



AGENDA

SWMA JOINT POWERS BOARD
MAY 19, 2022
5:00 PM
ATTEND VIRTUALLY



<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m83ce05c8ffb10492ae70775ce74464c7>

Join by Telephone or Mobile Device: (415) 655-0001

Meeting Number (Access Code): 2554 962 2641

Meeting Password: 843 33 677

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **APPROVAL OF AGENDA**
- IV. **APPROVAL OF MINUTES**
 - A. Regular Meeting – April 21, 2022
- V. **MATTERS FROM THE PUBLIC**
- VI. **UPDATE ON FY-21 AUDIT – Brian Colón, Office of the State Auditor**
- VII. **APPROVAL OF CONSENT AGENDA**
- VIII. **CONSENT AGENDA**
 - A. Request for Approval of Amendment No. 3 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P); and
 1. Extend the Term of the Agreement through May 30, 2023.
 2. Increase the Compensation by \$300,000 for a Total Amount Not to Exceed \$2,550,000.
 - 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. '22/25/P).
- IX. **MATTERS FROM THE EXECUTIVE DIRECTOR**
- X. **MATTERS FROM THE BOARD**



AGENDA

SWMA JOINT POWERS BOARD
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XI. **MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

- A. Danita Boettner, P.E., Landfill Manager, Santa Fe Solid Waste Management Agency.
- B. Shirlene Sitton, Division Director, City of Santa Fe Environmental Services Division.
- C. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.
- D. Caitlin Weber, Sustainability Specialist, Santa Fe County Community Development.

XII. **NEXT MEETING: Thursday, June 16, 2022**

XIII. **ADJOURN**

**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
THURSDAY, APRIL 21, 2022, 5:00 PM
ATTENDED VIRTUALLY**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board Meeting was called to order at 5:01 pm by Commissioner Hansen, Chair, on Thursday, April 21, 2022, and was attended virtually.

II. ROLL CALL

MEMBERS PRESENT

Commissioner Anna Hansen, Chair
Commissioner Hank Hughes
Councilor Michael Garcia
Councilor Christopher Rivera
(1 vacancy)

MEMBERS ABSENT

Commissioner Anna Hamilton, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Rosalie, Cardenas, SWMA
Danita Boettner, SWMA
Shirlene Sitton, City of Santa Fe, Environmental Services
Les Francisco, Santa Fe County, Solid Waste Superintendent
Emily Pisula, SWMA
Nancy Long, Attorney
Ernestina Baca, SWMA
Caitlin Weber, Santa Fe County, Sustainability Specialist
Yvonne Herrera, Santa Fe County
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Rivera, seconded by Commissioner Hughes, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Rivera, yes.

**IV. APPROVAL OF MINUTES
MARCH 17, 2022**

MOTION A motion was made by Commissioner Hughes, seconded by Councilor Garcia, to approve the minutes as presented.

VOTE The motion passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Rivera, abstained.

V. MATTERS FROM THE PUBLIC

None.

VI. APPROVAL OF CONSENT CALENDAR

Commissioner Hughes pulled item E for discussion.

MOTION A motion was made by Commissioner Hughes, seconded by Councilor Rivera, to approve the Consent Calendar as amended.

VOTE The motion passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Rivera, yes.

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICES AGREEMENT WITH PRO-MOTION TRANSPORTATION, LLC OF ESPANOLA, NM, FOR GLASS HAULING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (ITB NO. '22/28/B); AND

1. INCREASE THE COMPENSATION BY \$10,750 FOR A TOTAL AMOUNT NOT TO EXCEED \$146,450.

Approved on consent.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE SERVICES AGREEMENT WITH NATURAL EVOLUTION, INC. OF TULSA, OK, FOR ELECTRONIC WASTE RECYCLING SERVICES AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP NO. '20/35/P); AND

- 1. INCREASE THE COMPENSATION BY \$30,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$125,000.**

Approved on consent.

C. REQUEST FOR APPROVAL TO REPAIR UNIT 1324 (CATERPILLAR 623G CATERPILLAR WHEEL TRACTOR-SCRAPER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. '20/27/B IN THE AMOUNT OF \$152,893.84; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (REPAIR & MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$152,893.84.**

Approved on consent.

D. REQUEST FOR APPROVAL TO PURCHASE A JOHN DEERE 5090E CAB UTILITY TRACTOR AND HX7 LIFT-TYPE ROTARY CUTTER FROM DESERT GREENS EQUIPMENT, INC, OF ALBUQUERQUE, NM, UNDER NEW MEXICO - NASPO VALUE POINT GROUND MAINTENANCE EQUIPMENT CONTRACT NO. 10-00000-20-00037 IN THE AMOUNT OF \$66,275.09.

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.570500 (CAPITAL OUTLAY - EQUIPMENT AND MACHINERY) 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND) IN THE AMOUNT OF \$66,275.09.**

Approved on consent.

E. REQUEST FOR APPROVAL OF SOLE SOURCE VENDORS.

- 1. ANDELA PRODUCTS, LTD, RICHFIELD SPRINGS, NY**
- 2. BANDIT INDUSTRIES, REMUS, MI**
- 3. CP MANUFACTURING, INC., SAN DIEGO, CA**
- 4. MEGA CORPORATION, ALBUQUERQUE, NM**

5. **TARPOMATIC, INC., CANTON, OH**
6. **VAN DYK BALER CORP. (VAN DYK RECYCLING SOLUTIONS), STAMFORD, CT**

Commissioner Hughes asked how do we select people to be sole source vendors

Mr. Kippenbrock said they are the only provider in terms of parts and labor. In many cases we have bought the equipment from the vendor who is servicing it. Vendor number one is providing parts for the glass crusher machine, number two is servicing the old green waste mulcher we had, number three is our source for the recycling of tires, number four is for the large water tanks on vehicles, number five is for the tarping machine servicing and number six is for the baler. If we can buy parts locally we will do that where we can. We have done all our homework. We use fabricators in cases where we need to.

Commissioner Hughes asked when a new machine is purchased do we go out to bid.

Mr. Kippenbrock said yes.

MOTION A motion was made by Commissioner Hughes, seconded by Councilor Rivera to approve the request.

VOTE The motion passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Rivera, yes.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. PRESENTATION, DISCUSSION AND POSSIBLE ACTION ON THE FISCAL YEAR 2022-2023 PROPOSED BUDGET

Mr. Kippenbrock stated that the budget memo and budget are included in the meeting packet. It is in the same form as we have used in the past for revenue and expense. Also the Union and nonunion pay requests and the revised organizational chart are included.

Mr. Kippenbrock reviewed the budget.

Councilor Rivera asked about the COLA and Merit increases asking if they were still viable per the Union contract or will the agreement be ready by then.

Mr. Kippenbrock said we hope the new agreement will be ready by July 1, 2022. On the management side, we are trying to get the contract done in a fair manner. His understanding is that the long term increases will stay in place until the new contract is in place.

Ms. Long said the contract terms continue until the new contract is signed. Ideally, if there are changes to the terms of the contract they should be included in the new Collective Bargaining Agreement in time to be in effect.

Councilor Rivera said his understanding is that the current contract continues with the current terms until the new contract is completed.

Councilor Rivera asked what was included in the employee healthcare line item.

Mr. Kippenbrock said employee physicals and similar expenditures.

Councilor Rivera said the gas costs went down in one area. What happened there.

Mr. Kippenbrock said fuel consumption is lower on an annual basis. Last year it remained flat. This year we based the numbers on actual usage. The landfill budget went up as they have more gasoline vehicles.

Councilor Rivera asked if the gas budget can be adjusted throughout the year.

Mr. Kippenbrock said yes it can.

Commissioner Hughes asked do we have operational reserves.

Mr. Kippenbrock said yes, we have a cash operations fund balance that we try to maintain as 25% to 30%.

Commissioner Hughes asked how much is there now.

Ms. Pisula said we have \$5 million is cash reserve as of today.

Commissioner Hughes commented that is well above the regulation. Thank you.

Mr. Kippenbrock said the budget is complete and final if there are no changes.

MOTION A motion was made by Councilor Rivera, seconded by Commissioner Hughes, to approve the 2022-2023 budget.

VOTE The motion passed on a roll call vote as follows:

Chair Hansen, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Rivera, yes.

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. DANITA BOETTNER, P.E., LANDFILL MANAGER, SANTA FE SOLID WASTE MANAGEMENT AGENCY

Ms. Boettner reported that they are currently preparing for the Free Trash Day on Saturday from 8:00 am to 4:45 pm. It will be held at BuRRT and Caja Del Rio. Be prepared for long lines. We are asking residents to limit themselves to one load. All loads must be secure and covered with a tarp. All trucks will go to the landfill. Loads in commercial vehicles or trailers will be subject to a tipping fee. We are encouraging residents to come another day if they have recyclables or to use the City Recycling Centers.

Ms. Boettner continued saying we have the Free Green Waste Days and Free Tire Days on the same day this year, May 7, 2022 and May 8, 2022. Green waste has to be clean and tires are limited. We will have a spotter who inspects the loads.

Ms. Boettner said the Community Solar Rule moved forward on March 30, 2022 and is in effect when filed. As an entity you can be a subscriber organization or an owner/operator of a solar facility. Qualifying entities such as public utilities rural co-ops can opt into the solar program. We are working on the RFP. Twenty five acres are allowed in a community solar project.

Chair Hansen said she is excited about the idea of community solar. This is a fantastic effort.

Ms. Boettner continued saying we are seeing an uptick in requests for tours of our facilities from very diverse groups. We are working with them to set dates and times. There is a PFAS chemical out there that is a forever chemical. It is starting to be a topic of conversation in terms of disposal and is widely used. The components break down very slowly and can be found in a variety of items. Because it has wide spread use it has been found in humans and animals around the world. It is linked to harmful health effects. The EPA is working on if it can be considered hazardous waste. We are looking at doing testing on our leachate. Liquid falls on trash and moves down. We are looking at sampling cells one and six, which are lined areas. People may start hearing about advanced recycling in terms of plastic. There is a movement towards that and an expansive operation.

Chair Hansen said thank you. This is very helpful and she appreciates that the PFAS chemical was brought to our attention. She is glad that testing has started.

B. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton said she is excited to hear the update on Community Solar and that we have started moving forward. Ms. Boettner gave our new folks a tour. Thank you. We are adding employees to service community accounts. She is excited about that. Tomorrow four of our operators are going to Lubbock, Texas to compete in the regional rodeo. Our drivers also compete. Mr. Kippenbrock hosted the last two. We were invited to participate in Lubbock. She is attending and staying for a conference after. The winners go to the national competition. The Great American Clean Up is this Saturday. From 8:30 am to 9:30 am we will be providing pastries and coffee and you can pick up clean up supplies. A Santa Fe Beautiful Pollinator Garden is going in at the Park. The plants will be planted in two weeks. A bee sculpture made of recycled materials is placed there as well. The grand opening will be in August. The 29th of April is Arbor Day. We are doing a tree planting at 1:30pm on the Plaza and are giving out one hundred trees and rain barrels to several communities. We will be following up and collecting data in coordination with the Water Conservation Division. May 21st is Save Water Santa Fe Day at Railyard Park. It is Kids in the Park Day as well.

Chair Hansen thanked Ms. Sitton for her report.

C. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco said we are ready for the Great American Clean Up. If people have a valid permit on that day they have free tipping fees. There will be a Rio Grande Great American Clean Up on Saturday as well.

Chair Hansen said fantastic. Thank you for your report.

D. CAITLIN WEBER, SUSTAINABILITY SPECIALIST, SANTA FE COUNTY COMMUNITY DEVELOPMENT

Ms. Weber said the Sustainability Office is still acquiring approval for backyard composting. Participants in the program can choose the straw bale system or black container system. She is excited for Free Trash Day. We welcomed a new Volunteer Coordinator recently. We are planning community plantings for Earth Day. You can sign up on our website. There are five dates at different sites planned.

Chair Hansen said May 21st is the Earth Day event in the City. We are choosing areas with under served residents for beautification of sites.

Ms. Boettner said the weather is not looking great for Saturday. If it is too windy we may need to shut down. Also we are sending three people to Lubbock for the

Texas rodeo as well. Santa Fe will be well represented.

Chair Hansen said this is a safety first case. She is grateful to everyone who gave us these reports. It is important that we know these things so we can share the information with our constituents.

X. MATTERS FROM THE BOARD

None.

**XI. NEXT MEETING
THURSDAY, MAY 19, 2022**

XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 6:15 pm.


Attested to By:

Commissioner Anna Hansen, Chair

Katharine E. Clark
Santa Fe County Clerk

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: May 16, 2022
Subject: Request for Approval of Amendment No. 3 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 to the Services Agreement (Agreement) with Town Recycling, LLC of Albuquerque, NM, for processing and marketing the recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement for a fourth year through May 30, 2023. Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed ten years.

The Amendment also increases the compensation by \$300,000 for a total amount not to exceed \$2,550,000.

Funding is available for the remainder of Fiscal Year 2022 and will be available in Fiscal Year 2023 from 8100852.510310 (Service Contracts).

BACKGROUND

On January 3, 2019, the Agency issued Request for Proposals (RFP) No. '19/06/P for recycling services at BuRRT.

On May 30, 2019, the Board approved the Agreement with Town Recycling for recycling services for an amount not to exceed \$600,000 and for the term May 30, 2019 through May 30, 2020.

On May 21, 2020, the Board approved Amendment No. 1, which increased compensation by \$900,000 for a total amount not to exceed \$1,500,000 and extended the term through May 30, 2021 (Year 2).

On May 20, 2021, the Board approved Amendment No. 2, which increased compensation by \$750,000 for a total amount not to exceed \$2,250,000 and extended the term through May 30, 2022 (Year 3).

Amendment No. 3 continues the delivery of recycling services. As such, Town Recycling will operate the Agency-owned MRF at BuRRT to its fullest extent and capacity by accepting and processing recyclable materials for marketing to end-user manufacturers and mills. Town Recycling will operate the MRF in accordance with the MRF Operations Plan approved by NMED under Solid Waste Permit No. SWM-261707.

The Contractor Processing Fee increases from \$77.87 per ton to \$86.97 per ton.

The Agency will pay Town Recycling a Net Processing Fee, which is the difference between the Contractor Processing Fee and Agency Revenue Sharing multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is:

- 1) Contractor Processing Fee = \$86.97 per ton
- 2) Agency Revenue Sharing = 25% of the Average Market Value (AMV)
- 3) Contractor Processing Fee - Agency Revenue Share = Net Processing Cost
- 4) Net Processing Cost x Total Tons Materials Received = Net Processing Fee

Table 1 shows an estimated Net Processing Fee of \$698,501 or \$65.97 per ton, which is based on Agency Revenue Sharing at 25% of the AMV and 10,588 tons of materials processed in the past year.

Table 1. Net Processing Fee

Description	Total
Contractor Processing Fee @ 86.97 Per Ton	\$920,838
Minus Agency Revenue Sharing @ 25% of AMV	\$222,337
Net Processing Fee	\$698,501
Net Processing Fee Per Ton	\$65.97

ACTION REQUESTED

The Agency requests the approval of Amendment No. 3 to the Services Agreement with Town Recycling for processing and marketing the recyclable materials received at BuRRT.

Attachments:

- 1) Services Agreement – Amendment No. 3
- 2) Services Agreement – Amendment No. 2
- 3) Services Agreement – Amendment No. 1
- 4) Services Agreement with Town Recycling

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ATTACHMENT 1

Services Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 3 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Three Hundred Thousand Dollars and No Cents (\$300,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Million Five Hundred Fifty Thousand Dollars and No Cents (\$2,550,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
CONTRACT TO DATE	\$2,550,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$86.97 per ton.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2023, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Victor Lara
Director of Operations
Town Recycling, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 2 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation in Paragraph A by a total of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) so that Paragraph A of Article 3 is deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Million Two Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
CONTRACT TO DATE	\$2,250,000.00

2. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler 5/20/21
JoAnne Vigil Coppler Date:
Chairperson

ATTEST:

Kristine Bustos-Mihelcic
Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Victor Lara 5-26-2021
Victor Lara Date:
Director of Operations
Town Recycling, LLC

APPROVED AS TO FORM:

Nancy R. Long 5-21-2021
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 3

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 1 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP ‘19/06/P).

Pursuant to Article 18, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Nine Hundred Thousand Dollars and No Cents (\$900,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
CONTRACT TO DATE	\$1,500,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$77.87 per ton.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2021, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen May 22, 2020
Anna Hansen Date:
Chairperson

ATTEST:

Geraldine Salazar May 26, 2020
Geraldine Salazar
Santa Fe County Clerk



CONTRACTOR:

Victor Lara 5-22-2020
Victor Lara Date:
Director of Operations
Town Recycling, LLC

APPROVED AS TO FORM:

Nancy R. Long 5-18-2020
Nancy R. Long Date:
Agency Attorney

ATTACHMENT 4

Services Agreement with Town Recycling

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Town Recycling, LLC (“Contractor”) to provide processing and marketing services of recyclable materials (RFP No. ‘19/06/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 provide processing and marketing services for all of the recyclable materials that are received at the Buckman Road Recycling and Transfer Station (BuRRT facility) in Santa Fe, NM. 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, including Contractor’s Proposal for RFP No. ‘19/06/P; to comply with all federal, state, and local laws and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities.

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. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00), including applicable gross receipts taxes.

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Any invoices containing reimbursement expenses shall be itemized.

E. Contractor shall process and market the recyclable materials received by the Agency at the BuRRT facility and operate the material recovery facility (MRF) at the BuRRT facility as described in the Scope of Work.

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

- (1) The Contractor Processing Fee shall be set at \$71.41 per ton.
- (2) The Average Market Value (AMV) of the materials shall be determined by the weighted average value of the current market price of each commodity, as defined by the designated published price index listed below and multiplied by the percent composition each commodity represents as determined by a Material Composition Audit.

Commodity

Published Index

Newspaper (#56)

RISI/PPI Southwest High Side Price for SRPN #56

Mixed Paper (#54)	RISI/PPI Southwest High Side Price for Mixed Paper #54
OCC (#11)	RISI/PPI Southwest High Side Price for OCC #11
PETE #1	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics PETE
HDPE #2 - Natural	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Natural
HDPE #2 - Color	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Color
Tin Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled
Aluminum Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Aluminum Cans, Sorted
Plastics #3-#7	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics Comingled #3-#7
Rigid Plastics	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Mixed Bulky Rigid
Scrap Metals	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled

- (3) The price published in the earliest edition/posting of the month shall be used to calculate AMV for the entire month.
- (4) A Material Composition Audit is a weighted average by the percentage of the different commodities collected from various recycling collection programs in a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of the Agreement and, at a minimum, bi-annually thereafter. The Agency shall observe the audit.

- (5) The Agency Revenue Share is twenty percent (25%) of the Average Market Value.
- (6) The Agency shall pay the Contractor the Net Processing Fee, which is the difference between the Contractor Processing Fee and the Agency Revenue Share multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is as follows:
- a) Contractor Processing Fee - Agency Revenue Share = Net Processing Cost.
 - b) Net Processing Cost x Total Tons Materials Received = Net Processing Fee

G. Upon mutual agreement of the Parties, if a published price index (or indexes) in Paragraph F (2) under this Article fails to reflect prevailing market conditions accurately, Contractor may use an alternative publication(s) or alternate method to determine the value of each affected commodity until such time that the published price index listed above returns to reflect prevailing market conditions accurately.

H. Contractor shall be responsible for all costs associated with the operation, maintenance and repairs of the MRF including the CP Manufacturing sorting equipment and Van Dyk Bollegraff baler.

I. Contractor shall be responsible for all costs associated with operating the Contractor's mobile material handling equipment required to manage the recyclable materials.

J. Contractor shall be responsible for all costs associated with operating the Agency's

mobile material handling equipment required to manage the recyclable materials.

K. The Agency shall be responsible for the cost associated with diesel fuel for mobile equipment requiring diesel fuel.

L. The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contaminated recyclable materials at the Caja del Rio Landfill.

M. The Agency shall be responsible for all costs associated with utilities (i.e., electricity, water, propane).

N. The Agency shall be responsible for all costs associated with the repairs and maintenance of the buildings housing the MRF.

O. During the term of this Agreement, the Parties may mutually agree to adjust the Contractor Processing Fee and/or Agency Revenue Share, and in such event, this Agreement shall be amended to reflect the Contractor Processing Fee and/or Agency Revenue Share. If no such amendment occurs, the Contractor Processing Fee and/or Agency Revenue Share specified herein will remain in effect during the term of this Agreement.

P. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement except as specifically provided for in 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 the Contractor. Compensation shall be paid for all activities performed up to the date of notification under this Article and Article 6 of this Agreement. The

Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on May 30, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving one hundred twenty (120) days written notice to the Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to satisfactorily process and market the recyclable materials received by the Agency, Contractor's failure to properly operate, maintain and repair the MRF sorting equipment and baler, Contractor's failure to maintain and repair the facilities utilized by the Contractor or Contractor's failure to correct a safety and/or environmental violation within the time frame stated by the regulatory agency. The decision to terminate the Agreement by the Agency shall be final and not subject to dispute or correction by the 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) Contractor shall make all payments due to the Agency pursuant to Article 3 of this Agreement within thirty (30) days of termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any costs and damages associated with Contractor's default.

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 the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon the Agency's request provided to the Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the Agency; (b) obtained the 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 this Agreement by the Agency. Further, Contractor shall not modify any policy or endorsement thereto, which increases the Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, 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 Operation Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of Contractor's automobiles including owned, hired and non-owned automobiles, 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 the Agency that reflects coverage for any automobile.

(3) Workers' Compensation. For all of Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, 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

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

(4) Business and Personal Property Form Commercial Insurance. Contractor shall keep in full force and effect, Business and Personal Property Form (BPPF) commercial insurance at full replacement value of the Agency property, including any improvement and expansion, to insure against loss of, damage to, or destruction of the MRF equipment, mobile equipment and other contents of the BuRRT facility. Coverage must also include, but is not limited to, power failure, utility interruption, removal of recyclable materials and equipment breakdown. Such policy shall provide a limit of not less than \$3,000,000 per loss claim.

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 ten (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 Contractors' insurance carriers will not agree to this notice requirement, 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 has 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. 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. The Agency reserves the right, from time to time, to review 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.

J. 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 the First Judicial District Court, State of New Mexico.

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

A. 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
Fax: (505) 424-1839
Email: rkippenbrock@sfswwa.org

CONTRACTOR: Mr. Victor Lara
Director of Operations
Town Recycling, LLC
4220 Broadway Blvd., SE
Albuquerque, NM 87105
Fax: N/A
Email: townrecycling@gmail.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed

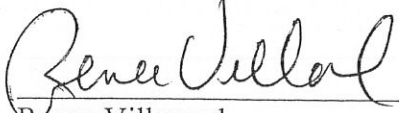
and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

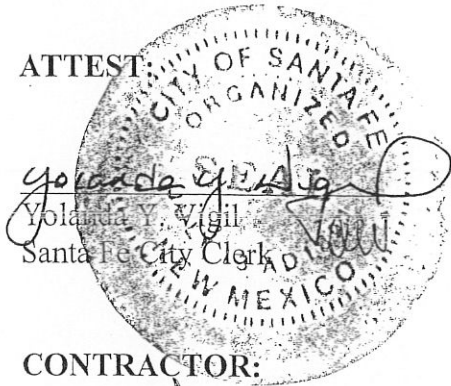
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

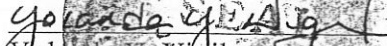
SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Renee Villarreal
Chairperson

5-30-19
Date:


ATTEST:




Yolanda Y. Vigil
Santa Fe City Clerk

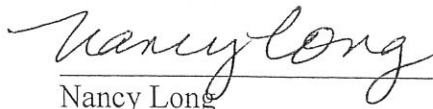
6-18-19
Date:

CONTRACTOR:


Victor Lara
Director of Operations
Town Recycling, LLC

5-30-19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

5-30-19
Date:

EXHIBIT A

Scope of Work

SCOPE OF WORK

Contractor warrants that they have the expertise and the appropriate resources to perform the Scope of Work required by the Agreement for the processing and marketing of recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT facility) as described in RFP No. '19/06/P, per the approach provided to the Agency in Contractor's proposal dated January 17, 2019, and the requirements set forth in the BuRRT solid waste facility operating permit, which contains the Materials Recovery Facility Operations Plan (Contract Documents).

General Scope of Work

- Operate the Agency-owned Materials Recovery Facility (MRF) at the Agency-leased BuRRT facility to its fullest extent and capacity by accepting and processing recyclable materials received at the BuRRT facility for marketing to end-user manufacturers and mills.
- Operate and maintain the MRF in full compliance with all environmental and solid waste regulations and comply with all federal, state, and local laws and regulations.
- Recover a significant quantity of recyclable materials that otherwise would be disposed of at the Caja del Rio Landfill (Landfill).
- Develop and maintain practical and economically sustainable recycling markets for the Agency and its customers to grow and expand the recycling programs into the future.

Specific Duties

Contractor shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform the Scope of Work in the Agreement. Contractor shall have control over, and be solely responsible for, all means, methods and sequences for performing the Scope of Work.

Contractor agrees that the BuRRT facility is first and foremost an operating transfer station and that any MRF operations shall not have precedence over on-going transfer station operations. The Agency may disrupt MRF operations at any time if, in the discretion of the Agency, the needs of the transfer station require it.

Contractor shall operate the MRF located inside the transfer station at the BuRRT facility in accordance with the MRF Operations Plan under the NMED Solid Waste Permit No. SWM-261707. In general, the conveyors and sort line of the MRF occupies most of the western half of the transfer station. The baler for the MRF is positioned inside the Baler Building, which is west of and adjacent to the transfer station. Both buildings are shown in Appendix A, Figure 2 of the BuRRT General Operations Plan.

The MRF processing system consists of the following equipment/components/storage areas:

CP Manufacturing Sorting Equipment – installed in February 2007

1. Pre-sort in-floor in-feed conveyor [steel pans]

2. Pre-sort inclined in-feed conveyor [steel pans] – replaced in 2014
3. Metering drum
4. Pre-sort platform
5. OCC screen
6. OCC discharge conveyor [rubber belt]
7. OCC screen in-feed conveyor [rubber belt]
8. ONP screen – replaced star discs in 2010
9. ONP screen in-feed conveyor [rubber belt]
10. Elevated sort room – fully enclosed; illuminated by overhead lighting and equipped with HVAC
11. Sort line conveyor [rubber belt]
12. Six (6) manual sorting stations with chutes at waist level
13. Crossbelt magnetic separator – replaced in 2014
14. Eddy current separator – installed in 2008
15. Mixed container discharge conveyor [rubber belt]
16. Mixed container in-feed conveyor [rubber belt]
17. Baler in-floor in-feed conveyor [steel pans]
18. Baler inclined in-feed conveyor [steel pans] – replaced in 2017
19. Visual SCADA interface

Van Dyk Recycling Solution Baling Equipment - installed in February 2007

1. HB-80 Bollegraaf baler
 - a. Ten-fold cross wire tying system; 16-fold cross wire for plastic bottles
 - b. Perforator for plastic bottles
2. Visual SCADA interface

Storage Areas

1. Transfer station floor area located along the east side of the MRF for commingled recyclable materials
2. Separated OCC bunker
3. Mixed containers bunker
4. Six (6) storage bunkers beneath the sorting stations for sort separated materials
5. Bale room storage area for approximately 90 bales
6. Two (2) parked 53-foot trailers located next to the Baler Building

Contractor shall demonstrate the MRF is capable of meeting all of the performance standards set forth in this Agreement in three separate phases. The phases are as follows:

1. Equipment Start-Up: Operate the MRF without recyclable materials for a specified period of time to check for equipment, motors, belts, control panels, control functions, safety guards, e-stops, excessive noise and vibration.
2. Initial Operation: Operate the MRF with recyclable materials for a specified period of time to ensure that the MRF equipment is capable of sorting, processing and baling the materials at specified throughputs.

3. Acceptance Operation: Operate the MRF with recyclable materials for a specified period of time under normal operating conditions and staffing level to verify throughputs, recovery rates, and residuals.

The Agency will provide technical assistance to the Contractor during the three stages of the performance standards.

Contractor shall maintain an Equipment Maintenance Log Book to record scheduled lubrication, scheduled preventive maintenance and repairs to ensure the MRF equipment is in a safe and usable condition and minimize downtime. Lubrication and preventive maintenance shall be scheduled and performed in a manner and frequency that meets or exceeds specifications and schedules set forth by the original equipment manufacturers. The logbook shall be made available for inspection to the Agency throughout the term of the Contract.

Contractor shall be responsible for all loss or damage to Agency property at full replacement cost as a result of the Agreement.

Any capital improvement, expansion or replacement for the MRF must be approved by the Agency.

Contractor shall be responsible for the heating, air conditioning, and plumbing system (HVAC) for the MRF sort room. The Agency will be responsible for the other HVAC systems throughout the BuRRT facility.

The Agency shall be responsible for the following:

1. Utilities - electricity, water, propane and sewer
2. Communication – landline telephone and internet
3. Other – exhaust fans, compressed air, lighting

The Agency shall be responsible for the repair and maintenance of the transfer station tipping floor, roof and structure. The Agency shall also be responsible for the inspection and maintenance of the fire suppression systems and fire extinguishers throughout the BuRRT facility.

Contractor shall be solely responsible for providing mobile equipment necessary for the MRF operation. Mobile equipment includes, but not limited to, skid steer loader, forklift truck, front-end loader, roll-off trucks, tractor-trailers.

Contractor shall be responsible for all loss or damage to materials, equipment, tools and supplies owned or rented by the Contractor.

Contractor shall be responsible for all costs associated with operating Agency owned mobile material handling equipment to manage the recyclable materials (e.g., skid steer loader, forklift truck).

The Agency shall be responsible for the cost associated with supplying diesel fuel for mobile equipment operated by the Contractor.

The Agency expects all of the recyclable materials defined as Acceptable Recyclable Materials to be processed by the Contractor using the MRF at the BuRRT facility. In the event that certain recyclable materials or groups of recyclable materials are sent to a secondary/downstream processor, the Contractor shall inform the Agency which recyclable materials are being processed in this manner and who will be doing the processing.

In the event the Contractor is unable to process recyclable materials for three (3) working days due to Contractor's actions (or its employees or subcontractors) resulting in inoperability of the MRF, the Contractor shall be required to procure another MRF for processing and marketing the materials and compensate the Agency for any and all costs incurred due to using an alternate MRF. Contractor shall transport the recyclable materials to another MRF at no additional cost to the Agency. Failure to procure another MRF for processing recyclable materials after three (3) days will result Contractor's responsibilities for any excess costs incurred.

Contractor shall provide a Contingency Plan to the Agency within thirty (30) days after the execution of this Agreement that identifies an alternate MRF to process and market the recyclable materials in the event the MRF at the BuRRT facility is unable to process the materials.

Contractor shall process the recyclable materials at a minimum of 95% recovery rate, excluding contamination, to ensure the overall residual rate remains low.

The Agency shall maintain a contamination rate in the recyclable materials equal to or less than 25%. Both Parties shall work in good faith to assess and reduce this level as much as possible.

Contractor may reject a load for the following reasons: if the load contains contamination in excess of 30% by volume of the load; or the load presents a health or safety hazard. To reject a load, the Contractor shall notify the Agency immediately and before the truck leaving the tipping area that the load has been rejected and the reason the load has been rejected. Contractor shall email photos and approved form documenting the load contamination for the Agency's review. The Agency shall be allowed to inspect the load or evaluate it through the photos. The Agency, upon inspection, shall determine whether the load met either of the two reasons for rejections. If the Agency inspects the load and determines the load does not meet either two of the reasons for rejections, the Contractor shall accept the load. If the Agency determines the load does meet either of the two reasons for rejections, then the Agency will take necessary steps to dispose of properly said rejected materials. Contractor shall be responsible for providing to the Agency a written procedure for rejection of loads.

Contractor shall not dispose of any Acceptable Recyclable Material generated under this Agreement as a solid waste except for residuals. Contractor shall not market any Acceptable Recyclable Material that the Contractor knows or reasonably should have anticipated will become a solid waste except when authorized in writing by the Agency. Failure to comply with this requirement will result in a \$1,000 per occurrence penalty.

Contractor shall be responsible for marketing the Acceptable Recyclable Materials in accordance with this Contract. The Agency expects the Contractor to sell recyclable materials to the end market with the highest price available in the open market. In the event that recyclable materials

are no longer acceptable, Contractor shall provide the Agency with justifications as to why the material needs to be removed from the program. Acceptable Recyclable Materials shall be marketed within ninety (90) days of receiving/processing for conventional recyclable materials and within one hundred eighty (180) days for non-conventional recyclable materials, or as required by NMED regulations.

Contractor is encouraged to identify other recyclable materials beyond those defined as Acceptable Recyclable Materials to be processed and marketed by the Contractor. The Agency reserves the right to define the Acceptable Recyclable Materials, including any or all recyclable materials identified by the Contractor. Likewise, Contractor is also encouraged to identify a list of unacceptable items that cannot be processed at the MRF.

Contractor or its buyer shall be responsible for the shipment of recyclable materials to the buyer's specified location. Contractor shall not deduct transportation and handling costs or freight costs from the AMV of the recyclable materials.

Contractor shall submit invoices to the Agency by the 30th of each month for the previous month of recyclable materials received at the BuRRT facility. Invoices shall include monthly reports as per the Scope of Work.

Contractor shall perform a material composition study that is a weighted average by the percentage of the various commodities in the recycling stream from a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of Agreement and, at a minimum, bi-annually thereafter. The Agency reserves the right to observe the composition study.

The Agency, City of Santa Fe and Santa Fe County will promote recycling through its education and outreach programs. The parties will utilize methods to focus on reducing the amount of contamination based on feedback from the Contractor. Contractor shall provide pertinent and informative recycling data to the Agency to further promote the recycling programs.

Contractor shall have an education and outreach program including tours of the MRF. Contractor shall report to the Agency the education and outreach conducted by the Contractor.

Contractor shall furnish the Agency monthly reports of all recyclable materials delivered under this Agreement. The report shall include the following information: summary of deliveries including the Agency's scale ticket number, Agency's BOL number, time, date and net tonnage. Reports shall be due thirty (30) days after the end of the month.

Contractor shall furnish the Agency documentation of recyclable materials processed and marketed by commodity, general destinations marketed to and other non-proprietary information related to the marketing of the recyclable materials as requested by the Agency.

In the event the Contractor uses a secondary/downstream processor to further manage recyclable materials into clean commodity streams, the Contractor shall provide the Agency with the following information from each secondary/downstream processor: the types and tons of recyclable materials sent to markets as well as the tons of residue resulting from their processing.

This information will be provided as a separate report to the Agency and sent within thirty (30) days of the secondary/downstream market processing the material.

Contractor shall furnish the Agency an annual report outlining the total amount of recyclable materials delivered, processed by the Contractor and amount of recyclable materials sent to secondary/downstream markets. This report shall be due to the Agency within thirty (30) days of the end of each calendar year.

Contractor shall provide a quarterly status report to the Agency that will include any known compliance issues, and associated mitigating measures necessary for MRF compliance, etc. The details of this report will be agreed upon between both Contractor and the Agency.

All of Contractor's records shall be made available to the Agency and its representatives at reasonable times and places throughout the term of the Contract.

Contractor shall be responsible for maintaining all necessary registrations, permits, licenses, certificates and insurances to fulfill the Scope of Work in this Agreement. The registrations, permits, licenses, certificates and insurances shall be subject to inspection by the Agency. Contractor shall promptly notify the Agency of any non-compliance.

Contractor shall be responsible for maintaining proper work, safety, health and environmental protection standards. Contractor agrees to hold the Agency harmless for all fines and penalties from federal, state or local agencies. Contractor shall be responsible for paying all fines, penalties, and judgments levied by these government agencies resulting from activities under this Agreement. Contractor shall promptly notify the Agency of any non-compliance.

Contractor shall pay an hourly rate, no less than the City of Santa Fe's Living Wage, to the employees employed for the MRF operation at the BuRRT facility.

Contractor shall not subcontract any portion of the Scope of Work to be performed under this Agreement without written approval from the Agency.

Upon termination of this Agreement, Contractor, at its sole cost and expense must return the MRF in the same or similar condition that existed on the Effective Date of this Agreement, reasonable wear and tear excepted.

For any material breach in this Agreement, the Agency shall notify Contractor in writing of the nature of the breach. Contractor shall have thirty (30) days from the receipt of such notice to cure or otherwise eliminate such cause. If the Contractor does not remedy the breach, to the reasonable satisfaction of the Agency, then the Agreement shall terminate pursuant to Article 6 of this Agreement.

Contractor shall have a certified recycling facility operator onsite at all times during the MRF operation. Should certification(s) lapse, or should Contractor otherwise default on its obligations pursuant to this Agreement, such that the Agency is required to terminate this Agreement and take over the MRF operation, or perform services that Contractor agrees to perform pursuant to this

Agreement, Contractor shall compensate the Agency for the reasonable costs and expenses incurred by the Agency.

Contractor shall staff the MRF operation with the appropriate number of employees consistent with good management and industry standards and practices to reasonably enable Contractor to perform all of the Contractor's responsibilities under this Agreement. At a minimum, Contractor shall staff the number of full-time employees listed in the Contractor's Proposal for RFP No. '19/06/P as follows:

1. Six (6) sorters
2. Lead/controller
3. Baler/forklift operator
4. Tipping floor loader
5. Site manager

Contractor's employees for the MRF operation must be appropriately trained in accordance with all applicable rules and regulations and good management and industry standards and practices.

Contractor shall comply with the health and safety training requirements of the Agency. The Agency, may at any time, require Contractor to complete additional training if such is deemed necessary to promote and conduct safe, efficient, and orderly MRF operating practices at the BuRRT facility. Training topics and training frequencies for Contractor's employees shall include, but are not limited to, the following:

- | | |
|-------------------------------------|--|
| 1. MRF Operator Certification | When hired and every 3 years for certified operators |
| 2. General Operations Plan | When hired and annually thereafter |
| 3. Materials Recovery Facility Plan | When hired and annually thereafter |
| 4. Waste Screening and Inspection | When hired and annually thereafter |
| 5. Contingency Plan | When hired and annually thereafter |
| 6. Alternative Waste Handling | When hired and annually thereafter |
| 7. First Aid/CPR/AED | Every 2 years for designated employees |
| 8. Fire Extinguisher Use | When hired and annually thereafter |
| 9. SWPPP (Stormwater Plan) | Annually for designated employees |
| 10. Bloodborne Pathogens | Within 10 days of hire and annually thereafter |
| 11. Drug & Alcohol – Employees | Annually |
| 12. Drug & Alcohol – Supervisors | Annually |
| 13. Sexual Harassment | Annually |
| 14. Workplace Violence | Annually |
| 15. Ergonomics | When hired and retraining when observations dictate |
| 16. Forklift | Every 3 years for certified operators and retraining when observations dictate |
| 17. Hazard Awareness | When hired and retraining when observations dictate |
| 18. Hazard Communication | Within 10 days of hire |
| 19. Confined Space Awareness | When hired for designated employees and retraining when observations dictate |
| 20. Respiratory Protection | When hired and annually thereafter |

- | | |
|---|---|
| 21. Respiratory Physical and Fit Test | When hired and annually thereafter for designated employees |
| 22. Walking, Working Surfaces and Fall Protection | When hired and retraining when observations dictate |

Contractor shall report to the Agency any unsafe work conditions, worksite hazards, all work-related injuries and illnesses immediately, or as soon as possible. Contractor shall participate in investigations for work-related injuries and illnesses.

Contractor shall report to the Agency incidents involving near misses or damage to Agency equipment and or property immediately, or as soon as possible.

The BuRRT facility operating hours to the public are Monday through Sunday, 8:00 a.m. to 4:45 p.m. The Agency receives most of the recyclable materials Mondays through Fridays along with some additional recyclable materials on the weekends. The Agency receives recyclable materials from the City of Santa Fe, Santa Fe County, BuRRT Recycling Drop-Off Center, private haulers and other customers.

Contractor shall accept deliveries of recyclable materials between the hours of 8:00 a.m. and 4:45 p.m., Sunday through Saturday.

Contractor shall perform the MRF operation during the BuRRT facility's operating hours from 7:00 a.m. to 5:30 p.m., Sunday through Saturday. Contractor may request in writing to the Agency to operate outside of these hours for such tasks as paperwork, equipment maintenance, etc.

Contractor shall notify the Agency in advance any scheduled days the MRF will not operate.

Contractor shall not operate the MRF on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may choose not to operate the MRF on other nationally recognized holidays provided the Contractor submits a written notice to the Agency before January 1st of each calendar year.

Contractor shall not operate on Easter Sunday.

The Agency shall act as scale master for all loads of incoming recyclable materials delivered and outgoing loads of processed recyclable materials removed from the BuRRT facility. As such, the Agency retains the right to enforce weight limits. The Agency's scale house shall also serve as the scale of record to provide guidance on the material leaving the facility and provide a basis for calculating the value of the material and payment to the Agency. The Agency shall work with the

Contractor to ensure that accurate weights are collected and monthly reports are provided to the Contractor. Contractor shall reference the weights and BOLs on payments for recordkeeping and audit purposes.

Contractor shall have all of the equipment necessary to load the trailers to maximum capacity for transportation of recyclable materials, residuals and contamination.

The Agency will maintain a designated floor space in the transfer station for Contractor to accept deliveries of recyclable materials from customers.

The Agency will maintain a designated loading area (hopper) for Contractor to load open-top, walking floor (or similar) trailers with residuals and contamination.

Contractor shall comply with the BuRRT Operations Plan, as it may be amended from time to time. This includes adherence to on-site traffic rules, posted speed limits and wait times for the loading of trailers, if applicable.

The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contamination at the Landfill. Contractor shall load residuals and contamination into the Agency's trailers in such a manner to minimize wait time.

Contractor shall ensure inventory of recyclable materials or recycled materials does not exceed the inventory used for purposes of estimating the cost of abatement of a nuisance at the BuRRT facility pursuant to Paragraph (2) of Subsection A of 20.9.10.9 NMAC.

Contractor shall handle and store recyclable materials in a manner that does not create a nuisance, harbor vectors or create a public health hazard.

Contractor shall be responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans.

Contractor shall control odors throughout the MRF operation.

Contractor shall minimize the risks of fires caused by spontaneous combustion. Contractor shall be responsible for any costs related to fire mitigation. Contractor shall provide a fire safety plan to the Agency within thirty (30) days after the execution of this Agreement.

Contractor shall comply with the BuRRT facility's stormwater pollution prevention plan (SWPPP). In the event Contractor introduces a new discharge not covered under the current SWPPP, Contractor will be responsible for filing a new Notice of Intent (NOI) and submitting a new SWPPP for the operation associated with the MRF operation.

In the event of any release or threatened release of any material, including but not limited to any hazardous material, special waste, or other contaminant, relating in any way to any of the Scope of Work under this Agreement, regardless of whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must

promptly notify the Agency and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor with respect to the release or threatened release.

Contractor shall be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), or other regulatory agencies of the federal, state and local governments as they relate to the MRF operation at the BuRRT facility. In the event that the violations are not corrected in a timely manner, the Agency has the right to terminate the Agreement with Contractor for the MRF operation at the BuRRT facility.

Contractor shall provide a Procedure Plan to the Agency within thirty (30) days after the execution of this Agreement that includes, but not be limited to, the following:

1. Organization chart with a brief job description for each job title
2. Procedure for providing and monitoring health and safety training
3. Procedure for inspecting incoming recyclable materials
4. Procedure for storing incoming recyclable materials
5. Procedure for loading residuals and contamination
6. Procedure for storing, loading and shipping of processed materials
7. Procedure for monitoring and reporting residuals and contamination
8. Procedure for monitoring and reporting recovery rate
9. Procedure for monitoring and controlling MRF costs
10. Procedure for performing a material composition study annually
11. Procedure for responding to complaints
12. Procedure for providing tours and presentations

Contractor shall comply with all applicable rules and regulations of the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Contractor shall pay particular attention to the rules and regulations related to maximum vehicle weights as no loaded trailers will be permitted to leave the Agency facility in excess of these limits.

The Agency employs a security company to patrol the BuRRT facility during closed hours to prevent trespassing, destruction of property, and to monitor the premises for unusual activity (e.g., fires). The Agency may notify Contractor of any unusual activity related to the MRF operation.

Contractor shall ensure that the MRF is locked and secured whenever the Contractor is not present (e.g., Baling Building, Door Nos. 4, 5 and 6). Contractor shall be responsible for all security within the MRF operating limits.

Contractor shall maintain good housekeeping throughout the MRF (i.e., equipment, bunkers and floor areas), Baler Building and Administration Building (i.e., restrooms, lockers area, lunch area, conference room, reception area).

Contractor shall perform litter patrols on the outside areas affected by the MRF operations on a daily basis.

The Agency or its representatives shall have access to inspect the MRF as it deems reasonably necessary to determine whether the services provided by the Contractor conform to the terms of the Contract. Contractor shall assist in facilitating the inspection by the Agency. The Agency shall inspect during the BuRRT hours of operation.

Definitions:

1. Acceptable Recyclable Materials: means recyclable materials which the Contractor will accept for processing and marketing, including:
 - a. Newspaper and Inserts (ONP)
 - b. Corrugated Cardboard (OCC)
 - c. Brown Paper Bags
 - d. PET (#1) Plastic Bottles
 - e. HDPE (#2) Natural and Colored Containers
 - f. Aluminum Cans and Foil
 - g. Steel/Tin Cans
 - h. Junk Mail
 - i. Shredded Office Paper
 - j. Other Paper
 - k. Magazines and Catalogs
 - l. Phone Books
 - m. Paperback and Hardcover Books
 - n. Mixed Plastics (#3 - #7), including bottles, jars, yogurt/margarine tubs, deli/salad clamshells; excluding Styrofoam and plastic bags
 - o. Other Rigid Plastic (e.g., toys, laundry baskets, recycling bins, buckets)
 - p. Paperboard/Chipboard (e.g., cereal boxes, egg cartons, beverage packaging material)
 - q. Milk Cartons and Drink Boxes
2. Agency: means the Santa Fe Solid Waste Management Agency.
3. Average Market Value: means a calculation of the value of each ton of the Agency's recyclable materials based upon the current market price of each individual commodity as defined by the designated published regional price indexes agreed upon by the Agency and the Contractor and the percent composition each commodity represents as determined by bi-annual material composition audits. The AMV shall be computed monthly and the updated value will apply to all deliveries within that month.
4. BuRRT facility: means the Buckman Road Recycling and Transfer Station.
5. Contamination: means non-recyclable materials mixed in with acceptable recyclable materials in a commingled, or single stream recycling program. Examples of non-recyclable materials that may contaminate acceptable recyclable materials include trash, garbage, glass, yard waste, household hazardous waste, plastic bags, food waste, Styrofoam, wax coated cardboard, diapers, and medical waste.

6. Contractor: means Town Recycling, LLC.
7. Conventional Recyclable Materials: means items such as newspaper, junk mail cardboard, brown paper bags, PET (#1) plastic bottles, HDPE (#2) natural and colored containers, aluminum cans and steel/tin cans.
8. HDPE (#2) Natural and Colored Containers: means high density polyethylene that is used in the production for natural or colored plastic bottles or containers labeled with the #2 symbol for such items as milk jugs and laundry soap bottles.
9. Joint Powers Board (JPB): means the governing body for the Santa Fe Solid Waste Management Agency.
10. Marketing: means creating a market and/or selling recyclable materials to end-markets.
11. Mixed Paper: means mean recovered paper items such as newspaper inserts, junk mail, magazines, telephone books, cereal boxes and other paperboard/chipboard products.
12. MRF: means a Materials Recovery Facility that processes and bales recyclable materials.
13. Non-Conventional Recyclable Materials: means items such as #3-#7 plastics, other rigid plastics, milk carton, aseptic containers and drink boxes.
14. PET (#1) Plastic Bottles: means polyethylene terephthalate that is used in the production of clear plastic bottles or containers labeled with the #1 symbol for such items as water, soft drinks, sports drinks, food packages and personal care products.
15. Price Indexes: means RISI/PPI paper indexes, SecondaryMaterialsPricing.com and RecyclingMarkets.net.
16. Processing: means the process of separating, cleaning, treating, and reconstituting post-consumer material(s) that would otherwise be disposed of as solid waste, but does not include incineration or other similar processes.
17. Recycling: means any process by which recyclable materials are collected, separated, processed and reused or returned to use in the form of raw materials or products.
18. Registered Recycling Facility: means a MRF that has been registered with the NMED and its registration is current.
19. Residual: means a portion of acceptable recyclable materials that is not captured during the MRF processing (e.g., incidental, under-recovered). Residual is not the same as Contamination.
20. Secondary/Downstream Processor: means a company that purchases mixed grades of material (e.g., mixed paper, mixed plastics, mixed metals) with the intent to further separate

this mixed material into sellable grades of commodity for sale in the market, either at their facility or another facility they partner with.

21. Solid Waste: means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, construction, demolition and agricultural operations and from community activities as defined in 20.9.2. NMAC.
22. Ton: means a unit of weight, equivalent to 2,000 pounds.
23. UBC: means used beverage containers made primarily of aluminum such as soda cans, juice cans, vegetable juice cans, and beer cans.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: May 16, 2022
Subject: Request for Approval of Construction Agreement with DelHur Industries of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. '22/25/P)

SUMMARY

The Agency is requesting the Board approve a Construction Agreement (Agreement) with DelHur Industries (DelHur) of Port Angeles, WA, for rock crushing and sales at Caja del Rio Landfill (Landfill). Per Article 4, the term is ten (10) years, ending May 19, 2032.

DelHur agrees to perform according to the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

DelHur agrees to pay the Agency \$1.50 per ton for the sale of previously quarried rock, their reclaimed water usage, quarterly calibration of the scales, and maintenance and repairs to the outbound scale that can be reasonably attributed to DelHur's use.

DelHur agrees to sell the Agency aggregate materials at a discounted price.

Less than 237,000 tons of rock remain to be crushed and sold. DelHur agrees to use its best effort to sell 110,000 tons of aggregate materials annually.

Services for future rock excavation, including blasting, will require an Amendment once the scope and fee are developed.

DelHur has been providing rock crushing, sales, blasting, and construction services for the Landfill since 2006.

BACKGROUND

On January 21, 2022, the Agency issued Request for Proposal (RFP) No. '22/25/P for rock crushing and sales. DelHur was the only respondent (February 22, 2022).

The evaluation criteria consisted of these weighted values: 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%); and economic proposal (20%). Based on the criteria, the Agency's evaluation committee selected DelHur. The Agency and DelHur negotiated the Scope of Services in Exhibit A of the Agreement.

DelHur has the expertise and resources to perform the work as detailed in the Caja del Rio Crushing and Sales Plan approved by BLM on April 14, 2014.

Crushing operations will be Monday through Friday from 7:00 a.m. to 5:30 p.m., only.

In accordance with the Caja del Rio Landfill Noise Analysis Memorandum, dated March 28, 2014, DelHur agrees not to exceed a 20-minute average noise level of 83 dBA. DelHur will utilize their existing heavy equipment, crushing plant, and infrastructure to keep noise and emissions to a minimum.

DelHur will comply with its Stormwater Pollution Prevention Plan (SWPPP) and employ Best Management Practices (BMPs) to reduce pollutants in their stormwater discharges.

DelHur agrees its customers will comply with all New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration rules and regulations, including those related to covered loads and maximum vehicle weights.

DelHur agrees not to erect an asphalt batch plant or a concrete batch plant at the Landfill.

ACTION REQUESTED

The Agency requests Board approval of the Agreement with DelHur Industries for the basalt rock crushing and sales operation services for the Landfill.

Attachments:

- 1) Construction Agreement with DelHur Industries
- 2) RFP No. '22/25/P (Without Appendices)
- 3) Caja del Rio Crushing and Sales Plan
- 4) Caja del Rio Landfill Noise Analysis Memorandum

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ATTACHMENT 1

Construction Agreement with DelHur Industries

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT WITH
DELHUR INDUSTRIES, INC.
(Basalt Rock Crushing and Sales Operation – 2022)**

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and DelHur Industries, Inc. (“Contractor”) for the crushing, sales and removal of excavated basalt rock from the Caja del Rio Landfill (RFP No. '22/25/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

A. The construction services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A. Contractor shall crush, process, prepare for removal, and remove all excavated 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 Contractor’s Proposal for RFP No. '22/25/P, all of which are incorporated in this Agreement as if attached to this Agreement or repeated herein. Contractor shall also 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 toward the removal of all designated material.

B. Services for future rock excavation, including blasting, which may be authorized within the term of this Agreement shall require an Amendment to this Agreement to include a scope of work and the fees to be paid for such services.

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 from the Caja del Rio Landfill ("Landfill") sold as aggregates by Contractor across the truck scales located at the Landfill on a monthly basis until all aggregate is sold. All aggregate products not sold by Contractor upon the termination of this Agreement shall remain the property of the Agency. Contractor shall have the opportunity to purchase any such remaining materials at the market rate as determined by the Agency and shall, if an agreement to purchase is reached, be given a reasonable time, not to exceed six months, to remove the materials from the premises.

B. 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) (as it may be amended), plus administrative costs and applicable state taxes.

C. 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.

D. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

E. Contractor shall not be compensated for any costs, expenses, or other items it incurs related to its performance under this Agreement.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and shall be for a term of ten (10) years, terminating on May 19, 2032, unless it is terminated sooner pursuant to Article 6 below.

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

5. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ninety (90) 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 Services. 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 material transferred, for all reclaimed water used and for any other expenses due from Contractor before the date of termination, in accordance with Article 3 of this Agreement.

B. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than one hundred twenty (120) days written notice to Agency.

6. 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 to the Agency for all activities performed up to the date of notification under this Article per Article 5 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. DEFAULT

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

1) Acts of God or a public enemy;

- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. 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.

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

A. Contractor, its agents, and its employees are independent contractors performing construction 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.

11. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

12. RELEASE

Contractor, upon making the final payment(s) 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.

13. 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.

14. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and

retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

15. 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.

16. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident for bodily injury and property damage. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain Contractors pollution liability insurance and/or errors and omissions applicable to the services performed throughout the term of this Agreement to cover no less than \$2,000,000 for each claim and \$4,000,000 aggregate per policy period of one year. The required limits may be provided by a combination of pollution liability insurance and commercial umbrella liability insurance.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

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

17. 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 or 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 sole negligence.

18. 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, 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

24. AMENDMENT

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

25. 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 Services 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.

26. 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.

27. **NOTICES**

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: President
DelHur Industries, Inc.
4333 Tumwater Access Road
P.O. Box 1116
Port Angeles, WA 98362

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hanson
Chairperson

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Rick Hurworth
President
DelHur Industries, Inc.

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The Contractor shall perform the following Scope of Services required by the Agreement for the basalt rock crushing and sales operation for the Caja del Rio Landfill as described in RFP No. '22/25/P and per the project approach provided to the Agency in the Contractor's proposal dated February 22, 2022. The Scope of Services 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 (237,000 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 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 agrees to use best effort to sell 110,000 tons of aggregate materials annually.

Contractor also agrees to sell to the Agency aggregate materials for erosion controls, haul roads, etc. at a discount price to the Contractor's published list. The total discount shall be \$2.75 per ton, which includes the payment under Paragraph A of Article 3 (\$1.50 per ton) and quality control/marketing fee (\$0.25 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.

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.

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 the specified times.

Contractor shall utilize the existing heavy equipment, crushing plant, and infrastructure at the Landfill to keep 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 NSR air quality permit 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 shall comply with its Stormwater Pollution Prevention Plan (SWPPP) and employ Best Management Practices (BMPs) to reduce pollutants in stormwater discharges from the site.

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 Services. 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 2
RFP No. '22/25/P
(Without Appendices)

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE**

**for the
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

REQUEST FOR PROPOSALS

**BASALT ROCK CRUSHING AND SALES OPERATION
for the
CAJA DEL RIO LANDFILL**

RFP No. 22/25/P

DUE:

**February 22, 2022
3:00 p.m.**

**CITY OF SANTA FE
CENTRAL PURCHASING OFFICE
200 LINCOLN AVE., ROOM 122
SANTA FE, NM 87501
Purchasing@santafenm.gov**

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NOTICE OF REQUEST FOR PROPOSALS

RFP No. 22/25/P

Competitive sealed proposals will be received electronically by the Central Purchasing Office of the City of Santa Fe on behalf of the Santa Fe Solid Waste Management Agency ("Agency"). Responses shall be electronically submitted to Purchasing@santafenm.gov no later than 3:00 p.m. MST/MDT, Tuesday, February 22, 2022. Any proposal received after this deadline will not be accepted and/or considered. This proposal is for the purpose of procuring the following:

BASALT ROCK CRUSHING AND SALES OPERATION for the CAJA DEL RIO LANDFILL

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 RFP throughout.

Through this Request for Proposals (RFP) process, the Agency is requesting proposals from qualified companies interested in providing basalt rock crushing and sales operation for the Caja del Rio Landfill. The RFP process in the selection of the best qualified and competent company most suitable to the needs of the Agency.

A **non-mandatory** pre-proposal meeting will be held via Webex on Thursday, February 3, 2022, at 10:00 a.m. It is the Offeror's responsibility to ensure that they have reviewed all aspects of the RFP document before the meeting.

Join from Meeting Link:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=mb675fe4011d43c7f0615066ec47f5293>

Join by Meeting Number:

Meeting number (access code): 2559 625 7594

Meeting password: TCgkSxJM347

A pre-proposal site visit is **non-mandatory**. Due to the ongoing COVID-19 pandemic, Offerors requesting a site visit must notify the Agency by emailing to Danita Boettner, Procurement Manager at dboettner@sfswwma.org with the RFP number and Offeror name in the subject line. The email body must include the RFP number and title, and Offeror's representative name for the site visit, including telephone and email address. To maintain social distancing protocol, the Agency will conduct a separate site visit for each Offeror during the week of February 7, 2022.

The successful vendor will be required to conform to the Equal Opportunity Employment regulations.

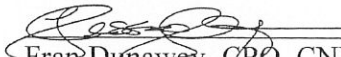
All questions related to this RFP must be submitted in writing via email to Danita Boettner, Procurement Manager, at dboettner@sfswwma.org. No oral interpretations of the RFP document will

be binding. Any revisions to be incorporated into this RFP document will be established in writing by addendum(s) before the proposal due date.

The RFP and subsequent addendum(s), if any, are available at the following website: http://www.santafenm.gov/bids_rfps.

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.

ATTEST:

 01/13/2022
Fran Dunaway, CPO, CNMB
Chief Procurement Officer

Received by the Santa Fe New Mexican on January 18, 2022
To be published on January 21, 2022

Received by the Albuquerque Journal on January 18, 2022
To be published on January 21, 2022

PROPOSAL SCHEDULE

RFP No. 22/25/P

EVENT	DATE
Advertisement	January 21, 2022
Issuance of RFP	January 21, 2022
Non-Mandatory Pre-Proposal Meeting Via Webex	February 3, 2022
Acknowledgment of Receipt	February 3, 2022
Non-Mandatory Site Visit	Week of February 7, 2022 By Appointment
Deadline to Submit Additional Questions	February 16, 2022
Response to Written Questions and Any Addendum	February 18, 2022
Receipt of Proposals	February 22, 2022, at 3:00 p.m. Mountain Time Electronically Submitted to the Central Purchasing Office Purchasing@santafenm.gov
Video Conferencing Interviews	March 1, 2022
Selection	March 1, 2022
Negotiations	March 2, 2022
Recommendation of Award to Joint Powers Board	March 17, 2022

The Agency reserves the right to modify the dates and times mentioned above or withdraw the RFP due to significant justification(s) in the Agency's best interest.

INFORMATION FOR OFFERORS

1. RECEIPT OF ELECTRONIC PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency") invites Offeror(s) to submit their proposal electronically. Proposals will be received by the Central Purchasing Office of the City of Santa Fe until **3:00 p.m. Mountain Time on Tuesday, February 22, 2022.**

Proposals shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late proposals will be accepted under any circumstances. Offeror should include some lead-time for email delivery as late-delivered proposals will be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

RFP No. - 22/25/P

RFP Title – Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill

The RFP number and title, and Offeror's name and address must be included in the content of the email.

No Offeror may withdraw a proposal within 90 days after the actual date of the opening thereof.

2. COPIES OF REQUEST FOR PROPOSALS

The RFP is available in electronic version from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the Central Purchasing Office's version shall govern.

3. ACKNOWLEDGMENT OF RECEIPT

To have their firm placed on the procurement distribution list, potential Offerors shall email the Acknowledgement of Receipt of Request for Proposals Form (see Appendix A) to Danita Boettner, Procurement Manager, at dboettner@sfswma.org. The form shall be signed by an authorized representative of the organization, dated and returned by close of business on February 3, 2022.

The procurement distribution list will be used to distribute 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 Offeror's firm name will 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 their 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.

Proposals must be in Word or PDF format.

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 Agency's best interest 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 deadline for receipt of proposals by emailing a written notice to Purchasing@santafenm.gov. 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 RFP will be binding. Oral communications are permitted to assess the need for an addendum. Any questions concerning the RFP must be addressed prior to the date set for receipt of proposals.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswwa.org and to be given consideration must be received at least five (5) days prior to the date set for receipt of proposals or February 16, 2022.

Any and all such interpretations and any supplemental instruction will be in written addenda to the RFP, which if issued, will be sent by email or facsimile to all prospective Offerors known by the Agency to have received a complete RFP not later than three (3) days prior to the date set for receipt of proposals or February 18, 2022. 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 so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswwa.org or website https://www.santafenm.gov/bids_rfps.

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 cancel 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 RFP throughout, which will be deemed to be included in the RFP the same as though written out in full.

8. DISCLOSURE OF PROPOSAL CONTENTS

All 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.

Proprietary or confidential material 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 generally restricted to confidential financial information about the Offeror's organization and data that qualifies as a trade secret under 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 material for which an Offeror has made a written request for confidentiality, the Chief Procurement Officer shall examine the 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 disclosing 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 Offerors 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 February 17, 2022; however, the meeting's date 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 this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Joint Powers Board approval.

12. REJECTION OR CANCELLATION OF PROPOSALS

The RFP may be canceled, and any or all proposals may be rejected in whole or in part, when it is in the Agency's best interest. A determination containing the reasons shall be made part of the project file (Section 13-1-131 NMSA 1978).

13. PROTEST DEADLINE

Any protest by an Offeror must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the contract award and will end by close of business fifteen (15) calendar days after the contract award. Protests must be written and must include the protestor's name and address and the RFP number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fdunaway@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the contract with the successful Offeror during the pendency of the protest.

14. AGENCY RIGHTS

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

15. **RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval before 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.

16. **OWNERSHIP OF PROPOSALS**

All documents submitted in response to this RFP shall become the property of the Agency.

17. **EMAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (email). The Offeror must have a valid email address to receive correspondence (See also Section 3 - Acknowledgment of Receipt Form and Appendix A).

18. **COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)**

Offeror will be required to submit their proposal such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Offeror will be required to comply with the ordinances to the extent applicable, and any subsequent changes to the ordinances throughout the term of this contract.

19. **PREFERENCES IN PROCUREMENT**

Resident Business Preference: To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Business or Resident Contractor certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits a copy of a valid Resident Business or Resident Contractor certificate with its proposal, five (5) percent of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

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

OR

Resident Veteran Business Preference: To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978, the Offeror **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its proposal.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, ten (10) percent of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence including, but not limited to, gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year and evidence of veteran status.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

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

Local Preference: An Offeror who submits to the Agency a valid Local Preference Certification Form (see Appendix C), pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a five (5) percent preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the resident business preference or the resident veteran preference.

20. PROCUREMENT UNDER EXISTING CONTRACTS

Offeror shall be made aware that other central purchasing offices may utilize the Services Agreement to procure services, construction, or items of tangible personal property pursuant to Section 13-1-129 NMSA 1978.

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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. **Central Purchasing Office:** means the office responsible for the control of procurement of items of tangible personal property, services or construction.
4. **Chief Procurement Officer:** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.
5. **City:** means the City of Santa Fe.
6. **Close of Business:** means 5:00 p.m. Mountain Time.
7. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract/agreement.
8. **Contract/Agreement:** means the Agency's Construction Agreement for the procurement of items of tangible personal property, services or construction, including all exhibits attached to it and incorporated in it by reference, and all amendments in accordance with its terms.
9. **Desirable:** means the terms "can", "may", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.
10. **Determination:** means the written documentation of the Chief Procurement Officer's decision, 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).
11. **Evaluation Committee:** means a body appointed by the Agency to evaluate proposals.
12. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria are sufficiently high to merit further consideration by the Evaluation Committee.
13. **Joint Powers Board (JPB):** means the governing body of the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
14. **Landfill:** means the Caja del Rio Landfill.

15. **Mandatory:** means 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.
16. **Multi-Term Contract:** means a contract having a term longer than one year (Section 13-1-68 NMSA 1978).
17. **Offeror:** means the companies or firms submitting a proposal in response to this Request for Proposals.
18. **Procurement Manager:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
19. **Redacted:** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978) and summarized herein blacked-out BUT NOT omitted or removed.
20. **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).
21. **Resident Business:** has the meaning set forth in Section 13-1-21 (A)(6) NMSA 1978, as amended from time to time.
22. **Resident Veteran Business:** has the meaning set forth in Section 13-1-22 (A)(7) NMSA 1978, as amended from time to time.
23. **Responsible Offeror:** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the Offeror’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).
24. **Responsive Offer:** means an offer that conforms materially to the requirements 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).
25. **Services:** means the furnishing of labor, time or effort by a contractor not involving the delivery of a specific end product other than reports and other materials merely incidental to the required performance. Services include the furnishing of insurance but does not include construction or the services of employees of the Agency (Section 13-1-87 NMSA 1978).
26. **Staff:** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
27. **Unredacted:** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

28. **Written:** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

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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 SWB-0226357. The 20-year permit was issued on November 25, 2015, with an expiration date of November 25, 2035.

In the development of disposal capacity for the Landfill a significant formation of basalt rock was 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 current 8-year contract with the Agency on May 16, 2022.

While the Agency's needs are primarily the removal and processing 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 \$0.75 per sold ton of aggregate material.

The existing basalt rock 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 E) 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. 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 construction 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) dated January 30, 2014, *Caja del Rio Landfill Noise Analysis Memorandum* dated March 28, 2014, and comply with all federal, state, and local laws and regulations, including air quality permitting, noise and vibration requirements.

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 1,126,000 tons of aggregate has been sold from September 2006 through November 2021. During the above-mentioned time period approximately 39,100 loads with an average weight of 19 tons were taken from the Landfill. The vehicle counts for aggregate loads for the past four years are as follows:

2017 – 4,776
2018 – 6,741
2019 – 4,760
2020 – 6,787

In addition to sales of material, the Agency has purchased 183,146 tons of material for future landfill construction projects, which is currently being processed and stockpiled onsite.

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. A pump station has been installed to feed operational tanks for dust control associated with the crushing operation that pulls from the onsite reclaimed wastewater pond.

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 construction 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 - MSHA, OSHA
- 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 their proposals electronically via email to the Purchasing Division at Purchasing@santafenm.gov by **3:00 p.m. Mountain Time on Tuesday, February 22, 2022**. Any proposal received after this deadline will not be considered.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the RFP requirements. Padding the proposal with “boilerplate” 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 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.

Other supporting or resource material proposal contents:

- Acknowledge receipt of any and all addenda to this RFP. (Pass/Fail)
- Campaign Contribution Disclosure Form (Appendix B). (Pass/Fail)
- 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.
- Copy of Santa Fe County Business License.

- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage.
- Copy of Local Preference Certificate (Appendix C), if applicable.
- Copy of Resident Veterans Business Preference Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.
- Copy of Resident Business or Resident Contractor Certificate issued by the New Mexico Department of Taxation and Revenue, if applicable.

The Offeror is 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. The Agency will accept no subcontractor with a suspension or debarment. The Offeror shall be 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.

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EVALUATION CRITERIA & WEIGHTED VALUES
EVALUATION COMMITTEE
RFP No. 22/25/P

The Evaluation Committee will evaluate each proposal based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top-rated Offerors. Interviews may be conducted with the Offerors 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 Offeror unless extenuating circumstances are documented.

EVALUATION CRITERIA	WEIGHTED VALUES (Evaluation 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 given 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. Other innovative ideas may include potential of blasting for future cells that minimizes the impact to the surrounding community; ways for the Agency to reduce costs associated with future landfill closure activities; and any other added benefits for both the Agency and surrounding community to continue rock crushing activities once stockpiled material has been processed.
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 any Offeror proposal who is not a responsible Offeror or fails to submit a responsive offer.

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EVALUATION CRITERIA & WEIGHTED VALUES
for
RFP No. 22/25/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 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

New Mexico Preference – Resident Business Points per Information for Offerors, 19. 50
or
New Mexico Preference – Resident Veterans Points per Information for Offerors, 19. 100
and
Local Preference per Information for Offerors, 19. 50

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

ATTACHMENT 3

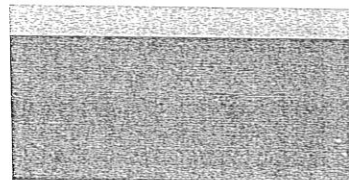
Caja del Rio Crushing and Sales Plan

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
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Prepared by

Chris Hannum

Submitted by

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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 1: 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.

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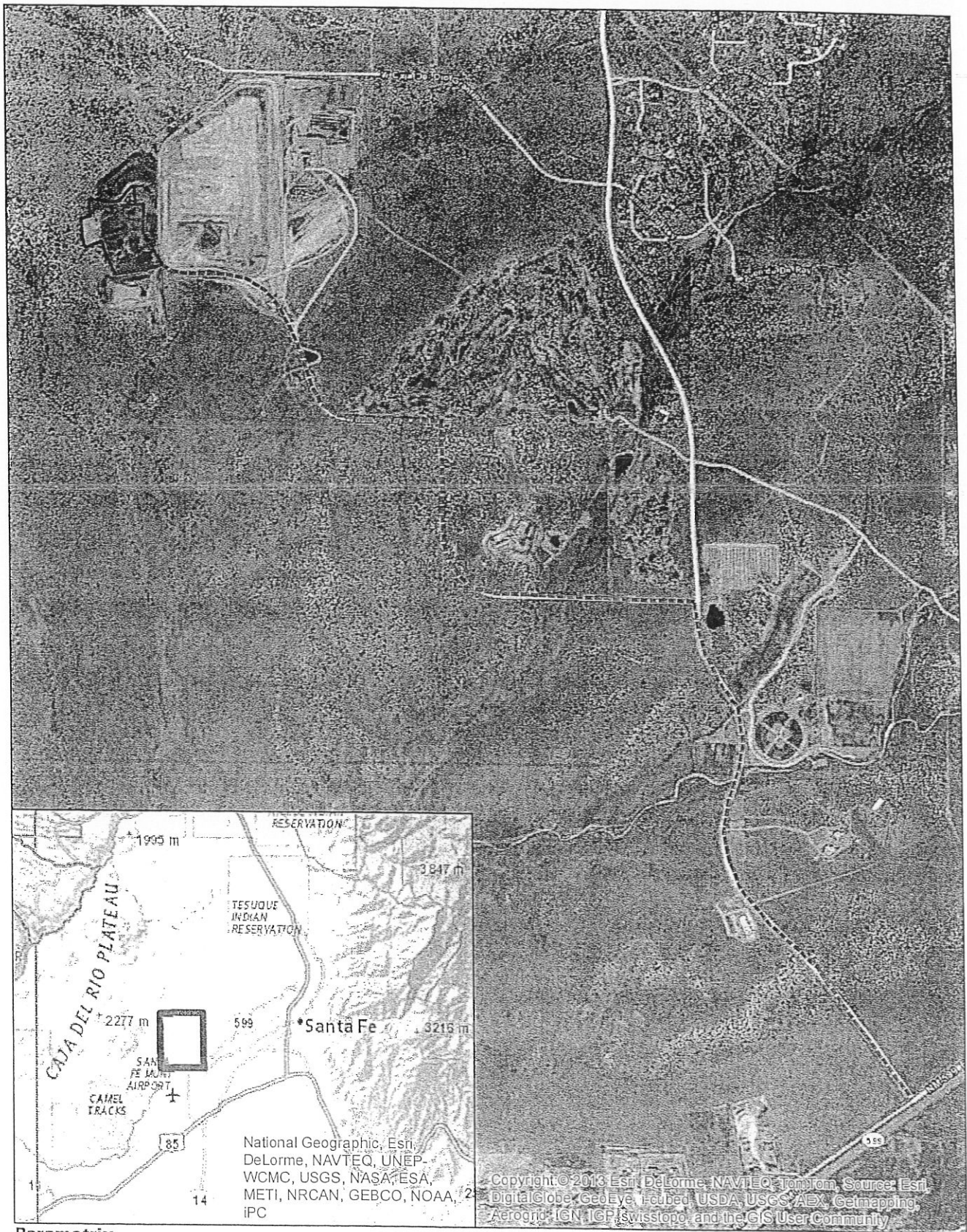
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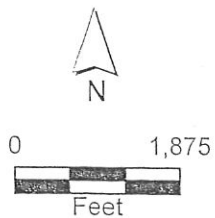
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APPENDIX A: Project Location Maps





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

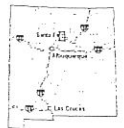




**Water-Level Elevation
Contours and
Ground-Water-Flow
Conditions (2000 to 2005)
for the Santa Fe Area,
Southern Española Basin,
New Mexico**

Open File Report 520
October 2002

Peggy S. Johnson



Legend

- Well in Tesuque Fm (T) and water-level elevation
- Well with water-level elevation
- Hydrogeologic unit, if well completes
 - Alto Formation (C1a)
 - Alto Formation (T)
 - Galisteo Formation (G)
 - Mesozoic and Palaeozoic, undivided
 - Embudo formation (E, e)
- Water-level elevation contours
 - 100-foot, dashed where appropriate, hatched for closed depression
 - 50-foot, hatched for closed depression
- Ground-Water-Flow Conditions
 - Boundary of ground water unit



- Horizontal ground-water flow direction
- Reversal of natural ground-water flow direction
- Wetlands down-slope hydraulic gradient in potentiometric well
 - < -0.015
 - < -0.02
- Wetlands down-slope hydraulic gradient in potentiometric well
 - < -0.01
 - < -0.015
 - < -0.02
- Wetlands down-slope hydraulic gradient in domestic well pair
 - < -0.015
 - < -0.02
- Wetlands up-slope hydraulic gradient in domestic well pair
 - > 0.015
 - > 0.02
- Depth to ground water (feet below land surface)
 - < 100 feet, delineates discharge zone
 - 100-150
 - 150-200
 - 200-300
 - 300-500
 - > 500
- Wells
 - Supply well
 - Observation well
 - A: S. Michaels, SF-1
 - B: Buckman, SF-2
 - C: Kichey
 - D: Buckman, SF-3
 - E: Santa Fe Fire-County
 - F: Santa Fe Fire-County
 - G: JM
 - H: Las Campanas
 - I: Dornburg
 - J: OWA
 - K: DMC
 - Potential stream
 - Perennial stream

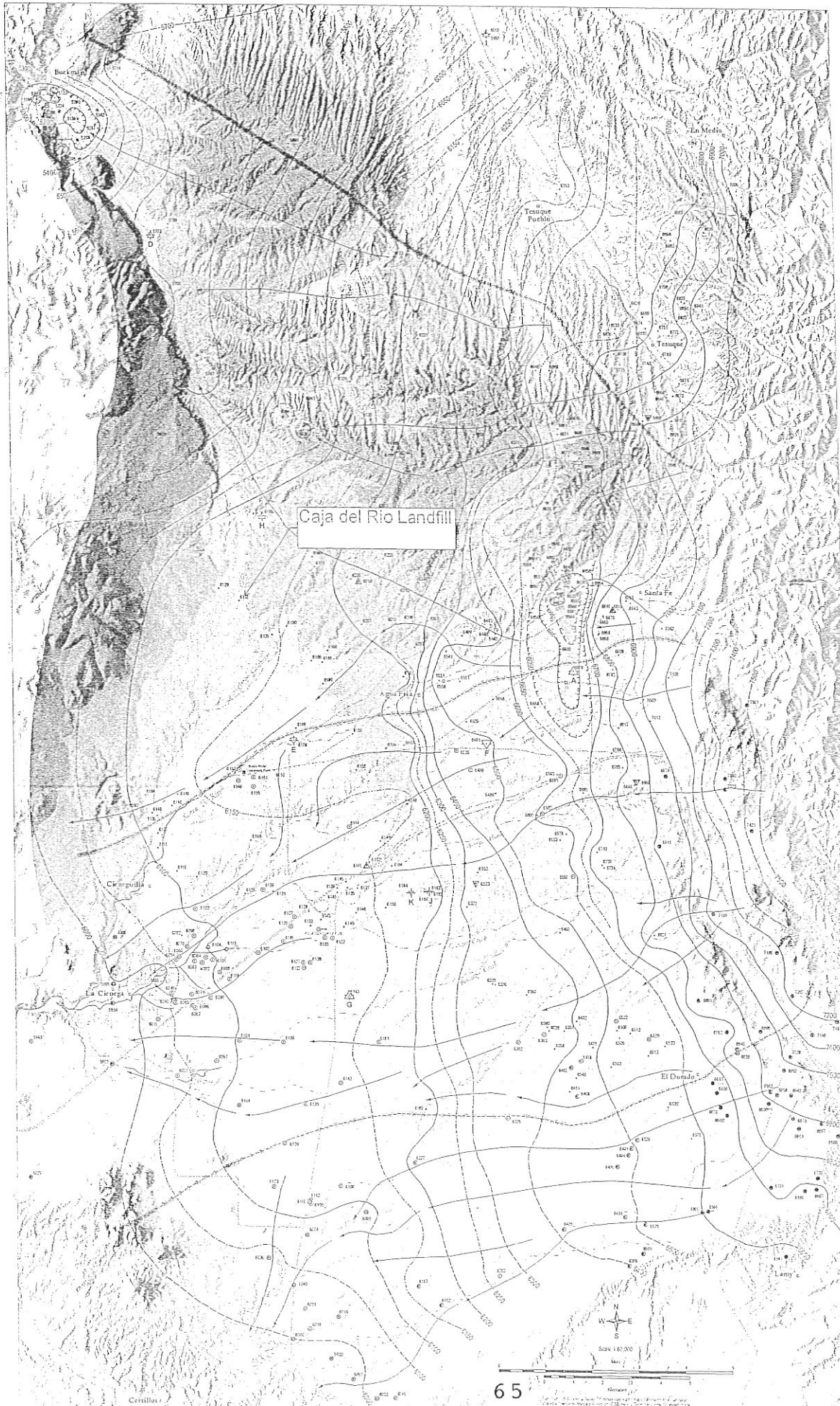
COMMENTS TO MAP USERS
 The purpose of this map is to provide information regarding ground-water flow conditions in the Santa Fe area. The map was prepared using data from the Santa Fe Area Ground-Water Flow Conditions (2000 to 2005) project. The data were collected from a network of observation wells and potentiometric wells. The map shows the general direction of ground-water flow and the location of wetlands. The map is intended for use by the general public and is not intended for use in legal proceedings. The map is a simplified representation of the ground-water system and should not be used to make decisions regarding water rights or other legal matters. The map is a product of the New Mexico Department of Geology and is provided as a public service. The map is not intended to be used for any other purpose. The map is a product of the New Mexico Department of Geology and is provided as a public service. The map is not intended to be used for any other purpose.

Cartography/GIS Support & Layout: English Felix



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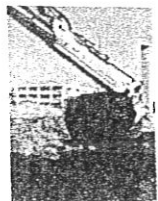
Open File Report 520 - www.gpo.nm.gov



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
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(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
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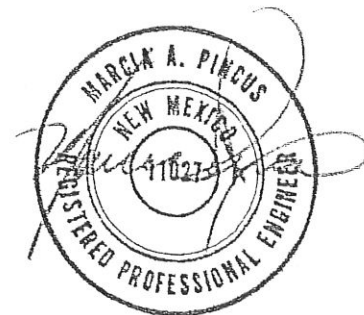


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- C Certification of Stormwater Pollution Prevention Plan
- D Standard Forms
 - D-1 Incident Report Form
 - D-2 Non-Stormwater Discharge Assessment and Certification
 - D-3 Site Inspection Form and SWPPP Evaluation Report
 - D-4 Employee Training Checklist
 - D-5 Quarterly Discharge Monitoring Visual Examination
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 - D-7 Annual Reporting Form
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- 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 overflow 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/npd/es/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 an 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.

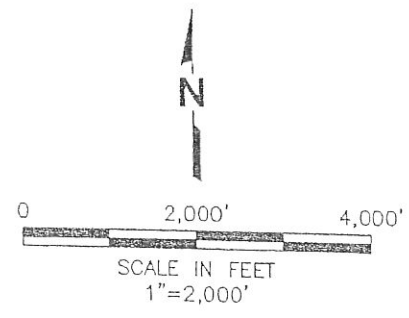
9.4 ADDITIONAL DOCUMENTATION REQUIREMENTS

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



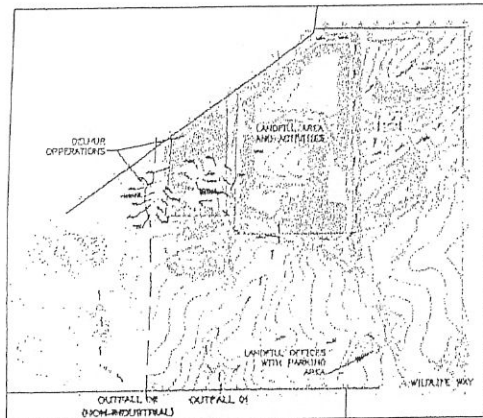
SCS ENGINEERS
"Superior Customer Service"

SITE LOCATION MAP
Stormwater Pollution Prevention Plan
DEL HUR INDUSTRIES, INC.

Project Number:
16.209051.00
Figure 1B

FIGURE 2

SITE PLAN

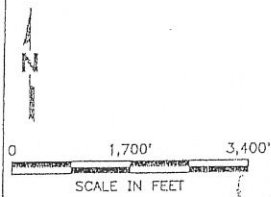
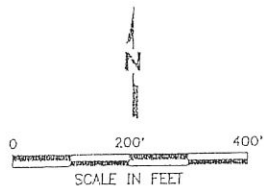
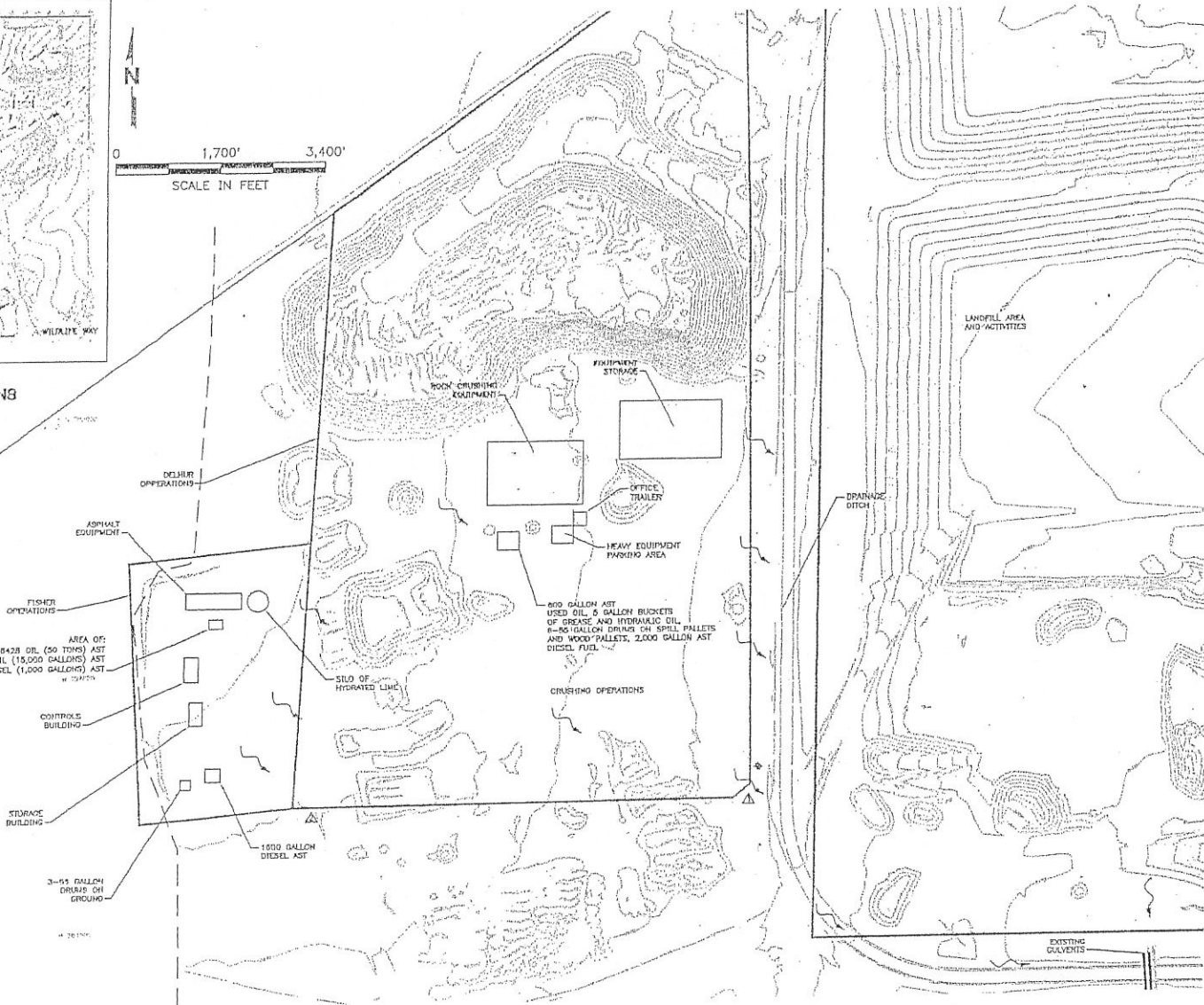


OVERALL SITE LAYOUT
INCLUDES LANDFILL OPERATIONS

- LEGEND
- ◊ SAMPLE LOCATION
 - △ OUTFALL

NOTES:

1. THE BACKGROUND TOPOGRAPHY SHOWN ON THIS PLAN IS DATED MARCH 2, 2000. THE WESTERN PORTION (DASHED BORDER) WAS FLOWN SEPTEMBER 30, 2005.
2. THE HORIZONTAL COORDINATE SYSTEM IS LOCAL GRIDWORK DERIVED FROM NEW MEXICO STATE PLANE, COORDINATES, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ELEVATIONS SHOWN ARE BASED ON THE NATIONAL AMERICAN VERTICAL DATUM OF 1988. THE COMBINED SCALE FACTOR FOR CONVERSION TO GRID TRANSFORMATION OF THE HORIZONTAL COORDINATES IS 0.99999857.
3. TOPOGRAPHY TO SCALE, ROCK CRUSHING AND ASPHALT FEATURES NOT TO SCALE.



AND FILE DATE SHEET NO. PROJECT NO.	SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS 4222 E. THOMAS RD. SUITE 310 PHOENIX, AZ 85018 PH: (602) 840-2526 FAX: (602) 224-0572		CUBIT
	SITE PLAN STOKESWATER POLLUTION PREVENTION PLAN		
Figure 2, SWPPP DATE SCALE AS SHOWN PROJECT NO.	DWG. FILE NO. SHEET NO. DATE APP. BY	Q/A BY DATE APP. BY	2
DELHUR INDUSTRIES, INC. 311 S. CANINO DEL RIO #100 PHOENIX, AZ 85004-7927 PH: (602) 254-3504			

ATTACHMENT 4

Caja del Rio Landfill Noise Analysis Memorandum

FINAL

Caja del Rio Landfill
Noise Analysis Memorandum

*Santa Fe Solid Waste
Management Agency*

March 28, 2014



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 (L_{eq}) is the constant sound level that in a given period has the same sound energy level as the actual time-varying sound pressure level. L_{eq} 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.

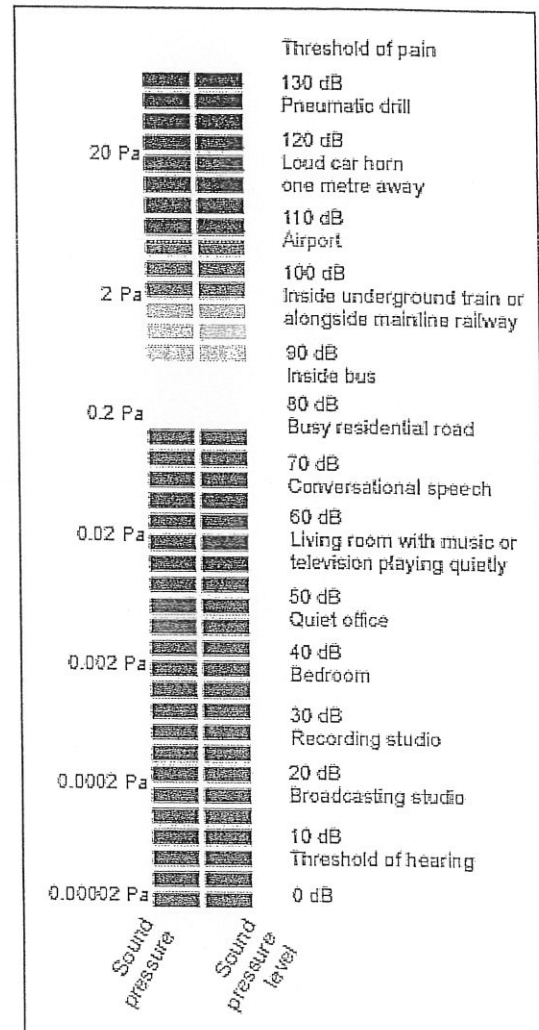


Figure 1 Common Noise Levels

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**.

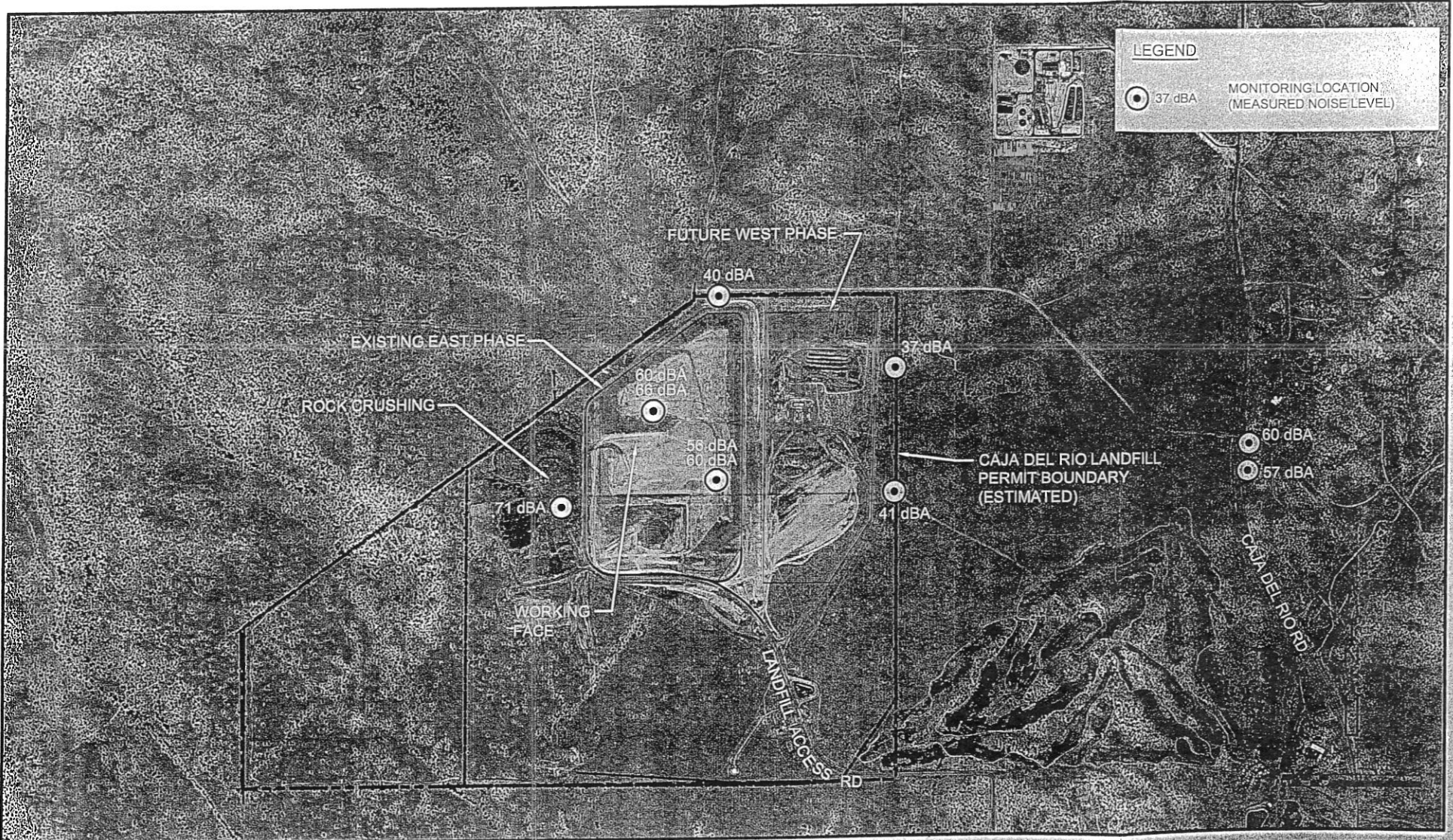
Measured Leq at each monitoring location is shown in **Figure 2**. The noise source to measurement location distance varies depending on the measurement location. For better comparison, where multiple measurements were taken near a similar source (i.e. working face and Caja del Rio Rd), the measured 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>



PW_XM1\Documents\10679\91151\03 Reports and Studies\11 Draft and Final Reports\Noise Study\MeasNoiseLvl.dwg
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Santa Fe Solid Waste Management Agency
Caja del Rio Landfill Noise Analysis

Figure No. 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



Project #:
County:
Division:

Observer's Name Tanimoto/Larsen

Date 3/10/14 Monitor Site # 8004 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

Table with 4 rows (Heavy Truck, Medium Truck, Cars, Total) and 4 columns (Lane #, Lane VPH). All cells are empty.

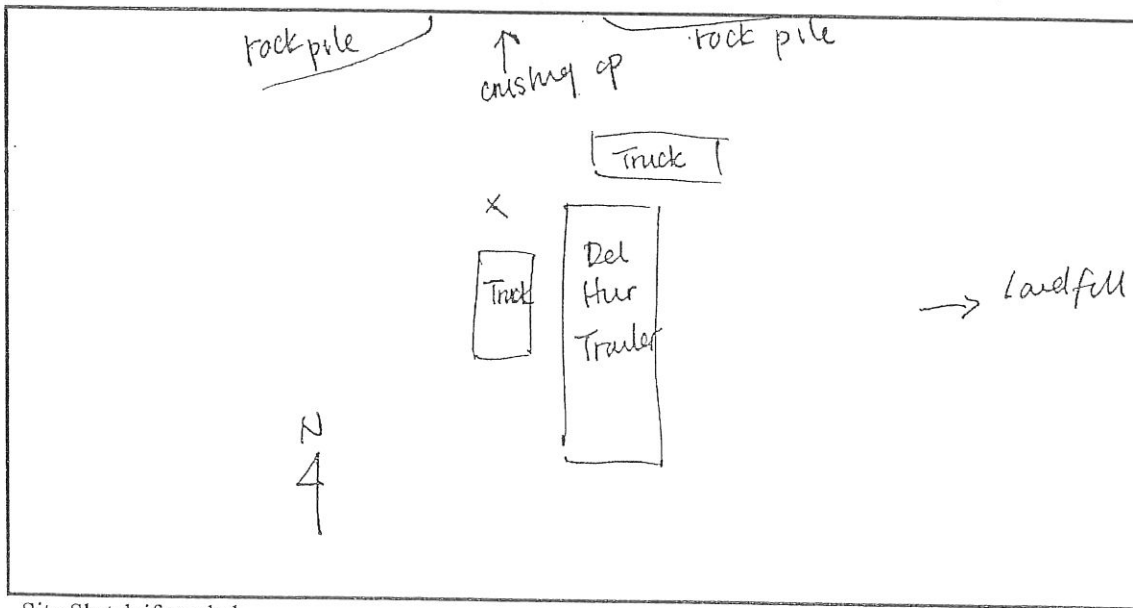
VPH (volume per hour) Multiply by 3 to get hourly volumes

bps:
35° 40.988'
106° 05.777'

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



Project #:
County:
Division:

Observer's Name Tanimoto / Larson
 Date 3/10/14 Monitor Site # 8005 Working Face All 4B
 # travel lanes N/A Direction of Lanes N/A
 Speed limit N/A Surface Conditions dirt working surface
 Grade N/A Wind Speed Variable light to moderate wind Humidity 27%
 Surrounding Land uses Landfill
 Time monitoring began 1037 Time monitoring ended 1057

GPS:
35°41.091'
106°05.428'
6488'

	#	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) 59.9 dB Distance from Travel Lane ~850 ft working face.
 Height above roadway — ft Height 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 x 2
 1057 2 x haul trucks enter

perimeter rd
 Bird cannon
 Truck dump
 Compactor pushing trash down
 Truck route
 N
 4

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 surface etc
 Major Noise Source Heavy equipment & truck back up alarm, bird cannon
 Unusual Events 1055 prop plane overhead ~82 dBA
 Comments Rock hammering in Cell 5B unusual activity per G Larson - other cells typically don't have rock
Can see adobe house beyond Coja del Rio Rd.



Project #:
County:
Division:

Observer's Name Tanamoto
Date 3/10/14 Monitor Site # 50e9 working face 4B
travel lanes — Direction of Lanes —
Speed limit — Surface Conditions Dry, Dirt
Grade — Wind Speed moderate/light Humidity 20%
Surrounding Land uses Landfill
Time monitoring began 1405 Time monitoring ended 1425

GPS
35° 41.093'
106° 05.428'

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) 56.4 dB Distance from Travel Lane ~850 ft
Height above roadway — ft Height above Ground 5 ft

1406 bird cannon
1407 garbage truck in/art
1408 bird cannon
1409 bird cannon
1410 garbage truck out
1411 bird cannon
1412 garbage truck art, bird cannon
1413 hauler art, 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
1424 bird cannon

Site Sketch if needed

Background Noise landfill
Major Noise Source 2x heavy equipment (dozer + compactor) backup alarms in 4B, bird cannon waste trucks
Unusual Events —
Comments no hammering in 5B but 2 dozers moving rocks



Project #:
County:
Division:

Observer's Name Tarumoto / 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

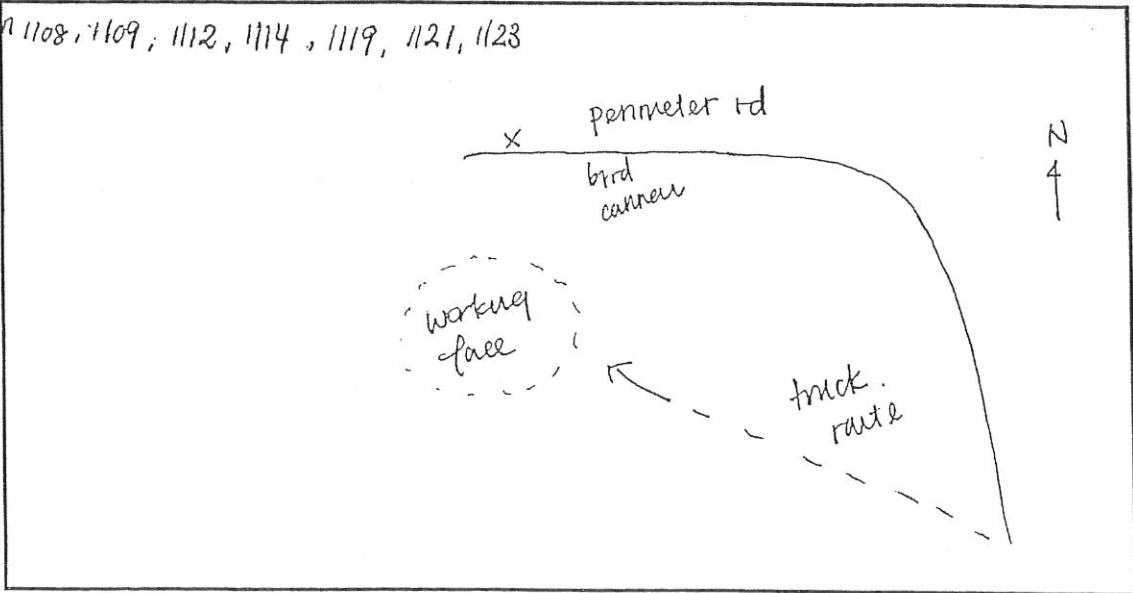
Table with 2 columns for Lane and rows for Heavy Truck, Medium Truck, Cars, Total. Includes VPH (volume per hour) and instruction to multiply by 3 to get hourly volumes.

Leq Noise Level L(avg) 59.5 dB Distance from Travel Lane ~300 ft compactor

Height above roadway ft Height above Ground 5 ft

BPS:
35° 41.157
106° 25.589
6476 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 cannon

Unusual Events hammering in Cell 5B

Comments crushing noise not noticeable



Project #:
County:
Division:

Observer's Name Tamoto

Date 3/10/14 Monitor Site # se10 working face cell 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

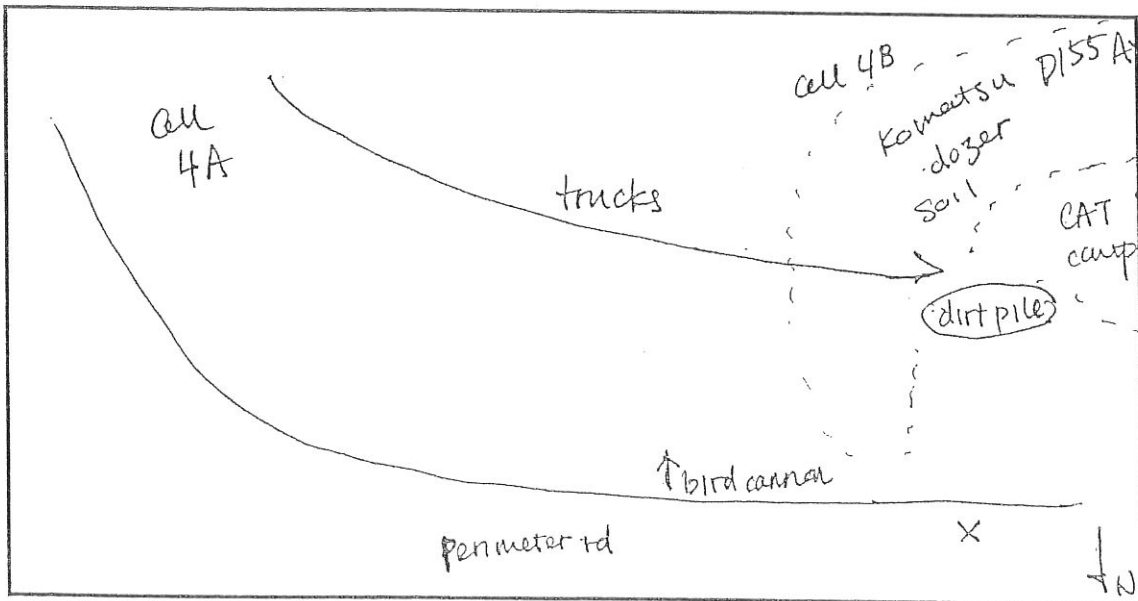
Table with 4 columns: Traffic # (20 min), Lane #, Lane VPH, Lane #, Lane VPH. Rows include Heavy Truck, Medium Truck, Cars, and Total.

VPH (volume per hour) Multiply by 3 to get hourly volumes

GPS
35° 41.456
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 8360 compactor-trash, Komatsu D155AX-soil, trucks, bird cannon

Unusual Events

Comments cannot hear rock crushing/activity in SB

< N fence >



Project #:
County:
Division:

Observer's Name Tanimoto

Date 3/10/14 Monitor Site # 5014 N fence

travel lanes — Direction of Lanes —

Speed limit — Surface Conditions Dry, dirt

Grade — Wind Speed calm Humidity 10%

Surrounding Land uses landfill / Nat'l Forest

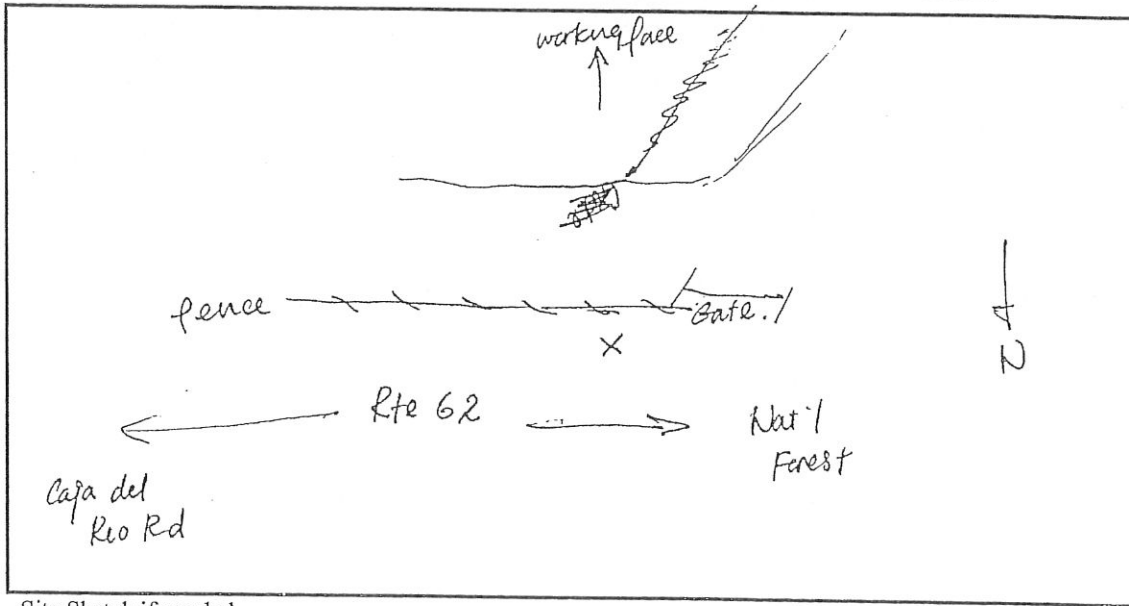
Time monitoring began 1635 Time monitoring ended 1655

GPS
35°41.367
106°5.429

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

Leq Noise Level L(avg) 39.8 dB Distance from Travel Lane 2.5 ft *chain link fence*
Height above roadway — ft Height 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 Caja del Rio Rd.

Comments quiet, faint landfill noise.



Project #:
County:
Division:

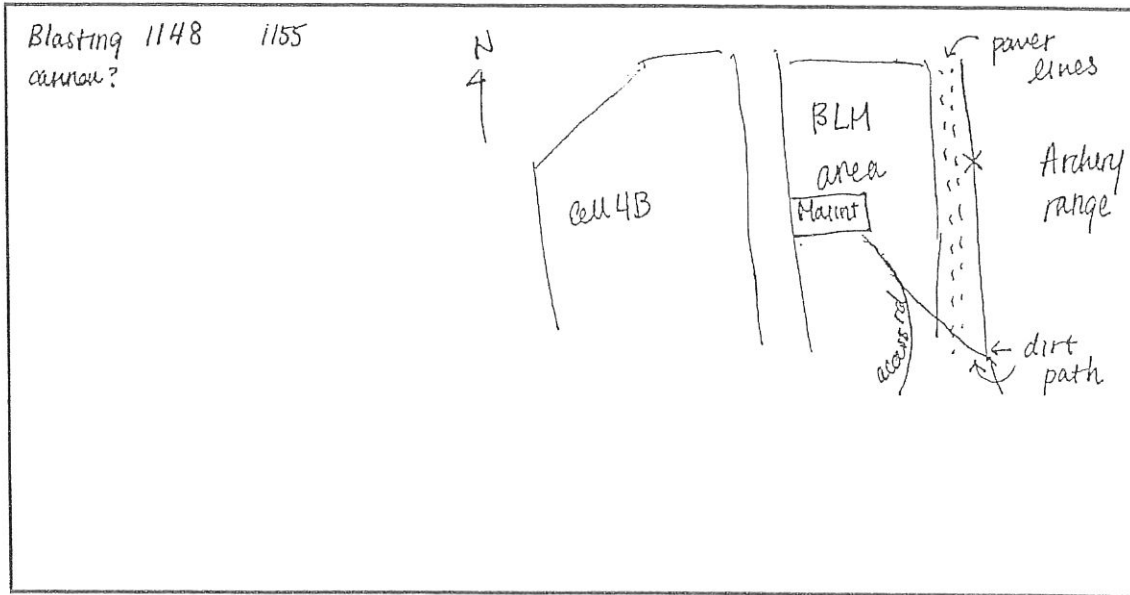
Observer's Name Tanimoto / Larson
Date 3/10/14 Monitor Site # 8007 E fence
travel lanes - Direction of Lanes -
Speed limit - Surface Conditions dry dirt
Grade - Wind Speed variable Humidity 25%
Surrounding Land uses Landfill / archery range
Time monitoring began 1147 Time monitoring ended 1207

GPS:
35° 41.228'
106° 05.049'

Table with 4 columns: Traffic # (20 min), Lane #, Lane VPH, Lane #, Lane VPH. Rows include Heavy Truck, Medium Truck, Cars, and Total.

VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 56.1 dB Distance from Travel Lane - ft
Height above roadway - ft Height above Ground 5 ft



Site Sketch if needed

Background Noise overhead aircraft, buzzing from power lines, backup alarm, hammering in 5B.
Major Noise Source bird cannon.
Unusual Events -
Comments quiet. cannot see working face activity due to topography.



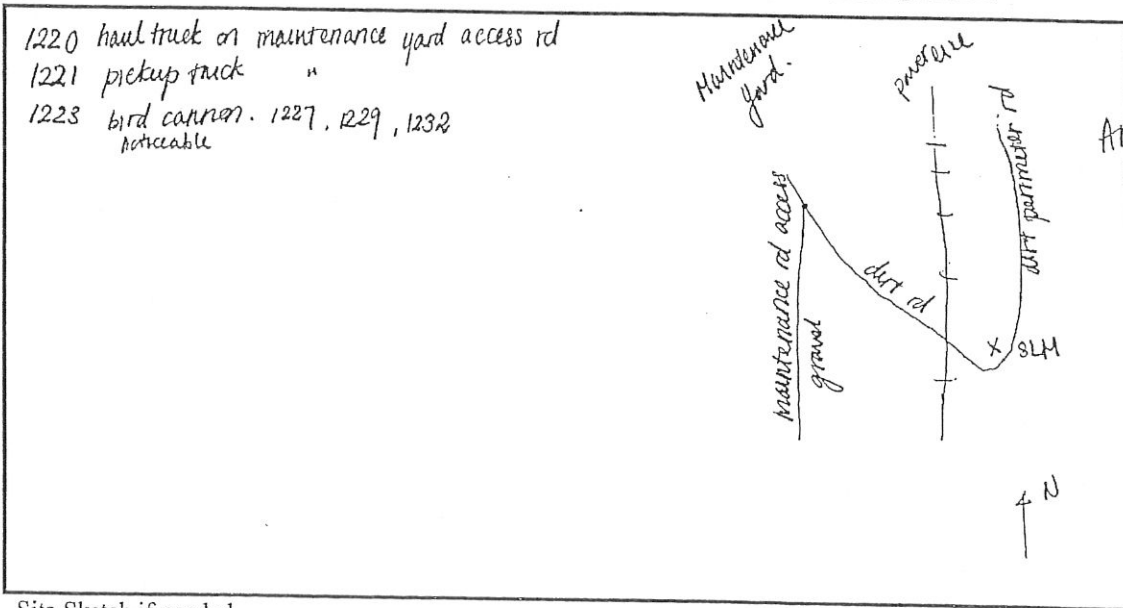
Project #:
County:
Division:

Observer's Name Tanimoto / Larson
Date 3/10/14 Monitor Site # 3008 E fence line
travel lanes N/A Direction of Lanes N/A
Speed limit N/A Surface Conditions dirt, dry
Grade - Wind Speed moderate - no wind Humidity 25%
Surrounding Land uses land fill.
Time monitoring began 1215 Time monitoring ended 1235

GPS
35°41.015
106°05.052
6476 ft

Table with 2 columns for Lane and rows for Heavy Truck, Medium Truck, Cars, Total, and VPH. Includes a note: VPH (volume per hour) Multiply by 3 to get hourly volumes

Leq Noise Level L(avg) 40.6 dB Distance from Travel Lane - ft
Height 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 cant see residential area. just archery range, could hear crushing

Via de Estrellas - paved
 Paseo de Estrellas - paved
 Residential

< Residential A >



Project #:
 County:
 Division:

Observer's Name Tanamoto
 Date 3/9/14 Monitor Site # Caja del Rio / Camino De Rey SE intersection File Soc1
 # 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		# 21 VPH		# 24 VPH
Total		# VPH		# 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 830 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

Camino de Rey gravel rd. & Rte 62

Santa Fe Rte 62

Residences

Bike Lane

Mail Boxes

Camino de Rey

gravel

Box

SB

NB

SLM

gravel

Caja del Rio Rd

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



Project #:

County:

Division:

Observer's Name Tanamoto

Date 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 5%

Surrounding Land uses Residential/recreational

Time monitoring began 1557 Time monitoring ended 1617

Traffic # (20 min)	NB Lane		SB Lane	
	#	VPH	#	VPH
Heavy Truck	-	-	-	-
Medium Truck	-	-	-	-
Cars	15	45	24	72
Total	-	-	-	-

VPH (volume per hour) Multiply by 3 to get hourly volumes

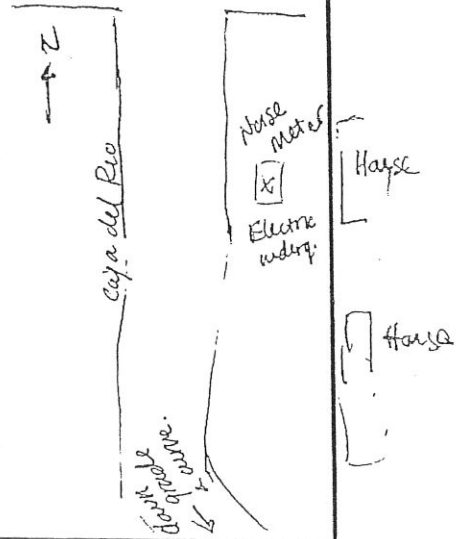
Leq Noise Level L(avg) 57.3 dB

Distance from Travel Lane ~60 ft

Height above roadway 10 ft

Height above Ground 5 ft

Caja del Rio	NB	SB	
	1557 auto	1557 auto	1614 auto
	1558 2x auto	1559 auto	1615 3x auto
	1601 auto	1600 auto	1616 auto
	1602 3x auto	1602 auto	
	1603 3x auto	1603 auto	
	1604 auto	1604 auto	
	1610 auto	1605 auto	
	1612 2 auto	1606 auto	
	1614 auto	1607 auto	
	1616 auto	1609 auto	
		1610 2x auto	
		1611 auto	
		1612 3 auto	
		1613 2 auto	



Site Sketch if needed

Background Noise birds chirping, crowing, traffic on Caja del Rio Rd

Major Noise Source Caja del Rio Rd traffic.

Unusual Events None.

Comments 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 BLG040005_11032014_065639
 Stop Time Monday, March 10, 2014 10:25:00
 Start Time Monday, March 10, 2014 10:05:00

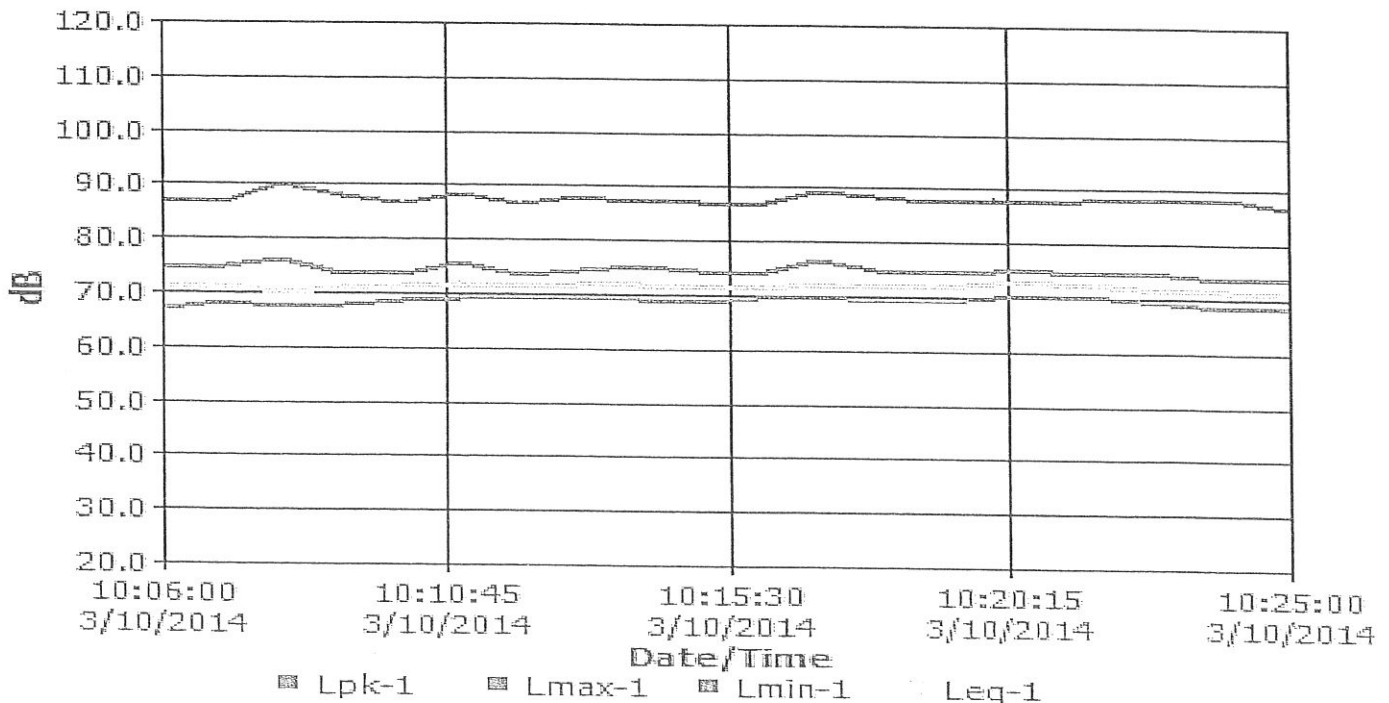
General Data Panel

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

Timestamp	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 BLG040005_11032014_065640
 Stop Time Monday, March 10, 2014 10:57:00
 Start Time Monday, March 10, 2014 10:37:00

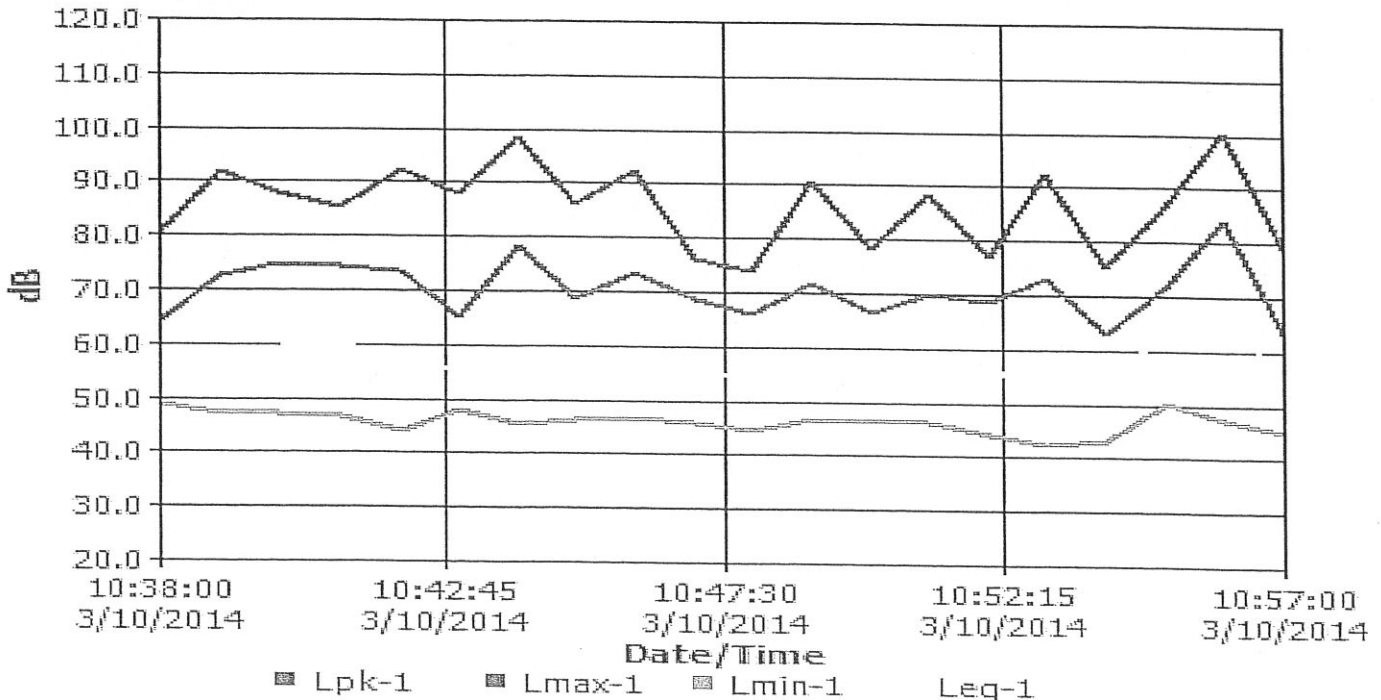
General Data Panel

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	48.7	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 BLG040005_11032014_065642
 Stop Time Monday, March 10, 2014 14:25:00
 Start Time Monday, March 10, 2014 14:05:00

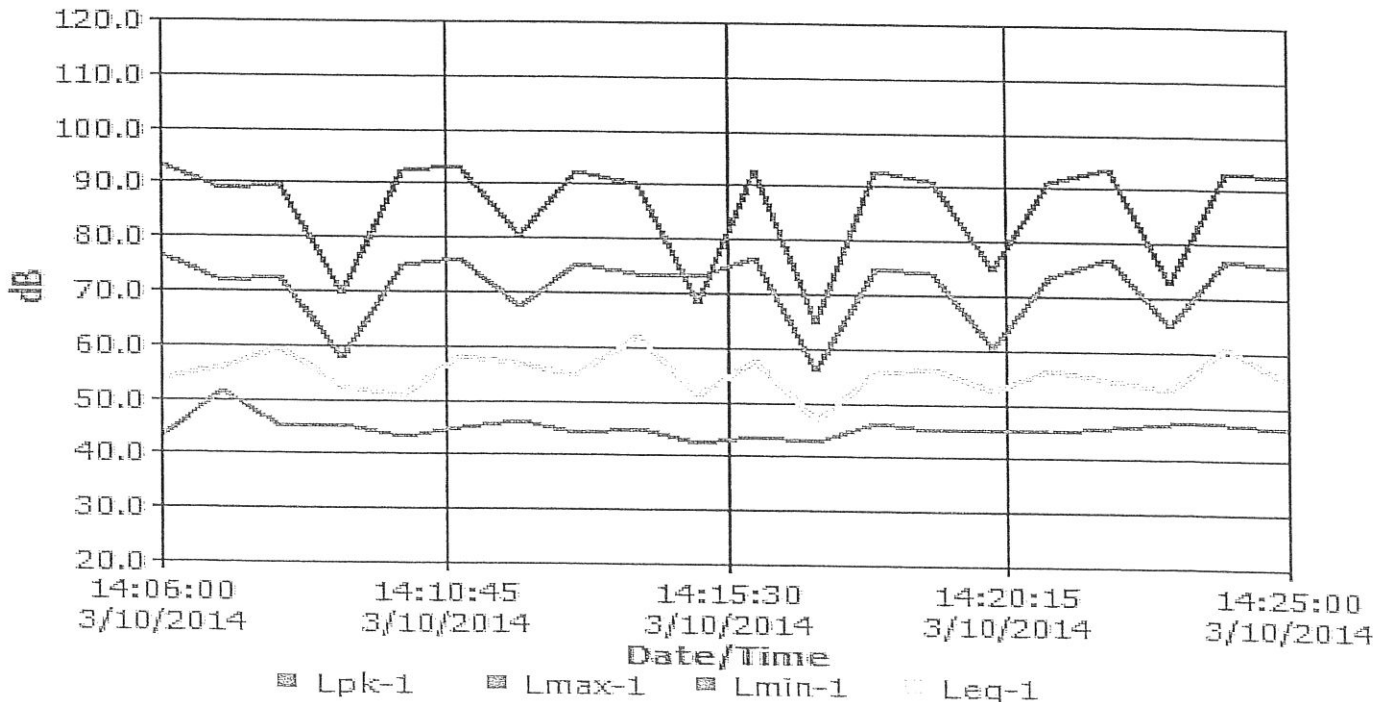
General Data Panel

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	71.7	51.5	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	68.2	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 BLG040005_11032014_065640
 Stop Time Monday, March 10, 2014 11:25:00
 Start Time Monday, March 10, 2014 11:05:00

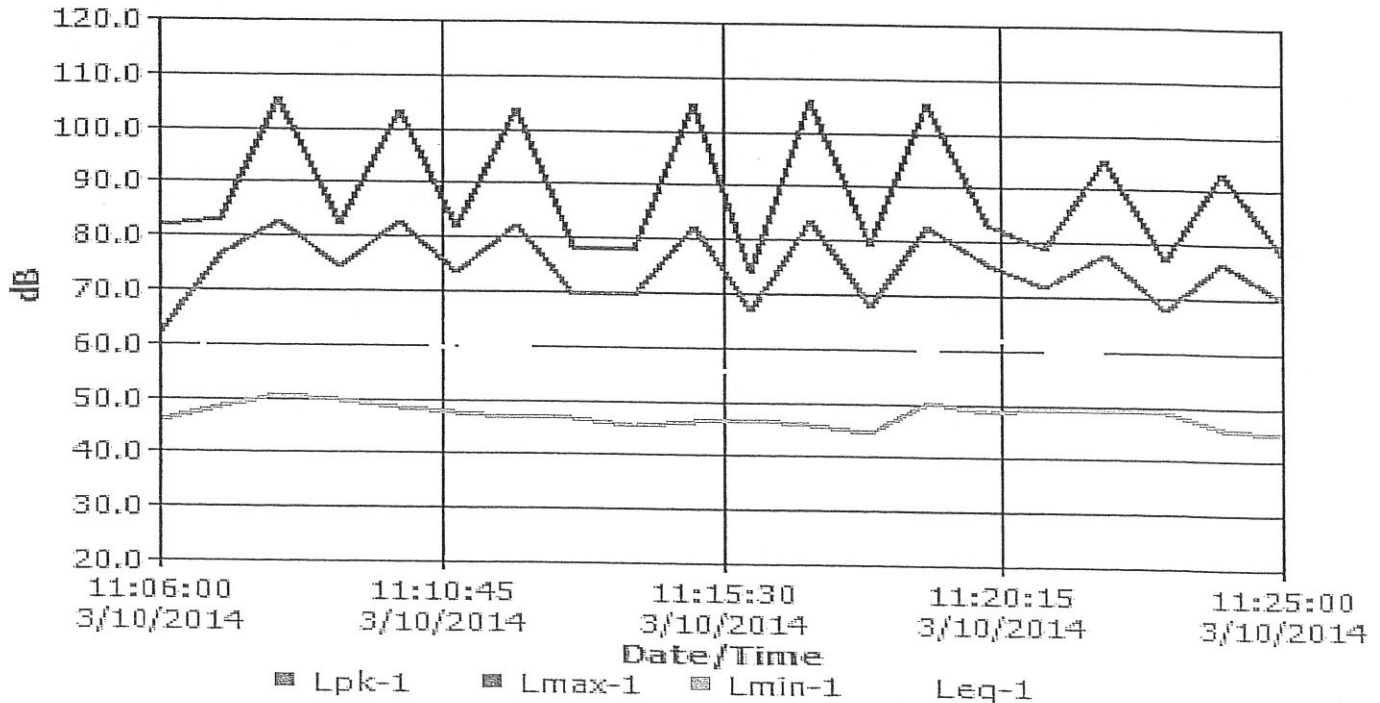
General Data Panel

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

Parent Session BLG040005_11032014_065642
 Stop Time Monday, March 10, 2014 14:53:00
 Start Time Monday, March 10, 2014 14:33:00

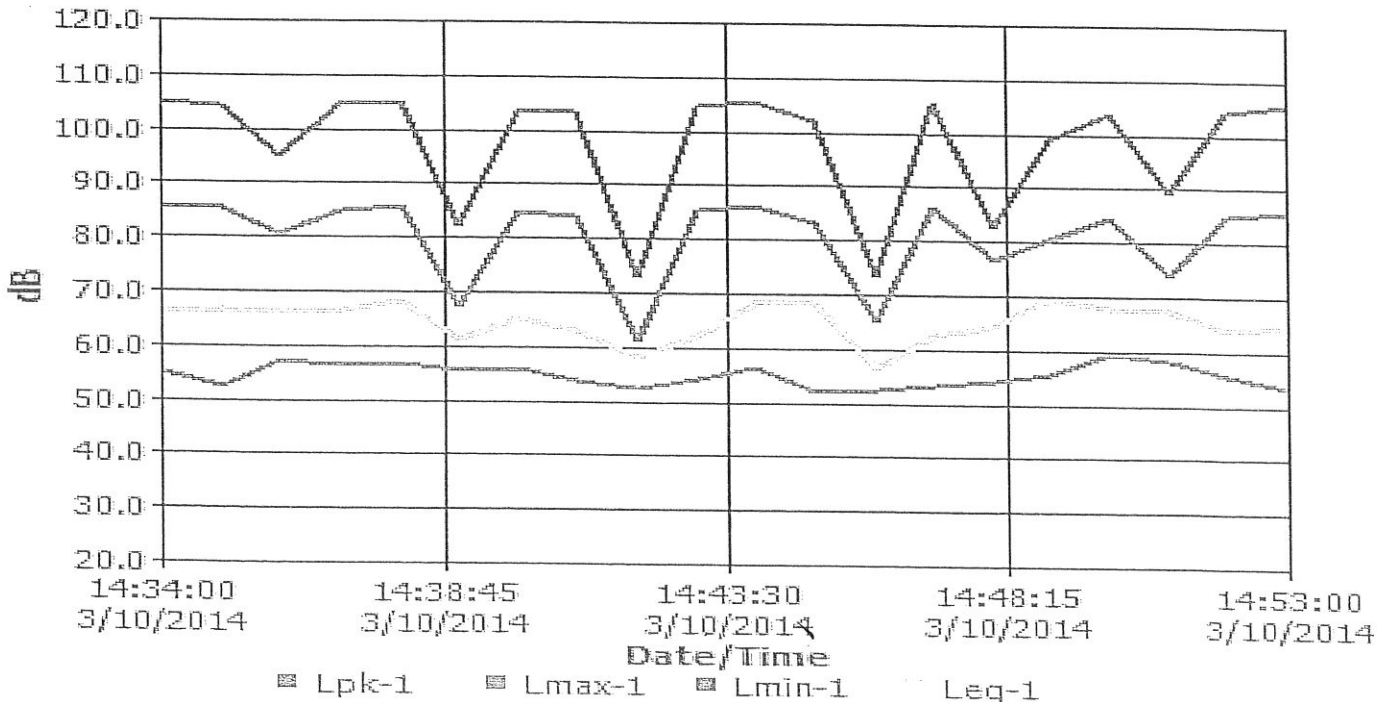
General Data Panel

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 BLG040005_11032014_065641
 Stop Time Monday, March 10, 2014 12:07:00
 Start Time Monday, March 10, 2014 11:47:00

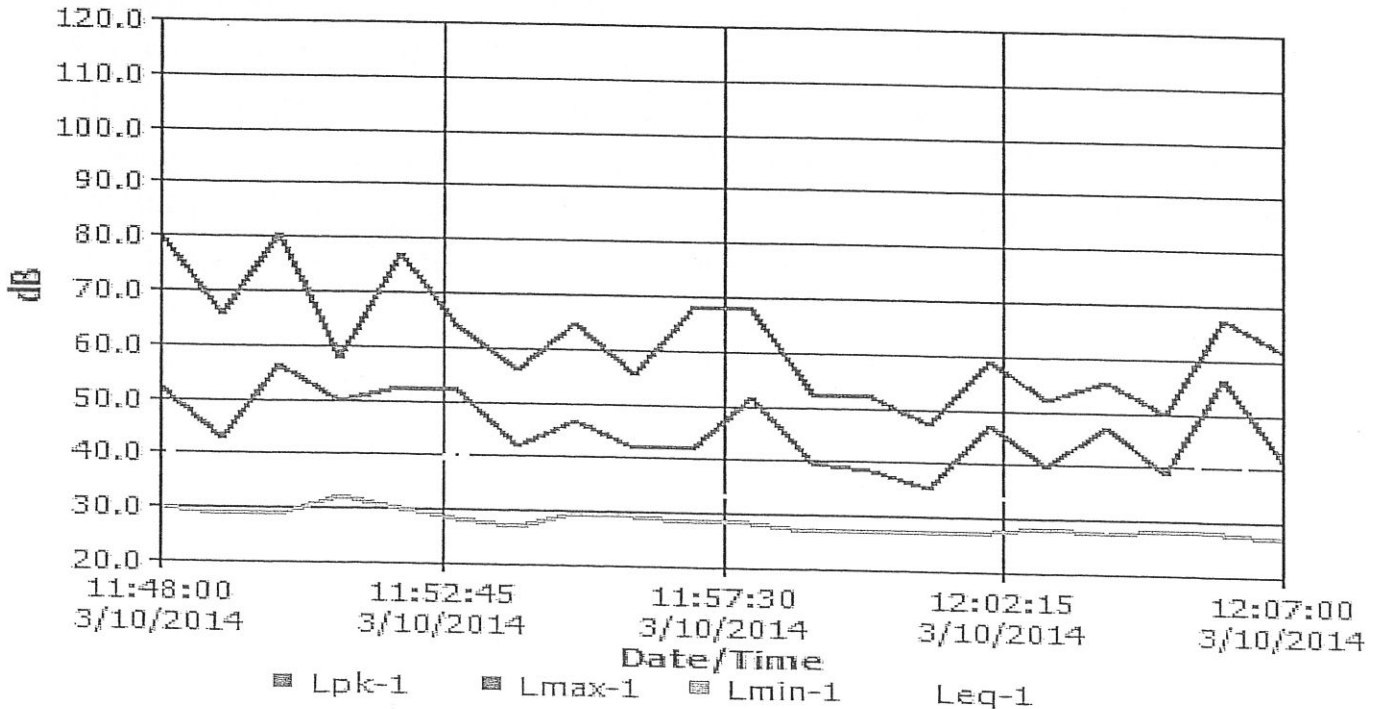
General Data Panel

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

Parent Session BLG040005_11032014_065641
 Stop Time Monday, March 10, 2014 12:35:00
 Start Time Monday, March 10, 2014 12:15:00

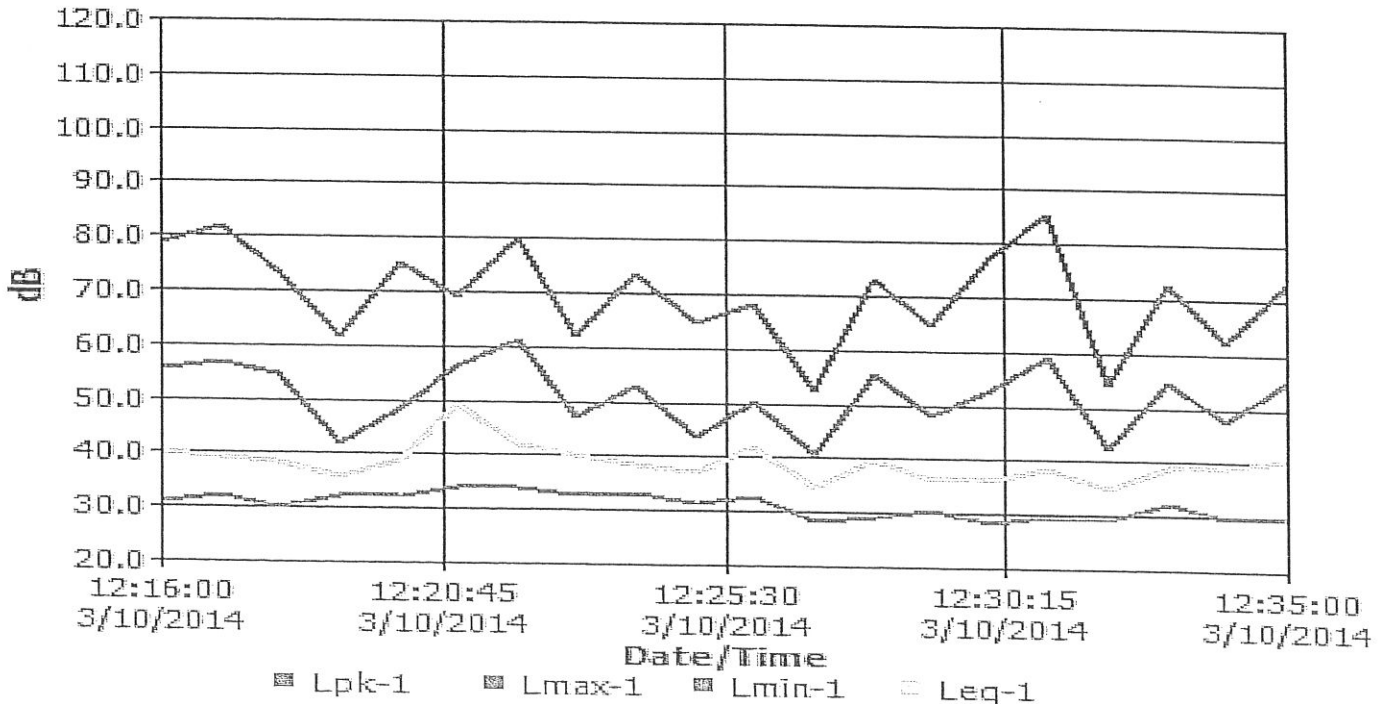
General Data Panel

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

Timestamp	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	43.6	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 BLG040005_11032014_065644
 Stop Time Monday, March 10, 2014 16:55:00
 Start Time Monday, March 10, 2014 16:35:00

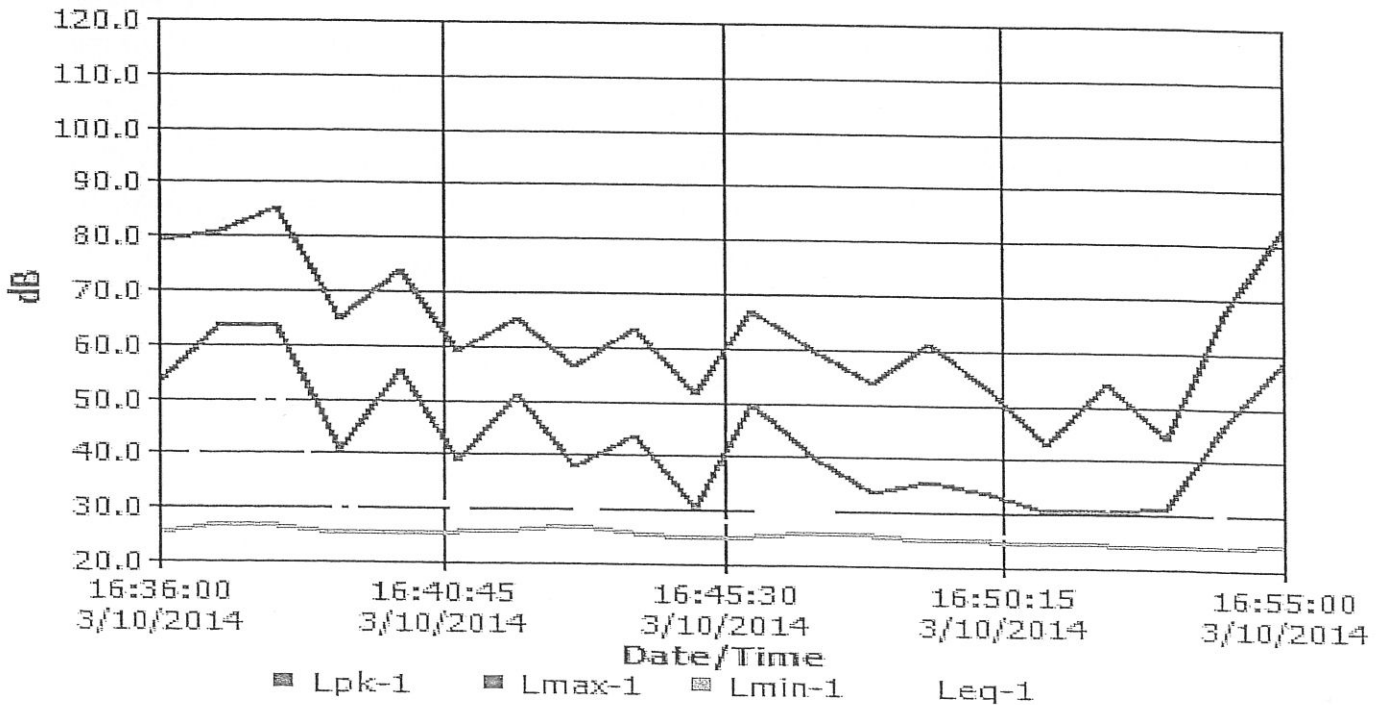
General Data Panel

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 BLG040005_11032014_065639
 Stop Time Sunday, March 09, 2014 17:10:00
 Start Time Sunday, March 09, 2014 16:50:00

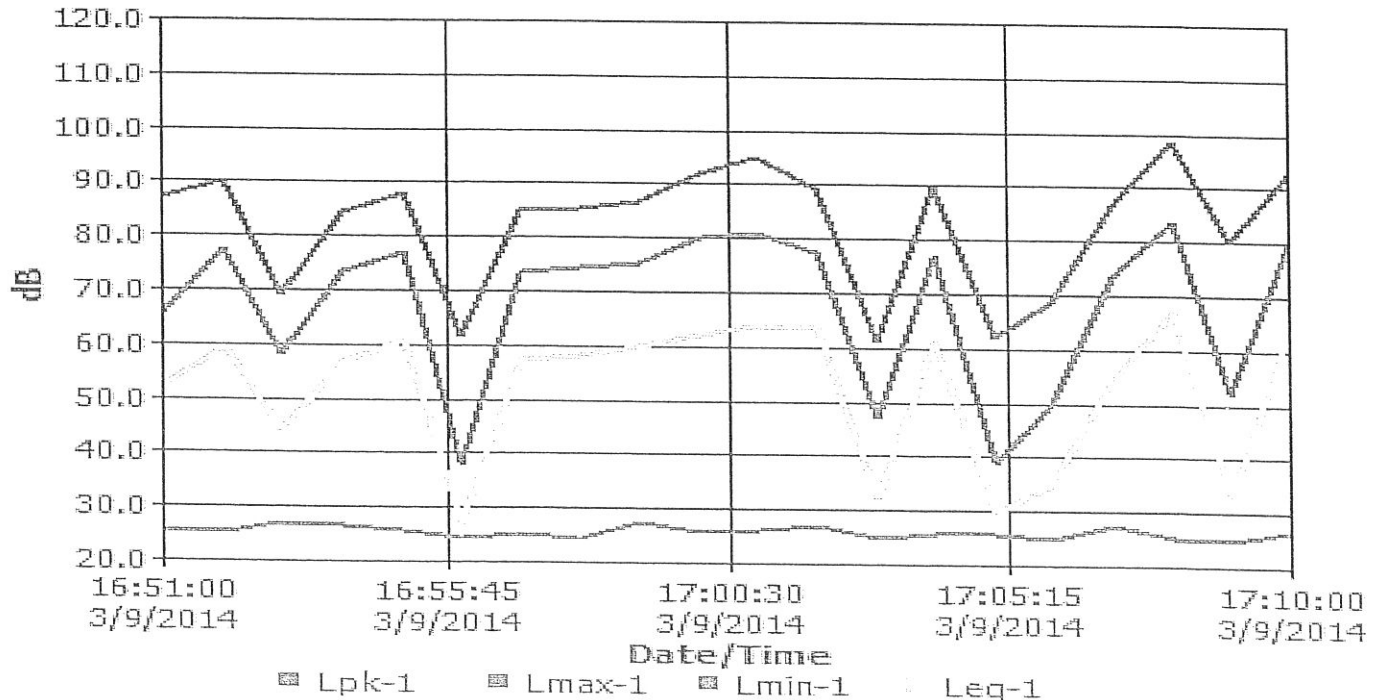
General Data Panel

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 BLG040005_11032014_065643
 Stop Time Monday, March 10, 2014 16:17:00
 Start Time Monday, March 10, 2014 15:57:00

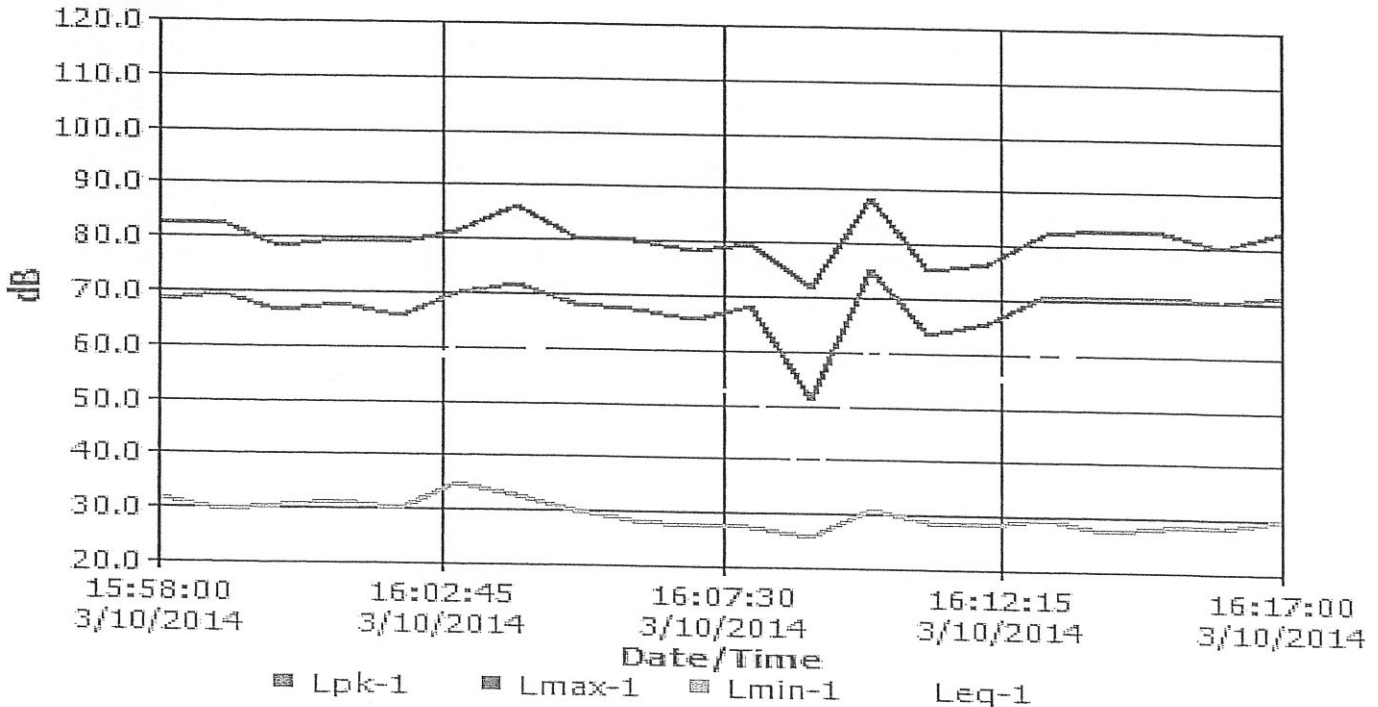
General Data Panel

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

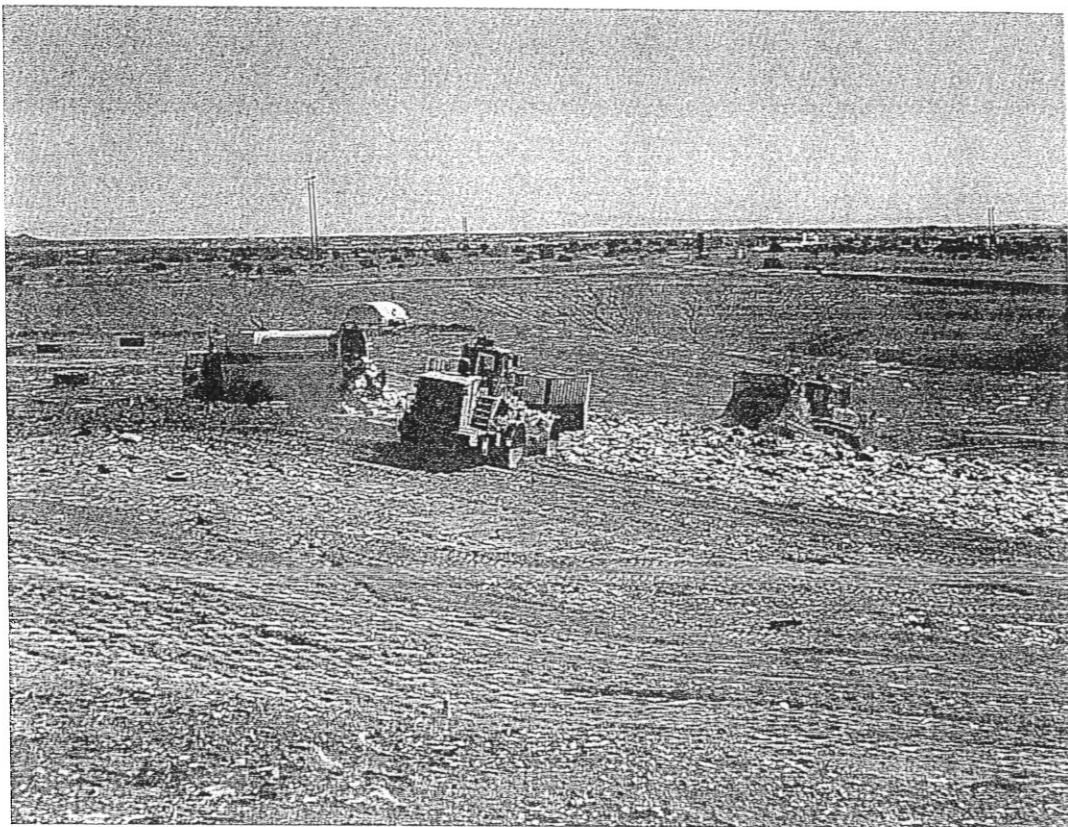
Name BLG040005_11032014_065644
Start Time Monday, March 10, 2014 16:55:55
Stop Time Monday, March 10, 2014 16:59:56
Device Model Type SoundPro DL
Comments

Calibration History

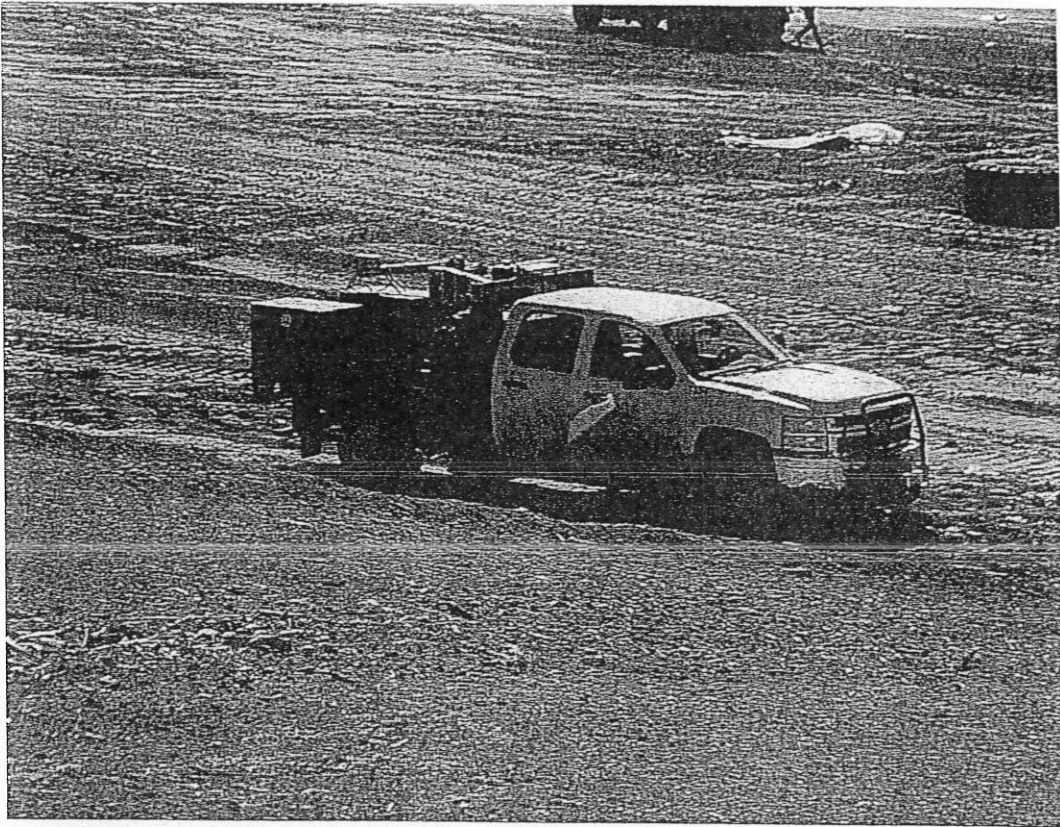
<u>Date</u>	<u>Action</u>	<u>Level</u>	<u>Serial Number</u>	<u>Certification Date</u>
3/9/2014 3:37:52 PM	Calibration	114.0		
3/10/2014 5:02:25 PM	Verification	114.0		

A.3 Photographs

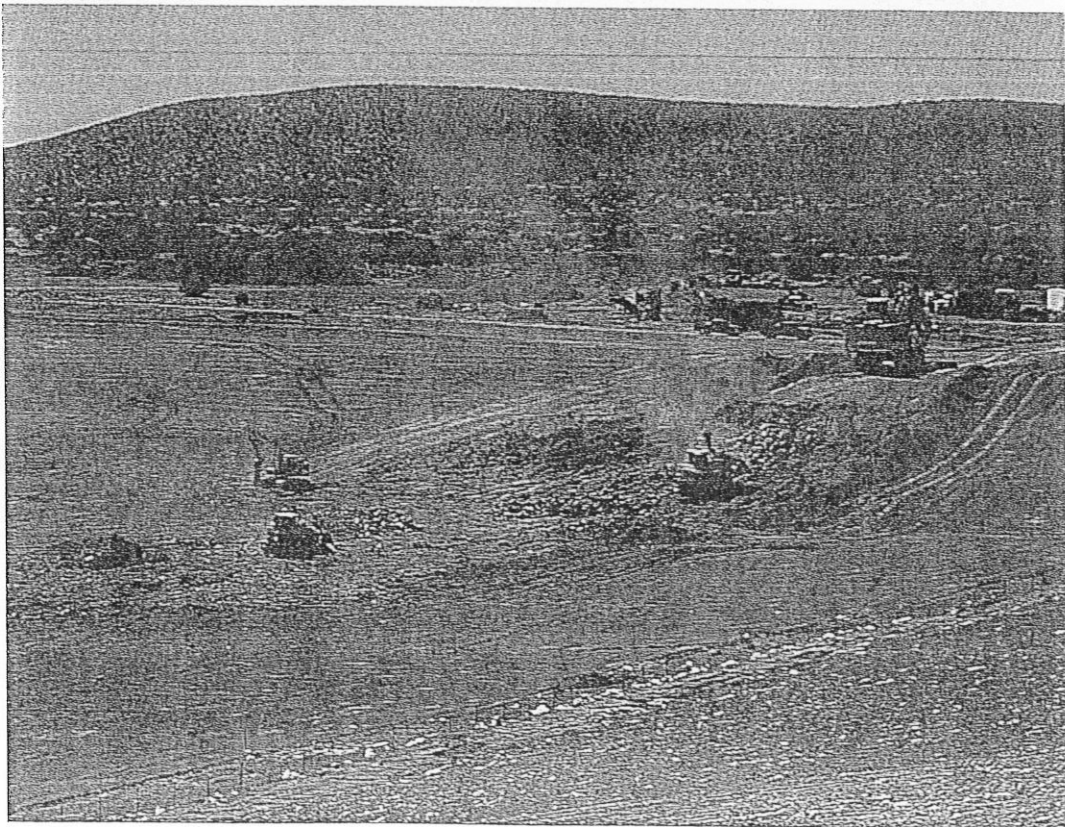
Cell 4B (Working Face)



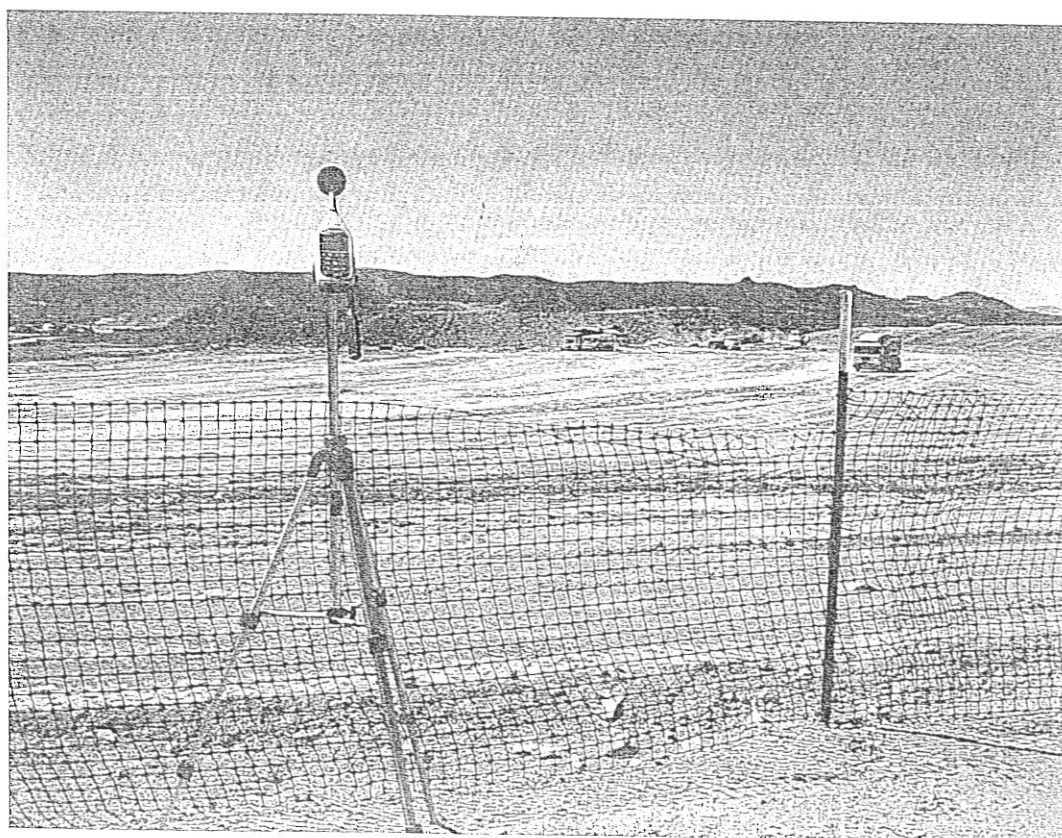
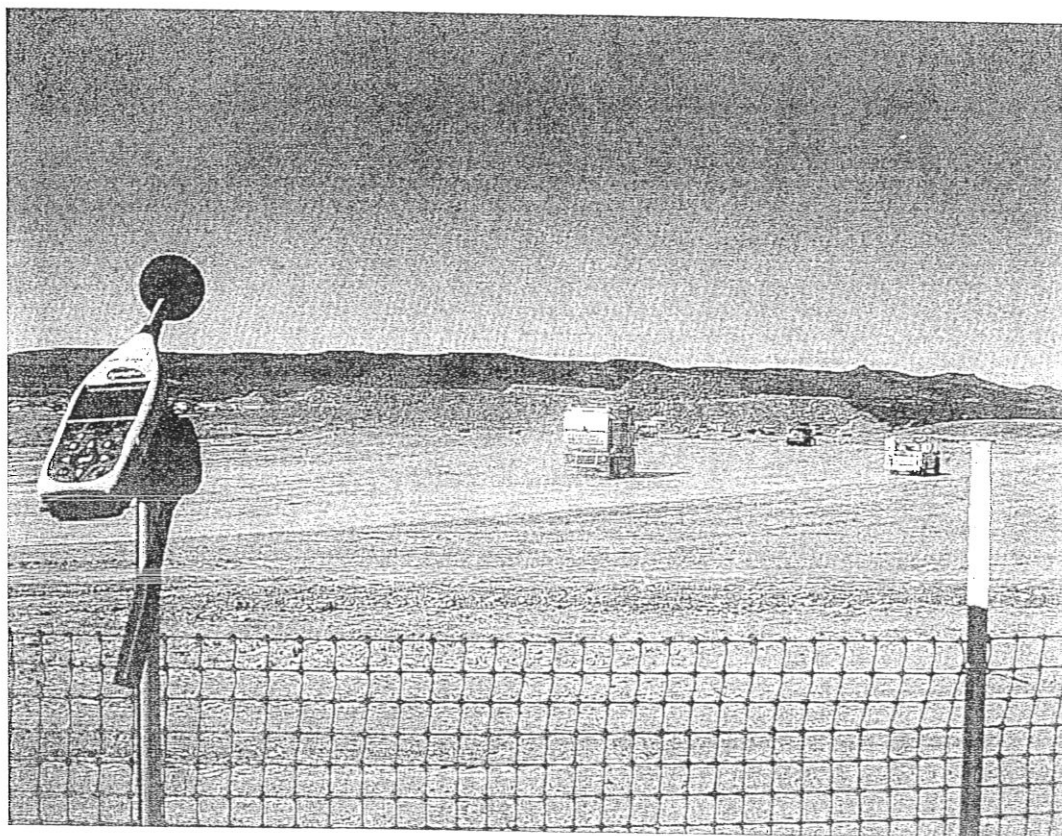
Bird Cannon



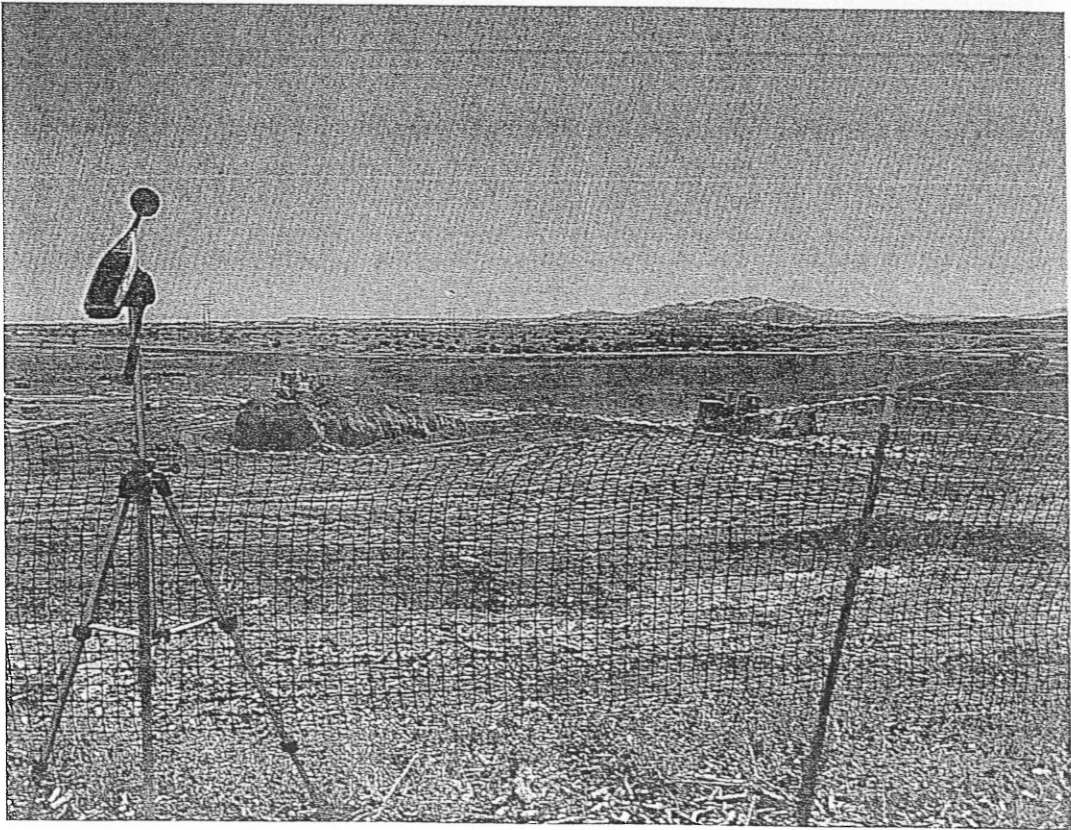
Cells 5B and 6B



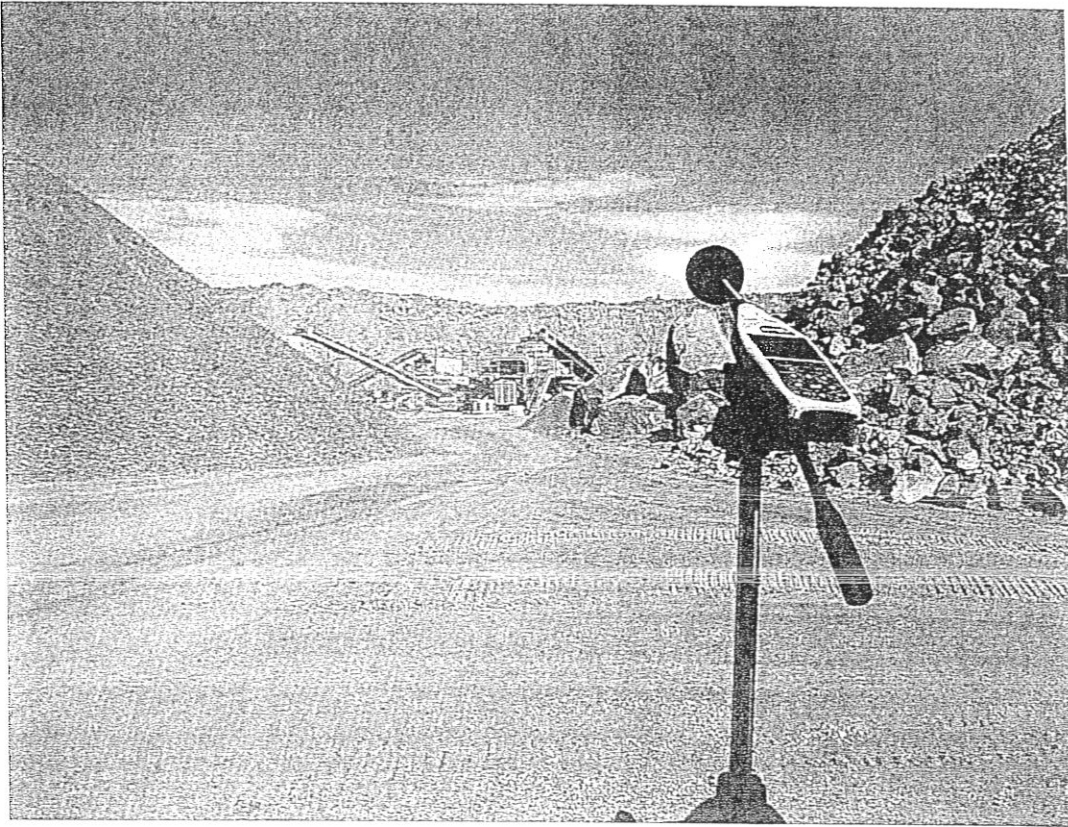
Working Face A



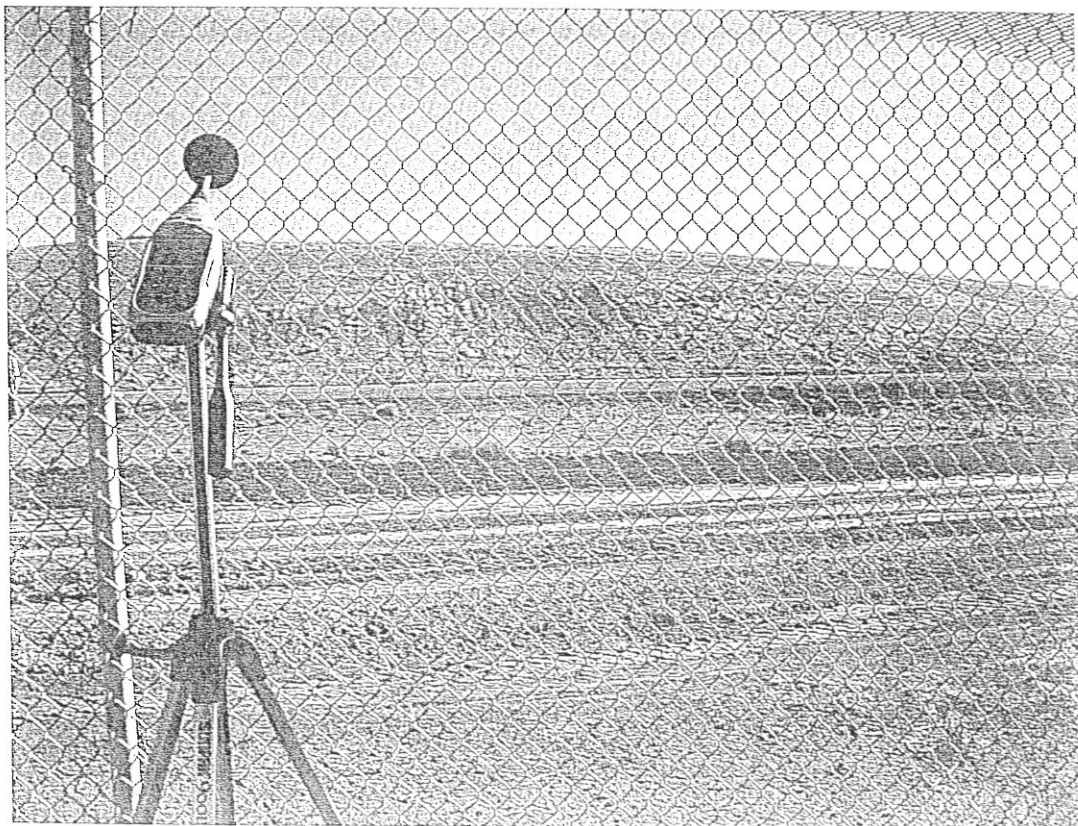
Working Face B



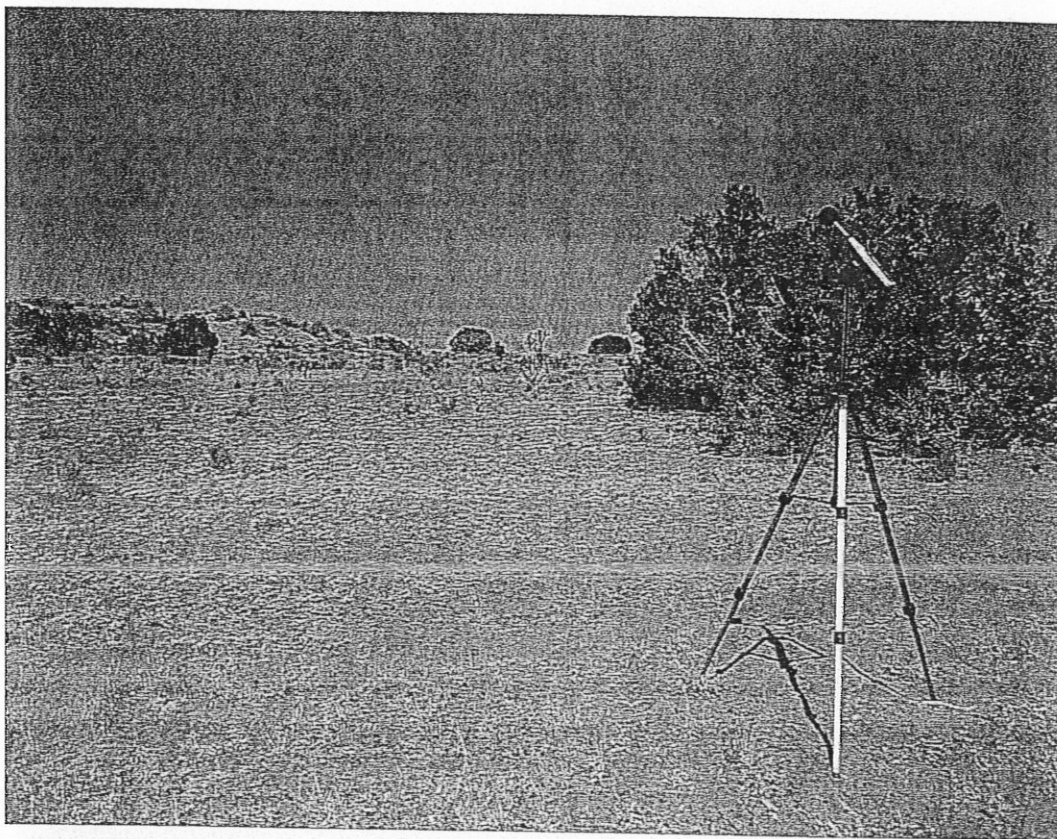
Rock Crushing



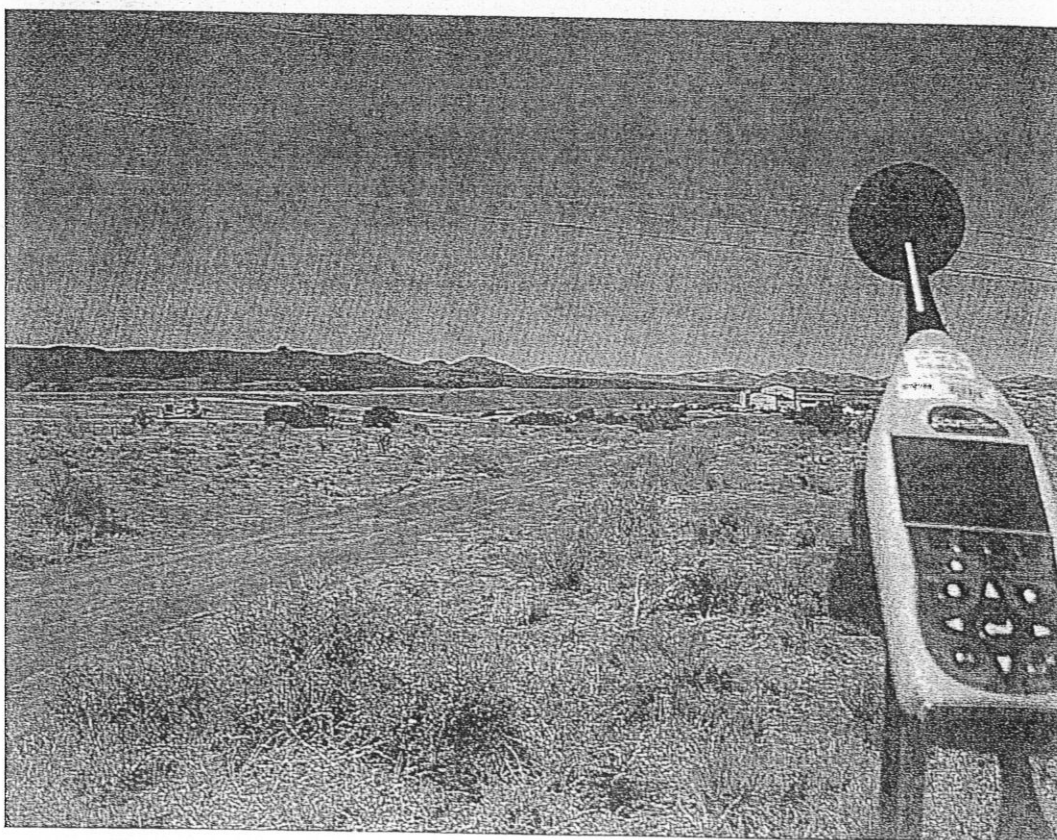
North Fenceline



East Fenceline A



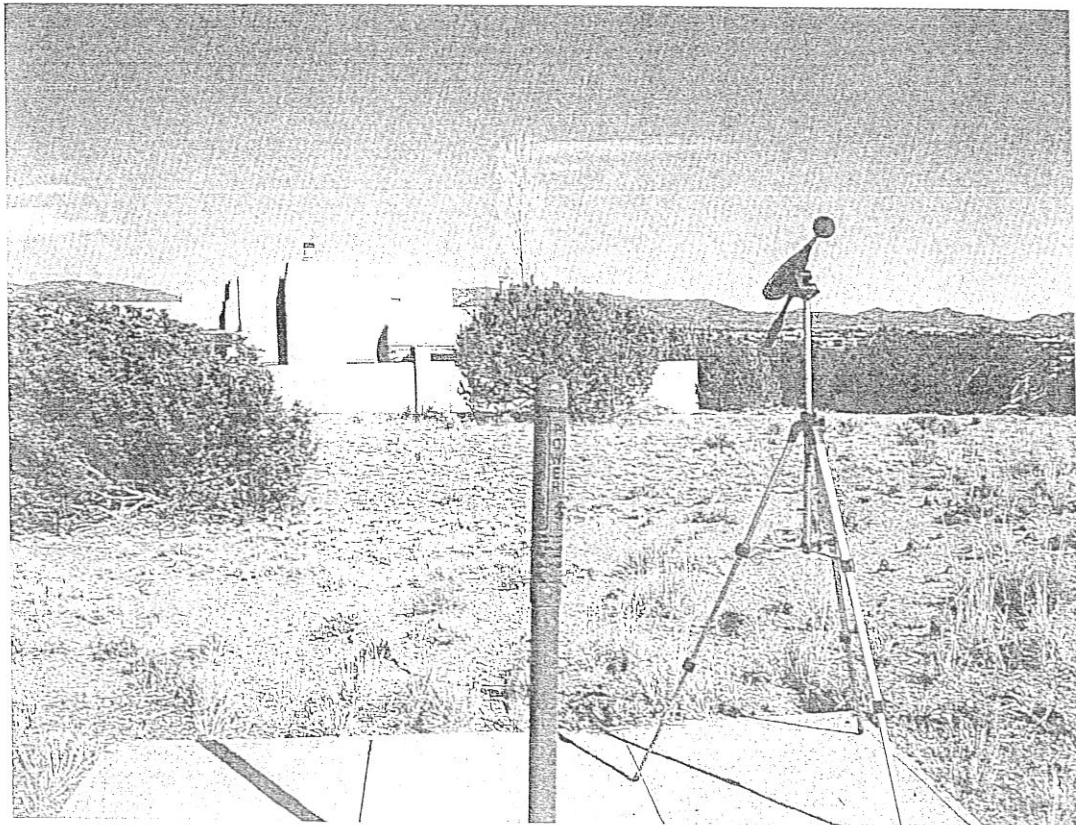
East Fenceline B



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 16:50	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)		Source Noise (dBA)	Noise @ Receptor (dBA)	Ambient Noise (dBA)	Total @ Receptor (dBA)	Change Above Ambient
			Distance	Atmos.					
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

$$A_{div} = 20 \times \log(d/dref)$$

dref = 50 ft

Atmospheric attenuation

$$A_{air} = \alpha d$$

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

Conversion:

0.3048 m/ft

1000 m/km

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.