

CITY CLERK'S OFFICE

AGENDA

DATE 10-13-10 TIME 4:29

SERVED BY Randall Kippenbrack

REGULAR MEETING

RECEIVED BY [Signature]

SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD

OCTOBER 21, 2010
12:00 P.M.
LEGAL CONFERENCE ROOM
SANTA FE COUNTY COURTHOUSE
102 GRANT AVENUE
SANTA FE, NM

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Approval of Minutes

- (A) Regular Meeting - July 15, 2010.
- (B) Regular Meeting - September 16, 2010.

V. Matters from the Public

VI. Matters from the Executive Director

- (A) Request for Approval of Amendment No. 5 to Amend Professional Services Agreement with Long, Pound, & Komer, P.A. for Legal Services in the Amount of \$10,000.
- (B) Request for Approval of Amendment No. 1 to Amend Professional Services Agreement with SCS Field Services of Albuquerque, NM, for Operation & Maintenance for the Landfill Gas Collection System at the Caja del Rio Landfill in the Amount of \$35,000.
 - (1) Approval of Budget Increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the Amount of \$35,000.
- (C) Request for Approval to Upgrade WasteWorks Solid Waste Management Software to a SQL Server Platform.
 - (1) Approval of Budget Increase from 5500.100700.07000 (Cash) to be Apportioned Between 52501.530600 (Software), 52501.570850 (Capitalized Software), and 52501.570800 (Capitalized Data Processing) in the Total Amount of \$25,000.
- (D) Request for Approval of Final Closure/Post-Closure and Phase I/II Assessment Cost Estimates Report for the Caja del Rio Landfill.

SFC CLERK RECORDED 11/29/2010

- (E) Request for Approval of 2011 Meeting Calendar.
- (F) Update on Permanent Household Waste Collection Facility.
- (G) Update on Comprehensive Solid Waste Management Plan.
- (H) Update on BLM.
- (I) Update on Requests from the City of Espanola and Rio Arriba County.

VII. Matters from the Board

VIII. Next Meeting Date

IX. Adjournment

Anyone needing further information or requiring special needs for the disabled should contact Jodie Gonzales at (505) 424-1850, extension 120.

SUMMARY INDEX
 CITY AND COUNTY OF SANTA FE
 SOLID WASTE MANAGEMENT AGENCY
 REGULAR BOARD MEETING
 October 21, 2010

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved	1
<u>APPROVAL OF THE MINUTES:</u>		
REGULAR MEETING – JULY 15, 2010	Approved	2
REGULAR MEETING – SEPTEMBER 16, 2010	Approved	2
MATTERS FROM THE PUBLIC	Information/discussion	2-3
<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH LONG, POUND & KOMER, P.A., FOR LEGAL SERVICES IN THE AMOUNT OF \$10,000	Approved	3
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH SCS FIELD SERVICES OF ALBUQUERQUE, NM, FOR OPERATION & MAINTENANCE FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$35,000	Approved	3-5
REQUEST FOR APPROVAL OF BUDGET INCREASE FROM 5503.100700.07000 (LANDFILL GAS COLLECTION RESERVE) TO 52501.510300 (PROFESSIONAL SERVICES) IN THE AMOUNT OF \$35,000	Approved	3-5
REQUEST FOR APPROVAL TO UPGRADE WASTEWORX SOLID WASTE MANAGEMENT SOFTWARE TO A SQL SERVER PLATFORM	Approved	5-6
APPROVAL OF BUDGET INCREASE FROM 5500.100700.07000 (CASH) TO BE APPORTIONED BETWEEN 52501.530600 (SOFTWARE), 52501.570850 (CAPITALIZED SOFTWARE) AND 52501.570800 (CAPITALIZED DATA PROCESSING) IN THE TOTAL AMOUNT OF \$25,000	Approved	5-6

SFC CLERK RECORDED 11/29/2010

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
REQUEST FOR APPROVAL OF FINAL CLOSURE/POST-CLOSURE AND PHASE I/II ASSESSMENT COST ESTIMATES REPORT FOR THE CAJA DEL RIO LANDFILL	Approved	6
REQUEST FOR APPROVAL OF 2011 MEETING CALENDAR	Approved	6
UPDATE ON PERMANENT HOUSEHOLD WASTE COLLECTION FACILITY	Information/discussion	6-8
UPDATE ON COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN	Information/discussion	8-9
UPDATE ON BLM	Information/discussion	9
UPDATE ON REQUESTS FROM THE CITY OF ESPANOLA AND RIO ARRIBA COUNTY	Information/discussion/direction	9-11
MATTERS FROM THE BOARD	None	11
NEXT MEETING DATE – NOVEMBER 18, 2010		12
ADJOURNMENT		12

SFC CLERK RECORDED 1/29/2010

**MEETING OF THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
Legal Conference Room
Santa Fe County Courthouse
October 21, 2010**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Councilor Rosemary Romero, Chair, on Thursday, October 21, 2010, at approximately 12:00 noon, in the Legal Conference Room, Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Councilor Rosemary Romero, Chair
Commissioner Kathy Holian
Commissioner Harry Montoya
Councilor Ronald S. Trujillo
Commissioner Virginia Vigil
[Vacancy]

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA
L.B. West, Legal Counsel
Jody Gonzales, SWMA
Rita Fiore-Lucero, SWMA
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance

III. APPROVAL OF THE AGENDA

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

VOTE: The motion was approved on a voice vote, with Commissioner Vigil, Commissioner Holian and Councilor Trujillo voting in favor of the motion, none against and Commissioner Montoya absent for the vote.

IV. APPROVAL OF THE MINUTES:

(A) REGULAR MEETING – JULY 15, 2010

MOTION: Commissioner Vigil moved, seconded by Councilor Trujillo, to approve the minutes of the meeting of July 15, 2010, as presented.

VOTE: The motion was approved on a voice vote, with Commissioner Vigil, Commissioner Holian and Councilor Trujillo voting in favor of the motion, none against and Commissioner Montoya absent for the vote.

(B) REGULAR MEETING – SEPTEMBER 16, 2010

MOTION: Commissioner Vigil moved, seconded by Councilor Trujillo, to approve the minutes of the meeting of September 16, 2010.

VOTE: The motion was approved on a voice vote, with Commissioners Vigil and Councilor Trujillo voting in favor of the motion, no one voting against, Commissioner Holian abstaining, and Commissioner Montoya absent for the vote.

V. MATTERS FROM THE PUBLIC

Regina Wheeler, Director, Solid Waste Management Division, talked about the City's initiative to double recycling over the next year. She said Santa Fe is at 8% recycling, and the rest of the State averages 13%, noting Santa Fe ranks 13th in the State. She said they will be partnering with *The Santa Fe New Mexican*, and there will be a one page insert on the 3rd Thursday of each month, and the City will provide the content, noting participating businesses will be listed on the bottom. She said there will be an ad which will be broadcast and will be on the City's website, and there will be a Facebook link, and instructions for pledges on Recycling Day.

Commissioner Holian said she would urge the City to make a big deal out of the fact that when they go to the transfer station, the recycling is free and they can use the bag tags plus recycling to save a lot of money. She would like to get the message to the public that there is an alternative.

Commissioner Vigil asked where the City drop-off sites are located.

Ms. Wheeler said the City only has one, but it has BuRRT, noting the County has a lot of convenience centers, noting the drop-off sites tend to become trash bins.

Chair Romero said at the next Sustainable Santa Fe meeting, Mr. Kippenbrock will be talking about some different things as well as the recycling. She reminded the Committee that Camille

Bustamante brought up the idea of taking usable materials from the waste stream to create opportunities for small businesses, and there may be challenges, but she wants to keep this on the front burner as a way to encourage economic development.

Ms. Walker said if we are able to double recycling it definitely will create jobs.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

- (A) **REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH LONG, POUND & KOMER, P.A., FOR LEGAL SERVICES IN THE AMOUNT OF \$10,000.**

Commissioner Montoya arrived at the meeting

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 13, 2010, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

MOTION: Commissioner Montoya moved, seconded by Commissioner Holian, to approve this request.

DISCUSSION: Chair Romero said at the beginning of the discussions with BLM, Mr. Baker felt strongly that we needed the guidance of a natural resources expert which guided us through this process quite well, and she is supportive of the increase.

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

- (B) **REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO AMEND PROFESSIONAL SERVICES AGREEMENT WITH SCS FIELD SERVICES OF ALBUQUERQUE, NM, FOR OPERATION & MAINTENANCE FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$35,000.**

- (1) **REQUEST FOR APPROVAL OF BUDGET INCREASE FROM 5503.100700.07000 (LANDFILL GAS COLLECTION RESERVE) TO 52501.510300 (PROFESSIONAL SERVICES) IN THE AMOUNT OF \$35,000**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 13, 2010, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation.

MOTION: Commissioner Holian moved, seconded by Commissioner Montoya, to approve the request for approval of Amendment No. 1 to the Professional Services Agreement with SCS Field Services of Albuquerque, for operation and maintenance for the Landfill Gas Collection System at the Caja del Rio Landfill in the amount of \$35,000.

DISCUSSION: Commissioner Vigil how many flare emissions there are at the site.

Mr. Kippenbrock said there is only one major flare. He said the mandatory source testing showed that we meet the requirements with 99% destruction of the gas that flows through.

Responding to Commissioner Vigil, Mr. Kippenbrock said the flare is 30 ft. tall.

Commissioner Vigil said she has never noticed it.

Mr. Kippenbrock said it only flares at certain times, noting that it is a closed system and you should never be able to see it at any time. He said the system is run 3 days a week, 4:00 to 7:00 p.m., and he doesn't think it can be seen. He said it is located close to the pay station, just past the office. He said on the back side the only way you can see it is if you are driving toward State Forest land. He said the flare is 30 ft. tall and almost the same color as the power transmission lines, so you really have to be trained to look for it.

Commissioner Vigil asked what happens to the remaining 2% which is not destroyed.

Mr. Kippenbrock said this is based on the best technology which is the maximum "it can do."

Commissioner Vigil asked if methane is most of what is being discharged, and if there are plans to sell the methane.

Mr. Kippenbrock said it is about 50% methane, however the quantity is insufficient to get someone interested in purchasing the methane.

Chair Romero said this is a permitted activity which could go up to 40 feet, but in negotiations with the County, SWMA lowered it to 30 feet. She said it takes a tremendous amount of product to produce a usable amount of methane, and the more we recycle the less material we will have which produces methane. She said it would take a long time to create the kind of product which can be used in a productive way, such as in California.

Commissioner Vigil said she understands that, but she has constituents who are highly intelligent and well versed in these kinds of things, who are asking about this.

Mr. Kippenbrock said it also would require a second system through the existing system at a cost of about \$2 million. He said if sufficient methane is available, companies are willing to come in and build those systems for us, but the amount is insufficient to bring somebody in.

Responding to Commissioner Vigil, Mr. Kippenbrock said it is not feasible to capture the methane to pay off such a system. He said a white paper was done with the assumptions it would be between 100 and 300 CFMs, and it wouldn't pay for itself in 8-10 years, based on the white paper. He said there are companies on the East Coast or where there is a lot of rainfall that would be glad to put in such a system for the landfill. He said then you work out an agreement whereby they would sell the power back to PNM.

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

MOTION: Councilor Trujillo moved, seconded by Commissioner Holian, to approve the request for a budget increase from Landfill Gas Collection Reserve (5503.100700.07000) to Professional Services (52501.510300, in the amount of \$35,000.

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

- (C) REQUEST FOR APPROVAL TO UPGRADE WASTEWORX SOLID WASTE MANAGEMENT SOFTWARE TO A SQL SERVER PLATFORM.**
 - (1) APPROVAL OF BUDGET INCREASE FROM 5500.100700.07000 (CASH) TO BE APPORTIONED BETWEEN 52501.530600 (SOFTWARE), 52501.570850 (CAPITALIZED SOFTWARE) AND 52501.570800 (CAPITALIZED DATA PROCESSING) IN THE TOTAL AMOUNT OF \$25,000.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 14, 2010, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

Responding to Commissioner Vigil, Mr. Kippenbrock said this is the "bread and butter" software which collects information from the ticketing at both sides, and we do monthly billing with it. He said it is cumbersome on the reporting side, although if there is only one site, you could generate the needed reports for customers. He said it is now at the point where it could take 5-15 minutes to generate a report for a customer. The upgrade will do that in a matter of seconds.

Commissioner Vigil asked if this system will expedite what you're doing now.

Mr. Kippenbrock said yes. He said there may be additional features on billing where we can do adjustments, etc., but it is mainly on the reporting side to give us real data, real time at both sites. He said currently people are asking for particular reports, but he can print only a standard report. He said he has been using the system since 2005, and it is probably one of the top software companies which does solid waste software system, noting it is very user-friendly.

Responding to Commissioner Vigil, Mr. Kippenbrock said he believes this will be better for us and it is great on customer support, and we pay a quarterly fee of \$400 for that.

Councilor Trujillo asked if the software is compatible with Crystal Reports.

Mr. Kippenbrock said it is.

Councilor Trujillo said Crystal Reports is excellent, and he is glad it is compatible.

MOTION: Commissioner Holian moved, seconded by Councilor Trujillo, to approve the request to upgrade Wasteworks Solid Waste Management software to a SQL server platform.

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

MOTION: Commissioner Holian moved, seconded by Councilor Trujillo, to approve the budget increase from Cash (5500.100700.07000) to be apportioned between Software (52501.530600), Capitalized Software (52501.570850 and Capitalized Data Processing (52501.570800), in the total amount of \$25,000.

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

(D) REQUEST FOR APPROVAL OF FINAL CLOSURE/POST-CLOSURE AND PHASE I/II ASSESSMENT COST ESTIMATES REPORT FOR THE CAJA DEL RIO LANDFILL

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 15, 2010, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

MOTION: Commissioner Vigil moved, seconded by Commissioner Holian, to approve the request for approval of the Final Closure/Post-Closure and Phase VII Assessment Cost Estimates Report for the Caja del Rio Landfill.

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

(E) REQUEST FOR APPROVAL OF 2011 MEETING CALENDAR.

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 15, 2010, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

MOTION: Commissioner Vigil moved, seconded by Councilor Trujillo, to approve this request.

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

(F) UPDATE ON PERMANENT HOUSEHOLD WASTE COLLECTION FACILITY

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 15, 2010, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

Mr. Kippenbrock reviewed the proposed HHW site using an enlarged drawing of the area. A copy of the drawing is available from Mr. Kippenbrock. The estimate for construction remains \$400,000 to \$600,000, noting it is a broad estimate because we don't know how the bids will come in.

Mr. Kippenbrock noted the construction schedule is listed on page 116 of the Committee packet, noting it is hoped sign a 6 month construction contract in April 2011, with completion in summer 2011.

Chair Romero noted the City Public Utilities Committee has questions about the number of people who will be employed, but it is her understanding we will be using the existing staff.

Mr. Kippenbrock said currently there is one HHW handler, and several people have been trained in dealing with hazardous waste which will allow us to sort and handle materials. He said there is an existing building where they place the unknown items they can't classify, so he can call a chemist through the contractor, and once they come out, they can help us identify how the waste should be handled for disposal.

Councilor Trujillo said the question is will additional staff be needed, or will we utilize the existing FTEs.

Mr. Kippenbrock said one employee is designated as the HHW handler, noting we are looking at being open on Fridays and Saturdays. He said additional staff won't be necessary if we get everyone trained, although he would like additional people.

Chair Romero referred to the Great Santa Fe Paint-Out, for people who have been saving paints in their garages. She said neighbors have talked to her about their concerns and are looking forward to a facility where they can take household hazardous materials, rather than storing them. She said this will be a great benefit to the community, especially those who want to dispose of materials on a regular basis.

Commissioner Vigil what material we will be accepting as household hazardous materials.

Mr. Kippenbrock said the key is "household hazardous waste" from residences, and what they want to collect.

Commissioner Vigil said there is a lot of household hazardous wastes, and asked if they will accept things as small as a light bulb up to a microwave.

Mr. Kippenbrock said currently they accept electronic waste, mercury bulbs, computer wastes, ewastes, and this just expands what they will be accepting.

Commissioner Vigil asked about refrigerators and dishwashers.

Mr. Kippenbrock said dishwashers are an appliance and will be mixed with the scrap metal.

Commissioner Vigil said it would be good to have a list of items which will and will not be accepted.

SFC CLERK RECORDED 1/29/2010

Councilor Trujillo asked if they still charge \$10 for refrigerators, and Mr. Kippenbrock said yes because they have to remove the Freon, and will be a cost for the HHW facility as well .

Mr. Kippenbrock said it is believed the people will bring other trash at the time they bring household hazardous wastes.

Commissioner Holian asked if they will accept pharmaceuticals.

Mr. Kippenbrock said they are unable to accept pharmaceuticals, because we are not trained or licensed to accept that material. He said normally for a pharmaceutical drop off, law enforcement, pharmacists, etc, have to be involved. He said there was a pharmaceutical drop off day in Albuquerque recently, and we could work on something like that to look at who could dispose of that for us.

Chair Romero noted that she and Councilor Bushee sponsored a Resolution, which was adopted by the City Council two years ago, with regard to educating the public about disposing of pharmaceuticals, and she can provide that to the County. She said we need to do education on pharmaceutical disposal, and provide options.

Councilor Trujillo said this is one of the issues about which the Public Safety Committee is concerned, noting he is working with Chief Wheeler and they are looking at Albuquerque's program.

Chair Romero suggested if they come up with something, perhaps the City and County could sponsor a joint resolution.

Councilor Trujillo said they are working on this, and they should have something by the next Public Safety Committee meeting.

(G) UPDATE ON COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 15, 2010, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

Mr. Kippenbrock said the consultant Zia Engineering, will be presenting its draft plan to the Solid Waste Advisory Committee at its final meeting on November 10, 2010. He said once finalized it will be considered by this Board at the December 15th meeting, and subsequently by the City and County.

Commissioner Montoya asked the recommendations in the plan about expansion or adding other entities, as we discussed previously.

Mr. Kippenbrock said one of the recommendations is to accept out-of-county waste – primarily Rio Arriba County, San Miguel County, Taos County and Los Alamos County, noting there are no boundaries in the Espanola and Pecos area. The plan also recommends that the City and County revisit their

respective ordinances in terms of flow control to be sure that large projects and major haulers bring their waste to the landfill in support of recycling. He said we aren't looking for the small haulers, but if we could add 5 of the top 10 haulers plus the waste from large projects with an eye to recycling, it could add 10%. He said the plan will aggressively support out-of-county waste, particularly in those areas mentioned.

Mr. Kippenbrock asked the Board to bear in mind these are recommendations and cannot supercede the JPA, and still have to go through the City and County for approval to accept out-of-county waste.

(H) UPDATE ON BLM

Mr. Kippenbrock presented information regarding this matter from his Memorandum of October 15, 2010 to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "8." Please see Exhibit "8" for specifics of this presentation.

Chair Romero said she is pleased to see the categorical exclusion. She said we aren't doing anything we didn't do before, but the public doesn't understand the difference between the studies. It would be good to work with the BLM and be prepared for the public in that area which don't understand why we would get a CE. She said, quite possibly, residents could request an EA. She said it is just a caution as you are working with the BLM.

Mr. Kippenbrock said a CE is given to an entity when it is 50,000 tons or less.

Councilor Trujillo departed the meeting

(I) UPDATE ON REQUESTS FROM THE CITY OF ESPANOLA AND RIO ARRIBA COUNTY

A copy of an article from *The Santa Fe New Mexican*, titled "State: Espanola dump a health risk." A copy of the article is incorporated herewith to these minutes as Exhibit "9."

Mr. Kippenbrock said he spoke with Tomas Campos, Manager, Rio Arriba County, and Alice Lucero, Mayor of Espanola, as requested by this Board. He said the first meeting was a telephonic meeting with Mr. Campos about two weeks ago. He told him he would help him if something were to happen to the North Central Solid Waste Authority and he needed to use the Caja del Rio landfill.

Mr. Kippenbrock said he met Tuesday with Espanola City Manager Richard Lujan, because Mayor Lucero was not available. He said he met with him for about an hour and gave him a lot of information he can use.

Mr. Kippenbrock said, according to the news article [Exhibit "9"], Espanola is having a lot of trouble with its La Loma Transfer Station, which has been out of compliance. He said it wasn't designed to be a

large capacity facility, and the New Mexico Environment Department will be taking both the City of Espanola and the North Central Solid Waste Authority to court to bar use of La Loma Transfer Station.

Mr. Kippenbrock noted La Loma Transfer Station was closed on Tuesday, but is unsure whether it was closed for lunch, or because it received notice from NMED. He said both entities are interested in using our facility in the event that the North Central facility is dissolved for financial reasons, although he doesn't know the details. He said if we move in that direction, we will need to enter into an MOU for the Rio Arriba County area. He said Espanola doesn't collect trash, and would be hiring someone to do the collection. The downside is that whoever collects it would have to have an agreement to take it to Los Alamos County or take it to a waste management facility in the Albuquerque/Rio Rancho area.

Mr. Kippenbrock said he informed Espanola and Rio Arriba County that the rates would be the same and would not be discounted because they are further away. He said he also informed them we would need to enter into a JPA to provide services, subject to the approval of the City and County. He said we wouldn't be able to help them today because it requires approval of the City and County under our JPA.

Commissioner Vigil asked if there is a way to get approval to provide temporary assistance, commenting that they are looking at being shut down. She recommended that we look at this as a possibility.

Mr. Kippenbrock said when it was brought to the City previously, it was attached to the request from Los Alamos County.

Chair Romero said the City has some real concerns about accepting waste from Los Alamos County.

Mr. Kippenbrock said a new JPA, MOU or Resolution between SWMA and the City of Espanola and Rio Arriba County would have to be introduced, whatever approach is used.

Chair Romero said then the new agreement would include only Espanola and Rio Arriba County, and would not include Los Alamos County. Mr. Kippenbrock said this is correct.

Chair Romero asked if Rio Arriba County and North Central are two different entities.

Mr. Kippenbrock said North Central is a partnership with two Pueblos, the City of Espanola and Rio Arriba County, and at one time it included Los Alamos County.

Commissioner Holian asked how long it would take to move forward such an agreement if we decide it is a good thing, and asked if this Board would first adopt a Resolution, and then send it to the City and County for approval.

Mr. Kippenbrock said this is correct.

Chair Romero said it would have to go through the City Committee process – Public Utilities and Finance Committees – before it goes to the Council for consideration.

Commissioner Holian said the County could approve the agreement on an emergency basis.

Chair Romero said it will take longer for the City approval, and she would like to begin the process at the November meeting since it appears this is an emergency situation.

Commissioner Holian asked if there is any way SWMA could do this on an emergency basis.

Mr. L.B. West said he will look at the JPA to see if there is an emergency clause, or something like that, and he will let Mr. Kippenbrock know and he can advise the Board.

Commissioner Vigil said perhaps we should amend the JPA to deal with emergency situations.

Chair Romero said we need to look at the long term impacts of the situation with North Central, and she believes amending the JPA to deal with emergencies is another step in the process.

Mr. West asked how quickly it would take to amend the JPA.

Mr. Kippenbrock believes that would take longer.

Chair Romero agreed, saying however, she would explore how that would look with City staff and the City Attorney's Office.

Commissioner Montoya believes the County could get that done by the December meeting.

Commissioner Vigil would like the most expeditious way of doing this.

Chair Romero said the best way would be to act on existing language in the existing JPA, if any, to begin the process. She would like staff to prepare a Resolution for the November 2010 meeting, and she will meet with the City Attorney and staff to see what they think we can do. She does want to continue to stay in touch with the City of Espanola and Rio Arriba County.

Commissioner Montoya said North Central is applying for a \$700,000 loan to pay costs they have incurred, but he doesn't know the status of that. He suggested Mr. Kippenbrock follow-up in this regard.

VII MATTERS FROM THE BOARD

There were no matters from the Board.

VIII. NEXT MEETING DATE

Chair Romero said there will be a special meeting on December 16, 2010, but they are trying to move the meeting to Wednesday, December 15, 2010, noting she will be out of town on December 16th. Chair Romero said she will send out another email talking about meeting possibilities for that week.

Commissioner Vigil said if she's the only one who can't make it on December 15th, to leave the meeting on December 16th, and she will try to participate telephonically.

Chair Romero said the next regular meeting will be Thursday, November 18, 2010.

IX. ADJOURNMENT

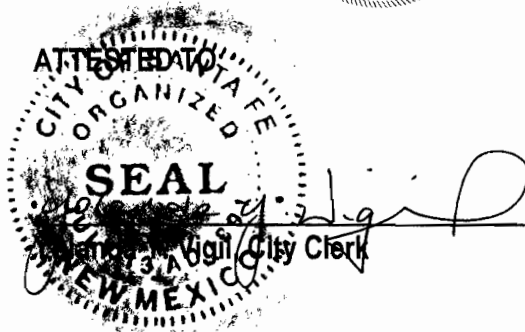
The meeting was adjourned at approximately 1:25 p.m.

APPROVED BY:



Rosemary Romero

Rosemary Romero, Chair



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
PAGE: 111

I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of November, 2010 at 10:56:00 AM
And Was Duly Recorded as Instrument # **1618082**
Of The Records Of Santa Fe County

SUBMITTED BY:

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

Melessia Helberg

Melessia Helberg, Committee Stereographer

SFC CLERK RECORDED 11/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 13, 2010
Subject: Request for Approval of Amendment No. 5 to Amend Professional Services Agreement with Long, Pound, & Komer, P.A. for Legal Services in the Amount of \$15,000.

BACKGROUND AND SUMMARY:

On January 18, 2007, the Board approved the Professional Services Agreement (PSA) with Long, Pound & Komer, P.A. of Santa Fe, NM in the amount of \$15,000 to provide legal services (RFP # 07/31/P).

On January 17, 2008, the Board approved Amendment No. 1 to extend the Agreement to June 30, 2008. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

On June 30, 2008, the Board approved Amendment No. 2 to extend the Agreement to June 30, 2009. The Board also approved the amendment to increase the Agreement in the amount of \$20,000 for a total not-to-exceed amount of \$35,000.

On June 18, 2009, the Board approved Amendment No. 3 to extend the Agreement to June 30, 2010.

On February 17, 2010, the Board approved Amendment No. 4 to extend the Agreement to January 18, 2011. The Board also approved the amendment to increase the Agreement in the amount of \$20,000 for a total not-to-exceed amount of \$55,000.

Amendment No. 5 will increase the Agreement in the amount of \$15,000 for a total not-to-exceed amount of \$70,000 to oblige for legal expenses related to BLM and future services.

Funding is available in line item 52501.510200 - Legal Services. Legal services is budgeted at \$20,000 for FY-11.

ACTION REQUESTED:

Staff requests that the Board approve Amendment No. 5 of the Professional Service Agreement with Long, Pound, & Komer, P.A. for legal services.

SEC CLERK RECORDED 11/29/2010

Attachments: Professional Services Agreement - Amendment No. 5
Professional Services Agreement - Amendment No. 4
Professional Services Agreement - Amendment No. 3
Professional Services Agreement - Amendment No. 2
Professional Services Agreement - Amendment No. 1
Professional Services Agreement

M:\Memo\Memo101310.2.wpd

SEC CLERK RECORDED 1/29/2014

ATTACHMENT

Professional Services Agreement - Amendment No. 5

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
PROFESSIONAL SERVICES AGREEMENT
(Legal Services)**

This AMENDMENT No. 5 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 18, 2007 (the "Agreement"), and amended on January 17, 2008, June 30, 2008, June 18, 2009 and February 17, 2010, is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is amended to define the term of the Agreement, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered a sum of SEVENTY THOUSAND AND NO CENTS (\$70,000.00), inclusive of gross receipts taxes.

SFC CLERK RECORDED 11/29/2010

SFC CLERK RECORDED 1/29/2018

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

- Nancy R. Long.....\$150.00
- John B. Pound.....\$150.00
- Mark E. Komer.....\$150.00
- Mark T. Baker.....\$140.00
- Little V. West.....\$130.00
- Jennifer Attrep.....\$130.00
- Vicki R. Marco (paralegal)...\$ 75.00

C. 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.

D. 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.

E. Detailed statements containing reimbursement expenses shall be itemized.

2. **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. 5 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Rosemary Romero
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

LONG, POUND & KOMER, P.A.:

Mark E. Komer

Date:

APPROVED AS TO FORM:



Jeremy Jones
Attorney

9/8/2011

Date:

SOMMER, UDALL, SUTIN, HARDWICK & HYATT, P.A.

SFC CLERK RECORDED 11/29/2011

ATTACHMENT

Professional Services Agreement - Amendment No. 4

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
PROFESSIONAL SERVICES AGREEMENT
(Legal Services)

This AMENDMENT No. 4 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 18, 2007, January 17, 2008, June 30, 2008 and, June 18, 2009 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is amended to define the term of the Agreement, so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered a sum of FIFTY FIVE THOUSAND AND NO CENTS (\$55,000.00), inclusive of gross receipts taxes.

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

- Nancy R. Long.....\$150.00
- John B. Pound.....\$150.00
- Mark E. Komer.....\$150.00
- Mark T. Baker.....\$140.00
- Little V. West.....\$130.00
- Vicki R. Marco (paralegal).....\$ 75.00

C. 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.

D. 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.

E. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Terms 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:

C. This Agreement shall be effective when signed by the Agency and shall terminate on January 18, 2011, unless terminated sooner pursuant to Article 6 below.

D. 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 the Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

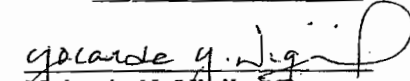
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Professional Services Agreement as of the dates set forth below.

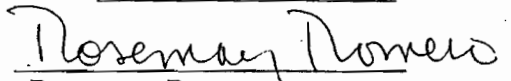
SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

ATTEST:

Date: 3-3-10

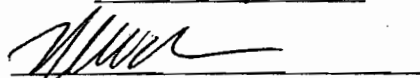

Yolanda Y. Vigil
Santa Fe City Clerk

Date: 2-17-10


Rosemary Romero
Chairperson

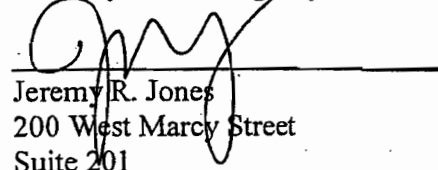
LONG, POUND & KOMER, P.A.:

Date: 2-18-10


Mark Komer Esq.

APPROVED AS TO FORM:

SOMMER, UDALL, SUTIN, HARDWICK & HYATT, P.A.
Attorneys for the Agency


Jeremy R. Jones
200 West Marcy Street
Suite 201
Santa Fe, NM 87501

REC CLERK RECORDED 1/29/2010

ATTACHMENT

Professional Services Agreement - Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
(Legal Services)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 18, 2007 (the "Agreement"), and amended on January 17, 2008 and June 30, 2008, is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, Terms 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 shall terminate on June 30, 2010, unless terminated sooner pursuant to Article 6 below.
- 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

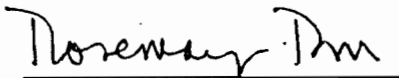
can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

2. AGREEMENT IN FULL FORCE

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

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

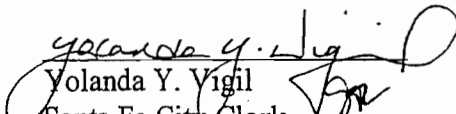
SANTA FE SOLID WASTE
MANAGEMENT AGENCY:



Rosemary Romero
Chairperson

6/18/09
Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

LONG, POUND & KOMER, P.A.:



Mark E. Komer

6-23-09
Date:

APPROVED AS TO FORM:



Brian Egolf
The Egolf Law Firm, LLC

June 9, 2009
Date:

ATTACHMENT

Professional Services Agreement - Amendment No. 2

SFC CLERK RECORDED 1/29/2014

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
(Legal Services)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 18, 2007 (the "Agreement"), and amended on January 17, 2008, is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. COMPENSATION

Article 3, Compensation of the Agreement is amended so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered a sum of Thirty-Five Thousand Dollars and No Cents (\$35,000.00), inclusive of gross receipts taxes.
- B. The Contractor will bill the Agency in 0.10 billing units at the following hourly rates:

Nancy R. Long.....\$150.00
 John B. Pound.....\$150.00
 Mark E. Komer.....\$150.00
 Mark T. Baker.....\$140.00
 Little V. West.....\$130.00
 Vicki R. Marco (paralegal).....\$ 75.00

C. 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.

D. 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.

E. Detailed statements containing reimbursement expenses shall be itemized.

2. TERM AND EFFECTIVE DATE

Article 5, Terms 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 shall terminate on June 30, 2009, unless terminated sooner pursuant to Article 6 below.
- 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 the Contractor and approved by the Joint Powers Board.

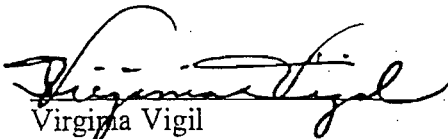
SFC CLERK RECORDED 1/29/2010

3. AGREEMENT IN FULL FORCE

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

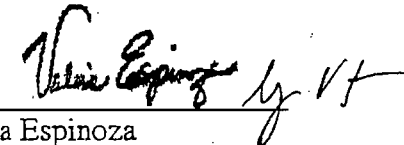
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Professional Services Agreement as of the dates set forth below:

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:


Virginia Vigil
Chairperson

6-30-08
Date:

ATTEST:

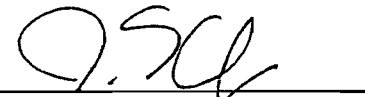

Valeria Espinoza
Santa Fe County Clerk

LONG, POUND & KOMER, P.A.:


Mark E. Komer

6-30-08
Date:

APPROVED AS TO FORM:


Justin R. Kaufman
Hinkle, Henley, Shanor & Martin, L.L.P.

6/14/08
Date:

ATTACHMENT

Professional Services Agreement - Amendment No. 1

SFO CLERK RECORDED 11/29/2018

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
(Legal Services)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 18, 2007 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound, & Komer, P.A. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide legal services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

Article 5, Terms 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 shall terminate on June 30, 2008, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not

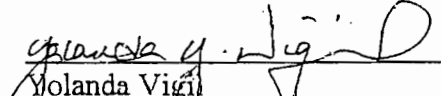
exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

2. AGREEMENT IN FULL FORCE

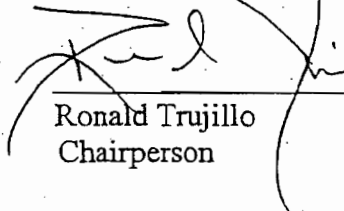
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

ATTEST:

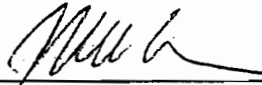

Yolanda Vigil
Santa Fe City Clerk
mcm

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Ronald Trujillo
Chairperson

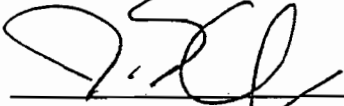
Date: 01-17-08

LONG, POUND, & KOMER

By: 
Mark. E. Komer

Date: 01-30-08

APPROVED AS TO FORM:


Justin R. Kaufman
Hinkle, Henley, Shanor & Martin, L.L.P.

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(Legal Services - 2007)

THIS AGREEMENT is made and entered into by and between the Santa Fe Solid Waste Management Agency (the "Agency") and Long, Pound, & Komer, P.A. (the "Contractor") for legal services as described below. The date of this Agreement shall be the date when it is executed by the Agency.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the Agency:

- A. The Contractor shall provide legal services to the Santa Fe Solid Waste Management Agency. These services will cover, but are not limited to, the following general issues and areas: review contracts and agreements; organizational powers, duties; employment and personnel issues; organized labor negotiations; liability issues; public policy review; representation of the Agency before all federal and state courts and governmental agencies.
- B. Contractor shall upon request attend Solid Waste Joint Powers Board meetings and when appropriate the BCC and City Council meetings.
- C. Contractor shall provide litigation representation that is not covered by insurance.
- D. Contractor has experience in the following relevant areas:
- Government Contracts
 - Union Contract
 - Injury and Tort Law

SFC CLERK RECORDED 1/29/2018

- Labor and Employment Law
- Environmental Law
- Construction Law
- Corporate Law
- Property Law & Real Estate Law

2. STANDARD OF PERFORMANCE: LICENSES

A. The Contractor represents that Contractor possesses the personnel experience and knowledge necessary to perform the services described under this Agreement,

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

3. COMPENSATION

A. The Agency shall pay to the Contractor in full payment for services rendered, including applicable gross receipts taxes. The firm will bill in 0.10 billing units at the following hourly rates:

Nancy R. Long:	\$130.00
John B. Pound	\$130.00
Mark E. Komer	\$130.00
Erika E. Anderson	\$125.00
Mark T. Baker	\$125.00
Vicki R. Marco	\$ 65.00

REC'D BY FAX RECORDED 1/29/2018

B. 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.

C. 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.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Agency, this Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the Agency and terminate on January 18, 2008, unless terminated sooner pursuant to Article 6 below. This contract can be extended for three (3) additional years.

6. TERMINATION

A. This Agreement may be terminated by the Agency upon 10 days written notice to the Contractor. In the event of such termination:

(1) The 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 under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then 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. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefit afforded to employees of the Agency as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by Contractor in the performance of the services under this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made

STP CLERK RECORDED 11/29/2018

available to any individual or organization by the Contractor without the prior written approval of the Agency.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performances of this Agreement no person having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

SFC CLERK RECORDED 1/29/2014

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency, with limits of coverage in the aggregate maximum amount which the Agency could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. The Contractor shall furnish the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance required by law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence of its compliance with such requirement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employee's agents, representatives and subcontractors, including payments of all attorneys' fees and costs.

14. 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 the Contractor

NO OTHER RECORDS/2018

No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

15. RECORDS AND AUDIT

The 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 Department of Finance and Administration, 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 illegal payments.

16. 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, the 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.

17. AMENDMENT

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

18. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

19. 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 services by Contractor hereunder, 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.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. 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:

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

Long, Pound & Komer, P.A.
2200 Brothers Road
P.O. Box 5098
Santa Fe, NM 87502-5098

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

APPROVED AS TO FORM:

M J A M

SANTA FE SOLID WASTE
MANAGEMENT AGENCY

Virginia Vigil

VIRGINIA VIGIL,
SFSWMA CHAIRPERSON

DATE: 1/18/06

ATTEST:

Valerie Espinoza
VALERIE ESPINOZA
COUNTY CLERK



LONG, POUND & KOMER, P.A.:

By:

Mark E. Komer
MARK E. KOMER

DATE: 1-22-07

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 13, 2010
Subject: Approval of Amendment No. 1 to Agreement with SCS Field Services of Albuquerque, NM, for the Operation and Maintenance of the Landfill Gas Collection Services System at the Caja del Rio Landfill in the Amount of \$35,000.

BACKGROUND AND SUMMARY:

On February 17, 2010, the Joint Powers Board approved RFP #10/14/P to SCS Field Services of Albuquerque, NM, for the operation and maintenance of the landfill gas collection system (GCCS) at the Caja del Rio Landfill in the amount of \$116,275.32.

The operation and maintenance consists of the following tasks:

1. review of all pertinent documents associated with operation and maintenance of the gas collection system and startup parameters and well data obtained to date;
2. routine monitoring of the 15 extraction wells, flare, and surface emissions;
3. non-routine services consist of repair and replacement of equipment that can be scheduled in advance, and;
4. non-routine emergency services when conditions require immediate response and the restoration of GCCS operations.

The landfill gas collection system began operation on March 25, 2010, and ran continuously until the latter part of May, when the system began shutting down due to low gas flow. The flare has a 900 cubic feet per minute capacity, and is currently operating between 65 and 90 cubic feet per minute. SCS Field Services has since been modifying the flare and operating the system on a timer which allows it to be operated intermittently. The flare passed a mandatory source test on September 1, 2010.

The non-routine services portion of the contract has been extensive due to start-up and on-going maintenance of the GCCS. Previous work entailed the modification of a thermocouple location and blinding off two of four burners on the flare. Future work includes winterizing a condensate pump, installation of a sump for water removal in the condensate containment area, and repair of condensate sump No. 3. Additional funds are required to continue to provide non-routine services in Tasks 3 and 4 of the Agreement.

Amendment No. 1 will increase the Agreement in the amount of \$35,000 for a total not-to-exceed amount of \$151,275.32. Funding is available via budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services).

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 1 to the Agreement with SCS Field Services of Albuquerque, NM, for operation and maintenance of the landfill gas collection system at the Caja del Rio Landfill in the amount of \$35,000.

The Agency also requests approval of a budget increase from 5503.100700.07000 (Landfill Gas Collection Reserve) to 52501.510300 (Professional Services) in the amount of \$35,000.

- Attachments: 1) Budget Adjustment Request
2) Professional Service Agreement – Amendment No. 1
3) Professional Service Agreement

M:\Memo\Memo101310.1.docx

SFC CLERK RECORDED 11/29/2018

ATTACHMENT 1
Budget Adjustment Request

ATTACHMENT 2

Professional Service Agreement Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
(GCCS Operation and Maintenance Services)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 17, 2010 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Field Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide operation and maintenance services for the landfill gas collection and control system (GCCS) of the Caja del Rio Landfill.

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

1. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty Five Thousand Dollars and No Cents (\$35,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Fifty One Thousand Two

SFC CLERK RECORDED 11/29/2010

Hundred Seventy Five Dollars and Thirty Two Cents (\$151,275.32), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$116,275.32
AMENDMENT NO. 1	\$35,000.00
CONTRACT TO DATE	\$151,275.32

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

2. 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 Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

REC'D CLERK RECORDED 12/29/2018

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Rosemary Romero
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

SCS FIELD SERVICES:

Ron Wilks
Vice President

Date:

APPROVED AS TO FORM:

Mark T. Baker
Agency Attorney

Date:

SFC CLERK RECORDED 11/29/2018

ATTACHMENT 3
Professional Service Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Engineers, Albuquerque, NM, ("the Contractor") for OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL (RFP #10/14/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor a sum not to exceed One Hundred Sixteen Thousand Two Hundred Seventy-five Dollars and Thirty-Two Cents (\$116,275.32) including applicable New Mexico gross receipts tax, broken down

SFC CLERK RECORDED 11/29/2018

as follows:

Fee for Professional Services.....	\$ 109,163.00
New Mexico Gross Receipts Tax	\$7,112.32
Total.....	\$ 116,275.32

B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.

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

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 Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on February 17, 2011, unless it is terminated sooner pursuant to Article 6 below.

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

SFC CLERK RECORDED 11/29/2010

years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

6. TERMINATION

The Agency may terminate this Agreement upon 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.
- 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

SEC CLERK RECORDED 11/29/2014

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 comprehensive general liability insurance of \$1,050,000 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 cancelled 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 section as a condition of entering into this Agreement.

B. Contractor shall also obtain 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,050,000 per occurrence.

STC CLERK RECORDED 1/29/2018

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 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

2025 RELEASE UNDER E.O. 14176

rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the

SFC CLERK RECORDED 1/29/2014

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

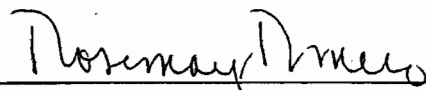
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. Ron Wilks
Vice President
SCS Field Services
1901 Central Drive, Suite 550
Bedford, TX 76021

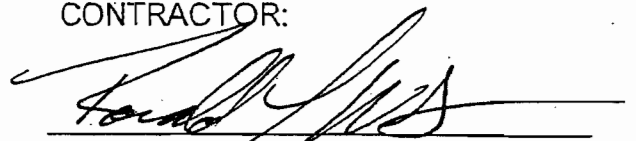
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

AGENCY:



Rosemary Romero
Chairperson

CONTRACTOR:



Ron Wilks
SCS Field Services

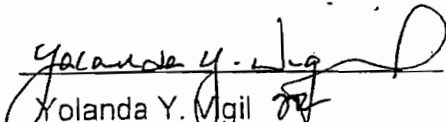
SFC CLERK RECORDED 11/29/2018

DATE: _____

DATE: 2-17-10


ATTEST:

NM Taxation & Revenue CRS No.
02-483917-00-5


Yolanda Y. Vigil
City Clerk

City of Santa Fe Business
Registration No. 09-04412

APPROVED TO FORM:


Mark T. Baker
Agency Attorney

SFC CLERK RECORDED 1/29/2010

EXHIBIT A

Scope of Work

SFC. UENR RECORDED 11/29/2018

SCS FIELD SERVICES

January 19, 2010
SCS Proposal No. 07196209

Mr. Randall Kippenbrock, Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506

Re: Proposed Scope and Fee Santa Fe Solid Waste Management Agency RFP # '10/14/P
at the Caja Del Rio Landfill, Santa Fe, New Mexico – OM&M Services for GCCS

Dear Mr. Kippenbrock:

SCS Engineers is pleased to present this proposed scope, schedule, cost, and fee schedule for RFP #'10/14/P. These proposal documents have been prepared based on communications with the Santa Fe Solid Waste Management Agency (SFSWMA) and your office and conform to the proposal provided to you December 30, 2009. We have organized the documents as follows for insertion into your standard contract form:

- Exhibit A – Scope of Work and Schedule;
- Exhibit B – Cost of Routine Services
- Exhibit C – Non-Routine Services Fee Schedule.

It should be noted that the attached fee schedule is adjusted annually by SCS Field Services. We have not reflected increases for any sequent years. We would like the opportunity to adjust our rates, if needed, on a yearly basis. We very much look forward to this exciting project. Please do not hesitate to contact us with any questions.

Sincerely,



Marcia Pincus, P.E.
Project Manager
SCS Field Services



Ron Wilks
Vice President
SCS Field Services

MP/RW

cc: Randy Watkins, SFSWMA
Kathlene Ewing, SCS-FS

SCS CLERK RECORDED 1/29/2010

EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK

Project and Landfill Description

SFSWMA needs operation and maintenance (O&M) services for a landfill gas collection system at the Caja del Rio Landfill. The Caja del Rio Landfill, opened in 1997, occupies an area of approximately 430 acres of which approximately 78 acres are permitted through the New Mexico Environment Department for disposal of solid waste. SFSWMA submitted a New Source Performance Standard (NSPS) Tier 2 Report to the New Mexico Environmental Department (NMED) on October 15, 2007 stating that the landfill's Non-Methane Organic Compound emission rate was in excess of 50 Megagrams (mg) per year. This triggered landfill gas collection and control system requirements for the landfill. Under these regulations, operation of the GCCS must begin on April 10, 2010.

Currently SFSWMA is constructing phase one of a landfill gas collection system at the Caja del Rio Landfill. The system consists of 15 vertical LFG extraction wells and wellheads, below-grade LFG header and lateral piping, a condensate management system, and an enclosed John Zink flare Model Number ZTOF. The flare is an approximate 900 scfm unit, which is approximately 30 feet tall.

The Caja Del Rio Landfill is subject to New Source Performance Standard (NSPS) collection and control requirements. As such, the landfill gas collection and control system (GCCS) must operate under specific NSPS requirements, in addition to EPA's final rule requirements for greenhouse gas emissions reporting. The 15 LFG wells need to be monitored and adjusted to meet the compliance requirements of NSPS, as well as the collection of specific data for greenhouse gas emissions reporting as required by regulations 40 CFR 98.

Scope of Work

- Task 1 – Review of the GCCS Design Plan; O&M Manual for the flare station; the Startup, Shutdown and Malfunction (SSM) Plan; and GCCS startup parameters and well data obtained to date.
- Task 2 – Provide routine wellfield and blower flare station monitoring services including continuous and/or weekly monitoring of greenhouse gases.
- Task 3 – Provide non-routine wellfield and blower flare station monitoring services.
- Task 4 – Provide non-routine emergency wellfield and blower flare station services.

Task 1 – Review GCCS Design Plan; O&M Manual for the Blower Flare Station; SSM Plan; and GCCS Startup Parameters and Well Data

SCS will initially review all pertinent documents associated with OM&M of the GCCS, including documentation that is relevant to the operation of the GCCS under NSPS and

8182/62/11000001/29/2010

Mr. Randall Kippenbrock
January 19, 2010
Page 3

greenhouse gas (GHG) emissions reporting requirements. Review of the following documents is proposed:

- GCCS Design Plan.
- As-built drawings of the GCCS.
- Startup, Shutdown, and Malfunction (SSM) Plan.
- O&M Plan for the Zink Blower Flare Station (BFS) Model No. ZTOF and the Siemens Ultramat 23 gas analyzer model 7MB2337-3DR10-5CR1.
- Wellfield and BFS startup data.
- Greenhouse gas monitoring requirements as specified by the engineer

The GCCS Design Plan specifies any agreed-upon alternatives to the normal NSPS parameters that are granted to the site's GCCS. These parameters assist in determining how the wellfield will be adjusted, and which parameters are pertinent for meeting regulatory requirements. In addition, the GCCS Design Plan contains other pertinent data such as the proposed route to be taken to perform surface emissions monitoring (SEM), which determines if the wellfield has been adjusted properly and is effective in controlling LFG emissions through the surface of the landfill.

The as-built drawings will be reviewed to assure that field staff understands where all wellfield features are located and how they can be accessed, as well as how these features were designed for future maintenance and troubleshooting. Locations/sizes of extraction wells, isolation valves, condensate sumps/pumps, blind flanges, and header and lateral lines need to be reviewed to assure understanding of the operation of the entire GCCS.

Review of the SSM Plan will be reviewed so field staff can comply with NSPS parameters for startups/shutdowns and malfunction of GCCS equipment. This plan defines how each situation (startup, shutdown, and malfunction) must be handled and documented so that regulatory requirements are met. Information obtained under the guidance of the SSM Plan is submitted in a semi-annual report that is filed with the New Mexico Environment Department Air Quality Bureau.

Review of the John Zink BFS equipment manual helps to familiarize field staff with the equipment comprising the BFS, and the maintenance schedules and methods used to ensure that the equipment operates efficiently thus increasing the life of the equipment and the BFS. The Siemens' Ultramat 23 gas analyzer model 7MB2337-3DR10-5CR1 technical manual will also be reviewed so field staff become familiar with O&M of this equipment and any maintenance requirements that may be needed. After review of these technical manuals, SCS will compile a list of equipment/components that will need periodic maintenance and calibration along with their associated time intervals. This list will be provided to SFSWMA.

Mr. Randall Kippenbrock

January 19, 2010

Page 4

A brief review of wellfield extraction wells and BFS data will be performed to determine how the wellfield is operating to date (startup data), and how the extraction wells have reacted to the set BFS parameters. The wellfield system review will aid in an understanding of how/what adjustments can be performed so that the wellfield is not "overpulled" or "underpulled." Familiarity with the system data collected to date will also ensure: that not too much air is being introduced into the wellfield (resulting in possible subsurface fire), that regulatory NSPS parameters are being met, and that further adjustments to the wellfield or the BFS should be performed, if necessary.

Review of greenhouse gas (GHG) monitoring requirements as specified by the engineer provides guidance on what must be performed at the BFS to meet regulatory requirements related to GHG emissions reporting. Field staff will review this information/document(s) to make sure all requirements of the specifications are being met.

Task 2 –Routine Services

As required by the Scope of Services, the wellfield be will monitored on a twice-monthly basis. Based on this requirement, SCS proposes that the first reading of the month occur during the first week of the month and that the second reading occur approximately 15 days after the first wellfield monitoring event (or prior to 15 days if there is a NSPS parameter exceedance for an extraction well). During these visits, routine services for the wellfield will involve:

- Monitoring and adjusting the 15 extraction wells so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec Gem 2000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS guidelines. Initial reading and adjusted readings, for each well and the BFS, will be stored in the GEM 2000 for future upload to an electronic data file.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, less than zero pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance

SEC CLERK RECORDED 1/29/2010

Mr. Randall Kippenbrock

January 19, 2010

Page 5

with the NSPS requirement stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. This 15 day reading will be coordinated with the second wellfield routine service event.

SCS will record at the BFS all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made.
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made.
- Vacuum pressures and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.
- Arrestor and knockout port differential pressures.
- Flare flow and total flow prior to and after wellfield adjustments have been made.
- Blower operating the GCCS at the time of the visit.
- Other pertinent data required to maintain good operating conditions for the BFS, and as required by the manufacturer.

On a semi-monthly basis, SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping.
- Unusual noise/vibrations/functions.
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services, as recommended by John Zink for the flare, blower, and associated equipment, will also be performed. Maintenance for the BFS will include, but not be limited to:

- Lubrication of the blowers (quarterly basis or sooner if required by manufacturer) at bearing locations and other locations required by manufacturer.
- Periodic switching of the blowers (monthly basis).
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise).

SFC CLERK RECORDED 1/29/2010

Mr. Randall Kippenbrock

January 19, 2010

Page 6

- Checking that the continuous recorder is functioning properly (semi-monthly basis).
- Recording propane tank levels and advising landfill staff of levels (semi-monthly basis).
- Proper functioning of the Variable Frequency Drive (VFD) (monthly basis).
- Proper functioning of the control panel and electronics (monthly basis).
- Other maintenance items as required by the John Zink O&M Manual for BFS (time interval varies by equipment and manufacturer).
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis).
- Flame arrestor cleaning (typically annually or as required by manufacturer).
- Thermocouple testing (quarterly or as required by manufacturer) and cleaning, as required.
- UV scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary.
- Igniters inspection (quarterly or as required by manufacturer) and cleaning, as required.
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repair performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel or other location as required by SFSWMA staff. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SWSWMA and their designated agents. All collected data collected from the wellfield, BFS, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the 15th day of the following month. All SSMs that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to SFSWMA.

Mr. Randall Kippenbrock

January 19, 2010

Page 7

SCS's approach to providing routine services is to collect data pertaining to the BFS prior to making wellfield adjustments. This allows field staff to determine if the BFS is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the BFS is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum from the BFS. Wells would be "overpulled" as a result of this higher vacuum. If this condition ("overpulling") is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is could be more time spent at the site if there are no problems at the BFS, but this time would be offset if there were problems at the BFS and they were not taken care of prior to wellfield adjustments.

After the BFS is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed HDPE piping.

SCS will plan to do wellfield tuning and adjustments during the morning hours. We have found that most extraction wells in southwest arid regions show compliance with NSPS parameters during this early period of the day. We feel this timing of the wellfield readings is advantageous because it is the best time to ascertain the efficiency of the wellfield. SCS believes there is no disadvantage to performing the readings during this time of day and actually allows us the remainder of the day to perform maintenance and repair of equipment, if needed.

Once the wellfield is read, the technician will then return to the BFS and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the BFS, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

SCS is aware that the Caja del Rio Landfill and its GCCS is subject to the new greenhouse gas emissions report. Due to this new regulation, greenhouse gas emissions must be collected either with a continuous gas analyzer or by weekly collection of methane concentrations, temperature and pressure. SCS is prepared to assist SFSWMA with either installing a continuous gas analyzer or provide field staff on a weekly basis (during weeks SCS is not at the landfill tuning the wellfield) to collect the required data.

SCS will install the Siemens Ultramat 23 gas analyzer Model 7MB2337-3DR10-5CR1 as soon as we receive notice to proceed from SFSWMA to install the unit. The Siemens Ultramat 23

SFC CLERK RECORDED 1/29/2010

Mr. Randall Kippenbrock

January 19, 2010

Page 8

will be installed in a weatherproof control panel with temperature conditioning equipment and assorted control valves and solenoids to allow for automated sampling and calibration. This equipment will be equipped with an oxygen sensor. In addition, SCS field staff will have the output from the gas analyzer added to the GCCS's digital chart recorder. Once the gas analyzer is mounted and connected to the recorder, SCS field staff will test the unit, calibrate if necessary, and test the digital recorder connection to ensure the unit is working properly and is recording the necessary data for the emissions inventory. SCS is aware the unit must be in-place and functional by no later than March 31, 2010.

If SFSWMA chooses not to install the gas analyzer or there is a delay in obtaining the Siemen's Ultramat 23, SCS is prepared to include additional monitoring events to collect weekly landfill gas methane, temperature, and pressure measurements as required by 40 CFR 98. SCS will collect this information weekly in conjunction with routine services and during weeks where no routine service is being performed; however, SCS will coordinate the weekly methane monitoring when we are at the site for non-routine services, when they are required, to keep our visits to the site at a minimum.

All data collected relative to the greenhouse gas emissions reporting will be added to the monthly GCCS report in a format that can be easily accessed to add to continuous data. Electronic copies of the collected data will be submitted to SFSWMA within 48 hours of collection of the data.

Optional Task 2A – Liquid Level Measurements

Additional routine services for consideration by SFSWMA, involve obtaining liquid level measurements in the extraction wells to determine if condensate/fluids are blocking well perforations. The purpose of obtaining these measurements is to ensure good gas flow and quality in each extraction well. SCS recommends that this routine service be performed on a semi-annual basis. In order for SCS to complete this work, we would disconnect the wellhead from the lateral and use a water level meter to find any fluids in the extraction well. A table of well depths, depths to fluids, top of casing, and other pertinent data will be documented and provided to SFSWMA for their records. Any fluids found in the well that are a concern to SCS will be discussed with SFSWMA and recommendations to SFSWMA on how to handle these fluids will be advised.

Optional Task 2B – Surface Emissions Monitoring

An additional item for consideration by SFSWMA is quarterly surface emissions monitoring (SEM). SCS can perform these events using a TVA-1000A flame detector. The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age—in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The TVA-1000A would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm.

Mr. Randall Kippenbrock

January 19, 2010

Page 9

Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated in 30 days. SCS would perform this service during one of the semi-monthly wellfield tuning/adjustment events. After the 30-day re-check and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Part of the routine services will involve installation of a continuous gas monitoring device, or possible weekly readings until the continuous gas monitoring device is installed. A description of this routine service is discussed in Task 5.

Task 3 –Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells on line. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. Special assignments, such as engineering, system design, studies, plans/drawings, and various services related to LFG recovery and efficiency, fall into the category of non-routine services. These special assignments will be authorized and prioritized by SFSWMA.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication, SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visit to the site (i.e. during a semi-monthly wellfield tuning event or weekly GHG monitoring, if occurring). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

STC CLERK RECORDED 11/29/2010

Mr. Randall Kippenbrock
January 19, 2010
Page 10

Repair/replacement of any HDPE pipe will be performed by Secor. SCS will contact Secor about any repair/replacement issues and obtain a scope of work and estimated costs for the work. SFSWMA will be provided this information, prior to Secor coming to the site, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA the repair work will be scheduled. SCS will oversee the work performed by Secor. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs at a minimum.

Task 4 – Non-routine Emergency Services

SCS can provide non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, staff from our Albuquerque office can respond to these emergencies 7 days a week. SCS recommends that our Project Manager be notified by the callout dialer directly (the auto dialer has the ability to have several phone numbers stored in its memory), so she can respond quickly during shutdown and/or alarms events. We have provided such services for other clients in similar situations.

During an emergency event, the Project Manager and/or other Albuquerque staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures, as stated in Task 2 and 3 above.

Schedule

Attached below is a table which depicts the proposed schedule in a six month period. We anticipate the six month period depicted will repeat itself every six months, etc. Where noted for one time events, such as the installation of the Siemens Ultamax 23 we have shown the task only once and as a one time event.

SFC CLERK RECORDED 1/29/2010

City of Santa Fe
Santa Fe Solid Waste Management Agency

Operation and Maintenance Services for a Landfill Gas Collection and Control System

Proposed Work Schedule (based on a typical six month period)

TASK NO.	DESCRIPTION	PRE-FIELDWORK	MONTH 1		MONTH 2		MONTH 3		MONTH 4		MONTH 5		MONTH 6	
			1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week	1st Week	3rd Week
1	Review: GCCS Design Plan; O&M Manual for the Blower Flare Station; SSM Plan; and GCCS Startup Parameters and Well Data.	x x x x												
2	Provide Routine Wellfield and Blower Flare Station O&M Services		Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Provide quarterly maintenance.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th	Collect Wellfield readings and record BFS data. Provide quarterly maintenance.	Collect Wellfield readings and record BFS data. Submit previous month's report by 15th
3	Provide Non-Routine Wellfield and Blower Flare Station O&M Services		To be completed as required and authorized by SFSWMA											
4	Provide Emergency O&M Services		To be completed as required and authorized by SFSWMA											
5	Other Optional tasks		Install Seiman's continuous recorder or begin weekly GHG data collection		Perform SEM (quarterly - 2nd month of quarter)						Perform SEM (quarterly - 2nd month of quarter)			Collect fluid levels

Routine Services Costs (revised Feb. 2, 2010) Gas Collection and Control System - OM&M Waste Management Agency - Caja Del Rio Landfill					
Task 1 - Review O&M Manual for the Blower Flare Station					
Labor	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Project Manager	\$165.00	hours	2	1	\$330.00
Technician	\$70.00	hours	1	1	\$70.00
Expenses					
Reproduction	\$50.00	ls	1	1	\$50.00
Subtotal Less Gross Receipts Tax					\$450.00
City of ABQ Gross Receipts Tax Rate (6.5250%)					\$29.81
Subtotal Task 1					\$479.81
Task 2 - Routine Services					
WELLFIELD READINGS (twice/mo including monthly maintenance)					
Personnel	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Project Manager	\$165.00	hours	2	12	\$3,960.00
Senior Superintendent	\$95.00	hours	8	12	\$9,120.00
Senior Technician	\$70.00	hours	11	12	\$9,240.00
Expenses					
Field Truck	\$144.00	day	2	12	\$3,456.00
Equipment - Gem 2000	\$185.00	ls	2	12	\$4,440.00
Miscellaneous supplies/expenses	\$186.00	ls	1	12	\$2,232.00
Subtotal Less Gross Receipts Tax					\$32,448.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$2,109.12
Subtotal Task 2					\$34,557.12
QUARTERLY MAINTENANCE (blower flare station equipment; condensate sumps; wellheads)					
Personnel	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Project Manager	\$165.00	hours	1	4	\$660.00
Senior Technician	\$70.00	hours	4	4	\$1,120.00
Expenses					
Field Truck	\$18.00	hours	4	4	\$288.00
Miscellaneous supplies/expenses	\$93.00	ls	1	4	\$372.00
Subtotal Less Gross Receipts Tax					\$2,440.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$158.60
Subtotal Task 2					\$2,698.60

Routine Services Costs (revised Feb. 2, 2010)					
Gas Collection and Control System - OM&M					
Waste Management Agency - Caja Del Rio Landfill					
Optional tasks:					
2A. Liquid Level Measurements (LL)					
Personnel	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Project Manager	\$165.00	hours	1	2	\$330.00
Senior Technician	\$70.00	hours	4	2	\$560.00
Expenses					
Field Truck	\$18.00	hours	4	2	\$144.00
Equipment	\$25.00	ls	1	2	\$50.00
Miscellaneous supplies/expenses	\$93.00	ls	1	2	\$186.00
Subtotal Less Gross Receipts Tax					\$1,270.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$82.55
Subtotal Task 2					\$1,352.55
2B. Surface Emissions Monitoring (SEM)					
Personnel	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Project Manager	\$165.00	hours	1	4	\$660.00
Senior Technician	\$70.00	hours	4	4	\$1,120.00
Expenses					
Field Truck	\$18.00	hours	4	4	\$288.00
Miscellaneous supplies/expenses	\$93.00	ls	1	4	\$372.00
Equipment	\$185.00	ls	1	4	\$740.00
Subtotal Less Gross Receipts Tax					\$3,180.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$206.70
Subtotal Task 2					\$3,386.70
Reporting (OM&M SEM ALL)					
	Unit Rate	Units	Quantity/mo.	# of times/yr.	Extended Cost
Office Director	\$195.00	hours	1	12	\$2,340.00
Project Manager	\$165.00	hours	4	12	\$7,920.00
Senior Technician	\$70.00	hours	1	12	\$840.00
Field Compliance Officer	\$140.00	hours	0.5	12	\$840.00
Administrative Assistant	\$45.00	hours	1	12	\$540.00
Drafter	\$75.00	hours	1	6	\$450.00
Subtotal Less Gross Receipts Tax					\$12,930.00
City of ABO Gross Receipts Tax Rate (6.625%)					\$856.61
Subtotal Task 2					\$13,786.61

Routine Services Costs (revised Feb. 2, 2010)					
Gas Collection and Control System - OM&M					
Waste Management Agency - Caja Del Rio Landfill					
Subtotal Less Gross Receipts Tax					\$521,748.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$21,556.97
City of Albuquerque Gross Receipts Tax Rate (6.625%)					\$886.43
Routine Services Total Task 2					\$586,191.40
GREENHOUSE GAS EMISSIONS REPORTING					
Equipment Installation	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Siemens Ultamax 23:	\$35,000.00	ls	1	1	\$35,000.00
(Incls equipment, installation mob/demob)					
Subtotal Less Gross Receipts Tax					\$35,000.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$2,275.00
Subtotal					\$37,275.00
Weekly GHG Readings	Unit Rate	Units	Quantity	# of times/yr	Extended Cost
*Weekly readings (twice/mo)	\$275.00	ls	1	9	\$2,475.00
Subtotal Less Gross Receipts Tax					\$2,475.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$160.88
Subtotal					\$2,635.88
NON-ROUTINE/EMERGENCY SERVICES					
Startup Costs	Unit Rate	Units	Quantity/mo	# of times/yr	Extended Cost
Project Manager	\$165.00	hours	2	1	\$330.00
Senior Superintendent	\$95.00	hours	80	1	\$7,600.00
Expenses					
Field Truck	\$144.00	days	10	1	\$1,440.00
Equipment - Gem 2000	\$185.00	days	10	1	\$1,850.00
Miscellaneous supplies	\$25.00	days	10	1	\$250.00
General Costs					
Non-routine/emergency services	\$7,500.00	ls	1	1	\$7,500.00
Subtotal Less Gross Receipts Tax					\$18,970.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$1,233.05
Total Task					\$20,203.05
TOTAL PROJECT COSTS					
Subtotal Less Gross Receipts Tax					\$109,163.00
Santa Fe County Gross Receipts Tax Rate (6.50%)					\$6,225.90
City of Albuquerque Gross Receipts Tax Rate (6.625%)					\$886.43
Total Project Costs					\$116,275.33

^ To re-evaluate the need to read wellfield twice/mo after the third month of operation of GCCS.
 * Cost based on two readings per month for the first 4 months from the end of the startup period of the GCCS to installation and operation of the Siemen's Ultamax 23 and if reduce number of times reading wellfield per month after third month.

SCS FIELD SERVICES

FEE SCHEDULE

(Effective August 1, 2009 through July 31, 2010)

Technical Field Personnel	Rate (\$)/Hour
Laborer	48
Fusion Technician	58
Technician	59
Equipment Operator	62
Senior Technician	70
Foreman	74
Plant Operator	77
Superintendent	95
Senior Superintendent	110
Management/Support Personnel	Rate (\$)/Hour
Secretarial	45
Project Administrator	55
Senior Project Administrator	70
Designer/Drafter	75
Project Coordinator	95
Project Professional	110
Senior Project Professional	130
Field Compliance Auditor	140
Project Manager	165
Regional Manager/Project Director	195

General Terms

1. Labor rates are in effect until July 31, 2010. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project will be billed at cost plus 15 percent. Automobile mileage cost is \$0.58 per mile. Trucks will be charged at \$18.00/hour.
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the Client's receipt of payment from other parties. Client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on Client's accounts

5. Rates for Principals may be negotiated on a project specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one time assignments, services which require less than eight (8) hours, but more than four (4) hours will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours) and will be charged portal-to-portal, from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 40 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 70 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to Client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

SCS FIELD SERVICES

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS

(Effective August 1, 2009 through July 31, 2010)

	Rate (\$)
GEM 500 Gas Analyzer:	
• Daily Rate	115/day
• Weekly Rate	345/week
• Monthly Rate	1,035/month
GEM 2000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate	1,665/month
H ₂ S Gas Pod.....	10/day
SEM 500 Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	50/day
Gas-Tech Tritector Gas Analyzer O ₂ /H ₂ S/Combustibles	45/day
Magnehelic Pressure Set.....	20/day
Kurz Air Velocity Meter.....	35/day
Digital Readout Thermocouple.....	25/day
Gastech Detector Tubes/Pump.....	15/each
Metal Bellows Vacuum Pump	35/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Fisher M95 Metal Detector.....	30/day
Dewatering Pump (Trash Pump)	45/day
TVA Flame Ionization Detector:	
• Daily Rate	110/day
• Weekly Rate.....	500/week
• Monthly Rate	1,400/month

SEE CLERK RECORD 11/29/2010

SCS Field Services
 Fee Schedule for Equipment and Analysis
 August 1, 2009 through July 31, 2010
 Page 2

Rate (\$)

MiniRae 2000 PID:

- Daily Rate 100/day
- Weekly Rate 400/week
- Monthly Rate 1,200/month

Air Sampling Station:

- Daily Rate 40/day
- Weekly Rate 175/week

Transit:

- Daily Rate 15/day
- Weekly Rate 75/week
- Monthly Rate 250/month

Level:

- Daily Rate 15/day
- Weekly Rate 65/week
- Monthly Rate 195/month

Pipe Laser:

- Daily Rate 50/day
- Weekly Rate 220/week
- Monthly Rate 650/month

- Water Trailer 75/day
- PAS 3000 Air Sampling Pump 25/day
- Tedlar Bag (10-Liter) 40/each
- Non-Contaminating Air Sampling Pump 25/day
- Fyrite Carbon Dioxide Indicator 15/day
- Interface Probe 50/day

Submersible Pump:

- Daily Rate 50/day
- Weekly Rate 150/week
- Monthly Rate 450/month

Water Level Indicator:

- Daily Rate 20/day
- Weekly Rate 60/week
- Monthly Rate 180/month

SEC CLERK RECORDED 1/29/2010

	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	15/day
• Weekly Rate	45/week
• Monthly Rate	135/month
Teflon Well Bailer	10/day
Minuteman Drill Rig (excluding operator)	60/hour
Vacuum Box/Carbon Canister and Blower	25/day
Tool Truck	144/day
No. 12 P.E. Fusion Machine (1"-2"):	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate	450/month
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	80/day
• Weekly Rate	240/week
• Monthly Rate	720/month
No. 28 P.E. Fusion Machine (2"-8")	150/day
412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	225/day
• Weekly Rate	675/week
• Monthly Rate	2,025/month
618 P.E. Fusion Machine and Tool Truck	400/day
Trackstar 500 Fusion Machine	375/day
Sidewinder P.E. Fusion Machine	100/day
Air Compressor	60/day
Arc Welder	75/day
Generator (3,500-Watt)	45/day
Generator (5,000-Watt)	60/day
Generator (6,000-Watt):	
• Daily Rate	50/day
• Weekly Rate	150/week
• Monthly Rate	450/month

SFC CLERK RECORDED 1/29/2010

Rate (\$)

Generator (8,000 Watt):

- Daily Rate75/day
- Weekly Rate.....225/week
- Monthly Rate675/month

Isolation Pinch-off Tools:

- Daily Rate25/day
- Weekly Rate.....75/week
- Monthly Rate225/month

Leister Extrusion Welding Gun120/day
 Plate Compactor.....75/day

4-Wheeler (ATV):

- Daily Rate50/day
- Weekly Rate.....150/week
- Monthly Rate450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Cub Cadet:

- Daily Rate175/day
- Weekly Rate.....525/week
- Monthly Rate1,575/month

Chain Saw:

- Daily Rate10/day
- Weekly Rate.....30/week
- Monthly Rate90/month

Draeger Pump:

- Daily Rate15/day
- Weekly Rate.....45/week
- Monthly Rate135/month

SFC CLERK RECORDED 1/29/2010

Rate (\$)

Friatec Electrofusion Machine:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Horiba Water Quality Meter:

- Daily Rate 40/day
- Weekly Rate..... 120/week
- Monthly Rate 360/month

Hydrogen Sulfide Meter:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate..... 225/week
- Monthly Rate 675/month

Earth/Resistance Tester:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

PID:

- Daily Rate 50/day
- Weekly Rate..... 150/week
- Monthly Rate 450/month

REC CLERK RECORDED 1/29/2010

Rate (\$)

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

PLC Program:

- Daily Rate 75/day
- Weekly Rate..... 225/week
- Monthly Rate 675/month

Pressure Washer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Thermal Anemometer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Turbidity Meter/Conductivity Meter:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Vacuum Air Pump:

- Daily Rate 100/day
- Weekly Rate..... 300/week
- Monthly Rate 900/month

Video Camera System..... 200/hour

Weed Trimmer

- Daily Rate 15/day
- Weekly Rate..... 45/week
- Monthly Rate 135/month

SFC CLERK RECORDED 11/29/2010

	Rate (\$)
Safety Equipment:	
• Tyvek Suit (each).....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair).....	15/each
• Rubber booties (per pair).....	15/each
• Organic Vapor Cartridges (per pair).....	20/each
• Organic Vapor/Acid Cartridges (per pair).....	25/each
• Cartridges pre-filters (per pair).....	15/each
• Half face respirator (each).....	20/day
• Full face respirator (each).....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate.....	35/day
- Weekly Rate.....	105/week
- Monthly Rate.....	315/month
• SCBA.....	35/day

General Terms

1. Rates are in effect until July 31, 2010. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
4. Rates for pressure and flow measurement devices cover all such devices used at the site. For example, if 3 magnehelics and 1 manometer are all used for pressure measurement one day at one site, the total charge would be \$15/day.
5. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
6. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.

SFC CLERK RECORDED 1/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 14, 2010
Subject: Request for Approval to Upgrade WasteWorks Solid Waste Management Software to a SQL Server Platform.

BACKGROUND AND SUMMARY:

On May 20, 2005, the Agency awarded Bid '05/46/B to Carolina Software, Inc. of Wilmington, NC to provide a solid waste software management system (WasteWorks) to collect tipping fees and capture tonnage of solid waste brought to the Caja Del Rio Landfill in the amount of \$13,750.

WasteWorks is an off-the-shelf and user-friendly software for scale masters to collect tipping fees at various rates from customers including the city and county accounts, commercial haulers, self-haulers and residents. The software allows scale masters to weigh the tonnage of the incoming waste and to input the origin and type of waste received for record keeping and regulatory compliance. The software also allows management to create comprehensive reports and utilize the data for billing purposes.

On December 14, 2005, the Agency added a WasteWorks site licensing for the Buckman Road Recycling and Transfer Station (BuRRT) in the amount of \$8,286.95.

The WasteWorks software has performed well at the Agency. As to date, over 202,000 and 427,000 tickets have been generated at the landfill and BuRRT, respectively.

WasteWorks-SQL maintains the same flexible functionality and simple usability of the current software, but provides scale masters and management with expanded reporting capabilities such as Crystal Reports and MS Reporting Services. It runs WasteWorks stock reports up to 20 times faster than current WasteWorks versions, even with large data sets and slower network connections. It provides real time calculation of customer balances and total fields. Each site maintains a complete copy of all the data, so if any site goes down all of the other sites can continue to operate. Last, it ensures that all sites are updated at regular intervals.

The cost to upgrade to WasteWorks including hardware is \$21,467.23 The cost breakdown is as follows: WasteWorks-SQL software with on-site installation and training by Carolina Software, \$11,790; a computer server with Windows Server 2008 and SQL Server 2008, \$8,288.23; three port servers for printers at the landfill and BuRRT, \$1,350.

SFC CLERK RECORDED 11/29/2010

ACTION REQUESTED:

Staff requests that the Board approve the upgrade of WasteWorks, a solid waste ticketing, billing, and reporting software system, to a SQL Server platform to provide real time balances and totals, and run faster reports for large data sets.

Staff also requests approval of budget increase from 5500.100700.07000 (Cash) to be apportioned between 52501.530600 (Software), 52501.570850 (Capitalized Software), and 52501.570800 (Capitalized Data Processing) in the total amount of \$25,000.

Attachments: Budget Adjustment Request
 Quotes

M:\Memo\Memo101410.1.wpd

SFC CLERK RECORDED 11/29/2010

ATTACHMENT

Budget Adjustment Request

SFC CLERK RECORDED 11/29/2018

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Santa Fe Solid Waste Management Agency				
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dept. Use Only)</small>	INCREASE	DECREASE
Software	52501. 530600		4,000.00	
Capitalized Software	52501. 570850		15,000.00	
Capitalized Data Processing	52501. 570800		6,000.00	
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	\$ 25,000.00 \$

SFC CLERK RECORDED 11/29/2011

Budget increase to be funded from 5500.100700.07000 funds needed to upgrade Wasteworks a solid waste ticketing billing and reporting software system to a SQL server platform to provide real time balances + totals, and run faster reports for large data sheets

Cita Fiore - Lucero
 Prepared By _____ Date _____
 Division Director _____ Date _____
 Department Director _____ Date _____
 Candace Keppenbrock, PE
 Executive Director

CITY COUNCIL APPROVAL

City Council Approval Required

City Council Approval Date _____

Agenda Item #: _____

Budget Officer _____ Date _____
 Finance Director _____ Date _____
 City Manager _____ Date _____

ATTACHMENT

Quotes

SC CLERK RECORDED 1/29/2018



Planit Computer Services
 1829 Hiawatha Ct NE
 Albuquerque, NM 87112

Estimate

DATE	ESTIMATE #
10/1/2010	101001b

BILL TO
Caja Del Rio Landfill 149 Wildlife Way PO Box 6189 Santa Fe, NM 87502

SFC CLERK RECORDED 11/29/2010

DESCRIPTION	QTY	RATE	AMOUNT
Windows Server 2008 R2 with 10 CALs	1	1,209.00	1,209.00
SQL Server 2008 R2 Standard with 10 CALs	1	2,650.00	2,650.00
		Subtotal	3,859.00
		7% Tax	
		Total	3,859.00

S2501.530600



Carolina Software, Inc.
 Phone: 910-799-6767 - Fax: 910-799-1177
 PO Box 3097 - Wilmington, NC - 28406
 www.wasteworks.com

Proposal#
 WE40408

WasteWORKS for Solid Waste Management

WasteWORKS-SQL for Existing WasteWORKS Customer
 Includes MS SQL Server 2008 Express Licenses (if needed)

Original
 8/18/2010

To: Santa Fe SWMA, NM
 Name: Randall Kippenbrock
 Phone: 505-424-1850 x100
 Email: rkippenbrock@sfswma.org

From: Jon Leeds ---Carolina Software
 (Phone): 910-799-6767 (Fax): 910-799-1177

Subject: WasteWORKS-SQL Software with On-Site Installation and Training

US DOLLARS

WasteWORKS Software Pricing		WasteWORKS	
Qty	Description	Unit Price	Ext Price
1	WasteWORKS-SQL Upgrade Fee (flat fee for existing customer)	\$5,000.00	\$5,000.00
0	WasteWORKS-SQL - Additional Users	\$500.00	\$0.00
2	WasteWORKS-SQL - Synchronization Manager (per additional server) (Central Server at Office. Remote Servers at Caja del Rio and BuRTT)	\$950.00	\$1,900.00
Subtotal for WasteWORKS Software License(s):			\$6,900.00
Installation and Training			
3	WasteWORKS installation & training days	\$990.00	\$2,970.00
4	Days, auto meals & lodging per diem	\$350.00	\$1,400.00
1	Airfare (billed at actual)	\$700.000	\$700.00
Total cost for Software with Installation and Training:			\$11,970.00

Notes:

Mileage/Airfare will be billed at actual (if applicable).
 We will install the newest version of WasteWORKS for Windows on your computers (if applicable).
 We will provide training for all applicable WasteWORKS functions.
 We will assist with connection between scale and computer(s) if needed.
 Prices do not include shipping or sales tax, if any.
 Does not include prices for any additional hardware that may be needed
 This is an estimate. Prices are current.
 Software is not custom.
 Dedicated direct access support requires PCAnywhere installed/or other (i.e. VPN/Remote Desktop)
 Customer to provide PC's to spec including any network connections (hubs/switches) required and all necessary COM ports.
 Additional on-site days @ \$990/day plus expenses.
 Prices are good for one year from receipt of Purchase Order. (updated each year)
 Custom Crystal Reports can be created @ \$150 hour (estimate can be provided).
 WasteWORKS-SQL requires remote connectivity to all sites for Carolina Software Support Staff.
 *WasteWORKS-SQL comes standard with MS SQL Server 2005 Express edition licensing (customers may choose to provide standard MS SQL Server 2005 installation and support)
 Customer to provide adequate MS SQL Server licenses for sites/databases that exceed Express license maximums - see attached hardware sheet or MS website for limitations of SQL Server Express addition)
 WasteWORKS-SQL Support and Maintenance increases to \$600/quarter (\$400 for Caja del Rio and \$200 for BuRRT)
 (Currently \$300 for Caja del Rio and \$100 for BuRTT)

OPTIONAL:

Digi Portserver 2 (connects scales to both PC's) - \$575.50

Approved by: _____

Title _____

Date _____ PO Number _____

Shipping Address:

SFC CLERK RECORDED 11/29/2010

52501.510850



Planit Computer Services
1829 Hiawatha Ct NE
Albuquerque, NM 87112

Estimate

DATE	ESTIMATE #
10/1/2010	101001a

BILL TO
Caja Del Rio Landfill 149 Wildlife Way PO Box 6189 Santa Fe, NM 87502

DESCRIPTION	QTY	RATE	AMOUNT
Server - 2.4 Xeon Processor, 16GB RAM, Hardware RAID Level 1 with 6GB Throughput, 146GB 15K RPM SAS Hard Drive (2), Hotswap Backplane Digi PortServer TS 2 MEI	1	4,288.23	4,288.23
	3	450.00	1,350.00
Subtotal			5,638.23
7% Tax			
Total			5,638.23

52501.510800

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: October 15, 2010
Subject: Approval of Final Closure/Post-Closure and Phase I/II Assessment Cost Estimates Report for the Caja del Rio Landfill.

BACKGROUND:

On December 14, 2006, Board approved the closure and post-closure cost estimates contained in a November 16, 2006 report prepared by Randall Kippenbrock. The cost estimates for the Caja del Rio Landfill totaled \$5,226,592 as of June 30, 2006.

On July 19, 2007, Board approved the closure and post-closure cost estimates which were recalculated to address the inflation for Year 2006 at 3.3%, the 50.5 acres for closure costs (up from 40.2 acres in the previous estimates), and 51 passive methane gas wells (up from 44 wells in the previous estimates). The cost estimates totaled \$5,595,952 as of June 30, 2007.

On September 18, 2008, Board approved the closure and post-closure cost estimates which were recalculated to address the inflation for Year 2007 at 3.1%. No other changes were made. The cost estimates totaled \$5,850,984 as of June 30, 2008.

On October 8, 2009, the closure and post-closure cost estimates were recalculated to address the inflation for Year 2008 at 3.9%, and the 64.9 acres for closure costs (up from 50.5 acres in the previous estimates). The cost estimates totaled \$6,441,336 as of June 30, 2009.

On September 11, 2010, the closure and post-closure cost estimates were recalculated to convert from a passive landfill gas system to an active one. Phase I and II assessment costs were revised to meet the current NMED solid waste regulations. Corrections were made to construction and maintenance costs for the post-closure cost estimate to reflect the closed (disposal) area of the landfill (64.9 acres) and not the entire permitted landfill area (430 acres). Unlike the past years the annual adjustment inflation for Year 2009 is -1.5%. Since a deflationary number rather than an inflationary number was reported by the U.S. Department of Labor - Bureau of Labor Statistics Data, no annual adjustment was included for the cost estimates. The cost estimates for the current landfill disposal area (64.9 acres) total \$5,523,059 as of June 30, 2010. The cost estimates for entire disposal area (76.8 acres) of the landfill total \$6,586,412 as of June 30, 2010.

SFC CLERK RECORDED 11/29/2010

REQUEST:

Staff requests that the Board approve the updated closure and post-closure cost estimates contained in the report dated September 11, 2010. The cost estimates for the current landfill disposal area and the entire disposal area as of June 30, 2010 total \$5,523,059 and \$6,586,412 respectively. These estimates may be reflected by the auditors in the closure and post-closure care cost section for the FY 2010 annual financial statement.

Attachment: Final Closure/Post Closure and Phase I/II Cost Estimates for June 30, 2010.

M:\Documents and Settings\Randall\My Documents\Memo\Memo101510.6.wpd

REC'D CLERK RECEIVED 1/29/2010

**Final Closure / Post Closure and Phase I / II Assessment
Cost Estimates
for June 30, 2010**

**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
Caja del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506**



Randall Kippenbrock
9-11-10

September 11, 2010

SFC CLERK RECORDED 11/29/2010

**Final Closure / Post-Closure and Phase I / II Assessment
Cost Estimates
for
June 30, 2010**

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

The following describes the cost estimates for closure, post-closure, 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 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.

The cost estimate for a corrective action program is not included in this report.

The format for the estimates are based on the Texas Commission on Environmental Quality's (TCEQ) "Cost Estimates for Closure and Post-Closure Care, Type I Facility," dated August 1993 and Utah division of Solid and Hazardous Waste "Preparation of Solid Waste Facility Closure and Post-Closure Estimates." The unit costs are based on SFSWMA experience and Oklahoma Department of Environmental Quality Guidance on Cost Estimates and Financial Assurance, dated December 22, 2000. The unit costs are not site specific showing breakdown of labor, equipment, material, etc. The unit costs, however, are within the range commonly found in cost estimating references (i.e., R.S. Means, US Environmental Protection Agency, and cost estimates from consultants / contractors).

The complete closed landfill site will consist of 430 permitted acres, including the disposal area, surrounding buffer zone areas, and the property designated for drainage, storage, and maintenance facilities.

Unlike the past years the annual adjustment inflation for Year 2009 is -1.5%, which is based from the U.S. Department of Labor - Bureau of Labor Statistics Data. Since a deflationary number was reported by the department rather than an inflationary number, no annual adjustment will be made for the cost estimates for June 30, 2010.

SFC CLERK RECORDED 1/29/2010

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 \pm 64.9 acres of the entire disposal area of 76.79 acres.
4. The final cover type required for the Subtitle D cells - erosion layer (6"), infiltration layer (18"), and intermediate cover (12").
5. The final cover is based on the NMED's approval for an alternate final cover design in a permit modification, dated August 6, 1998 [SW98-05(M)].
6. Assumes the intermediate cover is in place under 20:9.5 NMAC.
7. Based on the above, the total number of acres that will require final cover for closure is 64.9 acres as of June 30, 2009 and 76.79 acres at the end of life.
8. Assume the active landfill gas (methane) collection system can be removed after a minimum of 15 years in operation after landfill closure.
9. Assume re-seeding once every five years for 5% of the landfill area.
10. Assume cover repair for 5% of the landfill area.

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

1. The total number of acres for post-closure care is the entire 430 acres permitted landfill facility.
2. All groundwater monitoring wells and active methane gas system are in place prior to closure.
3. The volume of leachate generated annually will drop substantially once intermediate or final cover is applied to an area.
4. Annual groundwater detection monitoring and reporting for the approved Reduced Parameter Sampling List for 24 years.
5. Six years of annual groundwater detection monitoring and reporting for 20.9.9.20 NMAC Subsections A and C.
6. Quarterly methane gas monitoring and reporting for 30 years.

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

1. One initial round of assessment monitoring in the two down gradient wells, MW-2 & MW-4 for 20.9.9.20 NMAC Subsections B and C.
2. Four rounds of assessment monitoring in wells MW-1, MW-2, & MW-4 for detections from the initial round; plus one additional round in MW-1. Laboratory analysis for detections is estimated to be \$500 per well.
3. Installation of two down gradient corrective action monitoring wells (per NMED). Costs are based on the installation of the monitoring well at Agua Fria Landfill.
4. Initial round of assessment monitoring in the two corrective action monitoring wells for 20.9.9.20 NMAC Subsections B and C.
5. Four rounds of assessment monitoring in the two corrective action monitoring wells for detections from the initial round. Laboratory analysis for assessment detections is estimated to be \$500 per well.
6. If assessment monitoring is required, the sampling frequency will revert to semi-annual (1 annual assessment monitoring event and 1 annual detection monitoring event).
7. Annual assessment monitoring for 20.9.9.20 NMAC Subsections B and C. Monitoring is assumed to be for 10 years.
8. Additional costs of annual detection monitoring for the assessment detections in wells MW-1, MW-2, and MW-4. Laboratory analysis for assessment detections is estimated to be \$500 per well and is for 10 years.
9. Additional costs of annual detection monitoring in the two correction action monitoring wells for the Reduced Parameter Sampling List and the assessment detections for eight years. Laboratory analysis for assessment detections is estimated to be \$500 per well.
10. Additional costs of annual detection monitoring in the two correction action monitoring wells for 20.9.9.20 NMAC Subsections A and C and the assessment detections for two years. Laboratory analysis for assessment detections is estimated to be \$500 per well.

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, 2010 FINAL CLOSURE COST ESTIMATE⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	\$145.00	76.8	\$11,136.00
Boundary Survey for Affidavit	Lump Sum	\$5,700.00	1	\$5,700.00
Site Evaluation	Per Acre	\$315.00	76.8	\$24,188.85
Final Closure Plans	Per Acre	\$345.00	64.9	\$22,390.50
Contract Administration, Bidding and Award	Lump Sum	\$11,400.00	1	\$11,400.00
Administrative Costs	Lump Sum	\$11,400.00	1	\$11,400.00
Closure Inspection & Testing	Per Acre	\$3,990.00	64.9	\$258,951.00
SUBTOTAL				\$345,166.35
10% CONTINGENCY				\$34,516.64
ENGINEERING TOTAL				\$379,683
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 50.5 ac)	Per Cubic Yard	\$3.81	40,737	\$155,206.70
Infiltration Layer Placement (18" layer and on-site; 50.5 ac)	Per Cubic Yard	\$3.81	122,210	\$465,620.10
Seeding, Composting	Per Acre	\$9,708.00	64.9	\$630,049.20
Drainage Swales	Per Acre	\$1,709.00	64.9	\$110,914.10
Active Methane Gas Well Installation for Cell 4B (5 wells)	Per Well	\$38,000.00	5	\$190,000.00
Site Grading & Drainage	Per Acre	\$1,709.00	76.8	\$131,234.11
Site Fencing and Security	Lump Sum	\$3,419.00	1	\$3,419.00
SUBTOTAL				\$1,686,443.21
10% CONTINGENCY				\$168,644.32
CONSTRUCTION TOTAL				\$1,855,088
CALCULATION OF CLOSURE COSTS				
Engineering Total				\$379,683
Construction Total				\$1,855,088
Groundwater Well Installation Total				\$0
Contract Performance Bond: (2% of Construction Subtotal)				\$33,729
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Subtotal)				\$254,936
TOTAL CLOSURE COST				\$2,523,435

1. Total costs rounded to the nearest dollar. No CPI for Year 2009.

SFC CLERK RECORDED 11/29/2010

CAJA DEL RIO LANDFILL - JUNE 30, 2010 POST-CLOSURE COST ESTIMATE⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Post Closure Plan (one time event)	Lump Sum	\$8,548.00	1	\$8,548.00
Site Inspection & Recordkeeping	Per Annum	\$3,419.00	30	\$102,570.00
Correctional Plans & Specifications	Per Annum	\$2,736.00	30	\$82,080.00
Site Monitoring Costs				
Detection Monitoring and Reporting for 3 Wells - Reduced Parameter Sampling List	Per Event	\$6,900.00	24	\$165,600.00
Detection Monitoring and Reporting for 3 Wells - 20.9.9.20 NMAC Subsections A and C	Per Event	\$9,700.00	6	\$58,200.00
Methane Gas Monitoring and Reporting for 10 Probes	Per Annum	\$2,700.00	30	\$81,000.00
Construction and Maintenance Costs				
Cover Repair for 5% of the Landfill Area - 64.9 ac (6" layer and on-site; 5% = 3.25 ac) ⁽²⁾	Per Event	\$10,000.00	30	\$300,000.00
Reseed 5% of the Landfill Area ⁽³⁾	Per Event	\$4,500.00	6	\$27,000.00
Fence, Gate and Sign Repair /Replacement	Per Annum	\$685.00	30	\$20,550.00
Groundwater Monitoring Well Replacement ⁽⁴⁾	Per Annum	\$2,500.00	30	\$75,000.00
Groundwater Monitoring Well Maintenance ⁽⁵⁾	Per Well	\$1,000.00	3	\$3,000.00
Active Methane Gas System - Operation & Maintenance ⁽⁶⁾	Per Annum	\$76,500.00	15	\$1,147,500.00
Leachate Disposal ⁽⁷⁾	Per Gallon	\$0.058	120,000	\$6,960.00
CALCULATION OF POST CLOSURE COSTS				
SUBTOTAL (30-year post-closure period excluding post-closure plan)				\$2,123,460.00
10% CONTINGENCY				\$212,346.00
Post Closure Plan (one time cost)				\$8,548.00
TOTAL POST CLOSURE COST (Subtotal costs and 10% contingency plus post closure plan)				\$2,344,354

1. Total costs rounded to the nearest dollar. No CPI for Year 2009.
2. Cost is erosion layer placement under 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 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.

SFC CLERK RECORDED 11/29/2010

**CAJA DEL RIO LANDFILL - JUNE 30, 2010
COST ESTIMATES FOR PHASE I AND PHASE II ASSESSMENT⁽¹⁾**

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Phase I Assessment Costs				
Initial Round Assessment Monitoring	Per Well	\$4,600.00	2	\$9,200.00
Four Rounds Assessment Monitoring	Per Well	\$1,700.00	13	\$22,100.00
90-Day Monitoring (existing wells)	Per Event	\$8,200.00	1	\$8,200.00
Assessment Monitoring Report	Per Report	\$6,000.00	1	\$6,000.00
Corrective Action Monitoring Well (CAMW) Installation	Per Well	\$75,000.00	2	\$150,000.00
Initial Round CAMW Sampling	Per Well	\$4,600.00	2	\$9,200.00
Four Rounds CAMW Sampling	Per Well	\$1,700.00	8	\$13,600.00
CAMW Installation and Sampling Report; Notification	Per Report	\$10,000.00	1	\$10,000.00
Additional Annual Detection Monitoring & Reporting - 20.9.9.20 NMAC Subsections B and C	Per Event	\$21,000.00	10	\$210,000.00
Additional Annual Detection Monitoring in MW-1, MW-2 & MW-3 - Assessment Detections	Per Event	\$2,000.00	10	\$20,000.00
Additional Annual Detection Monitoring & Reporting in CAMW - Reduced Parameter Sampling List & Assessment Detections	Per Event	\$3,500.00	8	\$28,000.00
Additional Annual Detection Monitoring & Reporting in CAMW - 20.9.9.20 NMAC Subsections A and C & Assessment Detections	Per Event	\$4,700.00	2	\$9,400.00
SUBTOTAL				\$495,700.00
10% CONTINGENCY				\$49,570.00
TOTAL PHASE I ASSESSMENT COST				\$545,270.00
Phase II Assessment Costs				
Phase II Assessment Total, Per NMED	-	\$100,000.00	1	\$100,000.00
SUBTOTAL				\$100,000.00
10% CONTINGENCY				\$10,000.00
TOTAL PHASE II ASSESSMENT COST				\$110,000.00

1. Total costs rounded to the nearest dollar. No CPI for Year 2009.

SFC CLERK RECORDED 1/29/2010

CAJA DEL RIO LANDFILL - JUNE 30, 2009 FINAL CLOSURE COST ESTIMATE FOR ENTIRE DISPOSAL AREA⁽¹⁾

COST ITEM	UNIT	COST	QUANTITY	TOTAL COST
Engineering Costs				
Topographic Survey	Per Acre	\$145.00	76.8	\$11,136.00
Boundary Survey for Affidavit	Lump Sum	\$5,700.00	1	\$5,700.00
Site Evaluation	Per Acre	\$315.00	76.8	\$24,188.85
Final Closure Plans	Per Acre	\$345.00	76.8	\$26,496.00
Contract Administration, Bidding and Award	Lump Sum	\$11,400.00	1	\$11,400.00
Administrative Costs	Lump Sum	\$11,400.00	1	\$11,400.00
Closure Inspection & Testing	Per Acre	\$3,990.00	76.8	\$306,432.00
SUBTOTAL				\$396,752.85
10% CONTINGENCY				\$39,675.29
ENGINEERING TOTAL				\$436,428
Construction Costs				
Erosion Layer Placement (6" layer and on-site; 76.8 ac)	Per Cubic Yard	\$3.81	61,952	\$236,037.12
Infiltration Layer Placement (18" layer and on-site; 76.8 ac)	Per Cubic Yard	\$3.81	185,856	\$708,111.36
Seeding, Composting	Per Acre	\$9,708.00	76.8	\$745,574.40
Drainage Swales	Per Acre	\$1,709.00	76.8	\$131,251.20
Active Methane Gas Well Installation for Cell 4B (5 wells) and Cell 5B/6B (10 wells)	Per Well	\$35,000.00	15	\$525,000.00
Site Grading & Drainage	Per Acre	\$1,709.00	76.8	\$131,234.11
Site Fencing and Security	Lump Sum	\$3,419.00	1	\$3,419.00
SUBTOTAL				\$2,480,627.19
10% CONTINGENCY				\$248,062.72
CONSTRUCTION TOTAL				\$2,728,690
CALCULATION OF CLOSURE COSTS				
Engineering Total				\$436,428
Construction Total				\$2,728,690
Groundwater Well Installation Total				\$0
Contract Performance Bond: (2% of Construction Subtotal)				\$49,613
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Total)				\$372,057
TOTAL CLOSURE COST				\$3,586,788

1. Total costs rounded to the nearest dollar. No CPI for Year 2009.

SFC CLERK RECORDED 1/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: October 15, 2010
Subject: Request for Approval of 2011 Meeting Calendar.

Staff is requesting Board to approve the dates for JPB meetings for the calendar year 2011. The most appropriate day of a month to conduct a JPB meeting is the third Thursday of the month. Considerations were taken for the BCC, RPA, EZC, BDDDB, and city meetings. Staff is also requesting Board to approve a regular meeting time of 12:00 p.m. to be held at the Santa Fe County Legal County Conference Room - 2nd Floor of the County Courthouse. If approved by Board, staff will notify City and County's staff to place the dates on their meeting calendars. Listed below are the proposed meeting dates for 2011.

Year 2011
January 20
February 17
March 17
April 21
May 19
June 16
July 21
August 18
September 15
October 20
November 17
December - No Meeting

SFC CLERK RECORDED 11/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 15, 2010
Subject: Update on Permanent Household Hazardous Waste Collection Facility.

Staff will present an update on the Permanent Household Hazardous Waste Collection Facility.

Consultant J.R. Miller and Associates is currently in the final design phase of the site and HHW building. The consultant anticipates the construction plans and specifications for the bid document will be complete for Agency's review by October 22.

The consultant has completed the draft RFP to solicit proposals from operators for the disposal of HHW as well as a preliminary draft operations plan. These documents will be finalized as the design effort is completed to ensure all documents are in conformance.

The engineering project is within the contract budget and there have been no changes.

The general contract for this project is to be advertised for bid in January 2011 with bid opening in February 2011. The projected contract award date is planned for March 2011 with six months to substantial completion and an anticipated construction start in April 2011. These are estimated dates and durations and are subject to change. The construction value of this project is estimated to be between \$400,00 and \$600,000. The estimate does not include the relocation of the recycling drop-off center from the current location to the proposed location near the scale house on the side of the outbound lane. The drop-off center is currently located at the proposed HHW building site. With this schedule, staff is exploring the possibility of holding an annual HHW collection event in April or May.

M:\Memo\Memo.101510.3.wpd

SFC CLERK RECORDED 11/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., SFSWMA Executive Director RLK
Date: October 15, 2010
Subject: Update on Comprehensive Solid Waste Management Plan.

The Agency will provide the Board with an update on the development of a Comprehensive Solid Waste Management Plan.

Consultant Zia Engineering is assembling a draft plan and will present it to the Solid Waste Advisory Committee (SWAC) for review on November 10, 2010. The final plan is proposed for approval and adoption by the Agency at the next board meeting on December 15, 2010, and by the City and County in January/February.

The Agency is pursuing a plan that will assure the continued availability, ongoing stability, and future growth of services provided at the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station. The Agency requests the plan have a strong emphasis on the importance of expanding waste reduction, reuse, and recycling activities (collectively referred as "waste diversion") through ordinances, education efforts, private/public partnerships, and other policies designed to support and enhance such activities. The recommendations in the plan will be an extension or modification of current policy or operation of the City, County or Agency. The recommendations can be implemented in a short-term time frame of 1-3 years, beginning in Fiscal Year 2012 (July 2011) and will not require large-scale or long-term capital expenditures.

M:\Memo\Memo.101510.2.wpd

SFC CLERK RECORDED 11/29/2010

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: October 15, 2010
Subject: Update on the BLM.

On September 16, 2010, the Board approved the settlement agreement with the Bureau of Land Management (BLM) for the excavation and sale of basalt rock at the Caja del Rio Landfill from 2001 to August 31, 2010 in the amount of \$468,252,79.

On October 4, 2010, the Agency met with the BLM officials regarding an Agency request for a mineral sales contract on the current stockpile of basalt rock at the landfill. To address the Agency's immediate need, the Agency has requested a short term contract with the BLM for the sale of up to 50,000 tons of basalt rock. It is the Agency's understanding that a short term contract can be entered through a "categorical exclusion" under the BLM regulations. By entering into a short term contract for sales starting September 1, 2010 forward, it will allow the Agency's contractor (Del Hur Industries) to continue working on site at the landfill while a mineral sales contract can be worked out with the BLM to deal with basalt rock sales further into the future. The Agency averaged 46,000 tons per year for the past four fiscal years.

As part of the mineral sales contract requirements, the Agency submitted copies of landfill environmental documents to the BLM for their environmental review.

The Agency will keep the Board apprised of any new developments on this matter.

M:\Memo\Memo.101510.4.wpd

SFC CLERK RECORDED 11/29/2010

grade next year and an eighth grade in 2012, upping the number of students to about 600.

Superintendent Bobbie Gutierrez confirmed that the district has already allocated more than \$6 million to Aspen including an unexpected \$1 million for unforeseen structural problems. But she also stressed that this \$6.12 million was coming out of money left over from 2009's general obligation bond.

Taking issue with public comment made by one citizen who suggested that bond money could be better spent elsewhere and who questioned whether Aspen would attract enough seventh- and eighth-graders to make the consolidation worthwhile, Gutierrez said, "We repurposed this school ... for academic achievement."

She stressed that, "It's really easy for the public to say this won't work or that won't

Bobbie Gutierrez
Superintendent,
Santa Fe Public
Schools

and Atalaya element member Mary Ellen she voted for the Aspen ensure there was still kitty to make the Aspen in 2012/2013, as p

That consolidation \$10 million to make t of handling students uty Superintendent a cer Mel Morgan told consolidation would \$250,000 and \$300,00

In brief

State Española dumps health risk

Española's La Loma Transfer Station poses a risk to public health, says the state Environment Department in a lawsuit filed in state district court this week against the city of Española and the North Central Solid Waste Authority.

The complaint says an inspection Sept. 26 and 27 found no operable semi-trucks or compactors at the site. Instead, it says, city trash was being loaded manually from curb containers into pickup trucks and then dumped onto the ground at the transfer station.

According to the complaint, "One employee of the Authority was reportedly stuck by a hypo-

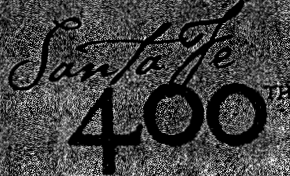
dermic needle while manually emptying a curbside container at the home of known intravenous drug users."

The La Loma Transfer Station, within the Española city limits, was cited in 2004 and earlier this year for violations, "but the Department believes the situation at the Facility is now worse than ever," says the complaint. It asks for a judge to enjoin the city and the authority from dumping any more waste at the station.

Española accident claims mom's life

Araseli Arenas, 29, was killed Tuesday morning when her car rolled on the Santa Clara Bridge in Española while she was taking her children to school.

Española police spokesman Stacy Saiz said Arenas, who was not wearing a safety belt, was ejected from her car along with



400 Facts on Santa Fe
Courtesy of the 400th Anniversary Committee

Today in New Mexico Santa Fe

Section editor: Howard Houghton, 986-3015, hhoughton@sfnwmexican.com Design a

Exhibit '9'