



Agenda

**Amended - Regular Meeting of
the Solid Waste Management
Agency Joint Powers Board
May 21, 2026 at 5:00 PM
Grant Conference Room, 2nd
Floor
Santa Fe County Administrative
Complex
240 Grant Avenue
Santa Fe, NM 87501**

**Procedures for Solid Waste Management Agency Joint Powers Board Meeting
Members of the public and staff can attend the Joint Powers Board meeting in
person or virtually via WebEx by following the information below:**

Click [Here](#) to Join by WebEx Meeting Link using a computer/laptop/smartphone.

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

Meeting Number (Access Code): 2557 935 0651

Meeting Password: 7522 7239

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
 - A. Agenda May 21, 2026
- IV. Matter from the Public
- V. Approval of Minutes
 - A. Regular Meeting — April 16, 2026
- VI. Approval of Consent Calendar
- VII. Consent Calendar
 - A. Request for Approval of Amendment No. 3 to the Professional Services Agreement with Long, Komer & Associates, P.A. of Santa Fe, NM, for Legal Services (RFP No. 23/55/P); and
 1. Extend the Term of the Agreement through May 18, 2027.
 2. Increase the Compensation by \$30,000 for a Total Amount Not to Exceed \$90,000.

- B. Request for Approval of Amendment No. 1 to the Construction Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. '22/25/P); and
 - 1. Amend the Scope of Services to Include Basalt Rock Excavation and Blasting.
 - 2. Amend the Royalty Compensation for Basalt Aggregates Produced and Sold.
- C. Request for Approval of Closure/Post-Closure Care and Phase I/II Assessment Cost Estimates for the Caja del Rio Landfill.
- D. Request for Approval of Closure/Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station.
- E. Request for Approval of Resolution 2026-2 Updating a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure, Post-Closure Care, Phase I and II Assessment, and/or Corrective Action Costs at the Santa Fe Solid Waste Management Agency Facility Known as the Caja del Rio Landfill.
- F. Request for Approval of Resolution 2026-3 Establishing a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure and Post-Closure Care Costs at the Santa Fe Solid Waste Management Agency Facility known as the Buckman Road Recycling and Transfer Station.
- G. Request for Approval to Purchase Corrugated Pipe for Stormwater Management and Culverts at the Caja del Rio Landfill from GM Pipe & Materials, LLC of Santa Fe, NM, in the Amount of \$31,940; and
 - 1. Approval of Budget Increase to 8100852.510310 (Repair and Maintenance Grounds/Roads) from 810.100700 (Operating Cash Fund Balance) in the Amount of \$31,940.
- H. Request for Approval of a Budget Increase to Purchase Diesel for the Caja del Rio Landfill, from 810.100700 (Operating Cash Fund Balance) to 8100851.531050 (Diesel), in the Amount of \$40,000.
- I. Request for Approval of Asphalt Crack Sealing, Seal Coating, and Striping of the Caja del Rio Landfill Administration Parking Lot by Superior Pavement Maintenance of Santa Fe, NM, in the Amount of \$12,174; and

1. Approval of Budget Increase to 8100852.510310 (Repair and Maintenance Grounds/Roads) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$12,174.

VIII. Matters from the Executive Director

- A. Request for Approval of Amendment No. 1 to the Lease Agreement between the Santa Fe Solid Waste Management Agency and the City of Santa Fe, a Municipal Corporation, for the Buckman Road Recycling and Transfer Station.
- B. Presentation, Discussion and Possible Action on the FY27 Proposed Budget.

IX. Matters from Staff - City and County

- A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.
- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.
- C. Ernestina Baca, Accountant, Santa Fe Solid Waste Management Agency.

X. Matters from the Board

XI. Executive Session

- A. Discussion of Limited Personnel Matters Regarding the Executive Director, Pursuant to NMSA 1978, Section 10-15-1(H)(2).

XII. Action on Items Discussed During Executive Session

- A. Possible Action(s) Regarding the Employment Agreement between the Executive Director and Santa Fe Solid Waste Management Agency.

XIII. Next Meeting Date: June 18, 2026

XIV. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Rosalie Cardenas at (505) 424-1850, extension 150.

AGENDA

Santa Fe Solid Waste Management Agency
Joint Powers Board

Regular Meeting

Thursday, May 21, 2026, at 5:00 PM
Hybrid In-Person and Virtual Meeting
Santa Fe County Administrative Complex
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501

Members of the public and staff can attend the Joint Powers Board meeting in person or virtually via WebEx by following the information below:

Join by WebEx Meeting Link using a computer/laptop/smartphone:

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m1386b66b66d70793dc46ccf7097dcedc>

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

Meeting Number (Access Code): 2558 123 2513

Meeting Password: 87RHqweSFX3 (87747937 when dialing from a phone)

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Matters from the Public**
- V. Approval of Minutes**
 - A. Regular Meeting – April 16, 2026
- VI. Approval of Consent Calendar**
- VII. Consent Calendar**
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2. Increase the Compensation by \$30,000 for a Total Amount Not to Exceed \$90,000.
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1. Amend the Scope of Services to Include Basalt Rock Blasting and Excavation.
 2. Amend the Royalty Payment for Basalt Aggregates Produced and Sold.
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- E. Request for Approval of Resolution 2026-2, Updating a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure, Post-Closure Care, Phase I and II Assessments, and/or Corrective Action Costs at the Santa Fe Solid Waste Management Agency Facility, the Caja del Rio Landfill.
- F. Request for Approval of Resolution 2026-3, Updating a Restricted Cash Account and Related Liability Account in the Closure/Post-Closure Fund to Provide Funds for Future Closure and Post-Closure Care Costs at the Santa Fe Solid Waste Management Agency Facility known as the Buckman Road Recycling and Transfer Station.
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1. Approval of Budget Increase to 8100852.510310 (Repair and Maintenance Grounds/Roads) from 810.100700 (Operating Cash Fund Balance) in the Amount of \$12,174.

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- A. Request for Approval of Amendment No. 1 to the Lease Agreement between the Santa Fe Solid Waste Management Agency and the City of Santa Fe, a Municipal Corporation, for the Buckman Road Recycling and Transfer Station.
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- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.
- C. Ernestina Baca, Accountant, Santa Fe Solid Waste Management Agency.

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XII. Action on Items Discussed During Executive Session

- A. Possible Action(s) Regarding the Employment Agreement between the Executive Director and Santa Fe Solid Waste Management Agency.

XIII. Next Meeting Date: June 18, 2026

XIV. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Christiann Orozco at (505) 424-1850, extension 150.

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
April 16, 2026 at 5:00 PM
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501**

I. CALL TO ORDER

A regular meeting of the Solid Waste Management Agency Joint Powers Board was called to order by Commissioner Lisa Cacari Stone, at 5:00 pm, on April 16, 2026, in the Grant Conference Room, 240 Grant Avenue, Santa Fe, NM.

II. ROLL CALL

Members Present

Commissioner Lisa Cacari Stone, Chair
Councilor Paul Bustamante, Vice Chair
Commissioner Camilla Bustamante
Councilor Pilar Faulkner
Commissioner Hank Hughes

Members Absent

Councilor Amanda Chavez, excused

Others Present

Randall Kippenbrock, Executive Director, SWMA
Christiann Orozco, HR Officer/Administrative Assistant, SWMA
Ernestina Baca, Accountant, SWMA
Deborah Trujillo, Division Director, City of SF, Environmental Services Division
Jonas Nahoum, Long, Komer and Associates
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

Mr. Kippenbrock stated item 7 (B) has been removed from the agenda and will be heard on the May agenda.

MOTION A motion was made by Commissioner Bustamante, seconded by Councilor Bustamante, to approve the agenda as amended.

VOTE The motion passed on a voice vote.

IV. MATTERS FROM THE PUBLIC

None.

V. APPROVAL OF MINUTES

A. REGULAR MEETING - MARCH 19, 2026

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

VOTE The motion passed on a voice vote.

VI. APPROVAL OF CONSENT CALENDAR

Commissioner Hughes asked to pull item 7 (A) for more information.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante to approve the Consent Calendar as amended.

VOTE The motion passed on a voice vote.

VII. CONSENT CALENDAR

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 7 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, 2027.**
- 2. INCREASE THE COMPENSATION BY \$1,100,000 FOR A TOTAL AMOUNT NOT TO EXCEED \$5,975,000.**
- 3. APPROVAL OF BUDGET INCREASE TO 8100852.510310 (SERVICE CONTRACTS) FROM 810.100700 (OPERATING CASH FUND CASH) IN THE AMOUNT OF \$240,000.**

Mr. Kippenbrock said this Amendment is to our agreement with Town Recycling, LLC for the processing and marketing of recyclable materials. Town Recycling has had this agreement with us since 2019. Amendment No. 7 extends the agreement by one year and increases the compensation to the vendor.

Mr. Kippenbrock gave an overview of the history of the processing of recyclable materials for SWMA.

Commissioner Bustamante spoke about Rid Well Recycling, an additional recycling resource.

MOTION A motion was made by Commissioner Hughes, seconded by Councilor Faulkner, to approve Amendment No. 7 to the service agreement with Town Recycling, LLC.

VOTE The motion passed on a voice vote.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES, INC. OF PORT ANGELES, W.A. FOR THE BASALT ROCK CRUSHING AND SALES OPERATION FOR THE CAJA DEL RIO LANDFILL (RFP No. '22/25/p): and

- 1. AMEND THE SCOPE OF SERVICES TO INCLUDE BASALT ROCK EXCAVATION AND BLASTING.**
- 2. AMEND THE ROYALTY COMPENSATION FOR BASALT AGGREGATES PRODUCED AND SOLD.**

This item was removed from the agenda and will be heard at the May meeting.

C. REQUEST FOR APPROVAL OF MINERAL MATERIALS CONTRACT WITH THE BUREAU OF LAND MANAGEMENT FOR THE SALE OF CRUSHED BASALT ROCK (AGGREGATE) AT THE CAJA DEL RIO LANDFILL, AND AUTHORIZING THE SFSWMA EXECUTIVE DIRECTOR TO ACT AS THE CONTRACT REPRESENTATIVE AND SIGNATORY AUTHORITY FOR INSTALLMENT PAYMENTS; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.510600 (REIMBURSEMENT SHARE OF SALES) FROM 810.100700 (OPERATING CASH FUND CASH) IN THE AMOUNT OF \$20,000.**

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

Mr. Kippenbrock informed the Board that at the Board meeting on May 21st, we will be reviewing and considering the budget and the item that was tabled today.

IX. MATTERS FROM STAFF - CITY AND COUNTY

A. DEBORAH TRUJILLO, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Trujillo reported that they did open the Jemez Road Recycling Center two weeks ago. The gates are being operated manually at this time. A contractor is working on the gates and will have them fully operational by this Saturday. We have seen a huge reduction in illegal dumping. This Saturday will be Great American Clean Up Day. Our staff will be participating in the pick up of waste.

Commissioner Faulkner said she and Councilor Lee Garcia have been informed by constituents that several homeless camps have popped up around these centers. If there is anything that can be done about that, it would be greatly appreciated.

Ms. Trujillo said we are aware of that and have encountered those situations. We are working with the Streets Department to pick up larger items.

Councilor Faulkner said if there is anything she and Councilor Garcia can do to help please let her know.

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

Mr. Francisco was unable to attend the meeting today.

C. ERNESTINA BACA, ACCOUNTANT, SANTA FE SOLID WASTE MANAGEMENT AGENCY

Ms. Baca gave an update of upcoming events as follows:

- March 14th, free household waste event was held. There were 309 customers, which were split half and half between the City and the County.
- April 18th, free trash day at both locations from 7:00 am to 1:00 pm.
- May 9th, free electronic waste day from 8:00 am to 1:00 pm.
- May 16th, the Road-E-O in Gallup.

Councilor Faulkner asked if this information could be put on social media platforms for neighborhoods.

Ms. Baca said we advertise in the New Mexican and post on Next Door and Facebook.

Commissioner Bustamante commented on coordination with the County.

X. MATTERS FROM THE BOARD

Commissioner Bustamante said regarding the punch system used by the County, people are saving up their trash and bringing huge amounts at one time in order to save the punches for future use. She suggested the possibility of a one month pass with four punches so they could spread out their loads.

Chair Cacari Stone said BLM has asked about waiving their fees in regards to disposals at Caja Del Rio.

Mr. Kippenbrock said we have a policy called the Free Disposal Policy, for things such as clean ups. We will have two of our roll offs there on Saturday for large items. Please advise them to reach out to him and he will speak with them about that issue.

XI. NEXT MEETING DATE: MAY 21, 2026


XII. ADJOURNMENT

MOTION A motion was made by Councilor Faulkner, seconded by Commissioner Bustamante, to adjourn the meeting.

VOTE The motion passed on a voice vote.

There being no further business before the Board, the meeting adjourned at 5:32 pm.

Commissioner Lisa Cacari Stone, Chair

Signed by:
 4/27/2026 | 11:20 AM MDT
F3C4C16A6E3E4AF
Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 10, 2026
Subject: Request for Approval of Amendment No. 3 to the Professional Services Agreement with Long, Komer & Associates, P.A. of Santa Fe, NM, for Legal Services (RFP No. 23/55/P)

SUMMARY

The Agency is requesting the Board to approve Amendment No. 3 to the Professional Services Agreement (Agreement) with Long, Komer & Associates, P.A. of Santa Fe, NM, for legal services.

The Amendment will extend the term of the Agreement until May 18, 2027, thus marking the fourth year of the Agreement. Pursuant to Article 5 of the Agreement, the Agreement may be renewed annually upon approval by the Board, not to exceed four years.

The Amendment will also increase the compensation by \$30,000, for a total not to exceed \$90,000.

Funding is available in line item 8100851.510200 (Legal Services).

BACKGROUND

On April 7, 2023, the Agency issued Request for Proposal (RFP) No. 23/55/P for legal services.

On May 18, 2023, the Board approved the Agreement with Long, Komer & Associates for legal services, with the amount not to exceed \$30,000 and the term of May 18, 2023, through May 18, 2024.

On May 16, 2024, the Board approved Amendment No. 1, which increased compensation by \$30,000, bringing the total not-to-exceed amount to \$60,000, and extended the term through May 18, 2025 (Year 2).

On May 15, 2025, the Board approved Amendment No. 2, which extended the term of the Agreement through May 18, 2026, with no increase in compensation.

Long, Komer & Associates has provided legal services to the Agency since 2007.

Amendment No. 3 will continue the delivery of these services:

1. Provide legal advice, counsel, and consultation on a variety of issues and areas, including, but not limited to:
 - Government Contracts, Agreements, Leases and Other Documents

- Union Contracts (Collective Bargaining Agreements)
 - Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property & Real Estate Law
 - Insurance Law
2. Attend Joint Powers Board (Board) meetings and, upon request, attend Santa Fe County Board of County Commissioners and City of Santa Fe Council meetings.
 3. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.
 4. Guide Board members and Agency employees on awareness of ethical standards.
 5. Provide guidance and legal advice on:
 - Open Meetings Act
 - Freedom of Information Act
 - Robert's Rules of Order, and
 - Joint Powers Agreement
 6. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to ensure proper management of legal issues and proper coordination and transition of legal information among attorneys.
 7. Furnish the Board or Executive Director with legal opinions as requested.
 8. Provide legal advice on union grievance proceedings up to arbitration.
 9. Perform other legal services and tasks as requested.

Long, Komer & Associates will bill in 0.10/hour billing units at the following rates:

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
Nancy R. Long	Partner	\$265
Mark E. Komer	Partner	\$265
Jonas Nahoum	Associate	\$265
Vicki R. Marco	Paralegal	\$170
Jane Clifford	Paralegal	\$170
Carolyn Cochran	Paralegal	\$170

Long, Komer & Associates will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

<u>Expense</u>	<u>Estimated Cost</u>
Mileage (out of city travel)	Billed at current IRS mileage rate
Computerized legal research	Billed at cost for out-of-plan research
Filing fees Photocopies for large projects	Billed at a cost of \$0.08 per page for color, no charge for black & white
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous supplies	Billed at cost

Long, Komer & Associates will not bill for expenses that are part of their overhead (e.g., routine in-house copying, in-city limits mileage, long-distance calls, in-city limits courier services).

ACTION REQUESTED

The Agency requests the approval of Amendment No. 3 to the Agreement with Long, Komer & Associates for legal services.

Attachments:

- 1) Professional Services Agreement – Amendment No. 3
- 2) Professional Services Agreement – Amendment No. 2
- 3) Professional Services Agreement – Amendment No. 1
- 4) Professional Services Agreement with Long, Komer & Associates

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ATTACHMENT 1

Professional Services Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES - 2023)**

This AMENDMENT No. 3 (the “Amendment No. 3”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 30, 2023 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (the “Agency”) and Long, Komer & Associates, P.A. (“Contractor”). The Amendment No. 3 shall be effective as of the date this Amendment No. 3 is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide legal services to the Agency (RFP No. 23/55/P).

Pursuant to the Agreement, Article 18 (paragraph titled “Amendment”), 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 amended to increase the amount of compensation by a total of Thirty Thousand Dollars and No Cents (\$30,000.00), including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Ninety Thousand Dollars and No Cents (\$90,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$30,000.00
AMENDMENT NO. 1	\$30,000.00
AMENDMENT NO. 2	\$0.00
AMENDMENT NO. 3	\$30,000.00
CONTRACT TO DATE	\$90,000.00

B. Contractor will bill the Agency in .10 billing units at the following hourly rates:

Name	Title	Hourly Rate
Nancy R. Long	Partner and Principal Attorney	\$265
Mark E. Komer	Partner	\$265
Jonas Nahoum	Associate	\$265
Vicki R. Marco	Paralegal	\$170
Jane Clifford	Paralegal	\$170
Carolyn Cochran	Paralegal	\$170

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

Expense	Estimated Cost
Mileage (out of city travel)	Billed at current IRS mileage rate
Computerized legal research	Billed at cost for out-of-plan research
Filing fees	Billed at cost
Photocopies for large projects	\$0.08 per page for color; no charge for black & white
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous (i.e., special supplies)	Billed at cost

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

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

F. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

G. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to define 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 18, 2027, 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 professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the 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 No. 3, 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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson

Date:

CONTRACTOR:

Nancy R. Long
Partner
Long, Komer & Associates, P.A.

Date:

APPROVED AS TO FORM:

Jenny F. Kaufman
The Simons Firm, LLP

Date:

ATTACHMENT 2

Professional Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES - 2023)**

This AMENDMENT No. 2 (the “Amendment No. 2”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 18, 2023 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (the “Agency”) and Long, Komer & Associates, P.A. (“Contractor”). The Amendment No. 2 shall be effective as of the date this Amendment No. 2 is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide legal services to the Agency (RFP No. 23/55/P).

Pursuant to the Agreement, Article 18 (paragraph titled “Amendment”), 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. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to define 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 18, 2026, 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 professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed


annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment No. 2, 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 Professional Services Agreement as of the dates set forth below.


SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Lee Garcia (May 14, 2025 17:14 MDT)
Lee Garcia
Chair, Joint Powers Board

05/14/25

Date:


CONTRACTOR:


Nancy Long (May 13, 2025 15:34 MDT)
Nancy R. Long
Partner
Long, Komer & Associates, P.A.

05/13/25

Date:

APPROVED AS TO FORM:


Jenny F. Kaufman (May 13, 2025 14:57 MDT)
Jenny F. Kaufman
The Simons Firm, LLP

05/13/25

Date:

ATTACHMENT 3

Professional Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
(LEGAL SERVICES - 2023)**

This AMENDMENT No. 1 (the “Amendment No. 1”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 30, 2023 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (the “Agency”) and Long, Komer & Associates, P.A. (“Contractor”). The Amendment No. 1 shall be effective as of the date this Amendment No. 1 is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide legal services to the Agency (RFP No. 23/55/P).

Pursuant to the Agreement, Article 18 (paragraph titled “Amendment”), 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 amended to increase the amount of compensation by a total of Thirty Thousand Dollars and No Cents (\$30,000.00) including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty Thousand Dollars and No Cents (\$60,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$30,000.00
AMENDMENT NO. 1	\$30,000.00
CONTRACT TO DATE	\$60,000.00

B. Contractor will bill the Agency in .10 billing units at the following hourly rates:

Name	Title	Hourly Rate
Nancy R. Long	Partner and Principal Attorney	\$245
Mark E. Komer	Partner	\$245
Jonas Nahoum	Associate	\$245
Vicki R. Marco	Paralegal	\$145
Jane Clifford	Paralegal	\$145
Carolyn Cochran	Paralegal	\$145

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

Expense	Estimated Cost
Mileage (out of city travel)	Billed at current IRS mileage rate
Computerized legal research	Billed at cost for out-of-plan research
Filing fees	Billed at cost
Photocopies for large projects	\$0.08 per page for color; no charge for black & white
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous (i.e., special supplies)	Billed at cost

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

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

F. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

G. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to define 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 18, 2025, 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 professional services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the 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 No. 1, 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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Camilla Bustamante (May 17, 2024 08:26 MDT)
Camilla Bustamante
Chairperson

05/17/24

Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Nancy R. Long
Nancy Long (May 13, 2024 09:41 MDT)
Nancy R. Long
Partner
Long, Komer & Associates, P.A.

05/13/24

Date:

APPROVED AS TO FORM:

Jenny F. Kaufman
Jenny F. Kaufman (May 13, 2024 08:57 MDT)
Jenny F. Kaufman
The Simons Firm, LLP

05/13/24

Date:

ATTACHMENT 4

Professional Services Agreement with Long, Komer & Associates

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT WITH
KOMER, LONG & ASSOCIATES, P.A.
(Legal Services – 2023)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Long Komer & Associates, P.A. (the “Contractor”) to provide legal services as described below (RFP No. 23/55/P). The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The Contractor shall provide the following legal services for the Agency:

- A. Provide legal advice, counsel services, and consultation to the Agency on a wide variety of general issues and areas including, but not limited to, the following:
- Government Contracts, Agreements, Leases and Other Documents
 - Union Contracts (Collective Bargaining Agreements)
 - Injury and Tort Law
 - Labor and Employment Law
 - Environmental Law
 - Construction Law
 - Corporate Law
 - Property Law & Real Estate Law
 - Insurance Law
- B. Attend the Agency’s Joint Powers Board (“Board”) meetings and upon request attend the Santa Fe County Board of County Commissioners (BCC) and City of Santa Fe Council meetings.
- C. Review and revise Agency ordinances, resolutions and policies for legal accuracy and compliance.

- D. Provide guidance to Board members and Agency employees on awareness of ethical standards.
- E. Provide guidance and legal advice on the following:
- Open Meetings Act
 - Freedom of Information Act
 - Robert's Rules of Order, and
 - Agency's Joint Powers Agreement.
- F. Work cooperatively with other attorneys (e.g., City of Santa Fe, Santa Fe County, State of New Mexico), as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among attorneys.
- G. Furnish the Board or Executive Director of the Agency with opinions on legal subjects as requested.
- H. Provide legal advice on union grievance proceedings up to arbitration.
- I. Performs other legal services and tasks, as requested.

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 the Contractor in full payment for services rendered, a sum not to exceed Thirty Thousand Dollars and No Cents (\$30,000.00), including applicable gross receipts taxes.

B. The Contractor will bill the Agency in 0.10 billing units at the following hourly rates:

<u>Title</u>	<u>Hourly Rate</u>
Partner	\$225
Principal Attorney	\$225
Associate Attorney	\$225
Paralegal	\$125

C. The Contractor will bill the Agency for reimbursable costs at the following reimbursable costs schedule:

<u>Expense</u>	<u>Estimated Cost</u>
Mileage (out of city travel)	Billed at current IRS mileage rate
Computerized legal research	Billed at cost for out-of-plan research
Filing fees	Billed at cost
Photocopies for large projects	\$0.08 per page for color; no charge for black & white
Courier (i.e., FedEx, UPS, or similar express mail carriers)	Billed at cost
Travel expenses (i.e., meals, car rental, lodging, etc.)	Billed at cost
Third-party expenses	Billed at cost
Miscellaneous (i.e., special supplies)	Billed at cost

D. The Contractor shall not bill the Agency for expenses that are part of the Contractor's overhead (i.e., routine in-house copying, in-city limits mileage, long distance calls, in-city limits courier services, facsimiles).

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

F. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed.

G. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred 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 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 18, 2024, 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 professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the 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 shall be entitled to immediately terminate this Agreement if in Agency's opinion Contractor fails to perform the services to Agency's reasonable satisfaction.

B. The Agency may also terminate this Agreement at any time and for any reason by giving ten (10) days written notice to 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. The Agency shall pay Contractor for services rendered and expenses incurred under this Article, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$2,000,000 for each claim,

comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The 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 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.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Work as described in Article 1. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. **NOTICES**

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

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

CONTRACTOR: Mr. Mark E. Komer
Vice President
Long, Komer & Associates, P.A.
P.O. Box 5098
Santa Fe, NM 87502-5098

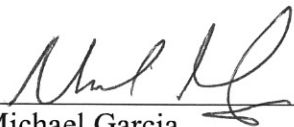
23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

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.

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

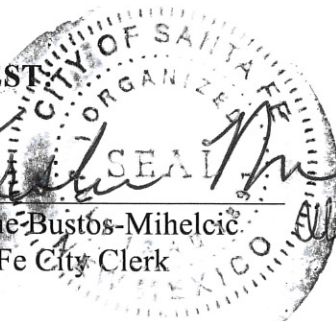
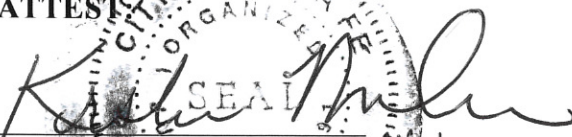
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson

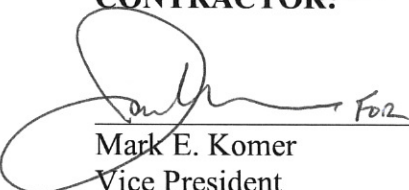
5/18/2023
Date:

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk


CONTRACTOR:



Mark E. Komer
Vice President
Long, Komer & Associates, P.A.

5.18.2023
Date:

APPROVED AS TO FORM:



Jenny F. Kaufman
Attorney
Jones, Snead, Wertheim & Clifford, P.A.

5/12/2023
Date:

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 15, 2026
Subject: Request for Approval of Amendment No. 1 to the Construction Agreement with DelHur Industries of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill to Include Compensation for Aggregate Materials for Landfill Applications (RFP No. '22/25/P)

SUMMARY:

The Agency is requesting the Board approve Amendment No. 1 to the Construction Agreement with DelHur Industries (DelHur) of Port Angeles, WA.

The Amendment will provide construction services for basalt rock excavation, including blasting and rough subgrade preparation, for a future disposal area west of the West Phase disposal area of the Caja del Rio Landfill. DelHur will comply with Santa Fe County's minimum blasting permit requirements.

The Amendment amends the royalty payments to the Agency for basalt aggregates produced and sold. DelHur will pay the Agency \$1.50 per ton for the sale of aggregates (basalt rock) produced in Cells 2B-6B of the Landfill. DelHur will pay the Agency \$0.95 per ton for the removal of basalt rock from the future disposal area west of the Landfill's West Phase disposal area. The Agency is responsible for royalty payments to the Bureau of Land Management (BLM), currently \$0.95 per ton.

The Amendment will also continue DelHur's crushing and sales operations.

BACKGROUND

On January 21, 2022, the Agency issued Request for Proposal (RFP) No. '22/25/P for the basalt rock crushing and sales operation at Caja del Rio Landfill.

On May 19, 2022, the Board approved the Construction Agreement with DelHur Industries for a term of ten (10) years, ending May 19, 2032.

Per the Agreement, DelHur agrees to perform in accordance with the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

DelHur agrees to pay the Agency for their reclaimed water usage, quarterly calibration of the scales, and maintenance and repairs to the outbound scale that can reasonably be attributed to its use.

Del Hur also agrees to sell the Agency aggregate materials at a discounted price for various landfill applications, such as cell liner construction, erosion control, and haul roads.

DelHur will continue to conduct basalt rock crushing and sales operations within a work area of approximately 56 acres. The work area is west of the Landfill's active disposal area and includes stockpiles of previously quarried basalt rock and storage for various aggregate products.

The conceptual future disposal area provides approximately 10 million cubic yards of waste disposal capacity. The disposal area has an estimated capacity of 29 years, assuming 350,000 cubic yards of airspace are consumed annually. Additionally, approximately 3 million cubic yards of basalt will need to be blasted and excavated, assuming the top of the basalt rock lies 20 feet below the ground surface.

ACTION REQUESTED:

The Agency requests Board approval of Amendment No. 1 to the Construction Agreement with DelHur.

Attachments:

- 1) Construction Agreement – Amendment No. 1
- 2) Construction Agreement with DelHur Industries

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ATTACHMENT 1

Construction Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
CONSTRUCTION AGREEMENT
DELHUR INDUSTRIES, INC.
(Crushing and Sales and Basalt Rock Blasting Operations - 2022)**

This AMENDMENT No. 1 (the “Amendment”) to the CONSTRUCTION AGREEMENT, dated May 19, 2022 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and DelHur Industries, Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide crushing and sales, and basalt rock blasting operations at the Caja del Rio Landfill (RFP No. '22/25/P).

Pursuant to Article 24, 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. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement, is hereby amended to update the crushing and sales operations in Exhibit A, to incorporate the basalt rock blasting operations detailed in Exhibit B attached hereto, and to include the construction drawings for a future disposal area west of the West Phase disposal area, as described in Exhibit C attached hereto, so that Article 1 reads in its entirety as follows:

A. Contractor shall perform the construction services in accordance with the terms of this Agreement, the terms set forth in Exhibits A through C, and the terms set forth in related Contract Documents, including the Caja del Rio Crushing and Sales Plan dated January 30, 2014; the 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 into this Agreement as if attached or repeated herein.

B. Contractor shall comply with the minimum blasting permit requirements set forth by Santa Fe County for a future disposal area west of the West Phase disposal area, as described in Exhibit C, attached hereto.

C. Contractor shall also comply with all federal, state, and local laws and regulations; obtain and comply with any permitting or licensing requirements, including, but not limited to, those imposed by environmental regulatory entities; and make substantial progress toward the removal of all designated material.

D. The construction services subject to this Agreement for crushing and sales are set forth in Exhibit A attached hereto. Contractor shall crush, process, and remove all excavated basalt rock and other designated material at the Caja del Rio Landfill. Contractor shall also crush and process basalt rock blasted and excavated for a future disposal area delineated in Exhibit C.

E. The construction services subject to this Agreement for blasting operations are set forth in Exhibit B attached hereto.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to update the royalty fees so that Article 3 reads in its entirety as follows:

A. Contractor shall pay the Agency \$1.50 per ton for the removal of basalt rock from Cells 2B-6B of the Caja del Rio Landfill ("Landfill") sold by Contractor as aggregates across the truck scales at the Landfill on a monthly basis until all aggregate is sold.

B. Contractor shall pay the Agency \$0.95 per ton for the removal of basalt rock from the future disposal area west of the Landfill's West Phase disposal area, as described in Exhibit C, for aggregates sold by Contractor across the truck scales at the Landfill on a monthly basis until all aggregate is sold.

C. 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 (6) months, to remove the materials from the premises.

D. Contractor shall pay the Agency for reclaimed water used by Contractor at the Landfill at fifty percent (50%) of the potable water rate 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.

E. 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.

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

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

3. NOTICES

Article 28, Notices of the Agreement is amended to change the notice information for Contractor, so that Article 28 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below:

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

CONTRACTOR: Mr. Rick Hurworth
President
DelHur Industries, Inc.
361 S. Camino Del Rio Ste. 130
Durango, CO 81303
Email: rhurworth@delhur.com

B. 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.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

4. 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 Construction Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Rick Hurworth
President
DelHur Industries, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services
for
Crushing and Sales Operations

**SCOPE OF SERVICES
FOR
CRUSHING AND SALES OPERATIONS**

Contractor shall perform the Scope of Services required by the Agreement for the basalt rock crushing and sales operations at the Caja del Rio Landfill, as described in RFP No. '22/25/P and per the project approach provided to the Agency in 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 basalt rock crushing and sales operations within a work area of approximately 56 acres within the Landfill. The work area includes the stockpile of previously quarried basalt rock and storage for various aggregate products. The work area is west of the Landfill's active disposal area as defined in Exhibit C of this Agreement.

Contractor agrees that the Landfill is first and foremost an operating landfill and that any proposed basalt rock-related activities shall not take precedence over ongoing landfill operations. Furthermore, Contractor agrees that some existing infrastructure (e.g., roads, scales, utilities) may not be available for its 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 aggregates;
- Driveway rock;
- Crusher fines; and
- Other products not specified above

Contractor agrees to use best efforts to sell 110,000 tons of aggregate materials annually.

Contractor also agrees to sell to the Agency aggregate materials for erosion control, haul roads, and similar uses at a discount from Contractor's published list. The total discount shall be \$2.75 per ton. For payment purposes, Contractor and the Agency shall agree on the density or conversion factor (i.e., tons to cubic yards) for each type of aggregate material.

Contractor warrants that it has the expertise and resources necessary 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 conduct crushing operations only Monday through Friday, from 7:00 a.m. to 5:30 p.m., when necessary. Contractor shall notify the Agency and obtain Agency approval before crushing may occur on weekends or at any time outside the specified hours.

Contractor shall use the existing heavy equipment, crushing plant, and infrastructure at the Landfill to minimize noise and emissions.

Contractor's crushing operations shall not exceed a 20-minute average noise level of 83 dBA as documented in 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 or misting with water to reduce fugitive dust. There is no potable water at the Landfill. The Agency receives treated effluent (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 at the crushing operation, watering haul roads, and rock washing. If reclaimed wastewater is not available on site, Contractor shall be responsible for transporting it 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 potable water rate 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 Storm Water Pollution Prevention Plan (SWPPP) and implement Best Management Practices (BMPs) to reduce pollutants in storm water discharges from the site.

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

Contractor and its customers shall comply with all rules and regulations of the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration, including those related to covered loads to protect other vehicles and to 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 posted speed limits at all times, including the following: 45 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 Landfill gate on the paved access road within 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 the weight limits set forth in this Scope of Services. The Agency's scale facilities shall also serve as the scale of record for determining the weight of basalt rock removed from the Landfill and for calculating subsequent royalty payments due to the BLM and, potentially, the Agency.

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

Contractor shall acknowledge that its use of the outbound truck scales may cause damage to the scales beyond 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 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 scales.

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

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

Contractor shall not subcontract any portion of the Scope of Services under this Agreement without the Agency's written approval.

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

EXHIBIT B
Scope of Services
for
Basalt Rock Blasting Operations

**SCOPE OF SERVICES
FOR
BASALT ROCK BLASTING OPERATIONS**

Contractor shall perform the Scope of Services required by the Agreement for the basalt rock blasting operations at the Caja del Rio Landfill, as described in RFP No. '22/25/P and per the project approach provided to the Agency in Contractor's proposal dated February 22, 2022.

Contractor shall perform basalt rock blasting operations within the approximately 56-acre Work Area of the Landfill as defined in Exhibit C of this Agreement.

The Contractor shall identify an area of approximately one acre per year within the 56-acre Work Area for the Agency to remove overburden. The objective is to expose the high points of the basalt and sufficient levels to reveal continuous, competent rock, without requiring the removal of every low pocket, particularly deep and narrow ones, to depths ranging from 1 to 3+ feet, thereby establishing a stable, continuous working surface for the Contractor to carry out blasting operations.

Alternatively, the Agency may engage the Contractor to remove the overburden and haul it to the designated landfill area. Such activity would require an amendment to the Agreement and prior notification.

Contractor shall halt blasting operations if any archaeological or cultural artifacts are discovered.

Contractor agrees that the Landfill is first and foremost an operating landfill and that any proposed basalt rock-related activities shall not take precedence over ongoing landfill operations.

Contractor shall comply with its Storm Water Pollution Prevention Plan (SWPPP) and implement Best Management Practices (BMPs) to reduce pollutants in storm water discharges from the Work Area.

Contractor shall be responsible for maintaining all necessary permits and licenses required to fulfill the scope of services under this Agreement. These permits and licenses shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any noncompliance.

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

Contractor shall not subcontract any portion of the Scope of Services under this Agreement without the Agency's written approval.

GENERAL REQUIREMENTS

Contractor shall furnish all labor, materials, equipment and incidentals required to blast, excavate, and remove basalt rock. Blasting operations shall include surveying, clearing, and grubbing within the Work Area.

General requirements for the blasting activities shall include the following:

1. Contractor shall comply with all applicable state and federal laws governing the use of explosives.
2. All blasting operations shall be conducted under the supervision of a licensed blaster. The licensed blaster shall be present during the detonation of the blast.
3. All blasting shall occur between sunrise and sunset.
4. Explosives may be used to clear blockages in crushing operations at any time, provided that the explosive charge does not exceed one pound and that Contractor complies with all other requirements as specified herein in this Exhibit.
5. Contractor shall provide vibration (seismic) monitoring services.
6. Contractor shall notify the Agency 48 hours prior to blasting. The Agency, in turn, will notify blast notification recipients, including, but not limited to, major haulers, public officials, and interested area residents of the exact time and day of blasting (Table 1). The following table identifies the entities that will be notified by the Agency. On the day of the blast, the Agency's primary coordinator will stop traffic 0.5 hours before the blast and hold traffic at the Scale House for 0.25 to 0.5 hours after the blast. The Agency's primary coordinator will confirm that all personnel, customers, and visitors have been evacuated beyond the Landfill scale house prior to

blasting and will remain so until the Agency’s primary coordinator has verified that it is safe to return to the Landfill.

Table 1. Blast Notification Recipients.

Santa Fe Airport Tower	City of Santa Fe - Environmental Services	New Mexico Department of Wildlife	Roadrunner Waste
Santa Fe County - Regional Emergency Communication Center	Santa Fe County - Solid Waste	Marty Sanchez Links De Santa Fe	MCT Waste
Del Hur Industries	North Central Solid Waste Authority	Agency Joint Powers Board	Universal Waste
Caja del Rio Landfill	San Miguel County	City of Santa Fe - Public Information Officer	Santa Fe Waste
Buckman Road Recycling and Transfer Station	Waste Management	Santa Fe County - Public Information Officer	Ibarra's Trash
New Mexico Environment Department - Resource Protection Compliance & Enforcement Bureau	Capital Scrap	Detecht, LLC (3 rd Party Seismic Monitoring Team)	Interested Area Residents

Contractor shall submit the proposed methods of excavation for the various portions of the work. Submittals shall be for information only.

Contractor shall submit three copies of the pre-construction survey, including data in ASCH format with point numbers, northing and easting, elevations, and point descriptions.

Contractor shall submit three copies of the pre-blast investigation, including photographs and/or video recordings, as specified herein.

Contractor shall have the blasting plans prepared by a licensed blaster with at least 5 years of professional experience in blasting operations. Contractor shall submit an original and three copies of the licensed blaster's certification, stating that the licensed blaster prepared the blasting plans and will be responsible for their execution. The licensed blaster will remain responsible for the adequacy and safety of construction means, methods, and techniques. At a minimum, the blasting plan shall include:

1. A description of the blasting procedure.
2. Schedule of blasting.
3. Rock excavation and removal schedule.

4. A list of proposed equipment.
5. Quality control procedures.

The Agency shall obtain a Santa Fe County blasting permit. Contractor shall prominently display the blasting permit at the Work Area prior to the commencement of blasting operations.

Contractor shall submit three copies of blasting records as specified herein.

QUALITY CONTROL/ QUALITY ASSURANCE

Contractor must be qualified and/or certified to perform any aspect of the blasting operations that requires such qualifications, training, and/or certification. Basalt rock removal shall require previous experience (minimum 5 years) in rock removal and heavy/highway construction. Contractor shall provide references as defined herein.

Contractor shall comply with all applicable state and federal regulations regarding basalt rock blasting and removal

Prior to commencing blasting operations, a pre-construction meeting shall be held to discuss the Project, Project organization, responsibilities, work activities, construction quality assurance (CQA), and quality assurance procedures. During the pre-construction meeting, project personnel shall be identified by name and recorded in the project files.

Two duplicate project files shall be maintained onsite. The Agency shall maintain one project file, and the Contractor shall maintain the other. At the end of each workweek, the files shall be updated and checked to confirm that each file contains a copy of all pertinent project information.

DELIVERY, STORAGE AND HANDLING

The delivery, storage, and handling of explosives shall be performed only by qualified persons licensed in the state where the Work is located and in full conformance with all laws, regulations, ordinances, and practices. Extreme care shall be taken to avoid injury or damage to persons or property.

DEFINITIONS

Rock means any large mass of stone, bedrock, or ledge rock.

Boulder means rock fragments exceeding one cubic yard in volume.

Rock Excavation means the removal of solid rock or rock fragments greater than one cubic yard in volume that cannot be removed by conventional mechanical excavation equipment or that requires continuous, systematic drilling and blasting, chemical expanders, or other special procedures.

Boulder Excavation: The removal of boulders exceeding one cubic yard in volume, which can be excavated without resorting to blasting.

Airblast means airborne waves resulting from the detonation of explosives. Airblast may be caused by burden movement or by the release of expanding gas into the air. Airblast may or may not be audible.

Blast means the detonation of an explosive by a Contractor for basalt rock removal.

Licensed Blaster means the person authorized to oversee and approve blasting operations at a blasting site.

Blasting Zone means any area within the operation that is designated in writing by Contractor to the Agency as being within the area within which Work will be conducted.

Blasting Operations means the process of shot design, layout, drilling, loading, detonation, and recordkeeping.

Burden means the distance from an explosive charge to the nearest free or open face at the time of detonation of each hole.

Cube Root Scaled Distance means the distance in feet from the blast to a specific location, divided by the cube root of the maximum weight of explosives, in pounds, to be detonated in any 8-millisecond period.

Decibel means the unit of sound overpressure commonly used to measure airblast from the detonation of explosives. It is also a measure in pounds per square inch (psi) and is defined in terms of overpressure by the equation:

$$dB = 20 \log P/P[0]$$

where: dB = sound in decibels

P = measured

overpressure in psi $P[0] = 2.0 \times 10^9$ psi

Operations means the property limits of any non-coal mineral extraction.

Scaled Distance means the distance in feet from the blast to a specified location, divided by the square root of the maximum weight of explosives, in pounds, to be detonated in any 8-millisecond period.

Stemming means inert material placed above the explosive column or vertically between column decks of explosives in a blast hole.

Work means any blasting activities or operations.

SURVEY

The Agency has established benchmarks and primary control points outside the Work Area. Contractor shall employ a licensed Land Surveyor in the State of New Mexico to provide all lines and grades necessary to perform the Work, and all surveys required for quantity verification and data for project files.

Pre-Construction Survey

1. Prior to the initiation of the site work, Contractor shall verify the Agency-provided survey to confirm that site conditions are representative of the information contained in Exhibit C. Contractor shall submit a written report of any/all discrepancies to the Agency at least five days in advance of Work commencement. The report shall include a topographic map that clearly indicates the discrepancies.
2. Contractor shall generate an electronic pre-construction survey surface using the Agency-provided survey data. The surface shall be generated using the approved pre-construction aerial and ground survey data. All electronic surfaces shall be generated using raw survey data (i.e., mass points and break lines), provided by the Agency, and shall not rely on contours or digitization methods to generate surfaces, except with the consent of the Agency. Surfaces shall be comprised of a Triangulated Irregular Network (TIN), also being the basis for a Digital Terrain Model (DTM). All such surfaces shall be created commensurate with National Mapping Accuracy Standards equal to that matching the scale and contour interval of the contract drawings.

Survey Control Plan

1. Contractor shall submit a survey control plan identifying the proposed control points shown in the construction drawings in Exhibit C. The plan shall be submitted to the

Agency at least 10 days before beginning any blasting operations, and the Agency shall respond with comments or approval within five days of receipt. Primary control shall be based on and tied to at least three surveyor control stations (provided by the Agency, if applicable). The establishment of all future primary control points will be tied to the same control stations or to previously established primary control stations. No work shall commence until any discrepancies between the survey information in the construction documents and the field conditions at the start of the Work are resolved. Any changes to the survey control plan during the Project shall be submitted to the Agency for approval before implementation.

Survey Data Comparison

1. Contractor shall notify the Agency in writing at least two days before performing any survey work. The Agency will be available to compare the data with the construction drawings in Exhibit C and may advise Contractor of any discrepancies. Regardless, Contractor is ultimately responsible for ensuring the Work is completed to the lines and grades shown in the construction drawings in Exhibit C.

As-Built Survey Data

1. Contractor's survey data shall be collected throughout the blasting activities to show as-built conditions and to verify subgrade conditions.

PREPARATION FOR BLASTING

Clearing, grubbing, and stripping shall be performed by the Agency to clean the area prior to blasting. Existing plant life beyond the construction limits shall be protected. Vegetative material removed from the blasting area must be disposed of appropriately and/or as directed by the Agency.

Contractor shall perform a pre-blast investigation for alternate structures within the influence range of blasting operations, or within 200 ft of the blast area, whichever is greater. The pre-blast investigation shall consist of a close visual inspection of the area, fully supported by photographs or video recordings.

Contractor shall note any damage occurring after completion of blasting operations that cannot be determined from the pre-blast investigation to be a pre-existing condition, and such damage shall be presumed to have been caused by blasting operations. Such damage shall be repaired

promptly and completely to the Agency's satisfaction, restoring the property to its condition prior to blasting.

Contractor shall maintain pre-blast investigation records for a period of not less than 3 years following final completion and acceptance of the work.

BLASTING PLANS

Contractor shall, prior to initiating blasting operations, have a blasting plan prepared by a certified blaster. The plan shall include sketches showing blast locations; proximity to and methods for protecting existing structures and utilities; drill hole patterns, charge weights, firing sequence and times; calculations of ground velocities, energy ratio, acceleration and displacement; and any other pertinent information required. Field monitoring methods and techniques shall also be addressed.

If required by local or state regulations, blasting plans shall be reviewed by the appropriate agency or authority and revised as required to meet their approval.

SIGNAGE AND SITE CONTROL

Contractor shall provide, post, and maintain all signage and markers for all blasting activities. Signage and markers shall meet the following requirements:

1. Signs shall list the specified information in both English and Spanish.
2. Warning and all-clear signals of different character or pattern that are audible within the blast zone shall be given.

Blasting signs shall be conspicuously displayed at the following locations:

1. Along the edge of any blasting zone that comes within 100 feet of any public road right-of-way, and at the point where any other road provides access to the blasting zone.
2. At all entrances to the operation from public roads or highways, place conspicuous signs which indicate explosives are being used at the operation and which clearly list and describe the meaning of the audible blast warning and all-clear signals that are in use.

Access to the blasting zone shall be controlled to prevent unauthorized personnel from being present during blasting until an authorized representative of Contractor has reasonably determined that no unusual circumstances, such as undetonated charges, exist and that access to and travel in or through the area can be safely resumed.

GENERAL EARTHWORK

All earthwork shall conform to the following requirements, where applicable, unless otherwise noted herein:

1. Contractor shall be solely responsible for the satisfactory completion of all earthwork in accordance with the construction drawings in Exhibit C.
2. Equipment used in the excavation, transport, stockpiling, processing, placement, and compaction of all materials used in earthwork construction shall be standard-of-practice grading machinery of known specifications, suitable for performing the required work in a timely and efficient manner.

BASALT ROCK BLASTING AND REMOVAL

Contractor shall perform blasting operations under the direct supervision of a certified blaster and by qualified blasting technicians licensed in the state in which the work is being performed. Blasting operations shall be in full compliance with applicable state and local laws, regulations, ordinances and practices.

The existing topography shall be contoured to a minimum of 6 inches below the subgrade elevations shown on the construction drawings in Exhibit C.

Contractor shall provide construction staking required for the basalt rock removal operation and for verification that the removal has been completed to the specified limits.

Contractor, before blasting commences, shall adjust monitoring point heights in the area to be blasted in accordance with details shown on the construction drawings in Exhibit C, if applicable.

No basalt rock removal shall begin in a given area until the Agency has approved it.

If necessary to protect existing features identified in the pre-blast investigation, blast locations shall be heavily matted to contain flying debris.

Any new haul roads constructed and maintained by Contractor must meet the air quality standards listed in the Caja del Rio Landfill/Agency's air quality permit. The use of the existing paved road at the Landfill will be permitted, provided it does not interfere with landfill operations.

USE OF EXPLOSIVES

Blasting shall be conducted to prevent injury to persons and damage to public or private property.

Airblast Limits

1. Airblast shall be controlled so that it does not exceed the values specified below in the chart at any protected structure, unless such structure is owned by Contractor and has not been leased to any other person, or a waiver has been obtained.

Lower Frequency Limit of Measuring System, Hertz + 3 Decibels	Maximum Level in Decibels
0.1 Hz or lower - flat response	134 peak
2.0 Hz or lower - flat response	133 peak
6.0 Hz or lower- flat response	129 peak

2. The measuring systems used shall have a flat frequency response of at least 20 Hz at the upper end.
3. The person who conducts the blasting may satisfy the provisions of this paragraph by meeting any of the three specifications in the chart above.
4. To ensure compliance with the limits contained in this Section, the Agency will require an airblast measurement of any or all blasts, and may specify the location of such measurements.

Fly rock, including blaster material traveling in the air or along the ground, but excluding dust and detonation by-products, shall not be cast beyond the blast zone.

Ground Vibration Monitoring

1. Contractor shall coordinate directly with Contractor's vibration monitoring team to confirm compliance with this Section.
2. Ground Vibration Limits: In all blasting operations, except as authorized in this Section, the maximum peak particle velocity shall not exceed one inch per second at the location of any protected structure, unless such structure is owned by Contractor and not leased to any other person, or a waiver has been obtained. In addition to the requirements of this Section, any blast within 500 feet of the Landfill's West Phase shall be conducted such that ground vibrations do not exceed 5 inches per second at the closest part of the Landfill's West Phase. Blast monitoring, as provided by the Contractor's vibration monitoring team, shall comply with this Section.
3. When the scaled distance is less than 65 at the nearest protected structure, a seismograph recording shall be made at or near the structure. To confirm compliance with the limits set in this Section, the Agency may require seismograph recordings of any or all blasts and may specify the locations where such recordings are made. Specific locations identified by the Agency prior to the Work include Landfill's West Phase, Landfill Administration Office, New Mexico Department of Wildlife, and a designated area near the closest neighborhood. Vibration monitoring, including seismograph recordings, will be provided by the Contractor's vibration monitoring team.
4. When any blast is within 500 feet of the Landfill West Phase, a seismographic recording at or near the closest part of the Landfill to the blast will be made.
5. In lieu of the ground vibration limit(s) identified above, Contractor may submit a written request to the Agency to use an alternative compliance method. Such a written request must be supported by sufficient technical information, which may include, but not be limited to, documented approval of such method by agencies in other states that regulate blasting operations at coal and/or non-coal mineral extraction operations. Upon Contractor's submission of a request to use an alternative compliance method, the Agency shall issue a written determination on whether the technical information

submitted provides sufficient justification for the alternative method to demonstrate compliance.

Waivers

1. A waiver of the airblast and ground vibration limits described in this Section may be obtained by Contractor in the following circumstances:
 - a. If the protected structure is owned by the Operator and leased to any other person.
 - b. If the protected structure is not owned by Contractor, but the Agency of the structure has a bona fide financial interest in, or commercial relationship with, the blasting operation. Contractor shall provide written documentation of any such interest or relationship to the Agency upon request.
2. The waiver shall be signed by the Agency of the structure unless Contractor is the Agency. If the structure is leased to any other person, the waiver must be signed by both the Agency and the lessee.
3. The waiver shall be in writing in a form approved by the Agency, and shall be submitted to the Agency before conducting blasting operations in accordance with the terms of the waiver.
4. Contractor is responsible for maintaining an up-to-date record of all executed waivers, including real estate and lease transactions that may affect the validity of the waivers. These records shall be made available for inspection by the Agency.
5. The waiver provided in this Section shall consist solely of a waiver of the airblast and ground vibration limits set forth herein and is not intended to exempt Contractor from civil liability.

MONITORING

When the cubed root scaled distance to the nearest protected structure has a value less than 350 and when the burden-to-hole depth ratio is greater than 1.0, or the top stemming height is less than 70 percent of the burden dimension, the airblast produced by the blast shall be measured at / or

near the closest protection structure. This shall apply to horizontal blast holes from the floor to the pit.

RECORDS

Contractor shall maintain blasting records as follows:

1. A record of each blast shall be made, retained by Contractor for at least three years and made available for inspection. The record is to be completed by the end of the workday following the day in which the blast occurred, including the seismograph meter reading and shall contain the following:
 - a. Name of licensed Contractor conducting the blast.
 - b. The location, date, and time of the blast.
 - c. Name, signature, and license number of the licensed blaster responsible for the blast.
 - d. Type of material blasted.
 - e. Number of holes, burden, and spacing,
 - f. Diameter and depth of holes.
 - g. Type of explosives per hole.
 - h. Maximum weights of explosives detonated within any 8-millisecond period.
 - i. Maximum number of holes or decks detonated within any 8-millisecond period.
 - j. Initiation system, including the number of circuits and the timer interval, if a sequential timer is used.
 - k. Type and length of stemming (deck and top).
 - l. Type of detonator and delay periods used, in milliseconds.
 - m. Sketch of delay pattern, including decking.
 - n. Distance and scaled distance to the closest protected structure, using the best available information.

STORAGE OF ROCK

Storage of blasted basalt rock shall be as determined by the Contractor and as needed to maximize the efficiency of its crushing operations. Storage of basalt rock shall not interfere with landfill operations.

Blasted basalt rock shall not exceed the maximum storage pile height of 50 feet.

DISPOSAL OF WASTE MATERIAL

Upon completion of the basalt rock subgrade development, Contractor shall dispose of all trash, waste material, and equipment used in connection with the performed Work and shall leave the premises in a neat and acceptable condition.

ACCEPTANCE

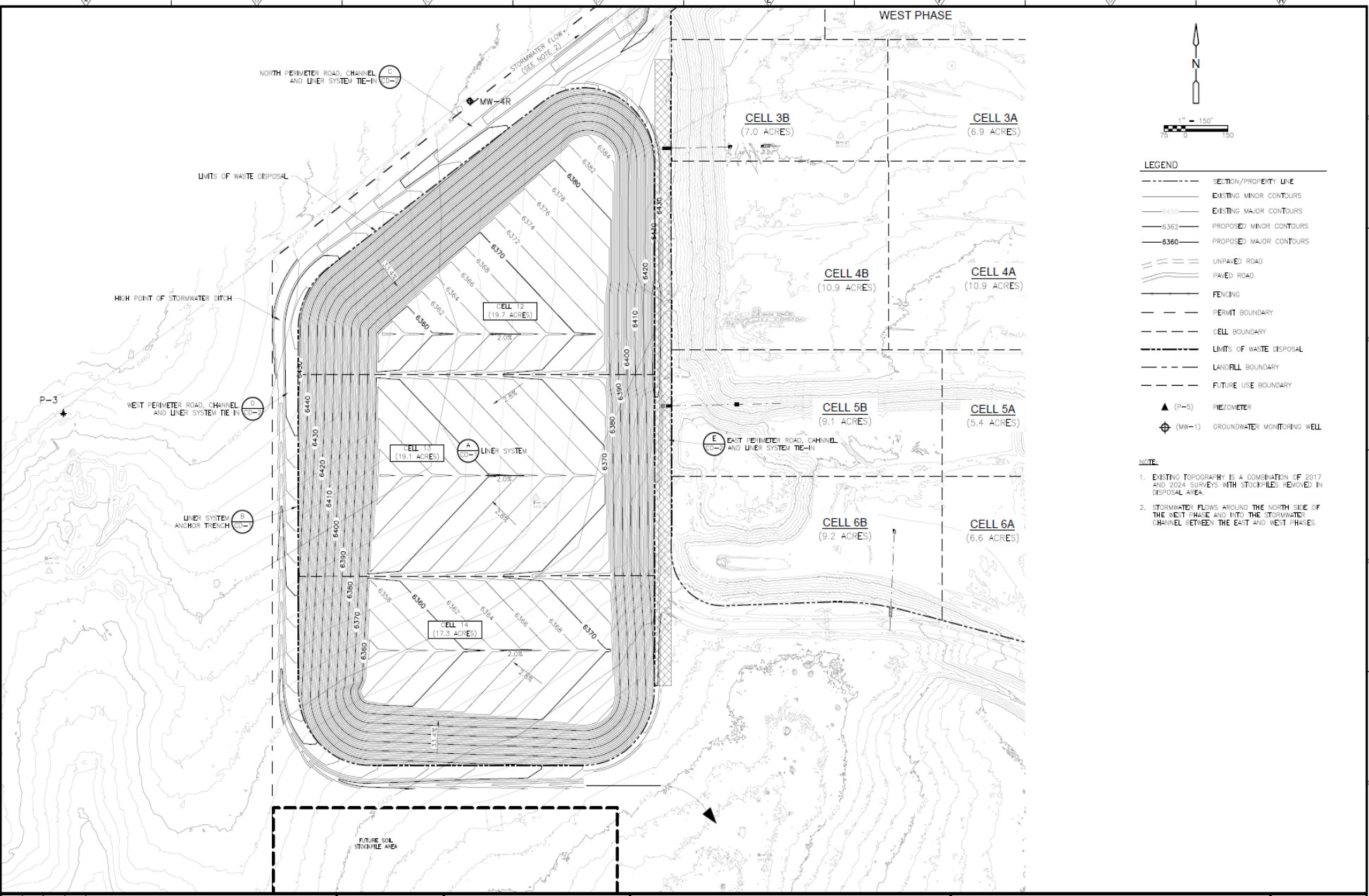
Contractor shall retain all ownership and responsibility for the basalt rock subgrade until acceptance by the Agency. The subgrade shall be accepted by the Agency when all of the following conditions are met:

1. Development is completed.
2. Certification by survey that the basalt rock subgrade meets the tolerance stated herein.

The existing topography shall be contoured to a minimum of 6 inches below the subgrade elevations shown on the construction drawings in Exhibit C.

EXHIBIT C
Conceptual Design of Future Disposal Area

XREFS: [0305_2236_1E0000] Images: 0
 Last saved by: CAGELN Date: 7/27/2025 3:01:11 PM
 Project: [0305_2236_1E0000] Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill - Conceptual Design of Future Disposal Area
 Drawing: [0305_2236_1E0000] GRADING PLAN - THE EAST PHASE
 THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT AND THE CONSULTANT. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.



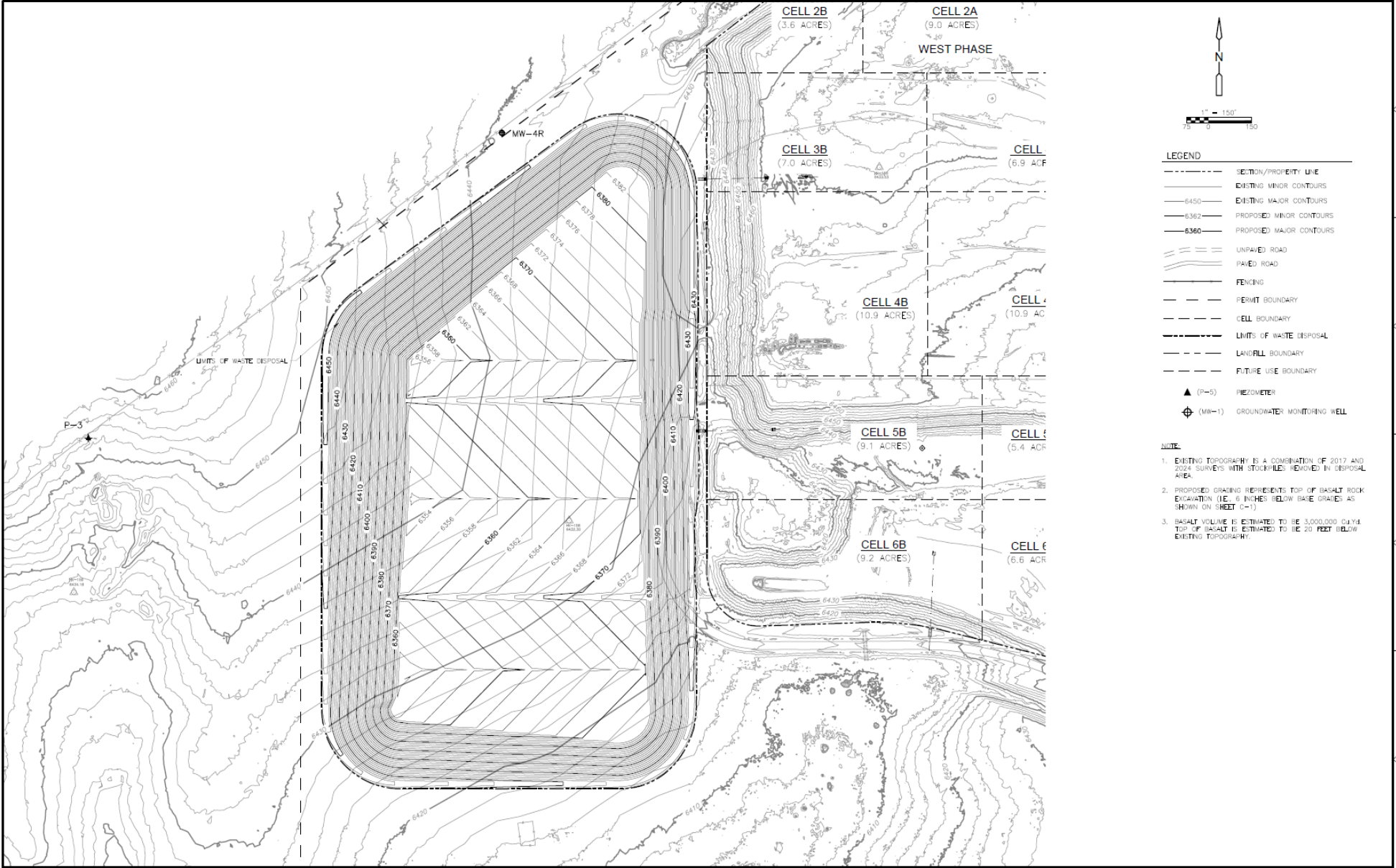
LEGEND

- SECTION/PROPERTY LINE
- EXISTING MINOR CONTOURS
- EXISTING MAJOR CONTOURS
- PROPOSED MINOR CONTOURS
- PROPOSED MAJOR CONTOURS
- UNPAVED ROAD
- PAVED ROAD
- FENCING
- PERMIT BOUNDARY
- CELL BOUNDARY
- LIMITS OF WASTE DISPOSAL
- LANDFILL BOUNDARY
- FUTURE USE BOUNDARY
- ▲ (P-5) PIEZOMETER
- ⊕ (MW-1) GROUNDWATER MONITORING WELL

- NOTE:**
- EXISTING TOPOGRAPHY IS A COMBINATION OF 2017 AND 2024 SURVEYS WITH STOCKPILES REMOVED IN DISPOSAL AREA.
 - STORMWATER FLOWS AROUND THE NORTH SIDE OF THE WEST PHASE AND INTO THE STORMWATER CHANNEL BETWEEN THE EAST AND WEST PHASES.

REV	DATE	BY	CHKD	REMARKS	CDM Smith 2001 Indian School Rd. NE, Suite 310 Albuquerque, NM 87110 Tel: (505) 243-3200			SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA	GRADING PLAN	PROJECT NO: 10679-302953 FILE NAME: C001 EXFLDWD
								SHEET NO: C-1	DRAFT DRAWINGS	

C:\Users\jgarcia\OneDrive\Documents\DelHur\DelHur_Solid_Waste_Management_Agency_Caja_Del_Rio_Landfill_Conceptual_Design_of_Future_Disposal_Area\DelHur_Solid_Waste_Management_Agency_Caja_Del_Rio_Landfill_Conceptual_Design_of_Future_Disposal_Area.dwg
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 User: jgarcia
 Plot Date: 7/27/2024 11:17:00 AM
 Plot User: jgarcia
 Plot Scale: 1:1
 Plot Orientation: Landscape
 Plot Range: All
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 Plot Color: Black
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 Plot Linetype: Solid
 Plot Font: Arial, 10
 Plot Title: DEL HUR GRADING PLAN
 Plot Sheet: 1 of 1
 Plot Title Block: Yes
 Plot Scale: 1:1
 Plot Orientation: Landscape
 Plot Range: All
 Plot Style: DelHur.ctb
 Plot Color: Black
 Plot Lineweight: 0.20
 Plot Linetype: Solid
 Plot Font: Arial, 10
 Plot Title: DEL HUR GRADING PLAN
 Plot Sheet: 1 of 1
 Plot Title Block: Yes



LEGEND

---	SECTION/PROPERTY LINE
---	EXISTING MINOR CONTOURS
---	EXISTING MAJOR CONTOURS
---	PROPOSED MINOR CONTOURS
---	PROPOSED MAJOR CONTOURS
---	UNPAVED ROAD
---	PAVED ROAD
---	FENCING
---	PERMIT BOUNDARY
---	CELL BOUNDARY
---	LIMITS OF WASTE DISPOSAL
---	LANDFILL BOUNDARY
---	FUTURE USE BOUNDARY
▲ (P-5)	PIEZOMETER
⊕ (MW-1)	GROUNDWATER MONITORING WELL

- NOTE:**
- EXISTING TOPOGRAPHY IS A COMBINATION OF 2017 AND 2024 SURVEYS WITH STOCKPILES REMOVED IN DISPOSAL AREA.
 - PROPOSED GRADING REPRESENTS TOP OF BASALT ROCK EXCAVATION (I.E. 6 INCHES BELOW BASE GRADES AS SHOWN ON SHEET C-1).
 - BASALT VOLUME IS ESTIMATED TO BE 3,000,000 CU YD. TOP OF BASALT IS ESTIMATED TO BE 20 FEET BELOW EXISTING TOPOGRAPHY.

DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	
DATE: 7/27/2024 TIME: 11:17:00 AM USER: jgarcia PLOT: DelHur_Solid_Waste_Management_Agency_Caja_Del_Rio_Landfill_Conceptual_Design_of_Future_Disposal_Area.dwg PLOT SCALE: 1:1 PLOT ORIENTATION: Landscape PLOT RANGE: All PLOT STYLE: DelHur.ctb PLOT COLOR: Black PLOT LINETYPE: Solid PLOT FONT: Arial, 10 PLOT TITLE: DEL HUR GRADING PLAN PLOT SHEET: 1 of 1 PLOT TITLE BLOCK: Yes				CDM Smith <small>2201 Indian School Rd. NE, Suite 310 Albuquerque, NM 87110 Tel: (505) 243-2000</small>		SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA		DEL HUR GRADING PLAN SHEET NO. C-1A
							DRAFT DRAWINGS	

ATTACHMENT 2
Construction Agreement
With
Del Hur 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 Hansen

Anna Hansen
Chairperson

5/19/2022
Date:

ATTEST:

Katharine E. Clark

Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Rick Hurworth

Rick Hurworth
President
DelHur Industries, Inc.

5/20/2022
Date

APPROVED AS TO FORM:

Nancy R. Long

Nancy R. Long
Agency Attorney

5-20-2022
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.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 10, 2026
Subject: Request for Approval of Closure/Post-Closure Care Cost Estimates for the Caja del Rio Landfill

SUMMARY

The Agency is requesting the Board approve the closure and post-closure care cost estimates totaling \$11,369,251 for the Caja del Rio Landfill (Landfill), effective June 30, 2026.

The Agency's auditors may reflect the updated cost estimates in the FY-26 financial statements.

BACKGROUND

On May 15, 2025, the Board approved the June 30, 2025, closure and post-closure care cost estimates for the Landfill, totaling \$11,074,899. These estimates were published in a May 10, 2025, report prepared by Randall Kippenbrock, P.E.

The cost estimates for June 30, 2026, were developed based on the estimates from June 30, 2025, and were adjusted for an annual inflation rate of 2.7%, using data from the Bureau of Labor Statistics of the U.S. Department of Labor.

All other conditions/factors for the cost estimates remained unchanged.

The filled/active disposal area of the Landfill subject to closure and post-closure care is the entire West Phase (Cells 1-6B) permitted disposal area, totaling 87.3 acres. The East Phase (Cells 7-11) permitted disposal area, totaling 54.3 acres, is not included.

ACTION REQUESTED

The Agency requests the Board approve the cost estimates for the Landfill's June 30, 2026, closure and post-closure care.

Attachment: Closure/Post-Closure Care Cost Estimates for Landfill for June 30, 2026

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Attachment

Closure/Post-Closure Care Cost Estimates for Landfill for June 30, 2026

**Closure / Post-Closure Care and Phase I / II Assessment
Cost Estimates
for June 30, 2026**

**Caja del Rio Landfill
SWB Permit No. SWM-261708 and SW98-05(M)
Santa Fe, Santa Fe County, New Mexico**

prepared for:

**Santa Fe Solid Waste Management Agency
Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506**

prepared by:

**Randall Kippenbrock, P.E.
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506**

April 25, 2026



Randall Kippenbrock
4/25/26

**Closure / Post-Closure Care and Phase I / II Assessment
Cost Estimates
for
June 30, 2026**

**Santa Fe Solid Waste Management Agency
Caja del Rio Landfill**

The following describes the cost estimates for closure, post-closure care, Phase I assessment and Phase II assessment as per 20.9.10 New Mexico Administrative Code, Financial Assurance.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of hiring a third party to close the largest area of the landfill ever requiring a final closure at any time during the active life when the extent and manner of its operation would make closure the most expensive, as indicated by its final closure plan under 20.9.10.9 NMAC.

The post-closure care cost estimate is based on a detailed written estimate, in current dollars, showing the most expensive costs of hiring a third party to conduct post-closure care for the landfill in compliance with the post-closure care plan under 20.9.10.10 NMAC.

Both Phase I and Phase II assessments are based on written estimates, in current dollars, of the costs of hiring a third party to conduct activities in accordance with 20.9.10.11 NMAC.

This report does not include the cost estimate for a corrective action program.

The unit costs are based on SFSWMA experience with cell development and liner construction projects. The unit costs are not site-specific and include a breakdown of labor, equipment, materials, and other costs. The unit costs, however, are within the range commonly found in cost-estimating references (e.g., cost estimates from consultants/contractors, RS Means, and the EPA).

The closed landfill site will comprise 495 permitted acres, including the disposal area, surrounding buffer zones, and the property designated for drainage, storage, and maintenance facilities.

The annual inflation adjustment for Year 2025 is 2.7%, based on data from the U.S. Department of Labor's Bureau of Labor Statistics.

The closure cost estimate is based on the following conditions:

1. Current site conditions.
2. Closing the filled waste disposal area (constructed cells) and placing final cover.
3. The filled/active disposal area encompasses the full \pm 87.3 acres of the West Phase Cells 1-6B permitted disposal area (footprint). This does not include the East Phase Cells 7-11 permitted disposal area (footprint) of 54.3 acres.

4. The required final cover type for the Subtitle D cells consists of an erosion layer (6"), an infiltration layer (18"), and an intermediate cover (12").
5. Assumes the intermediate cover is in place under 20.9.5 NMAC (\pm 73.3 acres).
6. Based on the above, the total number of acres requiring final cover for closure is 87.3 acres as of June 30, 2026, and 87.3 acres at the end of the 20-year permit life.
7. No final cover has been installed (0 acres).

The post-closure cost estimate is based on the following:

1. The total number of acres for post-closure care is 87.3 acres.
2. Assume re-seeding every five years for 5% of the landfill area.
3. Assume cover repair for 5% of the landfill area.
4. All groundwater monitoring wells and the active methane gas system are in place prior to closure.
5. Assume the active landfill gas (methane) collection system can be removed after a minimum of 15 years of operation after the landfill closes.
6. The annual leachate volume will drop substantially once intermediate or final cover is applied to an area.
7. Annual groundwater detection monitoring and reporting for the approved Reduced Parameter Sampling List for 24 years.
8. Six years of annual groundwater detection monitoring and reporting for 20.9.9.20 NMAC Subsections A and C.
9. Quarterly methane gas monitoring and reporting for 30 years.

The cost estimate for Phase I assessment is based on the following:

1. Assessment monitoring and corrective action are required for a ten-year period.
2. Initial assessment monitoring within 90 days of the determination of an exceedance under Subsection M of 20.9.9.10 NMAC to include sampling and analyzing the groundwater for all constituents and parameters referenced and listed in Subsections B and C of 20.9.9.20 NMAC for each downgradient well (MW-2R and MW-4R).
3. Sample and analyze for any constituents detected in the downgradient wells during the initial assessment monitoring, collecting a minimum of four independent samples from

each upgradient and downgradient well (MW-1, MW-2R, MW-4R).

4. Costs for the 90-day assessment monitoring in MW-1, MW-2R, and MW-4R, per Subsection D (2) of 20.9.9.13 NMAC. This includes sampling and analysis for all constituents listed in Subsections A and C of 20.9.9.20 NMAC, as well as the detected constituents listed in Subsection B of 20.9.9.20 NMAC.
5. Costs for preparing and submitting a report covering the methods and results of the initial assessment monitoring, four independent rounds of assessment monitoring, and the additional 90-day assessment monitoring period.
6. Semiannual monitoring in MW-1, MW-2R and MW-4R for Subsections A and C of 20.9.9.20 NMAC, plus assessment monitoring detections in Subsection B of 20.9.9.20 NMAC, for eight events.
7. Additional detection monitoring costs for the assessment detections in wells MW-1, MW-2R and MW-4R.
8. Assessment monitoring in MW-1, MW-2R and MW-4R for Subsection B of 20.9.9.20 NMAC is required at least once every five years (two events).
9. Install two downgradient corrective action wells per NMED. Costs are based on Well P-5, installed at the landfill in September 2006.
10. Monitoring in the two corrective action wells for the assessment detections.
11. Costs for preparing and submitting a report covering the methods and results of the corrective action well installation and sampling activities.
12. Semi-annual monitoring in the two correction action monitoring wells for the assessment detections.

The cost estimate for Phase II assessment is based on the following:

1. Phase II cost is estimated to be \$100,000.

CAJA DEL RIO LANDFILL - JUNE 30, 2026 CLOSURE COST ESTIMATE ⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	\$222	87.3	\$19,381
Boundary Survey for Affidavit	Lump Sum	\$8,764	1	\$8,764
Site Evaluation	Per Acre	\$488	87.3	\$42,602
Final Closure Plans	Per Acre	\$531	87.3	\$46,356
Contract Administration, Bidding and Award	Lump Sum	\$17,532	1	\$17,532
Administrative Costs	Lump Sum	\$17,532	1	\$17,532
Closure Inspection & Testing	Per Acre	\$6,137	87.3	\$535,760
SUBTOTAL.....				\$687,927
10% CONTINGENCY.....				\$68,793
ENGINEERING TOTAL.....				\$756,720
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 87.3 ac)	Per Cubic Yard	\$5.88	70,422	\$414,081
Infiltration Layer Placement (18" layer and on-site; 87.3 ac)	Per Cubic Yard	\$5.88	202,554	\$1,191,018
Seeding, Composting	Per Acre	\$14,928	87.3	\$1,303,214
Drainage Swales	Per Acre	\$2,629	87.3	\$229,512
Active Landfill Gas Well Installation for Cell 6B (13 wells)	Per Well	\$48,347	13	\$628,511
Site Grading & Drainage	Per Acre	\$2,629	87.3	\$229,512
Site Fencing and Security	Lump Sum	\$5,256	1	\$5,256
SUBTOTAL.....				\$4,001,104
10% CONTINGENCY.....				\$400,110
CONSTRUCTION TOTAL.....				\$4,401,214
CALCULATION OF CLOSURE COSTS				
Engineering Total.....				\$756,720
Construction Total.....				\$4,401,214
Groundwater Well Installation Total.....				\$0
Contract Performance Bond: (2% of Construction Subtotal.....)				\$80,022
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Subtotal)				\$572,092
TOTAL CLOSURE COST				\$5,810,048

1. Total costs rounded to the nearest dollar. CPI for Year 2025 is 2.7%.

CAJA DEL RIO LANDFILL - JUNE 30, 2026 POST-CLOSURE COST ESTIMATE ⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Post Closure Plan (one-time event)	Lump Sum	\$13,145	1	\$13,145
Site Inspection & Recordkeeping	Per Annum	\$5,256	30	\$157,680
Correctional Plans & Specifications	Per Annum	\$4,208	30	\$126,240
Site Monitoring Costs				
Detection Monitoring and Reporting for 3 Wells - Reduced Parameter Sampling List	Per Event	\$11,509	24	\$276,216
Detection Monitoring and Reporting for 3 Wells - Subsections A and C of 20.9.9.20 NMAC	Per Event	\$16,172	6	\$97,032
Methane Gas Monitoring and Reporting for 10 Probes	Per Annum	\$5,216	30	\$156,480
Construction and Maintenance Costs				
Cover Repair for 5% of the Landfill Area - 87.3 ac (6" layer and on-site; 5% = 4.37 ac) ⁽²⁾	Per Event	\$20,706	30	\$621,180
Reseed 5% of the Landfill Area ⁽³⁾	Per Event	\$11,197	6	\$67,182
Fence, Gate and Sign Repair /Replacement	Per Annum	\$1,055	30	\$31,650
Groundwater Monitoring Well Replacement ⁽⁴⁾	Per Annum	\$3,844	30	\$115,320
Groundwater Monitoring Well Maintenance ⁽⁵⁾	Per Well	\$1,538	3	\$4,614
Active Landfill Gas System - Operation & Maintenance ⁽⁶⁾	Per Annum	\$162,448	15	\$2,436,720
Decommissioning Active Landfill Gas System (41 wells)	Per Event	\$279,902	1	\$279,902
Leachate Disposal ⁽⁷⁾	Per Gallon	\$0.090	120,000	\$10,800

CALCULATION OF POST-CLOSURE COSTS	
SUBTOTAL (30-year post-closure period excluding post-closure plan)	\$4,381,016
10% CONTINGENCY	\$438,102
Post Closure Plan (one-time cost).....	\$13,145
TOTAL POST CLOSURE COST (Subtotal costs and 10% contingency plus post closure plan)	\$4,832,263

1. Total costs rounded to the nearest dollar. CPI for Year 2025 is 2.7%.
2. Cost is erosion layer placement under the construction section for closure cost.
3. Assume re-seeding once every five years for 5% of the landfill area.
4. Cost includes replacing one of the groundwater wells during the 30-year post-closure period.
5. Cost includes replacement of pumps, well pads and padlocks for 3 wells.
6. Assume the active landfill gas collection system can be removed after a minimum of 15 years in operation after landfill closure.
7. Estimated quantity of leachate generated over the 30-year post-closure period.

CAJA DEL RIO LANDFILL - JUNE 30, 2026
COST ESTIMATES FOR PHASE I AND PHASE II ASSESSMENT ⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Phase I Assessment Costs				
Initial Assessment Monitoring for all Constituents for Each Downgradient Wells: MW-2R, MW-4R; Subsections B and C of 20.9.9.20 NMAC	Per Well	\$5,868	2	\$11,736
Four Independent Assessment Monitoring for Detected Constituents from the Initial Assessment Monitoring - Upgradient and Downgradient Wells: MW-1, MW-2R, MW-4R	Per Well	\$2,022	12	\$24,264
Assessment Monitoring Within 90 Days for all Constituents in Subsections A and C, plus Detected Constituents in Subsection B for MW-1, MW-2R, MW-4R	Per Event	\$11,737	1	\$11,737
Assessment Monitoring Report	Per Report	\$5,216	1	\$5,216
Semi-Annual Monitoring - Subsections A and C, plus Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R for Eight (8) Events ⁽³⁾	Per Event	\$16,902	8	\$135,216
Additional Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R	Per Event	\$587	10	\$5,870
Assessment Monitoring Detections - Subsection B in MW-1, MW-2R, MW-4R at Least Once Every Five (5) Years	Per Event	\$25,627	2	\$51,254
Corrective Action Well (CAW) Installation	Per Well	\$108,818	2	\$217,636
CAW Sampling	Per Well	\$2,022	2	\$4,044
CAW Installation and Sampling Report	Per Report	\$13,042	1	\$13,042
CAW Semi-Annual Monitoring for Two (2) Wells	Per Event	\$4,042	20	\$80,840
SUBTOTAL				\$560,855
10% CONTINGENCY				\$56,086
TOTAL PHASE I ASSESSMENT COST				\$616,941
Phase II Assessment Costs				
Phase II Assessment Total, per NMED	-	\$100,000	1	\$100,000
SUBTOTAL				\$100,000
10% CONTINGENCY				\$10,000
TOTAL PHASE II ASSESSMENT COST.....				\$110,000

1. Total costs rounded to the nearest dollar. CPI for Year 2025 is 2.7%.
2. Assessment monitoring and corrective action are required for a 10-year period.
3. Costs for eight of the 16 semi-annual events are covered in the post-closure care costs under site monitoring costs.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 10, 2026
Subject: Request for Approval of Closure/Post-Closure Care Cost Estimates for the Buckman Road Recycling and Transfer Station

SUMMARY

The Agency is requesting the Board approve the closure and post-closure care cost estimates of \$237,806 for the Buckman Road Recycling and Transfer Station (BuRRT), effective June 30, 2026.

The Agency's auditors may reflect the updated cost estimates in the FY-26 financial statements.

BACKGROUND

On May 15, 2025, the Board approved the June 30, 2025, closure and post-closure care cost estimates for BuRRT at \$237,806. These cost estimates were published in a May 10, 2025, report prepared by Randall Kippenbrock, P.E.

The closure cost estimate for June 30, 2026, was derived from the June 30, 2025, cost estimates and adjusted for 2.7% annual inflation, based on data from the U.S. Bureau of Labor Statistics.

The cost for glass cullet transportation was removed from the closure cost estimate. Glass cullet is a product from on-site glass crushing. However, the Agency has not crushed glass since 2018.

The post-closure care cost estimate is not required at this time. Post-closure inspection and maintenance costs may be waived upon written approval from the New Mexico Environment Department (NMED) if the facility owner or operator demonstrates to the NMED that all closure requirements have been met and that there is no evidence of contamination.

The other conditions/factors for the cost estimates remained unchanged.

ACTION REQUESTED

The Agency requests the Board approve the June 30, 2026, closure and post-closure care cost estimates for BuRRT.

Attachment: Closure/Post-Closure Care Cost Estimates for BuRRT for June 30, 2026

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Attachment

Closure/Post-Closure Care Cost Estimates for BuRRT for June 30, 2026

**Closure / Post-Closure Care Cost Estimates
for June 30, 2026**

**Buckman Road Recycling and Transfer Station
SWB Permit No. SW 95-10(P)
2600 Buckman Road
Santa Fe, New Mexico 87507**

prepared for:

**Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506**

prepared by:

**Randall Kippenbrock, P.E.
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506**

April 25, 2026



*Randall Kippenbrock
4/25/26*

**Closure / Post-Closure
Cost Estimates
for
June 30, 2026**

**Santa Fe Solid Waste Management Agency
Buckman Road Recycling and Transfer Station**

The following outlines the cost estimates for closure and post-closure of the Buckman Road Recycling and Transfer Station (BuRRT) pursuant to 20.9.10 New Mexico Administrative Code.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of closure and nuisance abatement to be performed in accordance with the applicable portions of 20.9.6.12 NMAC, pursuant to 20.9.10.9 (A)(2) NMAC. The estimate includes the following applicable portions:

- the cost of hiring a third party to clean up and dispose of the largest inventory of all materials and end products expected to be at the transfer station;
- the cost of hiring a third party to clean up and dispose of all fugitive trash, solid waste, or other materials that could create a nuisance at the transfer station; and
- the costs of an independent project manager and a contract administrator.

The post-closure cost estimate is not expected to be included in this report pursuant to 20.9.6.12 (B) NMAC. Post-closure inspection and maintenance may be waived upon written approval from the NMED if the owner or operator demonstrates to the NMED that all closure requirements have been met and that there is no evidence of contamination.

The unit costs are not site-specific and do not reflect the breakdown of labor, equipment, materials, and other costs. However, the unit costs fall within the range commonly found in cost-estimating references (e.g., R.S. Means, the U.S. Environmental Protection Agency, and consultant and contractor cost estimates).

The closure cost estimate is based on the following conditions and assumed quantities:

1. Current site conditions.
2. Assumes that the post-closure use of the site will be as a maintenance facility.
3. Four transfer trailer loads of solid waste will be disposed of at a permitted landfill site.
4. Three trailer loads of scrap tires will be hauled to a registered tire-processing facility.
5. A quantity of 3,080 gallons (24,640 pounds) of household hazardous waste (HHW) will be transported to permitted treatment, storage, disposal, or recycling facilities, based on the storage capacity of the HHW collection facility.

6. Approximately 7,500 cubic yards of green waste will be mulched on site and made available to the public at no charge (a weight conversion of 350 pounds per cubic yard is assumed).
7. Cleanup of the buildings, including the transfer station, the administrative office, the HHW collection facility, the bale room, and the scale house.
8. General site cleanup, including litter abatement along the perimeter roads.
9. Approximately 150 tons of recyclable materials will be transported to a recycling facility, based on one week's worth of deliveries to the transfer station.
10. Approximately 100 tons of glass will be disposed of in a permitted landfill.
11. Contract administration for the sale of MRF sorting and baler equipment, rolling stock, and miscellaneous removal (e.g., tarping station, scales).
12. The 2025 annual inflation adjustment is 2.7%, based on data from the U.S. Department of Labor's Bureau of Labor Statistics.

Closure Cost Estimate⁽¹⁾
Buckman Road Recycling and Transfer Station
June 30, 2026

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Closure Plan	Lump Sum	\$3,731	1	\$3,731
Solid Waste - Handling, Transportation, Disposal	Per Load	\$2,973	4	\$11,892
Scrap Tires - Handling, Transportation, Processing	Per Load	\$2,973	3	\$8,919
HHW - Handling, Transportation, Disposal, Processing	Per Pound	\$2.36	24,640	\$58,150
Green Waste - On-Site Mulching	Per Cubic Yard	\$5.95	7,500	\$44,625
Conventional Recyclables - Transportation, Processing	Per Ton	\$187	150	\$28,050
Whole Glass - Transportation, Disposal	Per Ton	\$86.53	100	\$8,653
Building Cleanup	Lump Sum	\$37,172	1	\$37,172
General Site Cleanup	Lump Sum	\$2,973	1	\$2,973
Closure Inspection / Report	Lump Sum	\$2,231	1	\$2,231
Contract Administration, Bidding and Award	Lump Sum	\$14,871	1	\$14,871
SUBTOTAL.....				\$221,267
10% CONTINGENCY.....				\$22,127
TOTAL CLOSURE COST.....				\$243,394

1. Total costs rounded to the nearest dollar. The CPI for Year 2025 is 2.7% and is built into each unit cost.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 10, 2026
Subject: Request for Approval of Resolution 2026-2 Updating a Restricted Cash Account and Related Liability Account in the Closure/Post Closure Fund to Provide Funds for Future Closure, Post Closure Care, Phase I and II Assessment, and/or Corrective Action Costs at the Santa Fe Solid Waste Management Agency Facility known as the Caja del Rio Landfill

SUMMARY

The Agency requests the Board approve Resolution 2026-2, a local government reserve fund resolution, which addresses the restricted cash account and the related liability account within the Agency's Closure/Post-Closure Fund to provide funds for future closure, post-closure care, Phase I and II assessments, and/or corrective action costs at the Caja del Rio Landfill (Landfill).

The resolution states that the Closure/Post-Closure Fund will be updated annually to ensure it continues to provide financial assurance for the Landfill. The Closure/Post-Closure Fund must comply with GASB 18's accounting requirements for landfill liabilities.

The resolution will be a required component of NMED's annual solid waste reports.

On March 5, 2026, the New Mexico Environment Department requested that the Agency update the resolution for the local government reserve fund as part of the Landfill's 10-year permit review.

All solid waste facilities, including landfills, must provide financial assurance for closure, post-closure care, Phase I and II assessments, and/or corrective action costs in accordance with the applicable provisions of 20.9.10 NMAC.

BACKGROUND

On January 22, 1999, the Board approved Resolution 1999-1, which established a restricted reserve cash account and a related liability account within the Agency's Closure/Post-Closure Fund (5509) to provide funds for future closure costs at the Caja del Rio Landfill. The estimated closure cost at that time was \$3,135,641 - based on a cost summary prepared by a landfill engineer.

On May 15, 2014, the Board approved Resolution 2014-2, which estimated the costs of closure, post-closure care, Phase I and II assessments, and/or corrective action for Fiscal Year 2015 at \$5,825,657 and set the restricted cash account balance at approximately \$6,800,000.

Resolution 2026-2 sets the estimated cost for closure, post-closure care, Phase I and II assessments, and/or corrective action at \$11,369,251, and the restricted cash account balance at approximately

\$9,103,114 - based on a cost summary prepared by a professional engineer. The resolution also provides that \$215,793 will be transferred to the Closure/Post-Closure Fund in Fiscal Year 2026.

Each year, the Agency presents revised closure and post-closure care cost estimates to the Board for approval. These estimates are included in the Agency's annual financial statements under the closure and post-closure care cost section.

ACTION REQUESTED

The Agency requests Board approval of Resolution 2026-2.

Attachments:

- 1) Resolution 2026-2
- 2) Resolution 2014-2
- 3) Resolution 1999-1

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ATTACHMENT 1

Resolution 2026-2

**Santa Fe Solid Waste Management Agency
RESOLUTION 2026-2**

UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENTS, AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Caja del Rio Landfill; and

Whereas, the post-closure care period of the Caja del Rio Landfill is expected to be at least 30 years; and

Whereas, the Caja del Rio Landfill facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure, post-closure care, Phase I and II assessments and/or corrective action for the facility; and

Whereas, by Resolution 1999-1, the Santa Fe Solid Waste Management Agency established a restricted cash account and a related liability account to be used solely to fund future closure, post-closure care, Phase I and II assessments, and/or corrective action expenditures for the Caja del Rio Landfill facility; and

Whereas, Resolution 1999-1 provided for a transfer into the restricted cash account of an amount equal to One Hundred Fifty-Six Thousand Seven Hundred Eight-Two Dollars and Five Cents (\$156,782.05) for Fiscal Year 2001; for an annual transfer thereafter of an amount appropriate to build a fund sufficient to cover estimated costs; and for annual review and adjustment of the original cost estimate of Three Million One Hundred Thirty-Five Thousand Six Hundred Forty-One Dollars and No Cents (\$3,135,641.00) to account for any increases or decreases in the original cost estimate; and

Whereas, Resolution 2014-2 provided an estimated cost for the closure, post-closure care, Phase I and II assessments, and/or corrective action for Fiscal Year 2015 at Five Million Eight Hundred Twenty-Five Thousand Six Hundred Fifty-Seven Dollars and No Cents (\$5,825,657.00) and the amount in the restricted cash account at approximately Six Million Eight Hundred Thousand Dollars and No Cents (\$6,800,000.00); and

Whereas, the cost for the closure, post-closure care, Phase I and II assessments, and/or corrective action is now estimated to be Eleven Million Three Hundred Sixty-Nine Thousand Two Hundred Fifty-One Dollars and No Cents (\$11,369,251.00), based on a cost summary provided by a professional engineer; and

Whereas, the amount in the restricted cash account is now approximately Nine Million One Hundred Three Thousand One Hundred Fourteen Dollars and No Cents (\$9,103,114.00); and

Whereas, the amount to be transferred in Fiscal Year 2026 is Two Hundred Fifty-One Thousand Seven Hundred Ninety-Three Dollars and No Cents (\$251,793.00), with future transfers as necessary to conform with the funding requirements in 20.9.10.14 NMAC.

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Section 1. That the Santa Fe Solid Waste Management Agency continue to maintain a restricted cash account and related liability account in the Closure/Post Closure Fund to be used solely to fund future closure, post-closure care, Phase I and II assessments, and/or corrective action expenditures for the Caja del Rio Landfill facility.

Section 2. That each year, if necessary, the Santa Fe Solid Waste Management Agency shall include, as part of its annual budget submittal, an amount to be appropriated for transfer to the restricted cash account, with a related liability account for any unspent appropriation. Each year, the transfer will be reviewed and adjusted to reflect any increases or decreases in the current cost estimate of Eleven Million Three Hundred Sixty-Nine Thousand Two Hundred Fifty-One Dollars and No Cents (\$11,369,251.00). This will maintain a fund sufficient to assure closure, post-closure care, Phase I and II assessments, and/or corrective action costs for the Caja del Rio Landfill facility by 2035.

Section 3. Those withdrawals from the restricted cash account shall only be for the purposes of closure, post-closure care, Phase I and II assessments, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico for the Caja del Rio Landfill facility.

Section 4. Those withdrawals from the restricted cash account shall only be authorized by the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure, post-closure care, Phase I and II assessments, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico.

APPROVED, ADOPTED AND PASSED this 21st day of May 2026, at a regularly called meeting of the Joint Powers Board of the Santa Fe Solid Waste Management Agency.

Santa Fe Solid Waste Management Agency:

Lisa Cacari Stone
Chairperson

Date

Approved as to Form:

Nancy Long
Agency Attorney

Date

ATTACHMENT 2

Resolution 2014-2

RESOLUTION 2014-2

UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE, POST-CLOSURE CARE, PHASE I AND II ASSESSMENT, AND/OR CORRECTIVE ACTION COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Caja del Rio Landfill; and

Whereas, the post-closure care period of the Caja del Rio Landfill is expected to be at least 30 years; and

Whereas, the Caja del Rio Landfill facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure, post-closure care, Phase I and II assessment and/or corrective action for the facility; and

Whereas, by Resolution 1999-1, the Santa Fe Solid Waste Management Agency established a restricted cash account and related liability account to be used solely to fund future closure, post-closure care, Phase I and II, and/or corrective action expenditures for the Caja del Rio Landfill facility; and

Whereas, Resolution 1999-1 provided for a transfer into the restricted cash account an amount equal to One Hundred Fifty-Six Thousand Seven Hundred Eight-Two Dollars and Five Cents (\$156,782.05) for Fiscal Year 2001; for an annual transfer thereafter of an amount appropriate to build a fund sufficient to cover estimated costs; and for annual review and adjustment of the original cost estimate of Three Million One Hundred Thirty Five Thousand Six Hundred Forty One Dollars and No Cents (\$3,135,641.00) to account for any increases or decreases in the original cost estimate; and

Whereas, the cost for the closure, post closure care, Phase I and II assessment, and/or corrective action is now estimated to be Five Million Eight Hundred Twenty-Five Thousand Six Hundred Fifty-Seven Dollars and No Cents (\$5,825,657.00), based on a cost summary provided by the landfill design engineers; and

Whereas, the amount in the restricted cash account is now approximately Six Million Eight Hundred Thousand Dollars and No Cents (\$6,800,000.00), which is sufficient to cover the current cost estimate, and so the Santa Fe Solid Waste Management Agency will transfer no money in Fiscal Year 2015, but will continue to maintain the restricted cash account at a sufficient level.

NOW, THEREFORE, BE IT RESOLVED BY THE JOINT POWERS BOARD OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Section 1. That the Santa Fe Solid Waste Management Agency continue to maintain a restricted cash account and related liability account in the Closure/Post Closure Fund to be used solely to fund future closure, post-closure care, Phase I and II assessment, and/or corrective action expenditures for the Caja del Rio Landfill facility.

Section 2. That each year, if necessary, the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the current cost estimate of Five Million Eight Hundred Twenty-Five Thousand Six Hundred Fifty-Seven Dollars and No Cents (\$5,825,657.00). This will maintain a fund sufficient to assure closure, post-closure care, Phase I and II assessment, and/or corrective action costs for the Caja del Rio Landfill facility by 2035.

Section 3. Those withdrawals from the restricted cash account shall only be for the purposes of closure, post-closure care, Phase I and II assessment, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico for the Caja del Rio Landfill facility.

Section 4. Those withdrawals from the restricted cash account shall only be authorized by the Joint Powers Board and the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure, post-closure care, Phase I and II assessment, and/or corrective action as defined in the Solid Waste Management Regulations of the State of New Mexico.

APPROVED, ADOPTED AND PASSED this 15th day of May, 2014, at a regularly called meeting of the Joint Powers Board of the Santa Fe Solid Waste Management Agency.

Santa Fe Solid Waste Management Agency:

Miguel Chavez
Miguel Chavez
Chairperson

5/15/14
Date

Attest:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

6/5/2014
Date



Approved as to Form:

Justin W. Miller
Justin W. Miller
Agency Attorney

5/15/14
Date



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
SOLID WASTE RESOLUTION
PAGES: 2

I Hereby Certify That This Instrument Was Filed for
Record On The 6TH Day Of June, 2014 at 09:55:59 AM
And Was Duly Recorded as Instrument # 1738468
Of The Records Of Santa Fe County

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

ATTACHMENT 3

Resolution 1999-1

RESOLUTION - 1999 -1 1868723

ESTABLISHING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CLOSURE AND POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE (CLOSURE, POST CLOSURE, PHASE I AND PHASE II, AND/OR CORRECTIVE ACTION) COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY SOLID WASTE FACILITY KNOWN AS THE CAJA DEL RIO LANDFILL.

WHEREAS, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Caja Del Rio Landfill; and

WHEREAS, the post-closure care period of the Caja Del Rio Landfill is expected to be at least thirty (30) years; and

WHEREAS, the Caja Del Rio Landfill has been designed and constructed to meet or exceed the Solid Waste Management Regulation of the State of New Mexico; and

WHEREAS, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate (closure, post closure, Phase I or Phase II assessment and/or corrective action) for the facility; and

WHEREAS, the cost for (closure, post-closure, Phase I and Phase II assessment, and/or corrective action) is estimated to be three million one hundred and thirty five thousand six hundred and forty one dollars (\$3,135,641) based on a cost summary provided by the landfill engineer; and,

WHEREAS, the annual amount to be transferred in FY 2000/2001 is One hundred and fifty six thousand seven hundred and eighty two dollars and five cents (\$156,782.05).

BE IT RESOLVED BY THE JOINT POWERS BOARD of the Santa Fe Solid Waste Management Agency:

Section 1. That the Santa Fe Solid Waste Management Agency establish a restricted cash account and related liability account in the Santa Fe Solid Waste Management Agency Closure and Post-Closure Care Fund to be used solely to fund future (closure, post closure, Phase I and Phase II and/or corrective action) expenditures for the Caja Del Rio Landfill.

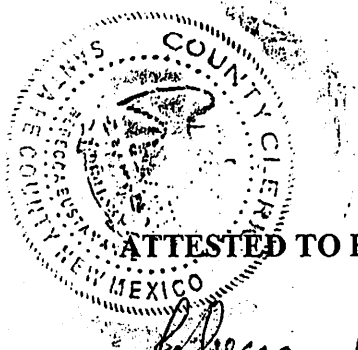
Section 2, That each year the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the original cost estimate of \$3,135,641. This will build a fund sufficient to assure

(closure, post-closure, Phase I and Phase II assessment, and/or corrective action) costs for the Santa Fe Solid Waste Management Agency.

Section 3. That withdrawals from the restricted cash account shall only be for the purpose of (closure, post closure, Phase I and Phase II assessment, and/or corrective action) as defined in the Solid Waste Management Regulations of the State of New Mexico for the Santa Fe Solid Waste Management Agency.

Section 4. That withdrawals from the restricted cash account shall only be authorized by the Santa Fe Solid Waste Management Agency Joint Powers Board and the Secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for (closure, post closure, Phase I and Phase II assessment, and or corrective action) as defined in the Solid Waste Management Regulations of the State of New Mexico

APPROVED, ADOPTED AND PASSED this 22 day of Jan, 1999



ATTESTED TO BY

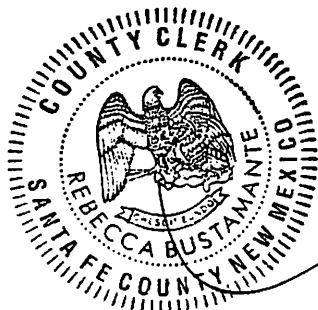
Rebecca Bustamante

Rebecca Bustamante
Santa Fe County Clerk

SANTA FE SOLID WASTE
JOINT POWERS BOARD

Paul Duran

Paul Duran, Chairman



1147567 } SS
COUNTY OF SANTA FE
STATE OF NEW MEXICO
I hereby certify that this instrument was filed
for record on the 16 day of Mar A.D.
20 01 at 9:07 o'clock a.m
and was duly recorded in book 1868
page 723-724 of the records of
Santa Fe County

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Marcella Salazar
Deputy

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: May 10, 2026
Subject: Request for Approval of Resolution 2026-3 Updating a Restricted Cash Account and Related Liability Account in the Closure/Post Closure Fund to Provide Funds for Future Closure and Post Closure Care Costs at the Santa Fe Solid Waste Management Agency Facility Known as the Buckman Road Recycling and Transfer Station

SUMMARY

The Agency requests the Board approve Resolution 2026-3, a local government reserve fund resolution, which addresses the restricted cash account and the related liability account within the Agency’s Closure/Post-Closure Fund to provide funds for future closure and post-closure care costs at the Buckman Road Recycling and Transfer Station (BuRRT).

The resolution states that the Closure/Post-Closure Fund will be updated annually to ensure it continues to provide financial assurance for the BuRRT facility. The Closure/Post-Closure Fund must comply with GASB 18's accounting requirements for landfill liabilities.

The resolution will be a required component of NMED's annual solid waste reports.

The Agency is updating the local government reserve fund resolution as part of the 10-year permit review for BuRRT, scheduled for 2027.

All solid waste facilities, including transfer stations, must provide financial assurance for closure, post-closure care, Phase I and II assessments, and/or corrective action costs in accordance with the applicable provisions of 20.9.10 NMAC.

BACKGROUND

On January 22, 1999, the Board approved Resolution 2005-3, establishing a restricted reserve cash account and a related liability account within the Agency’s Closure/Post-Closure Fund (5509) to fund future closure and post-closure care costs for the BuRRT facility. The estimated closure cost at the time was \$78,000 - based on a cost summary prepared by a professional engineer.

On May 15, 2012, the Board approved Resolution 2012-1, which estimated the costs of closure and post-closure care for Fiscal Year 2012 at \$148,416.

Resolution 2026-3 sets the cost of closure and post-closure care for the BuRRT facility at an estimated \$243,393, based on a cost summary prepared by a professional engineer. The resolution also provides for the transfer of \$5,586 to the Closure/Post-Closure Fund in Fiscal Year 2026.

Each year, the Agency presents revised estimates of closure and post-closure care costs to the Board for approval. These estimates are included in the Agency's annual financial statements within the closure and post-closure care cost section.

ACTION REQUESTED

The Agency requests Board approval of Resolution 2026-3.

Attachments:

- 1) Resolution 2026-3
- 2) Resolution 2012-1
- 3) Resolution 2005-3

M:\Memo\043026.2

ATTACHMENT 1

Resolution 2026-3

Santa Fe Solid Waste Management Agency
RESOLUTION 2026-3

UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE AND POST-CLOSURE CARE COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Buckman Road Recycling and Transfer Station; and

Whereas, the post-closure care period of the Buckman Road Recycling and Transfer Station facility is expected to be at least one year; and,

Whereas, the Buckman Road Recycling and Transfer Station facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure and post-closure care for the facility; and,

Whereas, by Resolution 2005-3, the Santa Fe Solid Waste Management Agency established a restricted reserve cash account and related liability account to be used solely to fund future closure and post-closure expenditures for the Buckman Road Recycling and Transfer Station facility; and

Whereas, Resolution 2005-3 provided for an annual transfer into the restricted cash account of Seventy-Eight Thousand Dollars and No Cents (\$78,000.00) for Fiscal Year 2006.

Whereas, Resolution 2012-1 provided for an annual transfer into the restricted cash account of One Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and No Cents (\$148,416.00) for Fiscal Year 2012; and for annual review and adjustment of this original cost estimate to reflect any increases or decreases in the original cost estimate; and

Whereas, the cost for the closure and post-closure is now estimated to be Two Hundred Forty-Three Thousand Three Hundred Ninety-Three Dollars and No Cents (\$243,393.00), based on a cost summary provided by a professional engineer, taking into consideration additional activities at the facility, including the Materials Recovery Facility (MRF) and the Household Hazardous Waste Collection Center; and

Whereas, the annual amount to be transferred in Fiscal Year 2026 is Five Thousand Five Hundred Eighty-Six Dollars and No Cents (\$5,586.00); with continued future transfers as necessary to conform with the funding requirements in 20.9.10.14 NMAC.

BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD:

Section 1. That the Santa Fe Solid Waste Management Agency continue to maintain a restricted reserve cash account and related liability account in the Closure/Post Closure Fund to be used solely to fund future closure and post-closure expenditures for the Buckman Road Recycling and Transfer Station facility.

Section 2. That each year, if necessary, the Santa Fe Solid Waste Management Agency shall include, as part of its annual budget submittal, an amount to be appropriated for transfer to the restricted cash account with a related liability account for the unspent appropriation. Each year, the transfer will be reviewed and adjusted to reflect any increases or decreases in the current cost estimate of Two Hundred Forty-Three Thousand Three Hundred Ninety-Three Dollars and No Cents (\$243,393.00). This will build a fund sufficient to assure closure and post-closure care costs for the Buckman Road Recycling and Transfer Station facility by June 30, 2037.

Section 3. Those withdrawals from the restricted cash account shall only be for the purposes of closure and post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico for the Buckman Road Recycling and Transfer Station facility.

Section 4. Those withdrawals from the restricted cash account shall only be authorized by the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure and post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico.

APPROVED, ADOPTED AND PASSED this 21st day of May 2026, at a regularly called meeting of the Joint Powers Board of the Santa Fe Solid Waste Management Agency.

Santa Fe Solid Waste Management Agency:

Lisa Cacari Stone
Chairperson

Date

Approved as to Form:

Nancy Long
Agency Attorney

Date

ATTACHMENT 2

Resolution 2012-1

RESOLUTION 2012-1

UPDATING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE CLOSURE/POST-CLOSURE FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE AND POST-CLOSURE CARE COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Buckman Road Recycling and Transfer Station; and

Whereas, the post-closure care period of the Buckman Road Recycling and Transfer Station facility is expected to be at least one year; and,

Whereas, the Buckman Road Recycling and Transfer Station facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure and post-closure care, for the facility; and,

Whereas, by Resolution 2005-3, the Santa Fe Solid Waste Management Agency established a restricted reserve cash account and related liability account to be used solely to fund future closure and post-closure expenditures for the Buckman Road Recycling and Transfer Station facility; and

Whereas, Resolution 2005-3 provided for an annual transfer into the restricted cash account of \$78,000.00 and for annual review and adjustment of this original cost estimate to reflect any increases or decreases in the original cost estimate; and

Whereas, the cost for the closure and post closure is now estimated to be \$148,416.00, one hundred forty-eight thousand four hundred sixteen dollars and no cents, based on a cost summary provided by the facility's design engineers, taking into consideration additional activities at the facility, including the Materials Recovery Facility (MRF) and the development of a Household Hazardous Waste collection facility; and

Whereas, the annual amount to be transferred in Fiscal Year 2012 is \$148,416.00, one hundred forty-eight thousand four hundred sixteen dollars and no cents.

BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD:

Section 1. That the Santa Fe Solid Waste Management Agency establish a restricted reserve cash account and related liability account in the Closure/Post Closure Fund to be used solely to fund future closure and post-closure expenditures for the Buckman Road Recycling and Transfer Station facility.


Section 2. That each year the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the current cost estimate of \$148,416.00, one hundred forty-eight thousand four hundred sixteen dollars and no cents. This will build a fund sufficient to assure closure and post-closure care costs for the Buckman Road Recycling and Transfer Station facility by December 31, 2012.

Section 3. Those withdrawals from the restricted cash account shall only be for the purposes of closure and post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico for the Buckman Road Recycling and Transfer Station facility.

Section 4. Those withdrawals from the restricted cash account shall only be authorized by the Joint Powers Board and the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure and post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico.

APPROVED, ADOPTED AND PASSED this 26th day of January, 2012.

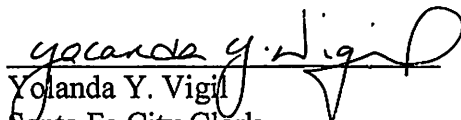
Santa Fe Solid Waste Management Agency:



Rosemary Romero
Chairperson

1/26/12
Date

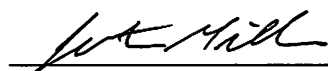
Attest:



Yolanda Y. Vigil
Santa Fe City Clerk

1-30-12
Date

Approved as to Form:



Justin W. Miller
Agency Attorney

1/26/12
Date

ATTACHMENT 3

Resolution 2005-3

RESOLUTION 2005- 3

ESTABLISHING A RESTRICTED CASH ACCOUNT AND RELATED LIABILITY ACCOUNT IN THE SANTA FE SOLID WASTE MANAGEMENT RECYCLING FUND TO PROVIDE FUNDS FOR FUTURE CLOSURE AND POST-CLOSURE CARE COSTS AT THE SANTA FE SOLID WASTE MANAGEMENT FACILITY KNOWN AS THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.

Whereas, the Santa Fe Solid Waste Management Agency is operating a solid waste management facility known as the Buckman Road Recycling and Transfer Station; and

Whereas, the post-closure care period of the Buckman Road Recycling and Transfer Station facility is expected to be at least one year; and,

Whereas, the Buckman Road Recycling and Transfer Station facility is designed and constructed to meet or exceed the Solid Waste Management Regulations of the State of New Mexico; and

Whereas, the Solid Waste Management Regulations require the owner or operator shall establish financial assurance for adequate closure and post-closure care for the facility; and,

Whereas, the cost for closure and post-closure is estimated to be \$78,000.00, seventy-eight thousand dollars, based on a cost summary provided by the facility's design engineers; and,

Whereas, the amount to be transferred in FY 2006 is \$78,000.00, seventy-eight thousand dollars,

BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD;

Section 1. That the Santa Fe Solid Waste Management Agency establish a restricted reserve cash account and related liability account in the Recycling Fund to be used solely to fund future closure and post-closure expenditures for the Buckman Road Recycling and Transfer Station facility.

Section 2. That each year the Santa Fe Solid Waste Management Agency shall include as part of its annual budget submittal, an amount to be appropriate for transfer into the restricted cash account with a related liability account for the unspent appropriation. Each year the transfer will be reviewed and adjusted to reflect any increases or decreases in the original cost estimate of \$78,000.00. This will build a fund sufficient to assure closure and post-closure care costs for the Buckman Road Recycling and Transfer Station facility by 2006.

Section 3. That withdrawals from the restricted cash account shall only be for the purposes of closure and post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico for the Buckman Road Recycling and Transfer Station facility.

Section 4. That withdrawals from the restricted cash account shall only be authorized by the Joint Powers Board and the secretary of the New Mexico Environment Department upon submission of adequate proof of work performed for closure or post-closure care as defined in the Solid Waste Management Regulations of the State of New Mexico.

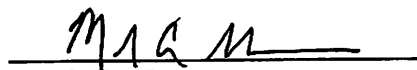
APPROVED, ADOPTED AND PASSED this 17th day of November, 2005.

Santa Fe Solid Waste Management Agency


Virginia Vigil, Chairperson

Date

Approved as to Form:


Mark Basham
Agency Counsel

11/11/05
Date

Attest


Valerie Espinoza
Santa Fe County Clerk

11/23/05
Date



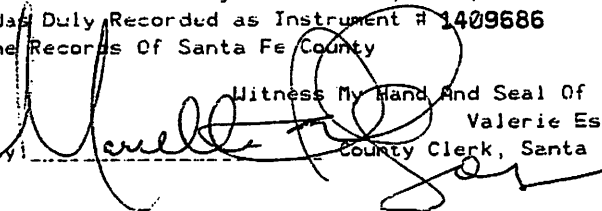
SIC CLERK RECORDED 11/30/2005



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE RESOLUTION
PAGES: 2

I Hereby Certify That This Instrument Was Filed for
Record On The 30TH Day Of November, A.D., 2005 at 08:10
And Was Duly Recorded as Instrument # 1409686
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy:  County Clerk, Santa Fe, NM