	\$7,173,400	\$7,263,880	\$7,273,500

The proposed operating expense budget remains relatively flat compared to the FY-14 budget (\$7,273,162 to \$7,172,040, respectively).

With respect to the proposed operating budget, the landfill and recycling operating expenses will increase by \$13,573 and \$87,549, respectively.

While the proposed budget contains a cost of living adjustment (COLA) of 1.4% (\$33,173) and a merit pay increase based on an evaluation system which averages to a 2% salary increase (\$47,672), Keystone International of Albuquerque, NM, an organizational development consulting firm, will present to the Board its recommendations from a compensation strategy and salary survey study at the next JPB meeting on April 17, 2014.

Currently, the structures of the COLA and merit pay are specified in Article 18 of the Agreement between the Agency and AFSMCE Local 3999. The term of the Agreement is July 1, 2013 through June 30, 2015. The Appropriations Clause in Article 38 of the Agreement states the terms of the Agreement are contingent upon sufficient appropriations and authorizations by the Board. It also states that if the Board does not authorize the appropriations such as COLA and merit pay then the Agency must provide written notice to AFSCME, which the appropriations are then subject to immediate re-negotiation by the parties, upon written request by either party.

The same COLA and merit pay increases are also proposed for the 10 non-union positions including the Executive Director. The Agency's Personnel Policy Manual contains COLA and merit pay for employees, which are subject to the Board's approval

of the budget.

The COLA is calculated as a percentage change in the consumer price index (CPI) as computed by the U.S. Department of Labor – Bureau of Labor Statistics using the *Consumer Price Index for Urban Wage Earnings and Clerical Workers for the West Urban Area for All Items*. Specifically, the CPI is calculated using the annual rate of the previous calendar year for the upcoming budget (i.e., calendar year 2013 for FY-15 budget). Similarly, the COLA is applied to the Compensation Pay Plan by adjusting the ranges of each pay grade accordingly.

The merit pay is based on performance evaluations ranging from 0 to 4 percent pay increase.

The following table breaks down the COLA and merit pay categories by union and non-union employees.

Full-Time Employees	COLA	Merit Pay
Union (32)	\$20,606	\$29,468
Non-Union (10)	\$12,567	\$18,204
Total (42)	\$33,173	\$47,672

The proposed budget includes \$80,000 for temporary part-time employees. The temporary part-time employees are for litter patrol and general maintenance at both facilities.

The proposed budget provides an increase for services to other city departments based on the City of Santa Fe's cost allocation. The proposed budget also provides increases for benefits assessment, advertisement, safety supplies, and tires.

The proposed budget shows decreases for gas and water and increase for electricity, each are based on the average of the last three fiscal years. The proposed budget also shows decreases for office supplies, operating supplies, auto parts, and diesel fuel.

The proposed budget reclassifies six type of contracts that were in professional services to appropriate contracts and/or line items. These are: service contracts, engineering contracts, audit contracts, repairs and maintenance for buildings and structures, repairs and maintenance for furniture and fixtures, and employee training, as recommended by the Agency's fiscal agent, City of Santa Fe.

The proposed budget shows decreases for debt service principal and interest because the five-year loan obtained from the NMED for the Cell 4B construction project in 2008 was paid in January 2014.

The proposed budget includes a \$315,253 increase in intra-fund transfers from \$1,069,747 to \$1,385,000 to the five reserves: equipment replacement, gas collection system, closure/post closure, cell development and BuRRT permitting. The equipment

replacement budget remained at \$500,000. The landfill gas collection budget decreased slightly from \$150,000 to \$125,000. No money is budgeted for the closure/post closure reserve. The closure reserve currently meets the financial assurance requirements pursuant to the New Mexico Solid Waste Management Regulations under 20.9.10.20 NMAC. To ensure sufficient funding for future cell development (i.e., Cell 6B), the budget for the cell development reserve was increased from \$129,747 to \$560,000. Furthermore, the Agency will request an intra-fund transfer to the same reserve fund at the end of FY-14 if revenues exceed projections, which in turn could minimize the need to borrow for the Cell 5B liner construction project. The BuRRT permitting is budgeted at \$200,000 to cover engineering services needed for a 20-year transfer station permit renewal for the BuRRT facility.

The proposed budget reflects the following capital outlay expenditures to be funded from the Equipment Replacement reserve:

- Caterpillar 836-K Landfill Compactor - (\$1,000,000)
Replace Unit 1327; 2003 Caterpillar 836-G Landfill Compactor (second life) with 22,440 hours
- Landfill GPS System (\$200,000)
Monitor equipment pass counts over waste, measure density (waste compaction) and provide grade (topographic) for multiple landfill equipment
- Glass Pulverizer - (\$390,000)
Replace Unit 1435; 2003 Andela GPT-1 model (1-3 tons per hours) at BuRRT with a larger pulverizer (e.g., 10 tons per hour glass crusher)
- Water Line Replacement / Dust Suppression System - (\$200,000)
Replace broken water line and install a dust suppression system (a series of water misters to knock down dust particles) inside the BuRRT transfer station
- Ford Explorer - (\$26,250)
Replace Unit 1405; 2000 Ford Explorer with 125,000 miles

The proposed budget includes \$126,700 for the continued engineering, operation and maintenance of the landfill gas collection and control system.

The proposed budget includes \$2,000,000 for cell construction related activities such as subgrade preparation, liner installation, and drainage and protective cover installation for all of Cell 5B and possibly a portion of Cell 6B.

The organizational chart for the proposed budget is relatively unchanged from FY-14.

The proposed budget for FY-15 is now before for the Board for discussion and to provide staff direction regarding any changes to the proposed budget.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

**FY 2013/2014
BUDGET
APPROVED JPB**

**FY 2014/2015
BUDGET
PROPOSED JPB**

LANDFILL OPERATING BUDGET-(52501)

Object Account	Description		
500200	Exempt Full-Time	\$ 110,427.00	112,736.00
500350	Classified Full-Time	810,211.00	896,459.00
500800	Temporary Part-Time	80,000.00	80,000.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	72,663.00	85,557.00
503150	Retirement (PERA) (.40 increase July 1)	175,036.00	208,126.00
503200	Employee Health Ins (8.8% increase)	245,214.00	259,938.00
503250	Retiree Health Care	18,413.00	20,268.00
503250	Unemployment	3,839.00	3,839.00
503350	Workers' Comp	21,895.00	26,852.00
503400	City Share Dental Insurance (10% increase)	11,005.00	12,000.00
	COLA 1.4%	24,874.00	18,337.00
	MERIT 2%	24,188.00	26,563.00
	Expansion Position	107,352.00	
510200	Legal Contract	35,300.00	35,300.00
510250	Compliance Contracts	2,300.00	3,243.00
510300	Professional Contracts	567,875.00	55,000.00
510310	Service Contracts	-	415,875.00
510320	Engineering Services	-	25,000.00
510330	Audit Services	-	30,000.00
510600	Reim Share of Sales (BLM)	51,750.00	95,000.00
513950	Gas	30,000.00	20,000.00
514000	Water	25,000.00	18,000.00
514050	Electric	50,000.00	80,000.00
514100	Communication	30,000.00	30,000.00
520100	Rep and Maint Build/Struct	15,000.00	30,000.00
520200	Rep & Maint Grounds/Rd	10,000.00	10,000.00
520300	Rep & Maint Furn/Fix/Equip	4,000.00	24,000.00
520400	Rep & Maint Machin & Equip	300,000.00	300,000.00
520500	Rep & Maint Vehicles	11,000.00	10,000.00
530100	Office Supplies	15,000.00	12,000.00
530200	Operating Supplies	30,000.00	26,000.00
530300	Safety Supplies	14,000.00	15,000.00
530400	Food	1,000.00	1,000.00
530500	Uniform, Clothing, Linen	13,000.00	13,000.00
530600	Software	5,000.00	5,000.00
530700	Books/Subscrip/Periodicals	500.00	500.00
530850	Auto Parts	12,000.00	10,000.00
530900	Tires	8,000.00	20,000.00
531000	Gasoline	30,000.00	20,000.00
531050	Diesel	320,000.00	300,000.00
555250	Gen Liab Dept Assessment-Facilities	31,976.00	31,976.00
555260	Benefits Dept Assess (\$389/EE*41)	10,374.00	15,949.00
555300	Gen Liab-Third Party Admin-Pollution	65,000.00	65,000.00
555400	Bond Expense	1,000.00	1,000.00
560200	Out of State	2,000.00	2,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	2,000.00	2,000.00
560550	In State	2,000.00	2,000.00
560700	Registration	3,000.00	3,000.00
561000	Postage and Mail Service	2,000.00	2,000.00
561200	Employee Training/Tuition	5,000.00	25,000.00
561400	Gross Receipt Taxes	315,000.00	315,000.00
561750	Bank Charges & Fees	7,600.00	7,600.00
561800	Print/Publish	8,000.00	8,000.00
561850	Advertising	5,500.00	6,000.00
561900	Dues	5,000.00	5,000.00
562600	Equipment/Machinery Rental	5,000.00	5,000.00
563100	Sves of other City Depts	108,640.00	126,274.00
	Total Operating Expenses	3,896,132.00	4,008,592.00
590100	Debt Service Principal	402,078.00	-
590200	Debt Service Interest	12,062.00	-
	Total Debt Service Expense	414,140.00	-
Intra-Fund Transfers Out:			
52502	Equipment Replacement	500,000.00	500,000.00
52503	Gas Collection System	150,000.00	125,000.00
52507/52510	Cell Development	129,747.00	560,000.00
52509	Closure Post Closure	-	-
52521	Landfill / BURRT Permitting	290,000.00	200,000.00
	Total Intra-Fund Transfers Out	1,069,747.00	1,385,000.00
	Total Landfill Operations Budget	\$ 5,380,019.00	5,393,592.00

RECYCLING BUDGET (52504)

Object Account	Description			
500350	Classified Full-Time	\$	725,192.00	769,537.00
500750	Temporary Full-Time		10,920.00	11,066.00
501400	Overtime		25,000.00	25,000.00
502200	Incentives		4,200.00	4,200.00
503100	FICA		58,547.00	61,950.00
503150	Retirement (PERA) (.40 increase July 1)		141,520.00	158,842.00
503200	Employee Health Ins (8.8% increase)		206,881.00	200,329.00
503250	Retiree Health Care		14,504.00	15,445.00
503350	Workers' Comp		22,308.00	41,576.00
503400	City Share Dental Insurance (10% increase)		7,522.00	10,181.00
	COLA 1.4%		20,243.00	14,836.00
	MERIT 2%		19,684.00	21,108.00
520100	Rep and Maint Build/Struct		50,000.00	50,000.00
520200	Rep & Maint Grounds/Rd		5,000.00	5,000.00
520300	Rep & Maint Furn/Fix/Equip		3,000.00	3,000.00
520400	Rep & Maint Machin & Equip		175,000.00	175,000.00
520500	Rep & Maint Vehicles		5,000.00	5,000.00
530200	Operating Supplies		40,000.00	40,000.00
530300	Safety Supplies		25,000.00	25,000.00
530500	Uniform, Clothing, Linen		15,000.00	15,000.00
530600	Software		1,500.00	1,500.00
530700	Books/Subscrip/Periodicals		500.00	500.00
530850	Auto Parts		4,000.00	4,000.00
530900	Tires		15,000.00	20,000.00
	Gasoline		-	5,000.00
531050	Diesel		100,000.00	100,000.00
560200	Out of State		1,000.00	1,000.00
560250	In State		2,000.00	2,000.00
560500	Out of State		1,000.00	1,000.00
560550	In State		1,000.00	1,000.00
560700	Registration		1,000.00	1,000.00
561200	Employee Training/Tuition		5,000.00	5,000.00
561800	Print/Publish		10,000.00	10,000.00
561850	Advertising		10,000.00	10,000.00
561900	Dues		500.00	500.00
562550	Land/Building		60,000.00	60,000.00
562600	Equipment/Machinery Rental		5,000.00	5,000.00
	Total Recycling Budget	\$	1,792,021.00	1,879,570.00
TOTAL OPERATING BUDGET			7,172,040.00	7,273,162.00
TOTAL PROJECTED REVENUES			7,173,400.00	7,273,500.00
NET REVENUES		\$	1,360.00	338.00

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
FUNDED THROUGH RESERVE ACCOUNTS**

Equipment Replacement (52502)	\$	1,000,000.00	\$	1,800,000.00
Cell Construction (52507 and 52510)		2,000,000.00		2,000,000.00
Gas Collection System (52503)		110,000.00		250,000.00
Landfill / BURRT Permitting (52521)		290,000.00		200,000.00
	\$	3,400,000.00	\$	4,250,000.00

NOTE 1: PERSONNEL BUDGET includes COLA and Merit Increase
Proposed COLA and Merit Increase for FY 2014-2015
Cost of Living (COLA) 1.4% for all Agency Employees
Merit Increases for all Agency Employees Calculated 2% Average

\$	45,117.00	\$	33,173.00
	43,872.00		47,672.00
\$	88,989.00	\$	80,845.00

NOTE 2: Approximately \$2M of Cash Reserves from the Operating Account available at the end of FY 13-14
will be transferred to Cell Construction for Cell 5B Liner

CITY OF SANTA FE, NEW MEXICO**FISCAL YEAR 2014/15****DEPARTMENT BUDGET SUMMARY FORM****1. Mission Statement for Department and Divisions (not needed for Section & Unit).**

The Agency is committed to be an innovative, responsive, integrated solid waste organization that provides a safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County while educating the public in the importance of waste diversion programs including waste reduction, recycling, composting and special waste.

The Caja Del Rio Landfill Division is committed to providing a safe, cost efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County.

The Recycling Division is committed to provide the most comprehensive recycling programs for the City and County of Santa Fe, in the most cost effective manner. The Division will continue to maintain and operate the Buckman Road Recycling and Transfer Station, to serve all the solid waste and recycling needs of our customers.

2. Please attach an organization chart by divisions/sections within Department applicable—do not include names of individuals or positions.

Please see attached organization chart by divisions.

3. Major accomplishments for Department (include all divisions) for FY 13/14.

- Submitted a 20-year landfill permit modification/renewal application to the NMED.
- Completed the basalt rock blasting and excavation for Cell 5B/6B.
- Commenced the engineering design for Cell 5B/6B liner.
- Negotiated a new two-year union contract.
- Continued the solid waste assessment and management study, which is a joint venture between Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan.
- Award a new 8-year contract for the basalt rock crushing and sales operation.
- Provided excellent customer service, both internally and externally.

4. Major goals for Department (include all divisions) for FY 14/15.

- Obtain a 20-year landfill permit modification/renewal application from the NMED.
- Construct Cell 5B liner.
- Implement recommendations from the solid waste assessment and management study.
- Submit a 20-year transfer station permit modification/renewal application for the Buckman Road Recycling and Transfer Station.
- Secure a long-term mineral materials contract with the Bureau of Land Management (BLM), including the completion of an Environmental Assessment.
- Commence the engineering design for the expansion of the landfill gas collection system in Cell 4B.
- Negotiate a new union contract.
- Update the Agency's Personnel Policy Manual.
- Progress with the Agency's Environmental Health and Safety and Training programs.
- Continue the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County.
- Provide excellent customer service, both internally and externally.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
REVENUE JUSTIFICATION(1) DEPARTMENT SFSWMA DIVISION _____ SECTION _____

Section 11-2.5 of the city code requires a review of fees in preparing the annual budget. Review all fees assessed within your functions to insure that fees charged are appropriate for the services provided. Increases or decreases to fees must be justified in writing. Attach a memo detailing the rationale for fee adjustments recommended.

All revenues have been reviewed and are at appropriate levels.

Randan C. Lippert 3-10-14
signed date

(2) REVENUE SOURCES*		(3)	(4)	(5)
BU/Line Item	Description	2012/13 ACTUAL	2013/14 BUDGET	2014/15 BUDGET
Revenues				
51500.438615	Recycle	802,133	773,500	500,000
51500.438710	Transfer Station	829,706	882,000	880,000
51500.438750	Landfill Tipping Fees	5,800,220	5,405,400	5,743,500
51500.470510	Dir/Rock Sales	141,085	112,500	150,000
51500.470400	Reimbursements/Misc Rev		-	-
		7,573,144	7,173,400	7,273,500
TRANSFERS-IN..... DID NOT KEY INTO E-1				
51502.600150	Equipment Replacement Fund	750,000	500,000	500,000
51503.600150	Gas Collection System	125,000	150,000	125,000
51507.600150	Cell Development	125,000	129,747	560,000
51509.600150	Closure/Post Closure	-	-	-
51521.600150	Landfill / BuRRT Permitting	25,865	290,000	200,000
		1,025,865	1,069,747	1,385,000

*NOTE: For transfer in or out, show fund or business unit representing the "other side" of the transfer. In other words, if a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

DO NOT enter any transfers into JD Edwards--the Budget Office will do this.

Call the Budget Office @ 955-6177 if you need assistance.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15 CONTRACTUAL SERVICES

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510200 (Legal Contracts)

Please identify whether a contract or grant is an ongoing or a new item.

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
Legal Services	Legal Services for the Agency	35,300
	TOTAL	35,300

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
CONTRACTUAL SERVICES

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Compliance Contracts)

Please identify whether a contract or grant is an ongoing or a new item.

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
Compliance Contracts	Investment Contract	3,243
	TOTAL	3,243

CITY OF SANTA FE, NEW MEXICO

**FISCAL YEAR 2014/15
CONTRACTUAL SERVICES**

Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Professional Service)

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
WEB PAGE	Updates and Changes to the Web Page	5,000
Health and Safety (OSHA)	Safety Plans and Assessments	50,000
	TOTAL	55,000

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15 CONTRACTUAL SERVICES

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Service Contracts)

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Security	Security Services for the Landfill & BURRT	75,000
MIS / Computer Support	Provide Technical Computer Support	35,000
Hazardous Waste Disposal	Household Hazardous Waste Disposal for BURRT	150,000
OSHA Health/Safety	Required OSHA Medical / Physical Exams	15,000
DNA Testing	Drug Testing/ Random Testing/Vaccines	10,000
Tire Disposal	Disposal, Processing and Hauling of Tires	24,750
Armored Services	Armored Serviced for Cash Pick - Up	9,125
Disposal of Hazardous Fluids	Disposal of Hazardous Fluids as per State/Federal Regulations from the Landfill	5,000
Eloys Pest Service	Monthly Pest Control Service	4,000
Fire Alarm System Test	Annual Fire Alarm System Testing at BURRT	2,000
Environmental Services	Monitoring of Methane, Groundwater and Leachate	60,000
Storm Water Pollution Prevention Plans	Storm Water Monitoring, Inspection, Training, and Updates(Analytical)	20,000
Telephone Software Support	Annual Support for MiTEL Phone Service	6,000
	TOTAL	415,875

CITY OF SANTA FE, NEW MEXICO

**FISCAL YEAR 2014/15
CONTRACTUAL SERVICES**

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT	<u>SFSWMA</u>	DIVISION	<u>LANDFILL/BURRT</u>	SECTION	<u></u>
----------------	---------------	----------	-----------------------	---------	---------

(2) BUSINESS UNIT & LINE ITEM 52501.510320 (Engineering Services)

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Surveying Services	Topography - Volume Calculations	\$ 25,000.00
	TOTAL	25,000

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
CONTRACTUAL SERVICES

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510330 (Audit Services)

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
AUDIT	Annual Audit Required by State Auditors	30,000
	TOTAL	30,000

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15 CONTRACTUAL SERVICES

(Legal Services .510200, Compliance Services .510250, Professional Services .510300, Service Contracts .510310, Engineering Services .510320, Audit Services .510330, Other Consulting .510340, Instruction Services .510350, Grants & Services .510400, Detention Center .510410, Subsidy Payments .510500, Chemicals Service .510810)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.510600 (BLM Reimb Share of Sales)

Please identify whether a contract or grant is an ongoing or a new item.

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
BLM Reimbursed Sale of Rock	BLM Mineral Contract (Assumed 100,000 tons of Rock will be sold at \$.95/ton	95,000
	TOTAL	95,000

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill Operations

(2) BUSINESS UNIT 52501

(3) ITEM: COLA and MERIT OBJECT # _____ FY 13-14 Base (no carryforward)
AMOUNT: \$ 49,062.00
Increase/(Decrease) \$ (4,162.00) FY 14/15 Request \$ 44,900.00

EXPLANATION: Based on SFSWMA intent to give Employees a 1.4% COLA and an average of
2% Merit increase and the related payroll liabilities associated with increases, i.e. PERA,
RHC, FICA, and FHMI COLA \$18,337 MERIT \$26,563

(3) ITEM: TEMPORARY PART-TIME OBJECT # 500800 FY 13-14 Base (no carryforward)
AMOUNT: \$ 80,000.00
Increase/(Decrease) \$ _____ FY 14/15 Request \$ 80,000.00

EXPLANATION: Contract cancelled with NM Corrections Department and budget moved to
Temporary Part-Time to hire 4 employees to help with litter patrol and maintenance
at both facilities. This is going to be yearly

(3) ITEM: _____ OBJECT # _____ FY 13-14 Base (no carryforward)
AMOUNT: \$ _____
Increase/(Decrease) \$ _____ FY 14/15 Request \$ _____

EXPLANATION: _____

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Gas OBJECT # 513950 FY 13-14 Base (no carryforward)
AMOUNT: \$ 30,000.00

Increase/(Decrease) \$ (10,000.00) FY 14/15 Request \$ 20,000.00

EXPLANATION: Decrease based on average of last 3 Fiscal Years analysis

(3) ITEM: Water OBJECT # 514000 FY 13-14 Base (no carryforward)
AMOUNT: \$ 25,000.00

Increase/(Decrease) \$ (7,000.00) FY 14/15 Request \$ 18,000.00

EXPLANATION: Decrease based on average of last 3 Fiscal Years analysis

(3) ITEM: Electric Charges OBJECT # 514050 FY 13-14 Base (no carryforward)
AMOUNT: \$ 50,000.00

Increase/(Decrease) \$ 33,000.00 FY 14/15 Request \$ 80,000.00

EXPLANATION: Increase base on last 3 Fiscal Years Analysis

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: R&M Building/Structure OBJECT # 520100 FY 13-14 Base (no carryforward)
AMOUNT: \$ 15,000.00

Increase/(Decrease) \$ 15,000.00 FY 14/15 Request \$ 30,000.00

EXPLANATION: Increase based on Reclassifying Electric Services from Professional Service to R&M
suggested by the Budget Office

(3) ITEM: R&M Furn/Fixtures OBJECT # 520300 FY 13-14 Base (no carryforward)
AMOUNT: \$ 4,000.00

Increase/(Decrease) \$ 20,000.00 FY 14/15 Request \$ 24,000.00

EXPLANATION: Increase based on Reclassifying the Repair and Maintenance of the four
Scales used to Weigh the vehicles as suggested by the Budget Office

(3) ITEM: R&M Vehicles OBJECT # 520500 FY 13-14 Base (no carryforward)
AMOUNT: \$ 11,000.00

Increase/(Decrease) \$ (1,000.00) FY 14/15 Request \$ 10,000.00

EXPLANATION: Decrease due to replacement of several vehicles last fiscal year. Older fleet
no longer in service

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Office Supplies OBJECT # 530100 FY 13-14 Base (no carryforward)
AMOUNT: \$ 15,000.00

Increase/(Decrease) \$ (3,000.00) FY 14/15 Request \$ 12,000.00

EXPLANATION: Decrease based on last 3 Fiscal Years Analysis

(3) ITEM: Operating Supplies OBJECT # 530200 FY 13-14 Base (no carryforward)
AMOUNT: \$ 30,000.00

Increase/(Decrease) \$ (4,000.00) FY 14/15 Request \$ 26,000.00

EXPLANATION: Decrease based on last 3 Fiscal Years Analysis

(3) ITEM: Safety Supplies OBJECT # 530300 FY 13-14 Base (no carryforward)
AMOUNT: \$ 14,000.00

Increase/(Decrease) \$ 1,000.00 FY 14/15 Request \$ 15,000.00

EXPLANATION: Increase due to Agency being assessed by OSHA and need to purchase items
to address OSHA items

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Auto Parts OBJECT # 530850 FY 13-14 Base (no carryforward)
AMOUNT: \$ 12,000.00

Increase/(Decrease) \$ (2,000.00) FY 14/15 Request \$ 10,000.00

EXPLANATION: Decrease due to replacement of several vehicles last fiscal year. Older fleet
no longer in service

(3) ITEM: Tires OBJECT # 530900 FY 13-14 Base (no carryforward)
AMOUNT: \$ 8,000.00

Increase/(Decrease) \$ 12,000.00 FY 14/15 Request \$ 20,000.00

EXPLANATION: Increase based on need to replace tires on heavy equipment

(3) ITEM: Gasoline OBJECT # 531000 FY 13-14 Base (no carryforward)
AMOUNT: \$ 30,000.00

Increase/(Decrease) \$ (10,000.00) FY 14/15 Request \$ 20,000.00

EXPLANATION: Decrease due to shift in budget to BU 52504 to accurately reflect gasoline
charges for BURRT

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Diesel OBJECT # 531050 FY 13-14 Base (no carryforward)
AMOUNT: \$ 320,000.00

Increase/(Decrease) \$ (20,000.00) FY 14/15 Request \$ 300,000.00

EXPLANATION: Decrease based on average of last 3 Fiscal Years analysis

(3) ITEM: Benefits Dept Assessmnt OBJECT # 555260 FY 13-14 Base (no carryforward)
AMOUNT: \$ 10,374.00

Increase/(Decrease) \$ 5,575.00 FY 14/15 Request \$ 15,949.00

EXPLANATION: Increase based on City of Santa Fe Calculation

(3) ITEM: Employee Training OBJECT # 561200 FY 13-14 Base (no carryforward)
AMOUNT: \$ 5,000.00

Increase/(Decrease) \$ 20,000.00 FY 14/15 Request \$ 25,000.00

EXPLANATION: Increase due to a Reclassification of OSHA Training from Professional Service
as suggested by the BUDGET Office

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Advertising OBJECT # 561850 FY 13-14 Base (no carryforward)
AMOUNT: \$ 5,500.00

Increase/(Decrease) \$ 500.00 FY 14/15 Request \$ 6,000.00

EXPLANATION: Increase due to anticipated needs

(3) ITEM: Services of othe City Dept OBJECT # 563100 FY 13-14 Base (no carryforward)
AMOUNT: \$ 108,640.00

Increase/(Decrease) \$ 17,634.00 FY 14/15 Request \$ 126,274.00

EXPLANATION: Increase based on City of Santa Fe Calculation

(3) ITEM: _____ OBJECT # _____ FY 13-14 Base (no carryforward)
AMOUNT: \$ _____

Increase/(Decrease) \$ - FY 14/15 Request \$ _____

EXPLANATION: _____

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Debt Service Principal OBJECT # 590100 FY 13-14 Base (no carryforward)
AMOUNT: \$ 402,078.00

Increase/(Decrease) \$ (402,078.00) FY 14/15 Request \$ -

EXPLANATION: Loan Paid FY 2013-2014

(3) ITEM: Debt Service Interest OBJECT # 590200 FY 13-14 Base (no carryforward)
AMOUNT: \$ 12,062.00

Increase/(Decrease) \$ (12,062.00) FY 14/15 Request \$ -

EXPLANATION: Loan Paid FY 2013-2014

(3) ITEM: Dept Intrafund Transfer (Out) OBJECT # 700150 FY 13-14 Base (no carryforward)
AMOUNT: \$ 1,069,747.00

Increase/(Decrease) \$ 315,253.00 FY 14/15 Request \$ 1,385,000.00

EXPLANATION: Equipment Replacement Reserve (51502) remained at \$500,000

Gas Collection System Reserve (51503) decreased to \$125,000. Cell Development Reserve (51507) increased
from \$129,747 to \$560,000. Closure Post Closure Reserve (51509) remained at \$0

Landfill / BURRT Permitting (52521) decreased from \$290,000 to \$200,000

DID NOT KEY INTO E-1 SYSTEM PER INSTRUCTIONS

Key all expenditure line items except transfers into the budget development database.
For transfers in or out, show fund or business unit representing the "other side"
of the transfer. If a transfer in, note where the transfer comes from. If a transfer out,
note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2014/15
OPERATING EXPENSE JUSTIFICATION

Use for Increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION BuRRT - Operations

(2) BUSINESS UNIT 52504

(3) ITEM: COLA and MERIT OBJECT # FY 13-14 Base (no carryforward)
AMOUNT: \$ 39,927.00
Increase/(Decrease) \$ (3,983.00) FY 14/15 Request \$ 35,944.00

EXPLANATION: Increase based on SFSWMA intent to give Employees a 1.4% COLA and an average of
2% Merit Increase and related payroll liabilities associated with increases, i.e. PERA, RHC,
FICA, and FHMI COLA \$14,836 MERIT \$21,108

(3) ITEM: Tires OBJECT # 530900 FY 13-14 Base (no carryforward)
AMOUNT: \$ 15,000.00
Increase/(Decrease) \$ 5,000.00 FY 14/15 Request \$ 20,000.00

EXPLANATION: Replace Tires on aging equipment

(3) ITEM: Gasoline OBJECT # 531000 FY 13-14 Base (no carryforward)
AMOUNT: \$ -
Increase/(Decrease) \$ 5,000.00 FY 14/15 Request \$ 5,000.00

EXPLANATION: To accurately record the cost of unleaded fuel used by BURRT

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.

If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION & SWAMA

FISCAL YEAR 2014/2015

OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: Randall Kippenbrock (2) DATE: 02/28/2014
 (3) DEPARTMENT: SFSWMA (4) DIVISION: Caja Del Rio Landfill
 (5) BUSINESS UNIT: 52501

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000	0	0	1,550	363	26,913
Shift Differential									
Incentive Pay			Bilingual Pay	600	121	12	37	9	779
Incentive Pay			Hazard Pay	600	121	12	37	9	779
Incentive Pay			Sick Leave Incentive	3,000	604	60	186	44	3,894
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
(15) TOTALS				29,200	846	84	1,810	423	32,364

RATES PERA 20.1375% RHC 2.000% FICA 6.20% FMHI 1.45%

Randall Kippenbrock
 SFSWMA Executive Director
 DATE 2/28/14
 DATE 2/11/14
 BUDGET

CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION & SWAMA

FISCAL YEAR 2014/2015

OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: Randall Kippenbrock (2) DATE: 02/28/2014

(3) DEPARTMENT: SFSWMA (4) DIVISION: BURRT

(5) BUSINESS UNIT: 52504

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000	0	0	1,550	363	26,913
Shift Differential							0	0	0
Incentive Pay			Bilingual Pay	600	121	12	37	9	779
Incentive Pay			Hazard Pay	600	121	12	37	9	779
Incentive Pay			Sick Leave Incentive	3,000	604	60	186	44	3,894
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
(15) TOTALS				29,200	845	84	1,810	423	32,364

RATES PERA 20.1375% RHC 2.000% FICA 6.20% FMHI 1.45%

Randall Kippenbrock

SFSWMA Executive Director

[Signature]

BUDGET

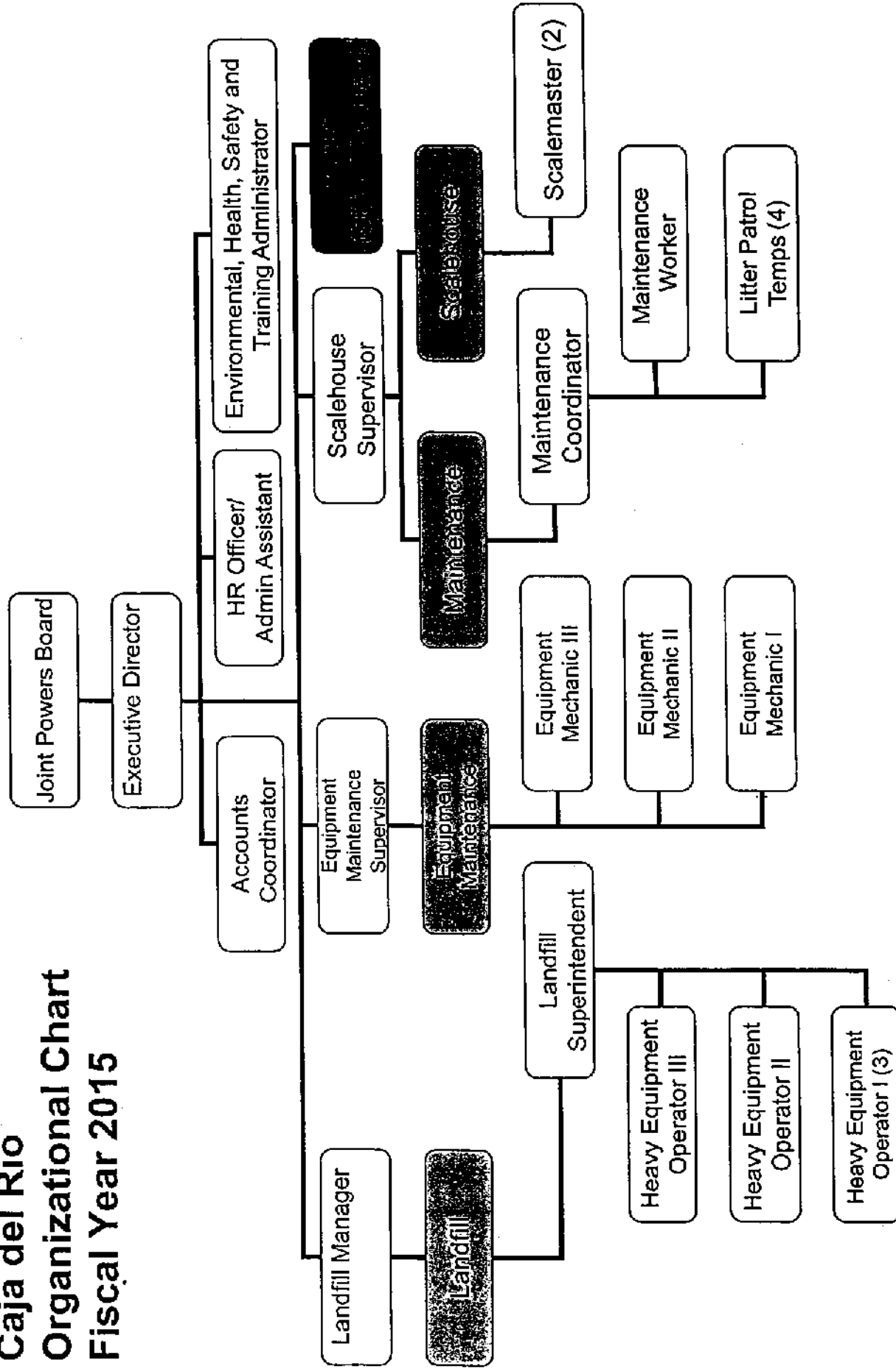
2-28-14

DATE

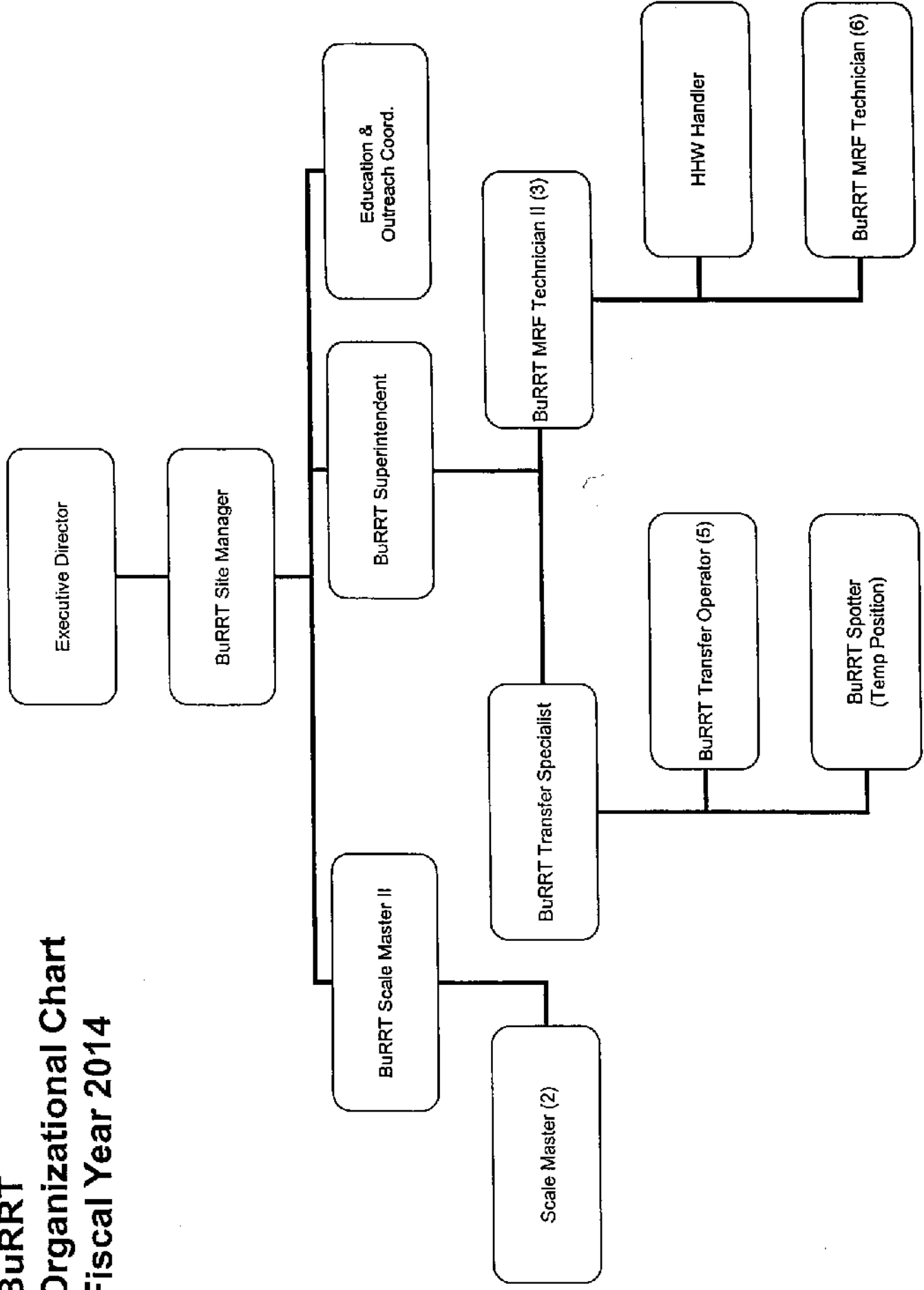
3/11/14

DATE


Caja del Rio Organizational Chart Fiscal Year 2015



BuRRT Organizational Chart Fiscal Year 2014



MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 12, 2014
Subject: Request for Approval of Construction Agreement with Del Hur Industries of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. 14/29/P).

BACKGROUND & SUMMARY:

The Agency issued a Request for Proposals (RFP) No. 14/29/P on February 17, 2014, for the basalt rock crushing and sales operation at the Caja del Rio Landfill. Notices of the RFP were advertised in local newspapers and copies of the RFP were sent to fourteen firms. Six firms attended the pre-proposal meeting. One firm responded to the request for proposals on March 17, 2014, and is listed below:

Del Hur Industries, Port Angeles, WA

The evaluation criteria consisted of technical experience (15%); technical project strategy (15%); capacity and capability (10%); financial stability (10%); past record of performance (10%); proximity to or familiarity with the Agency (5%); safety and regulatory compliance (5%); innovativeness (10%); economic proposal (20%). The selection committee reviewed the proposal and determined Del Hur Industries is qualified to provide professional services listed in the request for proposals.

Agency staff entered into contract negotiations with Del Hur Industries for the project on April 3, 2014. The economic proposal consists of the sale of a minimum of 110,000 tons of material annually with \$1.50 per ton payment to the Agency. If the price of the material can be raised in the future, the Agency will receive half the price increase. In addition, Del Hur Industries will pay the Agency for treated effluent water used by them and share the cost of maintaining the truck scales.

The Agency would be responsible for paying the Bureau of Land Management their royalty. The current BLM royalty fees are \$0.95 per sold ton of aggregate material. The United States Bureau of Land Management (BLM) is the owner of all mineral rights related to the basalt rock represented in RFP 14/29/P.

The Agency encountered a significant formation of basalt rock during the development of disposal capacity for the Landfill. In order to utilize the full disposal potential of the Landfill, the Agency contracted with Del Hur Industries, of Port Angeles, Washington (Del Hur) in May 2006 for the blasting and excavation of all basalt rock from the cell development areas (Cells 4A, 5A, 6A, 4B, 5B and 6B). The contract also called for crushing and sales of the basalt rock. Del Hur sold approximately 500,000 tons of aggregate material. The contract was completed on May

Exhibit "2"

4, 2014. Approximately 1.5 million tons of unprocessed basalt rock remains following the completion of the contract.

The Agreement is for a term of eight (8) years, terminating on May 16, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of the Agreement.

ACTION REQUESTED:

Agency staff recommends approval of Professional Services Agreement with Del Hur Industries for the basalt rock crushing and sales operation for the Caja del Rio Landfill.

Attachments: 1) Professional Services Agreement
2) RFP No. '14/29/P

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT
(Basalt Rock Crushing and Sales Operation - 2014)

This CONSRUCTION AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Del Hur Industries (the "Contractor") for the crushing, sales and removal of previously quarried basalt rock from the Caja del Rio Landfill (RFP No. 14/29/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall crush, process, prepare for removal, and remove all previously quarried basalt rock and other designated material located at the Caja del Rio landfill. Contractor shall perform according to the terms of this Agreement, the terms established in Exhibit A, and the terms established in related Contract Documents, including the Caja del Rio Crushing and Sales Plan dated January 30, 2014, Caja del Rio Landfill Noise Analysis Memorandum dated March 28, 2014, and Del Hur's Proposal for RFP No. 14/29/P, all of which form and are incorporated into this Agreement as if attached to this Agreement or repeated herein. Contractor also shall comply with all federal, state, and local law and regulations; obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and make substantial progress towards the removal of all designated material according to the schedule set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Contractor shall pay to the Agency \$1.50 per ton for the removal of the basalt rock sold as aggregates by the Contractor across the truck scales located at the Caja del Rio Landfill on a monthly basis.

B. In the event Contractor negotiates a future price increase with Associated Asphalt Materials then Contractor shall add one half of the price increase per ton to the amount paid to the Agency in Paragraph A of this Section.

C. Contractor shall pay the Agency for reclaimed water used by Contractor at the Landfill at fifty percent (50%) of the rate for potable water as set forth in the City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule (Chapter XXV SFCC 1987), plus administrative costs and applicable state taxes.

D. Contractor acknowledges that its use of the outbound truck scales may cause damage to the scale in excess of the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency's regular cost incurred for quarterly calibration of the scales and (2) the cost of maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scale.

E. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on value received by Contractor under this Agreement.

F. The Agency shall pay Contractor for aggregate materials used by the Agency at the rate of \$5.00 per ton. The quantity of material shall be determined in accordance with the conversion factor set forth in the Scope of Work hereto attached in Exhibit A.

G. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. Compensation shall be paid for all activities performed up to the date of notification under this Section and Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and shall be for a term of eight (8) years, terminating on May 16, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on construction contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed eight years, including all extensions and renewals.

6. TERMINATION

The Agency may terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to make substantial progress towards the sale and removal of the basalt rock or Contractor's failure to sell the minimum quantities established in the Scope of Work. The Agency's determination that substantial progress is not being made shall be final and not subject to dispute or correction by Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.
- 2) Full payment shall be made for all services performed and material transferred before the date of termination, in accordance with Section 3 of this Agreement.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

- A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.
- C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency's request provided to Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the

right to request, and the Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, the Contractor shall not modify any policy or endorsement thereto which increases Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily

injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractors' insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional

Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the Agency with all Certificates of Insurance accompanied with all endorsements.

J. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or

state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: Mr. Rick Hurworth
Vice President
Del Hur Industries, Inc.
4333 Tumwater Access Road
P.O. Box 1116
Port Angeles, WA 98362

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date:

CONTRACTOR:

Rick Hurworth
Vice President
Del Hur Industries, Inc.

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

**PROJECT DESCRIPTION AND SCOPE OF WORK
BASALT ROCK CRUSHING AND SALES OPERATION
FOR
CAJA DEL RIO LANDFILL**

RFP NO. '14/29/P

PROJECT AND BRIEF LANDFILL DESCRIPTION

The Agency is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) located at 149 Wildlife Way, Santa Fe, New Mexico. The Agency operates the Landfill under the New Mexico Environmental Department (NMED) solid waste permit number SWM-261708. The 20-year permit was issued on June 27, 1995, with an expiration date of June 27, 2015. The Agency anticipates a permit renewal for the Landfill by June 2015.

The Agency encountered a significant formation of basalt rock during the development of disposal capacity for the Landfill. In order to utilize the full disposal potential of the Landfill, the Agency contracted with Del Hur Industries, of Port Angeles, Washington (Del Hur) in May 2006 for the blasting and excavation of all basalt rock from the cell development areas (Cells 4A, 5A, 6A, 4B, 5B and 6B). The contract also called for crushing and sales of the basalt rock. Del Hur sold approximately 500,000 tons of aggregate material. The contract was completed on May 4, 2014. Approximately 1.5 million tons of unprocessed basalt rock remains following the completion of the contract.

The basalt rock has inherent economic value, and it should be treated as a resource rather than a burden. The United States Bureau of Land Management (BLM) is the owner of all mineral rights related to the basalt rock represented in RFP 14/29/P. As such all basalt rock sold from the Landfill is subject to royalty fees imposed by the BLM. The current BLM royalty fees are \$0.95 per sold ton of aggregate material.

SCOPE OF WORK

The Contractor shall perform the following Scope of Work required by the Agreement for the basalt rock crushing and sales operation for the Caja del Rio Landfill as described in RFP No. 14/29/P and per the project approach provided to the Agency in the Contractor's proposal dated March 17, 2014, and discussions with the Agency. The Scope of Work also includes the requirements set forth in the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

Contractor shall perform the basalt rock crushing and sales operation on a work area approximately 35 acres within the Landfill. The work area includes the stockpile of previously quarried basalt rock (1.5 million tons) and storage for various aggregate products. The work area is west of the active disposal area of the Landfill. Any expansion of the existing work area must be approved by the Agency.

Contractor agrees the Landfill is first and foremost an operating landfill and that any proposed basalt rock related activities shall not have precedence over on-going landfill operations. Furthermore, Contractor agrees that some existing infrastructure (i.e., roads, scales, utilities etc.) may not be available for their use on a predictable basis.

Contractor agrees to produce a variety of NMDOT, FAA, City of Santa Fe, Santa Fe County and local market aggregate materials including, but not limited to, the following:

- Structural and pavement concrete aggregate, roller compacted concrete
- Hot mix asphaltic concrete, cold mix/cold laid asphaltic concrete, asphalt stabilized base
- Aggregate for surface treatments
- Flexible base course aggregate
- Railroad ballast
- Rip-rap and various erosion control aggregate;
- Driveway rock;
- Crusher fines; and
- Other products not specified above

Contractor shall sell a minimum of 110,000 tons of aggregate materials annually. This quantity is based on Contractor's representation that it has arranged to enter into a reliable supply agreement with a third party, Associated Asphalt Materials. This supply agreement and other contracts for sale of a substantial amount of aggregate material shall be provided by the Contractor to the Agency upon execution.

Contractor shall sell a minimum additional quantity of 50,000 tons of aggregate materials annually to customers other than Associated Asphalt Materials.

Contractor agrees to sell to the Agency aggregate materials to be utilized for landfill projects (e.g., drainage material for liners, rock armor for final cover, and gravel for haul roads) at \$5.00 per ton. For payment purposes, Contractor and the Agency shall agree on the density or conversion factor (i.e., tons to cubic yard) for each type of aggregate material. The sale of

aggregate material to the Agency shall not count towards the 50,000 additional tons Contractor is required to sell annually.

Contractor agrees to use best efforts to sell all the basalt rock by the termination date of this Agreement. The Contractor shall pay the Agency \$1.50 per ton for aggregates produced and sold by the Contractor across the truck scales located at the Landfill on a monthly basis until all of the aggregates have been sold. All excavated rock and produced aggregate that is not sold by the termination date of this Agreement shall remain the property of the Agency.

In the event Contractor negotiates a future price increase with Associated Asphalt Materials then Contractor shall add one half of the price increase per ton to the amount paid to the Agency for the sale of material under the new agreement.

The Agency shall be responsible for royalty payment to the BLM.

Contractor warrants that it possesses the expertise and the appropriate resources to perform the work as detailed in the January 30, 2014 Caja del Rio Crushing and Sales Plan (Plan) approved by the BLM on April 14, 2014.

Contractor shall engage in crushing operations only on Monday through Friday from 7:00 a.m. to 5:30 p.m., when crushing is necessary. Contractor shall notify the Agency and receive Agency approval before crushing may take place on weekends or at a time other than during normal operating hours.

Contractor shall utilize the existing heavy equipment, crushing plant, and infrastructure at the Landfill. Contractor shall utilize power for the crushing plant from the grid (i.e., electric motors) and not from diesel engines to keep noise and emissions to a minimum.

Contractor's crushing operations shall not exceed a 20-minute average noise level of 83 dBA as documented in the CDM Smith's Caja del Rio Landfill Noise Analysis Memorandum, dated March 28, 2014.

Contractor shall comply with its air quality permit GPC-2-2976 under 20.2.72 New Mexico Administrative Code (NMAC) for dust and emissions control by spraying/misting with water to reduce fugitive dust. There is no potable water at the Landfill. The Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. Contractor may use reclaimed wastewater for dust suppression for the crushing operation, watering of haul roads, and rock washing. If reclaimed wastewater is not available on site for Contractor, then Contractor shall be responsible for transporting reclaimed wastewater to the crusher facility for dust control and rock washing.

Contractor shall pay for its use of reclaimed water at fifty percent (50%) of the rate for potable water as set forth in the City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule (Chapter XXV SFCC 1987), plus administrative costs and applicable state taxes.

Contractor may employ a rock washing plant at the crushing area of the Landfill providing the washing plant recirculates the water.

Contractor shall halt crushing or sales operation if any archaeological or cultural artifacts are discovered.

Contractor and its customers shall comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration including the rules and regulations related to covered loads to protect other vehicles and maximum vehicle weights as no loaded vehicles will be permitted to leave the Landfill in excess of these limits.

Contractor and its customers shall adhere to the posted speed limits at all times including the following: 45 miles per hour (mph) on Caja del Rio Road, 35 mph on Wildlife Way before the first gate to the Landfill, 30 mph on Wildlife Way between the first and second gates to the Landfill, and 25 mph inside the second gate on the paved access road inside the Landfill.

The Agency shall act as Scale Master for all loads of basalt rock removed from the Landfill. As such, the Agency retains the right to enforce weight limits as described in this Scope of Work. The Agency scale facilities shall also serve as the scale of record to determine the weight of basalt rock removed from the Landfill and subsequent royalty payments due to the BLM and potentially the Agency.

Contractor shall acknowledge that its use of the outbound truck scales may cause damage to the scale in excess of the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency's regular cost incurred for quarterly calibration of the scales and (2) the cost of maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scale.

Contractor shall be responsible for maintaining all necessary permits and licenses to fulfill the scope of work in this Agreement. These permits and licenses shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

Contractor shall be responsible for maintaining proper work, safety, and environmental protection standards. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

Contractor shall not subcontract any portion of the scope of work to be performed under this Agreement without written approval of the Agency.

Contractor shall not erect an asphalt batch plant or a concrete batch plant at the Landfill.

ATTACHMENT

RFP 14/29/P

**CITY OF SANTA FE
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

“REQUEST FOR PROPOSALS”

**BASALT ROCK CRUSHING AND SALES OPERATION
FOR
CAJA DEL RIO LANDFILL**

RFP NO. '14/29/P

PROPOSAL DUE:

**MARCH 17, 2014
2:00 P.M.**

**PURCHASING OFFICE
CITY OF SANTA FE
2651 SIRINGO ROAD, BUILDING "H"
SANTA FE, NEW MEXICO 87505**

TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSALS.....	1
PROPOSAL SCHEDULE.....	3
INFORMATION FOR OFFERORS	4
RECEIPT OF PROPOSALS.....	4
COPIES OF REQUEST OF PROPOSALS.....	4
ACKNOWLEDGEMENT OF RECEIPT.....	4
PREPARATION OF PROPOSAL	5
CORRECTION OR WITHDRAWAL OF PROPOSALS.....	5
INTERPRETATIONS AND ADDENDA.....	5
LAWS AND REGULATIONS.....	6
DISCLOSURE OF PROPOSAL CONTENTS	6
PROPOSAL EVALUATION	6
FINALIZE CONTRACT	7
CONTRACT AWARD.....	7
REJECTION OR CANCELLATION OF PROPOSALS	7
PROTESTS AND RESOLUTIONS PROCEDURES.....	7
CHANGE IN CONTRACTOR REPRESENTATIVES	7
AGENCY RIGHTS	7
RIGHT TO PUBLISH	7
OWNERSHIP OF PROPOSALS	8
ELECTRONIC MAIL ADDRESS REQUIRED	8
COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE).....	8
PREFERENCES IN PROCUREMENT	8
DEFINITIONS AND TERMS	10
SPECIAL CONDITIONS	12
GENERAL.....	12
ASSIGNMENT.....	12
VARIATION IN SCOPE OF WORK	12
DISCOUNTS	12
TAXES.....	12
INVOICING	12
METHOD OF PAYMENT	13
DEFAULT	13
NON-DISCRIMINATION	13
NON-COLLUSION.....	13
BRIBES, GRATUITIES AND KICKBACKS	13

BACKGROUND	14
INTRODUCTION	14
OBJECTIVE	15
SITE DETAILS	15
COMPLIANCE WITH EXISTING PERMITS AND PLANS	16
COMPLIANCE WITH FMCSA & DOT RULES	16
ADDITIONAL INFORMATION.....	16
 SCOPE OF SERVICES.....	 17
 PROPOSAL SUBMITTAL REQUIREMENTS	 18
 EVALUATION CRITERIA & WEIGHTED VALUES	 20
 APPENDIX A. Acknowledgement of Receipt Form.....	 23
 APPENDIX B. Campaign Contribution Disclosure Form.....	 25
 APPENDIX C. Living Wage Ordinance.....	 28
 APPENDIX D. Resident Veterans Preference Certification.....	 30
 APPENDIX E. Sample Contract	 33
 APPENDIX F. Geotechnical Data	 46

NOTICE OF REQUEST FOR PROPOSALS

RFP No. '14/29/P

Competitive sealed proposals will be received by the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505 until **2:00 P.M. local prevailing time on Monday, March 17, 2014**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring services for the following:

BASALT ROCK CRUSHING AND SALES OPERATION

for

CAJA DEL RIO LANDFILL

A **mandatory** pre-proposal meeting will be held at 10:00 a.m. MDT, March 3, 2014, at the City of Santa Siringo Complex, 2651 Siringo Road, Building "E", Santa Fe, NM 87505. Failure of an Offeror to be present for the entire meeting shall render the Offeror to be deemed nonresponsive and their proposal shall not be considered. It is the Offeror's responsibility to determine who attends and represents the Offeror or related firm. One person cannot represent more than one Offeror.

Representatives of the Santa Fe Solid Waste Management Agency ("the Agency") will be available at the pre-proposal meeting to answer questions to the extent possible and explain the intent of this RFP. The Agency may prepare a written addendum in response to questions raised at the meeting to all prospective Offerors who were in attendance at the meeting. It is the sole responsibility of each Offeror to verify that he/she has received all addendums issued before delivering their proposal to the Purchasing Office. Acknowledgement of Addendums shall be submitted with any proposal.

Offerors may participate in an optional tour of the site on March 3, 2014, after the pre-proposal meeting. The site tour will begin 2:00 p.m. MDT at the landfill administration office at 149 Wildlife Way, Santa Fe, NM.

The RFP process will result in the selection of the best qualified and competent Offeror most suitable to the needs of the Agency.

The Offerors' attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Offeror will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole. RFP packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. Questions related to this RFP can be directed to Randall Kippenbrock, P.E., Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 100. The RFP is available at <http://www.santafenm.gov/bids.aspx>.



Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: February 12, 2014
To be published on: February 17, 2014

Received by the Albuquerque Journal Newspaper on: February 12, 2014
To be published on: February 17, 2014

PROPOSAL SCHEDULE

This section of the RFP contains the proposal schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the major procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

<u>EVENT</u>	<u>DATE</u>
1. Advertisement	February 17, 2014
2. Issuance of RFP	February 17, 2014
3. Mandatory Pre-Proposal Meeting	March 3, 2014 at 10:00 a.m. Local Prevailing Time
4. Optional Site Tour	March 3, 2014 at 2:00 p.m. Local Prevailing Time
5. Acknowledgement of Receipt	March 3, 2014
6. Deadline to Submit Additional Questions	March 10, 2014 at 2:00 p.m. Local Prevailing Time
7. Response to Written Questions and any RFP Addendum	March 12, 2014
8. Receipt of Proposals	March 17, 2014 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
9. Evaluation of Proposals	March 20, 2014
10. Interviews	March 31, 2014
11. Selection	April 1, 2014
12. Negotiations	April 1, 2014
13. Recommendation of Award to Joint Powers Board	May 15, 2014

INFORMATION FOR OFFERORS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites Offerors to submit one original and six (6) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, March 17, 2014.

The packets shall be submitted in a sealed container and addressed to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time, as late-delivered packages will be determined to be non-responsive, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the sealed container should clearly indicate the following information:

Proposal number: RFP No. '14/29/P

Title of the proposal: Basalt Rock Crushing and Sales Operation for Caja del Rio Landfill

Name and address of the Offeror:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST OF PROPOSALS

A complete set of the RFP may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. A complete set of the RFP shall be used in preparing proposals. The Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP. The Agency in making copies of RFP does so only for the purpose of obtaining proposals for this project and does not confer a license or grant for any other use. A copy of the RFP is available for public inspection at the Administration Building of the Agency, 149 Wildlife Way, Santa Fe, NM. The RFP is available at <http://www.santafenm.gov/bids.aspx>.

3. ACKNOWLEDGEMENT OF RECEIPT

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their firm placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned by close of business on March 3, 2014.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offerors firm name shall not appear on the distribution list.

4. PREPARATION OF PROPOSAL

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency to do so.

5. CORRECTION OR WITHDRAWAL OF PROPOSALS

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

6. INTERPRETATIONS AND ADDENDA

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) business days prior to the date set for the receiving of proposals or March 10, 2014.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by facsimile, e-mail, or hand delivered to all Offerors who are known by the Agency to have received a complete RFP not later than three business days prior to the date fixed for the receipt of the proposals or March 12, 2014. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda issued prior to the submittal deadline for the RFP shall become part of the RFP.

Copies of addenda may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the proposal deadline or withdraw the RFP due to significant justification(s) that are in the best interest of the Agency.

7. LAWS AND REGULATIONS

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over the subject of this RFP shall apply to the contract throughout. They will be deemed to be included in the contract the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors, or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of firms interviewed.

10. FINALIZE CONTRACT

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on May 15, 2014; however, the date of the meeting is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in the RFP.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Agency. A determination containing the reasons therefore shall be made part of the project file (Section 13-1-131 NMSA).

13. PROTESTS AND RESOLUTIONS PROCEDURES

Any Offeror who is aggrieved in connection with the RFP process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) calendar days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

14. CHANGE IN CONTRACTOR REPRESENTATIVES

The Agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the Agency, meeting its needs adequately.

15. AGENCY RIGHTS

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

16. RIGHT TO PUBLISH

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or

the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

17. OWNERSHIP OF PROPOSALS

All documents submitted in response to this Request for Proposals shall become the property of the Agency. However, any technical or user documentation submitted with the proposals of non-selected Offerors shall be returned after the expiration of the protest period.

18. ELECTRONIC MAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive correspondence.

19. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

A copy of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 is attached (Appendix C). The Offeror will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Offeror will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

20. PREFERENCES IN PROCUREMENT

New Mexico In-State Preference: To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 a business shall submit with its a copy of a valid resident business certificate issued by the NM Department of Taxation and Revenue.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the NM Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix D.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The resident business preference is not cumulative with the resident veteran business preference.

DEFINITIONS AND TERMS

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **City:** means the City of Santa Fe.
4. **Contractor:** means the successful Offeror who enters into a binding contract / agreement.
5. **Contract / Agreement:** means a written professional services agreement for the procurement of items of tangible personal property or services.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
8. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.
9. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill.
10. **Landfill:** means the Caja del Rio Landfill.
11. **Offeror:** any person, corporation, or partnership legally licensed to provide professional engineering services in New Mexico who submits a proposal in response to this Request for Proposals.
12. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
13. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
14. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
15. **Responsible Offeror of Proposer:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service

reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).

16. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).
17. The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor that will result in the rejection of the Offeror's proposal.
18. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

SPECIAL CONDITIONS

1. GENERAL

When the City's Purchasing Officer issues a purchase order document in response to the Offeror's proposal, a binding contract is created.

2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

3. VARIATION IN SCOPE OF WORK

No increase in the scope of work, services or equipment after award will be accepted, unless means were provided for the increase within the contract documents. Decreases in the scope of work, services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent provided for elsewhere in the contract documents.

4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within thirty (30) days of satisfactory receipt of goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

5. TAXES

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

6. INVOICING

(A) The Contractor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506 and not the City of Santa Fe.

7. METHOD OF PAYMENT

Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

9. NON-DISCRIMINATION

By signing this bid or proposal, the Contractor agrees to comply with Presidential Executive Order No. 11246 as amended.

10. NON-COLLUSION

In signing this bid or proposal, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the Agency.

11. BRIBES, GRATUITIES AND KICKBACKS

In signing this bid or proposal, the Contractor acknowledges that, as required by Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Sections 30-14-1, 30-24-2 and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks and gratuities, violation of which constitutes a felony. Further, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.

BACKGROUND

1. INTRODUCTION

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from qualified contractors to provide contractual services for the quarried basalt rock that have resulted from the excavation of disposal cells at the Caja del Rio Landfill (Landfill). Services may include crushing the basalt rock on site into aggregate products for subsequent sales or hauling the basalt rock in its present form to an off-site crusher facility.

The Agency is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill located at 149 Wildlife Way, Santa Fe, New Mexico. The Agency operates the Landfill under the New Mexico Environmental Department (NMED) solid waste permit number SWM-261708. The 20-year permit was issued on June 27, 1995, with an expiration date of June 27, 2015. The Agency anticipates a permit renewal for the Landfill by June 2015.

In the development of disposal capacity for the Landfill a significant formation of basalt rock has been encountered. In order to utilize the full disposal potential of the Landfill, the Agency contracted with Del Hur Industries, of Port Angeles, Washington in May 2006 for the quarrying of all basalt rock from the cell development areas.

Del Hur Industries will fulfill their obligations as defined in the 8-year contract with the Agency on May 4, 2014. It is anticipated that approximately 1.5 million tons of unprocessed basalt rock will remain following the completion of the contract.

While the Agency's needs are primarily the removal of basalt rock from the Caja del Rio Landfill, it is also understood that the basalt rock has inherent economic value, and it should therefore be treated as a resource rather than a burden. The United States Bureau of Land Management (BLM) is the owner of all mineral rights related to the basalt rock represented in this RFP. As such all basalt rock sold from the Landfill is subject to royalty fees imposed by the BLM. Current BLM royalty fees are \$0.95 per sold ton of aggregate material.

The basalt rock existing at the Landfill has been utilized to produce a variety of NMDOT specified materials and has undergone testing by an AASHTO and New Mexico/Texas state-certified construction materials testing laboratory (Raba-Kistner Consultants, Inc. (R-K), San Antonio, Texas). Results of the geotechnical tests (enclosed as Appendix F) indicate that the basalt rock may conform to a number of New Mexico, Texas and federal specifications for:

- Structural and pavement concrete aggregate, roller compacted concrete
- Hot mix asphaltic concrete, cold mix/cold laid asphaltic concrete, asphalt stabilized base
- Aggregate for surface treatments
- Flexible base course aggregate
- Railroad ballast
- Rip-rap and various erosion control aggregate; and

- other products not specified above but with which these engineering test results may conform (e.g., concrete)

The above referenced specifications are not intended to be all-inclusive. Capability of the basalt rock for meeting these and other specifications is solely the selected contractor's responsibility.

2. OBJECTIVE

The required objective of this RFP is for Offerors to develop a plan that will provide for the removal of the basalt rock as well as provide for the payment of royalty fees to the mineral rights holder, the BLM, and potentially to the landowner, the Agency, in order to recover the expended costs as a result from the basalt rock quarrying activities.

Furthermore, the Agency is seeking innovative responses that demonstrate how the Offeror's plan will be:

- Cost effective
- Time efficient
- Environmentally responsible - Contractor shall be solely responsible for all regulatory liability related to this project
- Cognizant of limiting impacts related to noise, air-quality and traffic
- Cognizant of the Agency's need to limit its liability to the lowest practical extent

3. SITE DETAILS

Approximately 35 acres within the Landfill, designated as the work area, is available to the Contractor of this RFP. The area includes the stockpile of previously quarried basalt rock and storage for various aggregate products. The area is west of the active disposal area of the Landfill.

The Agency emphasizes to all Offerors that the site is first and foremost an operating landfill and that proposed basalt rock related activities shall not have precedence over on-going landfill operations. All Offerors are hereby informed that some existing infrastructure (i.e., roads, scales, utilities etc.) may not be available for their use on a predictable basis. It is preferred that a self-contained operation be proposed; however, there may be some facilities that may be made available at the site. This subject will be a topic of discussion during the pre-proposal meeting on March 3, 2014 with qualified Offerors. Prevention of traffic congestion will be of primary concern.

The Agency will act as scale master for all loads of basalt rock removed from the Landfill. As such, the Agency retains the right to enforce weight limits as described in paragraph five (5) of this section. The Agency scale facilities will also serve as the scale of record to determine the weight of basalt rock removed from the Landfill and subsequent royalty payments due to the BLM and potentially the Agency. An indirect cost will be incorporated into the professional services agreement for the use of the scales.

Thorough site familiarization by qualified Offerors will be essential in preparation of their responses to this RFP. Efforts in this regard will be a required part of RFP responses.

4. COMPLIANCE WITH EXISTING PERMITS AND PLANS

The Contractor will be required to operate under the *Caja del Rio Crushing and Sales Plan* (Plan) currently under review by the BLM. Offerors should note that changes incorporated to the final Plan will be the sole responsibility of the Contractor.

5. COMPLIANCE WITH FMCSA & DOT RULES

The Contractor will be required to comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Particular attention to the rules and regulations related to maximum vehicle weights will be required as no loaded vehicles will be permitted to leave Agency property in excess of these limits.

6. ADDITIONAL INFORMATION

The Landfill's operating hours are Monday through Saturday, 7:00 a.m. to 5:00 p.m. The average vehicle count Monday through Friday is approximately 125 vehicles per day. The average vehicle count on Saturdays is approximately 20 vehicles.

Approximately 408,500 tons of aggregate were sold from September 2006 through January 2014. During the above-mentioned time period approximately 19,600 loads with an average weight of 21 tons were taken from the Landfill. The vehicle counts for aggregate loads for the past four years are as follows:

2010 – 296
2011 – 1,999
2012 – 3,470
2013 – 4,987

There is no potable water on site at the Landfill. Currently, the Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. Dust suppression for the crushing operation is one use of the reclaimed wastewater. If reclaimed wastewater is not available on site for the Contractor, then the Contractor will be responsible for transporting reclaimed wastewater to the crusher facility for dust control. The Contractor will be responsible for the cost of reclaimed water used at the Landfill. An indirect cost will be incorporated into the professional services agreement for the use of the reclaimed wastewater.

SCOPE OF SERVICES

The following scope of work tasks are not intended to be all-inclusive or to be interpreted as the final scope of work. The subject items are intended as a guideline for Offerors and to provide a general format for their responses.

- Contract finalization
- Contract administration
- Permitting – air, stormwater, SWPPP, SPCC
- Other site requirements (e.g., traffic, noise, dust)
- Safety compliance - MSA, OSHA, etc.
- Copies of all correspondence
- Site preparation – utilities, storm water containment
- Haul roads – all weather – routes to be sited and approved by the Agency
- Option – water supply points and retention basins for processing use
- Processing equipment mobilization – all hauling permits
- Start-up – trial operation
- Initial engineering testing of aggregates
- Aggregate production operation
- QA/QC program
- Material sales
- Reporting – daily safety meetings and accident report, NOV's and mitigation actions:
 - Transportation
 - Daily production logs
 - Scale receipts
 - Pricing schedules (list all products sold)
 - Record of sales (industry or county usage)
 - Environmental reporting (recording weather station data download)
 - Air
 - Stormwater

The final Scope of Services will be established during contract negotiations with the awarded Contractor and will be based on the Scope of Services outlined above.

PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit one original and six (6) copies of their proposals to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on March 17, 2014. Any proposal received after this deadline will not be considered.

All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, spreadsheets, etc.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Padding the proposal with "boiler plate" material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal
- 2) General Information
- 3) Technical Experience
- 4) Technical Project Strategy
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity or Familiarity with the Agency
- 8) Financial Stability
- 9) Safety and Regulatory Compliance
- 10) Innovativeness
- 11) Economic Proposal
- 12) Other Supporting or Resource Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

Additional proposal contents:

- Firm identification and transmittal letter from Offeror with authorized signature. Include firm name and address; name and telephone number of contact person.
- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.

- The technical approach section includes a summary of the proposed approach to this project, and the advantages/disadvantages of the approach. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Copy of City of Santa Fe Business License.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage in the following amounts:
 - \$5,000,000.00 Professional Liability Coverage
 - \$5,000,000.00 Commercial General Liability Coverage
 - \$5,000,000.00 Bodily Injury and Property Damage
 - \$5,000,000.00 Automotive Liability Coverage
- Campaign Contribution Disclosure Form (Appendix B)

The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. No subcontractor with a suspension or debarment will be accepted by the Agency. The Offeror shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

EVALUATION CRITERIA & WEIGHTED VALUES

RFP No. '14/29/P

At its discretion and without notice, the Agency reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top rated firms. Interviews may be conducted with the firms receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented.

EVALUATION CRITERIA	POINTS AVAILABLE
1. Technical Experience	150
2. Technical Project Strategy	150
3. Capacity and Capability	100
4. Financial Stability	100
5. Past Record of Performance	100
6. Proximity to or Familiarity with the Agency	50
7. Safety and Regulatory Compliance	50
8. Innovativeness	100
9. Economic Proposal	200
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be awarded on the basis of the following evaluation criteria:

1. Technical Experience - Provide information about the Offeror's specific technical experience with similar projects that demonstrate competence to successfully complete the project and type of services required. This section should include details related to permitting capacity and the Offeror's ability to successfully secure all necessary permits related to the services proposed.
2. Technical Project Strategy - Describe the Offeror's strategy to achieve removal of all previously quarried basalt materials. Provide project timelines using project milestones including permitting, mobilization, start-up, production and completion.
3. Capacity and Capability - Provide information about the Offeror that demonstrates the ability to provide sufficient resources and equipment to perform the services proposed.
4. Financial Stability - Demonstrate the Offeror's capacity to mobilize and maintain the resources and equipment being proposed.
5. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industry with respect to such factors as costs

control, quality of work and ability to meet schedules. Provide a minimum of three (3) projects where the Offeror provided services similar to those being proposed, listing the project title, owner point of contact, and telephone number.

6. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's familiarity with the Agency, the Caja del Rio Landfill and the related site condition of the basalt rock stockpile and crushing area and describe any issues or problems that may arise that could affect the work.
7. Safety and Regulatory Compliance – Demonstrate three (3) years of the Offeror's compliance history with relevant regulatory authorities. Describe any past violations and the Offeror's ability to take corrective measures. Describe Offeror's workplace health and safety programs and protocols.
8. Innovativeness of the Proposal - Describe in detail the innovativeness of the proposal relevant to providing for the Offeror's ability to limit impacts related to views, dust, noise and traffic.
9. Economic Proposal - Describe in detail the Offeror's approach to providing the maximum financial benefit to the Agency, including, but not limited to, royalty payments.

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.

EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. '14/29/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 1-2-3-4-5 6-7-8-9-10	Total	Max Score
Technical Experience	15%	_____	_____	150
Technical Project Strategy	15%	_____	_____	150
Capacity & Capability	10%	_____	_____	100
Financial Stability	10%	_____	_____	100
Record of Performance	10%	_____	_____	100
Proximity to or Familiarity with Site Location	5%	_____	_____	50
Safety & Regulatory Compliance	5%	_____	_____	50
Innovativeness	10%	_____	_____	100
Economic Proposal	20%	_____	_____	200
Total			_____	1,000

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.

Company Name

Evaluation: _____ Interview: _____ (Please mark appropriate field)

Signature and title of evaluator

Date

APPENDIX A

Acknowledgement of Receipt Form

ACKNOWLEDGEMENT OF RECEIPT FORM

for

RFP No. '14/29/P

BASALT ROCK CRUSHING AND SALES OPERATION

For

CAJA DEL RIO LANDFILL

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Purchasing Officer no later than the close of business on March 3, 2014. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

City of Santa Fe Purchasing Office
2651 Siringo Road, Building "H"
Santa Fe, NM 87505

APPENDIX B
Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors Bill Dimas, Peter Ives, and Chris Rivera; Santa Fe County Commissioners Robert Anaya, Miguel Chavez, Kathy Holian, and Liz Stefanics.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

APPENDIX C
Living Wage Ordinance

Living Wage Ordinance

Ordinance Number §28-1-28-1.12DSFCC 1987

Purpose

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wages.

Who it affects

- All defined and non-profit businesses required to have a business license or business registration with the City of Santa Fe.

Compliance

- All defined businesses are required to pay employees an hourly wage of \$10.66 effective March 1, 2014.
- Beginning January 1, 2019 and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase from the United States Consumer Price Index for the Western Region for Urban Wage Earners and Clerical Workers.
- If workers who consistently receive more than \$100 per month in tips or commissions, any tips or commissions received and reported as wages shall be equated as wages and credited toward satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from Medicaid waivers are *exempt*.

Prohibitions against retaliation and circumvention

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercise of or communicating rights under this ordinance. This includes retaliation against individuals who informally but in good faith allege noncompliance with the ordinance.
- Taking adverse action against an individual within 60 days of the individual's assertion of or communication of information regarding rights creates a rebuttable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting out any of its operations or leasing portions of its property.

Enforcement and Remedies

- **Administrative Enforcement**—The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty**—A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to whom any such violation occurred.
- **Civil Remedies**—The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due and an additional amount of statutory damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

Nonexclusive Remedies and Penalties—The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

Posting and Publication

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a City of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice in English and Spanish that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

For more information, please contact: Constituent Services at 505-955-6949 Email: constituentservices@santafenm.gov

APPENDIX D
Resident Veterans Preference Certification

RESIDENT VETERANS PREFERENCE CERTIFICATION

_____(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS _____ DAY OF _____, 2014.

NOTARY PUBLIC

My Commission Expires:

APPENDIX E
Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT
(Basalt Rock Crushing and Sales Operation - 2014)

This CONSTRUCTION AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and _____ (the "Contractor") for the crushing, sales and removal of previously quarried basalt rock from the Caja del Rio Landfill, as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall crush, process, prepare for removal, and remove all previously quarried basalt rock and other designated material located at the Caja del Rio landfill. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents; to comply with all federal, state, and local law and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and to make substantial progress towards the removal of all designated material according to the schedule set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. Contractor shall pay to the Agency [an amount derived from RFP No. '14/29/P and negotiations] for the removal of the basalt rock across the scales located at the Caja del Rio Landfill.

B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on value received by Contractor under this Agreement.

C. Compensation shall be paid in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

D. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. Compensation shall be paid for all activities performed up to the date of notification under this Section and Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and shall be for a term of eight (8) years, terminating on _____, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on construction contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed eight years, including all extensions and renewals.

6. TERMINATION

The Agency may terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to make substantial progress towards the sale and removal of the basalt rock. The Agency's determination that substantial progress is not being made shall be final and not subject to dispute or correction by Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.
- 2) Full payment shall be made for all services performed and material transferred before the date of termination, in accordance with Section 3 of this Agreement.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency's request provided to Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the

right to request, and the Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, the Contractor shall not modify any policy or endorsement thereto which increases Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$5,000,000
Products/Completed Operations Aggregate Limit	\$5,000,000
Personal Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$5 million per accident. An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$5,000,000 per claim and \$5,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$5,000,000	Each Accident
Bodily Injury by Disease	\$5,000,000	Each Employee

Bodily Injury by Disease \$5,000,000 Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractors' insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing

coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the Agency with all Certificates of Insurance accompanied with all endorsements.

J. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed

or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The

parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Peter Ives
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

Date:

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

APPENDIX F
Geotechnical Data

**Caja del Rio Quarry Site
Aggregate Test Results**

Sieve Analysis: (ASTM C 136/AASHTO T-27)		
Sieve Size	% Passing	NMDOT, Item 510 1-inch Coarse Aggregate
1 1/2-inch	100	100
1-inch	100	95-100
3/4-inch	83	--
1/2-inch	27	25-60
3/8-inch	9	--
No. 4	3	0-10
No. 8	3	0-5
Decant: (ASTM C 117/AASHTO T-11)		
% Passing No. 200:	1.9	Maximum 2.0 (100% 2 or more fractured faces)
Magnesium Sulfate Soundness: (ASTM C 88/AASHTO T-104)		
Weighted Percentage Loss (5 cycles):	0.7	Not Specified
Los Angeles Abrasion: (ASTM C 131/AASHTO T-96)		
Percent Wear:	22.5	Not Specified
Specific Gravity & Absorption: (ASTM C 127/AASHTO T-85)		
Dry Bulk:	2.456	Not Specified
SSD Bulk:	2.518	Not Specified
Apparent:	2.618	Not Specified
Absorption (%):	2.5	Not Specified
Aggregate Index: (Section 910)		
A.I.:	10.2	Maximum 25
Crushed Particles: (ASTM C 5821)		
Crushed Faces (2 or More):	100	Minimum 100 (for Decant over 1.0%)
Flat and/or Elongated Particles: (ASTM D 4791)		
Total Flat or Elongated Particle at 3:1:	1.7	Maximum 15
Alkali Silica Reactivity (% Expansion (16 day Test):		
ASTM C 1260:	0.02	Maximum 0.1 (based on AASHTO T-303)
AASHTO T-303:	0.03	
Clay Lumps & Friable Particles: (ASTM C 142/AASHTO T-112)		
% Clay Lumps:	0.0	Maximum 0.25
% Soft Particles:	0.0	Maximum 2.0
Freeze/Thaw Durability of Aggregates: (TxDOT, 432-A)		
Total Percentage Loss (after 50 cycles):	4.69	Not Specified
British Pendulum Number: (Skid Resistance at 10 hrs of Polishing)		
ASTM D 3319:	35	Not Specified
TEX-438-A:	40	Minimum 32

Appendix F
Page 1 of 2

Concrete Mix Design Test Data Summary
Caja del Rio Aggregates vs. Local Gravel Aggregate

Mix Design Proportions (1-cu.yd. SSD Weights; lbs.):		Control (Local River Gravel)	Caja Del Rio (Crushed)
Type I/II L.A. Portland Cement:		517	517
Coarse Aggregate (ASTM C 33 – Size No. 57):		1800	1800
Fine Aggregate (Natural River Sand):		1300	1236
Water (Corrected for Yield):		238	239
Air Entraining Admix (oz/cu.yd.):		2.3	2.3
Water Reducing Admix (oz/cu.yd.):		20.7	20.7
Plastic Properties:			
Slump (inches) (ASTM C 143):		4.5	4.25
Air Content (%) (ASTM C 231):		6.3	6.9
Unit Weight (pcf) (ASTM C 138):		143.4	138.5
Yield (cu.ft./cu.yd.) (ASTM C 138):		26.85	27.40
Temperature (°F) (ASTM C 1064):		77	77
Set Time (HR:MIN.) (ASTM C 431):			
Initial:		5:20	7:01
Final:		6:20	8:30
Hardened Properties:			
Compressive Strength (psi) (ASTM C 39):			
Average 7 day:		4570	3965
Average 28 day:		5870	5360
Flexural Strength (psi) (ASTM C 78):			
Average 7 day:		753	720
Average 28 day:		810	890
Freeze/Thaw Durability (DF %):			
(ASTM C 666):		In Progress	In Progress
Length Change (%) (ASTM C 157):			
Expansion:	7 day (air):	+ 0.013	+ 0.005
	14 day (air):	08-12-05	08-12-05
	28 day (air):	08-26-05	08-26-05
Chloride Ion Penetrability (Coulombs):			
(ASTM C 1202):		In Progress	In Progress

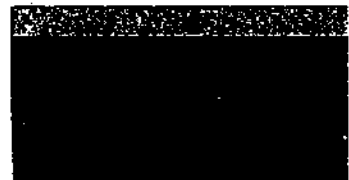
Appendix F
Page 2 of 2

Caja del Rio Crushing and Sales Plan

Prepared for
Santa Fe Solid Waste Management Agency

January 2014

Prepared by
Parametrix



Caja del Rio Crushing and Sales Plan

Prepared for

Santa Fe Solid Waste Management Agency

149 Wildlife Way
Santa Fe, NM 87506
Ph: 505-424-1850

Prepared by

Chris Hannum

Submitted by

Parametrix

8801 Jefferson NE, Bldg B
Albuquerque, NM 87113
Ph: 505-821-4700

www.parametrix.com

Table of Contents

Appendices.....	2
Acronyms	2
1. Rock Crushing and Sales Plan.....	4
1.1 Project Description.....	4
1.2 Permittee	4
1.3 Existing Environment	4
1.3.1 Regional and Local Topography	4
1.3.2 Climate	5
1.3.3 Lease Area Description and Maps.....	5
1.3.4 Major Rights-of-Way	5
1.3.5 Current Land Use	5
1.3.6 Deposit Geology	5
1.3.7 Geological Cross-section	5
1.3.8 Watershed, Surface, and Ground Water	5
1.3.9 Flora and Fauna.....	5
1.3.10 Historical, Archaeological, and Cultural Sites	6
1.3.11 Noise Levels.....	6
1.3.12 Air Quality	6
1.3.13 Traffic Conditions	7
1.3.14 Demographics	8
1.3.15 Visual Setting.....	8
1.4 Proposed Operations	8
1.4.1 Stage I: Initial Permit Area Crushing Operation Set-up.....	8
1.4.2 Stage II: Operation	8
1.4.3 Stage III: Final Closure of Crushing Area	9
1.5 Equipment and Personnel Information	9
1.6 Production Verification/Inspection and Enforcement.....	9
1.7 Committed Procedures	9
1.7.1 Roads, Residences, Bridges, Etc.	9

1.7.2	Post-crushing Land Use	9
1.7.3	Surface and Ground Water	10
1.7.4	Vegetation and Wildlife	10
1.7.5	Air Quality (dust and emissions control), Noise, Light, and Vibration.....	10
1.7.6	Visual Resources	10
1.7.7	Safety	10
1.7.8	Historical, Archaeological, and Cultural Sites	10
2.	References	10

Appendices

Appendix A: Project Location Maps

Appendix B: Geology and Mineral Resources Map

Appendix C: Stormwater Pollution Prevention Plan

Acronyms

AQB	Air Quality Bureau
AQCR	Air Quality Control Region
bgs	below ground surface
BLM	Bureau of Land Management
CAA	Clean Air Act
CO	Carbon Monoxide
CO ₂	Carbon Dioxide
dB	decibel
EA	environmental assessment
EPA	Environmental Protection Agency

F	Fahrenheit
FEMA	Federal Emergency Management Agency
GCP	General Construction Permit
GHG	Greenhouse Gas
Hz	Hertz
mph	miles per hour
NAAQS	National Ambient Air Quality Standard
NMAC	New Mexico Administration Code
NMDGF	New Mexico Department of Game and Fish
NMDOT	New Mexico Department of Transportation
NMED	New Mexico Environment Department
NOx	Nitrogen Oxides
PM	Particulate Matter
SO2	Sulfur Dioxide
SPL	Sound Pressure Level
SWPPP	Stormwater Pollution Prevention Plan
TSP	Total Suspended Particulates
USFS	United States Forest Service
USGS	United States Geological Survey
VOC	Volatile Organic Compound

1. Rock Crushing and Sales Plan

1.1 Project Description

The Santa Fe Solid Waste Management Agency (Agency) contracted with Parametrix to prepare a Rock Crushing and Sales Plan (Plan) for the Caja del Rio Landfill. The Agency is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) located at 149 Wildlife Way, Santa Fe, NM 87506. The Agency operates the Landfill under the New Mexico Environment Department (NMED) solid waste permit number SWM-261708. The mine Permit Area is located on private land and the existing Landfill has been in operation since 1997. The area of ground disturbance for Landfill operations is approximately 76 acres. In order for the Agency to excavate the Landfill to its permitted depth, basalt rock located underneath the Landfill property must be removed by blasting. Waste rock that has already been removed has been stockpiled in an area immediately west of the Landfill cells (disposal area) (Figure 1, located in Appendix A).

In 2006, the Agency contracted with Del Hur Industries to crush the stockpiled basalt into various-sized aggregates and to sell it. The crushing and sales operation is located on approximately 35 acres immediately west of the developed Landfill areas. In 2009, the Bureau of Land Management (BLM) determined that it owned the mineral rights beneath the Landfill property and that BLM would need to authorize a contract for disposal of the crushed rock by the Agency. The original contract authorized sales of up to 50,000 cubic tons of material. The contract authorizing the crushing operation now must be extended and, because the Plan allows the exceedance of the limit of 50,000 cubic tons of material, an environmental assessment (EA) is being prepared.

Blasting and excavation activities will be ongoing until approximately March 2014, when the Landfill will be excavated to its permitted depth. The waste rock will also continue to be stockpiled in the existing stockpile area west of the Landfill cells. The piles of blasted rock are approximately 50-80 feet high, 500 feet wide and 1,000 feet long. The Agency intends to continue crushing and selling the rock removed during Landfill development. The original solid waste permit for the Landfill expires in June 2015 and will be renewed for another 20 years. It is estimated that the remaining lifespan of the Landfill is approximately 40-60 years and that it could take up to 20 years to deplete the waste rock stockpile if the crushing and selling contract is extended.

The Caja del Rio Landfill is located approximately 8.5 miles west of downtown Santa Fe, Santa Fe County, New Mexico. (See Figure 1, located in Appendix A).

1.2 Permittee

Santa Fe Solid Waste Management Agency
Randall Kippenbrock, P.E., Executive Director
149 Wildlife Way
Santa Fe, NM 87506
PH: 505-424-1850, ext. 100

1.3 Existing Environment

1.3.1 Regional and Local Topography

The Landfill is located in the North-Central New Mexico Valleys and Mesas of the Arizona/New Mexico Plateau Physiographic Province, and is dominated by young geologic features of the Española rift basin and ancestral Rio Grande floodplain (Griffith et al. 2006). The physiography of this region is defined by mesas, valleys, piedmont slopes, deep canyons, and a few scattered hills. The Caja del Rio Plateau is located just west of the Landfill. The project area contains very little topographic variation, with the exception of man-made fill areas related to the

Landfill, and 50- to 60-foot high piles of waste rock and aggregate. The surrounding landscape consists of hills and low ridges to the west and relatively flat areas to the east, south and north. Generally, the area slopes to the southwest (Kleinfelder 2006).

1.3.2 Climate

The climate in the proposed project area is semiarid, with large seasonal variation in local conditions. Average annual precipitation in the proposed project area is 14 inches. Average monthly temperatures range from a low of 18.6 degrees Fahrenheit (F) in January to a high of 86.2 degrees F in July. Average annual snowfall totals 17.4 inches (Western Regional Climate Center [WRCC] 2012).

1.3.3 Lease Area Description and Maps

The rock crushing and sales area is located in Sections 21 and 28 of Township 17 North, Range 8 East, and is shown on the *Agua Fria, New Mexico* United States Geological Survey (USGS) 7.5-minute quadrangle (Figure 2, located in Appendix A).

1.3.4 Major Rights-of-Way

The crushing operation is located just west of Wildlife Way, a paved road that acts as the major access to the Landfill and the crushing and sales operation. This road would continue to be used to access the crushing and sales area and to haul crushed rock out of the Landfill. West Caja del Oro Grant Road delineates the north boundary of the Landfill, but would not be used by trucks hauling crushed rock.

1.3.5 Current Land Use

The crushing and sales area is located within the Landfill permit area. The sole land use is the crushing operation. Surrounding areas consist of lands under the jurisdiction of the BLM, United States Forest Service (USFS), the City of Santa Fe, the State of New Mexico, and the Baca Family. Cattle-grazing is occurring on some of the land units (Kleinfelder 2006).

1.3.6 Deposit Geology

The Landfill, including the crushing/sales area, is located on unconsolidated Quaternary valley fill alluvium in the southwestern section of the Santa Fe Embayment (Kleinfelder 2006).

1.3.7 Geological Cross-section

Exploratory drilling at the Landfill site revealed that the basalt sand and gravel, and reworked ash fall, are most likely weathered material from the pre-Quaternary Cerros del Rio Volcanics (Kleinfelder 2006). The rock crushing and sales operation will not include any excavation.

1.3.8 Watershed, Surface, and Ground Water

The Landfill is located in the Rio Grande/Santa Fe watershed. The hydrology of the region is characterized by some perennial and many intermittent streams, many of which originate in the surrounding mountains (Griffith et al. 2006). The closest named waterway, approximately 3 miles south of the Landfill, is the Santa Fe River, which is an intermittent tributary of the Rio Grande.

The aquifer underlying the project area is within the Ancha Formation (Kleinfelder 2006), and the depth to ground water ranges from 100 to 300 feet below ground surface (bgs) (New Mexico Bureau of Geology and Mineral Resources 2009) (Appendix B). The Landfill is not located within a 100-year floodplain (FEMA 2013).

1.3.9 Flora and Fauna

The rock crushing and sales operation is located within the permit area for the Landfill in the Juniper Savanna vegetation community (Dick-Peddie 1993). Prior Landfill activities have negated any potential effects to floral and faunal resources.

1.3.10 Historical, Archaeological, and Cultural Sites

Archaeological surveys were conducted on the Landfill property in 2003. The surveys were designed to assess the nature, extent, and integrity of subsurface cultural deposits that may be present at the Landfill site. Three sites were tested. It was concluded that no data recovery was necessary and that no sites had the potential for eligibility to the National Register of Historic Places (Quivira Research Associates 2003).

1.3.11 Noise Levels

Noise is defined as sound that is loud, unpleasant, unexpected, or undesired. Sound waves are characterized by their frequency in cycles per second, or hertz (Hz): 1 Hz equals one cycle per second. In general, the healthy human ear is most sensitive to sounds between 1,000 and 5,000 Hz and perceives both higher and lower frequency sounds of the same magnitude with less intensity. Sound pressure levels (SPLs) are measured in logarithmic units of ratios of actual sound pressures to a reference pressure squared called bels. To provide a finer resolution, a bel is divided into tenths, or decibels (dB). To approximate the frequency response of the human ear, adjustments are made to sound level meter. The A-weighted scale (dBA) approximates the frequency response of the average young ear when listening to most everyday sounds. Exposures to very high noise levels can damage hearing. For example, noise levels approaching 140 dBA are nearing the threshold of pain (California Department of Transportation 2013).

The proposed crushing and screening activity at the Landfill includes front end loaders, dozers, jaw and cone crushers, screeners, and conveyor belts. The proposed operation would result in intermittent equipment noise that at peak levels could range from 75 to 95 decibels, at a reference distance of 50 feet from the equipment (Federal Highway Administration 2006).

The Santa Fe County Ordinance No. 2009-11 prohibits excessive, unnecessary and unreasonable noise and public nuisances in the county. Industrial activities are excluded from the provisions of the Santa Fe County Noise Ordinance. The proposed crushing and screening operation is an industrial activity and thus exempted from the provisions of the Santa Fe County noise ordinance.

The nearest neighbor is more than 0.25 miles (greater than 1,320 feet) from the Landfill and any noise from the landfill would not be audible at that distance. The crushing and screening facility uses commercial power to operate the crushing and screening equipment, and does not operate a diesel generator. The absence of a diesel generator would result in much lower noise levels from this facility, as compared to crushing operations that are powered by diesel generators. The peak noise level from the proposed operation at the nearest neighbor would not exceed the 75 decibel daylight hours limit set forth by the Santa Fe County Noise Ordinance, and would not be noticeable over the ambient noise levels outside the landfill. Additionally, the crushing and sales operations would be limited to the hours of 7:00 am to 5:30 pm. The Landfill does not operate at night and thus does not contribute to the 60 decibel sound threshold for nighttime activities.

The headquarters of the New Mexico Department of Game and Fish (NMDGF) are located approximately 1.4 miles southeast of the crushing operation. The closest residences are located approximately 0.8 miles east of the Landfill.

1.3.12 Air Quality

The Clean Air Act (CAA) requires federal funded or authorized projects to comply with all federal, state, and local air pollution standards. The CAA also requires that each state develop an implementation plan to ensure that National Ambient Air Quality Standards (NAAQS) are attained and maintained for criteria pollutants (BLM Taos Resource Management Plan 2012). The project area is located within Environmental Protection Agency (EPA) Air Quality Control Region (AQCR) 157 (New Mexico Environment Department 2014). It is not in any of the areas designated by the EPA as "non-attainment areas" for any listed pollutants regulated by the CAA. Santa Fe County is in attainment of NAAQS.

The routine Landfill operations create dust that contains Total Suspended Particulates (TSP), Particulate Matter equal to and less than 10 micrometers (PM10), and minor amounts of Particulate Matter equal to and less than 10 micrometers (PM2.5). Additionally, vehicle traffic during Landfill construction and normal operations results in air contaminants from diesel and petroleum combustion; these contaminants include Carbon Monoxide (CO), Nitrogen

Oxides (NO_x), Volatile Organic Compounds (VOC), and minor amounts of Sulfur Dioxide (SO₂). The Greenhouse Gas (GHG), methane, is a landfill gas that is created during the anaerobic decomposition of landfill biomass (Serafina 2013). Carbon dioxide (CO₂), a GHG pollutant, is released from the operation of heavy equipment and vehicle traffic during routine Landfill operation.

The proposed crushing and screening operation is located on approximately 35 acres within the Landfill. The land is disturbed and the area contains stockpiles of rocks excavated during the construction of landfill cells. The stockpiles are approximately 50-80 feet tall, 500 feet wide and 1,000 feet long. There are numerous stockpiles of aggregates of various sizes throughout the crushing and screening area. The number and size of stockpiles are dependent on the sales of aggregates.

The disturbed area is located within a fenced property and is over 0.25 miles from the nearest occupied structure. The proposed facility includes the operation of front end loaders, jaw and cone crushers, screens, and conveyor belts. The crushing facility uses commercial electricity to operate the equipment and thus, no combustion emission or GHG emissions would result from the crushing and screening operation. The combustion-related contaminants are limited to vehicles that enter the operating area. The crushed and screened aggregate materials are stored in several storage piles in the area.

Crushing and screening of aggregate materials is regulated by the NMED Air Quality Bureau (AQB) and requires an air quality permit under 20.2.72 New Mexico Administrative Code (NMAC). Typically, crushing and screening operations are portable, and are governed by the conditions specified in a General Construction Permit (GCP) 2 for Crushing and Screening Operations (New Mexico Environment Department 2006). The GCP-2 permit imposes several conditions to mitigate dust emissions, and prohibits any visible emissions from the facility crossing the property boundary. Additionally, a GCP-2 permit mandates that the crushing operation be located at least 0.25 miles from the nearest occupied building to minimize air quality impact to neighbors. Any dust created by vehicle traffic is mitigated by speed control within the landfill area, as well as by graveling and watering the haul roads. The current operator has been issued air quality permit GCP-2-2976 for the facility; all future operators will be required to obtain an air quality permit from the New Mexico Environment Department. These provisions ensure that the ambient air quality compliance is maintained in the project area.

The GCP-2 air quality permit restricts the crushing operations to day light hours only and light pollution is not a concern for this proposed operation.

1.3.13 Traffic Conditions

Caja del Rio Road is a two-lane, paved thoroughfare that serves the Caja del Rio Landfill, the Municipal Recreation Complex, the Marty Sanchez Golf Course and other municipal, county, and state facilities, as well as residences. Wildlife Way is a paved, two-lane road that provides direct access to the Landfill and NMDGF. The portion of Wildlife Way within the Landfill permit area is maintained by the Landfill. During aggregate sales, haul trucks would utilize both roads. Haul trucks leaving the Landfill site would travel along Caja del Rio Road toward NM 599 and would not pass close to the residences located east of the Landfill. It is expected that aggregate haul trucks would comprise a small percentage of the total traffic for normal Landfill operations. A 2011 traffic study recorded approximately 270 vehicles crossing through the intersection of Wildlife Way and Caja del Rio Road during peak traffic hours (Bohannon Huston 2011). Information provided by the Landfill regarding rock traffic on haul roads is presented in Table 1.

Table 1. Rock Truck Traffic on Paved and Unpaved Haul Roads

Vehicle Type	Vehicle Count			
	2010	2011	2012	2013
Outgoing Rock Trucks	296	1,999	3,470	4,987

1.3.14 Demographics

The Landfill is outside the City of Santa Fe limits; therefore, demographic information for Santa Fe County (County) was used for this analysis. This data is provided by the U.S. Census Bureau for 2012. The total estimated population of Santa Fe County was estimated to be 146,375, with persons under 18 years of age making up 20.3%. Persons 65 years and over made up 17.2%, and 51.2% of the total population was female. Persons reporting as Hispanic or Latino comprised 50.9% of the population, and American Indians and Alaska Natives comprised 3.9% (U.S. Census Bureau 2012).

1.3.15 Visual Setting

The crushing area is located immediately west of the Landfill. The crushing equipment is shielded from view on the north side by the stockpile of waste rock removed from the Landfill. On the west and south sides of the area, the equipment is surrounded by piles of aggregate. The Landfill is east of the Caja del Rio Plateau, and is surrounded by low ridges and juniper/grass savanna.

1.4 Proposed Operations

The amount of waste rock that will be added to the current stockpile is estimated to be between 275,000 and 300,000 cubic yards, or approximately 600,000 tons.

1.4.1 Stage I: Initial Permit Area Crushing Operation Set-up

The crushing and aggregate stockpile area is located immediately west of the Landfill and south of the waste rock stockpile area. A staging area large enough to accommodate all crushing equipment, haul trucks, personnel vehicles, materials, and supplies has been established. The remainder of the area is being used for stockpiling the aggregate to be sold. There should be no need for this area to be expanded over the life of the crushing operation.

1.4.2 Stage II: Operation

Rock crushing and sales operations will take place in the following phases:

Step I: Crushing of Waste Rock

Rock that has been removed from the Landfill and stockpiled will be crushed in amounts dependent upon aggregate sales. The maximum amount of rock that can be crushed in a day is 3,500 cubic yards. On days when crushing occurs, equipment will be in operation for approximately 10 hours. Equipment used for crushing includes front end loaders, jaw and cone crushers, screens, and conveyor belts.

Step 2: Stockpiling of Crushed Aggregate

Rock that has been crushed will be stockpiled according to the aggregate size. Stockpiles will be built up to no more than 50 vertical feet.

Step 3: Sale of Aggregate

Aggregate will be sold primarily to interested parties for local projects.

Step 4: Hauling of Aggregate

Aggregate will be hauled off the site for delivery to buyers as needed. Haul trucks are generally semi-tractors with end-dump or belly dump trailers, capable of carrying approximately 40,000 pounds or 20 tons.

1.4.3 Stage III: Final Closure of Crushing Area

Crushing activities will cease once all waste rock removed from the Landfill has been processed and sold. It is anticipated by the Contractor that this may take up to 20 years, depending on sales of the aggregates.

1.5 Equipment and Personnel Information

Rock crushing would require 4-5 employees to operate the equipment. The employees would work 250 hours per year. Crushing would occur Monday through Friday from 7:00 am to 5:30 pm when crushing is necessary. On rare occasions, crushing may take place on weekends. No additional employees would be needed to drive haul trucks. All vehicles will be restricted to haul roads when entering and exiting the crushing area. The following equipment would be operated by the employees: a jaw crusher, two cone crushers, two screens, a loader, and a haul truck for transporting aggregate off-site along Wildlife Way and Caja del Rio Road.

1.6 Production Verification/Inspection and Enforcement

The Landfill truck scales will be used to weigh the amount of aggregate material of each load sold and hauled off the Landfill property. For the past four years, the amounts of basalt hauled off the Landfill were as follows:

- 2010 – 6,544 tons (4,674 cubic yards)
- 2011 – 42,966 tons (30,690 cubic yards)
- 2012 – 68,716 tons (49,083 cubic yards)
- 2013 (through 12/8/13) – 104,143 tons (74,388 cubic yards)

This information will be maintained in a log book available for inspection by the BLM on a periodic basis.

1.7 Committed Procedures

The following procedures will be employed to prevent degradation or destruction of the listed items.

1.7.1 Roads, Residences, Bridges, Etc.

Haul trucks exiting and entering the crushing area will use Wildlife Way and Caja del Rio Road to and from NM 599. Speed limits will be adhered to at all times and include the following: 45 miles per hour (mph) on Caja del Rio Road, 35 mph on Wildlife Way outside the Landfill property, 30 mph on Wildlife Way between the first and second gates to the Landfill, 25 mph inside the second gate on the paved access road (throughout the site). Loads will be covered in compliance with New Mexico Department of Transportation (NMDOT) regulations to minimize blowing dust and to protect other vehicles from damage.

1.7.2 Post-crushing Land Use

The Landfill has no plans for the crushing area once the waste rock and aggregate stockpiles have been exhausted; this could take up to 20 years. At present, there is no definitive plan in place for use of the crushing area after the stockpiles of waste rock and aggregate are exhausted. The Landfill will not be extended toward the crushing area (to the west) in the near future. A long-term plan may involve using the area for disposal, including a storage area for glass slated for recycling, as well as soil stockpiles, a scrap metal area, and a composting area. If the area is converted to the above uses, the conversion would not take place until the main Landfill areas are full, which would likely be in 40 to 60 years.

1.7.3 Surface and Ground Water

A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for the crushing and sales operation and is on file at the Landfill (Appendix C). Additional procedures to protect surface and ground water include use of berms and ditches to prevent stormwater from exiting the crushing area. A berm containment area has been established for fuel storage.

1.7.4 Vegetation and Wildlife

All activities occurring in the crushing area and along haul roads will be conducted so as to avoid wildlife. All crushing operations will be restricted to the permit area.

1.7.5 Air Quality (dust and emissions control), Noise, Light, and Vibration

Water will be sprayed on the crushing area to reduce the amount of airborne dust. Electric lines have been installed to power the crushing equipment, reducing noise generated by the equipment.

1.7.6 Visual Resources

Disturbance of land forms, emissions such as fugitive dust and exhaust, and the amount of equipment on the site all contribute to visual resource impacts. Visual impacts at the crushing site will be mitigated by the following:

- Spraying/misting with water will be used to reduce fugitive dust that might be visible from neighboring properties.
- The crushing equipment is largely hidden from view by the stockpiles of waste rock on the north side of the site.
- Crushing operations will not take place during nighttime hours; no lights that may be disturbing to neighbors will be required.

1.7.7 Safety

Crushing and hauling operations will be designed and operated to safeguard the public. Signs reading "Caution" and "Unauthorized Personnel -- Keep Out" are posted at the site. Personnel operating the crushing and hauling equipment are trained in safety procedures, and the public will not be permitted to enter the area. Future stockpiles of waste rock and crushed aggregate will not exceed 50 feet in height. All haul trucks will be required to follow posted speed limits and all vehicles will adhere to load limits outlined by the NMDOT. When encountered, haul trucks will yield to nearby residents and employees leaving the NMDGF parking lot on Wildlife Way. Loads will be covered according to NMDOT standards to avoid damage to other vehicles on the roads.

1.7.8 Historical, Archaeological, and Cultural Sites

If any archaeological or cultural artifacts are discovered during the crushing or sales operations, all activities must be halted and the BLM immediately contacted.

2. References

California Department of Transportation, 2013. Technical Noise Supplement to the Traffic Noise Analysis Protocol, Division of Environmental Analysis.

Dick-Peddie, William A. 1993. New Mexico Vegetation: Past, Present, and Future. University of New Mexico Press, Albuquerque.

Bohannon Huston. 2011. Alignment Study for Caja del Rio Roadway Improvements. Albuquerque, New Mexico. September 2011.

Bureau of Land Management, 2012. Taos Resource Management Plan . U.S. Department of the Interior, Bureau of Land Management, Taos Field Office, Taos, New Mexico. May 2012.

FEMA (Federal Emergency Management Agency). 2013. FEMA Map Service Center. Floodplain Panel No.: 35049C0400D. Available online at <http://mssc.fema.gov/>.

Federal Highway Administration, 2006. Construction Noise Handbook, Final Report, U.S. Department of Transportation.

Griffith, G.E., J.M. Omernik, M.M. McGraw, G.Z. Jacobi, C.M. Canavan, T.S. Schrader, P.J. Mercer, R. Hill, B.C. Moren. 2006. Ecoregions of New Mexico (color poster with map, descriptive text, summary tables, and photographs). Reston, Virginia. U.S. Geologic Service (map scale 1:1,400,000).

Kleinfelder. 2006. Final Report, Soil Boring Plan, Phase I and II Study, Proposed Landfill Expansion, Caja del Rio Landfill. October 2006.

New Mexico Environment Department, Air Quality Control Regions,
http://www.nmenv.state.nm.us/aqb/modeling/aqcr_map.html (website accessed on Jan 20, 2014)

New Mexico Environment Department (2006), Construction Permits, GCP-2 Permit may be obtained electronically at http://www.nmenv.state.nm.us/aqb/permit/documents/GCP-2-R3_12Sept06.pdf

New Mexico Bureau of Geology and Mineral Resources. 2009. Water-level elevation Contours and Ground-water Flow Conditions (2000 to 2005) for the Santa Fe Area, Southern Española Basin, New Mexico. October. Available online at www.geoinfo.nmmt.edu.

Quivira Research Associates. 2003. Results of Testing at Three Sites (LA 102417, 104190, and 104191) at the Caja del Rio Landfill, Santa Fe County, New Mexico for the Santa Fe Solid Waste Management Agency. Quivira Research Center Publications 457. September 2003.

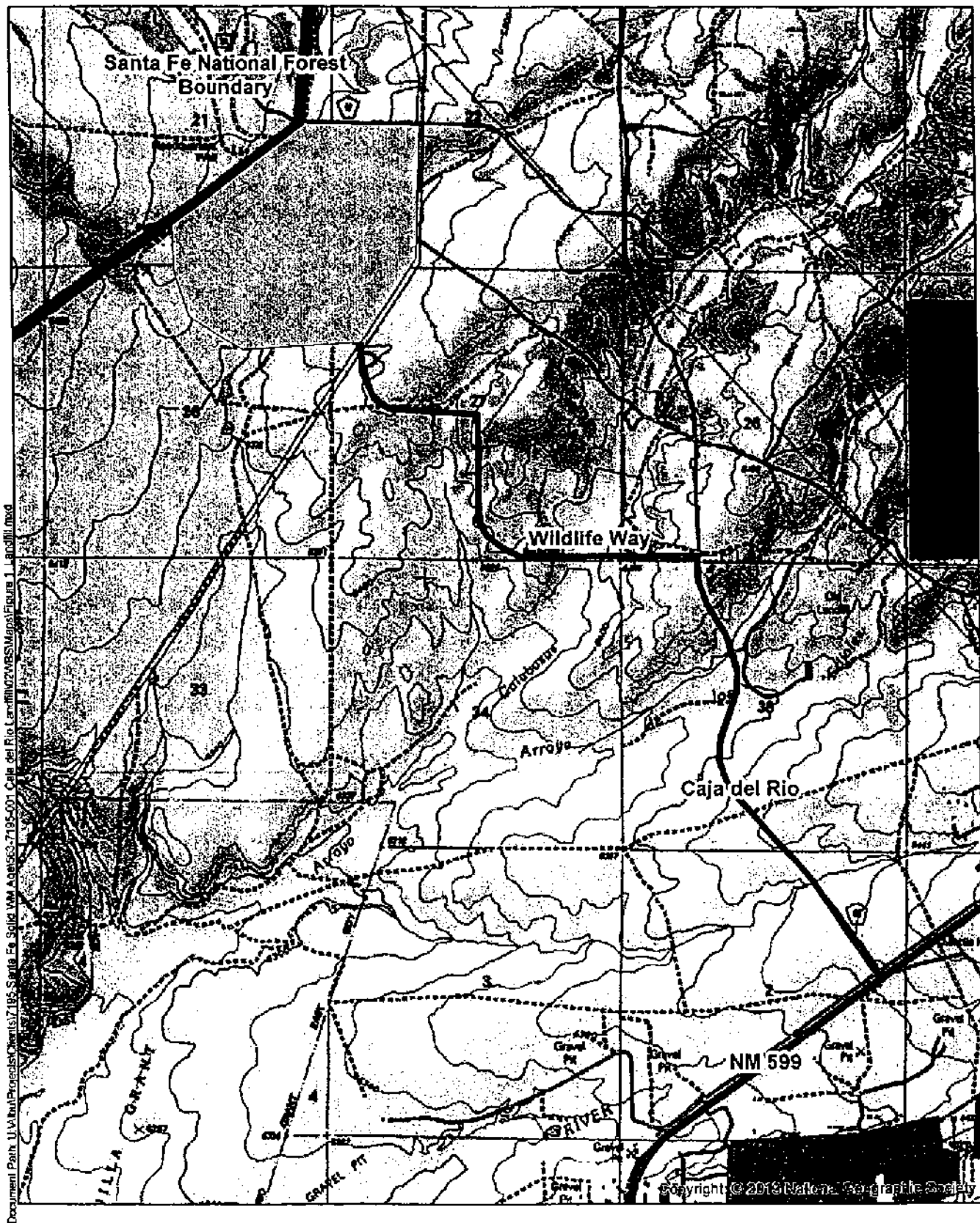
Serafina. 2013. Mine Plan Air and Noise Studies. Serafina Technical Consulting LLC. Serafina, New Mexico. August 2013.

U.S. Census Bureau. 2012. Population Demographics for Santa Fe County. Accessed online at <http://www.census.gov/>.

WRCC (Western Regional Climate Center). 2012. Western United States Climate Historical Summaries. Electronic data. Available online at <<http://www.wrcc.dri.edu/Climsum.html>>).

APPENDIX A: Project Location Maps





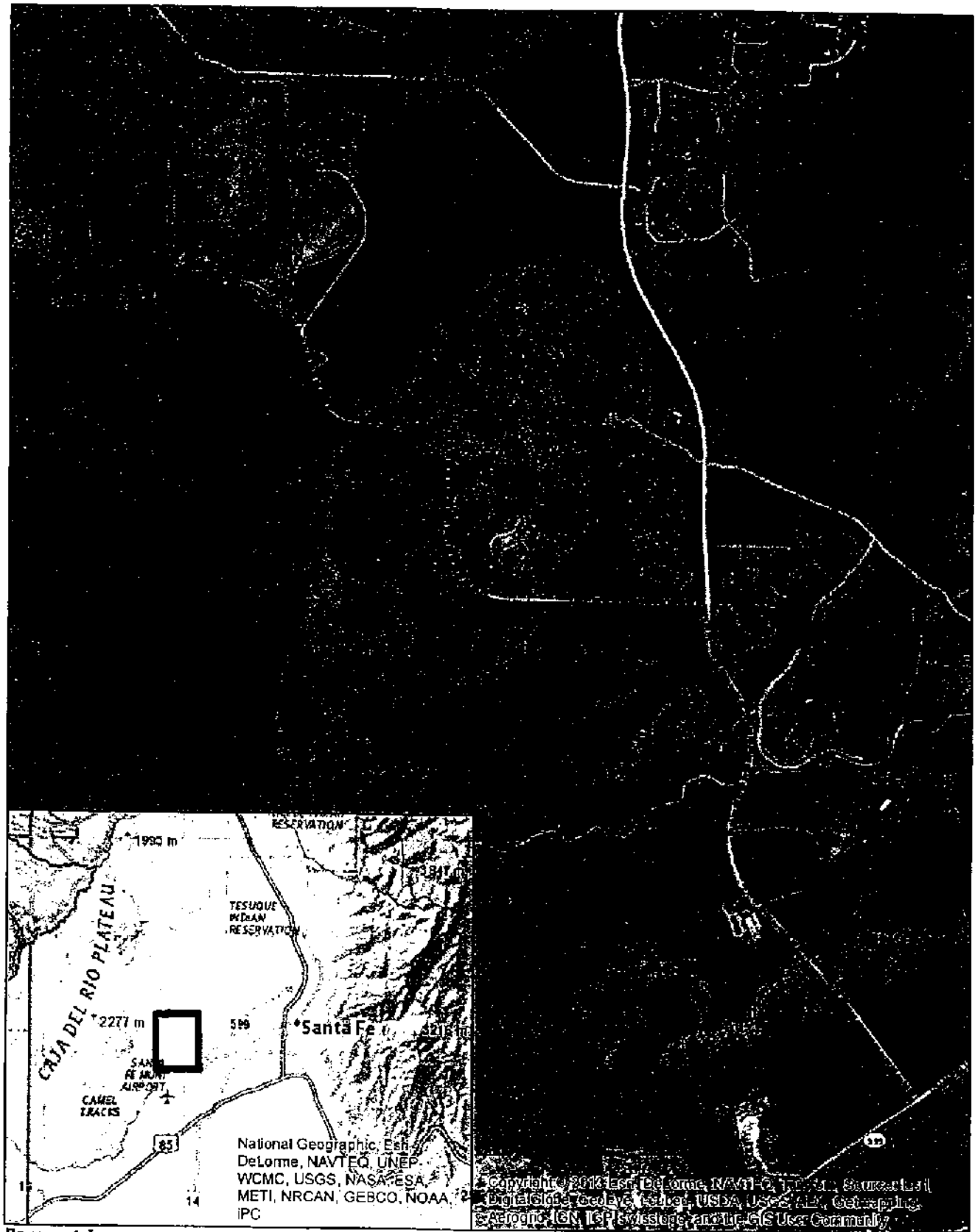
Parametrix

Legend

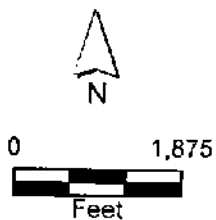
- Caja del Rio Landfill
- Highway
- Road

0 0.25 0.5 0.75 1
Miles

Figure 2. Caja del Rio Landfill Crushing and Sales Plan



Parametrix



- Haul Route
- Project Area
- County Line

Figure 1: Caja del Rio Landfill Location

Santa Fe County, New Mexico

Caja del Rio Landfill
Environmental Assessment

APPENDIX B: Geology and Mineral Resources Map





**Water-Level Elevation
Contours and
Ground-Water-Flow
Conditions (2000 to 2005)
for the Santa Fe Area,
Southern Española Basin,
New Mexico**

Open File Report 520
October 2008

Peggy B. Johnson



Legend

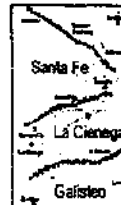
- Wells in National Free (N) and other local situations
- Spring with water level elevation
- Interpretation of well conditions
- Water Potentiometer (W)
- Groundwater Potentiometer (G)
- Artesian Potentiometer (A)
- Spring with flow, unconfined
- Spring Potentiometer (S)

Water-level elevation

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

Ground-Water-Flow Conditions

- Flow direction of ground water



- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

- Water-level elevation (feet)
- Water-level elevation (feet)
- Water-level elevation (feet)

APPENDIX C: Stormwater Pollution Prevention Plan



SCS ENGINEERS



STORMWATER POLLUTION PREVENTION PLAN

DelHur Rock Crushing and Asphalt Plant Operations Santa Fe, New Mexico

Prepared for:

DelHur Industries Inc
361 S. Camino Del Rio #130
Durango, CO 81303-7997

Prepared by:

SCS ENGINEERS
12651 Briar Forest Drive Suite 205
Houston, Texas 77077
(281) 293-6494

January 2010
File No. 16209051.00
Offices Nationwide
www.scsengineers.com

STORMWATER POLLUTION PREVENTION PLAN
DelHur Rock Crushing and Asphalt Plant Operations
SANTA FE, NEW MEXICO

Prepared For:

DelHur Industries, Inc.
361 S. Camino Del Rio #130
Durango, CO 81303-7997

Prepared by:

SCS ENGINEERS
12651 Briar Forest Drive Suite 205
Houston, Texas 77077
(281) 293-6494

January 2010
File No. 16209051.00



Table of Contents

Section	Page
1.0 Introduction	1
1.1 Purpose	1
1.2 Regulatory Background	2
1.3 NOI Submittal	3
1.4 Termination of Permit Coverage	3
1.5 SWPPP Certification	4
1.5.1 SWPPP Modifications	4
1.5.2 SWPPP Availability	4
2.0 Pollution Prevention Team	5
2.1 Designated Personnel and Pollution Prevention Team Responsibilities	5
3.0 Site Description	6
3.1 Climate Information	6
3.2 General Location Map	6
3.3 Activities at the Facility	6
3.4 Site Plan	7
3.5 Site Drainage Patterns and Outfall Locations	7
4.0 Summary of Potential Pollutant Sources	8
4.1 Active Rock Crushing Area	8
4.1.1 Activities in the Area	8
4.1.2 Pollutants	8
4.1.3 Spills and Leaks	9
4.2 Material Stockpile	9
4.2.1 Activities in the Area	9
4.2.2 Pollutants	9
4.2.3 Spills and Leaks	9
4.3 Dust Generation and Vehicle Tracking of Industrial Materials	9
4.3.1 Activities in the Area	10
4.3.2 Pollutants	10
4.3.3 Spills and Leaks	10
4.4 Fueling/Maintenance Areas	10
4.4.1 Activities in the Area	10
4.4.2 Pollutants	11
4.5 Asphalt Plant Area	12
4.5.1 Activities in the Area	12
4.5.2 Pollutants	12
4.5.3 Spills and Leaks	12
4.6 Non-Stormwater Discharges	12
4.6.1 Activities in the Area	13
4.6.2 Pollutants	13
4.6.3 Spills and Leaks	13

4.7	Salt Storage	13
4.8	Sampling Data	13
5.0	Description of Control Measures.....	14
5.1	Non-Numeric Technology-Based Effluent Limits	14
5.1.1	Exposure Minimization	14
5.1.2	Good Housekeeping	14
5.1.3	Maintenance	14
5.1.4	Best Management Practices.....	15
5.1.5	Spill Prevention and Response Procedures	16
5.2	Site-Specific BMPs	16
5.2.1	Soil Stockpile Areas.....	16
5.2.2	Dust Generation and Vehicle Tracking of Industrial Materials	16
5.2.3	Fueling/Maintenance Areas.....	17
5.2.4	Non-Stormwater Discharges	17
6.0	Schedules and Procedures	18
6.1	Control Measures	18
6.1.1	Good Housekeeping	18
6.1.2	Maintenance	18
6.1.3	Spill Prevention and Response Procedures	19
6.1.4	Employee Training	19
6.2	Inspections.....	19
6.2.1	Routine Facility Inspections	19
6.2.1.1	Responsible Person or Position.....	19
6.2.1.2	Schedule.....	20
6.2.1.3	Inspection Procedures	20
6.2.2	Quarterly Visual Assessments	20
6.2.2.1	Responsible Person or Position.....	20
6.2.2.2	Schedule.....	20
6.2.2.3	Assessment Procedures	21
6.2.2.4	Documentation.....	21
6.2.2.5	Exceptions.....	21
6.2.3	Comprehensive Site Inspections.....	22
6.2.3.1	Responsible Person or Position.....	22
6.2.3.2	Schedule.....	22
6.2.3.3	Procedure	22
6.2.3.4	Documentation.....	23
6.3	Monitoring	23
6.3.1	Monitoring Location	23
6.3.2	Monitoring Procedures	23
6.3.3	Data Reporting.....	24
6.3.4	Benchmark Monitoring.....	24
6.3.4.1	Frequency of Sampling	25
6.3.4.2	Numeric Control Values.....	25
6.3.4.2.1	Data Not Exceeding Benchmark	25
6.3.4.2.2	High Benchmark Concentrations	25
6.3.4.3	Natural Background Pollutant Levels.....	26
6.3.5	Effluent Limitations Monitoring.....	27

6.3.5.1	Frequency of Sampling	27
6.3.5.2	Numeric Control Values.....	27
6.3.6	State-Specific Monitoring.....	27
6.3.7	Impaired Waters Monitoring.....	27
6.3.8	Other Monitoring as Required by EPA.....	27
6.3.9	Follow-Up Monitoring.....	28
6.3.9.1	Exceedance Report.....	28
6.3.9.2	Continued Monitoring	28
7.0	Corrective Actions.....	29
7.1	Conditions Requiring Review and Revision to Eliminate Problems.....	29
7.2	Conditions Requiring Review to Determine if Modifications are Necessary.....	29
7.3	Corrective Action Deadlines	29
7.4	Corrective Action Report	30
7.5	Effect of Corrective Action.....	30
8.0	Recordkeeping and Reporting	32
8.1	Recordkeeping	32
8.2	Reporting.....	32
8.2.1	Monitoring Data.....	32
8.2.2	Annual Report	32
8.2.3	Exceedance Report.....	32
8.2.4	Additional Reporting.....	32
8.2.5	Addresses for Reports.....	33
9.0	Documentation.....	35
9.1	Endangered Species	35
9.2	Historic Properties.....	35
9.3	NEPA Review	35
9.4	Additional Documentation Requirements.....	35

List of Figures

No.	
1A	Site Vicinity Map – Regional Area
1B	Site Location Map – Local Area
2	Site Plan

List of Tables

No.		Page
1	Numeric Control Values for Effluent Limitations Monitoring	

Appendices

- A** Multi-Sector General Permit
- B** Notice of Intent (NOI) for Stormwater Discharges Associated with Industrial Activity under the Multi-Sector NPDES General Permit
- C** Certification of Stormwater Pollution Prevention Plan
- D** Standard Forms
 - D-1 Incident Report Form
 - D-2 Non-Stormwater Discharge Assessment and Certification
 - D-3 Site Inspection Form and SWPPP Evaluation Report
 - D-4 Employee Training Checklist
 - D-5 Quarterly Discharge Monitoring Visual Examination
 - D-6 Quarterly Assessment/Benchmark Monitoring/Effluent Limitations and Monitoring Waiver Form
 - D-7 Annual Reporting Form
 - D-8 MSGP Discharge Monitoring Report Form (MDMR)
- E** Pollution Prevention Team Contact List
- F** SWPPP Amendment Schedule
- G** Endangered Species Documentation
- H** Historic Preservation Documentation
- I** Recordkeeping

1.0 INTRODUCTION

This Storm Water Pollution Prevention Plan (SWPPP) has been prepared for the DelHur Industries Inc. (DelHur) Rock Crushing and Asphalt Plant Operations (Site) located at 149 Wildlife Way, Santa Fe, New Mexico. DelHur's operations are located within the Caja del Rio Landfill, which is owned by the Santa Fe Solid Waste Management Agency (SFSWMA). A separate SWPPP has been prepared for the landfill including a separate permit and (Notice of Intent) NOI. The landfill is an existing municipal solid waste (MSW) landfill. The Site, which is leased by DelHur Industries from the SFSWMA, removes bedrock for the landfill when a new cell is constructed. The bedrock is then processed in on-site rock crushing operations for aggregate. In addition to the rock crushing operations, an asphalt plant is located at the Site which is operated under contract with DelHur by Fisher Sand and Gravel, New Mexico (Fisher).

The Fisher operations are being conducted under a separate (National Pollution Discharge Elimination System) NPDES Construction General Permit approved by the EPA. The Construction Permit expires in 2012. For purposes of this SWPPP, both the DelHur rock crushing operations and the Fisher Asphalt Plant are considered co-located industrial activities.

For all activities conducted at the Site, a NOI for coverage under this NPDES Multi-Sector General Permit (MSGP) and corresponding SWPPP has been prepared. This SWPPP has been prepared in accordance with federal requirements for the NPDES MSGP for stormwater discharges, Sector J as the primary industrial activity, Sector D as the co-located industrial activity, as well as the specific requirements for sites located in the State of New Mexico established within the MSGP.

1.1 PURPOSE

The purpose of this Stormwater Pollution Prevention Plan (SWPPP) is to:

- Identify potential pollution sources affecting the quality of stormwater discharges
- Describe practices that will minimize and control pollutants in stormwater discharges associated with facility activities
- Ensure implementation of these practices

This SWPPP will serve as a guide for evaluating potential stormwater pollution sources and for selecting and implementing appropriate management methods to prevent or control pollution in any stormwater discharge at the Site.

This SWPPP may be updated following the procedures set forth in this SWPPP to comply with the Multi-Sector General Permit (MSGP) effective September 29, 2008 for Industrial Activities. A copy of the MSGP (Permit) is provided in Appendix A. The SWPPP is required to be updated and revised whenever there is a change in design, construction, operation, or maintenance at the

Site that may impact the potential pollutants to be discharged to stormwater runoff. Also, if the SWPPP is found to be ineffective in controlling the discharge of pollutants, the SWPPP will be revised to correct the identified deficiencies, according to the MSGP.

The SWPPP requirements are intended to facilitate a process whereby the operator of the Site thoroughly evaluates potential pollution sources and selects and implements appropriate measures designed to prevent or control the discharge of pollutants in stormwater runoff. This process involves the following four steps:

- Formation of a team of qualified Site personnel who will be familiar with this plan's preparation and in assisting the operation manager in its implementation
- Assessment of potential stormwater pollution sources
- Selection and implementation of appropriate best management practices and controls
- Periodic evaluation of the effectiveness of the plan to prevent stormwater contamination

1.2 REGULATORY BACKGROUND

As required by the 1987 amendments to the Clean Water Act (CWA), the United States Environmental Protection Agency (USEPA) developed a stormwater discharge permitting program under NPDES to regulate the amount of pollutants discharged to waters of the United States resulting from stormwater runoff. Final regulations promulgated on November 16, 1990 established application requirements for stormwater permits under an individual permit, group permit, or general permit application.

On September 29, 1995, the USEPA published the National Pollutant Discharge Elimination System Storm Water Multi-Sector General Permit for Industrial Activities. The MSGP was developed in response to a review of group permits submitted from various industry sectors. Amendments to the MSGP were published February 9, 1996, February 20, 1996, September 24, 1996, September 30, 1998, and October 30, 2000. The revisions primarily added new categories of facilities and areas of coverage, provided guidance for historic property protection, updated the endangered species list, made clarifications, corrected errors, and in a few instances, added additional requirements. The MSGP permit dated September 29, 1995, expired on October 30, 2005 and was administratively continued until the 2008 MSGP is issued.

As part of the requirements set forth in the final 2000 MSGP, the Site must identify all activities occurring at the Site and document the possible pollutants that could be generated by the activity. This SWPPP addresses those activities, associated pollutants, and discusses the best management practices that are followed by the Site and its personnel. In addition, routine inspections and monitoring of stormwater discharges are required. This document was prepared to satisfy the SWPPP requirements for the Site in compliance with the current final version of the 2008 MSGP effective September 29, 2008.

In addition to the content of the MSGP, the State of New Mexico added requirements for facilities that discharge to Tier 3 waters. The Site is not subject to these requirements because the Site's receiving waters are not Tier 3 waters.

1.3 NOI SUBMITTAL

Prior to authorization of stormwater discharges associated with industrial activity under the Final MSGP, the USEPA requires submittal of a Notice of Intent (NOI) for facilities. No NOIs had to be submitted previously since the MSGP had not been finalized by EPA until September 29, 2008. The submission of the NOI in December 2009 will be the first submitted NOI for the Site. A copy of the submitted NOI is included in Appendix B. Upon receipt of a permit certificate, the certificate will be placed in Appendix B as well.

1.4 TERMINATION OF PERMIT COVERAGE

If permit coverage is terminated in the future, a Notice of Termination (NOT) will be submitted to USEPA and New Mexico Environment Department (NMED) as required.

1.4.1 Submitting a Notice of Termination

To terminate permit coverage, a complete and accurate Notice of Termination will be submitted to the USEPA and NMED. Authorization to discharge under this permit terminates at midnight of the day that a complete Notice of Termination is processed and posted on EPA's website (www.epa.gov/npdes/noisearch).

1.4.2 When to submit a Notice of Termination

A Notice of Termination must be submitted within 30 days after one or more of the following conditions have been met:

- A new owner or operator has taken over responsibility for the facility; or
- Operations at the facility have ceased, there are not or no longer will be discharges of stormwater associated with industrial activity from the facility, and necessary sediment and erosion controls as required by Part 2.1.2.5 have already been implemented;
- The facility is a Sector G, H, or J facility that has met the applicable termination requirements; or
- The facility has obtained coverage under an individual or alternative general permit for all discharges required to be covered by an NPDES permit, unless EPA has required the obtaining of such coverage under authority of Part 1.6.1, in which case coverage under this permit will terminate automatically.

1.5 SWPPP CERTIFICATION

This SWPPP has been prepared by SCS Engineers (SCS) under contract with DelHur Industries, Inc. and has been reviewed and approved by DelHur Industries, Inc. A signature of certification by a DelHur Industries, Inc. officer is provided in Appendix C, acknowledging the preparation and content of this SWPPP.

1.5.1 SWPPP Modifications

This SWPPP will be modified whenever a triggering condition(s) for corrective action is needed as described later in this SWPPP. The modification will be such that the triggering condition does not recur or to reflect changes implemented when a review following the triggering conditions indicates that changes to the Site's control measures are necessary to meet effluent limits. Amendments to the SWPPP must be documented on the SWPPP Amendment Schedule provided in Appendix F, and inserted at the appropriate location within the SWPPP.

1.5.2 SWPPP Availability

This SWPPP and current updates to this SWPPP must be available at the Site at all times, and must be immediately available to EPA, State, or local agency approving stormwater management plans; the operator of an MS4 (when available and used) receiving discharges from the Site; and representatives of the U.S. Fish and Wildlife Services (USFWS) or the National Marine Fisheries Services (NMFS) at the time of an on-site inspection or upon request. EPA may provide access to the SWPPP to a member of the public upon request. Confidential Business Information (CBI) may be withheld from the public, but may not be withheld from those staff cleared for CBI review within EPA, USFWS, or NMFS.

2.0 POLLUTION PREVENTION TEAM

The Pollution prevention team consists of a Team Leader and Team Members that are responsible for implementing the SWPPP. Pollution prevention team Personnel are listed in Appendix E. Implementation of the SWPPP includes a continuous assessment of potential contamination, Best Management Practices (BMPs), spill response, employee training, discharge monitoring, and an annual SWPPP evaluation. A current paper and electronic copy of this SWPPP is available at the Site and is available to all team members.

2.1 DESIGNATED PERSONNEL AND POLLUTION PREVENTION TEAM RESPONSIBILITIES

Team Leader: Specific responsibilities include maintaining inspection schedules, records, and employee training, and coordinating responses to spill emergencies.

Team Member: The Team member will conduct inspections, monitor discharges, respond to spill events, maintain BMPs, and direct at regular intervals (minimum annually) employee training as well as new employee training. In the event that a team member is replaced, the team leader will make a new appointment. If a replacement cannot be found immediately, the current team leader will assume the SWPPP responsibilities until a replacement is identified.

3.0 SITE DESCRIPTION

The Site is a rock crushing operations and asphalt plant located at 149 Wildlife Way in Santa Fe New Mexico. The Site is located within the boundaries of the Caja del Rio Landfill, which is located in Section 28, Township 17 North, Range 8 East (Latitude 35° 40'52"N and Longitude 106° 05' 29"W). A Site Vicinity Map and Site Location Map are included as Figures 1A and 1B.

The Site is not fenced separately from the landfill. Site security is provided by the Caja del Rio Landfill boundary fence.

3.1 CLIMATE INFORMATION

The average annual high temperature is 65 degrees with the average annual low temperature of 36 degrees. Average annual rainfall precipitation is 13.8 inches per year with a recorded average snowfall of 17.6 in (Source: Western Regional Climate Center).

3.2 GENERAL LOCATION MAP

The attached Figure 1 is the general location map which shows the general location of the Site and receiving waters to the facility. The nearest receiving water for the Site is the Arroyo Calabasas, approximately one mile southeast of the Site. The receiving water has not been classified as impaired; therefore, no Total Maximum Daily Loads (TMDLs) have been designated for the Arroyo Calabasas.

3.3 ACTIVITIES AT THE FACILITY

The Site consists of a rock crushing plant and an asphalt plant. The features of the Site consist of the following:

- Rock crushing equipment which consists of a series of conveyor belts and sieves
- An office trailer
- Heavy vehicle equipment including a water truck, off-road dump truck, maintenance truck
- Rock crushing equipment storage area
- Rock and soil stockpiles
- A lined containment area which contains an aboveground 800 gallon used oil tank and numerous 5 gallon pails of grease, hydraulic fluid, and oil
- A 1,500 gallon double-walled aboveground diesel tank
- Six – 55 gallon drums set on secondary containment pallets and/or wooden pallets
- An asphalt plant with associated conveyor belts; a silo containing hydrated lime (dry form); asphalt batch equipment; scrubbers and other associated equipment
- Storage and control buildings for the asphalt plant operations
- A 15,000 gallon double-walled aboveground burner oil tank
- A 50 ton double-walled aboveground tank which contains PG6428 oil
- A 1,000 gallon double-walled aboveground tank which contains diesel fuel

- A heater with an associated 100 gallon single walled above ground tank which contains diesel fuel (temporary)
- Three – 55 gallon drums consisting of heat transfer and mobile oil (temporary stored on ground surface).
- A 1500 aboveground storage tank which contains diesel fuel

Current activities conducted at the Site include rock crushing operations, asphalt plant operations; rock and soil stockpiles; vehicle and equipment maintenance; and vehicle and equipment fueling. The Site's general features, improvements, drainage features, and active areas are shown on the Site Plan (Figure 2).

3.4 SITE PLAN

The Site Plan is included in Figure 2.

3.5 SITE DRAINAGE PATTERNS AND OUTFALL LOCATIONS

There are two drainage areas within the DelHur property. Drainage Area 1 is the area comprised of the rock crushing operations. Drainage Area 2 is the area comprised of the asphalt plant.

Sheet flow from the rock crushing operations will flow southeasterly to a drainage ditch located along the east side of the rock crushing operation. Stormwater entering the drainage ditch travels south into a six (6) inch drainage pipe which crosses underneath the access road to the DelHur operations. Outfall 1 is located at the end of the drainage pipe. This will be the sampling point for Drainage Area 1.

Sheet flow from the asphalt plant also will flow southeasterly to a drainage ditch located east of a haul road at the southeast corner of Drainage Area 2. Outfall 2 will be near the beginning of the drainage ditch. This will be the sampling point for Drainage Area 2.

The locations of Outfalls 1 and 2 will be determined by the Team Leader of the Pollution Prevention Team.

4.0 SUMMARY OF POTENTIAL POLLUTANT SOURCES

Section 4.0 identifies activities, materials, and physical features of the Site that have a reasonable potential to contribute pollutants to stormwater. These types of activities, materials, or features are addressed by measures and controls provided in Section 5.0.

The following areas have types of activities where there is a risk of potential pollution of stormwater discharges:

- Active rock crushing area
- Material stockpile area
- Dust generation and vehicle tracking of industrial materials
- Fueling/maintenance areas
- Asphalt plant area
- Non-stormwater discharges

4.1 ACTIVE ROCK CRUSHING AREA

4.1.1 Activities in the Area

Rock crushing activities occur in this area.

4.1.2 Pollutants

The following list identifies the possible pollutants of this activity:

- Heavy minerals caused by the erosion of the basalt rock
- Sediment due to erosion
- Diesel fuel (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)
- Antifreeze (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)
- Gasoline (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)

- Motor Oil (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)
- Used Oil (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)
- Grease (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)
- Hydraulic Oil (due to leaks or spills from vehicle/equipment usage/storage in the area; mobile maintenance truck)

4.1.3 Spills and Leaks

Spills and/or leaks can occur at rock crushing equipment; and leaks/spills from vehicles, equipment; mobile maintenance truck; and/or blowing debris that comes into contact with stormwater.

No reportable spills occurred within the past three years. Stormwater will flow into the existing drainage ditch and six inch pipe located to the east of the rock crushing operations designated Outfall 1 on Site Plan. From this drainage ditch and pipe, stormwater will follow the landfill's drainage structures and into Outfall 01.

4.2 MATERIAL STOCKPILE

4.2.1 Activities in the Area

Soil and/or rock stockpiles are located in and around the area of the rock crushing and asphalt plant operations. These stockpiles consist of various sizes of soil and rock materials. These soil/rock stockpiles are product resulting from the rock crushing facility.

4.2.2 Pollutants

Erosion of soil and rock stockpiles resulting in possible erosion of heavy minerals (such as iron and magnesium) and/or dust.

4.2.3 Spills and Leaks

Any spills and/or leaks for this activity can occur from stormwater eroding the face of the stockpiles resulting in erosion of the stockpile and causing soil, heavy minerals and dust pollution.

No reportable spills occurred within the past three years. Stormwater will flow into the existing drainage ditch located on the east side of the rock crushing operations designated Outfall 1 on Site Plan then into the landfill's drainage structures and then towards Outfall 01.

4.3 DUST GENERATION AND VEHICLE TRACKING OF INDUSTRIAL MATERIALS

4.3.1 Activities in the Area

Vehicles entering the rock crushing and asphalt plant operations areas can track soil, dust and other types of industrial materials away from the operation areas. This results in the possibility of stormwater coming in contact with soil, rock and industrial materials.

4.3.2 Pollutants

- Dust
- Soil
- Diesel
- Motor Oil
- Antifreeze
- Gasoline

4.3.3 Spills and Leaks

No reportable spills occurred within the past three years. Any spills and/or leaks for these activities result from equipment/vehicles tracking soil, dust and industrial materials.

Stormwater will flow into the existing drainage ditch located east of the rock crushing operation designated Outfall 1 on Site Plan and then towards the landfill's Outfall 01.

4.4 FUELING/MAINTENANCE AREAS

4.4.1 Activities in the Area

The major ASTs at the Site include:

- A 2,000 gallon double-walled diesel tank
- A 15,000 gallon double-walled burner oil tank
- A 50 ton double-walled tank which contains PG6428 oil
- A 1,000 gallon double-walled tank which contains diesel fuel
- A 100 gallon single-walled tank which contains diesel for heating used oil for asphalt plant (temporary)
- A 800 gallon used oil tank which is located in a lined containment area
- A 1,500 gallon diesel double-walled tank
- Mobile fuel vehicle which contains: 30 wt oil; antifreeze; grease; hydraulic oil; used oil; and diesel.

All tanks are used during maintenance of equipment activities and/or refueling of vehicles. Locations of these tanks are shown on the Site Plan (Figure 2).

4.4.2 Pollutants

The following list identifies the possible pollutants of this activity:

- Diesel fuel
- Used Oil
- Burner oil
- PG6428 binder oil
- Antifreeze
- Grease
- Hydraulic oil

The following areas are susceptible to potential spills or releases of the above materials:

- Drum and container storage areas leaking due to cracks, improper closure of drums/containers, exposure of containers/drums to outside weather when not protected by coverings and/or located inside a structure
- Loading and unloading of the above materials from storage tanks to vehicles and/or equipment
- Improper handling of products in equipment maintenance areas
- Structural integrity of aboveground storage tanks compromised
- Leaking vehicles/equipment parked in vehicle parking areas
- Breach in the liner of the containment area for the 800 gallon aboveground tank and 5 gallon buckets of grease and hydraulic fluids.

No reportable spills occurred within the past three years.

Stormwater runoff from the areas surrounding the ASTs flows to the drainage ditch located on the east side of the rock crushing plant designated Outfall 1 on Site Plan. From the drainage ditch stormwater flows towards the landfill's Outfall 01.

4.5 ASPHALT PLANT AREA

4.5.1 Activities in the Area

The making of asphalt is the activity in this area.

4.5.2 Pollutants

- Diesel fuel
- Used Oil
- Heat transfer oil
- PG6428 binder oil
- Hydraulic fluids
- Hydrated lime (dry form)
- Motor Oil
- Grease

4.5.3 Spills and Leaks

- Drum and container storage areas leaking due to cracks, improper closure of drums/containers, exposure of containers/drums to outside weather when not protected by coverings and/or located inside a structure
- Loading and unloading of the above materials from storage tanks to vehicles and/or equipment
- Improper handling of products in equipment maintenance areas
- Structural integrity of aboveground storage tanks compromised
- Leaking vehicles/equipment parked in vehicle parking areas

Stormwater runoff from the areas surrounding the asphalt plant flows along the entrance road and into the drainage ditch located on the east side of the asphalt plant designated Outfall 2 on Site Plan. From this drainage ditch stormwater flows towards the landfill's Outfall 01.

4.6 NON-STORMWATER DISCHARGES

The Site was evaluated for the presence of non-stormwater discharges. The following activities were identified as non-stormwater discharges.

4.6.1 Activities in the Area

There are two 1,000 gallon aboveground polyethylene holding tanks that contain water. This water is used in the rock crushing operation. This water is treated wastewater and is obtained from the landfill's effluent pond. The water is treated at the wastewater treatment plant and transported to the landfill.

4.6.2 Pollutants

There are no pollutants associated with this source of water. The source of water used within the rock crushing operation is effluent treated wastewater. The effluent water from the wastewater treatment plant has been treated to regulatory standards.

4.6.3 Spills and Leaks

Spills/leaks can occur due to overfill of the holding tank and spillage when water is removed from the tank. The integrity of the holding tanks could be compromised as the tanks age.

No reportable spills occurred within the past three years.

Spills and/or leaks from the holding tanks would be directed towards the entrance road and then to the drainage ditch located on the east side of the rock crushing operation. From the drainage ditch stormwater would flow towards Outfall 1 and into the landfill's Outfall 01.

4.7 SALT STORAGE

No salt is stored on the Site at this time.

4.8 SAMPLING DATA

No sampling of stormwater discharges has been conducted prior to the implementation of this SWPPP.

5.0 DESCRIPTION OF CONTROL MEASURES

This section of the SWPPP describes the pollution prevention measures, best management practices (BMPs), and other controls that will be implemented at the Site to reduce the potential for accidental releases and discharges of pollutants to stormwater runoff from the activities described in Section 4.0. Both structural and non-structural BMPs are presented below.

5.1 NON-NUMERIC TECHNOLOGY-BASED EFFLUENT LIMITS

5.1.1 Exposure Minimization

Material segregation or covering is used to minimize the potential for stormwater contamination resulting from many activities or materials located outdoors. These impacts are eliminated or reduced by covering the storage or activity area, repairing leaky equipment inside or under cover, keeping impacted materials inside, using berms or other diversion and containment structures to keep potential discharges isolated, segregating materials or activities away from drains or other runoff areas, or other such methods.

5.1.2 Good Housekeeping

Good housekeeping procedures are practical, cost-effective measures to maintain a clean and orderly operation to minimize the amount of potential sources of pollutants in stormwater discharges. Protocols for good housekeeping reduce the mishandling of chemicals and equipment.

5.1.3 Maintenance

Preventative maintenance includes regular and routine review, inspection, and maintenance of stormwater control structures or equipment, as well as other Site equipment that is exposed to stormwater.

Below is a list of the equipment and structures on which preventative maintenance is performed:

- **Hoses, fuel tanks, and fluid reservoirs on heavy equipment:** Check for corrosion, cracks, holes, splitting seams, or damaged or worn connections. As part of their routine activities, drivers and mechanics periodically check for corrosion, cracks, holes, or other damage.
- **Secondary containment around aboveground fuel tanks:** As part of the Site inspection program, check for erosion, cracks, or other damage.
- **Cans, pails or other canisters of vehicle fluids used for maintenance:** As part of their routine activities, Site personnel will check for tipped containers, leaking containers, corrosion, and fluids in improper containers.

- **Aboveground storage tanks:** As part of their routine activities, Site personnel will check for corrosion, cracks, holes, splitting seams, or damaged or worn connections.

5.1.4 Best Management Practices

The following BMPs are used at the Site:

- Instruction of employees on proper fueling, vehicle washing, and material storage techniques.
- Use dry cleanup methods (when possible) to clean spills.
- Perform preventive maintenance on ASTs and piping to detect potential leaks before they occur.
- Inspect the Site regularly for proper implementation of control measures.
- Keep inside and outside floors, pavement, and surfaces clean and dry.
- Dispose of greasy rags, oil filters, air filters, batteries, spent coolant, and degreasers in appropriate containers located inside or under cover.
- Segregate waste materials for easier reuse, disposal, and/or recycling.
- Remove and dispose of waste solvents (if used) using a professional solvent recycler.
- Drain oil filters before disposal or recycling.
- Drain and contain fluids from vehicles and "parts" vehicles if stored outside.
- Empty and clean drip pans in an appropriate manner.
- In outside maintenance areas, clean and pickup maintenance activities.
- Store petroleum hydrocarbon materials in covered and designated areas. Label all containers and confined areas in which these materials are stored.
- If petroleum hydrocarbon materials are temporarily stored outside, ensure that the area remains clean and not placed near storm drains.
- Inspect cleaning/wash area(s) regularly to ensure any random spills have been cleaned and removed from the area.
- Use spill control funnels when transferring liquids to tanks, drums, or other containers.

- Use proper equipment to move material containers to different locations.
- Keep removable drain covers, absorbent materials, and other spill response materials in the vicinity of drains and other areas of potential spills.

5.1.5 Spill Prevention and Response Procedures

An SPCC Plan has been completed for the Site and is attached to this SWPPP. The SPCC Plan will be followed by Site personnel as required.

5.2 SITE-SPECIFIC BMPs

The following Site-specific BMPs have been developed specifically for the Site to further define practices that will minimize the potential of pollution to enter stormwater discharge. The following are Site activities that are potential sources of stormwater discharge that require structural and non-structural BMPs:

- Stockpile Areas
- Dust Generation and Vehicle Tracking of Industrial Materials
- Fueling/Maintenance Areas
- Non-stormwater discharges

5.2.1 Soil Stockpile Areas

Sediment and erosion control are managed by watering stockpiles in areas where sediment erosion and dust can occur. A slightly hardened crust should be developed on a stable stockpile. After storm events, these stockpiles are checked to ensure the surface of the stockpile is stable and any erosion cracks, gullies, etc. are repaired and the stockpile watered if needed.

Additional erosion controls in these areas are further accomplished through armoring with rock riprap and erosion control matting ("silt fence"). In addition, stabilization of haul roads with pavement, and base course is utilized at the Site.

5.2.2 Dust Generation and Vehicle Tracking of Industrial Materials

Vehicles and equipment roads are watered periodically to minimize the generation of dust created from the vehicles/equipment during operations. Any mud tracked onto roadways during periods of inclement weather will be removed from the roads to avoid tracking onto public roads.

5.2.3 Fueling/Maintenance Areas

The main structural BMP for storage of petroleum hydrocarbon materials is the designed and designated storage areas. The main structural BMP for fueling activities are the secondary containment structures used for each tank.

The main storage areas are the vehicle and equipment, and maintenance areas. All drums, tanks, and other containment vessels are properly marked and labeled with the appropriate designation(s).

Equipment and vehicle maintenance will mostly be performed outside. Maintenance should be conducted on concrete or asphalt paving. Any spills should be cleaned immediately with appropriate materials.

The structural BMPs will include drip pans and absorbent materials (if applicable). Spills or leaks are cleaned up with appropriate spill response equipment in a timely manner, and disposed of in appropriate containers and managed accordingly.

The use of containment berms around the fuel tanks; drip pans or traps beneath vehicles or parts being cleaned; vehicle positioning to minimize the potential for vehicle impact to container and tanks; the use of absorbents (not water) to mitigate spills; appropriate signage and labeling of designated areas and containers; and proper security and Site access controls will help prevent unauthorized discharges, are all utilized at the Site.

In addition, the BMPs listed in Section 5.1.4 of the SWPPP should be utilized at the Site to ensure preventive maintenance is routinely performed, spills and/or leaks are immediately addressed, and good housekeeping protocol is maintained.

5.2.4 Non-Stormwater Discharges

As required by Section 2.1.2.10 of the MSGP, all unauthorized non-stormwater discharges have been eliminated at the Site. A certification of this, signed by the Responsible Official, is included in Appendix D-2. In the event that the SWPPP is updated, this certification will be updated as well.

6.0 SCHEDULES AND PROCEDURES

This section contains the schedules and procedures used to implement the control measures listed in Section 5 and the inspection and monitoring requirements of the MSGP.

6.1 CONTROL MEASURES

6.1.1 Good Housekeeping

Good housekeeping procedures are practical, cost-effective measures to maintain a clean and orderly operation to minimize the amount of potential sources of pollutants in stormwater discharges. Protocols for good housekeeping reduce the mishandling of chemicals and equipment.

Site personnel conduct periodic routine inspections for leaks, spills, condition of storage tanks, equipment, stockpiles, drums, containers, and holding ponds.

6.1.2 Maintenance

Preventative maintenance shall include regular and routine review, inspection, maintenance and repair of stormwater control structures or equipment, as well as other equipment that is exposed to stormwater. Preventive maintenance is performed to avoid situations that may result in leaks, spills, and other releases. Below is a list of the equipment and structures on which preventative maintenance is to be performed:

- **Hoses, fuel tanks, and fluid reservoirs on heavy equipment:** Check for corrosion, cracks, holes, splitting seams, or damaged or worn connections. As part of their routine activities, drivers and mechanics periodically check for corrosion, cracks, holes, or other damage.
- **Secondary containment around aboveground fuel tanks:** As part of the inspection program, check for erosion, cracks, or other damage to secondary containment structures and their associated equipment.
- **Cans, pails or other canisters of vehicle fluids used for maintenance:** As part of their routine activities, personnel check for damaged containers, leaking containers, corrosion, and fluids stored in improper containers.
- **Aboveground storage tanks:** As part of their routine activities, personnel check for corrosion, cracks, holes, splitting seams, or damaged or worn connections associated with petroleum hydrocarbon and/or chemicals tanks.
- **Stockpiles:** As part of their routine activities, personnel check for cracks and erosion gullies of stockpiles along their associated side slopes.

6.1.3 Spill Prevention and Response Procedures

Activities related to the prevention of spills and if necessary, response procedures are outlined in the Site's SPCC Plan. A current copy of the SPCC is stored in the same location as this SWPPP.

6.1.4 Employee Training

DelHur has developed and implemented an initial training program for pollution prevention team members focusing on stormwater issues associated with the Site operations. The initial training covered the following areas:

- Regulatory framework for stormwater discharges
- Purpose of the SWPPP
- Identification of activity areas which can result in a spill and leak release
- Spill prevention and response procedures
- Good housekeeping practices
- Materials management activities
- Recordkeeping

An annual employee-training program will be implemented by DelHur to inform personnel of the stormwater pollution prevention measures implemented at the Site. At a minimum, training will address management of MSW handling, used oil management, spent solvent management (if used), spill prevention and control, fueling procedures, general good housekeeping practices, proper painting procedures, and proper washing procedures. DelHur will provide training meetings for new pollution prevention team members on the use of the SWPPP. Documentation of employee training regarding the SWPPP will be maintained. Appendix D-4 provides the training documentation form.

6.2 INSPECTIONS

6.2.1 Routine Facility Inspections

Routine facility inspections are required on a monthly basis by Sections 4.1 and 8.L.7 of the MSGP. These inspections are in addition to the annual comprehensive site compliance evaluation as discussed in Section 6.2.3 of this SWPPP. Requirements for these inspections are listed below.

6.2.1.1 Responsible Person or Position

Routine facility inspections shall only be conducted by persons who are qualified as defined in Appendix A of the MSGP. Qualified personnel are those who possess the knowledge and skills to assess conditions and activities that could impact stormwater quality at the Site, and who can also evaluate the effectiveness of control measures. At least one member of the pollution prevention team must be present during the routine Site inspections.

6.2.1.2 Schedule

Routine Site inspections shall be conducted on a monthly basis during operating hours. At least once per calendar year, the inspection shall be conducted during a period when a stormwater discharge is occurring. If no discharges occurred at the Site during operating hours, documentation shall be included in the final routine Site Inspection report for the calendar year.

6.2.1.3 Inspection Procedures

All areas of the Site where industrial materials or activities are exposed to stormwater are required to be inspected. This includes the following areas: storage areas for vehicles and equipment awaiting maintenance, fueling areas, vehicle and equipment maintenance areas (outdoor areas only), stockpiles, and material storage areas. These areas will be visually inspected for the presence and cause of sedimentation, erosion, leaks, spilled product, and/or other conditions that may potentially contaminate stormwater discharged from the Site. Each Site inspection will be documented on form Appendix D-3. Records from these inspections will be maintained with the SWPPP.

Conditions that may potentially cause pollutants to encounter stormwater identified during the Site inspection will be corrected. Appropriate tracking and follow-up checks will be performed to ensure that the conditions have been rectified. Records will be maintained and changes to the SWPPP will be made as needed and as required by the MSGP corrective action section.

6.2.2 Quarterly Visual Assessments

Section 4.2 of the MSGP requires quarterly visual assessments of stormwater quality. Requirements for these assessments are outlined below.

6.2.2.1 Responsible Person or Position

All members of the pollution prevention team are authorized to conduct the quarterly visual assessments.

6.2.2.2 Schedule

Except as exempted based on adverse weather conditions, visual examinations of stormwater quality must be performed and documented at least once per quarter. Quarters applicable for visual assessments are defined as the following three month intervals:

- January 1 – March 31
- April 1 – June 30
- July 1 – September 30
- October 1 – December 31

A minimum of one grab sample shall be collected from a discharge resulting from a storm event that is greater than 0.1 inches in magnitude and that occurs at least 72-hours after the previous measurable (0.1 inches or greater) storm event. The 72-hour interval may be waived if there was

no measurable discharge from the previous event. The sample shall be collected within the first 30 minutes of discharge. If the collection of the grab sample is impracticable, then a grab sample may be taken during the first hour of the discharge. An explanation, as to why the grab sample could not be collected within the first 30 minutes, will be documented in the monitoring report. See section 6.2.2.4 below for the required forms to be completed for the monitoring report.

6.2.2.3 Assessment Procedures

The grab sample will be collected using a clear 1-liter glass bottle. The sample will be collected from the middle of the discharge or where turbulence is great and the flow well mixed. The visual examination must be conducted in a well-lit area. When possible, the same individual should carry out the collection and examination of discharges for the entire permit term. For this reason, sample collection will be conducted during normal business hours (Monday – Friday, 8 am – 5 pm). The examination must document observations of:

- Color
- Odor
- Clarity
- Floating solids
- Settled solids
- Suspended solids
- Foam
- Oil sheen
- Other obvious indicator of stormwater pollution

6.2.2.4 Documentation

See Appendix D-5 for the Quarterly Visual Assessment form to document this inspection. Results of quarterly visual assessments are not required to be submitted to EPA. In the event that the Site personnel are unable to complete any quarterly visual assessments, DelHur will document the reasons using the form in Appendix D-6. Any corrective action required as a result of the assessments shall be conducted and documented in accordance with Part 3 of the MSGP and Section 7 of this SWPPP.

6.2.2.5 Exceptions

Adverse Weather Conditions: If adverse weather conditions prevent the collection of samples during a quarterly sampling period, then additional sampling will be conducted during the next quarterly sampling period in addition to the regular sampling for that period. Adverse weather conditions may include conditions dangerous to personnel (e.g., local flooding, high winds, and

electrical storms) or otherwise make the collection of a sample impracticable (e.g., drought). Reasons for not collecting samples must be documented and placed in the records for the SWPPP (see Appendix D forms D-5 and D-6).

Irregular Stormwater Runoff: The Site is located in an arid climate; therefore stormwater runoff may occur in irregular frequencies. Therefore, the Site may choose to group the assessment events during rainy seasons as long as the 72 hour interval described in Section 6.2.2.2 of the SWPPP is followed.

6.2.3 Comprehensive Site Inspections

A comprehensive site compliance inspection and evaluation will be conducted to comply with Part 4.3 the MSGP. The evaluation confirms the accuracy of the description of potential pollution sources, determines the effectiveness of the SWPPP, and assesses the compliance with the terms and conditions of the MSGP.

6.2.3.1 Responsible Person or Position

Comprehensive site inspections must be conducted by qualified personnel with at least one member of the pollution prevention team participating.

6.2.3.2 Schedule

Comprehensive Site Inspections are required on an annual basis. Annual, as defined in Section 4.3.1 of the MSGP, means once during each of the following inspection periods:

- Year 1: September 29, 2008 – September 29, 2009
- Year 2: September 29, 2009 – September 29, 2010
- Year 3: September 29, 2010 – September 29, 2011
- Year 4: September 29, 2011 – September 29, 2012
- Year 5: September 29, 2012 – September 29, 2013

The Site will be waived from conducting the first Year 1 Comprehensive Site Inspection if the authorization to discharge is received after June 29, 2009.

6.2.3.3 Procedure

Comprehensive site inspections will be used to evaluate whether specified pollution mitigation measures are being properly implemented and to determine the effectiveness of each source reduction and control measure. The inspections will include visual inspections of the Site for evidence of, or the potential for, pollutants entering the run-off system. In addition, site operational or structural changes will be assessed to determine the potential impacts to stormwater discharge. The inspections may take the place of one regular site inspection when these schedules overlap as long as all components of both types of inspections are included.

The inspections will also include a thorough review of the contents of the SWPPP to verify that current situations and practices are reflected in the SWPPP. Any corrective actions taken as a result of the inspection shall be documented as required by Section 7 of the SWPPP.

6.2.3.4 Documentation

The comprehensive site inspection shall be documented using the report forms in Appendix D-7. Copies of the report shall be kept with the SWPPP in accordance with the recordkeeping requirements of the MSGP (see Section 8 of the SWPPP).

One copy of the report must be submitted to EPA with the annual report (see Section 8 of the SWPPP) for the full requirements of the annual report.

6.3 MONITORING

6.3.1 Monitoring Location

Currently, the Site has two outfalls (Outfall 1 and Outfall 2) that discharges stormwater that originates in areas of industrial activities at the Site (see Site Plan for locations).

6.3.2 Monitoring Procedures

A minimum of one grab sample shall be collected using a packaged sampling kit from a discharge resulting from a storm event that is greater than 0.1 inches in magnitude and that occurs at least 72-hours after the previous measurable (0.1 inches or greater) storm event. The 72-hour interval may be waived if there was no measurable discharge from the previous event.

The sample shall be collected within the first 30 minutes of discharge. If collection of the grab sample is impractical, then a grab sample may be taken during the first hour of the discharge. In this case, an explanation as to why the grab sample could not be collected within the first 30 minutes, will be documented in the monitoring report.

Sampling kits are available from the following company:

Hall Environmental Analysis Laboratory
4901 Hawkins St NE
Albuquerque, NM 87109-4337
<http://www.hallenvironmental.com/home/>
(505) 345-3975

As an alternative to the above sampling kit, a discreet sampler may be installed at the discharge points – Outfall 1 and Outfall 2 to collect the sample as a stormwater event occurs. These samplers are Nalgene samplers, which are made entirely of plastic, with a ball that rises as the container fills to stop further filling.

The following information must also be recorded for each sampling event.

- Date

- Duration (in hours) of storm event(s) sampled
- Rainfall measurements or estimates for the storm event that generated the discharge
- Duration between the storm event sampled and the end of the previous measurable storm event
- A chain of custody form should accompany the sampling kits after the samples have been obtained.

6.3.3 Data Reporting

Results of all monitoring must be submitted to the USEPA within 30 days of receipt of results. MSGP Discharge Monitoring Reports (MDMRs) must be submitted electronically via the e-NOI center (www.epa.gov/npdes/eNOI) or in paper form to the following address no later than 30 days after laboratory results have been received:

Via US Mail

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Mail Code 4203M, ATTN: MSGP Reports
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Via Overnight/Express Delivery:

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Room 7420, ATTN: MSGP Reports
1201 Constitution Avenue, NW
Washington, D.C. 20004
Phone number: 202-564-9545

At the time the SWPPP was prepared, EPA had not published a copy of the MDMR report form. Upon publishing the report, the MDMR form, a copy of the form shall be kept in Appendix D-8.

In the event that the site personnel are unable to complete a monitoring event, DelHur will document the reasons using the form in Appendix D-6.

6.3.4 Benchmark Monitoring

Benchmark monitoring is required by Part 6.2.1 of the MSGP. Requirements for the monitoring are presented in this section.

6.3.4.1 Frequency of Sampling

Monitoring requirements in the MSGP begin in the first full quarter following either April 1, 2009 or the date of discharge authorization, whichever date comes later. Applicable monitoring quarters correspond to the following 3-month intervals:

- January 1 – March 31
- April 1 – June 30
- July 1 – September 30
- October 1 – December 31

For example, if the Site obtains permit coverage on June 2, 2009, then the first monitoring quarter would be July 1 - September 30, 2009. Because the Site is located in an arid climate, the monitoring schedule may be modified to correspond with the rainy season if the revised schedule is documented in the SWPPP and provided to EPA with the first monitoring report.

Benchmark monitoring will be conducted during normal business hours (Monday – Friday, 8 am – 5 pm) and should be performed by the same individual for each quarter's sampling where possible.

6.3.4.2 Numeric Control Values

The Site must be monitored for total suspended solids (TSS). The benchmark concentration is 100 milligrams per liter (mg/L) for total suspended solids (TSS).

6.3.4.2.1 Data Not Exceeding Benchmark

If the average value of the quarterly benchmark monitoring measurements does not exceed the benchmark during the first four quarters of monitoring, then the Site will have met the benchmark monitoring requirements for the permit term. In the event that any parameter being monitored for does not exceed the detection limits for that species, a value of zero may be used. In the event that the sample value falls between the method detection level and the quantitation limit (i.e., a confirmed detection but below the level that can be reliably quantified), use a value halfway between zero and the quantitation limit.

6.3.4.2.2 High Benchmark Concentrations

After collection of 4 quarterly samples, if the average of the 4 monitoring values for any parameter exceeds the benchmark, the Site must, in accordance with Part 7 of the MSGP, review the selection, design, installation, and implementation of control measures to determine if modifications are necessary to meet the effluent limits in this permit, and either:

- Make the necessary modifications and continue quarterly monitoring until the Site has completed 4 additional quarters of monitoring for which the average does not exceed the benchmark; or

- Make a determination that no further pollutant reductions are technologically available and economically practicable and achievable in light of best industry practice to meet the technology-based effluent limits or are necessary to meet the water-quality-based effluent limitations in Part 2 of the MSGP, in which case the Site must continue monitoring once per year. The Site must also document the rationale for concluding that no further pollutant reductions are achievable, and retain all records related to this documentation with the SWPPP. DelHur must also notify EPA of this determination in the next benchmark monitoring report.

In accordance with Section 7 of the SWPPP, DelHur must review the control measures and perform any required corrective action immediately (or document why no corrective action is required), without waiting for the full four quarters of monitoring data, if an exceedance of the quarter average is mathematically certain. If after modifying the control measures and conducting 4 additional quarters of monitoring, the average still exceeds the benchmark (or if an exceedance of the benchmark by the four quarter average is mathematically certain prior to conducting the full 4 additional quarters of monitoring), DelHur must again review the control measures and take one of the two actions above.

6.3.4.3 Natural Background Pollutant Levels

Following the first four quarters of benchmark monitoring (or sooner if the exceedance is triggered by less than four quarters of data, see above), if the average concentration of a pollutant exceeds a benchmark value, and the Site determines that exceedance of the benchmark is attributable solely to the presence of that pollutant in the natural background, the Site is not required to perform corrective action or additional benchmark monitoring provided that:

- The average concentration of the benchmark monitoring results is less than or equal to the concentration of that pollutant in the natural background;
- DelHur documents the supporting rationale for concluding that benchmark exceedances are in fact attributable solely to natural background pollutant levels. This documentation should be kept with the SWPPP and be available to EPA if requested to review. DelHur must include in the supporting rationale any data previously collected (including literature studies) that describe the levels of natural background pollutants in the stormwater discharge; and
- DelHur notifies EPA on the final quarterly benchmark monitoring report that the benchmark exceedances are attributable solely to natural background pollutant levels.

Natural background pollutants include those substances that are naturally occurring in soils or groundwater. Natural background pollutants do not include legacy pollutants from earlier activity on the Site, or pollutants in run-on from neighboring sources which are not naturally occurring.

6.3.5 Effluent Limitations Monitoring

Effluent limitations monitoring is required by Part 6.2.2 of the MSGP. Requirements for Sector J industrial activities as described in Table 6-1 of Part 6.2.2.1 apply to mine dewatering discharges at crushed stone, construction sand and gravel, or industrial sand mining facilities, and therefore do not apply to this Site. Requirements for Sector D industrial activities as described in Table 6-1 of Part 6.2.2.1 apply to asphalt emulsion facilities and therefore do apply to this Site. Requirements for the monitoring are presented as follows.

6.3.5.1 Frequency of Sampling

Effluent Limitations Monitoring is required on an annual basis beginning on the later of the first full quarter after April 1, 2009 or the date the Site receives authorization for discharging.

6.3.5.2 Numeric Control Values

Numeric control values for effluent limitations monitoring

Table 1 – Numeric Control Values for Effluent Limitations Monitoring

Industrial Activity	Parameter	Effluent Limit
Discharges from asphalt emulsion facilities	Total Suspended Solids (TSS)	23.0 mg/L, daily maximum 15.0 mg/L, 30-day avg.
	pH	6.0 – 9.0 s.u.
	Oil and Grease	15.0 mg/L, daily maximum 10 mg/L, 30-day avg.

6.3.6 State-Specific Monitoring

The State of New Mexico does not currently require additional state-specific monitoring. In the event that the State of New Mexico requires additional monitoring in the future, this section will be updated.

6.3.7 Impaired Waters Monitoring

The Site does not discharge to impaired receiving waters; therefore this type of monitoring is not required.

6.3.8 Other Monitoring as Required by EPA

In the event that EPA requires additional monitoring, the Site will comply in a timely manner.

6.3.9 Follow-Up Monitoring

Follow up monitoring is required within 30 days or the next qualifying runoff event, should none occur within 30 days, of implementing corrective action (s) taken pursuant to Part 3 of the MSGP in response to exceedances of a numeric effluent limit contained in the permit. Monitoring must be performed for any pollutant(s) that exceeds the effluent limit. If the follow-up monitoring exceeds the applicable effluent limitation, the following subsections must be implemented.

6.3.9.1 Exceedance Report

If follow-up monitoring exceeds a numeric effluent limit, DelHur must submit an exceedance report to EPA (see Section 6.3.3 of the SWPPP for addresses for filing reports) no later than 30 days after the laboratory results have been received. The report must include:

- NPDES permit tracking number
- Site name, physical address and location
- Name of receiving water
- Monitoring data from this and the preceding monitoring events
- An explanation of the situation, what has been done and what is intended to do to correct the violation
- An appropriate contact name

6.3.9.2 Continued Monitoring

Follow-up monitoring must continue, at least quarterly or when appropriate, until the discharge is in compliance with the effluent limit or until EPA waives the requirement for additional monitoring.

7.0 CORRECTIVE ACTIONS

7.1 CONDITIONS REQUIRING REVIEW AND REVISION TO ELIMINATE PROBLEMS

Corrective action must be initiated when any of the following applies:

- An unauthorized release or discharge (e.g., spill, leak, or discharge of non-stormwater not authorized by this or another NPDES permit) occurs;
- A discharge violates a numeric effluent limit;
- Site becomes aware, or EPA determines, that control measures are not stringent enough for the discharge to meet applicable water quality standards;
- An inspection or evaluation of the Site by an EPA official, or local, State, determines that modifications to the control measures are necessary to meet the non-numeric effluent limits for the Site; or
- Routine Site inspections, quarterly visual assessments, or comprehensive site inspections find that control measures are not being properly operated and maintained.

7.2 CONDITIONS REQUIRING REVIEW TO DETERMINE IF MODIFICATIONS ARE NECESSARY

If any of the following conditions occur, DelHur must review the selection, design, installation, and implementation of control measures to determine if modifications are necessary to meet the effluent limits in the MSGP:

- Construction or a change in design, operation, or maintenance at the Site significantly changes the nature of pollutants discharged in stormwater from the Site, or significantly increases the quantity of pollutants discharged; or
- The average of four quarterly sampling results exceeds an applicable benchmark. If less than 4 benchmark samples have been taken, but the results are such that an exceedance of the 4 quarter average is mathematically certain (i.e., if the sum of quarterly sample results to date is more than 4 times the benchmark level) this is considered a benchmark exceedance, triggering this review.

7.3 CORRECTIVE ACTION DEADLINES

Document any of the conditions listed in Sections 7.1 and 7.2 of the SWPPP within 24 hours of making such discovery. Subsequently, within 14 days of such discovery, document any corrective action(s) to be taken to eliminate or further investigate the deficiency, or if no corrective action is needed, the basis for that determination. Specific documentation required within 24 hours and 14 days is detailed in Section 7.4 of the SWPPP. If DelHur determines that changes are necessary following the review, any modifications to control measures must be made before the next storm event if possible, or as soon as practicable following that storm event. These time intervals are not grace periods, but are schedules considered reasonable for documenting findings and for making repairs and improvements. They are to ensure that the conditions prompting the need for these repairs and improvements are not allowed to persist indefinitely.

7.4 CORRECTIVE ACTION REPORT

Within 24 hours of discovery of any condition listed in Sections 7.1 and 7.2 of the SWPPP, document the following information (i.e., questions 3-5 of the Corrective Actions section in the Annual Reporting Form, provided in Appendix D-7 of the SWPPP):

- Identification of the condition triggering the need for corrective action review;
- Description of the problem identified; and
- Date the problem was identified.

Within 14 days of discovery of any condition listed in Sections 7.1 and 7.2 of the SWPPP, document the following information (i.e., questions 7-11 of the Corrective Actions section in the Annual Reporting Form, provided in Appendix D-7 of the SWPPP):

- Summary of corrective action taken or to be taken (or, for triggering events identified in Section 7.2 of the SWPPP where DelHur determines that corrective action is not necessary, the basis for this determination);
- Notice of whether SWPPP modifications are required as a result of this discovery or corrective action;
- Date corrective action initiated; and
- Date corrective action completed or expected to be completed.

DelHur must submit this documentation in an annual report as required in Section 7.2 of the SWPPP and retain a copy onsite with the SWPPP.

7.5 EFFECT OF CORRECTIVE ACTION

If the event triggering the review is a permit violation (e.g., non-compliance with an effluent limit), correcting it does not remove the original violation. Additionally, failing to take corrective action in accordance with this section is an additional permit violation. EPA will

consider the appropriateness and promptness of corrective action in determining enforcement responses to permit violations.

8.0 RECORDKEEPING AND REPORTING

8.1 RECORDKEEPING

The SWPPP establishes a recordkeeping system to document compliance with MSGP provisions and to provide a means of tracking the progress of pollution prevention efforts.

Examples of forms to use are presented in various appendices of the SWPPP. Copies of completed forms should be kept in Appendix I or filed with the SWPPP. All records are to be maintained in the SWPPP for at least three years after coverage under the MSGP expires.

The SWPPP and other related records will be made available upon request to the Assistant Administrator for Fisheries for the National Oceanic and Atmospheric Administration (NOAA), the United States Fisheries and Wildlife Service (USFW) Regional Director, or authorized representatives of these officials.

8.2 REPORTING

8.2.1 Monitoring Data

All monitoring data must be submitted within 30 days of the receipt of analytical data. See Section 6.3.3 of the SWPPP for details regarding the reporting of monitoring data.

8.2.2 Annual Report

An annual report must be submitted to the EPA. This report includes the findings of the comprehensive site inspection and any documentation of corrective actions performed throughout the year and as a result of the comprehensive site inspection. If corrective action is not yet completed at the time of submission of this annual report, the report must describe the status of any outstanding corrective action(s). The format of the annual report should follow the EPA-prepared Annual Reporting Form provided as Appendix D-7. DelHur must submit the annual report to EPA within 45 days (postmark date) after conducting the comprehensive site inspection to the address identified in Section 8.2.5 of the SWPPP.

8.2.3 Exceedance Report

If follow-up monitoring exceeds a numeric effluent limit, DelHur must submit an exceedance report to EPA no later than 30 days after the receipt of lab results. See Section 6.3.9.1 of the SWPPP for exceedance report details.

8.2.4 Additional Reporting

Where applicable, the following information must be submitted to EPA Headquarters at the appropriate address in Section 8.2.5 of the SWPPP:

- Planned changes (see Appendix B, Subsection 12.A of the MSGP) – Give notice to EPA as soon as possible of any planned physical alterations or

additions to the Site that qualify the change as a new source or that could significantly change the nature or significantly increase the quantity of pollutants discharged;

- Anticipated noncompliance (see Appendix B, Subsection 12.B of the MSGP) – Give advance notice to EPA of any planned changes in the permitted Site or activity which DelHur anticipates will result in noncompliance with permit requirements;
- Transfer of ownership and/or operation –Submit a complete and accurate NOI in accordance with the requirements of Appendix G of the MSGP and by the deadlines specified in Table 1-2 of the MSGP;
- Compliance schedules (see Appendix B, Subsection 12.F of the MSGP) - Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit must be submitted no later than 14 days following each schedule date;
- Other noncompliance (see Appendix B, Subsection 12.G of the MSGP) - Report all instances of noncompliance not reported in the monitoring report, compliance schedule report, or 24-hour report at the time monitoring reports are submitted; and
- Other information (see Appendix B, Subsection 12.H of the MSGP) – Promptly submit facts or information if DelHur becomes aware that it failed to submit relevant facts in the NOI, or that DelHur submitted incorrect information in the NOI or in any report.

8.2.5 Addresses for Reports

Paper copies of monitoring reports and the annual report should be sent to one of the following addresses:

Via US Mail

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Mail Code 4203M, ATTN: MSGP Reports
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

Via Overnight/Express Delivery:

U.S. Environmental Protection Agency
Office of Water, Water Permits Division
Room 7420, ATTN: MSGP Reports
1201 Constitution Avenue, NW
Washington, D.C. 20004
Phone number: 202-564-9545

9.0 DOCUMENTATION

9.1 ENDANGERED SPECIES

As a part of obtaining the Site's solid waste facility permit, a thorough review of threatened and endangered species was conducted at the Site. Any threatened and endangered species located on site were relocated. Therefore, this Site is eligible per Appendix E, Criteria A of the MSGP. Documentation of the relocation project is presented in Appendix G of this SWPPP.

9.2 HISTORIC PROPERTIES

Based on a review of the list of historic properties on the NRIS, there are no historic properties included on the NRIS list; thus, stormwater discharges from the Site will not impact historic properties. Therefore, the Site is eligible for coverage under Appendix F, Criteria B of the MSGP. A letter from the New Mexico Deputy State Historic Preservation Officer confirming this is presented in Appendix H of the SWPPP.

9.3 NEPA REVIEW

The National Environmental Policy Act (NEPA) is a environmental law that was signed into law on January 1, 1970. The law established a U.S. national policy promoting the enhancement of the environment and to set up procedural requirements for all federal government agencies to prepare environmental assessments (EAs) and Environmental impact statements (EISs).

A NEPA is not applicable for this Site.

9.4 ADDITIONAL DOCUMENTATION REQUIREMENTS

The following records/documents must be kept with the SWPPP:

- A copy of the NOI submitted to EPA along with any correspondence exchanged between DelHur and EPA specific to coverage under this permit (Appendix B of the SWPPP);
- A copy of the acknowledgment letter DelHur receives from the NOI Processing Center or eNOI system assigning the permit tracking number (Appendix B of the SWPPP);
- A copy of the MSGP permit (Appendix A of the SWPPP or an electronic copy easily available to SWPPP personnel is also acceptable);
- Descriptions and dates of any incidences of significant spills, leaks, or other releases that resulted in discharges of pollutants to waters of the U.S., through stormwater or otherwise; the circumstances leading to the release and actions taken in response to the release; and measures taken to prevent the recurrence of such releases (see Part 2.1.2.4 of the MSGP);

- Records of employee training, including date training received (use the Employee Training Checklist (Appendix D-4 of the SWPPP);
- Documentation of maintenance and repairs of control measures, including the date(s) of regular maintenance, date(s) of discovery of areas in need of repair/replacement, and for repairs, date(s) that the control measure(s) returned to full function, and the justification for any extended maintenance/repair schedules (see Part 2.1.2.3 of the MSGP);
- All inspection reports, including the Site Inspection Form and SWPPP Evaluation Report (Appendix D-3 of the SWPPP), the Quarterly Discharge Monitoring Visual Examination form (Appendix D-5 of the SWPPP), and the Annual Reporting form (Appendix D-7 of the SWPPP);
- Description of any deviations from the schedule for visual assessments and/or monitoring, and the reason for the deviations (e.g., adverse weather or it was impracticable to collect samples within the first 30 minutes of a measurable storm event) (use the Quarterly Assessment/Benchmark Monitoring/Effluent Limitations Monitoring Waiver form Appendix D-6 of the SWPPP);
- Description of any corrective action taken at the Site, including triggering event and dates when problems were discovered and modifications occurred;
- Documentation of any benchmark exceedances and how they were responded to, including either (1) corrective action taken, (2) a finding that the exceedance was due to natural background pollutant levels, or (3) a finding that no further pollutant reductions were technologically available and economically practicable and achievable in light of best industry practice consistent with Part 6.2.1.2 of the MSGP.

FIGURES 1A & 1B
SITE VICINITY MAPS



SCS ENGINEERS

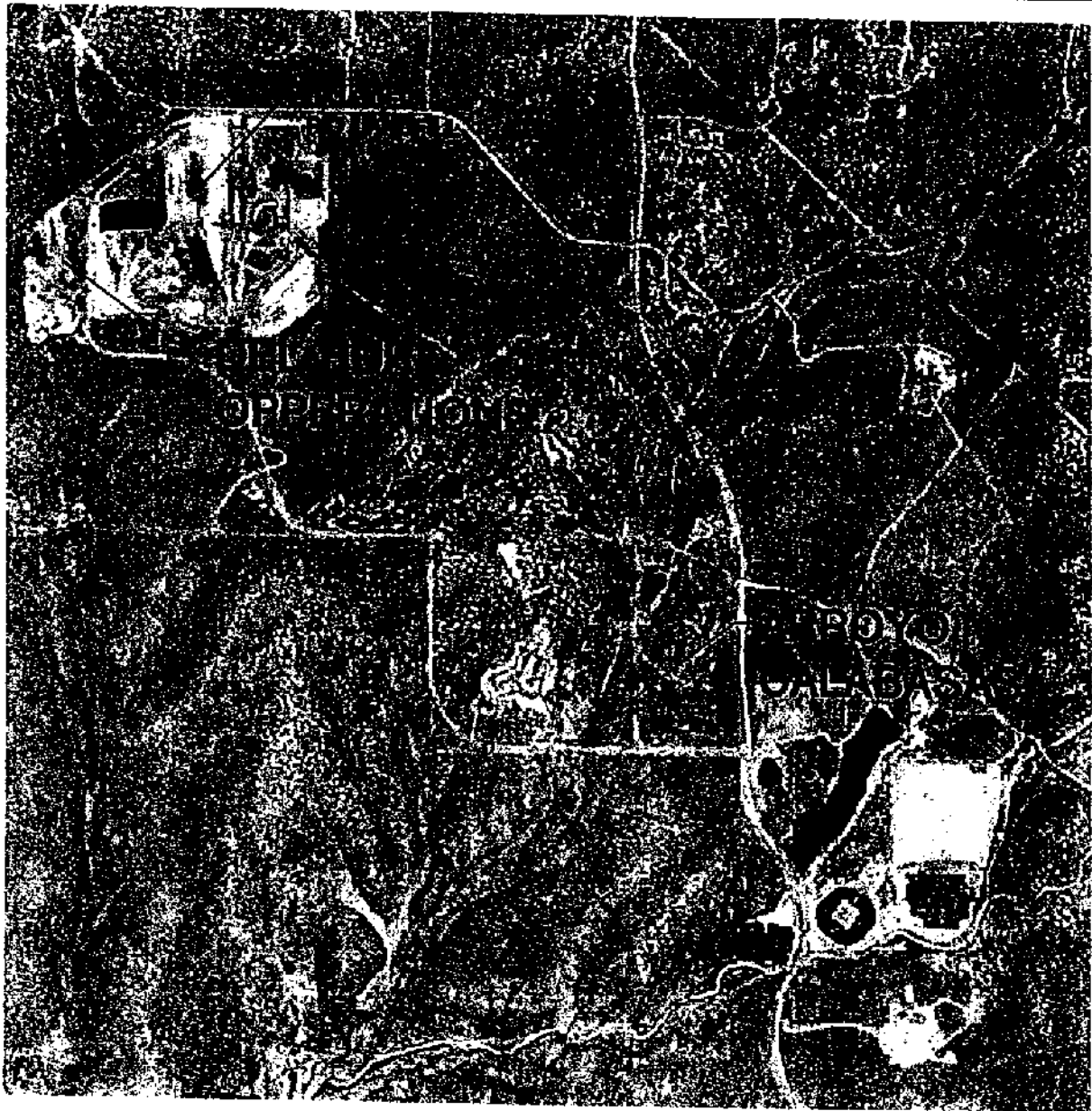
"Superior Customer Service"

SITE VICINITY MAP

Stormwater Pollution Prevention Plan
DEL HUR INDUSTRIES, INC.

Project Number:
16.209051.00

Figure 1A



0 2,000' 4,000'

SCALE IN FEET
1"=2,000'

SCS ENGINEERS

"Superior Customer Service"

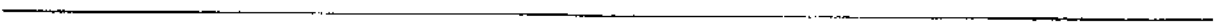
SITE LOCATION MAP

Stormwater Pollution Prevention Plan
DEL HUR INDUSTRIES, INC.

Project Number:
16.209051.00

Figure 1B

FIGURE 2
SITE PLAN



FINAL

Caja del Rio Landfill
Noise Analysis Memorandum

*Santa Fe Solid Waste
Management Agency*

March 28, 2014

**CDM
Smith**



Memorandum

To: *Randall Kippenbrock, PE, Executive Director, SFSWMA*

From: *Kelly Collins, PG, BCES*
Asami Tanimoto, PE

Date: *March 28, 2014*

Subject: *Caja del Rio Landfill Noise Analysis*

Santa Fe Solid Waste Management Agency (SFSWMA) is proposing to expand the Caja del Rio Landfill (Landfill) laterally and vertically to increase its capacity. The SFSWMA property boundary encompasses shows 646.4 acres of which 495 acres is within the boundary of the solid waste facility. If approved by the New Mexico Environment Department, the existing landfill (West Phase) would be expanded vertically 40 feet above the current permitted elevation. The ultimate vertical extent would be 85 to 95 feet above ground level. This modification will optimize the use of lined areas, maximize the air space, and extend the life of the current landfill by 22 - 28 years (depending on disposal rate). A lateral expansion of 54 acre lined landfill area (East Phase) would have a vertical extent of 70 to 110 feet above ground level and 115 to 135 feet below ground level. This modification will extend the life of the current landfill by 25 - 32 years (depending on disposal rate).

At the January 10, 2013 community meeting, residents living near the Landfill expressed their concerns about increased noise that might accompany the proposed lateral and vertical expansion of the landfill. A noise study has been conducted to assess the existing and potential future noise levels.

Noise Concepts

Sound is mechanical energy characterized by the rate of oscillation of sound waves (frequency), the speed of propagation, and the pressure level (amplitude). The human ear experiences sound as pressure on the ear. A logarithmic scale is used to relate sound pressure to a common reference pressure, which is usually 20 micro-Pascals (Pa), yielding the sound pressure level (SPL). SPL is measured in dimensionless units of decibels (dB). The commonly accepted limits of human hearing to detect sound are between the threshold of hearing at 0 dB and the threshold of pain at 140 dB. **Figure 1** shows the range of sound levels of common indoor and outdoor activities in dB and corresponding Pa.

Sound frequencies are represented in units of Hertz (Hz), which correspond to the number of vibrations per second of a given tone. The commonly accepted audible frequency is between 20 Hz

and 20,000 Hz, and human hearing is most sensitive to the frequencies between 1,000 Hz and 6,000 Hz. The A-weighted scale is adjusted to frequencies most sensitive to human ears. Sound levels that are measured using the A-weighted scale are expressed as dBA. All noise levels in this report will be expressed in dBA.

Because sounds in the environment usually vary with time, they cannot simply be described with a single number. One method used to describe variable sounds is the equivalent noise level, which is derived from a large number of moment-to-moment A-weighted noise level measurements. The equivalent noise level (Leq) is the constant sound level that in a given period has the same sound energy level as the actual time-varying sound pressure level. Leq provides a methodology for combining noise from individual events and steady state sources into a measure of cumulative noise exposure.

A key concept in evaluating potential noise impacts is the perceived effect of incremental increases in existing noise levels. The effect of increasing noise levels is presented in **Table 1**. The table shows that an increase of 3 dBA is barely perceptible, an increase of 5 dBA is noticeable, and that a 10 dBA increase would be perceived by someone to be a doubling of the noise level (loudness). In practice, the goal of a noise impact analysis is usually to show that the proposed project would result in no more than a 5-dBA increase in noise level.

Table 1 Decibel Changes and Loudness

Sound Level Change (dBA)	Relative Loudness ^{1,2}
0	No change
+3	Barely perceptible change
+5	Noticeable change
+10	Twice as loud
+20	Four times as loud

Source: FHWA. 2011. *Highway Traffic Noise: Analysis and Abatement Guidance*.

Key:

¹ Loudness pertains only to the perceived magnitude of a sound or sounds. Loudness does not describe the tonal qualities of one or more sounds. Two sounds can have the same sound level magnitudes, and can sound "just as loud", and be distinguishable because of differing tones (frequencies).

² Relative to the loudness of an initial sound level. For example, the loudness of a 63 dBA sound would be barely perceptible from the loudness of a 60 dBA sound. An 80 dBA sound would generally be perceived as four times as loud as a 60 dBA sound.

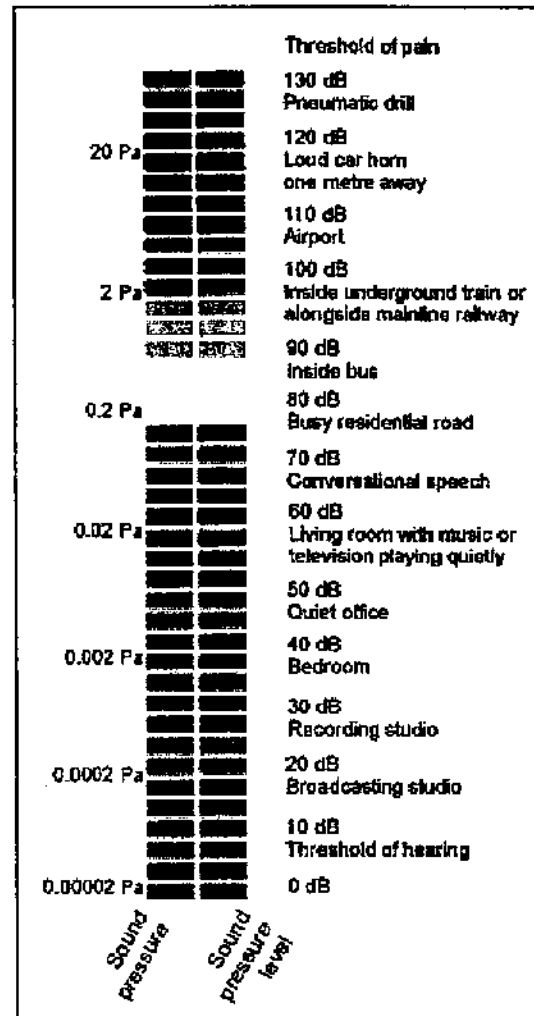


Figure 1 Common Noise Levels

Source:
https://www.osha.gov/dts/osta/otm/noise/health_effects/soundpropagation.html

The degree of disturbance or annoyance of unwanted sound depends on three things:

- The amount and nature of intruding noise;
- The relationship between the ambient noise and the intruding noise; and
- The type of activity occurring when the intruding noise is heard.

It is important to note that individuals have different hearing sensitivity to noise; loud noises bother some more than others and some individuals become angered if an unwanted noise persists. The time patterns of noise also enter into a person's judgment of whether or not a noise is objectionable. For example, noises occurring during sleeping hours are usually considered to be more objectionable than the same noises in the daytime.

Individuals tend to judge the annoyance of an unwanted sound in terms of its relationship to noise from other sources (ambient noise). The blowing of a car horn at night, when ambient noise levels are lower, (e.g. 45 dBA) would generally be much more objectionable than the blowing of a car horn in the afternoon, when ambient noise levels might be 55 dBA.

Because noise levels are measured on a logarithmic scale, noise levels cannot be added using simple arithmetic. If there are two sources with the same noise level, then the combined noise level is 3 dB higher than the single source noise level. If the two noise levels differ by 1 to 2 dB, then 2 dB is added to the higher noise level. If two noise levels differ by more than 10 dB, then nothing is added to the higher noise level.

These noise concepts are used in the noise analysis for the Landfill.

Santa Fe Noise Regulation

Title XIII (*General Offenses*) of the Santa Fe County Code of Ordinances includes a chapter (Chapter 131) dedicated to Noise Control and Public Nuisances. The noise ordinance in Chapter 131 is based on Ordinance Number 2009-11, *An Ordinance to Prohibit Excessive, Unnecessary and Unreasonable Noise and Public Nuisances*, adopted on October 27, 2009. Section 131.21 lists the following noise limits for locations 25 feet from the exterior perimeter of a noise sensitive unit:

- 60 dBA between 10:00 pm and 7:00 am
- 75 dBA between 7:00 am and 10:00 pm

These limits cannot be exceeded for more than 5 consecutive minutes or for 10 minutes in any 30 minutes. Noise levels that are 15 dBA above those thresholds are prohibited at any time. Also, permitted blasting activities are limited to hours between 9:00 am and 4:00 pm on weekdays (Section 131.22).

Existing Noise Levels

The initial step in a noise analysis involves measuring ambient noise levels to characterize the existing noise conditions. Noise measurements were taken with a Type 1 SoundPro DL sound level meter, mounted 5 feet above ground level on a tripod. Measurements were taken near the perimeter and outside of the Landfill for ambient readings and at the Landfill, near noise sources. The majority of the noise measurements were taken on March 10, 2014 (Monday). One measurement was taken near the residential area on March 9, 2014 (Sunday) to determine if the ambient noise levels are different on a weekday versus a weekend.

Existing noise sources at the landfill include the following:

- Rock crushing operation to the east of the current working face.
- Heavy equipment (including backup alarms), waste hauling truck activity, and bird cannon at the working face.

Locations within the Landfill for noise source measurements were selected based on proximity to the noise source, accessibility, and safety. Future noise levels were predicted based on these measured source noise levels.

Noise levels were measured for 20 minutes at each location and Leq was collected for each site logged in one minute intervals. One minute data log is important to determine any aberrant noise events at each site. Sources of noise were noted during the noise measurements. When measuring noise levels adjacent to Caja del Rio Road, traffic volumes were counted. Field sheets and noise meter output are provided as **Attachment A**.

Measured Leq at each monitoring location is shown in **Figure 2**. The noise source to measurement location distance varies depending on the measurement location. For better comparison, where multiple measurements were taken near a similar source (i.e. working face and Caja del Rio Rd), the measured noise levels were normalized to a distance of 50 feet between the noise source and measurement location. These normalized noise levels may be much higher than those presented in Figure 2 if the actual measurement location to noise source distances were farther apart (i.e. noise level at 850 feet from the noise source would be lower than at 50 feet from the same noise source). These normalized noise levels are discussed below.

Meteorological data collected at Santa Fe Municipal Airport, approximately 4.5 miles south of the project area, on March 10, 2014 shows moderate winds predominantly from the north in the morning and predominantly from the southwest in the afternoon and no precipitation during the monitoring period.¹

¹ Weather Underground, Weather History for Santa Fe, NM
<http://www.wunderground.com/history/airport/KSAF/2014/03/10/DailyHistory.html>

**CDM
Smith**

Santa Fe Solid Waste Management Agency
 Caja del Rio Landfill Noise Analysis

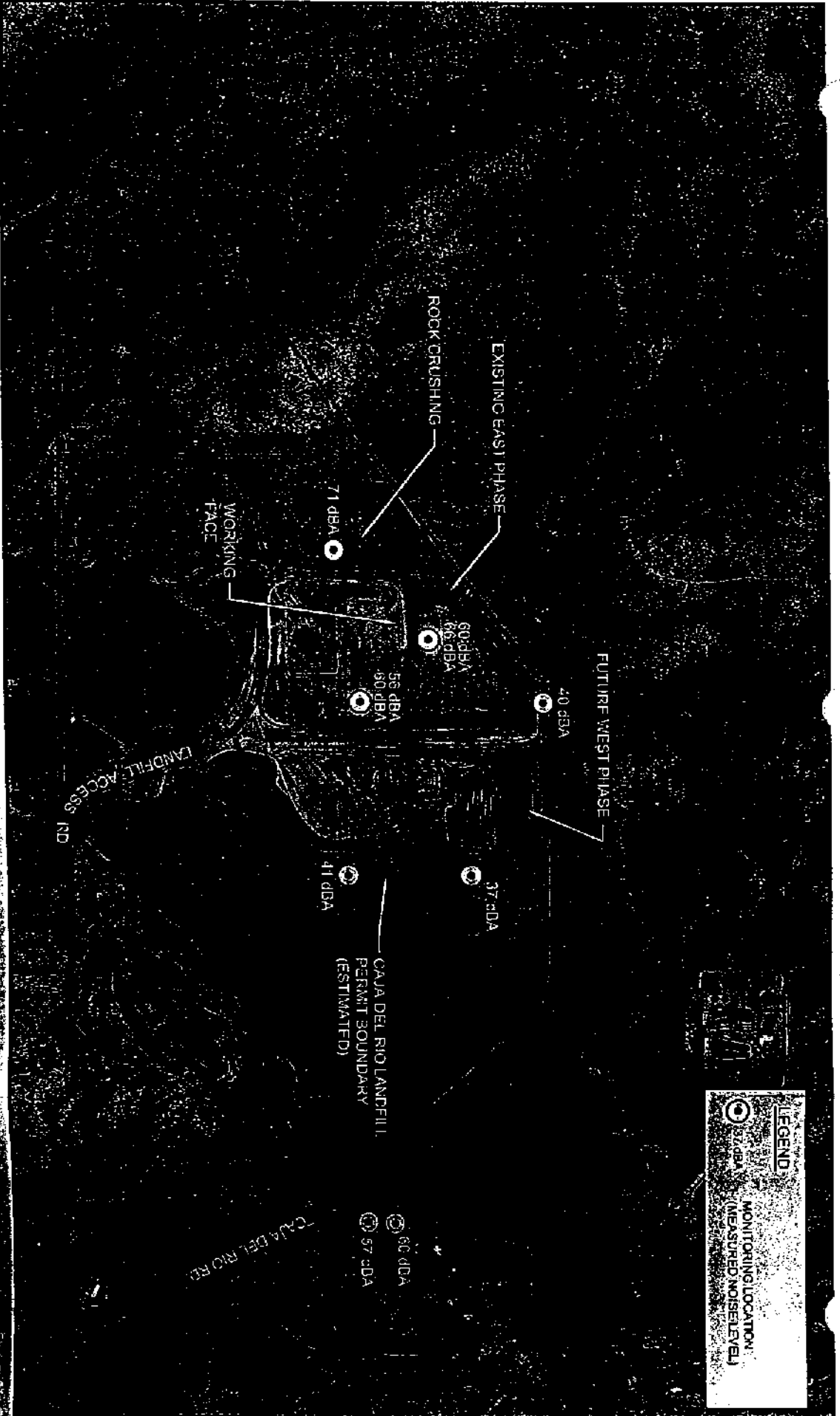


Figure A-2
 Measured Noise Levels
 March 2014

At the time of the site visit, basalt pile surrounded the rock crushing activity, providing a noise barrier to areas outside of the basalt operation area. Noise level was measured behind the Del Hur trailer where rock crushing operation was visible through the truck access to the crushing area. Crushing noise was fairly constant during the 20 minute measurement and therefore, a single 20-minute measurement was deemed sufficient. The 20-minute average noise level was normalized to 83 dBA at 50 feet from the source.

Noise levels were measured around the current working face (Cell 4B) to quantify noise levels from heavy equipment (i.e. compactor, dozer) and various waste hauling trucks. The bird cannon was in operation at the working face, adding intermittent popping noise approximately every 1-3 minutes. Hammering noise from equipment working on the bottom surface of Cells 5B and 6B, immediately to the south of Cell 4B, could not be isolated and could be heard from the measurement locations around Cell 4B. When normalized for distance of 50 feet from the source, the working face noise measurements ranged from 75 to 84 dBA. Rock crushing noise could not be heard over the working face noise.

Three measurements were taken near the landfill property line to the north and east. Heavy equipment and truck operation on the working face could not be observed from these locations; backup alarms, bird cannon, and hammering in Cells 5B and 6B could be heard faintly. The average 20-minute ambient noise levels were 37 to 41 dBA at the fenceline. The existing fill between the noise source and the measurement location provided a noise barrier, reducing the noise level more than expected from just distance attenuation.

Noise levels were measured in the right-of-way of northbound Caja del Rio Road. The predominant noise source in this residential area is traffic on Caja del Rio Road. The measured noise levels, normalized to 50 feet from the centerline of the road, were 55 and 59 dBA. 16 and 39 passenger vehicles passed by, respectively, during those measurement periods, with more vehicles traveling in the southbound lane. The lower noise level (and vehicle traffic) was observed on Sunday. Typically, there are more noise generating sources (e.g. vehicle traffic, business operation) during the weekday contributing to a higher ambient noise level on a weekday. Residential streets in this area are mostly gravel, resulting in crunching noise as the residents enter/exit Caja del Rio Road. No waste hauling trucks were observed on Caja del Rio Road and noise from the landfill could not be heard during operation of the landfill. Exterior areas of frequent human use at the residential properties are 130 feet or farther from the centerline of the road. Based on this, the existing ambient noise levels in the residential neighborhood are estimated to be 50 dBA or less. Measured noise levels do not exceed the Santa Fe County Ordinance thresholds.

Predicted Future Noise Levels

Based on source noise levels measured during the site visit, future noise levels were predicted using distance and atmospheric attenuation calculations. The estimated noise level at the receptor was added to existing ambient levels. Calculations are included in **Attachment B**.

Expanded Landfill Operation

The closest residential properties would be approximately 4,290 feet to the east of the expanded landfill. Based on distance and ambient attenuation, noise level would decrease by approximately 42 dBA over this distance. Therefore, the working face noise level (84 dBA at 50 feet from the source) would be reduced to 43 dBA at 4,290 feet away from the noise source. Combined with an ambient noise level of 50 dBA in the residential area, the expanded landfill operation is not anticipated to substantially increase the ambient noise level in the residential area. Exceedance of the Santa Fe County Ordinance threshold is not anticipated. It is recommended that the bird cannon be positioned away from the residential area (i.e. pointed to the west) at all times in order to minimize intermittent noise emission towards the residential area.

Basalt Crushing

The basalt processing area would remain in its current location; however, the rock crushing operation may be more exposed in the future as the rock stockpile around the crushing equipment becomes smaller. For a conservative analysis, it was assumed that there would be no shielding between the rock crushing equipment and that the rock crushing equipment would be placed at the eastern edge of the basalt processing area. The estimated distance to the closest sensitive receptor would be 7,140 feet. This distance would provide approximately 46 dBA decrease from the source level of 83 dBA, resulting in 37 dBA at the receptor. This is more than 10 dBA less than the existing ambient noise level in the residential area (approximately 50 dBA); therefore, the rock crushing operation would have a negligible effect on the ambient noise level in the residential area.

Truck Traffic

Truck traffic is directly related to the rate of waste disposal. It is estimated that future increase in waste disposal rate could increase daily truck traffic by 10 percent. Total traffic volume on Caja del Rio Road would have to double for a noticeable increase in the noise level.

Basalt Blasting

Public comments included noise associated with blasting of the basalt. Blasting was required to develop Cells 5B and 6B of the current landfill area due to the presence of basalt. There is no basalt beneath the proposed East Phase; therefore, no additional blasting is anticipated.

Attachment A

Field Documentation

A.1 Field Sheets

CDM
Smith

Project #:

County:

Division:

Observer's Name Tanimoto / Larson

Date 3/10/14 Monitor Site # 5004 rock crushing

travel lanes — Direction of Lanes —

Speed limit — Surface Conditions dry

Grade — Wind Speed moderate Humidity 35%

Surrounding Land uses Basalt crushing area / landfill

Time monitoring began 1005 Time monitoring ended 1025

Traffic # (20 min)

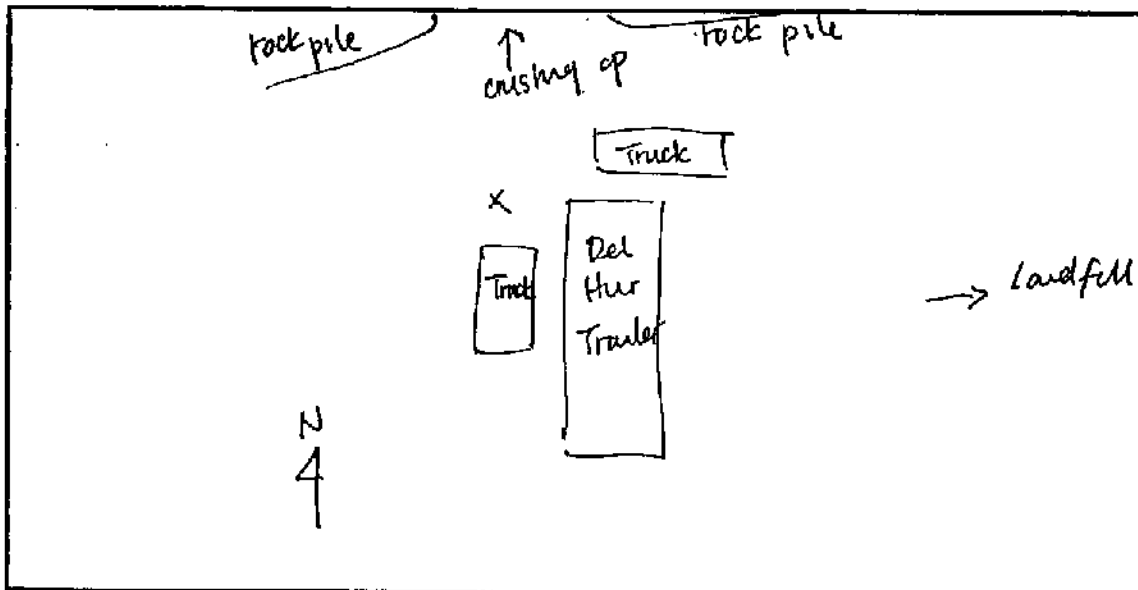
	#	Lane	#	Lane
Heavy Truck	—	VPH	—	VPH
Medium Truck	—	VPH	—	VPH
Cars	—	VPH	—	VPH
Total	—	VPH	—	VPH

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 71.3 dB Distance from Travel Lane — ft

Height above roadway — ft Height above Ground 5 ft

~200ft from
crusher



Site Sketch if needed

Background Noise rock crushing

Major Noise Source "

Unusual Events —

Comments constant crushing noise

**CDM
Smith**

Project #:

County:

Division:

Observer's Name Tanamoto / LarsonDate 3/10/14 Monitor Site # 8005 Working Face Cell 4B# travel lanes N/A Direction of Lanes N/ASpeed limit N/A Surface Conditions dirt working surfaceGrade N/A Wind Speed Variable light to moderate wind Humidity 27%Surrounding Land uses LandfillTime monitoring began 1037 Time monitoring ended 1057

Traffic # (20 min)

Heavy Truck

Medium Truck

Cars

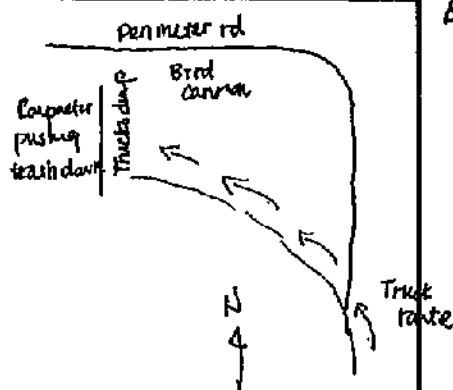
Total

VPH (volume per hour) Multiply by 3 to get hourly volumes

	Lane		Lane
#	VPH	#	VPH
#	VPH	#	VPH
#	VPH	#	VPH
#	VPH	#	VPH

Leq Noise Level L(avg) 59.9 dBDistance from Travel Lane ~850 ft working face.Height above roadway — ftHeight above Ground 5 ft

- 1037 Trash truck exit
 1038 Bird cannon 1041, 1045, 1048, 1050, 1055
 1040 heavy truck exit
 1042 haul truck, trash dumpster enter
 1044 WM truck enter
 1049 2 pickups & 1 trailer HT exit
 1050 WM truck exit ~64 dBA instantaneous
 1054 waste compactor exit x2
 1057 2 x haul trucks enter



Bird cannon
 single shot
 every ~3 min

Site Sketch if needed

Background Noise Truck & heavy equipment activity on working surface, backup alarms, hammering on 5B surfaceMajor Noise Source heavy equipment & truck backup alarm, bird cannonUnusual Events 1055 prop plane overhead ~82 dBA

Comments Rock hammering in Cell 5B unusual activity per B Larson - other cells typically don't have rock
can see adobe house beyond Copa del Rio Rd.

**CDM
Smith**Project #:
County:
Division:Observer's Name TamamotoDate 3/10/14 Monitor Site # 5009 working face 4B# travel lanes — Direction of Lanes —Speed limit — Surface Conditions Dry, DirtGrade — Wind Speed moderate/light Humidity 20%Surrounding Land uses LandfillTime monitoring began 1405 Time monitoring ended 1425

Traffic # (20 min)

Heavy Truck — # — Lane — VPH —Medium Truck — # — Lane — VPH —Cars — # — Lane — VPH —Total — # — Lane — VPH —

VPH (volume per hour) Multiply by 3 to get hourly volumes

GPS

35°41.093'

106°05.428'

Leq Noise Level L(avg) 55.4 dBDistance from Travel Lane ~850 ftHeight above roadway — ftHeight above Ground 5 ft

1406 bird cannon

1407 garbage truck in/out

1408 bird cannon

1409 bird cannon

1410 garbage truck out

1411 bird cannon

1412 garbage truck out, bird cannon

1413 hauler out, bird cannon

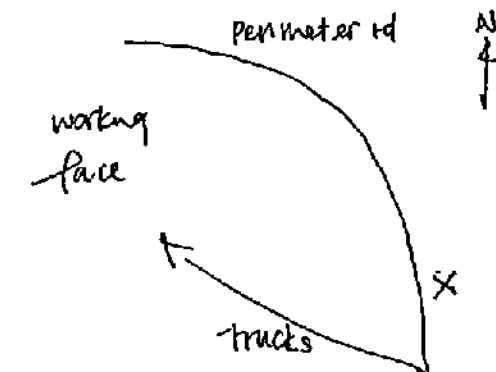
1415 garbage truck in, bird cannon

1417 bird cannon

1419 garbage truck in

1420 bird cannon 1421 bird cannon 1423 bird cannon, haul truck in

Site Sketch if needed



1424 bird cannon

Background Noise landfillMajor Noise Source 2x heavy equipment (dozer + compactor) backup alarms in 4B, bird cannon waste trucksUnusual Events —Comments no hammering in 5B but 2 dozers moving rocks

< Working face B >

**CDM
Smith**

Project #:
County:
Division:

Observer's Name Tanimoto / Larsen

Date 3/10/14 Monitor Site # 3006 Working face. Cell 4B

travel lanes — Direction of Lanes —

Speed limit — Surface Conditions Dry, dirt

Grade — Wind Speed light - moderate wind from N Humidity 27%

Surrounding Land uses Landfill

Time monitoring began 1105 Time monitoring ended 1125

Traffic # (20 min)

Heavy Truck — Lane — VPH

Medium Truck — Lane — VPH

Cars — Lane — VPH

Total — Lane — VPH

VPH (volume per hour) Multiply by 3 to get hourly volumes

Lane — VPH

Lane — VPH

Lane — VPH

Lane — VPH

Lane — VPH

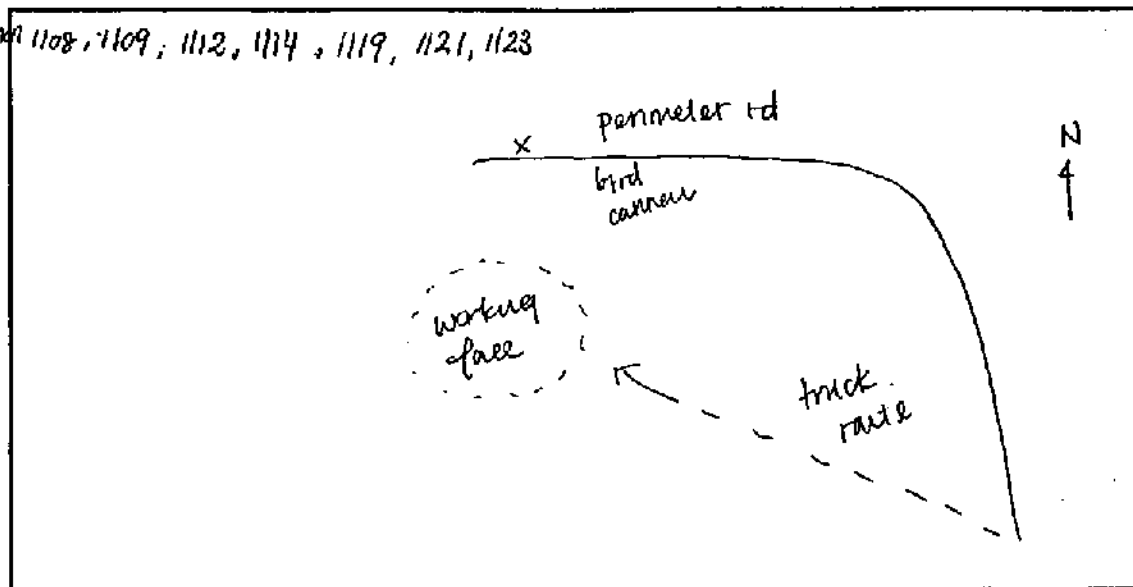
Leq Noise Level L(avg) 59.5 dB

Distance from Travel Lane ~300 ft compactor

Height above roadway — ft

Height above Ground 5 ft

Bird camera 1108, 1109, 1112, 1114, 1119, 1121, 1123



Site Sketch if needed

Background Noise working face activity

Major Noise Source compactor & truck backup alarms, bird camera

Unusual Events — handmening in Cell 5B.

Comments crushing noise not noticeable

CDM
Smith

Project #:
County:
Division:

Observer's Name Tanamoto

Date 3/10/14 Monitor Site # se/o working face all 4B

travel lanes — Direction of Lanes —

Speed limit — Surface Conditions Dry dirt

Grade — Wind Speed calm/moderate Humidity 20%

Surrounding Land uses landfill

Time monitoring began 1433 Time monitoring ended 1453

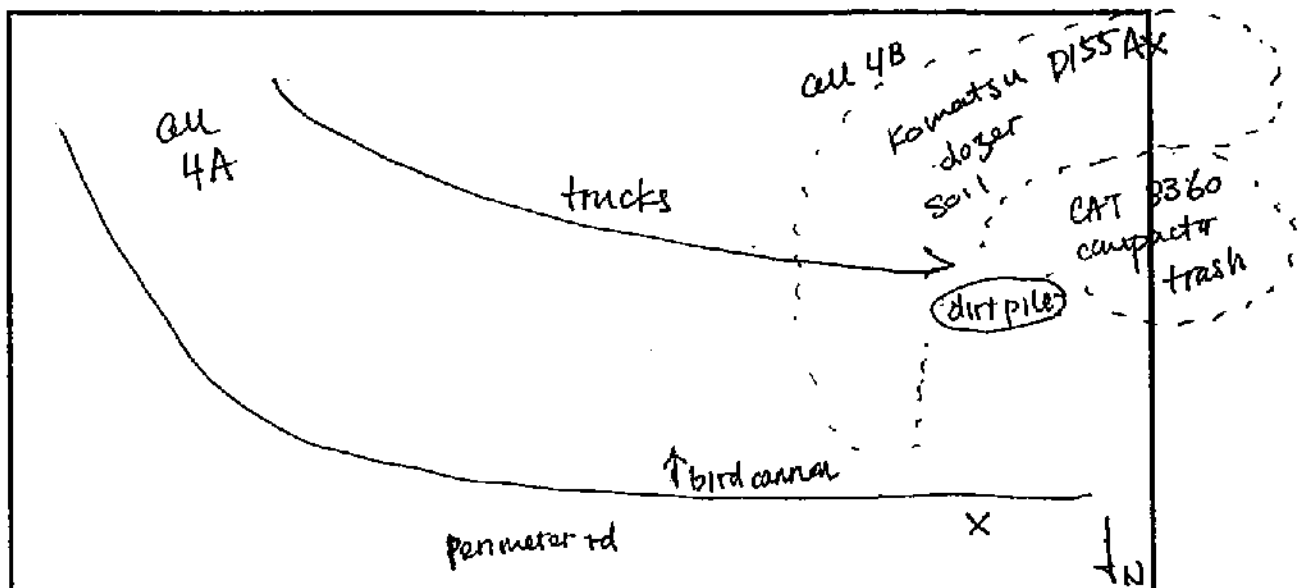
Traffic # (20 min)	Lane	Lane
Heavy Truck	# <u>—</u> VPH	# <u>—</u> VPH
Medium Truck	# <u>—</u> VPH	# <u>—</u> VPH
Cars	# <u>—</u> VPH	# <u>—</u> VPH
Total	# <u>—</u> VPH	# <u>—</u> VPH

VPH (volume per hour) Multiply by 3 to get hourly volumes

GPS
35° 41.496
106° 05.593

Leq Noise Level L(avg) 65.5 dB Distance from Travel Lane ~300 ft

Height above roadway — ft Height above Ground 5 ft



Site Sketch if needed bird cannon: 1435, 1437, 1439, 1440, 1442, 1443, 1446, 1452, (1500, 1501, 1503)

Background Noise — (landfill)

Major Noise Source CAT 9360 compactor - trash, Komatsu D155AX - soil, trucks, bird cannon

Unusual Events —

Comments cannot hear rock crushing/activity in SB

**CDM
Smith**

Project #:

County:

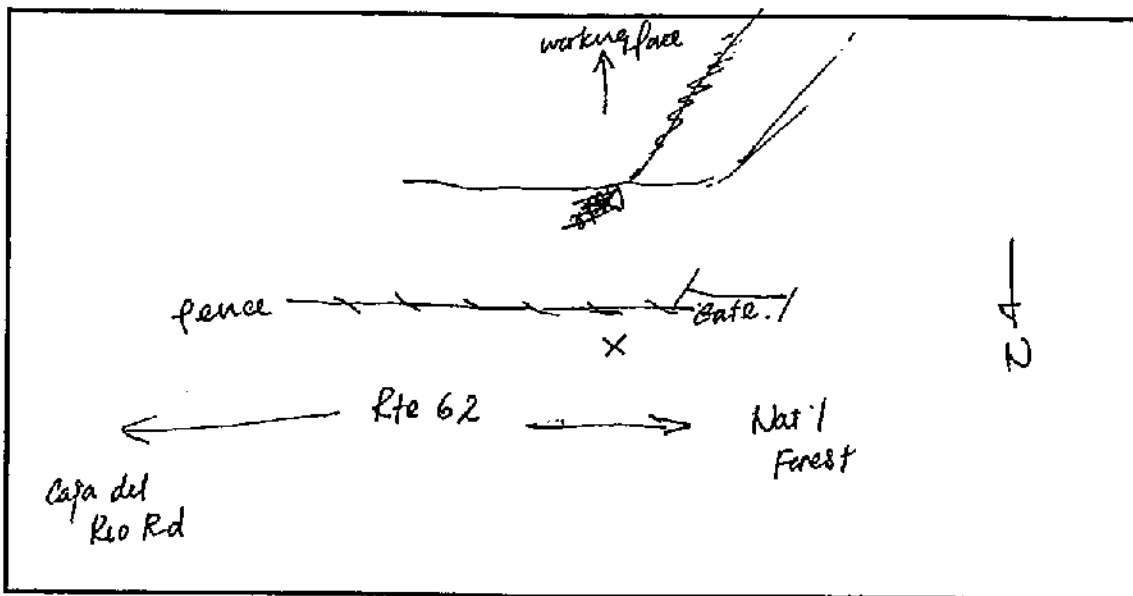
Division:

Observer's Name TanumetoDate 3/10/14 Monitor Site # 5014 N fence line# travel lanes — Direction of Lanes —Speed limit — Surface Conditions Dry, dirtGrade — Wind Speed calm Humidity 10%Surrounding Land uses landfill / Nat'l ForestTime monitoring began 1635 Time monitoring ended 1655

Traffic # (20 min)

Heavy Truck — # — Lane — VPH — Lane — VPH —Medium Truck — # — Lane — VPH — Lane — VPH —Cars — # — Lane — VPH — Lane — VPH —Total — # — Lane — VPH — Lane — VPH —

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 59.8 dBDistance from Travel Lane 2.5 ft chain link fenceHeight above roadway — ftHeight above Ground 5 ft

Site Sketch if needed

Background Noise low rumbling & compactor tire crunching noise & back up alarm faintly noticeable.Major Noise Source —Unusual Events 1637 2 auto (SUV) on Rte 62 toward Cajon del Rio Rd.Comments quiet, faint landfill noise.

**CDM
Smith**Project #:
County:
Division:Observer's Name Tanimoto / Larson

GPS:

Date 3/10/14 Monitor Site # 3007 E fence

35° 41.228'

travel lanes — Direction of Lanes —

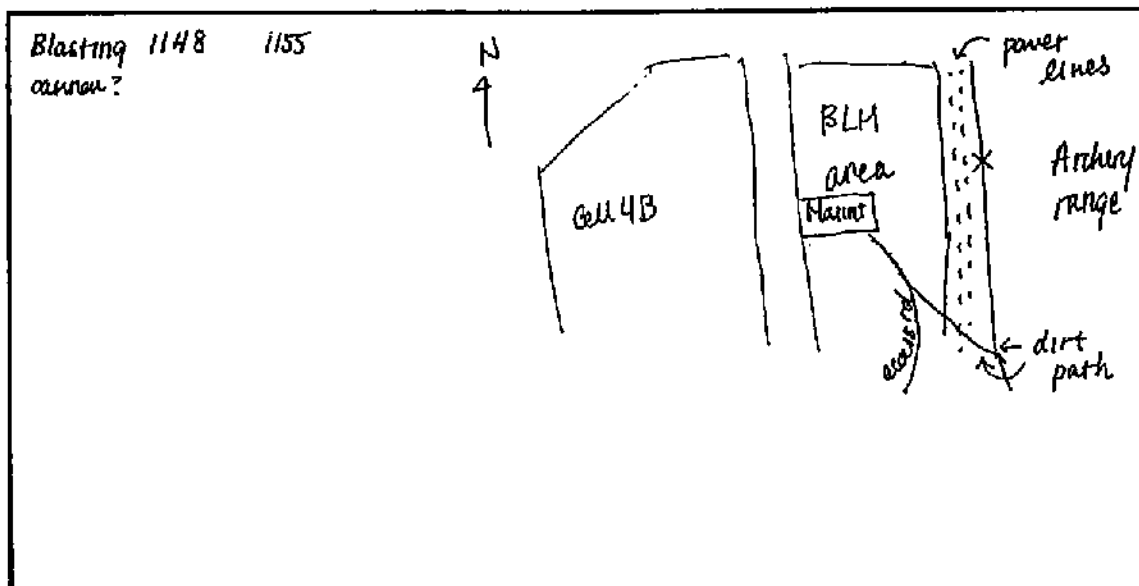
106° 05.049'

Speed limit — Surface Conditions dry dirtGrade — Wind Speed variable Humidity 25%Surrounding Land uses Landfill / archery rangeTime monitoring began 1147 Time monitoring ended 1207

Traffic # (20 min)

	#	Lane	VPH	#	Lane	VPH
Heavy Truck	—	—	—	—	—	—
Medium Truck	—	—	—	—	—	—
Cars	—	—	—	—	—	—
Total	—	—	—	—	—	—

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 56.1 dB Distance from Travel Lane — ftHeight above roadway — ft Height above Ground 5 ft

Site Sketch if needed

Background Noise overhead aircraft, buzzing from power lines, back up alarm, hammering in SB.Major Noise Source bird cannonUnusual Events —Comments quiet, cannot see working face activity due to topography.

**CDM
Smith**

Project #:

County:

Division:

Observer's Name Tanimoto / Larson

GPS

Date 3/10/14 Monitor Site # 3008 E fence line

35° 41.015

106° 05.052

travel lanes N/A Direction of Lanes N/A

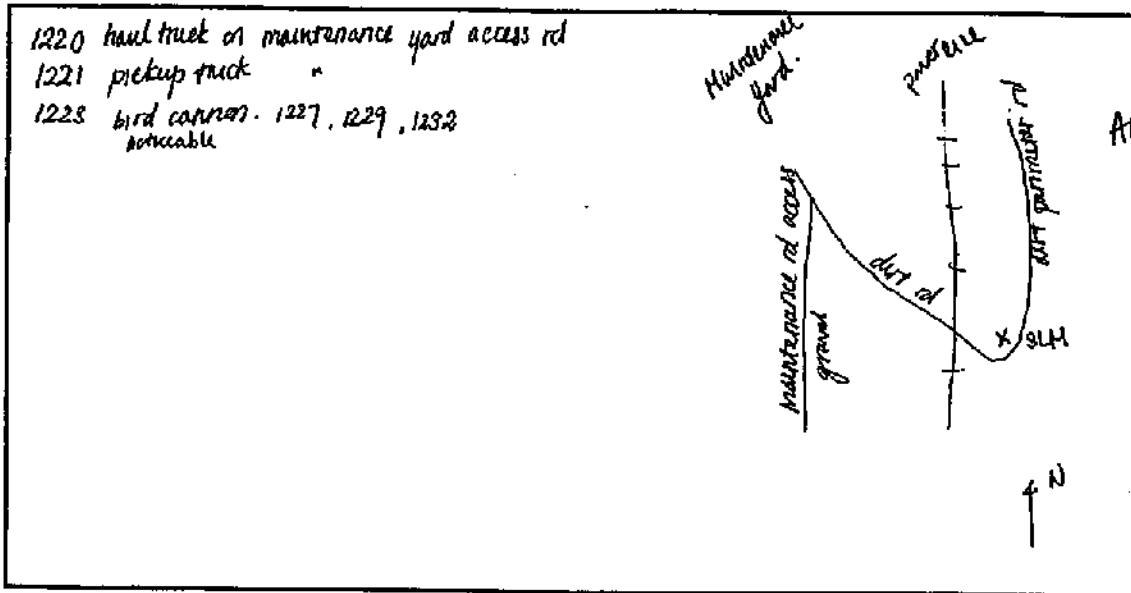
6476 ft

Speed limit N/A Surface Conditions Dirt, dryGrade — Wind Speed moderate - no wind Humidity 25 %Surrounding Land uses landfillTime monitoring began 1215 Time monitoring ended 1235

Traffic # (20 min)

	Lane		Lane
Heavy Truck	#	VPH	#
Medium Truck	#	VPH	#
Cars	#	VPH	#
Total	#	VPH	#

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 40.6 dB Distance from Travel Lane — ftHeight above roadway — ft Height above Ground 5 ft

Site Sketch if needed

Background Noise hammering in cell 5B, truck coming/going from/to cell 4B, birds, overhead power.Major Noise Source —Unusual Events —Comments can't see residential area. just archery range, must hear crushing

**CDM
Smith**

Project #:
 County:
 Division:

Observer's Name Taniguchi

Date 3/9/14 Monitor Site # Caja del Rio / Camino De Rey SE intersection File 8001

travel lanes 2 (NB/SB) Direction of Lanes NB/SB

Speed limit 45 mph Surface Conditions Dry, Rte 62 / Camino de Rey gravel rd.

Grade Flat Wind Speed slight breeze Humidity 20%

Surrounding Land uses Golf course, residential

Time monitoring began 1650 Time monitoring ended 1710

Traffic # (20 min)	NB	Lane	SB	Lane
Heavy Truck	—	# — VPH	—	# — VPH
Medium Truck	—	# — VPH	—	# — VPH
Cars	4111	# 21 VPH	4111	# 24 VPH
Total		# VPH	motorcycle 1	# 3 VPH

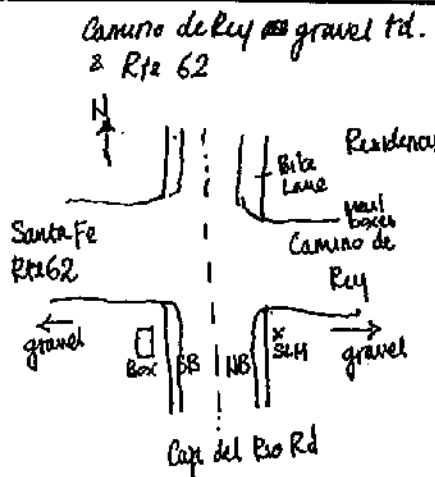
VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 59.7 dB Distance from Travel Lane 8.30 ft

Height above roadway ~5 ft Height above Ground 5 ft

1650	1 auto	Camino De Rey to SB Caja del Rio
1652	1 auto	NB Caja del Rio
1653	1 auto	NB Caja del Rio
1654	1 auto	EB Rte 62 to SB Caja del Rio
	1 auto	NB Caja del Rio
1656	1 auto	SB Caja del Rio
1657	1 auto	SB Caja del Rio
1658	1 auto	NB Caja del Rio to WB 62
	1 auto	SB Caja del Rio
1659	1 auto	NB Caja del Rio
1700	1 auto	NB Caja del Rio
1701	1 auto	SB Caja del Rio, 1 auto NB Caja del Rio
1703	1 auto	SB Caja del Rio
1707	1 motorcycle	SB Caja del Rio
1710	1 auto	SB Caja del Rio

Site Sketch if needed



Background Noise faint people talking in backyard of house on NE corner

Major Noise Source Gun shots (faint to W), birds chirping, faint overhead aircraft noise

Unusual Events None

Comments Very quiet - sporadic traffic on Caja del Rio
SLM under range when no traffic passing by

**CDM
Smith**

Project #:

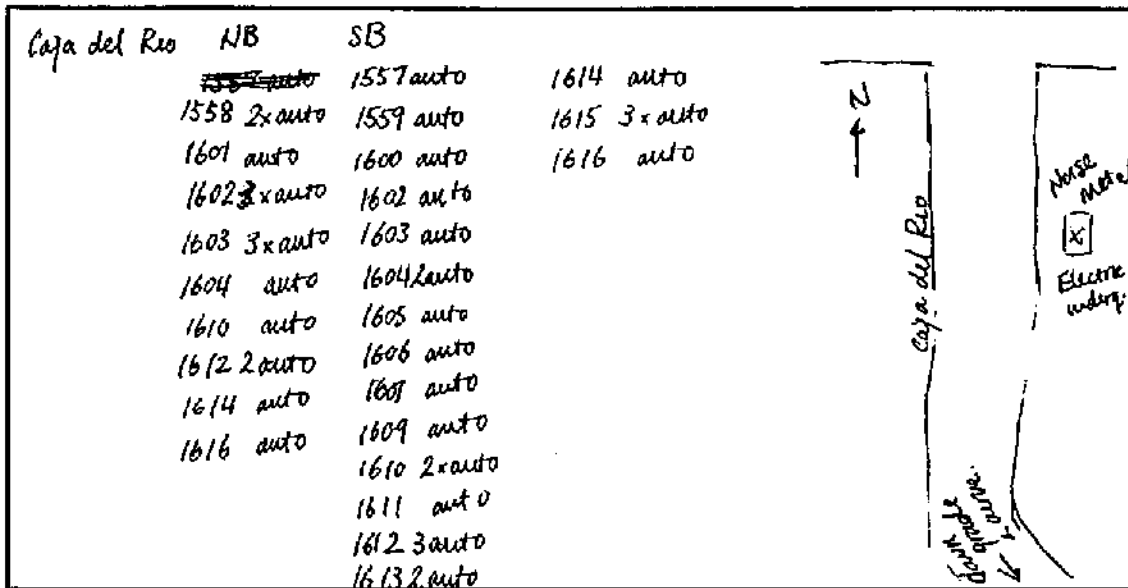
County:

Division:

Observer's Name TanimotoDate 3/10/14 Monitor Site # 3013 Caja del Rio Rd ops:# travel lanes 2 Direction of Lanes NB/SB N35°41.049' W 106°04.291'Speed limit 45 mph Surface Conditions Dry 6525 ft.Grade Flat Wind Speed moderate wind Humidity 51Surrounding Land uses Residential / recreationalTime monitoring began 1557 Time monitoring ended 1617

Traffic # (20 min)	NB	Lane	SB	Lane		
Heavy Truck	-	# -	VPH	-	# -	VPH
Medium Truck	-	# -	VPH	-	# -	VPH
Cars	15	# 45	VPH	24	# 72	VPH
Total	-	# -	VPH	-	# -	VPH

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 57.8 dBDistance from Travel Lane ~60 ftHeight above roadway 10 ftHeight above Ground 5 ft

Site Sketch if needed

Background Noise birds chirping, crowing, traffic on Caja del Rio RdMajor Noise Source Caja del Rio Rd trafficUnusual Events NoneComments heard bird cannon? upon arrival (light wind, no traffic) - may also be gun shots like on Sunday.

A.2 Noise Meter Output



Caja del Rio Landfill - Rock Crushing

3/11/2014

Study 1

Information Panel

Parent Session

Stop Time

Start Time

BLG040005_11032014_065639

Monday, March 10, 2014 10:25:00

Monday, March 10, 2014 10:05:00

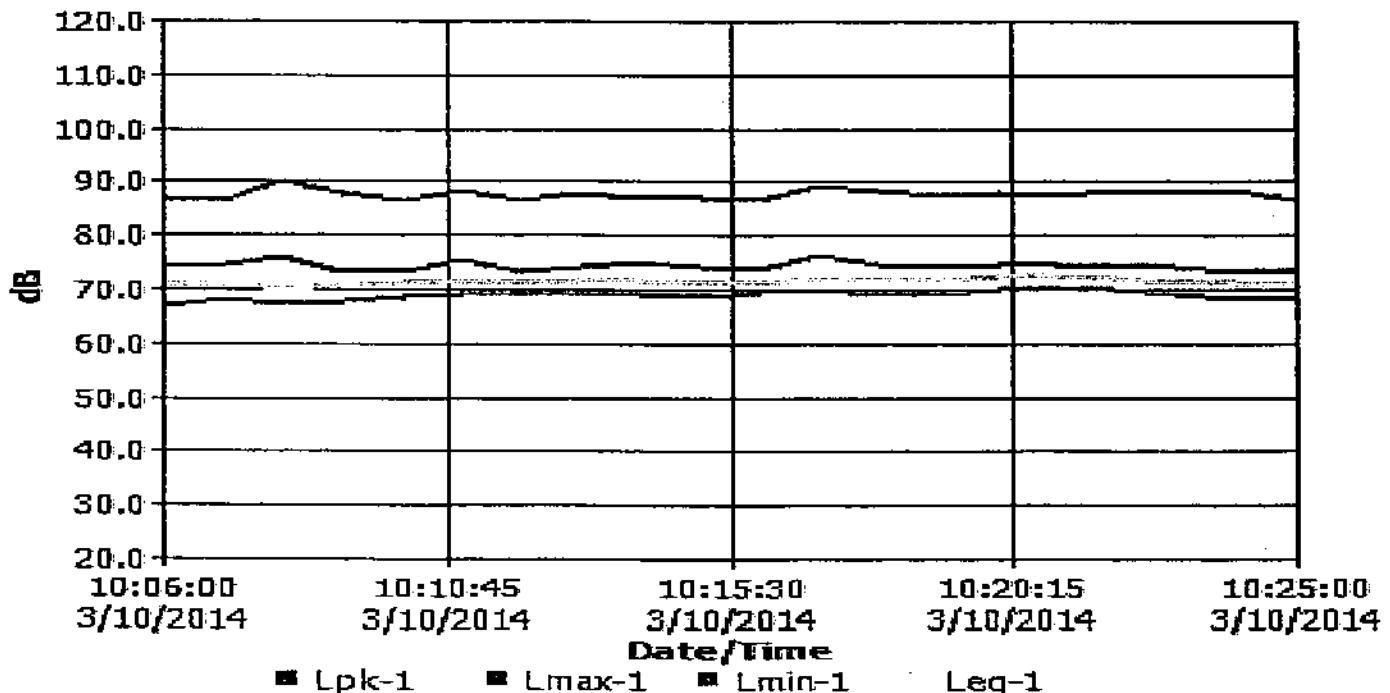
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	66.6 dB	Lmax	1	76.3 dB
Lpk	1	90.1 dB	Leq	1	71.3 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Time Stamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 10:06:00 AM	86.8	74.1	66.6	70.5
3/10/2014 10:07:00 AM	86.5	74.8	67.9	71.2
3/10/2014 10:08:00 AM	90.1	76.1	67.2	70.0
3/10/2014 10:09:00 AM	87.6	73.4	67.8	70.8
3/10/2014 10:10:00 AM	86.4	73.3	68.6	71.0
3/10/2014 10:11:00 AM	88.0	75.5	69.0	71.4
3/10/2014 10:12:00 AM	86.3	73.3	68.8	71.0
3/10/2014 10:13:00 AM	87.8	74.2	68.7	71.5
3/10/2014 10:14:00 AM	87.1	75.0	68.9	71.4
3/10/2014 10:15:00 AM	87.0	74.0	68.5	71.3
3/10/2014 10:16:00 AM	86.4	73.7	69.2	71.1
3/10/2014 10:17:00 AM	89.0	76.3	69.6	71.8
3/10/2014 10:18:00 AM	88.0	74.5	68.7	71.7
3/10/2014 10:19:00 AM	87.3	74.0	69.1	71.6
3/10/2014 10:20:00 AM	87.6	74.5	69.9	72.2
3/10/2014 10:21:00 AM	87.3	74.6	69.8	72.5
3/10/2014 10:22:00 AM	88.0	74.2	69.6	72.1
3/10/2014 10:23:00 AM	87.6	74.0	68.7	71.3
3/10/2014 10:24:00 AM	88.1	73.3	68.0	71.0
3/10/2014 10:25:00 AM	86.4	73.6	68.0	70.7

Logged Data Chart



Caja del Rio Landfill - Working Face A

Study 1 Information Panel

Parent Session
Stop Time
Start Time

BLG040005_11032014_065640
Monday, March 10, 2014 10:57:00
Monday, March 10, 2014 10:37:00

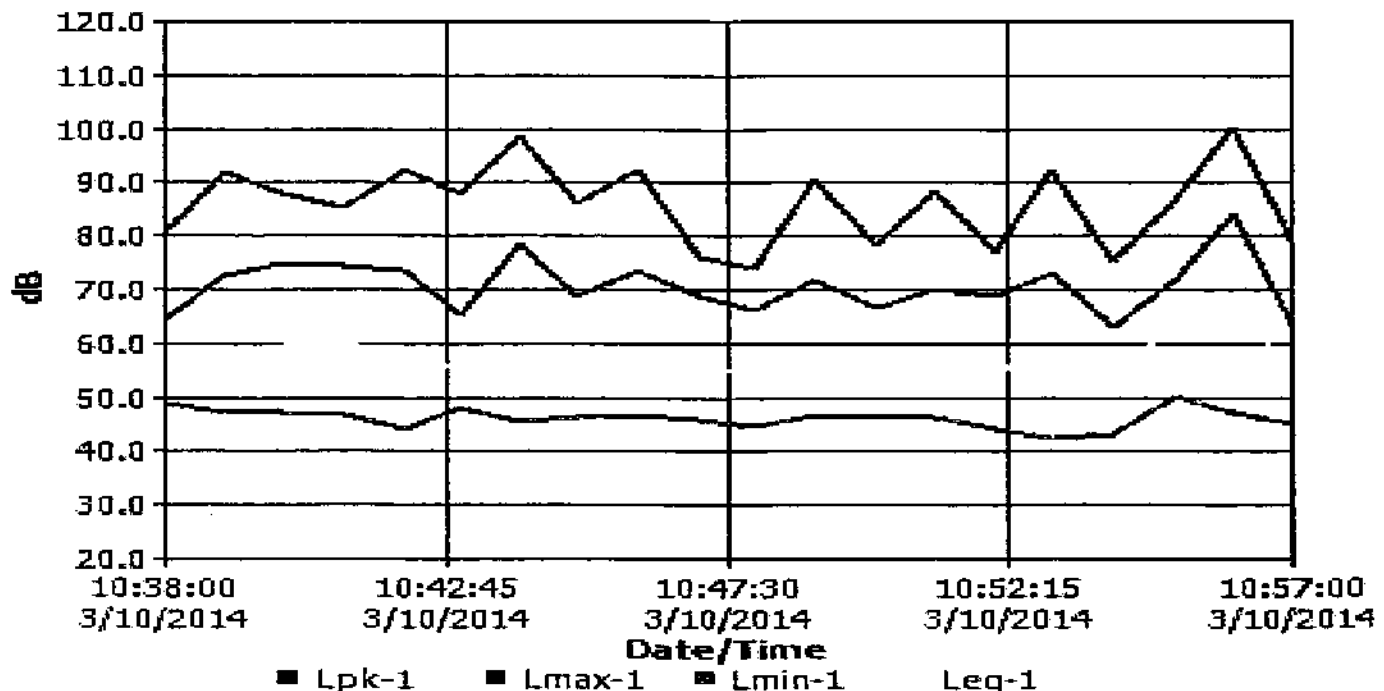
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	42.2 dB	Lmax	1	83.6 dB
Lpk	1	100.1 dB	Leq	1	59.8 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 10:38:00 AM	80.2	64.1	46.7	57.3
3/10/2014 10:39:00 AM	91.6	72.5	46.8	56.5
3/10/2014 10:40:00 AM	87.9	74.8	47.1	59.1
3/10/2014 10:41:00 AM	85.1	74.3	46.4	60.2
3/10/2014 10:42:00 AM	92.2	73.4	43.8	56.6
3/10/2014 10:43:00 AM	87.9	65.1	48.0	55.5
3/10/2014 10:44:00 AM	98.5	78.1	45.3	54.2
3/10/2014 10:45:00 AM	86.2	68.3	46.2	56.6
3/10/2014 10:46:00 AM	92.2	73.3	46.5	54.9
3/10/2014 10:47:00 AM	75.9	68.5	45.5	55.2
3/10/2014 10:48:00 AM	73.9	66.0	44.2	54.2
3/10/2014 10:49:00 AM	90.3	71.6	46.7	58.3
3/10/2014 10:50:00 AM	78.2	66.2	46.1	58.6
3/10/2014 10:51:00 AM	88.4	69.8	46.3	55.9
3/10/2014 10:52:00 AM	76.7	68.5	43.7	56.2
3/10/2014 10:53:00 AM	92.0	73.0	42.2	52.1
3/10/2014 10:54:00 AM	74.9	62.6	43.1	52.3
3/10/2014 10:55:00 AM	86.3	71.7	50.1	64.4
3/10/2014 10:56:00 AM	100.1	83.6	47.1	69.4
3/10/2014 10:57:00 AM	78.8	63.2	44.8	53.3

Logged Data Chart



Caja del Rio Landfill - Working Face A

Study 1

Information Panel

Parent Session

Stop Time

Start Time

BLG040005_11032014_065642

Monday, March 10, 2014 14:25:00

Monday, March 10, 2014 14:05:00

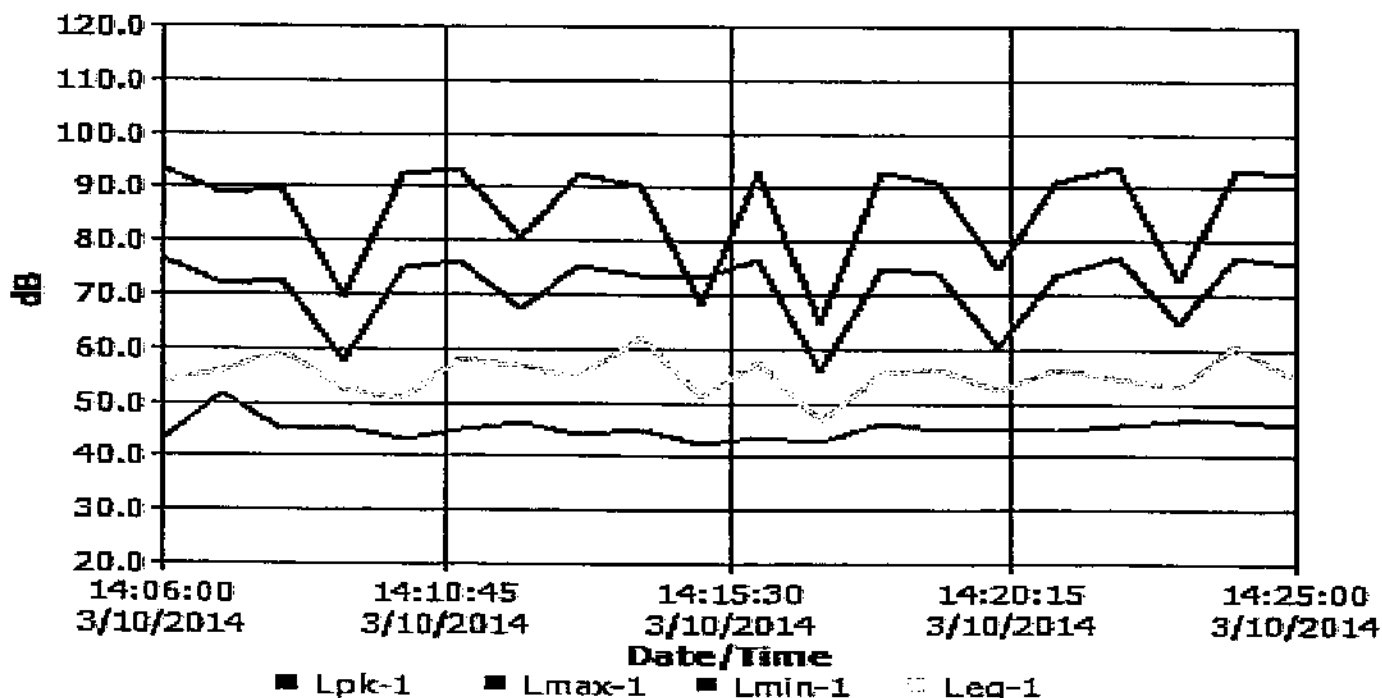
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	42.3 dB	Lmax	1	76.7 dB
Lpk	1	93.4 dB	Leq	1	56.3 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 2:06:00 PM	93.1	76.2	43.0	53.7
3/10/2014 2:07:00 PM	88.6	74.7	41.3	55.6
3/10/2014 2:08:00 PM	89.6	72.4	44.6	59.1
3/10/2014 2:09:00 PM	69.2	57.4	45.2	52.4
3/10/2014 2:10:00 PM	92.3	74.5	42.9	50.6
3/10/2014 2:11:00 PM	93.1	76.1	44.8	58.0
3/10/2014 2:12:00 PM	80.4	67.0	46.3	56.5
3/10/2014 2:13:00 PM	92.0	75.2	43.8	54.6
3/10/2014 2:14:00 PM	90.0	73.5	44.9	62.1
3/10/2014 2:15:00 PM	88.2	73.0	42.3	50.8
3/10/2014 2:16:00 PM	92.4	76.2	43.5	57.6
3/10/2014 2:17:00 PM	64.6	55.7	42.4	46.7
3/10/2014 2:18:00 PM	92.6	74.7	45.9	55.4
3/10/2014 2:19:00 PM	90.7	73.6	44.9	56.3
3/10/2014 2:20:00 PM	74.6	60.1	44.9	52.1
3/10/2014 2:21:00 PM	90.8	73.4	44.7	56.1
3/10/2014 2:22:00 PM	93.4	76.7	45.6	54.6
3/10/2014 2:23:00 PM	72.2	64.5	46.4	52.8
3/10/2014 2:24:00 PM	93.2	76.7	46.6	60.4
3/10/2014 2:25:00 PM	92.3	75.6	45.7	54.5

Logged Data Chart



Caja del Rio Landfill - Working Face B

Study 1

Information Panel

Parent Session
Stop Time
Start Time

BLG040005_11032014_065640
Monday, March 10, 2014 11:25:00
Monday, March 10, 2014 11:05:00

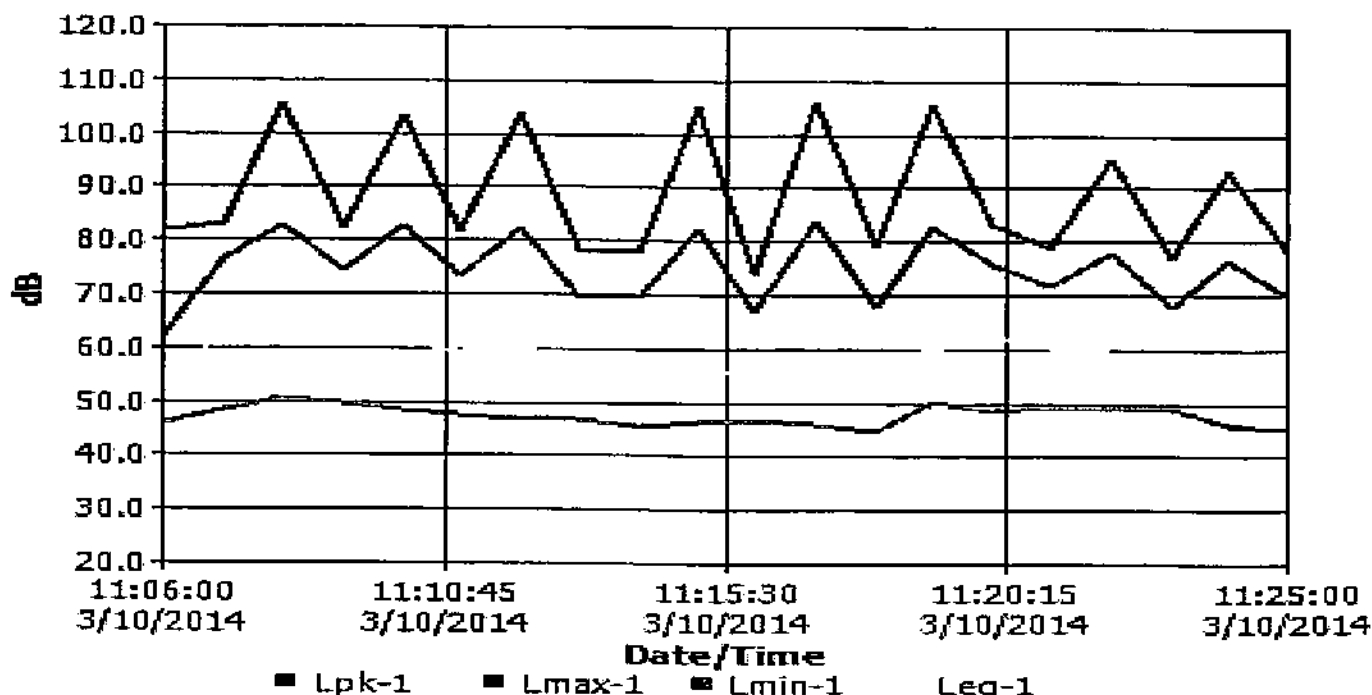
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	44.4 dB	Lmax	1	83.3 dB
Lpk	1	105.6 dB	Leq	1	59.5 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 11:06:00 AM	81.5	61.7	45.5	51.3
3/10/2014 11:07:00 AM	83.0	76.2	48.4	63.5
3/10/2014 11:08:00 AM	105.2	82.7	50.6	61.5
3/10/2014 11:09:00 AM	82.1	74.3	49.6	62.5
3/10/2014 11:10:00 AM	103.3	82.6	48.5	60.8
3/10/2014 11:11:00 AM	81.7	73.3	47.4	59.4
3/10/2014 11:12:00 AM	103.7	82.0	46.4	60.3
3/10/2014 11:13:00 AM	77.9	69.4	46.4	56.7
3/10/2014 11:14:00 AM	77.7	69.3	45.2	56.6
3/10/2014 11:15:00 AM	104.8	82.2	46.1	57.6
3/10/2014 11:16:00 AM	73.8	66.7	46.4	53.7
3/10/2014 11:17:00 AM	105.6	83.3	45.6	58.8
3/10/2014 11:18:00 AM	79.0	67.6	44.4	57.3
3/10/2014 11:19:00 AM	105.2	82.3	50.1	59.8
3/10/2014 11:20:00 AM	82.8	75.5	48.4	61.9
3/10/2014 11:21:00 AM	78.4	71.4	49.0	60.0
3/10/2014 11:22:00 AM	95.4	77.5	48.6	59.4
3/10/2014 11:23:00 AM	76.6	67.4	48.7	58.5
3/10/2014 11:24:00 AM	93.2	76.3	45.5	56.7
3/10/2014 11:25:00 AM	78.2	69.8	44.6	57.6

Logged Data Chart



Caja del Rio Landfill - Working Face B

Study 1

Information Panel

Current Session
Stop Time
Start Time

BLG040005_11032014_065642
Monday, March 10, 2014 14:53:00
Monday, March 10, 2014 14:33:00

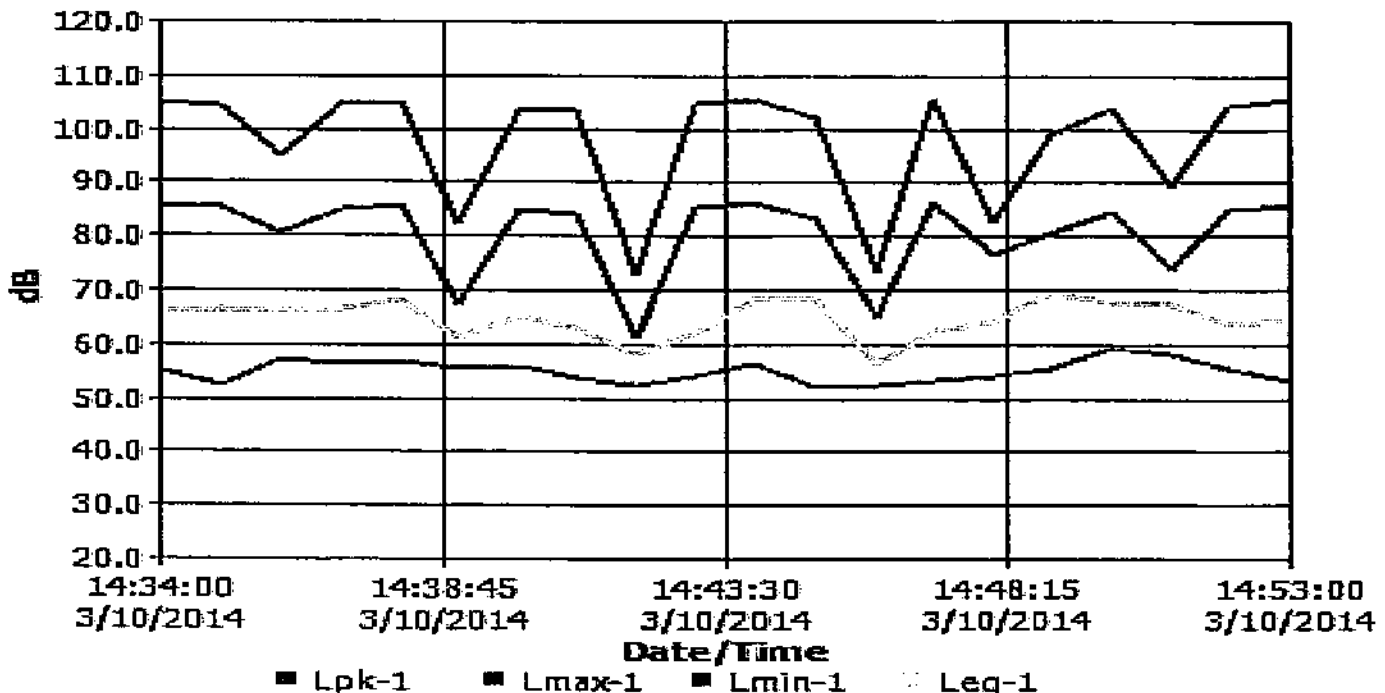
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	52 dB	Lmax	1	85.9 dB
Lpk	1	105.5 dB	Leq	1	65.5 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 2:34:00 PM	104.7	85.7	54.7	65.8
3/10/2014 2:35:00 PM	103.9	85.0	52.4	66.1
3/10/2014 2:36:00 PM	95.0	80.5	57.1	65.9
3/10/2014 2:37:00 PM	104.5	84.9	56.4	66.2
3/10/2014 2:38:00 PM	105.0	85.5	56.7	67.9
3/10/2014 2:39:00 PM	82.0	67.2	55.2	61.0
3/10/2014 2:40:00 PM	103.3	84.8	55.7	65.1
3/10/2014 2:41:00 PM	102.9	83.7	53.7	62.7
3/10/2014 2:42:00 PM	72.8	61.2	52.2	58.1
3/10/2014 2:43:00 PM	104.4	85.2	53.9	62.1
3/10/2014 2:44:00 PM	105.4	85.8	56.2	67.9
3/10/2014 2:45:00 PM	101.8	82.8	52.0	68.1
3/10/2014 2:46:00 PM	73.5	65.1	52.1	56.0
3/10/2014 2:47:00 PM	105.3	85.9	52.9	62.5
3/10/2014 2:48:00 PM	82.5	76.4	53.9	64.0
3/10/2014 2:49:00 PM	98.7	80.3	55.4	69.2
3/10/2014 2:50:00 PM	103.5	84.1	59.1	67.8
3/10/2014 2:51:00 PM	88.9	73.8	58.1	67.1
3/10/2014 2:52:00 PM	104.1	84.6	55.5	63.8
3/10/2014 2:53:00 PM	105.5	85.6	53.2	64.3

Logged Data Chart



Caja del Rio Landfill - East Fenceline A

Study 1 Information Panel

Parent Session
Stop Time
Start Time

BLG040005_11032014_065641
Monday, March 10, 2014 12:07:00
Monday, March 10, 2014 11:47:00

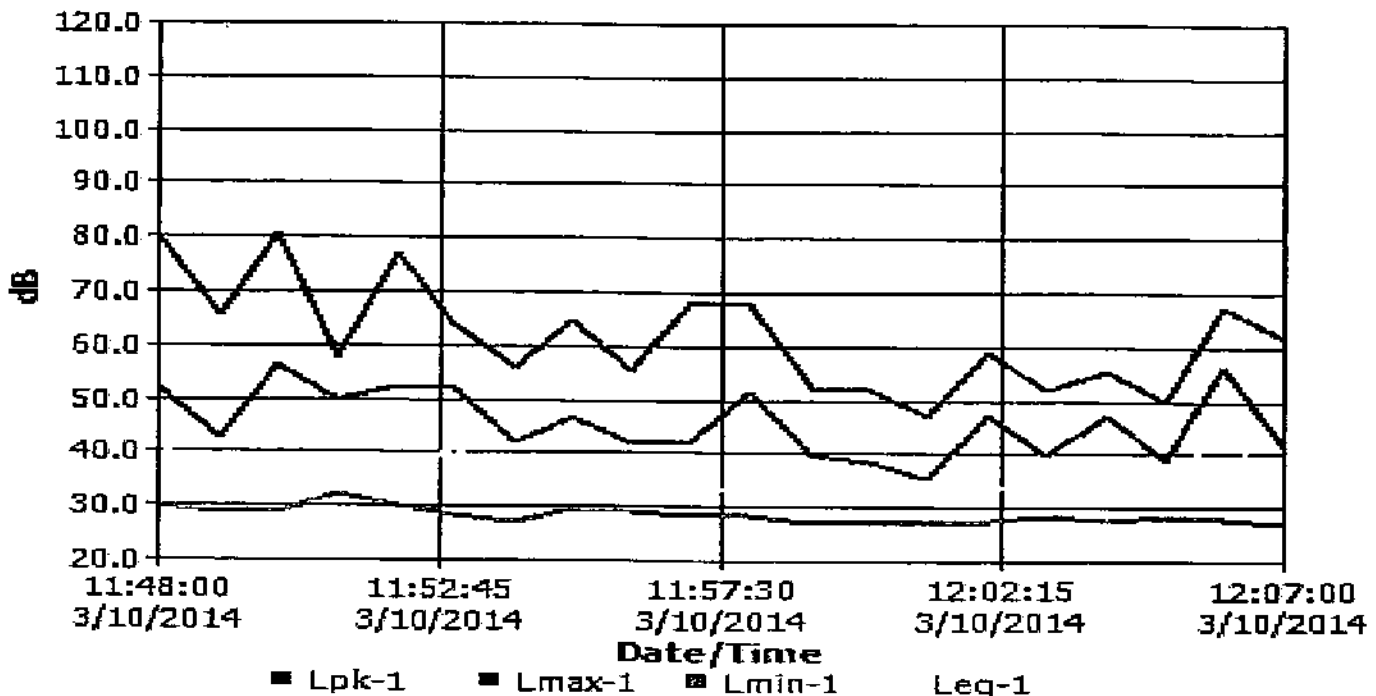
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	26.6 dB	Lmax	1	56.1 dB
Lpk	1	80.3 dB	Leq	1	37.2 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 11:48:00 AM	79.7	51.8	29.8	41.1
3/10/2014 11:49:00 AM	65.4	42.8	28.6	33.2
3/10/2014 11:50:00 AM	80.3	56.1	28.4	38.3
3/10/2014 11:51:00 AM	57.4	49.4	32.0	39.3
3/10/2014 11:52:00 AM	76.7	52.2	30.0	35.5
3/10/2014 11:53:00 AM	63.8	51.8	27.9	40.8
3/10/2014 11:54:00 AM	55.6	41.9	26.9	32.9
3/10/2014 11:55:00 AM	64.3	46.7	29.6	36.1
3/10/2014 11:56:00 AM	55.4	41.9	29.2	34.0
3/10/2014 11:57:00 AM	68.0	42.3	28.0	32.6
3/10/2014 11:58:00 AM	67.7	51.3	27.9	33.3
3/10/2014 11:59:00 AM	52.4	39.5	26.9	30.8
3/10/2014 12:00:00 PM	51.7	38.0	26.6	30.6
3/10/2014 12:01:00 PM	46.8	35.2	26.8	30.3
3/10/2014 12:02:00 PM	59.0	47.0	27.3	33.4
3/10/2014 12:03:00 PM	51.7	39.4	28.1	33.3
3/10/2014 12:04:00 PM	55.5	46.9	27.3	35.4
3/10/2014 12:05:00 PM	49.8	38.5	27.9	32.8
3/10/2014 12:06:00 PM	67.0	56.0	27.8	45.1
3/10/2014 12:07:00 PM	61.4	41.3	26.7	31.2

Logged Data Chart



Caja del Rio Landfill - East Fenceline B

Study 1

Information Panel

Current Session
Stop Time
Start Time

BLG040005_11032014_065641
Monday, March 10, 2014 12:35:00
Monday, March 10, 2014 12:15:00

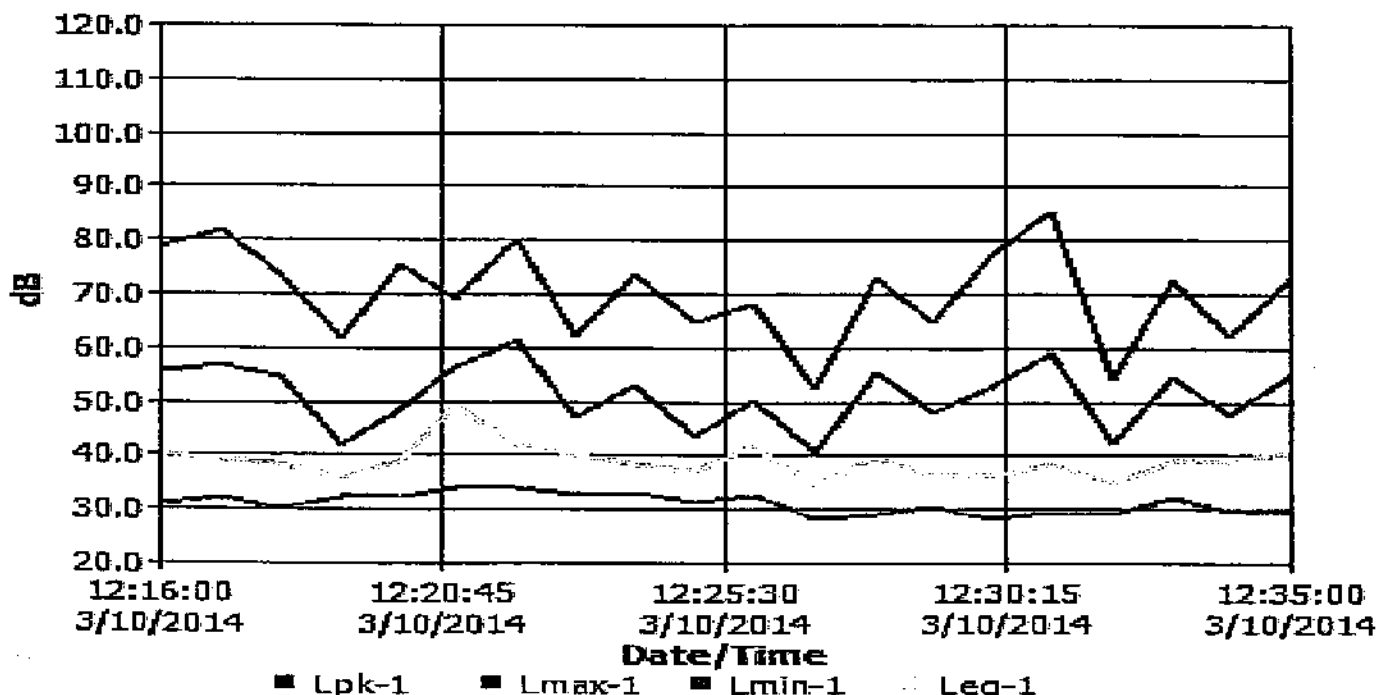
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	28 dB	Lmax	1	61.2 dB
Lpk	1	85.2 dB	Leq	1	40.5 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Time Stamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 12:16:00 PM	78.4	55.3	30.9	40.0
3/10/2014 12:17:00 PM	81.7	56.8	31.9	39.2
3/10/2014 12:18:00 PM	73.5	54.5	30.0	38.3
3/10/2014 12:19:00 PM	61.6	41.8	31.9	35.7
3/10/2014 12:20:00 PM	75.1	48.3	32.0	38.5
3/10/2014 12:21:00 PM	68.7	56.3	33.8	49.3
3/10/2014 12:22:00 PM	79.8	61.2	33.8	41.5
3/10/2014 12:23:00 PM	61.8	46.9	32.3	39.9
3/10/2014 12:24:00 PM	73.5	52.8	32.9	38.1
3/10/2014 12:25:00 PM	64.4	49.6	31.0	36.7
3/10/2014 12:26:00 PM	68.2	50.0	32.5	41.7
3/10/2014 12:27:00 PM	52.3	40.5	28.2	34.1
3/10/2014 12:28:00 PM	72.8	55.2	28.9	39.7
3/10/2014 12:29:00 PM	64.3	47.9	30.1	35.8
3/10/2014 12:30:00 PM	77.4	52.7	28.0	35.9
3/10/2014 12:31:00 PM	85.2	58.9	29.4	38.3
3/10/2014 12:32:00 PM	53.9	42.2	29.0	34.7
3/10/2014 12:33:00 PM	72.4	54.4	32.2	38.5
3/10/2014 12:34:00 PM	61.9	47.3	29.4	38.9
3/10/2014 12:35:00 PM	73.0	55.0	29.8	40.6

Logged Data Chart



Caja del Rio Landfill - North Fenceline

Study 1

Information Panel

Parent Session

Stop Time

Start Time

BLG040005_11032014_065644

Monday, March 10, 2014 16:55:00

Monday, March 10, 2014 16:35:00

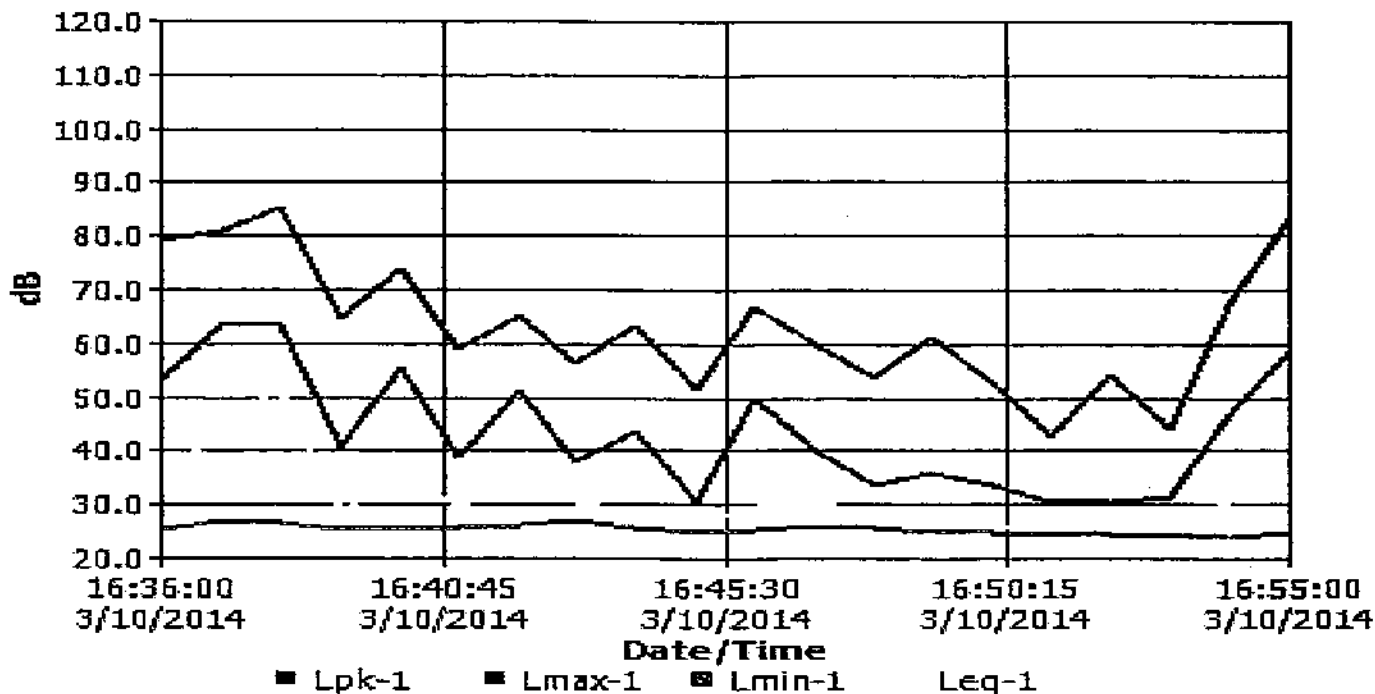
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	23.7 dB	Lmax	1	63.8 dB
Lpk	1	85.1 dB	Leq	1	39.8 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 4:36:00 PM	78.9	53.2	25.2	31.9
3/10/2014 4:37:00 PM	80.6	63.8	27.0	46.5
3/10/2014 4:38:00 PM	85.1	63.4	26.4	51.1
3/10/2014 4:39:00 PM	64.7	40.4	25.1	28.6
3/10/2014 4:40:00 PM	73.6	55.4	25.0	35.3
3/10/2014 4:41:00 PM	58.9	38.6	25.5	29.4
3/10/2014 4:42:00 PM	65.0	50.9	25.9	34.6
3/10/2014 4:43:00 PM	56.0	37.6	26.6	30.4
3/10/2014 4:44:00 PM	63.3	43.3	25.3	28.3
3/10/2014 4:45:00 PM	51.2	30.2	24.4	26.3
3/10/2014 4:46:00 PM	66.8	49.8	25.1	29.5
3/10/2014 4:47:00 PM	59.7	40.0	25.8	30.5
3/10/2014 4:48:00 PM	53.6	33.5	25.4	27.7
3/10/2014 4:49:00 PM	60.8	35.6	24.5	26.1
3/10/2014 4:50:00 PM	52.5	33.2	24.4	25.9
3/10/2014 4:51:00 PM	42.7	30.3	24.2	25.5
3/10/2014 4:52:00 PM	53.9	30.3	24.0	25.4
3/10/2014 4:53:00 PM	43.7	31.4	23.9	25.9
3/10/2014 4:54:00 PM	67.1	46.6	23.7	30.3
3/10/2014 4:55:00 PM	83.1	58.3	24.6	34.4

Logged Data Chart



Caja del Rio Landfill - Residential A

Study 1

Information Panel

Parent Session
Stop Time
Start Time

BLG040005_11032014_065639
Sunday, March 09, 2014 17:10:00
Sunday, March 09, 2014 16:50:00

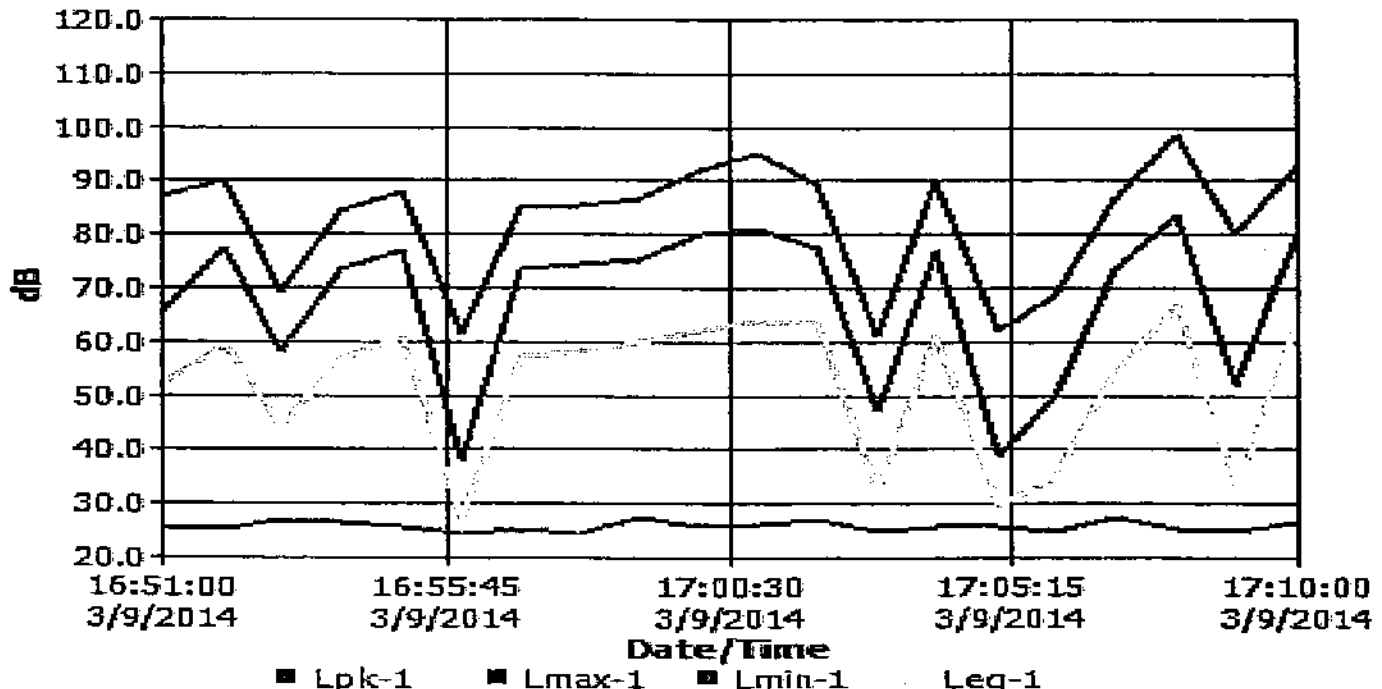
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	24 dB	Lmax	1	83.3 dB
Lpk	1	98.4 dB	Leq	1	59.7 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/9/2014 4:51:00 PM	87.0	65.2	25.3	51.9
3/9/2014 4:52:00 PM	89.8	77.2	24.9	59.2
3/9/2014 4:53:00 PM	68.8	57.9	26.6	44.0
3/9/2014 4:54:00 PM	84.3	73.2	26.3	56.6
3/9/2014 4:55:00 PM	87.6	76.6	25.5	60.7
3/9/2014 4:56:00 PM	61.4	37.9	24.0	26.8
3/9/2014 4:57:00 PM	84.8	73.1	25.1	56.9
3/9/2014 4:58:00 PM	85.3	74.0	24.0	58.1
3/9/2014 4:59:00 PM	86.3	74.9	27.1	59.5
3/9/2014 5:00:00 PM	91.7	79.9	25.6	61.7
3/9/2014 5:01:00 PM	94.9	80.9	25.8	63.7
3/9/2014 5:02:00 PM	89.1	77.4	26.7	63.4
3/9/2014 5:03:00 PM	61.0	46.8	24.6	32.2
3/9/2014 5:04:00 PM	89.5	77.0	25.5	60.9
3/9/2014 5:05:00 PM	61.9	38.6	25.7	29.5
3/9/2014 5:06:00 PM	68.5	49.7	24.4	34.5
3/9/2014 5:07:00 PM	86.6	73.1	27.3	54.3
3/9/2014 5:08:00 PM	98.4	83.3	25.1	66.6
3/9/2014 5:09:00 PM	79.8	51.9	24.6	32.8
3/9/2014 5:10:00 PM	92.6	79.7	26.3	63.0

Logged Data Chart



Caja del Rio Landfill - Residential B

Study 1

Information Panel

Parent Session
Stop Time
Start Time

BLG040005_11032014_065643
Monday, March 10, 2014 16:17:00
Monday, March 10, 2014 15:57:00

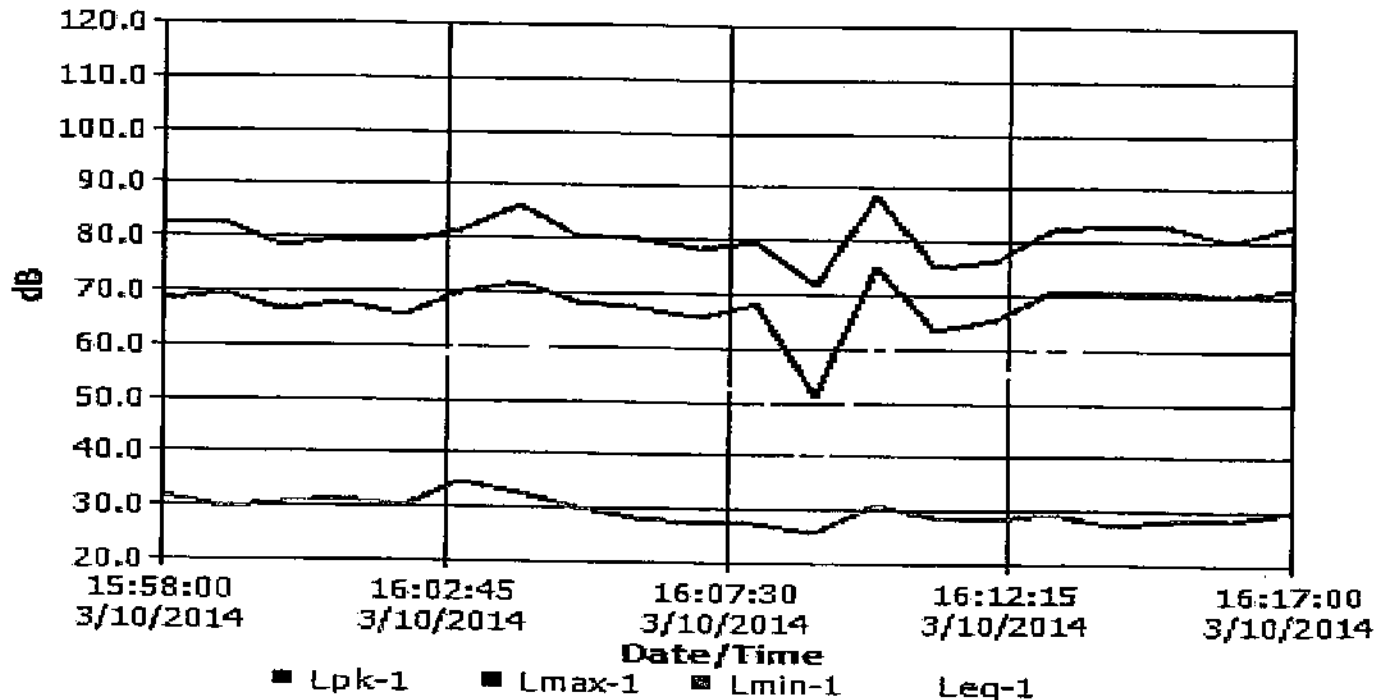
General Data Panel

Description	Meter	Value	Description	Meter	Value
Lmin	1	25.5 dB	Lmax	1	75.1 dB
Lpk	1	88.1 dB	Leq	1	57.2 dB
Weighting	1	A	Response	1	FAST
Bandwidth	1	1/3	Exchange Rate	1	3 dB
Int Threshold	1	80 dB	Log Rate	1	60 s

Logged Data Table

Timestamp	Lpk-1	Lmax-1	Lmin-1	Leq-1
3/10/2014 3:58:00 PM	82.1	68.0	31.5	58.3
3/10/2014 3:59:00 PM	82.7	69.4	29.5	56.0
3/10/2014 4:00:00 PM	78.1	66.4	30.4	52.5
3/10/2014 4:01:00 PM	79.5	67.5	31.3	52.9
3/10/2014 4:02:00 PM	79.2	65.3	30.0	50.8
3/10/2014 4:03:00 PM	81.0	70.0	34.6	60.7
3/10/2014 4:04:00 PM	85.9	71.5	32.3	60.5
3/10/2014 4:05:00 PM	80.3	68.1	29.9	58.1
3/10/2014 4:06:00 PM	80.0	67.3	28.2	52.9
3/10/2014 4:07:00 PM	78.3	65.3	27.1	51.0
3/10/2014 4:08:00 PM	79.4	67.9	27.1	53.8
3/10/2014 4:09:00 PM	71.5	50.9	25.5	33.7
3/10/2014 4:10:00 PM	88.1	75.1	30.6	62.4
3/10/2014 4:11:00 PM	75.0	63.2	28.5	50.9
3/10/2014 4:12:00 PM	76.5	65.5	28.2	53.4
3/10/2014 4:13:00 PM	81.9	70.6	29.3	60.9
3/10/2014 4:14:00 PM	83.0	70.4	27.3	57.5
3/10/2014 4:15:00 PM	82.3	70.6	28.1	59.4
3/10/2014 4:16:00 PM	79.9	69.6	28.2	56.1
3/10/2014 4:17:00 PM	82.9	71.0	29.9	57.4

Logged Data Chart



Calibration

Information Panel

Name	BLG040005_11032014_065644
Start Time	Monday, March 10, 2014 16:55:55
Stop Time	Monday, March 10, 2014 16:59:56
Device Model Type	SoundPro DL
Comments	

Calibration History

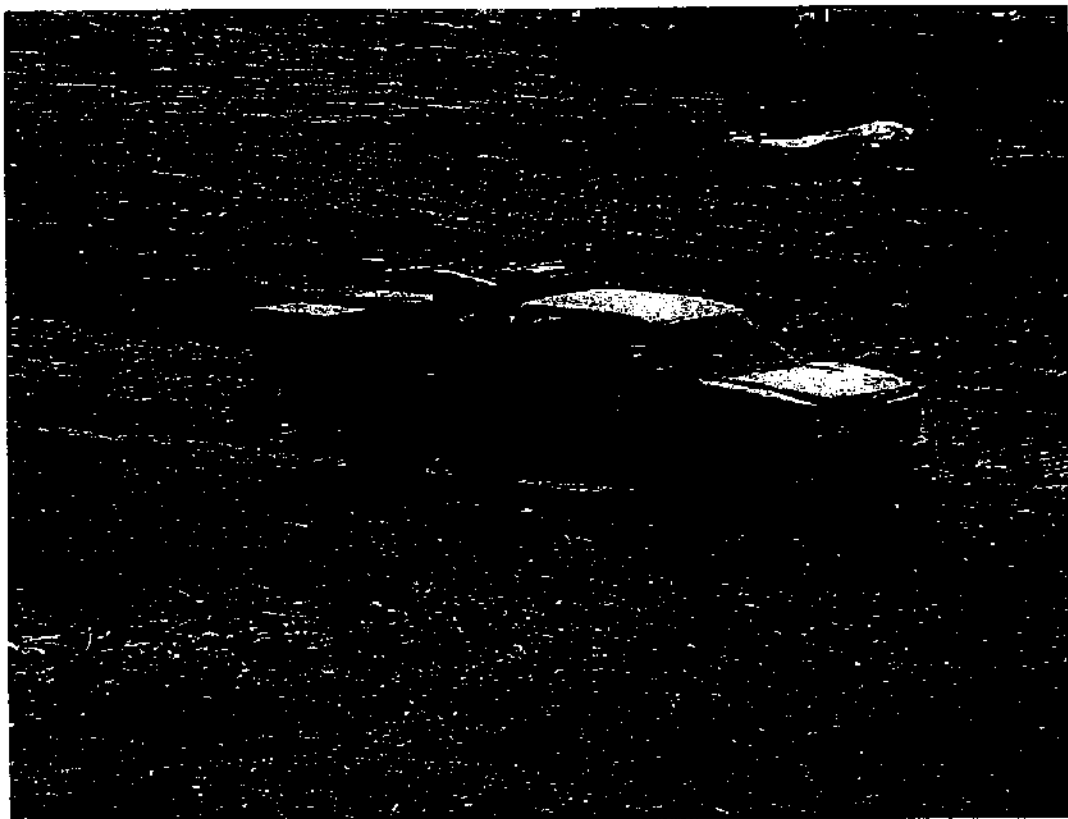
<u>Date</u>	<u>Action</u>	<u>Level</u>	<u>Serial Number</u>	<u>Certification Date</u>
3/9/2014 3:37:52 PM	Calibration	114.0		
3/10/2014 5:02:25 PM	Verification	114.0		

A.3 Photographs

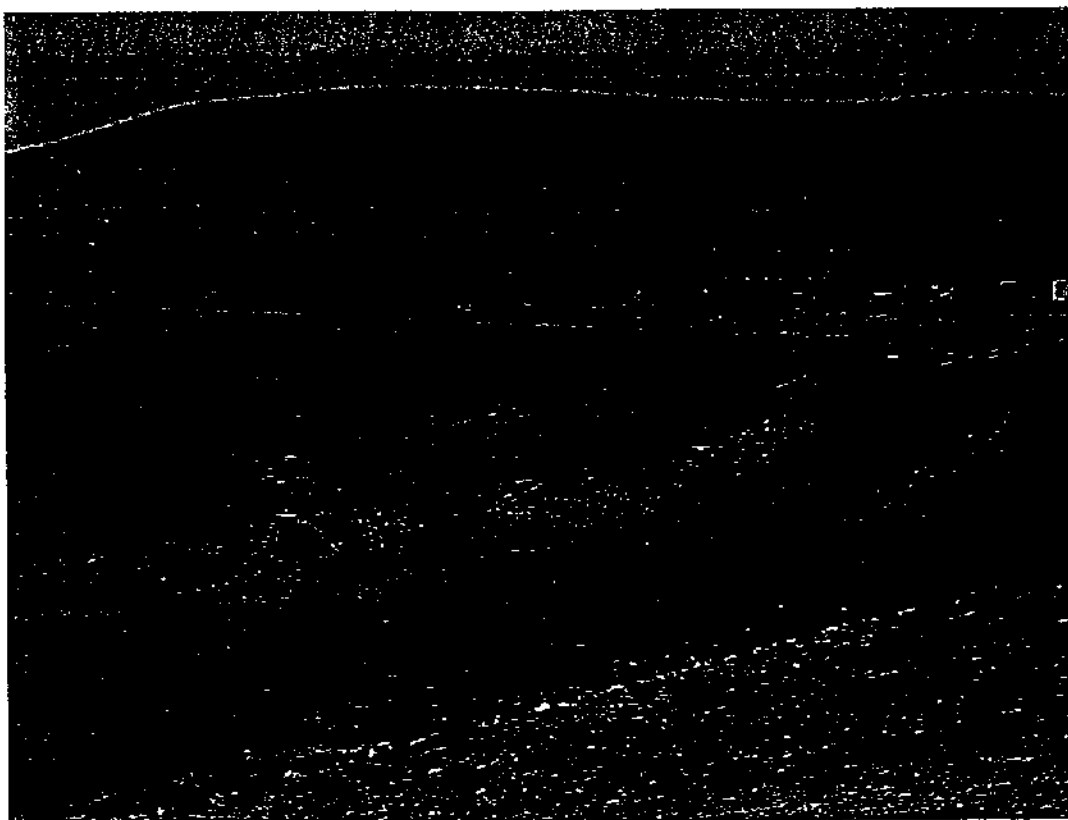
Cell 4B (Working Face)



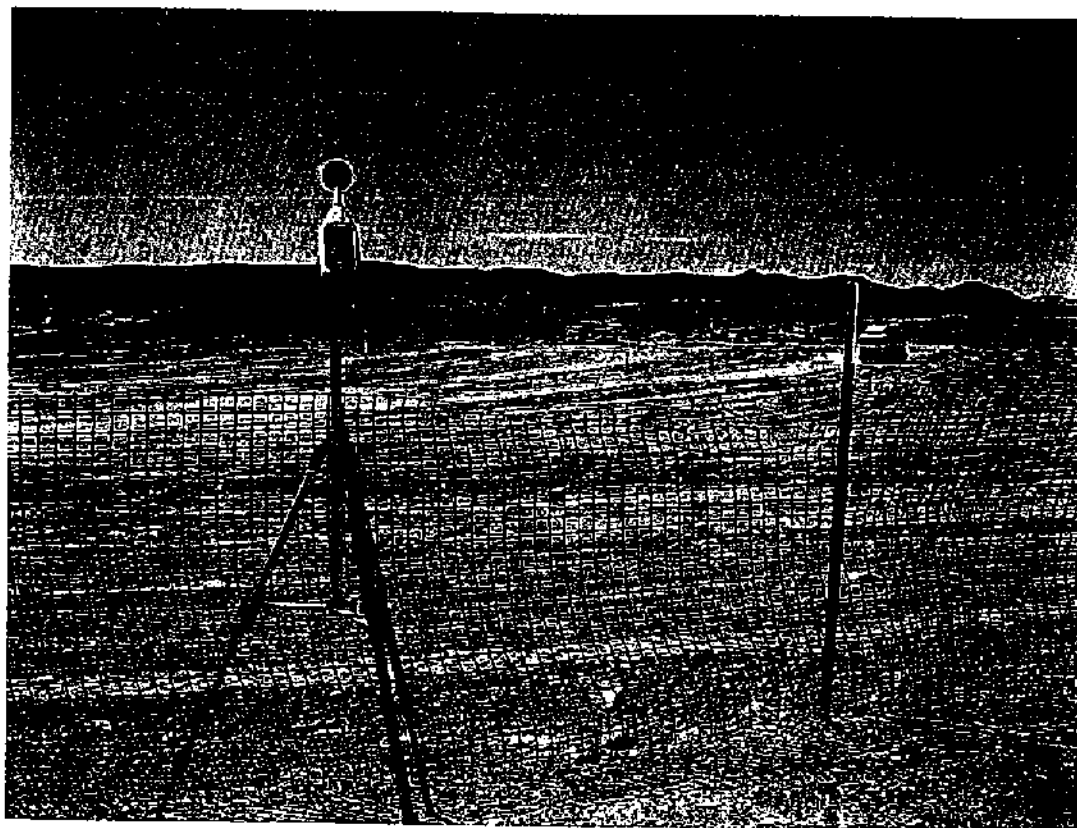
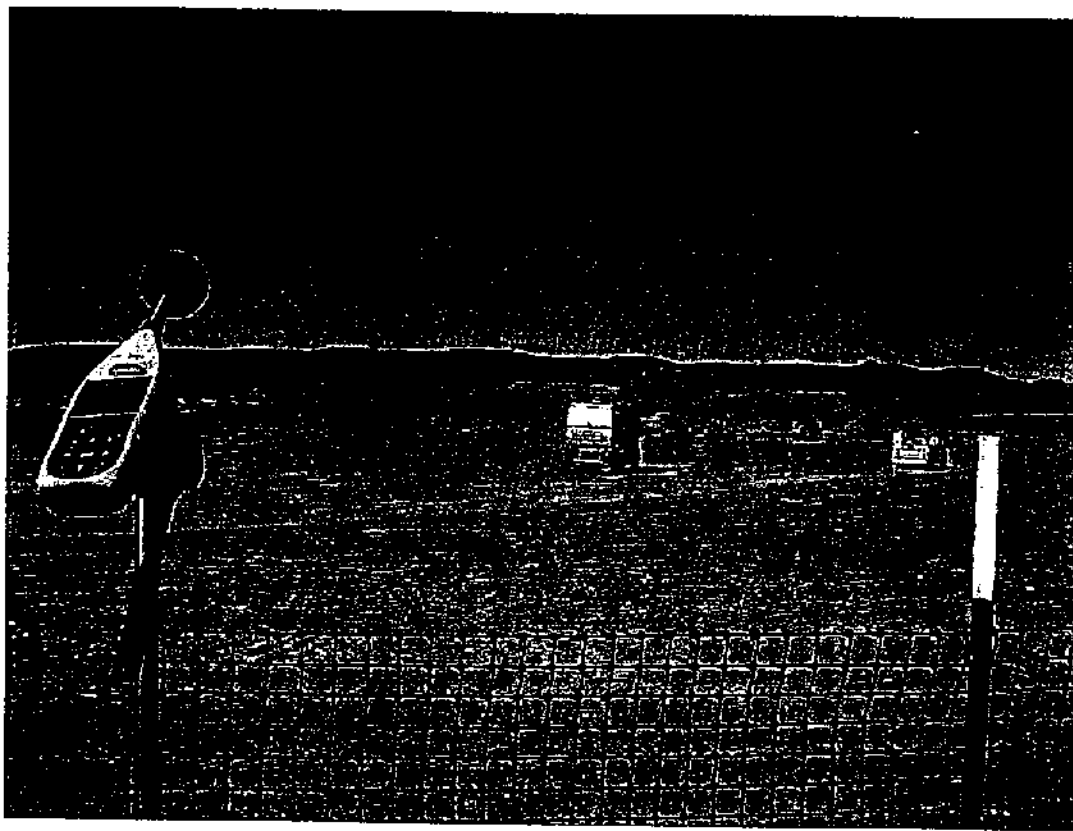
Bird Cannon



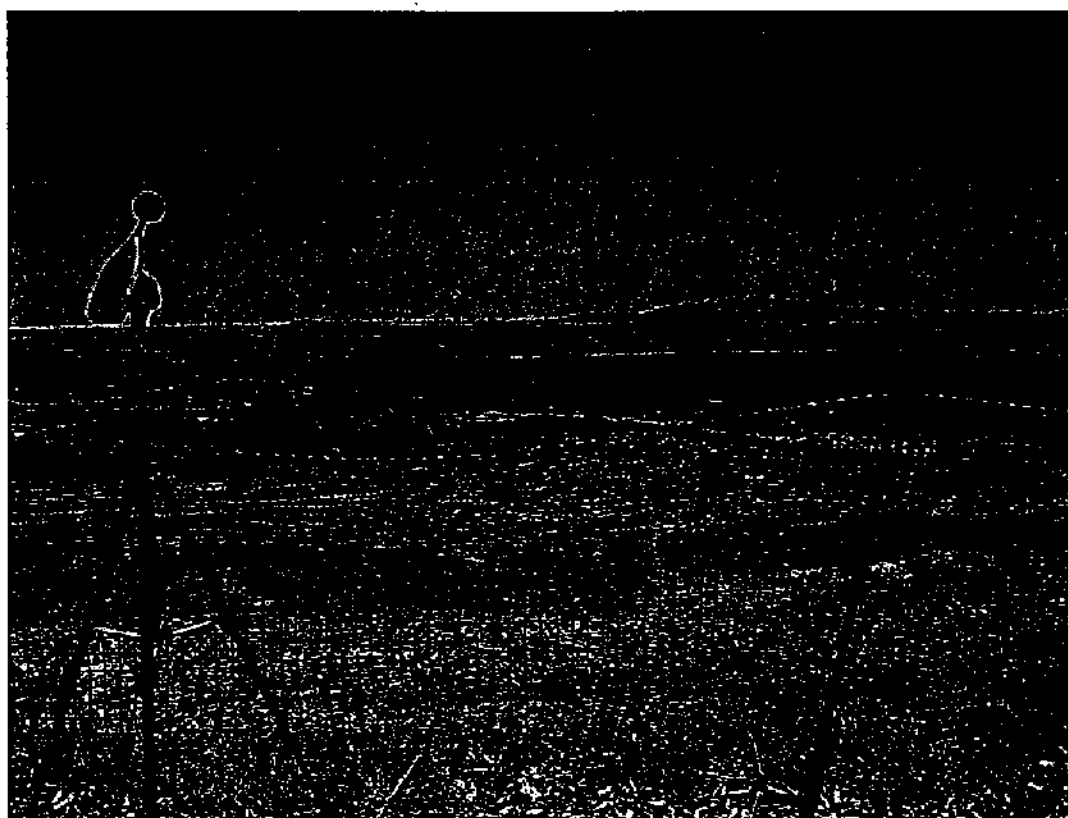
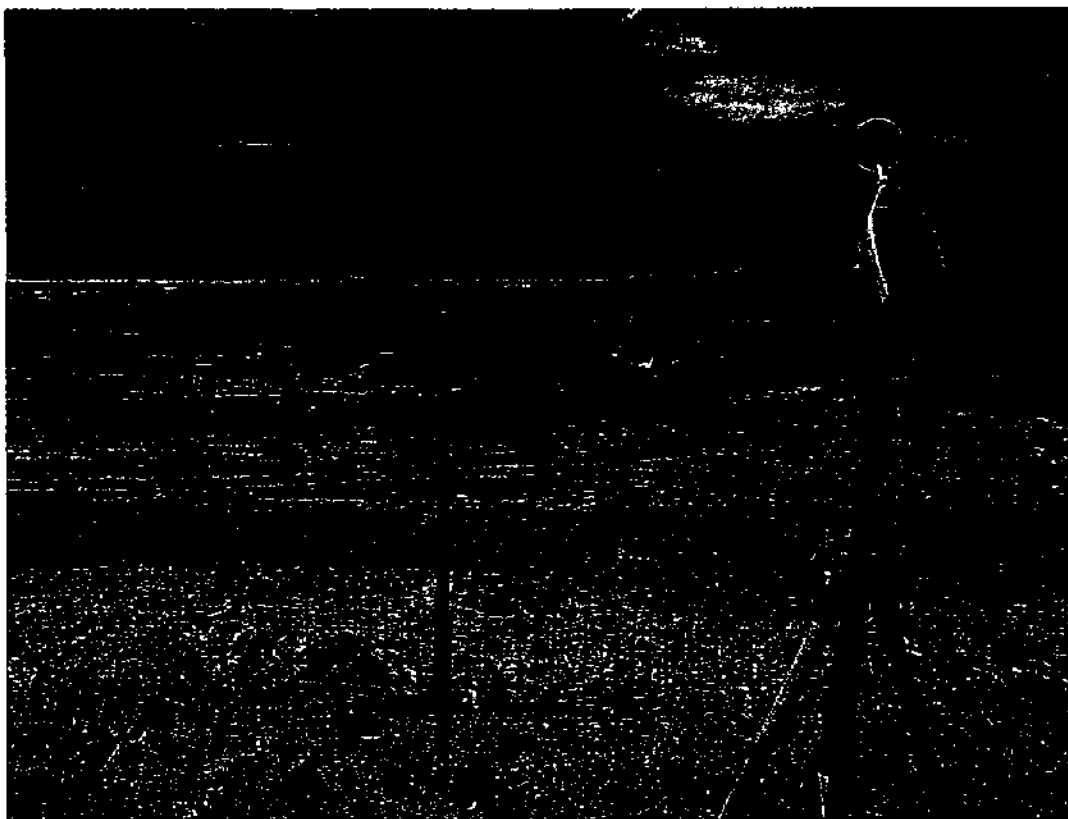
Cells 5B and 6B



Working Face A



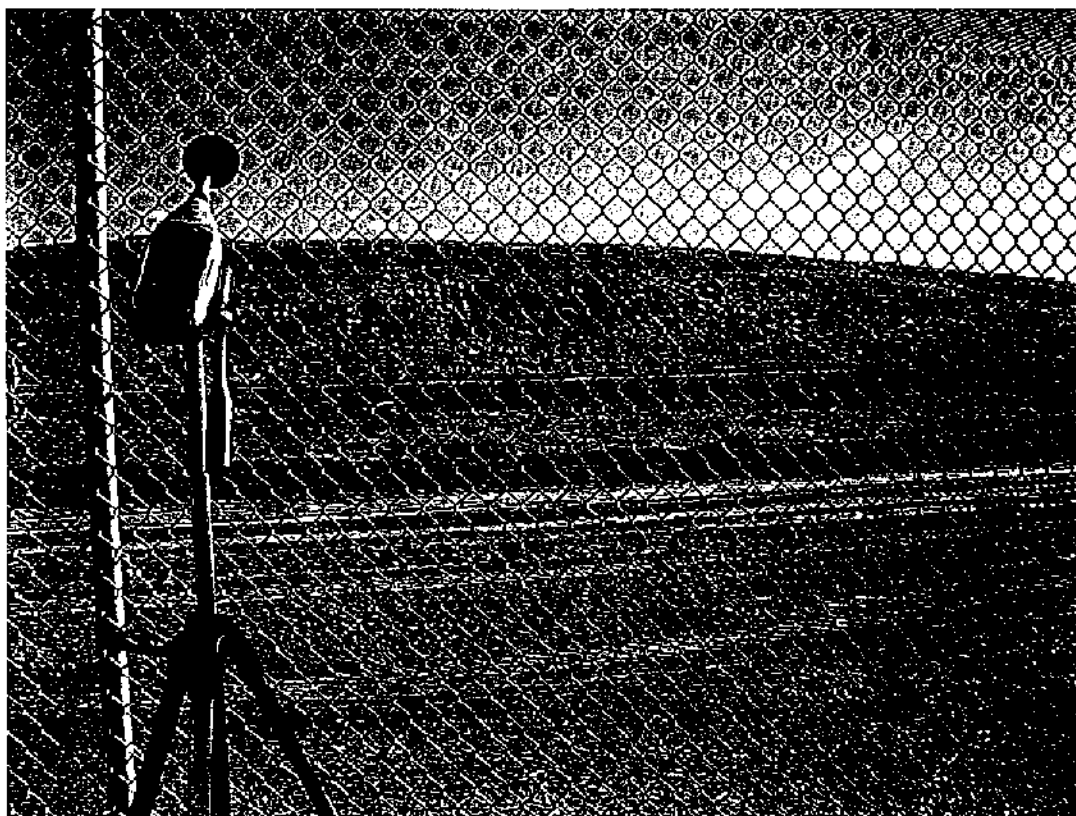
Working Face B



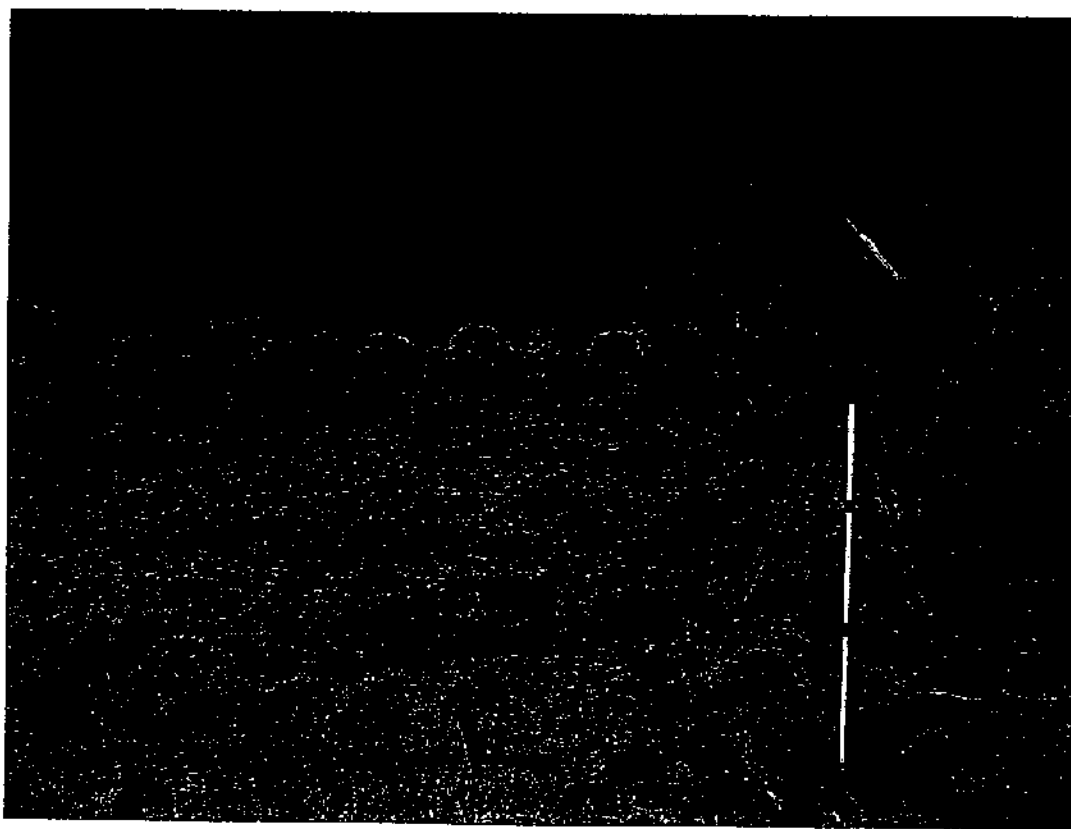
Rock Crushing



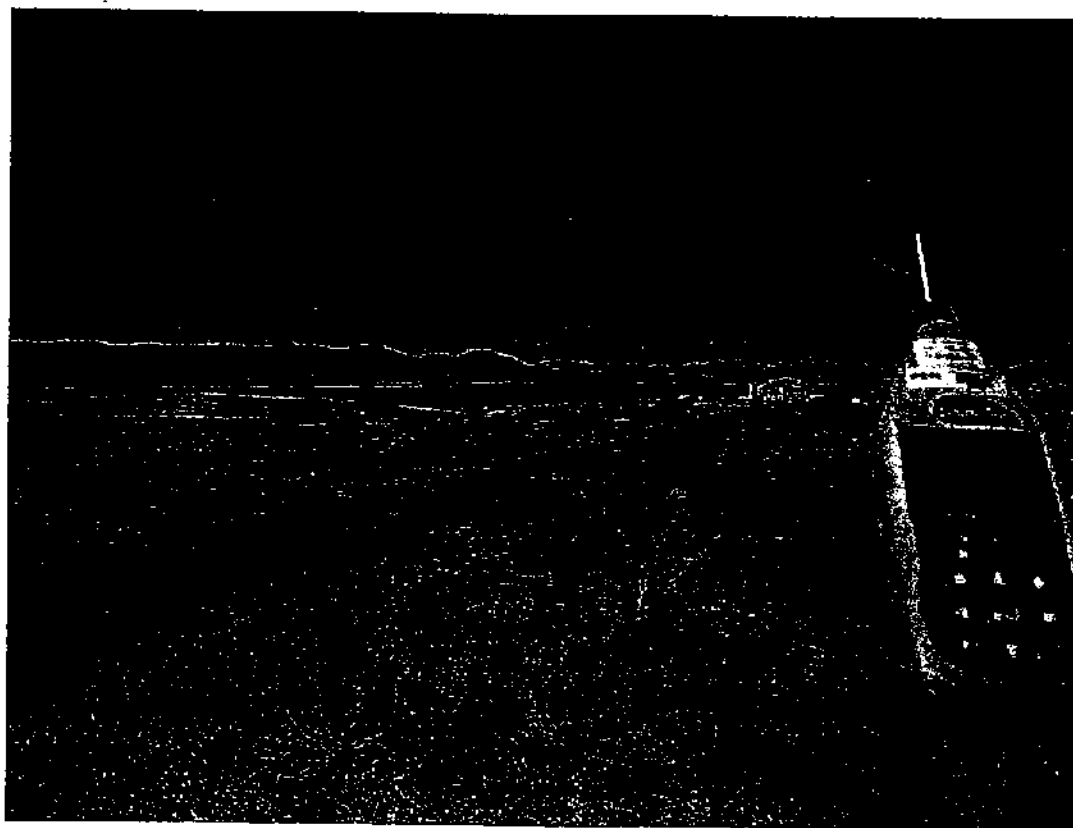
North Fenceline



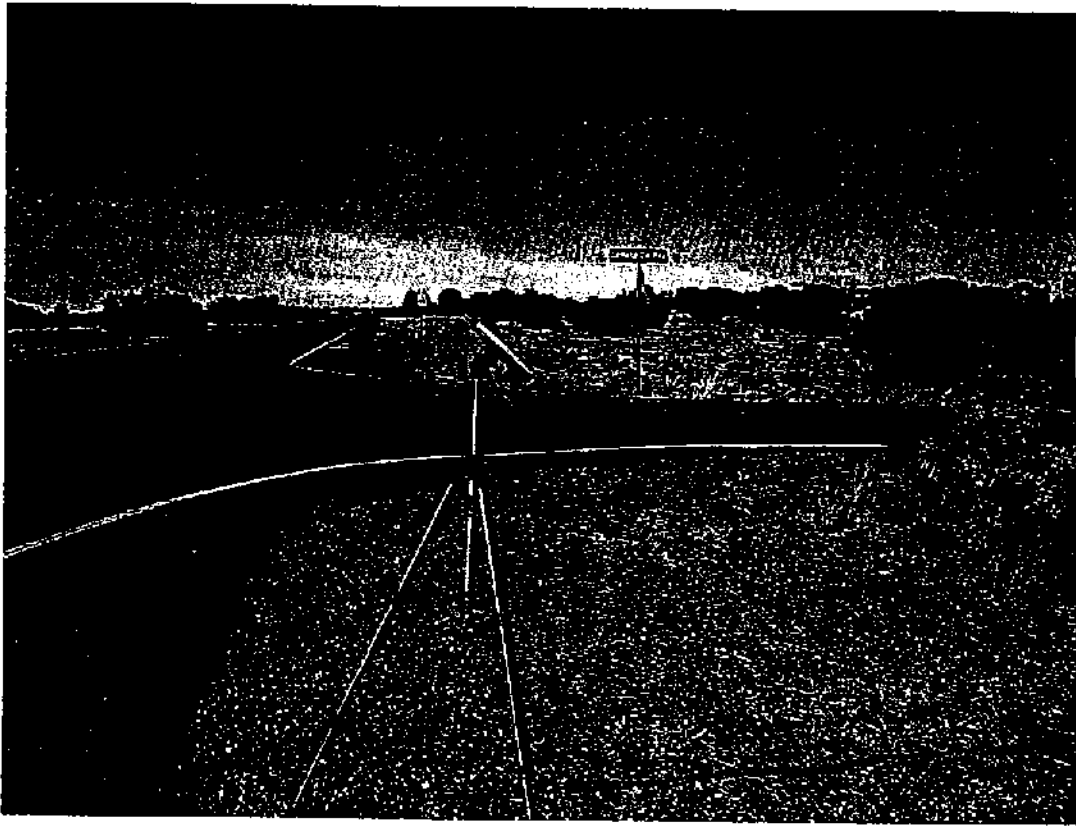
East Fenceline A



East Fenceline B



Residential A



Residential B



Attachment B

Noise Calculations

Caja del Rio Landfill Noise Measurement Summary

	#	Date & Time	Duration (min)	Measured Leq (dBA)	Location	Noise Source	Source to Measurement Location Distance (ft)	Normalized Leq @ 50' (dBA)
Source Specific Noise								
Rock crushing	1	3/10/2014 10:05	20	71	Crushing	Constant crushing noise	200	83
Working face (truck traffic, unloading waste, compacting)	1	3/10/2014 10:37	20	60	Working A	Trucks, compactor	850	84
	2	3/10/2014 11:05	20	60	Working B	Trucks, compactor	300	75
	3	3/10/2014 14:05	20	56	Working A	Trucks, compactor, crawler dozer	850	81
	4	3/10/2014 14:33	20	66	Working B	Trucks, compactor, crawler dozer	300	81
Ambient noise measurements								
N fenceline	1	3/10/2014 16:35	20	40	N Fence	Very quiet	1,750	71
E fenceline	1	3/10/2014 11:47	20	37	E Fence A	Faint noise from Cells 4B, 5B, 6B	2,800	72
	2	3/10/2014 12:15	20	41	E Fence B	Faint noise from Cells 4B, 5B, 6B	2,770	75
Residential property/Caja del Rio Rd	1	3/9/2014 18:50	20	60	Residential A	Caja del Rio Rd traffic noise	30	55
	2	3/10/2014 15:57	20	57	Residential B	Caja del Rio Rd traffic noise	60	59

Note: Source to measurement location distance approximated based on GPS coordinates and Google Earth

Caja del Rio Landfill Future Noise Analysis

Predicted Future Noise Levels

Noise Source	Receptor Address	Distance (ft)	Attenuation (dBA) Distance	Atmos.	Source Noise (dBA)	Noise @ Receptor (dBA)	Ambient Noise (dBA)	Total @ Receptor (dBA)	Change Above Ambient
Working Face	8 Paseo de Estrellas A/B	4,290	39	3	84	43	50	51	1
Working Face	3 Avenida de Mercedes	4,300	39	3	84	43	50	51	1
Crushing	3 Avenida de Mercedes	7,140	43	3	83	37	50	51	0

Attenuation Calculations

Distance attenuation

$$A_{ad} = 20 \times \log(d/d_{ref})$$

$$d_{ref} = 50 \text{ ft}$$

Atmospheric attenuation

$$A_{at} = ad$$

Conversion:

$$0.3048 \text{ m/ft}$$

$$1000 \text{ m/km}$$

Assumptions	
Ambient pressure (kPa)	101.3
Temperature (°F)	50
Relative humidity (%)	30
Frequency of noise source (Hz)	500
Air Attenuation Coefficient (α, dB/km)	2.3
	(dB/ft) 0.0007

Source:

Harris, Cyril M. 1998. *Handbook of Acoustical Measurements and Noise Control*. 3rd ed. - Chapter 3 Calculation of Attenuation
 Santa Fe, NM Monthly Average Temperature (Degrees Fahrenheit) - mean monthly average (49 F) <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?nmSAFE>
 Relative humidity based on average during site visit.

**Proposal for the Basalt Rock Crushing & Sales Operation
for the Caja Del Rio Landfill. RFP NO. '14/29/P**

Prepared for:

City of Santa Fe Purchasing Office

2651 Siringo Road, Bldg. "H"

Santa Fe, NM 87505

By:

DelHur Industries, Inc.

4333 Tumwater Access Road

PO Box 1116

Port Angeles, WA 98362

Contact: Rick Hurworth

Office: 432.897.4301

Mobile: 970.799.0994

DELHUR INDUSTRIES, INC.

**GENERAL CONTRACTORS
DELHUI15804**

Port Angeles (Corporate HQ)
4333 Turnwater Access Road
P. O. Box 1116
Port Angeles, WA 98362
360.457.1133
FAX 360.457.8773

Andrews Office
2443 W State Highway 176
Andrews, TX 79714
432.897.4301
FAX 432.360.4273

March 17, 2014

City of Santa Fe
Purchasing Office
2651 Siringo Road, Building "H"
Santa Fe, NM 87505

Attn: Shirley Rodriguez

Subject: RFP No. '14/29/P – Basalt Rock Crushing and Sales Operation for Caja Del
Rio Landfill
Acknowledgement of Receipt of Any and All Amendments to the subject RFP

Dear Ms. Rodriguez,

DelHur Industries, Inc. acknowledges receipt of the following amendments to the subject
RFP:

Addenda No. 1 dated March 13, 2014

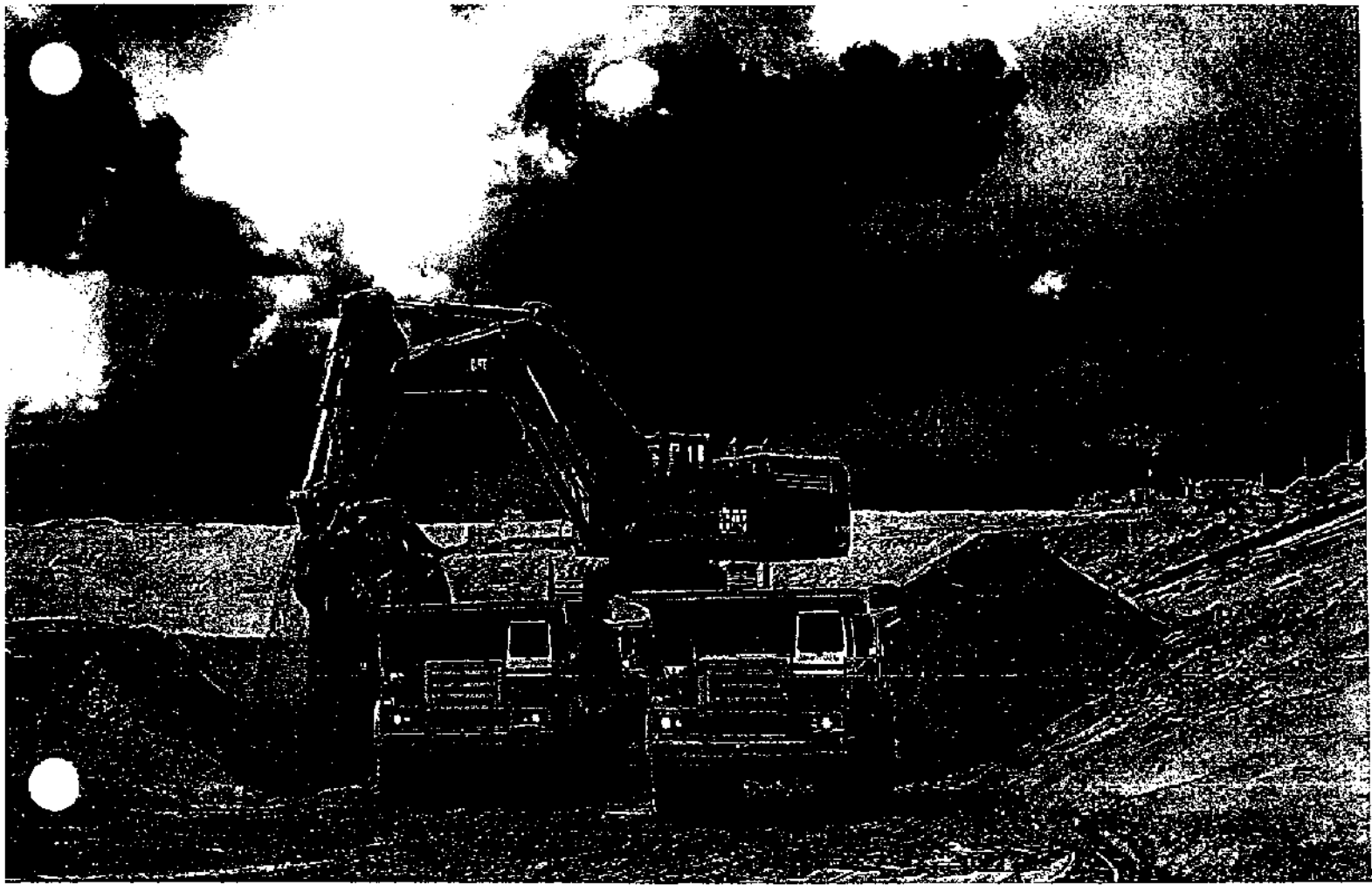
Thank you,



Rick Hurworth
Vice President

DelHur Industries, Inc.

Statement of Qualifications



Industrial Site Development • Landfill Facility Construction & Cell Closure • Environmental Remediation • Mine Development & Reclamation • Demolition • Dams/Reservoirs/Lagoons • Buildings & Infrastructure • Road & Rail Construction • Amended Soils Processing • Aggregate Processing • Rock Drilling & Blasting

DelHur Industries, Inc. (DelHur) has provided excellence in heavy civil construction services since 1966 and primarily performs work in 17 western states (Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North/South Dakota, Oklahoma, Oregon, Texas, Utah, Washington and Wyoming). The company's corporate office is located in Port Angeles, Washington and major office and shop facilities are maintained in Hermiston, Oregon; Richland, Washington; Durango, Colorado; and Andrews, Texas. DelHur owns and operates several rock quarries and gravel pits where they drill, blast, crush/process and sell aggregate products. Additionally, DelHur owns a commercial ready mix concrete plant. DelHur's talented and qualified workforce averages approximately 100 employees and the company has a bonding capacity in excess of \$80 million.

Federal Experience – Through the successful completion of over several hundred million dollars of federal contracts, DelHur has demonstrated its ability to manage complex high-visibility projects; many with multi-agency regulatory oversight. The company has an outstanding record performing challenging construction and environmental remediation scopes of work at the U.S. Department of Energy's (DOE's) Hanford Site near Richland, Washington, as a subcontractor for DOE Prime Contractors (Bechtel, URS, CH2MHill, etc.) since 1993. Throughout its history at Hanford (over 1 Million man-hours), DelHur has maintained an exemplary safety record, participated in Prime Contractor safety programs, met safety milestones, and accepted safety awards and special recognition. DelHur currently has an audited NQA-1 (2008) Quality Assurance Program and has been subjected to rigorous quality standards and audits throughout the performance of its numerous contracts at Hanford. DelHur has executed work for several other federal agencies to include: Army Corps of Engineers, Federal Highway Administration, Bureau of Reclamation, and the Department of Natural Resources.

Commercial Experience – DelHur has many commercial clients, from international Fortune 500 companies to regional businesses, in markets that include Mining, Oil and Gas, Waste Management, Transportation, and Water Resources. DelHur's experienced management team can provide value engineering, constructability reviews, and cost saving measures to mitigate risk and increase project productivity.





1. TECHNICAL EXPERIENCE

a. Current Crushing and Sales Contractor at the Caja Del Rio Quarry:

In 2006, DelHur was awarded the contract for the "Development and Operation of a Commercial Aggregate Quarry at the Santa Fe Solid Waste Management Agency Caja Del Rio Landfill". During its execution of this contract, DelHur has proven it has the technical experience required to perform crushing operations and sales of the resultant material. The Crushing Plant on site is on the Grid and uses no diesel generators for power. This dramatically reduces noise during the crushing operation allowing for fewer neighbor complains. DelHur retains Leppa Inc. and Western Technologies to monitor QC for aggregate production and NMDOT Certification. SCS Engineers are retained to obtain Permits (SWPPP, SPCC, Air Quality, and NMED O&M ATS Plan) and ensure DelHur follows the requirements through personnel training and site observation. Permits/Plans are currently in place and effective so as to not delay Aggregate Production.

b. Owner and Operator of Commercial Rock Quarries, Rock Pits, and a Ready-mix Concrete Plant:

DelHur owns several commercial rock quarries, rock pits, and a ready-mix concrete plant. The operation, maintenance, and management of these facilities are part of DelHur's daily course of business. The aggregate products produced from these facilities are utilized for DelHur's construction projects, as well as, sold to other contractors and the general public. Products range from sand and gravel to custom specified crushed rock and riprap. DelHur understands the importance of productivity, operational efficiency, marketing, safety, quality, etc. and it monitors and fine tunes these elements to ensure the success and profitability of these facilities.

c. Crushing and Processing Aggregate in Performance of Heavy Civil Projects

DelHur performs in excess of \$55 million dollars of heavy civil construction projects every year. Throughout the lifetime of the company, DelHur has completed hundreds of heavy civil projects that required (as part of their work scope) aggregate crushing, processing, stockpiling, hauling and delivery. These projects range from the construction of 30-acre "Super Cells" for the U.S. Department of Energy, to earthen and roller compacted concrete dams for the Corps of Engineers, to miles of highway and road construction for the Department of Transportation.

Many of the projects required the mobilization and permitting of a portable crushing plant, the crushing and processing of rock, and the testing and verification of the resultant material to ensure it meets contract specifications. Most projects also require the implementation of an Air Quality Permit and development of a SWPPP Plan for submission to the regulating Agency. DelHur owns the equipment and employs the trained personnel to self-perform these activities (with the exception of the testing and verification), rather than subcontract this work to a lower-tier company. On average, during the performance of its projects, DelHur produces approximately 500,000-650,000 tons of aggregate material each year. We work closely with MSHA at every site and take safety very seriously.



2. TECHNICAL PROJECT STRATEGY

DelHur's strategy to remove all remaining basalt is as follows:

We have a signed Supply Agreement with Associated Asphalt Materials(AAM) that will go into effect upon signing an Agreement with SFSWMA. This Agreement guarantees a minimum annual sale of 110,000 tons of Aggregates including but not limited to Asphalt Rock for their Plants nearby and NMDOT Base Course. AAM sold over 90% of the asphalt in the Santa Fe area. This will be the baseline for our sales.

Based on our previous on site sales records and the apparent uptick in the economy the last couple years, we anticipate selling an additional 50,000 tons beyond the minimum 110,000 tons for a total of 160,000 tons annually.

Additionally, we feel our past ability to create the necessary aggregates for use in future Landfill Cell Construction on site is beneficial to the Agency as well.



3. CAPACITY AND CAPABILITY TO PERFORM THE WORK

DelHur possesses the expertise and the appropriate resources to perform the requirements of the *Basalt Rock Crushing and Sales Operation for Caja Del Rio Landfill* project as detailed in the request for proposal documents. **Key Personnel/Manpower** – The current Project Manager(Rick Hurworth), Crushing Superintendent(Alan Wright), Qualified Operators(Brad Holmgren) and sales staff(Joe Kirmer) will continue to perform the crushing and sales operations if DelHur is the successful Bidder. The experience and technical expertise the current team possesses has proven effective throughout the performance of the current contract. DelHur has a sound plan developed to meet the goals the Agency has set forth in the new contract.

Equipment – DelHur will continue to utilize the heavy equipment, crushing plant, and infrastructure already mobilized to the Landfill which will be a significant time and cost savings to the Agency over other bidders who will be required to mobilize equipment.

DelHur has additional resources and expertise it can make available to the Agency in the future, should conditions change or the need for further resources or assistance arise.



4. PAST RECORD OF PERFORMANCE

During the performance of its current contract at the Caja Del Rio Landfill, DelHur has successfully completed all required elements in a safe, timely and efficient manner. As DelHur has developed and advertised the quarry, local agencies and contractors have begun to recognize it as a valid source for materials and sales have steadily increased every year after the recent recession. Throughout this period, DelHur was able to drill, blast, excavate and stockpile more than 2 million tons of basalt rock in the construction of Landfill Cells. DelHur was able to crush/process approximately 500,000 tons of material and to sell over \$500,000 of material for the Agency.

Angeles Concrete Products is based in Port Angeles, WA and consists of two Concrete Plants one in Port Angeles and one in Sequim, WA. DelHur crushes and processes over 100,000 tons of concrete spec. aggregate annually for these plants which provide over 80% of the concrete to the Olympic Peninsula. (Randy Adams – Angeles Concrete Products 360.457.0443)

Hallers Quarry in Sequim, WA provides various crushed products as well as rip rap to State and Federal agencies as well as local contractors. Delhur also crushes spec.material for Lakeside Industries out of this pit. Lakeside Industries is the major Asphalt Supplier/Contractor on the Olympic Peninsula. DelHur's Haller Quarry produces over 70,000 tons annually.(George Peabody – Lakeside Industries 360.452.7803)

DelHur Industries recently blasted and crushed in excess of 400,000 tons of spec.base in 7 months for two TXDOT Highway 349 contracts in Midland, Tx. Crushing was performed ahead of schedule and under budget. (Chad Windham – TXDOT 432.520.4683)

In addition to the above, DelHur has crushed extensively for Clallam County Road Dept, WA. out of various Quarries and Gravel pits. Materials produced have exceeded expectations and timeliness. (Tom Maley – Clallam County 360.417.2378).



5. PROXIMITY OR FAMILIARITY WITH THE AGENCY

DelHur currently has a mobile office trailer, portable shop, crushing equipment, other heavy equipment, and 4 employees site at the Caja Del Rio Landfill. With an office in Durango, Colorado and another with shop facilities in Andrews, Texas, DelHur is based in close proximity to the site and able to respond promptly to the Agency's needs.

Since 2006, DelHur has performed several contracts for the Agency to include:

- Construction of Cells 4, 5, and 6
- Cell 4 B Construction
- Development and Operation of a Commercial Aggregate Quarry
- Cell 5B,6B Basalt Removal/Cell Grading

DelHur has assisted the Agency with its landfill expansion projects, as well as with the development of the commercial quarry and therefore is very familiar with the Agency and its operation and business plan regarding this facility.



6. FINANCIAL STABILITY

Since its inception in 1966, DelHur has seen steady slow financial growth. Almost 50 years later, DelHur remains financially stable and continues to recognize steady growth even in these times of economic downturn and instability. DelHur has been able to achieve this stability by executing conservative business practices, investing in good management and supervisory personnel, and through the consistent execution of its construction services for its clients.

DelHur currently is performing work on contracts that total in excess of \$57 Million dollars with additional awards pending for more work in 2014 and 2015. Bonding limits remain \$50+ Million for single projects and \$80+ Million aggregate. (See attached letter from Propel Insurance, DelHur's surety.)



1701 Pacific Avenue
Suite 1000
Tacoma WA 98402-4321
253 755 2200

March 14, 2014

Re: Delhur Industries, Inc.

To Whom It May Concern:

As the surety broker for Delhur Industries, Inc., we are pleased to provide information concerning their capabilities and bonding. During the time that we have been associated with Delhur, they have consistently demonstrated an excellent performance record based on sound planning, tight project controls, superior knowledge of construction requirements, and tireless efforts. Delhur Industries, Inc. has a well-established reputation for delivering cost effective and high quality projects to their many satisfied clients. In short, we hold Delhur Industries, Inc. in the highest regard and highly recommend them for your project.

The Insurance Company of the State of Pennsylvania/New Hampshire Insurance Company (Chartis) is the surety bonding company for Delhur Industries, Inc. Chartis maintains updated files on Delhur Industries and is well versed in their management, financials and operating capabilities.

In the past, Chartis has approved single jobs for Delhur Industries in excess of \$50,000,000 with total aggregate backlogs in the upper eight figures range. In the event payment and performance bonds are required in line with the above parameters, we have every reason to believe Chartis will entertain them, subject to their normal underwriting guidelines and verification of financing.

In closing, we feel extremely honored and privileged to have Delhur Industries, Inc. as a client. Should you have any questions or require any additional information on this fine company, please do not hesitate to call me at 253-310-4016.

Respectfully

A handwritten signature in black ink, appearing to read "Brent E. Heilesen", written over a horizontal line.

Brent E Heilesen
Account Executive



7. SAFETY AND REGULATORY COMPLIANCE

DelHur strives to maintain safety practices that are second to none by cultivating a safety culture of awareness and discipline that is modeled daily from the office to the field. Developing a strong safety program and superior safety practices is achieved by having a dedicated and engaged management team balanced with a talented and committed workforce.

Through employee training and the implementation of our corporate Safety Program and safe work practices, DelHur is able to identify and mitigate work hazards and risks. Our safety philosophy is based upon the principle that all incidents are preventable and that health and safety considerations must be considered for each task we undertake. Every year a team of DelHur employees assess our programs and policies to promote continuous improvement and ultimately achieve the highest standards of program excellence. We implement new industry standards, analyze the current status of our programs, identify areas for improvement, and then implement solutions to reduce risk and further enhance our safety performance.

During the performance of its contracts with the Agency, DelHur has maintained a zero injury/incident record at the facility and has completed its work within OSHA and MSHA standards and requirements. The following table represents DelHur's Interstate Experience Modification Rate (EMR) for the past 3 years:

YEAR	RATE
2013	0.73
2012	0.75
2011	0.83

Over the past 45+ years, DelHur has worked on many projects with regulatory oversight and compliance requirements. Therefore, we know how to interface with regulators, understand our contractual requirements related to safety, environmental and quality standards, and we are able to provide them with appropriate documents to meet these standards. The following is partial list of the regulatory agencies DelHur has worked with in the performance of past contracts:

- Occupational Safety and Health Administration
- Mine Safety and Health Administration
- US Department of Energy
- NMED
- TCEQ
- Environmental Protection Agency
- Multiple State and Local Health Departments
- Washington State Department of Ecology
- Army Corps of Engineers



8. INNOVATIVENESS

DelHur's ability to limit the impacts related to views, dust, noise, and traffic are as follows:

Views:

DelHur will use its best efforts to process the highest portion of the basalt pile within the first year of operation. This height reduction will serve to minimize the overall visibility of the basalt pile.

As stated previously, DelHur has contracted exclusively with AAM to Supply Asphalt Rock. AAM supplies over 90% of the asphalt in the Santa Fe area. AAM currently has two Asphalt Plants nearby. Any other offerers will be depending on producing Asphalt Rock themselves because Asphalt Rock is such a high percentage of the market in the area. This would almost certainly lead to another Asphalt Plant being erected in the Santa Fe area. It has been our experience that neighbors do not like new Asphalt Plants erected in the Santa Fe area. Therefore, utilizing two existing Asphalt Plants to market the Basalt Pile at the landfill is the best solution on a number of fronts; timeliness(not waiting for a Permit to sell rock); environmentally(close proximity) and of course aesthetically(not having to view or smell an additional Asphalt Plant in the Santa Fe area).

Dust:

DelHur currently utilizes recycle water from the Wastewater Treatment Plant provided for the most part through the SFSWMA reservoir located on the Landfill site. We currently have a pipeline running from the reservoir directly our Crushing Plant for dust control to comply with our Air Quality Permit. This saves us and from burning diesel and creating dust with a water truck to haul water from the reservoir. This is a win win from an efficiency and environmental standpoint.

Noise:

As mentioned earlier, DelHur utilizes power from the Grid rather than burning diesel to power a noisy generator. This dramatically reduces the noise and emissions our Crushing Plant produces because the electric motors are virtually silent. We have also constructed a sound barrier around our plant using the last 600,000 tons of basalt excavated which reduces noise to the closest neighbors.

Traffic:

AAM will be hauling over 70% of the material from the landfill. AAM hauling units have proven to be the most organized hauling team out of all the vendors DelHur has sold to in recent years. They interface well with the scale house, respect landfill traffic, obey the speed limits and keep their paperwork in order.

Similarly, the haul to AAM Plant is only 4 miles away from the Landfill and it is a fact that in order to move the required tonnage DelHur will utilize a smaller number of individual truck drivers; each of which is intimately familiar with the haul route. The end result is less impact to local traffic and most importantly safer roads.



9. ECONOMIC PROPOSAL

Economic Benefits to SFSWMA:

As stated in the Technical Project Strategy portion of this Proposal, DelHur has secured a minimum Supply Agreement with Associated Asphalt Materials(AAM) for a minimum of 110,000 tons annually. Discussions with AAM indicate they have based this tonnage on sales through the recession and that 110,000 tons is a conservative quantity. DelHur estimates that an additional 60,000 tons of materials beyond the 110,000 tons is not unrealistic. This is based on recent sales for materials other than those provided to AAM. SFSWMA would be paid \$1.50 per ton sold by DelHur across SFSWMA scales on a monthly basis. SFSWMA would be responsible for paying BLM Royalties. While we understand the need for the Agency to offset the Landfill development cost, DelHur is tasked with selling a large quantity of rock per year. In order to do so, our prices must be low. If we raise our price in order to offer more to the Agency, and it is more that the market can bear, then the rock will not move. It is a balancing act. Therefore, in the event we can raise our prices in future years DelHur will split the price increase with the Agency. For example, if in a year or two from now if the economy picks up and we negotiate a price increase of \$0.50 per ton with AAM because they feel they can still purchase the minimum quantity then DelHur would add \$0.25 per ton to the amount paid to SFSWMA.

In addition to the royalty above, we would be willing to pay the Agency \$3.00 per 1000 gal for the water used to control dust during our crushing operation.

DelHur is also very interested in continuing to negotiate and construct landfill cells for SFSWMA . We believe we can continue to be cost effective due to the fact that we are familiar with this particular landfill layout, we have our infrastructure in place to perform the work, and have produced liner cover from the basalt in the past. We could produce this cover material for \$5.00 per ton in a stockpile if we were the successful bidder.

Lastly, DelHur sees a benefit to handling the disposal of the landfill waste for SFSWMA. Having a disposal crew on site would create some synergies with our sales operation if we were the successful bidder. We feel it would save us about \$0.50 per ton of aggregate sold which we would pass on to the Agency(in addition to the \$1.50 per ton) if a disposal agreement could be negotiated. See section "Other Supporting Material" in this Proposal.

Proposed Landfill Operation Scope:

Provide all labor and equipment to handle waste stream after passing through scale house complete including:

Coordinate with scale house and landfill manager.

Maintain landfill site access roads.

Maintain landfill site signage.

Construct/Maintain temporary access roads to working face.

Maintain landfill site trash fence adjacent to working face.

Place and compact waste to required historical density.

Place daily cover on working face from existing site daily cover stockpiles or new cell footprint.

Grade and Maintain working landfill slopes based on existing design parameters.

Provide necessary dust control.

Maintain landfill site recycle water system.

Provide SFSWMA volumes/air space data monthly based on existing design parameters.

Monthly Fee Est.: \$203,000 based on current daily tonnage.

Exclusions:

Hauling

Re – Paving site access roads

Landfill Permits.

Landfill Design

Hazardous Waste Disposal

Trash Picking

Bond/Insurance

NMGR

DELHUR INDUSTRIES, INC.

GENERAL CONTRACTORS
DELHUI15804

Port Angeles (Corporate HQ)
4333 Turnwater Access Road
P. O. Box 1116
Port Angeles, WA 98362
360.457.1133
FAX 360.457.8773

Andrews Office
2443 W State Highway 176
Andrews, TX 79714
432.897.4301
FAX 432.360.4273

Subject: RFP No. '14/29/P – Basalt Rock Crushing and Sales Operation for Caja Del Rio Landfill

Sub-Consultants

DelHur Industries, Inc. is not proposing the use of any sub-consultants in its proposal for the execution of the work associated with the subject RFP.



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

City of Santa Fe, New Mexico BUSINESS LICENSE

Business Name: **DELHUR INDUSTRIES INC**

Location: **SF COUNTY**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTV**

Comment:

Control Number: **0064402**

License Number: **14-00124390**

Issue Date **February 25, 2014**

Expiration Date **December 31, 2014**

DELHUR INDUSTRIES INC
PO BOX 5270

WEST RICHLAND WA 99353

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE**

Date Business Started in NM 04/01/97		Date ID Number Issued 03/28/97		IDENTIFICATION NUMBER 02-337938-00-3	
Business Location 4333 TUMWATER ACCESS RD				FILING STATUS <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly Filing <div style="font-size: small;"> Jan - Mar Apr - June July - Sept Oct - Dec </div>	
City and State PORT ANGELES WA		Zip Code 98362-0000		<input type="checkbox"/> Semiannual Filing <div style="font-size: small;"> Jan - June July - Dec </div>	
Taxpayer Name 					
Firm Name DELHUR INDUSTRIES INC					
Mailing Address PO BOX 1116				<input type="checkbox"/> Semiannual Filing <div style="font-size: small;"> Jan - June July - Dec </div>	
City and State PORT ANGELES WA		Zip Code 98362-0000			

This Registration Certificate is issued pursuant to Section 7-1-13 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division, Director

By *Marilyn D. Hill*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630.

urp-33 2/94

STATUS: ACTIVE

THIS CERTIFICATE IS NOT TRANSFERABLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance Tacoma Commercial Insurance 1201 Pacific Ave, Suite 1000 Tacoma, WA 98402	CONTACT NAME: Marci Berger	
	PHONE (AC, No, Ext): 800 499-0933	FAX (AC, No): 866.577.1326
INSURED DelHur Industries, Inc. 4333 Tumwater Truck Route Port Angeles, WA 98363	E-MAIL ADDRESS: mrbc@propelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Chartis Specialty Insurance Com	NAIC # 26883
	INSURER B: Companion Specialty Insurance	13124
	INSURER C: Zurich-American Insurance Compa	16535
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X	PROP7004930	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA Occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP589916600	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		PROU7004931	05/01/2013	05/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WC589916700	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATUS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution - Occur Professional -		PROP7004930 Claims Made	05/01/2013	05/01/2014	Combined w/General Liab

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Edwin A. Hamberg</i>

© 1988-2010 ACORD CORPORATION. All rights reserved.

This page has been left blank intentionally.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 05/01/2013

Forms a part of Policy No: PROP7004830

Issued to: Dellur Industries, Inc.

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED / PRIMARY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
PROFESSIONAL LIABILITY POLICY**

In consideration of an additional premium of \$Included it is hereby agreed that the following is included as an Additional Insured as respects Coverage A and B but only as respects liability arising out of your work for the Additional Insured by or for you.

Additional Insured:

As required by written contract or agreement

This does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the Additional Insured.

As respects the coverage afforded the Additional Insured, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such Additional Insured whether primary, excess, contingent, or on any other basis.

This endorsement does not increase the Company's limits of liability as specified in the Declarations of this policy.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (In states where applicable)

This page has been left blank intentionally.

ENDORSEMENT NO.

This endorsement, effective 12:01 AM, 05/01/2013

Forms a part of Policy No: PROP7004930

Issued to: Deltar Industries, Inc.

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION - SPECIFIC PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

As required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

It is hereby agreed that SECTION IV, Conditions, paragraph 9. Subrogation is amended to include the following:

We agree to waive this right of subrogation against the person or organization shown in the Schedule above to the extent that you had, prior to an occurrence or claim, a written agreement to waive such rights.

All other terms, conditions, and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

This page has been left blank intentionally.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councillors Bill Dimas, Peter Ives, and Chris Rivera; Santa Fe County Commisssloners Robert Anaya, Miguel Chavez, Kathy Holian, and Liz Stefanica.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Sue Palmerheim
Signature

3/17/2014
Date

VP of Business Development
Title (position)

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: May 12, 2014
Subject: Request for Approval of Resolution 2014-2 Updating a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure, Post-Closure Care, Phase I and II Assessment, and/or Corrective Action Costs at the Santa Fe Solid Waste Management Agency Facility Known as the Caja del Rio Landfill.

BACKGROUND AND SUMMARY:

All solid waste facilities including landfills are required to provide financial assurance for closure, post closure care, Phase I and II assessment, and/or corrective action costs in accordance with the applicable portions of 20.9.10 NMAC.

Resolution 2014-2, a local government reserve resolution, states that the Closure/Post-Closure Fund (5509) will be updated to provide dedicated funds for future closure, post closure care, Phase I and II, and corrective action costs for the Caja del Rio Landfill. The resolution will be a required part of the NMED permit renewal application and solid waste annual reports.

On April 1, 2014, the NMED requested that the Agency update the resolution as part of the landfill permit renewal application submitted to the NMED on November 7, 2013.

As of June 30, 2013, the cash balance in the Closure/Post-Closure Fund (5509) is approximately \$6.8 million whereas as the closure and post-closure care cost estimates for the current disposal area of the landfill (64.9 acres) is \$5,825,657.

On January 22, 1999, the Board approved Resolution 1999-1 establishing a restricted reserve cash account and related liability account in the Santa Fe Solid Waste Management Agency Closure/Post-Closure Fund (5509) to provide funds for future closure costs at the Caja del Rio Landfill. The estimated closure cost at that time was \$3,135,641, based on a cost summary by the landfill engineer.

In August 1998 the NMED approved a permit modification that includes an alternate final cover system. The cover system eliminated the placement of a geomembrane or compacted clay and called for 18 inches of 3.25 x 10⁻⁵ cm/sec soil material. In February 2000 the Agency submitted to the NMED the modified calculations of closure and post-closure care costs. The calculations, however, were either not relevant or improperly estimated.

Exhibit "3"

In November 2005 the Agency updated the closure and post-closure care costs using correct inputs to determine the estimated costs that meet both the NMED regulations and GASB requirements. The cost estimates for the landfill as of June 2005 was \$5,046,593. The estimates were based on an approved alternate final soil cover design, 76 acres, and no active methane gas system. The cost for an active methane gas system is funded separately by a methane gas collection reserve fund.

On December 14, 2006, the Board approved the updated closure and post-closure care cost estimates contained in the report dated November 16, 2006. The cost estimates for the landfill as of June 2006 was \$5,226,592. A third party/independent review of the cost estimates determined that the estimates were reasonable and were consistent with industry standards.

Each year the Agency brings forward an updated closure and post closure care cost estimates to the Board for approval. The updated estimates are disclosed in the closure and post-closure care cost section of the Agency's annual financial statements each year.

REQUEST:

The Agency is requesting the Board approve Resolution 2014-2.

Attachment: Resolution 2014-2
Resolution 1999-1

ATTACHMENT

Resolution 2014-2

RESOLUTION 2014-2

UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENT, AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Caja del Rio Landfill; and

Whereas, the post-closure care period of the Caja del Rio Landfill is expected to be at least 30 years; and

Whereas, the Caja del Rio Landfill facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure, post-closure care, Phase I and II assessment and/or corrective action for the facility; and

Whereas, by Resolution 1999-1, the Santa Fe Solid Waste Management Agency established a restricted cash account and related liability account to be used solely to fund future closure, post-closure care, Phase I and II, and/or corrective action expenditures for the Caja del Rio Landfill facility; and

Whereas, Resolution 1999-1 provided for a transfer into the restricted cash account an amount equal to One Hundred Fifty-Six Thousand Seven Hundred Eight-Two Dollars and Five Cents (\$156,782.05) for Fiscal Year 2001; for an annual transfer thereafter of an amount appropriate to build a fund sufficient to cover estimated costs; and for annual review and adjustment of the original cost estimate of Three Million One Hundred Thirty Five Thousand Six Hundred Forty One Dollars and No Cents (\$3,135,641.00) to account for any increases or decreases in the original cost estimate; and

Whereas, the cost for the closure, post closure care, Phase I and II assessment, and/or corrective action is now estimated to be Five Million Eight Hundred Twenty-Five Thousand Six Hundred Fifty-Seven Dollars and No Cents (\$5,825,657.00), based on a cost summary provided by the landfill design engineers; and

Whereas, the amount in the restricted cash account is now approximately Six Million Eight Hundred Thousand Dollars and No Cents (\$6,800,000.00), which is sufficient to cover the current cost estimate, and so the Santa Fe Solid Waste Management Agency will transfer no money in Fiscal Year 2015, but will continue to maintain the restricted cash account at a sufficient level.

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Section 1. That the Santa Fe Solid Waste Management Agency continue to maintain a restricted cash account and related liability account in the Closure/Post Closure Fund to be used solely to fund future closure, post-closure care, Phase I and II assessment, and/or corrective action expenditures for the Caja del Rio Landfill facility.

Section 2. That each year, if necessary, the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the current cost estimate of Five Million Eight Hundred Twenty-Five Thousand Six Hundred Fifty-Seven Dollars and No Cents (\$5,825,657.00). This will maintain a fund sufficient to assure closure, post-closure care, Phase I and II assessment, and/or corrective action costs for the Caja del Rio Landfill facility by 2035.

Section 3. Those withdrawals from the restricted cash account shall only be for the purposes of closure, post-closure care, Phase I and II assessment, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico for the Caja del Rio Landfill facility.

Section 4. Those withdrawals from the restricted cash account shall only be authorized by the Joint Powers Board and the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure, post-closure care, Phase I and II assessment, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico.

APPROVED, ADOPTED AND PASSED this 15th day of May, 2014, at a regularly called meeting of the Joint Powers Board of the Santa Fe Solid Waste Management Agency.

Santa Fe Solid Waste Management Agency:

Miguel Chavez
Chairperson

Date

Attest:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to Form:

Justin W. Miller
Agency Attorney

Date

ATTACHMENT

Resolution 1999-1

RESOLUTION - 1999 -1 1868723

ESTABLISHING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CLOSURE AND POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE (CLOSURE, POST CLOSURE, PHASE I AND PHASE II, AND/OR CORRECTIVE ACTION) COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY SOLID WASTE FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

WHEREAS, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Caja Del Rio Landfill; and

WHEREAS, the post-closure care period of the Caja Del Rio Landfill is expected to be at least thirty (30) years; and

WHEREAS, the Caja Del Rio Landfill has been designed and constructed to meet or exceed the Solid Waste Management Regulation of the State of New Mexico; and

WHEREAS, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate (closure, post closure, Phase I or Phase II assessment and/or corrective action) for the facility; and

WHEREAS, the cost for (closure, post-closure, Phase I and Phase II assessment, and/or corrective action) is estimated to be three million one hundred and thirty five thousand six hundred and forty one dollars (\$3,135,641) based on a cost summary provided by the landfill engineer; and,

WHEREAS, the annual amount to be transferred in FY 2000/2001 is One hundred and fifty six thousand seven hundred and eighty two dollars and five cents (\$156,782.05).

BE IT RESOLVED BY THE JOINT POWERS BOARD of the Santa Fe Solid Waste Management Agency:

Section 1. That the Santa Fe Solid Waste Management Agency establish a restricted cash account and related liability account in the Santa Fe Solid Waste Management Agency Closure and Post-Closure Care Fund to be used solely to fund future (closure, post closure, Phase I and Phase II and/or corrective action) expenditures for the Caja Del Rio Landfill.

Section 2. That each year the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the original cost estimate of \$3,135,641. This will build a fund sufficient to assure

1868724

(closure, post-closure, Phase I and Phase II assessment, and/or corrective action) costs for the Santa Fe Solid Waste Management Agency.

Section 3. That withdrawals from the restricted cash account shall only be for the purpose of (closure, post closure, Phase I and Phase II assessment, and/or corrective action) as defined in the Solid Waste Management Regulations of the State of New Mexico for the Santa Fe Solid Waste Management Agency.

Section 4. That withdrawals from the restricted cash account shall only be authorized by the Santa Fe Solid Waste Management Agency Joint Powers Board and the Secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for (closure, post closure, Phase I and Phase II assessment, and or corrective action) as defined in the Solid Waste Management Regulations of the State of New Mexico

APPROVED, ADOPTED AND PASSED this 22 day of Jan, 1999



ATTESTED TO BY

Rebecca Bustamante

Rebecca Bustamante
Santa Fe County Clerk

SANTA FE SOLID WASTE
JOINT POWERS BOARD

Paul Duran
Paul Duran, Chairman



1147567
COUNTY OF SANTA FE
STATE OF NEW MEXICO

I hereby certify that this instrument was filed
for record on the 10 day of May A.D.


20 01 at 9:07 o'clock a m

and was duly recorded in book 1868
page 723-724 of the records of
Santa Fe County

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Marcella Salazar
Deputy

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 12, 2014
Subject: Update on Amnesty Day at the Buckman Road Recycling and Transfer Station.

Agency staff will present the results of Amnesty Day at the Buckman Road Recycling and Transfer Station (BuRRT) held April 26-27, 2014.

As approved by the Board, the Agency hosted an Amnesty Day whereby the fees associated with disposal at BuRRT were waived on Saturday, April 26th.

The event was very busy for the Agency. A typical Saturday for BuRRT, on average, is approximately 350 customers (residents and businesses). For Amnesty Day 742 residents participated in the event.

Some of the highlights of the event include:

- 238 deliveries of Household Hazardous Waste (HHW) and other chemicals;
- 431 passenger tires delivered for recycling;
- Approximately 22 tons of green waste was brought to BuRRT for mulching;
- Over 200 deliveries of electronic scrap for recycling;
- 118 tons of unwanted material was sent to Caja del Rio Landfill for disposal; and
- An average of 371 pounds of waste was delivered per participant.

The Agency held a second event on Sunday, April 27th, for green waste and scrap tires. This event generated almost 30 tons of green waste and 431 tires. In total, 185 residents participated in the event

Finally, the Agency is working together with the City of Santa Fe, Santa Fe County and Keep Santa Fe Beautiful on the Toss No Mas Fall Cleanup event on September 28, 2014.