

Region 6 - Enforcement & Compliance Assurance Division
INSPECTION REPORT

Inspection Date(s):	08/30-31/2022	
Media Program:	Water	
Regulatory Program(s)	NPDES	
Company Name:	City of Gallup	
Facility Name:	City of Gallup Wastewater Treatment Plant	
Facility Physical Location:	800 Sweetwater Place (Intersection of Sanostee Drive and Sweetwater Place)	
(city, state, zip code)	Gallup, New Mexico 87301	
Mailing address:	230 S. Second Street	
(city, state, zip code)	Gallup, New Mexico 87301	
County/Parish:	McKinley County	
Facility Phone Number	{Phone Number}	
Facility Contact:	Adrian Marrufo	Solid Waste Director/Wastewater
	amarrufo@gallupnm.gov	
FRS Number:	110030483732	
Identification/Permit Number:	NM0020672	
Media Identifier Number:	NA	
NAICS:	221320	
SIC:	4952	
Personnel participating in inspection:		
Robert Redd Gashytewa	Jacobs (consultant)	Project Manager
Michael DeClercq	City of Gallup	Water/Wastewater
Robert Hamblen	City of Gallup	Public Works Director
Sathya Ganesan	City of Gallup	Engineer
Kurt Spolar	DePauli Engineering (consultant)	Engineer
David Esparza	EPA/6ECDWM	Environmental Engineer
EPA Lead Inspector Signature/Date		
	David Esparza	Date
Supervisor Signature/Date		
	Roberto Bernier	Date

Section I – INTRODUCTION

PURPOSE OF THE INSPECTION

EPA Region 6 inspector David Esparza arrived at the City of Gallup (CoG) Administrative Office (Public Utilities) at 8:30 AM (MST) on August 30, 2022, for an unannounced inspection. I met with Mr. Adrian Marrufo; Solid Waste/Wastewater Director and Mr. Robert Hamblen; Public Works Director. I presented my credentials and informed them that this was an EPA inspection to determine the wastewater treatment plant's (WWTP's) compliance under the Clean Water Act (CWA) and CoG's National Pollutant Discharge Elimination System (NPDES) permit. During this discussion, I stated that I would visit the wastewater treatment plant (WWTP) on August 31, 2022 and requested CoG personnel accompany me to all appurtenant lift station (LS) locations. Additionally, I provided (hand delivered with confirmation) to Mr. Marrufo a written request of documentation, inclusive of a Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document (**Appendix 2**).

FACILITY DESCRIPTION

The WWTP, a major discharger with a design flow of 3.5 million gallons per day, is located at 800 Sweetwater Place or approximately 3.4-miles west of the intersection of US Highway 491 (US-491) and US Interstate 40 (I-40), McKinley County, New Mexico (depicted in **Aerial Image #1** below. The WWTP facility and lift station operations are currently operated under a contract agreement with Jacobs (In late 2017, CH2MHill was acquired by Jacobs Engineering Group and all appurtenant employees/contracts were transitioned from CH2MHill to Jacobs), 24-hours per day, 7 days per week and consists of a staff of 6 full-time equivalent (FTE) position. City of Gallup personnel only operate and maintain the collection system aspect and are currently experiencing a 16% vacancy rate (Refer to **Appendix 2** Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Operational Structure (OC)).

The influent flow is directed through an 18-inch Parshall flume where a Drexelbrook® ultrasonic level records and measures the flow. An automatic alarm sensor activates the automatic dialer in case of a high-water emergency at the entrance works. Influent flow is then lifted by two of three screw pumps (two online and one for backup) to two Monster separation systems mechanical bandscreens, operated in parallel. Flow can also be diverted through a manual bar screen. The flow enters one of two grit chambers, one a traditional basin grit removal system, and one a vortex grit removal system, where coarse grit can settle out and is collected. The screenings from the automated bar screens and grit from the grit chambers are collected into waiting receptacles, which are transported to the city landfill after appropriate testing is conducted.

After the primary clarifiers, the flow is recombined and sent to the aeration basins. The first aeration basin consists of four separate chambers which utilize diffused air to enhance the activated sludge process. This unit is used to further reduce Biochemical Oxygen Demand (BOD) levels and to provide additional control of filamentous bacteria, as appropriate. Thence the flow travels to the oxidation ditch, which contains four mechanical brush aerators to supply air for the activated sludge process. After the oxidation ditch, the flow is split between three (3) secondary clarifiers. The 3 clarifiers are sized accordingly: #1: 75 feet in diameter with a depth of 12 feet, #2: 65 feet in diameter with a depth of 12 feet, and #3: 65 feet in diameter with a depth of 15 feet. The sludge from these units is also sent to the primary aerobic digester if the WWTP is wasting. If not wasting, the sludge is continuously sent to the aeration basins using two (2)

Return Activated Sludge (RAS) screw pumps. The flow from the clarifiers is then recombined and directed to a tertiary treatment (cloth filter) building for additional filtering prior to the wastewater being sent to disinfection. These filters are operated in parallel and are backwashed daily. This backwash water is sent to the headworks to be recombined with the influent flow. Thence flow from the cloth filters enters the chlorine contact chamber. There are two (2) separate serpentine chlorine contact chambers, which are operated in parallel. Chlorine gas is added to the effluent at the entrance of the contact basins for disinfection and sulfur dioxide is used as a dechlorinating agent at the exit of the basins to eliminate chlorine after disinfection has taken place.

Some treated and disinfected domestic wastewater is used periodically in the city golf course and the city sports complex for landscape irrigation. The WWTP has four (4) unlined sludge drying beds that are equipped with an under-drainage system. These units are currently not in use, though can be in case of an emergency. After passing through the digestion basins, sludge is sent to the belt press. The dried sludge material from the belt press is fed into lined roll-off containers and transported to the Red Rock Regional Landfill. Sludge may also be hauled from the digestion units by injector truck to a 100-acre parcel of land adjacent to the WWTP for surface disposal in case of an emergency. The practice of utilizing the drying beds and surface disposal was ceased due to aromatics. The non-operational on-site incinerator previously proposed to assist in drying the sludge material for emergency situations has been deemed “not cost effective” to repair, as the manufacturer is no longer in business and available servicing is cost prohibitive.

The WWTP is a gravity flow system with five (5) lift stations (LS) (Identified in **Table 1** below). Only the Mentmore LS is equipped with a standby generator, which is exercised regularly . The other 4 LS’s have quick-connect features allowing for portable generator hook-up in the event of power loss. Additionally, in the event of a local power outage, an emergency generator at the headworks is available to operate the main lift station in the facility.

At this juncture it should be noted the communities of Gamerco located approximately 4.3-miles northeast and Williams Acres located approximately 3.4-miles southwest, both located outside the corporate limits of the City of Gallup contribute approximately 22.3 million gallons (MG) (61,100 gpd) (Appendix 2 Gamerco Service Agreement) and 5.94 million gallons (MG) (16,500 gpd) of wastewater annually (28.31 MG), respectively (depicted in **Aerial Image #2** below). (Refer to **Appendix 2** Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Satellite Communities and Sewer Use Ordinance (SUO), **Appendix 4** Gamerco Service Agreement and **Appendix 5** Williams Acres Water and Sanitation District Service Agreement).

Table 1: City of Gallup Lift Stations

Lift Station Name	Approximate Location
Red Rock	South of the Electric Substation along Padre Canyon Road
Indian Hills	North of Aztec and West of Coyote Canyon Drive
Maxwell	Near proximity of McKinley and J M Montoya
Tomada	Near proximity of County Rd-1 and Camino de las Caballos
Mentmore	Near proximity to County Road-1 and West Chee Dodge Blvd.

The CoG identified their only IU as Rhino Health (<https://rhinohealthgloves.com>) (**Appendix 6** Rhino Health Service Agreement) nitrile glove manufacturer. This IU and discussion with others have resulted in the CoG commencing work on preparation of an Industrial Pretreatment ordinance.



Image 1: Overall view of the City of Gallup's Wastewater Treatment Plant. Aerial from Google Earth maps.



Image 2: Community of Gamerco WSD and Williams Acres, New Mexico in relation to the City of Gallup's Wastewater Treatment Plant.

Additionally, Gallup has implemented written policies and procedures to address any potential sanitary sewer overflow events (SSOs), and standard operating procedures (SOPs) pertaining to facility operations and maintenance (O&M). Furthermore, by City Ordinance, a Fats, Oils and Grease (FOG) program was enacted with respect to existing and/or new FOG contributors.

Section II - OBSERVATIONS

I observed the following on August 30, 2022, and August 31, 2022.

- The CoG contract operator (Jacobs) maintains the five (5) lift stations (LS) identified in **Table 1** above and further described in **Table 2** below. Four of the 5 LSs exhibited extensive vegetative overgrowth exacerbated by the recent intense rain events.

Table 2

Lift Station Name	Observations/Comments
Red Rock	Fenced enclosure. Grinder pumps installed circa June 2019. Lacking signage, back-up power and alarms
Indian Hills	Fenced enclosure. Lacking signage, back-up power and alarms
Maxwell	Fenced enclosure. Lacking signage, back-up power and alarms
Tomada	Lacking fenced enclosure, signage, hatchway safety gate, back-up power and alarms
Mentmore	Enclosed CMU* building. Pumps are serviced monthly and on-site generator is exercised monthly.

***Note:** CMU- Concrete masonry unit (i.e., cinder block)

- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates 65 Sanitary Sewer Overflow (SSO) events for the period January 1, 2020, through September 6, 2022 (Refer to Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Tracking SSOs (TRK) and Appendix 3 SSO Summary for 2020, 2021 and 2022)).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place pertaining to Satellite Communities wastewater contributions (Refer to **Appendix 2** Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- **Satellite Communities and Sewer Use Ordinance (SUO)**: §SUO-05, thru, §SUO-07, and §SUO-11 thru §SUO-14), **Appendix 4** Gamerco Service Agreement) and **Appendix 5** Williams Acres Water and Sanitation District Service Agreement).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place pertaining to Training (TR) (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Training (TR)**: §TR-05).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place

pertaining to Safety (SAF) (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Safety (SAF):** §SAF-07 and §SAF-09).

- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place pertaining to Customer Service (CS) (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Customer Service (CS):** §CS-01 thru §CS-10).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Equipment Parts Inventory (EPI)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Equipment Parts Inventory (EPI):** §EPI-01, §EPI-02 and §EPI-05).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Management Information System (MIS)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Management Information System (MIS):** §MIS-04, and §MIS-05).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Internal TV Inspection (TVI)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Internal TV Inspection (TVI):** §TVI-01 thru §TVI-06 and §TVI-08).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Manhole Inspection and Assessment (MAN)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Manhole Inspection and Assessment (MAN):** §MAN-03, §MAN-05 and §MAN-06).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Pump Stations (PS)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Pump Stations (PS):** §PS-03, §PS-05 thru §PS-07) and **Table 1 and Table 2** above.
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Overflow Emergency Response (OERP)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Overflow Emergency Response (OERP):** §OERP-03, §OERP-08, §OERP-10 and §OERP-12).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Smoke & Dye Testing (SDT)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Smoke & Dye Testing (SDT):** §SDT-01 thru §SDT-08, §SDT-11 and §SDT-12).
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or protocol in-place pertaining to **Hydrogen Sulfide (H₂S) Monitoring and Control (HSMC)** (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Hydrogen Sulfide Monitoring and Control (HSMC):** §HSMC-01, §HSMC-08, §SDT-11 and §SDT-12).

Section III – AREAS OF CONCERN

A review of the ICIS database for the period from January 1, 2020, to August 31, 2022 (**Appendix 2**) indicates NPDES permit excursions.

- A review of the Integrated Compliance Information System (ICIS) indicates several NPDES permit single event violations (January, February, March, April, May, June and December 2020; February, March, April, May, July, August, October, November and December 2021; March, April, June, July and August 2022), schedule violations (August 2020), and effluent violations (February, March, June, September, November and December 2020; February, April, May, June, July, August, September, October, November and December 2021; January, March, April, May, June, July and August 2022).

The following additional areas of concern (AOCs) were observed, identified and/or discussed with the City of Gallup (CoG):

- As identified in previous Compliance Evaluation Inspection (CEI) reports and in the CoG complete Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document (Refer to **Appendix 2** Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Tracking SSOs (TRK) and **Appendix 3** SSO Summary for 2020, 2021 and 2022)), the CoG continues to experience significant SSO events.
- The CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place pertaining to Satellite Communities wastewater contributions (Refer to **Appendix 2** Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- **Satellite Communities and Sewer Use Ordinance (SUO)**: §SUO-05, thru, §SUO-07, and §SUO-11 thru §SUO-14), **Appendix 4** Gamerco Service Agreement) and **Appendix 5** Williams Acres Water and Sanitation District Service Agreement). This potentially could exacerbate NPDES permit excursions.
- A review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document indicates CoG does not have a mechanism or written protocol in-place pertaining to Safety (SAF) specifically §SAF-09 (Refer to **Appendix 2 Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document- Safety (SAF)**: §SAF-07 and §SAF-09).

EPA Region 6 inspector David Esparza, PE conducted a closing conference at the City of Gallup at 10:00 AM (MST) on August 31, 2022, for the inspection. Additionally, AOCs identified through review of the CoG completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment documents were determined after the conclusion of the inspection and were not included in the closing conference.

Section IV – FOLLOW UP

The following information was received by EPA, after exiting the Facility on August 31, 2022:

- A City of Gallup Completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document
- Community of Gamerco Service Agreement

- Williams Acres Water and Sanitation District Service Agreement and wastewater contribution amount
- Industrial user (IU) Rhino Health Service Agreement

Section V – LIST OF APPENDICES

Appendix 1 – Photo Log – 10 photos taken 8/30-31/2022

Appendix 2 – City of Gallup Completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document

Appendix 3 – SSO Summary for 2020, 2021 and 2022

Appendix 4 – Community of Gamerco Service Agreement

Appendix 5 – Williams Acres Water and Sanitation District Service Agreement

Appendix 6 – Industrial user (IU) Rhino Health Service Agreement

Appendix 7 – Review of the Integrated Compliance Information System (ICIS) Database for the period from January 1, 2020, to August 31, 2022

Appendix 8 – Opening and Closing Sign-in Sheets

Appendix 1

Photograph Log



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 1

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Red Rock Lift Station. Fenced enclosure. Grinder pumps were installed circa June 2019. Lacking signage, back-up power and alarms (audible or flashing lights) (DSCN2300). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 2

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Indian Hills Lift Station. Fenced enclosure. Lacking signage, does have stub-out for back-up power and audible alarms (DSCN2302). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 3

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Indian Hills Lift Station. Deodorizer installed below LS safety gate. (DSCN2302).
Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 4

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Indian Hills Lift Station. Bioxide used in effort to lower Hydrogen Sulfide (H_2S) gas in lift station. (DSCN2303). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 5

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Maxwell Lift Station. Fenced enclosure. Lacking signage, does have stub-out for back-up power and audible alarms (DSCN2307). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 6

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Tomada Lift Station. Lacking fenced enclosure, signage, hatchway safety gate, back-up power and alarms (audible or flashing light) (DSCN2312). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 7

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Mentmore Lift Station. Enclosed CMU* (CMU- Concrete masonry unit (i.e., cinder block) building. On-site generator is exercised monthly. (DSCN2311). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 8

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup- Mentmore Lift Station. Pumps inside Mentmore LS. Pumps are serviced monthly (DSCN2309). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 9

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup WWTP Headworks. This equipment is scheduled for replacement and are alternated. The pump on the right of the photograph was utilized to assist in the significant Inflow & Infiltration (I&I) during the late July and August rain events. (DSCN2313). Photographed by D. Esparza



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Photograph Log

Photo No. 10

Location: Gallup WWTP		
City: Gallup	County/Parish: McKinley	State: New Mexico



City of Gallup WWTP Outfall to the Rio Puerco.(DSCN2317). Photographed by D. Esparza

Appendix 2

City of Gallup Completed Capacity, Management, Operation and Maintenance (CMOM) Self-Assessment document

CAPACITY, MANAGEMENT, OPERATION AND MAINTENANCE (CMOM) **Program Self-Assessment**

Compiled By:

Name: Michael Declercq_____

Title: Water/Wastewater Superintendent_____

Date: 1 Sept 2022_____

Staffing list and Organization chart: Attach separate document as needed

General Information

Service area	66	Service population	21,943
	SO. MILES		PEOPLE
Annual precipitation	11.45 inches*		
	NUMBER		

*Find your annual New Mexico precipitation here: <https://wrcc.dri.edu/summary/Climsmnm.html>

# of Treatment Facilities	1	WWTP design capacity	3.5
	NUMBER		MGD
Average Daily Flow	2.19	Average dry weather flow	1.6
	MGD		MGD
Manholes	2872	Number of air vacuum relief valves	19
	NUMBER		NUMBER

Service Area Characteristics

Residential	4509	Commercial	1090
Industrial	1	Institutional	253
Multi-Family	496	Other	32
	NUMBER		NUMBER
Total		6381	
		NUMBER	

Collection system service lateral responsibility (check one)

At main line connection only	XXXXXX
From main line to property line or easement/cleanout	
Beyond property line/clean out	
Other:	

Comments:

What percent of sewer system is served by combined sewers (i.e., sanitary sewage and storm water in the same pipe)?	0 %
	PERCENT

Collection System Information

Conveyance & Pumping		Pump Stations		Vacuum Stations		
	Gravity Sewers	Stations	Force Mains	Stations	Vacuum Lines	Force Mains
Pipes and pumps: Length/quantity	131.68	5	6.33	0	0	0
	MILES	NUMBER	MILES	NUMBER	MILES	MILES
Age of system: 0-25 years old	22.97	4	94	0	0	0
	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	PERCENT
26-50 years old	40.09	1	6	0	0	0
	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	PERCENT
51-75 years old	23.63	0	0	0	0	0
	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	PERCENT
>75 years old	13.31	0	0	0	0	0
	PERCENT	NUMBER	PERCENT	NUMBER	PERCENT	PERCENT
Number of Inverted siphons	0					
	NUMBER					

Pipe Diameter Information	Gravity Sewers	Force Mains	Vacuum Lines
8 inches or less	63.73	70.70	0
	PERCENT	PERCENT	PERCENT
9-14 inches	17.35	29.30	0
	PERCENT	PERCENT	PERCENT
15 - 36 inches	11.63	0	0
	PERCENT	PERCENT	PERCENT
> 36 inches	7.29	0	0
	PERCENT	PERCENT	PERCENT

Comments:

Pipe Material Information	Gravity Sewer	Force Mains	V acuum
Prestressed concrete cylinder pipe (PCCP)	0	0	0
	PERCENT	PERCENT	PERCENT
High density polyethylene (HOPE)	0	0	0
	PERCENT	PERCENT	PERCENT
Reinforced concrete pipe (RCP)	0	0	0
	PERCENT	PERCENT	PERCENT
Polyvinyl Chloride (PVC)	39.47	93.99	0
	PERCENT	PERCENT	PERCENT
Vitrified Clay Pipe	53.04	0	0
	PERCENT	PERCENT	PERCENT
Cast Iron Pipe (CIP), Ductile Iron Pipe (DIP)	4	6.01	0
	PERCENT	PERCENT	PERCENT
Non-reinforced concrete pipe	.17	0	0
	PERCENT	PERCENT	PERCENT
Asbestos cement pipe	1.08	0	0
	PERCENT	PERCENT	PERCENT
Brick	0	0	0
	PERCENT	PERCENT	PERCENT
Fiberglass	0	0	0
	PERCENT	PERCENT	PERCENT
Cured in Place	0	0	0
	PERCENT	PERCENT	PERCENT
Fold and Form	0	0	0
	PERCENT	PERCENT	PERCENT

Comments: unknown pipe- 1.87%, other types 0.29%

Engineering Design (ED)

Checklist Item		Yes	No	N/A
ED-01	Is there a document which includes design criteria and standard construction details?	XXXX		
	Comments:			
ED-02	Is there a document that describes the procedures that the utility follows in construction design review?	XXXX X		
	Comments:			
ED-03	Are WWTP and O&M staff involved in the design review process?	XXXX		
	Comments:			
ED-04	Is there a procedure for testing and inspecting new or rehabilitated system elements both during and after the construction is completed?	XXXX X		
	Comments:			
ED-05	Are construction sites supervised by qualified personnel (such as professional engineers) to ascertain the construction is in accordance with the agreed upon plans and specifications?	XXXX		
	Comments:			
ED-06	Are new manholes tested for inflow and infiltration?	XXX		
	Comments:			
ED-07	Are new gravity sewers checked using closed circuit TV inspection?		XXX	
	Comments:			
ED-08	Does the utility have documentation on private service lateral design and inspection standards?		XXX	
	Comments:			
ED-09	Does the utility attempt to standardize equipment and sewer system components?	XXXX		
	Comments:			
Comments:				

Satellite Communities and Sewer Use Ordinance (SUO)

Checklist Item	Yes	No	N/A
SUO-01 Does the utility receive flow from satellite communities? IF NO, GO TO NEXT SECTION Comments: Gamerco WSD and Williams Acres	XXXX		
SUO-02 What is the total area from satellite communities that contribute flow to the collection system? (<i>Acres or square miles</i>) Comments: Gamerco- 0.41 sq miles, Williams acres- .23 sq miles			
SUO-03 Does the utility require satellite communities to enter into an agreement? IF NO, GO TO QUESTION SUO-06 Comments:	XXX		
SUO-04 Does the agreement include the requirements listed in the sewer use ordinance? Comments:	XXXX		
SUO-05 Do the agreements have a date of termination and allow for renewal under different terms? Comments:		XXXX	
SUO-06 Does the utility maintain a legal authority to control the maximum flow introduced into the collection system from satellite communities? Comments:		XXXX	
SUO-07 Are standards, inspections, and approval for new connections clearly documented in a SUO? Comments:		XXXX	
SUO-08 Does the SUO require satellite communities to adopt the same industrial and commercial regulatory discharge limits as the utility? Comments:	XXX		
SUO-09 Does the SUO require satellite communities to adopt the same inspection and sampling schedules as required by the pretreatment ordinance? Comments:		XXXX	
SUO-10 Does the SUO require satellite communities or the utility to issue control permits for significant industrial users? Comments:		XXXX	

Checklist Item		Yes	No	N/A
SU0-11	Does the SUO contain provisions for addressing overstrength wastewater from satellite communities?		XXX	
	Comments:			
SU0-12	Does the SUO contain procedures for the following?			
	Inspection standards		XX	
	Pretreatment requirements		XXX	
	Building/sewer permit issues		XXX	
	Comments:			
SU0-13	Does the SUO contain general prohibitions of the following materials?			
	Fire and explosion hazards		XXX	
	Corrosive materials		XXX	
	Obstructive materials		XXX	
	Oils or petroleum		XXX	
	Material which may cause interference at the wastewater treatment plant		XXX	
	Comments:			
SU0-14	Does the SUO contain procedures and enforcement actions for the following?			
	Fats, oils, and grease (FOG)		XXX	
	Infiltration and inflow		XXX	
	Building structures over the sewer lines		XXX	
	Storm water connections to sanitary lines (downspouts)		XXX	
	Defects in service laterals located on private property		XX	
	Sump pumps, air conditioner connections		XXX	
	Comments:			

Comments:

Organizational Structure (OC)

Checklist Item		Yes	No	N/A
OC-01	Is an organizational chart available that shows the overall personnel structure for the utility, including operation and maintenance staff?	XXX		
	Comments:			
OC-02	Are up-to-date job descriptions available that delineate responsibilities and authority for each position?	XXX		
	Comments:			
OC-03	Are the following items discussed in the job descriptions?			
	Nature of work to be performed	XXX		
	Minimum requirements for the position	XXX		
	Necessary special qualifications or certifications	XXX		
	Examples of the type of work	XXX		
	list of licenses required for the position	XXX		
	Performance measures or promotion potential	XXXX		
	Comments:			
OC-04	What percent of staff positions are currently vacant?	16%		
	Comments:			
OC-05	On average how long do positions remain vacant? (<i>months</i>)	6 months		
	Comments:			
OC-06	What percent of utility work is contracted out?	5 %		
	Comments:			

Comments:

Checklist Item		Yes	No	N/A
IC-01	Which of the following methods are used to communicate with utility staff?			
	Regular meetings	XXX		
	Bulletin boards	XXX		
	E-mail	XXX		
	Cell Phones	XXX		
	Other (explain)	XXX		
	Comments: Radio			
IC-02	How often are the staff meetings held? (e.g., <i>Daily, Weekly, Monthly, etc.</i>)			
	Comments: Weekly or as needed			
IC-03	Are incentives offered to employees for performance improvements?		XXX	
	Comments:			
IC-04	Does the utility have an "Employee of the Month/Quarter/Year" program?		XXX	
	Comments:			
IC-05	How often are performance reviews conducted? (e.g. <i>Semi-annually, Annually, etc.</i>)			
	Comments: Annually			
IC-06	Does the utility regularly communicate/coordinate with other municipal departments?	XXX		
	Comments:			

Comments:

Checklist Item		Yes	No	N/A
BUD-01	What is the average annual fee for residential users?			
	Comments: \$389.64			
BUD-02	How often are user charges evaluated and adjusted? (e.g. annually, biannually. etc.)			
	Comments: base rate plus usage fee based on % of water use			
BUD-03	Are utility-generated funds used for non-utility programs?		XXX	
	Comments:			
BUD-04	Are costs for collection system operation and maintenance (O&M) separated from other utility services such as water, storm water, and treatment plants? IF NO, GOTO BUD-07	XXX		
	Comments:			
BUD-05	What is your average annual (O&M) budget?			
	Comments: \$3,361, 751			
BUD-06	What percentage of the utility's overall budget is allocated to maintenance of the collection system?			
	Comments: 4. 3 %- \$145,000 Note# There is a separate capital budget item called Minor Repairs of \$250,000 for unscheduled emergency repairs.			
BUD-07	Does the utility have a Capital Improvement Plan (CIP) that provides for system repairs/replacements on a prioritized basis?	XXXX		
	Comments:			
BUD-08	What is your average annual CIP budget?			
	Comments: \$0, using ARP monies to get projects done			

Comments:

Checklist Item		Yes	No	N/A
BUD-09	What percentage of the maintenance budget is allotted to the following maintenance?			
	Predictive maintenance -5 %			
	Preventive maintenance – 80%			
	Corrective maintenance -10 %			
	Emergency maintenance -5%			
	Comments: amounts estimated and vary greatly year to year based on events.			
BUD-10	Does the utility have a budgeted program for the replacement of under-capacity pipes?		XXX	
	Comments:			
BUD-11	Does the utility have a budgeted program for the replacement of over-capacity pipes?		XXX	
	Comments:			

Comments:

Training (TR)

Checklist Item		Yes	No	N/A
TR-01	Does the utility have a formal job knowledge, skills, and abilities (KSA) training program?	XXX		
	Comments:			
TR-02	Does the training program address the fundamental mission, goals, and policies of the utility?	XXX		
	Comments:			
TR-03	Does the utility have mandatory training requirements identified for key employees?	XXX		
	Comments:			
TR-04	What percentage of employees met or exceeded their annual training goals during the past year?			
	Comments: 50%- had 50% turn over			
TR-05	Does the utility provide training in the following areas?			
	Safety	XX		
	Routine line maintenance	XX		
	Confined space entry	XX		
	Traffic control	XX		
	Record keeping	XX		
	Electrical and instrumentation			XX
	Pipe repair	XX		
	Bursting/ CIPP			XX
	Public relations			XXX
	SSO/Emergency response	XXX		
	Pump station operations and maintenance			XXX
	CCTV and trench/shoring	XX		
	Other			
	Comments:			
	TR-06	Are operator and maintenance certification programs used? IF NO GO TO TR-08	XX	
Comments:				
TR-07	Are operator and maintenance certification programs required?	XX		
	Comments: For appropriate personnel.			
TR-08	Is on-the-job training progress and performance measured?	XX		
	Comments:			

Checklist Items		Yes	No	NA
TR-09	Which of the following methods are used to assess the effectiveness of the training?			
	None			
	Periodic testing	XX		
	Drills			
	Demonstrations			
	Comments:			
TR-10	What percentage of the training offered by the utility is in the form of the following?			
	Manufacturer training 10%			
	On-the-job training 40%			
	In-house classroom training 50%			
	Industry-wide training 0 %			
	Comments:			

Checklist Item		Yes	No	N/A
SAF-01	Does the utility have a written safety policy?	XX		
	Comments:			
SAF-02	How often are safety procedures reviewed and revised? (Annually, quarterly, etc.)			
	Comments: Annually			
SAF-03	Does the utility have a safety committee?	XX		
	Comments:			
SAF-04	Are regular safety meetings held with the utility employees?	XX		
	How often?	Varies- monthly- semimonthly		
	Comments:			
SAF-05	Does the utility have a safety training program?	XXX		
	Comments:			
SAF-06	Are records of employee safety training kept up to date?	XXX		
	omments:			

Checklist Item		Yes	No	N/A
SAF-07	Does the utility have written procedures for the following?			
	Lockout/tagout	XX		
	Material safety data sheets (MSDS)	XX		
	Chemical handling	XX		
	Confined spaces permit programs	XX		
	Trenching and excavations safety	XXX		
	Biological hazards in wastewater	XXX		
	Traffic control and work site safety			XXX
	Electrical and mechanical systems	XXX		
	Pneumatic and hydraulic system safety		XXX	
Comments:				
SAF-08	What is your agency's lost-time injury rate?			
	Comments: 0 for 2021 and 2022			
SAF-09	Are the following equipment items available and in adequate supply?			
	Rubber/disposable gloves	XXX		
	Confined space ventilation equipment	XXX		
	Hard hats, safety glasses, rubber boots	XX		
	Antibacterial soap and first aid kit	xx		
	Tripods or non-entry rescue equipment	xxx		
	Fire extinguishers	xxx		
	Equipment to enter manholes	xxx		
	Portable crane/hoist	xx		
	Atmospheric testing equipment and gas detectors	xx		
	Oxygen sensors			xxx
	H2S Monitors			xxxx
	Full body harness	xxx		
	Protective clothing	xxx		
	Traffic/public access control equipment			xxx
	5-minute escape breathing devices			xxx
	Life preservers for lagoons			xxx
	Life preservers at activated sludge plants	xxxx		
	Fiberglass or wooden ladders for electrical work	xx		
	Respirators and/or self-contained breathing apparatus	xxx		
	Methane gas or optical vector (OVA) analyzer			xxxx
	Lower explosion limit (LEL) metering	xxx		
Comments:				
SAF-10	Are safety monitors clearly identified?	xxx		
	Comments:			

Checklist Item		Yes	No	N/A
CS-01	Does the utility have a customer service and public relations program? IF NO GO TO CS-03		XXX	
	Comments:			
CS-02	Does the customer service program include giving formal presentations on the wastewater field to the following?			
	Schools and universities		xxx	
	Community gatherings		xx	
	Local officials		xx	
	Businesses		xx	
	Media		xxx	
	Citizens		xxx	
	Building Inspector(s)		xxx	
	Public utility officials		xxx	
	Comments:			
CS-03	Are employees of the utility specifically trained in customer service?		xxx	
	Comments:			
CS-04	Are there sample correspondence, 0/A's, or "scripts" to help guide staff through written or oral responses to customers?		xxx	
	Comments:			
CS-05	What methods are used to notify the public of major construction or maintenance work?			
	Door hangers	xx		
	Public radio or T.V. announcements	xxx		
	Newspaper	xxx		
	Flyers	xxx		
	Signs		xxx	
	Other		xx	
	None		xxx	
	Comments:			

Checklist Item		Yes	No	N/A	
CS-06	Is a homeowner notified prior to construction that his/her property may be affected?	xxx			
	Comments:				
CS-07	Do you provide information to residents on cleanup and safety procedures following basement backups and overflows from manholes when they occur?		xxx		
	Comments:				
CS-08	Does the utility have a customer service evaluation program to obtain feedback from the community?		xx		
	Comments:				
CS-09	Do customer service records include the following information?				
	Personnel who received the complaint or request	xxx			
	Nature of the complaint or request	xxx			
	To whom the follow-up action was assigned	xxx			
	Date of the complaint or request	xxx			
	Date the complaint or request was resolved	xxx			
	Total days to end the problem		xxx		
	Name, address, and telephone number of the customer	xxx			
	Location of the problem	xxx			
	Date the follow up action was assigned	xxx			
	Cause of the problem	xxx			
	Feedback to customer	xxx			
	Comments:				
	CS-10	Does the utility have a goal for how quickly customer complaints (or emergency calls) are resolved? IF NO, GO TO NEXT SECTION		xxx	
		Comments:			
CS-11	What percentage of customer complaints (or emergency calls) are resolved within the timeline goals?				
	Comments:				

Equipment & Collection System Maintenance (ESM)

Checklist Item		Yes	No	N/A
ESM-01	Is a maintenance card or record kept for each piece of mechanical equipment within the collection system? IF NO, GOTO ESM-03	xxx		
	Comments:			
ESM-02	Do equipment maintenance records include the following information?			
	Maintenance recommendations	xx		
	Instructions on conducting the specific maintenance activity	xx		
	Other observations on the equipment	xxx		
	Maintenance schedule	xxx		
	A record of maintenance on the equipment to date	xx		
	Comments:			
ESM-03	Are dated tags used to show out-of-service equipment?	xxx		
	Comments:			
ESM-04	Is there an established system for prioritizing equipment maintenance needs?	xxx		
	Comments:			
ESM-05	What percent of repair funds are spent on emergency repairs?			
	Comments: N/A- \$ 250,000 set aside for emergency repairs.			
ESM-06	Are corrective repair work orders backlogged more than six months?			xxx
	Comments:			
ESM-07	Do collection system personnel coordinate with state, county, and local personnel on repairs, before the street is paved?	xxxx		
	Comments:			

Comments:

Equipment Parts Inventory (EPI)

Checklist Item		Yes	No	N/A
EPI-01	Have critical spare parts been identified?		XXX	
	Comments:			
EPI-02	Are adequate supplies on hand to allow for two-point repairs in any part of the system?		XXX	
	Comments:			
EPI-03	Is there a parts standardization policy in place?	XXX		
	Comments:			
EPI-04	Does the utility have a central location for storing spare parts?	XXX		
	Comments:			
EPI-05	Does the utility maintain a stock of spare parts on its maintenance vehicles?		XX	
	Comments:			
EPI-06	Does the utility have a system in place to track and maintain an accurate inventory of spare parts?	XXX		
	Comments:			
EPI-07	For those parts which are not kept in inventory, does the utility have a readily available source or supplier?	XXXX		
	Comments:			

:comments:

Checklist Item		Yes	No	N/A
MIS-01	Does the utility have a management information system (MIS) in place for tracking maintenance activities? <i>(Either electronic or good paperfiles)</i> IF NO, GO TO NEXT SECTION	XXX		
	Comments:			
MIS-02	Are the MIS records maintained for a period of at least three years?	XXX		
	Comments:			
MIS-03	Is the MIS able to distinguish activities taken in response to an overflow event?	XXX		
	Comments:			
MIS-04	Are there written instructions for managing and tracking the following information? (Check all that apply)			
	Complaint work orders	xxx		
	Schedule work orders	xxx		
	Customer Service	xxx		
	Scheduled preventive maintenance	xx		
	Scheduled. Inspections	xx		
	Scheduled system inventory	xxx		
	Safety incidents	xxx		
	Scheduled monitoring/sampling	xxx		
	Compliance/overflow tracking	xxx		
	Equipment/tools tracking	xx		
	Parts inventory		xxx	
MIS-05	Do the written instructions for tracking procedures include the following information?			
	Accessing data and information		xx	
	Instructions for using the tracking system		xx	
	Updating the MIS		xx	
	Developing and printing reports		xx	
	Comments:			

Checklist Item		Yes	No	N/A
MI5-06	How often is the management information system updated?			
	Immediately	xx		
	Within one week of the "incident"	xx		
	Monthly	xx		
	Other:			
	Comments: direct link from field tablets to Lucidity Asset management system plus maps are updated automaticly.			

Comments:

Checklist Item		Yes	No	N/A
MAP-01	Are "as built" plans (record drawings) or maps available for use by field crews in the office and in the field?	xx		
	Comments:			
MAP-02	Is there a procedure for field crews to record changes or inaccuracies in the maps and update the mapping system?	xx		
	Comments:			
MAP-03	Do the maps show the date the map was drafted and the date of the last revision?		xxx	
	Comments: updated instantly as changes are entered			

Comments:

Checklist Item		Yes	No	N/A
MAP-04	Do the sewer line maps include the following?			
	Scale	xx		
	North arrow		xx	
	Date the map was drafted	xx		
	Date of last revision	xx		
	Service area boundaries	xx		
	Property lines	xx		
	Other landmarks (Roads, water bodies, etc.)	xxx		
	Manhole and other access points	xxx		
	Location of building laterals	xxx		
	Street names	xx		
	SSOs occurrences/CSOs outfalls	xxx		
	Flow monitors		xxx	
	Force mains	xxx		
	Pump stations	x		
	Lined sewers		xx	
	Main, trunk, and interceptor sewers	xx		
	Easement lines and dimensions	xx		
	Pipe material	xx		
	Pipe diameter	xx		
	Installation date	xx		
	Slope	xx		
	Manhole rim elevation	xx		
	Manhole coordinates	xxx		
	Manhole invert elevation	xxx		
	Distance between manholes	xxx		
	Comments:			
MAP-05	Are the following sewer attributes recorded?			
	Size	xxx		
	Shape		xx	
	Invert elevation	xxx		
	Material	xxx		
	Separate/combined sewer			xxx
	Installation date	xxx		
	Comments:			

Checklist Item		Yes	No	N/A
MAP-06	Are the following manhole attributes recorded?			
	Shape		xx	
	Type (e.g., precast, cast in place, etc.)	xx		
	Depth	xx		
	Age	xx		
	Material	xx		
	Comments:			
MAP-07	Is there a systematic numbering and identification system to identify manholes, sewer lines, pump station, etc.?	xx		
	Comments:			

Internal TV Inspection (TVI)

Checklist Item		Yes	No	N/A
TVI-01	Does the utility have a standardization pipeline condition assessment program? If yes, explain		xx	
	Comments:			
TVI-02	Is internal TV inspection used to perform condition assessment? IF NO, GO TO NEXT SECTION	xxx		
	Comments:			
TVI-03	Are there written operation procedures/guidelines for the internal TV inspection program?		xxx	
	Comments:			
TVI-04	Do the internal TV record logs include the following?			
	Pipe size, type, length, and joint spacing	xx		
	Distance recorded by internal TV	xx		
	Results of the internal TV inspection (including a structural rating)		xx	
	Internal TV operator name	xx		
	Cleanliness of the line	xx		
	Location and identification of line being televised by manholes	xxc		
	Comments:			

TVI-05	Is a rating system used to determine the severity of the defects found during the inspection process?		xxx		
	Comments:				
TVI-06	Is there a code list used for internal TV inspection reporting?		xxx		
TVI-07	Approximately what percent of the total defects determined by TV inspection, during the past 5, years were attributed to the following?				
	Debris	0			
	Debris/Grease	0			
	Debris/Roots	10			
	Grease	0			
	Grease/Roots	0			
	Intruding Tap	10			
	Intruding Tap/Roots	10			
	Surcharged	0			
	Offset Joint/Grease	0			
	Roots	0			
	Roots/Debris	0			
	Roots/Grease	0			
	Roots/Grease/Debris	0			
	Roots/Line Failure	0			
	Line Failure	50			
	Sag In Line	0			
	Sag In line/Debris	0			
	Sag In Line/Grease	0			
	Other:	20			
	Other:				
	Total Percentage	100			
	Comments:				
	TVI-08	Are main line and lateral repairs checked by internal TV		xxx	
		Comments:			

Checklist Item		Yes	No	NA
CLN-01	Is there a program to identify sewer line segments, with chronic problems, that should be cleaned on a more frequent schedule?	xxx		
	Comments:			
tLN-02	What is the entire system cleaning frequency? (e.g., every "X" years)			
	Comments: don't get to entire system			
CLN-03	What is the utility's plan for system cleaning (% or frequency in years)?			
	Comments: every 3 years			
CLN-04	What percent of the total cleaning was considered repeat and trouble spot cleaning during the past year?			
	Comments: 80%			
CLN-05	Does the utility have a root control program?	xxxx		
	Comments:			
CLN-06	Does the utility have a fats, oils, and grease (FOG) program?	xxxx		
	Comments:			
CLN-07	What is the average number of stoppages experienced per 100 miles of sewer pipe per year?	112		
	Comments:			
CLN-08	Has the number of stoppages increased, decreased, or stayed the same over the past 5 years?			
	Comments: increased			
CLN-09	Are stoppages plotted on maps and correlated with other data such as pipe size and material or location?	xxxx		
	Comments:			

Comments:

Checklist Item		Yes	No	NA
CLN-10	Do the sewer cleaning records include the following information?			
	Date and time	xx		
	Cause of stoppage	xxx		
	Method of cleaning	xxx		
	Location of stoppage or routine cleaning activity	xxx		
	Identity of cleaning crew	xxx		
	Further actions necessary/initiated	xxx		
	Comments:			
CLN-11	If sewer cleaning is done by a contractor, are videos taken before and after cleaning?			xxxx
	Comments:			

Manhole Inspection and Assessment (MAN)

Checklist Item		Yes	No	N/A
MAN-01	Does the utility have a routine manhole inspection and assessment program? IF NO, GO TO MAN-06	xxx		
	Comments:			
MAN-02	Are the results and observations from the routine manhole inspection recorded?	xxx		
	Comments:			
MAN-03	Does the utility have a goal for the number of manholes inspected annually?		xxx	
	Comments:			
MAN-04	How many manholes were inspected during the past year?	30		
	What is the percent of total manholes were inspected during the	1		
	Comments: This is only a complete separate inspection			

:comments: All manholes are checked for major defects when opened for cleaning.

Checklist Item		Yes	No	N/A
MAN-OS	Do the records for manholes/pipe inspection include the following?			
	Conditions of the frame and cover	xxx		
	Evidence of surcharge		xxx	
	Offsets or misalignments		xx	
	Atmospheric hazards measurements (especially hydrogen sulfide)		xx	
	Details on the root cause of cracks or breaks in the manhole or pipe including blockages	xxx		
	Recording conditions of (corbel, walls, bench, trough, and pipe seals)	xx		
	Presence of corrosion	xxx		
	If repair is necessary	xx		
	Manhole identifying number/location	xx		
	Wastewater flow characteristics (flowing freely or backed UP)	xx		
	Accumulation of grease, debris, or grit	xx		
	Presence of infiltration, location, and estimated quantity		xx	
	Inflow from manhole covers		xx	
	Comments:			
MAN-06	Does the utility have a grouting program?		xxx	
	Comments:			

Comments:

Pump Stations (PS)

Checklist Item		Yes	No	N/A
PS-01	re Standard Operating Procedures (SOPs) and Standard Maintenance Procedures (SMPs) used for each pump station?	XXXX		
	Comments:			
PS-02	Are there enough trained personnel to properly inspect and maintain all pump stations?	XX		
	Comments:			
PS-03	Is there an emergency operating procedure for each pump station?			XXX
	Comments:			
PS-04	Is there an alarm system to notify personnel of pump station failures and overflow?	XXX		
	Comments:			
PS-05	Percent of pump stations with backup power sources			
	Comments: 20%			
PS-06	Does the utility use the following methods when loss of power occurs?			
	On-site electrical generators	XXXXX		
	Portable electric generators		XX	
	Vacuum trucks to bypass pump station	XX		
	Alternate power source		XX	
	Other		XX	
	Comments:			
PS-07	Is there a procedure for manipulating pump operations during wet weather to increase in-line storage of wet weather flows?		XXX	
	Comments:			

;Comments:

Checklist Item		Yes	No	N/A
S-08	Are wet well operating levels set to limit pump start/stops?	xx		
	Comments:			
PS-09	Are the lead, lag, and backup pumps rotated regularly?	xxx		
	Comments:			
PS-10	Are operation logs maintained for all pump stations?	xxx		
	Comments:			
PS-11	Are the manuals that contain the manufacturers recommended maintenance schedules for all pump station equipment available?	xxx		
	Comments:			
PS-12	On average, how often were pump stations inspected during the past year?	monthly		
	Comments:			
PS-13	Are records maintained for each inspection?	xxx		
	Comments:			
PS-14	Average annual labor hours spent on pump station inspections	1095		
	Comments: pump station inspections done by Jacobs.			
PS-15	Percent of pump stations with pump capacity redundancy	100		
	Comments:			
PS-16	Percent of pump stations with dry weather capacity limitations	0		
	Comments:			
PS-17	Percent of pump stations with wet weather capacity limitations	0		
	Comments:			
PS-18	Percent of pump stations calibrated annually	0		
	Comments:			
PS-19	Percent of pump stations with permanent flow meters	0		
	Comments:			

C

Checklist Item		Yes	No	N/A
CA-01	Does the utility have a flow monitoring program?	xxx		
	Comments:			
CA-02	Does the utility have a comprehensive capacity assessment and planning program?	xxx		
	Comments:			
CA-03	Are flows measured prior to allowing new connections?		xx	
	Comments:			
CA-04	Do you have a tool (hydraulic model, spreadsheet, etc.) for assessing whether adequate capacity exists in the sewer system? IF NO, GO TO CA-06.	xxx		
	Comments:			
CA-05	Does your capacity assessment tool produce results consistent with conditions observed in the system?	xxx		
	Comments:			
CA-06	What is the ratio of peak wet weather flow to average dry weather flow at the wastewater treatment plant?	1.3 to 1		
	Comments:			
CA-07	How many permanent flow meters are currently in the system? <i>(Include meters at pump stations and WWTPs)</i>	3		
	Comments:			
CA-08	How frequently are the flow meters checked?			
	Comments: monthly			
CA-09	Do the flow meter checks include the following?			
	Independent water level	xxx		
	Checking the desiccant	xxx		
	Velocity reading			xxx
	Cleaning away debris	xxx		
	Downloading data	xxx		
	Battery condition	xxx		

Comments:

Checklist Item		Yes	No	N/A
CA-10	Are records maintained for each inspection? IF NO, GO TO CA-12	xx		
	Comments:			
CA-11	Do the flow monitoring records include the following?			
	Descriptive location of flow meter			xx
	Type of flow meter			xx
	Frequency of flow meter inspection			xx
	Frequency of flow meter calibration			xx
	Comments:			
CA-12	Does the utility maintain any rain gauges?			xxx
	Comments:			
CA-13	Does the utility have any wet weather capacity problems?			xx
	Comments:			
CA-14	Are low points or flood-plain areas monitored during rain events?	xxx		
	Comments:			
CA-15	Does the utility have any dry weather capacity problems?		xx	
	Comments:			
A-16	Is flow monitoring used for billing purposes, capacity analysis, and/or inflow and infiltration investigations?		xxx	
	Comments:			

Comments:

Tracking SSOs (TRK)

Checklist Item		Yes	No	IN/A
ITRK-01	How many SSO events have been reported in the past 5 years?	1	16	
	Comments:			
il'RK-02	What% of SSOs were less than 1,000 gallons in the past 5 years?	71.5		
	Comments:			
il'RK-03	Does the utility document and report all SSOs regardless of size?			
	Comments: Yes			
TRK-04	Does the utility document basement backups?			
	Comments: yes			
TRK-05	Are there areas that experience frequent street flooding?			
	Comments: yes			

rTRK-06	What% of SSO discharges were from each of the following in the last 5 years?	
	Manholes	60
	Lift/Vacuum Systems (Revised term)	5
	Main and trunk sewers	30
	lateral and branch sewers	5
	Total	100
Comments:		

Checklist Item		Yes	No	N/A
TRK-07	What% of SSO discharges were caused by each of the following in the last 5 years?			
	Construction	0		
	Cause Unknown	10		
	Debris	40		
	Debris/Grease	5		
	Debris/Roots	20		
	Equipment Failure	5		
	Grease	0		
	Sag In Line	0		
	Intruding Tap	0		
	Line Failure	5		
	Manhole/Surcharged	15		
	Offset Joint	0		
	Roots	0		
	Roots/Debris	0		
	Roots/Grease	0		
	Roots/Intruding Tap	0		
	Roots/Line Failure	0		
	Surchar,;ted	0		
	Other(s):	0		
	Grand Total	100		

Comments:

Checklist Item		
TRK-07A	What percentage of SSOs were released to:	
	Storm Sewer	20
	Arroyo/Ditch/Drain	30
	Street/ Parking lot	20

	Private Property	10
	River/Stream/Lake/Bayou/Ocean	20
	Other:	
	Grand Total	100
	Comments:	
TRK-07B	For surface water releases, what percent are to areas that could affect:	
	Contact recreation (beaches, swimming areas)	0
	Drinking water sources	0
	Shellfish growing areas	0
	Fishing or spawning areas	0
	Comments:	

Checklist Item		Yes	No	N/A
TRK-08	How many chronic SSO locations are in the collection system?	6		
	Comments:			
TRK-09	Are pipes with chronic SSOs being monitored for sufficient capacity and/or structural condition?	xxx		
	Comments:			
TRK-10	Prior to collapse, are structurally deteriorating pipelines being monitored for renewal or replacement?	xx		
	Comments:			

comments:

Overflow Emergency Response (OERP)

Checklist Item		Yes	No	N/A
ERP-01	Does the utility have a documented OERP available for utility staff to use? IF NO, GO TO OERP-04		xx	
	Comments:			
OERP-02	How often is the OERP reviewed and updated? (Annually, Biannually, etc.)			

	Comments:			
OERP-03	Are specific responsibilities detailed in the OERP for personnel who respond to emergencies?			
	Comments:			
OERP-04	Are staff continuously trained to respond to emergencies?	xx		
	Comments:			
OERP-05	Do work crews have immediate access to tools and equipment during emergencies?	xx		
	Comments:			
Checklist Item		Yes	No	N/A
OERP-06	Does the utility have procedures for notifying state agencies, local health departments, the NPDES authority, the public, and drinking water authorities of significant overflow events?	xx		
	Comments:			
PERP-07	Does the procedure include a current list of the names, titles, phone numbers, and responsibilities of all personnel involved?	xx		
	Comments:			
PERP-08	Does the utility have a public notification plan?		xx	
	Comments:			
OERP-09	Does the utility have procedures to limit public contact with areas affected by SSOs? <i>(can be delegated to another authority)</i>	xx		
	Comments:			
OERP-10	Does the utility use containment techniques to protect storm systems?		xx	
	Comments:			
OERP-11	Do the overflow records include the following information?			
	Date and time	xx		

	Cause(s)	XX		
	Names of affected receiving water(s)	XX		
	Location	XX		
	How it was stopped	XX		
	Any remediation efforts	XX		
	Estimated flow/volume discharged	XX		
	Duration of overflow	XX		
	Comments:			
ERP-12	Does the utility have signage to keep public from affected area?		XX	
	Comments:			

Checklist Item		Yes	No	N/A
SDT-01	Does the utility have a smoke testing program to identify sources of inflow and infiltration?		xxx	
	Comments:			
SDT-01A	Does the utility have a smoke testing program to identify sources of inflow and infiltration in illegal connectors?		xx	
	Comments:			
SDT-018	Does the utility have a smoke testing program to identify sources of inflow and infiltration in house laterals (private service laterals)?		xx	
	Comments:			
SDT-02	Are there written procedures for smoke testing?		xxx	
	Comments:			
SDT-03	Is there a documented procedure for isolating line segments?		xxx	
	Comments:			

SDT-04	Is there a documented procedure for notifying residents that smoke testing will be conducted in their area?		xxx	
	Comments:			

Comments:

Checklist Item		Yes	No	N/A
SOT-05	What is the guideline for maximum amount of line to be tested at one time? <i>{Feet or Miles}</i>		xx	
	Comments:			
SDT-06	Are there guidelines for the weather conditions under which smoke testing should be conducted?		xx	
	Comments:			
SDT-07	What is the goal for the % of the system smoke tested each year?		xx	
	Comments:			
SDT-08	What% of the system has been smoke tested in the past 5 years?			
	Comments: 0			
SDT-09	Do the written records contain location, address, and description of the smoking element that produced a positive result?		xx	
	Comments:			
SDT-10	Does the utility have a dye testing program?	xx		
	Comments:			
SDT-11	Are there written procedures for dye testing?		xx	
	Comments:			
SDT-12	Does the utility have a goal for the percent of the system dye tested each year?		xxx	

	Comments:		
SDT-13	What percent of the main collection system had been dye tested over the past year?		
	Comments: <1%		
SDT-14	Does the utility share smoke and dye testing equipment with another utility?		xx
	Comments:		
Comments:			

Hydrogen Sulfide Monitoring and Control (HSMC)

Checklist Item		Yes	No	N/A
HSMC-01	How would you rate the system vulnerability for hydrogen sulfide corrosion?			
	Not a problem			
	Only in a few isolated areas			
	A major problem	xxx		
	Comments:			
HSMC-02	Does the utility have a corrosion control program?	xxx		
	Comments:			
HSMC-03	Does the utility take hydrogen sulfide corrosion into consideration when designing new or replacement sewers?	xx		
	Comments:			
HSMC-04	Does the utility have procedures for application of chemicals?	xx		
	Comments:			
HSMC-05	Are the chemical dosages, dates, and locations documented?	xx		
	Comments:			

HSMC-06	Does the utility document where odor is a problem in the system?	xx		
	Comments:			
HSMC-07	Does the utility have a program in place for renewing or replacing severely corroded sewer lines to prevent collapse?	xx		
	Comments:			

Comments:

Checklist Item		Yes	No	N/A
HSMC-08	Are the following methods used for hydrogen sulfide control?			
	Aeration	xx		
	Iron Salts		xx	
	Enzymes		xxx	
	Activated charcoal canisters		xxx	
	Chlorine		xx	
	Sodium hydroxide		xx	
	Hydrogen peroxide		xx	
	Potassium permanganate		xx	
	Biofiltration		xx	
	Other	xx		
	Comments: add bioxide to collection system Aeration is on water side to reduce sulfates in water.			
HSMC-09	Does the system contain air relief valves at the high points of the force main system?	xx		
	Comments:			
HSMC-10	How often are the valves maintained and inspected? (Weekly, Monthly, etc.)	As needed.		

	Comments: as needed		
HSMC-11	Does the utility enforce pretreatment requirements?	IX	I
		XX	I
	Comments:		

:comments:

Infrastructure Security

Although outside the scope of a CMOM program, municipal wastewater utilities should also consider security vulnerabilities. To reduce the threat of both intentional and natural disasters, the utility should take steps to implement appropriate countermeasures and develop or update emergency response plans.

Please summarize any program the utility has for infrastructure security.

Comments: we have all but 1 site fenced, cameras at main areas.
Water sites have intrusion alarms that report to SCADA.

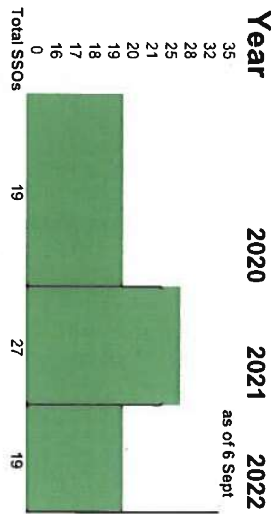
Appendix 3

SSO Summary for 2020, 2021 and 2022

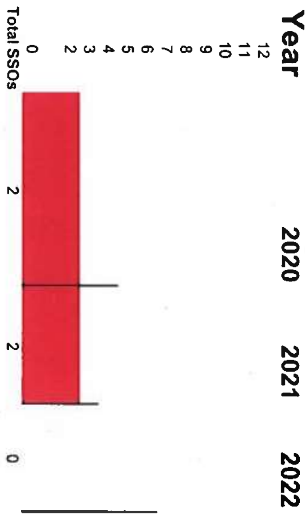
Year	Totals SSOs	Cip item	Grease	Roots	WWT/P/Lift stations	Unknown	debris	raggs/wipes	1&1	other
2020	19	0	2	2	3	1	1	8	1	1
2021	27	1	2	3	4	1	5	6	5	0
2022	19	1	0	3	1	2	2	6	4	0

as of Sept 6th 2022

Total SSOs



Grease related SSOs



Appendix 4

Community of Gomerco Service Agreement

**WATER SERVICE, SEWER SERVICE AND
WATER METERING, BILLING AND COLLECTION AGREEMENT**

THIS WATER SERVICE, SEWER SERVICE AND WATER METERING, BILLING AND COLLECTION AGREEMENT ("Agreement") made and entered into this 14th day of October, 2014, by and between GAMERCO TOWNSITE WATER AND SANITATION DISTRICT, a New Mexico Water and Sanitation District created pursuant to Section 73-21-1 et. seq. NMSA hereinafter referred to as "GAMERCO" and the CITY OF GALLUP, NEW MEXICO, a municipal corporation, hereinafter referred to as "GALLUP".

WHEREAS Gamerco and Gallup over the past thirty-five (35) years have had numerous agreements between themselves and predecessors to Gamerco; and,

WHEREAS Gamerco, and its predecessors in interest, have been involved in litigation with Gallup; and,

WHEREAS two of the lawsuits and Agreements involving Gamerco, its predecessors, and Gallup are as follows:

- I. Gamerco Associates vs. City of Gallup, McKinley County Cause No. CV-76-00002 dealing with water supply; and
- II. City of Gallup vs. Gamerco Townsite Water and Sanitation District, McKinley County Cause No. CV-2005-225-II; and
- III. The following agreements:
 - a) Gamerco Associates Ltd. agreement with Gallup for wastewater dated February 28, 1978;

b) Gamerco Townsite Company for water distribution and liquid waste disposal dated March 27, 1981; and

c) Most recently the court approved agreement for meter, billing and collection agreement between Gamerco and Gallup dated January 31, 2006; and

WHEREAS, there may be other agreements between the parties that have lapsed or are no longer in effect; and

WHEREAS, Gamerco and Gallup wish to define their entire relationship and contract rights in one agreement.

IT IS HEREBY AGREED between the parties as follows:

WATER SERVICE

1. Gamerco and Gallup agree that this Agreement will supersede any and all previous agreements between the parties for water service, sewer service, and for Gallup's metering, billing and collections.
2. Gallup and Gamerco agree that Gamerco shall continue to operate and maintain overall control of the water and sewer system, including any major capital improvements to the system, being responsible for water sampling, water quality, and reporting and being responsible for major repairs to the system. Further Gamerco will be permitted, pursuant to Section 73-21-17 NMSA 1978 comp. to impose any ad valorem taxes (taxes on real property). Gallup agrees to provide water of drinking water quality and which is in conformance with

applicable federal and state regulations to Gamerco at the master water meter and Gamerco is responsible for water quality after it passes through the master meter.

3. The term of this Agreement is for ten (10) years from the date set forth above. This Agreement may be terminated at any time by the written mutual consent of Gallup and Gamerco or by Court order for good cause shown by the party seeking termination.
4. Gallup shall deliver water to Gamerco and Gamerco shall buy water from Gallup at a maximum flow rate of 145 gallons per minute at the Master Meter. In the event that water delivered to Gamerco exceeds 3,300,000 gallons per month for two months in any one calendar year, then Gamerco agrees to pay Gallup one and one half times the then applicable rate (the "Exceedance Rate") for all water received in excess of 3,300,000 gallons per month for the balance of the calendar year. Nothing in this Agreement, however, shall be construed as requiring Gallup to provide water to Gamerco in an amount greater than 3,300,000 gallons per month, or Gamerco to accept delivery of water that it does not need to service its customers; and Gamerco may use other water sources to supply Gamerco's water needs for its customers at Gamerco's sole discretion. In the event Gamerco utilizes other sources of water to supply Gamerco's water needs for two or more months in a calendar year, then the amount of water supplied by Gallup at the rates defined in paragraph 5 below prior to Gamerco being required to pay the Exceedance Rate shall be reduced proportionate to the amount of water from other sources utilized by Gamerco for the remainder of that calendar year.
5. Gamerco will pay Gallup for any water purchased at the percentage rate set out below of the Base Commercial rate charged by Gallup for water within its city limits to commercial customers plus the customary monthly service charge plus any applicable surcharges and

taxes and the actual amount charged to Gamerco by Gallup shall be subject to periodic rate changes in Gallup's water rates over the term hereof. "Base Commercial Rate" means the first (lowest) tier commercial rate charged by Gallup, which is currently 0.04406 cents per cubic foot as of August 1, 2014.

- Effective Date – December 31, 2015 - 75% of Base Commercial Rate
- January 1, 2016 – Termination Date - 80% of Base Commercial Rate

6. Gamerco may use any water so purchased for any lawful purpose commercial or otherwise, however, Gamerco agrees no new industrial water users will be added to its system without the prior written approval of Gallup.
7. Gallup will provide and continue to maintain the master meter measuring water delivered to the Gamerco system up to and including the downstream meter flange and Gamerco will pay the amount that flows through that meter and there will be no adjustments made for leakage beyond the downstream meter flange or for any reason and any water passing through the master meter will be assumed to be consumed by Gamerco and its customers. Gallup will test the master meter at the start of this contract and every five (5) years thereafter and provide Gamerco with the test results. Gamerco may, at any time, request the meter to be tested, if the meter is found to be accurate to within 2 percent Gamerco shall pay to Gallup all costs related to the test, if the meter is found to be less than 98% accurate, Gallup shall bear the cost of the test. Testing shall be performed in accordance with the applicable American Water Works Associated recommended procedures.
8. Gallup will notify Gamerco as soon as possible of any unusual amounts of water delivery to the master meter or any unusual readings (anomalies) in meter readings of Gamerco customers.

9. Gallup makes no representations, warranties, or guarantees about the quality of water produced and sold to Gamerco except as set out in Paragraph 2 above, and Gamerco agrees to accept the quality of water as it exists and subject to any future changes in quality.
10. Gallup is not obligated to provide the maximum amount of water to Gamerco as set out in Paragraph 4 hereof if Gallup declares a water emergency or prolonged water shortage. Declaration of a water emergency shall be at the sole determination of Gallup, and shall be declared upon any condition which limits the ability of Gallup to maintain water production, treatment or delivery capacity in excess of one and one quarter of the average daily demand (excluding usage by Gamerco) for the preceding seventy two (72) hour period in any twenty four hour period. In the event Gallup, for any reason, anticipates a prolonged water shortage Gamerco shall be subject to any and all restrictions placed on the water customers of Gallup. Gamerco understand and agrees that in such an event the amount of water it will be able to purchase will be reduced in proportion to the shortage so as to allow Gallup to maintain water supply to customers of Gallup and Gamerco sufficient to meet minimum drinking water and sanitation standards.
11. Gamerco agrees that it will be responsible for its own storage, transmission and distribution and that it will be responsible for the operation and maintenance of any facilities necessary to receive and distribute water to its customers.

SEWER SERVICE

12. Gamerco agrees to pay sewer charges for sewer service by Gallup to Gallup at the Base Commercial Rate in an amount based upon seventy-five percent (75%) of the water used as metered through the master water meter serving Gamerco.

13. Gamerco agrees that there will be no adjustments for leakage or irrigation use and as far as the Agreement between the parties is concerned, any water that passes through the master water meter will be deemed to have been consumed by Gamerco and its customers and received by Gallup as sewage.
14. Gamerco agrees that there will be no new industrial use of sewer in the Gamerco area without the prior written approval of Gallup.
15. Gamerco agrees that any wastewater discharges into the City of Gallup system conform to Gallup's industrial wastewater ordinance as it may be amended from time to time.
16. Gamerco and Gallup agree that in the event of a Federal or State mandated change to the required level of wastewater treatment, or the strength of Gamerco discharges exceed that of Normal Domestic Waste Water as defined in Title 8 Chapter 5 Section 2 of the Municipal Code as same is amended from time to time Gamerco agrees to pay a flow based pro rata share of any related costs as determined by Gallup. Determination of costs shall be in accordance with Title 8 Chapter 5 Sections 12 and 13 of the Municipal Code as same are amended from time to time, costs charged Gamerco shall be the same as those charged to similar customers, and will be charged as a separate fee.

METER, BILLING AND COLLECTIONS SERVICE

17. Gamerco agrees to have Gallup do all of its meter reading, billing and collection for its residential and commercial water, sewer and solid waste collection accounts, and Gallup will retain the amounts received from Gamerco's customers for these services. Gallup will provide Gamerco with monthly summary reports of account activity including delinquencies.

18. Gamerco agrees to pay Gallup for said services, and Gallup agrees to charge Gamerco through its customers its standard monthly service charge fee for each customer account the same as it charges its typical residential and commercial customers inside the city limits of Gallup. (Currently said charge is \$8.84 per month, per account).
19. Gamerco understands and agrees that this standard service charge fee is amended from time to time by the City of Gallup and agrees to pay any changes in that fee.
20. Gallup agrees to bill for water, waste water and solid waste to Gamerco's customers through their Gallup electric billing so that Gamerco customers will receive one bill for all services. The bills to Gamerco customers will include a footnote noting the inclusion of any charges or surcharges that are not itemized on the bill. Gallup will not bill Gamerco customers for any charges or surcharges that are not expressly authorized by this Agreement or by Gamerco. Any services provided by Gamerco to its customers who do not also receive electric service from Gallup shall be billed and collected by Gamerco.
21. Gallup agrees to read all domestic and commercial water meters for Gamerco and further agrees upon Gamerco being unable to make system repairs, to do any repairs to Gamerco system and meters when called upon by Gamerco on a contract basis of time and materials so long as Gallup has sufficient resources to do the work and it will not interfere with services to its municipal customers. Gallup will notify Gamerco immediately of anomalies in meter readings, either low or high as Gallup has done in the past, or if Gallup discovers an inoperable or unreadable meter. Gamerco can take whatever action they desire upon receiving the information from Gallup and will notify Gallup what action was taken, if any. Gamerco may participate in meter reading ride-alongs with Gallup on request. Gamerco may assume meter

reading responsibilities by written notification of such assumption to Gallup, in which event Gamerco will begin receiving the revenues in an amount of 10% of the monthly service charge fees that are billed to Gamerco customers, or an amount to be negotiated between the parties at a later date as Gamerco assumes more responsibilities over its water system.

22. Gallup agrees to charge Gamerco customers at rates set by Gamerco, said rates shall include a charge to Gamerco customers for an administrative fee/service charge associated with meter reading and billing. Gallup and Gamerco agree that Gallup will charge Gamerco customers the same administrative fee/service charge that Gallup charges its own customers, and Gallup will retain the same as long as Gallup continues to provide said services to Gamerco.
23. Gallup and Gamerco agree that the rates increases are being "ramped-up" based upon the percentage changes in Paragraph 5 is in order to allow Gamerco to obtain public regulatory commission approval if needed. Additionally, Gamerco agrees to give Gallup ninety (90) days notice of any rate change so as to allow Gallup to institute the rate change in its computer billing system.
24. Gamerco and Gallup agree that there will be no additional customers or hookups to the system outside the district boundaries but only potential customers within the geographic boundaries presently served by Gamerco will be allowed with the further understanding that any new industrial usage will not be allowed without Gamerco first obtaining prior written approval of Gallup.
25. Gamerco agrees that it will continue to operate the water and sewer system and make any and all repairs to its system and also will continue to provide for solid waste collection for its customers.

26. Gamerco and Gallup agree that payments made to Gallup for electricity, water, sewer and solid waste shall be deemed as payments for all services and that Gallup will enforce its policies regarding the cutoff Gamerco and customers of Gamerco for non-payment. Should a customer of Gamerco become so delinquent as to require placement of a lien on the property, Gamerco agrees to cooperate with Gallup to place a lien on the property in question. The parties agree to cooperate in collecting all overdue accounts of Gamerco customers.
27. Gamerco shall be responsible for determining who receives water, sewer and solid waste service, the size, location and quantity of service provided. It is agreed that Gallup may provide water, sewer and solid waste services at any Gamerco service address currently in existence at the time this Agreement is executed using normal City Customer Service procedures, provided that Gamerco may at any time request discontinuance of services at one or more service locations. Any new service locations within Gamerco service area shall require the written approval of Gamerco or its agent prior to connection and/or activation by Gallup.
28. Gamerco shall provide Gallup evidence of its approval within forty eight (48) hours of such approval.
29. If an approved service requires the installation or provision of any facility or equipment Gamerco shall be responsible for providing such facility or equipment, and shall coordinate such with the customer and Gallup so that there is no undue delay in providing service.
30. Nothing in this Agreement is deemed to diminish the powers of Gamerco as a district as set out in Section 73-21-16L, NMSA 1978 as to the collection of any rates, tolls or charges, ("...until paid, all rates, tolls or charges constitute a perpetual lien on and against the property

served, and any such lien may be foreclosed in the same manner as provided by the laws of New Mexico for the foreclosure of real estate mortgages...”).

31. Gallup will remit to Gamerco on a monthly basis amounts it bills and collects for solid waste collection and for any additional amounts over and above the amounts retained by Gallup for its services. Gallup will also remit the entire past balance, withholding a three (3) month deposit as it has for the past nine (9) years, still owing to Gamerco in its entirety as of the date this Agreement is signed.

GENERAL

32. The parties hereto agree to cooperate fully in implementing the provisions of this Agreement in its entirety.
33. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties.
34. This Agreement merges all prior agreements, negotiations, litigation and all other disputes between Gallup and Gamerco and Gamerco's predecessors in interest.
35. This Agreement is the final agreement of the parties and may only be modified in writing by the parties. The parties intend that this Agreement will continue beyond ten (10) years if the parties do not enter into a new agreement and the provisions hereof will continue until a new agreement is entered into by the parties.
36. Gallup will provide to Gamerco a monthly report showing: (1) the beginning balance of accounts receivable due to Gamerco (collected); (2) plus current month collections; (3) minus disbursements; and (4) the ending Balance owed to Gamerco. Gallup will provide to Gamerco

a quarterly accounting of Gallup's actions under this Agreement, including but not necessarily limited to: the monthly amount of water delivered to Gamerco; monthly charges for water and sewer; collections for water, sewer, and solid waste; and an accounting of the distribution of funds from collections. Gallup will also provide to Gamerco on a monthly basis a copy of its billing records database for all Gamerco customers. Gallup will provide to Gamerco the foregoing reports by the end of the following month for the preceding month or quarter, as applicable. Gallup will also transmit funds owed to Gamerco by the end of the month of each month for the preceding month.

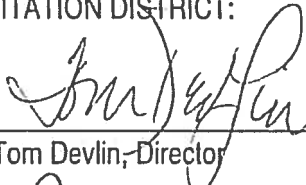
37. Gallup and Gamerco agree that the receivership established by Order entered November 28, 2005, in City of Gallup v. Gamerco Townsite Water and Sanitation District, Eleventh Judicial District, McKinley County, Cause No. CV 2005-225-II, should be dissolved. Gallup, after obtaining the concurrence of Gamerco, will file any documents necessary to obtain a Court Order dissolving the receivership. This Agreement shall become effective after approval of the Eleventh Judicial District Court for McKinley County, Cause No. CV 2005-225-II
38. Gallup and Gamerco agree that if there is a dispute between the parties, that prior to asserting the jurisdiction of the courts, the parties agree to meet to resolve any dispute and agree to mediation with a disinterested third party to attempt to resolve the dispute prior to litigation.
39. This Agreement shall be subject to regulation of the New Mexico Office of the State Engineer, the Laws of the State of New Mexico, and the Ordinances of the City of Gallup.
40. Jurisdiction and venue for interpretation of this Agreement shall be in the District Court for McKinley County, New Mexico.

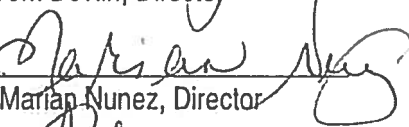
41. Notices to the party shall be sent to:

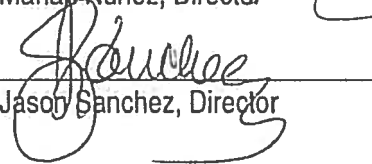
City of Gallup: City Manager
P.O. Box 1270
Gallup, NM 87305

Gamerco: Gamerco Townsite Water
& Sanitation District
P.O. Box 69
Gamerco, NM 87317

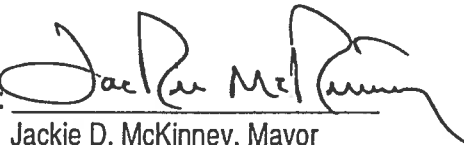
GAMERCO TOWNSITE WATER AND
SANITATION DISTRICT:

By: 
Tom Devlin, Director

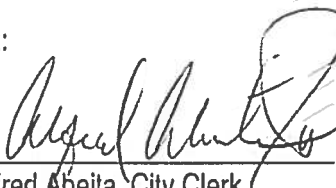
By: 
Marian Nunez, Director

By: 
Jason Sanchez, Director

CITY OF GALLUP:

By: 
Jackie D. McKinney, Mayor

Attest:

By: 
Alfred Abeita, City Clerk

Appendix 5

Williams Acres Water and Sanitation District Service Agreement

09-FEB-3177

**MEMORANDUM
OF
AGREEMENT
BETWEEN THE CITY OF GALLUP;
WILLIAMS WATER & SANATATION DISTRICT;
AND, MCKINLEY COUNTY
CONCERNING FINANCIAL GUARANTEE REGARDING SEWAGE SERVICE TO WILLIAMS
ACRES WATER & SANITATION DISTRICT**

PREAMBLE:

Williams Acres Water and Sanitation District (District) is a recognized Water and Sanitation District, formed in accordance with Chapter 73 Article 21 of NMSA, and that the District was formed by Court Order making it a political subdivision of the State of New Mexico with oversight authority held by the Local Government Division of the Department of Finance and Administration. The subdivision is filed for record with the McKinley County Clerk on June 9, 1960 in Plat Cabinet A Folio 111; and the District includes the Manulito Children's home. The District provides sewage collection and treatment for some 225 units or parcels within their jurisdictional boundary. The Districts current treatment facilities are insufficient to treat existing sewage generated by the Districts customers and are non compliant with applicable State and Federal Regulations.

The District completed a preliminary engineering report of the alternatives to bring the sewage treatment facilities into compliance with applicable State and Federal Regulations. As a result of the Study it was determined that the best and most economical solution to address the system deficiencies would be to abandon the Districts current treatment facilities and connect their system to the City of Gallup Collection and Treatment System.

The City of Gallup under certain terms and conditions has agreed to accept the Districts sewage for treatment. Under the terms and conditions of a contract by and between the District and the City among other things the District has agreed to pay the City a Connection Fee, as set forth in the Recitals section paragraph J in the Sewer Service Agreement (Exhibit A).

To date the District has obtained some \$1,025,000 from various sources to Plan, Design and Construct the facilities necessary to collect, pump, convey & meter sewage from the District to the City of Gallup.

The City has agreed that in the event the District has insufficient funding to complete construction of the collection, pumping, conveyance and metering facilities and pay to the City the connection fee, the District shall establish an escrow account payable to the City or other method acceptable to the City whereby the District shall establish a method by which to fund the account in a manner sufficient to ensure payment in full to the City within 10 (ten) years from the date of connection to the City.

If for any reason the District is unable to pay the City all or part of the connection fee the District shall use its best efforts to impose a tax levy pursuant to NMSA 1978 §§ 73-21-18 & 73-21-19; and and/or impose a special assessment to cover the cost. If for any reason the District fails to or is unable to pay the City all or part of the connection fee and is unable to impose a special assessment district the County will use its lawful authority to create a special assessment district or improvement district to assess a property tax on the residents of the District to make up any payment to the City.

TERMS AND COMMITMENTS:

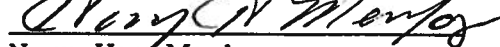
1. City of Gallup Commitments. The City of Gallup shall under the terms and conditions of the contract by and between Williams Acres Water and Sanitation District (District) and the City of Gallup (City) attached hereto as Exhibit A, and upon execution of this MEMORANDUM OF AGREEMENT accept for treatment sewage from the Williams Acres Water and Sanitation District for a period of not less than 10 (ten) years. The City shall prior to the tenth year negotiate in good faith an extension of the Contract by and between the City and the District. However nothing herein shall in anyway obligate the City to extend the Contract beyond the initial ten years and shall not obligate the City to upgrade or otherwise improve or expand its facilities in order to convey or treat the Districts sewage.

2. District Commitments. The District shall under the terms and conditions of the contract by and between the District and the City that the District will pay to the City the connection (as set forth in Exhibit A) and/or set up an escrow account for the amount to be paid off within the agreed upon ten (10) year period. The District also agrees that in the event it fails to meet its obligations it has the resources to timely remedy the circumstances causing the failure, and that all actions taken by District in entering into or in furtherance of this MEMORANDUM OF AGREEMENT have been or shall be taken in accordance with applicable law.

3. McKinley County Commitments. The County has taken action by adopting Ordinance No. OCT-08-003 "The Sewer Connection Ordinance" in aid to the DISTRICT to maintain its customer base. Further, if for any reason the District fails to or is unable to pay the City all or part of the connection fee and is unable to issue a tax levy under NMSA 1978 §§ 73-21-18 & 73-21-19; or, impose a special assessment district, the County will use its lawful authority to create a special assessment district or improvement district to assess a property tax on the residents of the District to make up any payment to the City.

Signatures:

CITY OF GALLUP



Name: Harry Mendoza

Title: Mayor

Date:

WILLIAMS ACRES WATER & SANITATION
DISTRICT



Name: Matthew Wright

Title: President

Date:

MCKINLEY COUNTY



Name: David Dallago

Title: Chairperson

Date:

**SECOND ADDENDUM TO MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GALLUP;
WILLIAMS ACRES WATER & SANTIATION DISTRICT; AND
MC KINLEY COUNTY
CONCERNING LENGTH OF AGREEMENT TERM AND RATE CALCULATION**

COME NOW, the City of Gallup, a municipal corporation, and local government entity and political subdivision of the State of New Mexico; Mc Kinley County, a local government entity and political subdivision of the State of New Mexico; and the Williams Acres Water & Sanitation District, a local government entity and political subdivision of the State of New Mexico, being the Parties to that certain Memorandum of Agreement designated as Document 09-FEB-3177,

THE PARTIES AGREE AS FOLLOWS:

- (1) That the term of the Memorandum of Agreement and the Sewer Service Agreement shall be twenty-five (25) years; and
- (2) That the formula for calculating the cost of sewage treatment shall be as set forth in Exhibit "A" to this Second Addendum with is attached hereto and made a part hereof.

All other terms and conditions of the Original MOA, First Addendum and Sewer Service Agreement which are not changed hereby are ratified and reinstated as if set forth in their entirety herein.

CITY OF GALLUP

By: _____

Harry H. Mendoza—Mayor

Dated: May 26, 2009

Mc KINLEY COUNTY

By: _____

David R. Dallago—Commission Chair

Dated: May 26, 2009

WILLIAMS ACRES WATER & SANITATION DISTRICT

By: _____

Matthew Wright--President

Dated: _____

Williams Acres Methodology

Advised that the requested capacity needed would be treatment of up to a maximum of 35,000 gallons per day (gpd) at a delivery rate of 175 gallons per minute (gpm). Fee for these flows are in the original capacity development fee.

Fee for flows in excess of 175 gpm from the pumping/delivery system will be computed based on the Mentmore project construction and engineering costs of March 1999. These costs will be adjusted to present cost by using the Engineering News Record Construction Cost Index (ENR CCI) which was 5986 in March 1999. These costs will also be charged the current NMGR.

For the gravity portion and the liftstation and forcemain portion of the Williams Acres project, these costs are:

$$FEE = (\text{gpm in excess of 175 gpm} / 650 \text{ gpm}) (\$547,362.87) (\text{ENR CCI} / 5986) (1 + \text{NMGR})$$

For the treatment plant, an expansion of the existing plant was considered to be applicable using USEPA data and the cost will be at \$2.50 per gpd in March 1980 dollars (USEPA Manual 600/8-84-010) with an ENR CCI of 3159. These costs will also be charged the current NMGR. **This fee is subject to change should there be any regulatory changes requiring additional costs related to permit to discharge, groundwater protection, etc.**

For the treatment plant portion of the project, the current costs are:

$$FEE = (\text{gpd in excess of 35,000 gpd}) (\$2.50 / \text{gpd}) (\text{ENR CCI} / 3159) (1 + \text{NMGR})$$

**ADDENDUM TO MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF GALLUP:
WILLIAMS ACRES WATER & SANITATION DISTRICT; AND
MCKINLEY COUNTY
CONCERNING FINANCIAL GUARANTEE AND SEWAGE SERVICE**

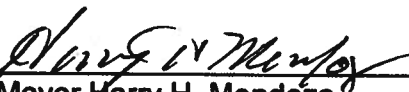
THIS ADDENDUM supplements the terms of the above referenced Memorandum of Agreement designated as Document 09-FEB-3177, by the original Parties to said MOA, being the City of Gallup, New Mexico, a Municipal Corporation, and political subdivision of the State of New Mexico, the County of McKinley, and the Williams Acres Water & Sanitation District.

THE PARTIES agree to as follows:

- (1) The maximum amount of sewage that the City of Gallup shall treat for the Williams Acres Water and Sanitation District under the terms of the original MOA is limited to 115,000 gallons per day of residential liquid waste; and
- (2) The responsibility of the City to treat sewage on behalf of the Sanitation District for the Manuelito Children's Home area shall be specifically subject to the capacity limit set forth in paragraph (1) of this Addendum.

All other terms and conditions of the original MOA which are not changed by this Addendum are hereby ratified and restates as if set forth in their entirety herein.

CITY OF GALLUP

By: 
Mayor Harry H. Mendoza

Dated: 04-16-09

MCKINLEY COUNTY

By: 
Dave Dallago – Commission Chair

Dated: 4-21-09

WILLIAMS ACRES WATER & SANITATION DISTRICT

By: 
Matthew Wright – President

Dated: 04-15-09

09-FEB-3178

SEWER SERVICE AGREEMENT

THIS SEWER SERVICE AGREEMENT ("Agreement") is made by and between WILLIAMS ACRES WATER & SANITATION DISTRICT ("DISTRICT"), a political subdivision of the State of New Mexico, the CITY OF GALLUP ("CITY"), a New Mexico municipal corporation, and McKinley County ("COUNTY"), a political subdivision of the State of New Mexico with respect to the following; and entered into as of the date of the last signature indicated below:

RECITALS

- A. DISTRICT is the owner and operator of a public sewer collection and treatment system serving some 225 individual and privately owned residences each consisting of approximately 1 - 2 acres more or less located in Section 29, Township 15 North, Range 19 West, some 1.5 - 2 miles West of the City of Gallup, Gallup New Mexico;
- B. The DISTRICT sewage treatment facilities are inadequate to treat existing or future sewage flows generated by the DISTRICTS existing and or future customers;
- C. DISTRICT has obtained funding through various sources to Plan Design and Construct improvements to their Wastewater Collection and Treatment facilities;
- D. Based on a study by DePauli Engineering & Surveyors it has been determined that the best and most economical solution to resolve DISTRICTS sewage treatment issue would be to abandon their current treatment facilities and construct the facilities necessary to connect their system to the City of Gallup sewage collection and treatment facilities;
- E. The DISTRICT has asked the CITY to convey and treat sewage generated by the DISTRICT;
- F. CITY owns and operates the Water, Sewage, Electric and Solid Waste Collection systems providing service to the City and in some cases areas around the City;
- G. The CITY, under certain terms and conditions agrees to provide sewage treatment services to the DISTRICT;
- H. DISTRICT agrees to construct and operate the facilities necessary to collect and convey sewage generated by their customers to a point of connection with existing CITY facilities at a location determined by the CITY (the Mentmore lift station) at no cost to the CITY;
- I. DISTRICT further agrees to pay to the CITY a fee (CONNECTION FEE) for the stated amount of \$678,974.44 to cover the cost to the CITY to convey and treat the DISTRICTS sewage less the COUNTYS earlier in-kind contribution of \$250,000;

- J. The initial CONNECTION FEE for the amount of capacity as listed herein shall be made in a single payment, i.e. the initial buy in of \$428,974.44. For future increased capacity needs an escrow shall be established to pay these future capacity fee costs. Any future capacity fee costs shall be negotiated on an as needed basis, such that it negotiated and agreed between the CITY and the DISTRICT;
- K. The parties hereto fully understand and agree that this AGREEMENT supersedes any and all previous agreements and or commitments whether written or verbal;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the covenants and agreements herein contained to be kept and performed by the parties hereto, it is understood and agreed as follows:

AGREEMENT

- 1. **CITY SERVICE.** The CITY agrees to provide liquid sewage conveyance and treatment for the DISTRICT's designated and currently defined services area, further described as The Williams Acres Subdivision and including the Manulito Children Home area. The subdivision is filed for record with the McKinley County Clerk on June 9, 1960 in Plat Cabinet A Folio 111.
- 2. **SCOPE OF SERVICES.** This agreement is for the primary purpose of allowing the DISTRICT to continue to provide Sewage Collection and Treatment services to its jurisdictional customers while protecting the health and welfare of the citizens and environment of McKinley County and the State of New Mexico. By entering into this Agreement, it is not the intent of the CITY to abandon or modify its Ordinances or policy governing the provision of City service outside of its boundaries, or to allow or in any way encourage unplanned development along its periphery.
- 3. **TERMS AND CONDITIONS.** The parties hereby agree to terms and conditions as follows;
 - a. CITY services provided under this AGREEMENT are strictly limited to conveyance and treatment of domestic sewage from within the DISTRICTS jurisdictional boundaries as defined in paragraph 1 above.
 - b. Sewage to be conveyed and treated under this agreement shall be limited to typical single family residential sewage
 - c. DISTRICT shall at their expense Plan Design and Construct all facilities necessary to collect, convey and meter sewage to be received, conveyed and treated by the City to a location (the Mentmore lift station) and by method approved by CITY
 - d. Prior to connection to the CITY the DISTRICT shall pay to the CITY a Connection Fee in an amount equal to the cost of the City to receive, convey and treat a minimum of thirty five thousand (35,000) gallons of sewage per day (as set forth in the Recitals section paragraph J above).

- e. In the event the DISTRICT has insufficient funds to pay the CITY the initial buy in fee (as mentioned in the Recitals section paragraph J above) prior to connection to the CITY the DISTRICT shall prior to delivery of sewage to the CITY establish an escrow account or similar mechanism acceptable to the CITY where by the CITY receives an annual payment on or about July 1st of each year a payment in an amount equal to proximately one tenth the initial buy in Connection Fee and upon 10 (ten) years from the date of this agreement or upon sufficient funding being on deposit to pay the CITY in full the then amount due under 3f below which ever occurs first the CITY shall be paid from the escrow the then due amount. Sewage to be received by the City under this scenario is strictly limited to a maximum of thirty five thousand (35,000) gallons per day average of any 30 (Thirty) day period, the Connection Fee for sewage in excess of thirty five thousand (35,000) gallons per day shall be due and payable prior to delivery to the CITY pursuant to the additional capacity payments as set forth in the Recitals Section paragraph J above.
- f. The additional capacity Connection Fee shall be that amount as determined by the CITY and as agreed to by the DISTRICT herein at the Recitals section paragraph J, and shall be periodically adjusted to reflect actual costs to the CITY to convey and treat the actual amount of sewage conveyed and treated by the CITY, the amount of which shall be equal to the daily average flow in the preceding 6 (six) months
- g. District shall establish a method by which sufficient revenue is generated to develop sufficient funding to pay to the CITY all amounts due the CITY; said method may include among other ways the issuance of a tax levy pursuant to NMSA 1978 §§ 73-21-18, and 73-21-19.
- h. DISTRICT understands and agrees that until such time as the CITY has been paid the Connection Fee for the initial thirty five thousand (35,000) gallons per day the DISTRICT is prohibited from delivering to the CITY sewage in excess of that amount, and that prior to delivering sewage in excess of thirty five thousand (35,000) gallons per day the additional capacity Connection Fee for such excess shall be due and payable prior to delivery
- i. Nothing in this AGREEMENT shall in any way obligate the CITY to upgrade, improve or expand its collection, conveyance or treatment facilities on behalf of or in order to accommodate the DISTRICT. The DISTRICT understands and agrees that the CITY is obligated by law to conform to certain State and Federal Regulation and that such Regulations are subject to change, and that changes to these regulation or permits issued there under may affect the CITY'S ability to treat its sewage and the sewage of the DISTRICT.

4. **OPERATION, REPAIR AND MAINTNANCE.** It is agreed that DISTRICT shall be responsible for all operation, maintenance and repairs of facilities up to the point of delivery to the CITY (the Mentmore lift station).
5. **QUALITY AND QUANTITY OF SEWER DISCHARGE.** DISTRICT agrees that the sewer discharge entering the City at the point of delivery shall comply with the City's Liquid Waste Ordinance, presently Sections 8-6-8(K), Municipal Code of the City of Gallup, all other applicable ordinances, rules and regulation of the City and or all federal and state laws, rules and regulations, as the same exist at the time of execution hereof and as the same may be changed, altered or amended from time to time.
6. **RATES AND FEES.** DISTRICT shall agree to pay the City on a NET 30 payment terms after receipt of the billing invoice. The rates for sewage service shall be the current, existing standard rates for service to commercial customers inside the City limit boundaries in effect at the time of execution of this agreement and as same may be adjusted from time to time under the normal process for all City residential customers, except that in no event shall the standard commercial rate for the DISTRICT exceed the residential rate plus \$2.00 per cubic foot. The monetary charge for sewer service shall be based on metered flows whereby the DISTRICT shall report accumulated meter readings for the last day of each month to the CITY on or about the first (1st) day of each month, but no latter than the fifth (5th) day of each month. DISTRICT shall allow the CITY access to inspect and read its meter upon reasonable notification. In the event either party disputes the accuracy of the meter the disputing party may at their expense test the meter(s), all tests shall be conducted in conformance to the applicable American Water Works Association (AWWA) standards.
7. **TERM.** The term of service herein defined shall be for a period of ten (10) years commencing on the Execution Date (herein defined) and expiring on midnight on June 30, 2019; provided however that the parties may extend the term for an additional five (5) years, to midnight on June 30, 2024 by mutual consent and renegotiation of terms and conditions.
8. **ASSURANCES BY CITY.** City hereby assures DISTRICT that it has the authority to enter into this agreement, that this agreement is in the interest of the public and that this agreement is not preferential nor discriminatory to existing or future utility customers, and that all actions taken by the CITY in entering into or in furtherance of this AGREEMENT have been or shall be taken in accordance with applicable law.
9. **ASSURANCES BY DISTRICT.** DISTRICT hereby assures CITY that it has the authority to enter into this agreement, that it is fully capable of meeting the terms and conditions herein described, that in the event it fails to meet its obligations it has the resources to timely remedy the circumstances causing the failure, and that all actions taken by DISTRICT in entering into or in furtherance of this AGREEMENT have been or shall be taken in accordance with applicable law.

10. **ASSURANCES BY COUNTY.** The County hereby assures the CITY that the DISTRICT has been formed in accordance with Chapter 73 Article 21 of NMSA 1978, and that the DISTRICT was formed by Court Order making it a political subdivision of the State of New Mexico with oversight authority held by the Local Government Division of the Department of Finance and Administration, and as such, has the authority to enter into this AGREEMENT. Furthermore, the County has taken action by adopting Ordinance No. OCT-08-003 "The Sewer Connection Ordinance" in aid to the DISTRICT to maintain its customer base. Further, if for any reason the District fails to or is unable to pay the City all or part of the connection fee and is unable to impose a special assessment district or impose a tax levy pursuant to NMSA §§ 73-21-18 and 73-21-19, the County will use its lawful authority to create a special assessment district or improvement district to assess a property tax on the residents of the District to make up any payment to the City.
11. **NOTICE.** All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, facsimile transmission overnight courier or by deposit in the United States mail, first class, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the address(es) shown below, or as may be amended from time to time in writing in conformance as herein described:

CITY: City Clerk
City of Gallup
P.O. Box 1270
Gallup, NM 87305

DISTRICT: Williams Acres Water & Sanitation District
P.O. Box 577
Mentmore, NM 87319

Such notices and other communications shall be deemed to be received upon actual receipt, if delivered personally, the next business day, if delivered by facsimile and upon verbal confirmation by the receipting party of receipt thereof, upon signature of recipient if delivered by courier or by mail. The parties may, from time to time, designate a different address by notice given in writing in the manner provided for herein, not less than five (5) days prior to the effective date of the change.

12. **TERMINATION.** Except as otherwise provided herein, this Agreement may not be terminated by either party unless written notice is provided at least two (2) years in advance of the proposed termination date.

13. MISCELLANEOUS PROVISIONS.

- a. **Assignment.** Neither party shall assign its interest in the within Agreement without the advance written consent of the other party.
- b. **Remedies.** City shall have the right to seek either monetary damages or specific performance of this Agreement. DISTRICT shall be limited to those damages allowed under the New Mexico Tort Claims Act, Section 40-4-1 *et seq.* NMSA 1978 Comp. (as revised).
- c. **Force Majeure.** Neither civil disturbance, natural disaster or, declaration of state of emergence by appropriate government authority disputing performance of this agreement by the City shall give rise to any damage claim of any kind.
- d. **Binding Effect.** The parties warrant that each has the legal authority to enter into this Agreement and said Agreement is binding upon their respective successors, assigns, grantees, or any entity claiming by or through them.
- e. **Construction.** This Agreement is governed by the laws of the State of New Mexico.
- f. **Waiver.** The failure of either party to insist on performance of any provision of this Agreement shall not be construed as a waiver of future performance of that provision or any other provision of this Agreement.
- g. **Severability.** If any provision of this Agreement is found to be legally invalid, all remaining provisions of this Agreement shall remain in full force and effect.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and no understanding, agreements, or obligations whether in writing or verbal and not herein expressly set forth shall be binding upon them. All prior negotiations and discussion between the parties are merged.
- i. **Modification.** This Agreement may only be modified or changed herein by a subsequent written agreement executed by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ____ day of _____, 2009.

CITY OF GALLUP

By

Harry Mendoza, Mayor

Attest:

Alfred Abeita, City Clerk

(Signatures continue on next page)

WILLIAMS ACRES WATER AND SANITATION DISTRICT

By 
Matthew Wright, President

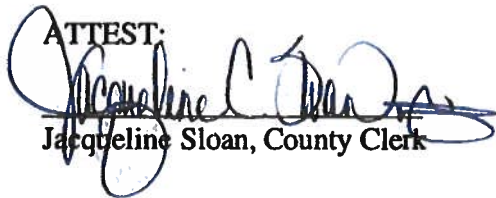
Attest:


Walter Ishmael, Secretary

MCKINLEY COUNTY

By 
David Dallago, County Commissioner

ATTEST:


Jacqueline Sloan, County Clerk



Mayor: Jackie D. McKinney

Councilors: Cecil E. Garcia, Mike Enfield, Allan Landavazo, E. Bryan Wall

City Manager: Daniel R. Dible

City Attorney: George W. Kozeliski

December 30, 2011

Williams Acres Water and Sanitation District
P.O. Box 577
Mentmore, New Mexico 87319

Re: Williams Water & Sanitation District

Dear Folks:

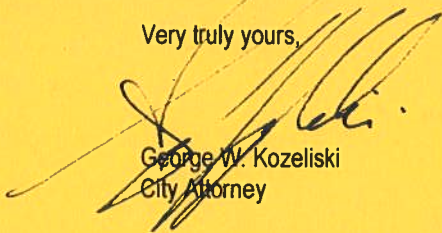
I am writing this letter pursuant to notice in Section 11 of the Sewer Service Agreement between the City, your Water and Sanitation District and the County.

It was brought to the attention of Gallup Joint Utilities that the William Acres Fire Station was hooked up to the sewer line without any notice to Gallup Joint Utilities. Pursuant to Paragraph 1 of the same agreement, the City agreed to take liquid sewage from the Williams Acres Subdivision only as defined in the Plat filed on June 9, 1960. The fire station is not in Williams Acres Subdivision as best as we can tell and, although we do not have a problem accepting sewer from it, we would appreciate it if you would provide us with advanced notification if you plan to hook-up a facility outside of the designated area which is the subdivision itself.

The City of Gallup wants to make sure that it maintains the capacity to handle the sewage from Williams Acres, however, the maximum amount could be exceeded if facilities outside of the subdivision itself are hooked up without notice to the City.

We thank you in advance for your anticipated cooperation in notifying Gallup Joint Utilities in the future prior to hooking up any facilities outside of the boundaries of the Williams Acres Subdivision as defined in the Plat Map file June 9, 1960.

Very truly yours,


George W. Kozeliski
City Attorney

GWK/prd

xc: Richard F. Kontz, County Manager
Doug Decker, County Attorney
Lance Allgood, GJU Director
Rick Snider, General Services Director

C i t y A t t o r n e y ' s O f f i c e

•phone (505) 863-1270•fax (505) 726-2047•PO Box 1270 Gallup, New Mexico 87305-1270•



R. David Pederson

From: R. David Pederson [attorney@ci.gallup.nm.us]
Sent: Thursday, June 25, 2009 12:07 PM
To: 'Lance Allgood'; 'Gerald Herrera'; 'Ernest Thompson'
Cc: 'Denise Kettering'
Subject: RE: Williams Acres SSA - CPB Review

Lance, They keep the lawyers out of the information loop because when we have the facts, we cause trouble! Dave

From: Lance Allgood [mailto:lallgood@ci.gallup.nm.us]
Sent: Thursday, June 25, 2009 11:40 AM
To: David Pederson; Gerald Herrera; 'Ernest Thompson'
Cc: 'Denise Kettering'
Subject: FW: Williams Acres SSA - CPB Review

FYI

From: Gary Munn [mailto:gmunn@ci.gallup.nm.us]
Sent: Thursday, June 25, 2009 11:31 AM
To: 'Lance Allgood'
Subject: FW: Williams Acres SSA - CPB Review

FYI.

Not sure why you were not on the initial list to receive.

Gary

From: Santana, Lorenzo, NMENV [mailto:Lorenzo.Santana@state.nm.us]
Sent: Thursday, June 25, 2009 11:10 AM
To: Carol Bowman-Muskett
Cc: DePauli Engineering & Surveying; Gary Munn; speedy@co.mckinley.nm.us; coattorney@co.mckinley.nm.us; Vigil, Ryan, DFA; ewilliams@nwnmcog.com; Chiasson, Jim, NMENV
Subject: Williams Acres SSA - CPB Review

Carol,

Attached is a scanned document of NMED Construction Programs Bureau Review and Comments of the Williams Acres-City of Gallup-McKinley County Sewer Service Agreement. The original document is being sent to Mr. Matthew Wright.

Please contact myself or Jim Chiasson if you have any questions.

Thanks,
Lorenzo

Lorenzo T. Santana, P.E.
Project Engineer
New Mexico Environment Department
Construction Programs Bureau
5500 San Antonio NE



NEW MEXICO
ENVIRONMENT DEPARTMENT
Construction Programs Bureau



BILL RICHARDSON
Governor
DIANE DENISH
Lieutenant Governor

Albuquerque Office
5500 San Antonio Dr., NE Albuquerque, NM 87109
Phone (505) 222-9500 • Fax (505) 222-9510
www.nmenv.state.nm.us/cpb/cpbtop.html
Richard Rose, Bureau Chief

RON CURRY
Secretary
JON GOLDSTEIN
Deputy Secretary

June 25, 2009

Mr. Matthew Wright
Williams Acres Water & Sanitation District
Box 577
Mentmore, NM 87319

RE: Sewer Service Agreement between Williams Acres, City of Gallup and McKinley County

Mr. Wright,

The New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) reviewed the Sewer Service Agreement and its respective Addendums (#1 and #2) and has discussed these documents with McKinley County and DePauli Engineering. CPB has the following comments:

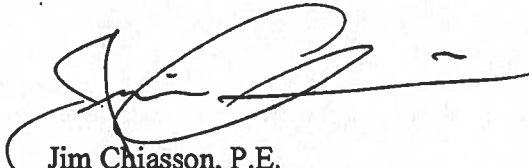
1. Williams Acres should try to insure that their pumping/delivery system flow rates not exceed 175 gpm. The City of Gallup has established a formula to assess fees for flows in excess of 175 gpm as outlined in Exhibit A of Addendum #2.
2. The formula for calculating future treatment costs at the Gallup WWTP should Williams Acres deliver more than 35,000 gpd uses a cost basis of \$2.50 per gpd. This is taken from USEPA Manual 600/8-84-010. This value appears to be a nation wide average. NMED CPB has recent data for costs of new and expanded wastewater treatment systems in New Mexico that shows the \$2.50 per gpd cost for expansion to a WWTP is excessively high. True costs show that this number should be closer to \$1.50 per gpd.

Based on the above comments, NMED recommends that Williams Acres renegotiate the \$2.50 gpd treatment cost basis with the City of Gallup to be closer to the true cost of around \$1.50 per gpd. However, CPB will leave this decision up to Williams Acres Board.

CPB grants conditional approval based on any final negotiated formula and/or final approval by Williams Acres of the Agreement.

Should you have any question or comments, I can be reached at 505-222-9570 or by e-mail at jim.chiasson@state.nm.us.

Sincerely,



Jim Chiasson, P.E.
Technical Services Manager

cc: Marc DePauli, Owner, DePauli Engineering, 102 West Hill Ave, Gallup, NM 87301
Doug Decker, County Attorney, McKinley County, P.O. Box 70, Gallup, NM 87305
Carol Muskett, Grant Administrator, McKinley County, P.O. Box 70, Gallup, NM 87305
Tom Trujillo, County Manager, McKinley County, P.O. Box 70, Gallup, NM 87305
Ryan Vigil, Management Analyst, DFA, Bataan Memorial Bldg Rm 202, Santa Fe, NM 87501
Evan Williams, Senior Planner, NWNMCOG, 409 S. 2nd St., Gallup, NM 87301
Gary Munn, City of Gallup, P.O. Box 1270, Gallup, NM 87305
Project File
Reading File

Appendix 6

Industrial user (IU) Rhino Health Service Agreement

CONTRACT FOR UTILITY SERVICES

This contract for utility services is entered into between the City of Gallup, a New Mexico municipal corporation (hereinafter "Gallup") and Rhino Health, Inc., a New Mexico corporation (hereinafter "Rhino").

Recitals

WHEREAS, Rhino is building a glove factory outside of the city limits, which may initially employ up to 30 workers in the manufacture of nitrile gloves;

WHEREAS, Rhino has entered into an operating agreement with the Navajo Nation Division of Economic Development to operate the glove factory at a location known as Lot 15 in the Church Rock Industrial Park;

WHEREAS, Rhino has requested water, wastewater, solid waste, and electric service to support its manufacturing operations;

WHEREAS, Phase I of Rhino's project will have an estimated water usage of up to 140,000 gallons per day;

WHEREAS, Gallup does not have an "industrial" rate for water, wastewater, solid waste, or electric services;

WHEREAS, Section 8-1-7(B) of the Gallup City Code authorizes the City Council allow the provision of utility services outside of the City limits upon terms and conditions set by City Council; and

WHEREAS, the City Council adopted Resolution #R2019-16, attached hereto as "Exhibit A" and incorporated herein by reference, directing city staff to negotiate temporary utility rates with Rhino pending adoption of industrial rates by City Council;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Term:** The initial term of this agreement is from July 1, 2019 until June 30, 2020. The agreement shall extend for one additional one year term unless terminated pursuant to paragraphs 2 or 3, below, however the utility rates contained herein will be adjusted to the "industrial" rates, effective July 1, 2020, if an industrial rate schedule is adopted by City Council prior to April 1, 2020.
2. **Termination for convenience:** Either party may terminate this agreement at the end of the first one year term by providing written notice to the other party before April 1, 2020.
3. **Termination for cause:** The failure to perform any material covenant or obligation set forth in this Contract, if such failure is not remedied within a reasonable period of time after receipt of written notice from the non-defaulting party, shall be grounds for the non-defaulting party to terminate the contract. Notice of termination shall be provided to the



defaulting party as provided in Paragraph 13 below. The shut-off of utility services shall be governed by the provisions of the Gallup City Code and applicable City of Gallup policies.

4. Terms concerning water service:

4.1 Rhino agrees to pay for all water service extension costs from the point it connects to Gallup's water distribution service to its point of use.

4.2 Gallup shall, for the term of this agreement, make available water from the City's municipal supply in an amount not to exceed 140,000 gallons per day, at the normal operating pressure of the City's water supply system at the point of connection of Customer's facilities to the City's water supply system, for use solely upon the above described property..

4.3 Gallup makes no representations, warranties, or guarantees about the quality of water provided to Rhino except that the water will be of drinking water quality and will be in conformance with applicable federal and state regulations when it arrives at Rhino's master water meter and Rhino is responsible for water quality after it passes through the master meter, including any equipment that may be required by federal or state regulators.

4.4 Rhino will pay the rate of \$0.0486 per cubic foot.

4.5 Rhino agrees not to resell any water purchased from Gallup.

4.6 The provision of water under this agreement is subject to any drought or emergency conservation orders issued by Gallup.

5. Terms concerning wastewater service:

5.1 Rhino agrees to pay for all wastewater extension costs from the point it connects to the Gallup wastewater system.

5.2 Rhino shall comply with all applicable Federal, tribal and state laws and regulations concerning wastewater as well as any applicable Gallup city ordinances. Additionally, Rhino shall not discharge hazardous materials that would compromise Gallup's ability to meet the requirements of its NPDS permit, attached hereto as Exhibit B.

5.3 Rhino will pay the rate of \$0.03 per cubic foot.

6. Terms concerning electric service:

6.1 Rhino agrees to pay for all electrical extension costs from the point it connects to the Gallup electrical system.

6.2 Rhino agrees not to resell any electricity purchased from Gallup

6.3 The demand charge shall be \$1577.82 for the first 100 kilowatts and \$13.48 for each additional kilowatt. The energy charge shall be \$0.07 per kilowatt/hour.

7. Terms concerning solid waste:

7.1 Gallup can provide Front Load Commercial pickup service up to six times per week Mon - Sat for 2,4,6,8 cu yd containers (provided by the City) of regulated solid waste. One time non-refundable fees apply (per container) depending on container size. City Solid Waste is not authorized/permitted to haul hazardous / industrial waste.

7.2 Roll-Off services also available for larger quantities of solid waste, fees apply per City of Gallup rate schedule.



- 7.3 Front-Load Compactor (customer provided) 4 & 6 cu yd rates also available per City of Gallup rate schedule. Customer assumes all responsibility for maintenance, repair, serviceability, etc for their compactor.
- 7.4 Rhino shall comply with all applicable Federal, tribal and state laws and regulations concerning solid waste as well as any applicable Gallup city ordinances.
- 7.5 Rhino will pay the commercial rate for customers within the city limits.
8. **Taxes and other assessments:** Rhino agrees to pay New Mexico gross receipts tax; Gallup's environmental surcharge and the Navajo Gallup Project assessment; and any other taxes or assessments, including meter service charges, imposed upon similarly situated customers.
9. **Force Majeure:** If and to the extent that Gallup is prevented from providing utility services by the event of Force Majeure, while Gallup is so prevented, Gallup shall be relieved of its obligations to provide the services but shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable.
10. **Interruptions in service:** Gallup shall not be liable for consequential damages that may be incurred by Rhino as a result of any interruption in service.
11. **Billing and payment:** Billing and payment terms shall be governed by the provisions of the Gallup City Code.
12. **Governing law and venue:** This agreement shall be subject to the regulations of the New Mexico Office of the State Engineer, the laws of State of New Mexico, and the Ordinances of the City of Gallup. Jurisdiction and venue for Court interpretation on this agreement shall be in the District Court for McKinley County, New Mexico.
13. **Notices:** Any notice under this agreement shall be in writing and sent to the parties at the following addresses:
- City of Gallup: City Manager
 City of Gallup
 110 West Aztec
 P.O. Box 1270
 Gallup, NM 87301
- Rhino Health,LLC: Mark Lee, President
 Rhino Health Inc.
 309 E. Historic Highway 66
 P.O. Box 37
 Churchrock, NM 87311
14. **Amendment:** This agreement may not be modified, amended or changed in any manner except by written agreement signed by both parties hereto.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have set their hands.

Rhino Health Inc.

By: _____

Lotfali Kasraie, Chief Financial Officer

The foregoing instrument was acknowledged before me by Lotfali Kasraie
this 10th day of June, 2019.

[Signature]
NOTARY PUBLIC

My commission expires: 9.6.2022

City of Gallup

By: _____

Maryann Usick, City Manager

ATTEST:

[Signature]
for Alfred Abeita II, City Clerk

RESOLUTION NO. R2019-16

A RESOLUTION REQUESTING WATER SERVICE OUTSIDE OF CITY LIMITS

WHEREAS, Rhino Health, LLC, (the “Applicant”) is a limited liability company, based out of Church Rock, New Mexico;

WHEREAS, the Applicant is building a glove factory east of City Limits, which may employ up to 30 workers in the manufacture of nitrile gloves;

WHEREAS, the Applicant has requested permanent water service outside of City Limits to support their manufacturing operations;

WHEREAS, the Navajo Nation has been working with the Applicant to develop a nitrile glove manufacturing plant that could aid in economic development within the Navajo Nation;

WHEREAS, the City wishes to support economic development within the Navajo Nation, McKinley County and the City of Gallup;

WHEREAS, the Applicant’s Phase I project may come online within the next four months with an estimated water usage of up to 140,000 gallons per day;

WHEREAS, the City of Gallup is prepared with its infrastructure to support the chosen site and sale of water to the Applicant;

WHEREAS, the City does not have an industrial user rate class for its water, wastewater or electric Utilities; and

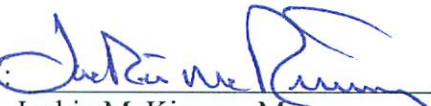
WHEREAS, Section 8-1-7 B.3 of the City Code was amended via Ordinance 2016-6 to authorize the City Council to authorize by written resolution or contract the furnishing of water service to any user outside the corporate limits that may be individuals or private legal entities upon conditions and limitations set by city council in its sole discretion.

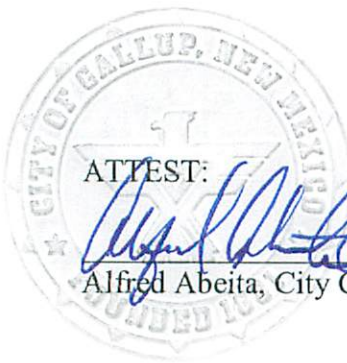
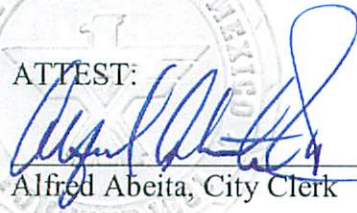
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALLUP, THAT:

The City of Gallup approves providing water service to the Applicant, with the attached conditions. Further, the City of Gallup authorizes Staff to negotiate temporary utilities rates with the Applicant to foster economic development within the region, and directs Staff to bring this negotiated rate back to City Council for consideration and approval prior to its implementation.

PASSED, ADOPTED AND APPROVED THIS 23rd DAY OF April, 2019.

CITY OF GALLUP, NEW MEXICO

BY: 
Jackie McKinney, Mayor


ATTEST: 
Alfred Abeita, City Clerk

Resolution No. R2019-16 Conditions of Water Use

General Conditions

1. The Applicant agrees to pay for all water service extension costs from the point that he connects to the City Water Distribution System to his point of use.
2. The Applicant shall grant City Staff access for the purposes of reading the water meter and taking any water samples that may be required under the Safe Drinking Water Act.
3. The Applicant agrees to follow best architecture and engineering practices in the design and operation of the facility to reasonably conserve water usage.
4. The Applicant agrees to repair any infrastructure additions that he constructs in a timely manner and bear the costs for these repairs.
5. The City does not currently have an industrial water rate classification. Until the City develops such a rate class, the City and the Applicant have agreed to negotiate a temporary rate for water, wastewater and electric utility services.
6. The Applicant agrees to pay for, along with the purchase of water, applicable New Mexico Gross Receipts Taxes, the City Environmental Surcharge and Navajo Gallup Water Supply Project Assessment, or any additional charges that may be imposed upon similarly situated customers, as a condition of City Water Service.
7. The Applicant agrees to follow any Drought or Emergency Conservation Orders issued by the City.

Specific Conditions

1. The Applicant agrees that he will inform the City of any operations that may increase water usage.
2. The Applicant agrees not to subcontract or resell any water purchased from the City.
3. Prior to any future expansion of operations, the Applicant shall explore the use and implementation of best available technologies to recycle and conserve water.
4. The Applicant agrees to City review and approval of facilities and operations prior to any expansion of operations beyond Phase I that will increase water usage.

Appendix 7

Review of the
Integrated Compliance Information System (ICIS)
Database
For
the period
from
January 1, 2020, to August 31, 2022

FE&C NPDES AIR Admin 

Reports

Help

DESPARZA

Logout



Search Permits

Related NPDES Violations

 ADD SINGLE EVENT VIOLATION

List of Violations Related to the Permit

Record Numbers 1 to 178

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	01/23/2020			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	01/24/2020			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	02/01/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	03/29/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/15/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/20/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	05/17/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	05/30/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	06/11/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	06/15/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	06/26/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	06/30/2020			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	12/02/2020			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	12/03/2020			Delete

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	02/12/2021			Delete
Single Event Violation	A0012 Effluent Violations - Numeric effluent violation	A0012	02/19/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	02/22/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	02/23/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	03/01/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	03/05/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	03/10/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	03/18/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	04/04/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	04/07/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	04/23/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	05/05/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	05/10/2021			Delete
Single Event Violation	D0017 Permit Violations - Violation Specified in Comment	D0017	05/10/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	05/12/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	05/13/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	05/16/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	07/09/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	07/09/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	07/17/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	08/02/2021			Delete

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Single Event Violation	A0012 Effluent Violations - Numeric effluent violation	A0012	08/03/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	08/09/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	09/10/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	09/14/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	09/28/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	10/19/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	10/21/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	11/22/2021			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	12/22/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	12/24/2021			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	03/02/2022			Delete
Single Event Violation	R017S Dry-weather SSO, no discharge to waters of the U.S., not permit compliant, no endangerment	R017S	03/02/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	03/03/2022			Delete
Single Event Violation	R012S Dry-weather SSO discharge to waters of the U.S. that may endanger health or the environment	R012S	03/12/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	03/12/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	03/20/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/03/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/08/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/20/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	04/21/2022			Delete
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	06/15/2022			Delete

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Single Event Violation	A0026 WW SSO - Overflow to Dry Land or Building Backup	A0026	07/30/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	08/16/2022			Delete
Single Event Violation	R013S Dry-weather SSO, no discharge to waters of the U.S., that may endanger health or the environment	R013S	08/19/2022			Delete
Schedule Violation	1 P CS010 Status/Progress Report	C40	01/31/2020	N-03/02/2020	1-03/02/2020	
Schedule Violation	1 P CS010 Status/Progress Report	C20	10/31/2020			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	02/29/2020			
Effluent Violation	001 A 70295 Solids, total dissolved Effluent Net Season ID:0 C2	E90	02/29/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	03/31/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	03/31/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	06/30/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	06/30/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	09/30/2020			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	09/30/2020			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	11/30/2020			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	11/30/2020	T-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	11/30/2020			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	11/30/2020			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C2	E90	11/30/2020	T-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	11/30/2020			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q1	E90	11/30/2020			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q2	E90	11/30/2020			

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C2	E90	11/30/2020			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	11/30/2020			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q1	E90	12/31/2020	V-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	12/31/2020			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	12/31/2020	T-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	12/31/2020			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q1	E90	12/31/2020	V-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	12/31/2020			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C2	E90	12/31/2020	T-12/31/2020	2-03/31/2021	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	12/31/2020			
Effluent Violation	001 A 50060 Chlorine, total residual Disinfection, Process Complete Season ID:0 C3	E90	02/28/2021			
Effluent Violation	001 A 00310 BOD, 5-day, 20 deg. C Effluent Gross Season ID:0 Q1	E90	04/30/2021			
Effluent Violation	001 A 00310 BOD, 5-day, 20 deg. C Effluent Gross Season ID:0 Q2	E90	04/30/2021			
Effluent Violation	001 A 00310 BOD, 5-day, 20 deg. C Effluent Gross Season ID:0 C2	E90	04/30/2021			
Effluent Violation	001 A 00310 BOD, 5-day, 20 deg. C Effluent Gross Season ID:0 C3	E90	04/30/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	04/30/2021			
Effluent Violation	001 A 81010 BOD, 5-day, percent removal Effluent Gross Season ID:0 C1	E90	04/30/2021			
Effluent Violation	001 A 81011 Solids, suspended percent removal Effluent Gross Season ID:0 C1	E90	04/30/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	05/31/2021			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	06/30/2021			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	06/30/2021			

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q1	E90	07/31/2021	V-11/30/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	07/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	07/31/2021	T-11/30/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	07/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	07/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	07/31/2021			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 C3	E90	08/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	08/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	08/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	08/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	08/31/2021			
DMR Non-Receipt Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q1	D90	09/30/2021	N-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	D90	09/30/2021	N-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q1	D90	09/30/2021	N-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C2	D90	09/30/2021	N-11/15/2021	1-11/15/2021	

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
DMR Non-Receipt Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q1	D90	09/30/2021	N-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q2	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C2	D90	09/30/2021	N-11/15/2021	1-11/15/2021	
DMR Non-Receipt Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	D90	09/30/2021	K-11/15/2021	1-11/15/2021	
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	09/30/2021			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	09/30/2021			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 C3	E90	10/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	10/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	10/31/2021	V-11/30/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	10/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	10/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	10/31/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q2	E90	10/31/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	10/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q1	E90	11/30/2021	V-11/30/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	11/30/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	11/30/2021	T-11/30/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	11/30/2021			

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q1	E90	11/30/2021	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	11/30/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C2	E90	11/30/2021	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	11/30/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q2	E90	11/30/2021			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	11/30/2021			
Effluent Violation	001 A 70295 Solids, total dissolved Effluent Net Season ID:0 C2	E90	11/30/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	12/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	12/31/2021	T-12/31/2021	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	12/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	12/31/2021			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	12/31/2021			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q1	E90	01/31/2022	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	01/31/2022			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C2	E90	01/31/2022	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	01/31/2022			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q1	E90	01/31/2022	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 Q2	E90	01/31/2022			
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C2	E90	01/31/2022	T-01/31/2022	2-04/30/2022	
Effluent Violation	001 A 34306 Chlorodibromomethane Effluent Gross Season ID:0 C3	E90	01/31/2022			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	01/31/2022			

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Effluent Violation	001 A 70295 Solids, total dissolved Effluent Net Season ID:0 C2	E90	01/31/2022			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 Q2	E90	03/31/2022			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 C2	E90	03/31/2022			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 C3	E90	03/31/2022			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 Q2	E90	03/31/2022			
Effluent Violation	001 A 32106 Chloroform Effluent Gross Season ID:0 C3	E90	03/31/2022			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	03/31/2022			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	03/31/2022			
Effluent Violation	001 A 00530 Solids, total suspended Effluent Gross Season ID:0 C3	E90	04/30/2022			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	04/30/2022			
Effluent Violation	001 A 51040 E. coli Effluent Gross Season ID:0 C2	E90	04/30/2022			
Effluent Violation	001 A 51040 E. coli Effluent Gross Season ID:0 C3	E90	04/30/2022			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 Q2	E90	05/31/2022			
Effluent Violation	001 A 39100 Di[2-ethylhexyl] phthalate [DEHP] Effluent Gross Season ID:0 C3	E90	05/31/2022			
Effluent Violation	001 A 51040 E. coli Effluent Gross Season ID:0 C3	E90	05/31/2022			
Effluent Violation	001 A 51040 E. coli Effluent Gross Season ID:0 C2	E90	06/30/2022			
Effluent Violation	001 A 51040 E. coli Effluent Gross Season ID:0 C3	E90	06/30/2022			
Effluent Violation	001 A 70295 Solids, total dissolved Effluent Net Season ID:0 Q1	E90	06/30/2022			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C1	E90	06/30/2022			
Effluent Violation	TX1 Q 51714 Whole Effluent Toxicity [WET] - P. promelas Effluent Gross Season ID:0 C2	E90	06/30/2022			
Effluent Violation	001 A 50060 Chlorine, total residual Disinfection, Process Complete Season ID:0 C3	E90	07/31/2022			

Violation Type	Violation Information	Violation Code	Violation Date	RNC Detection Code-Date	RNC Resolution Code-Date	Action
Effluent Violation	001 A 50060 Chlorine, total residual Disinfection, Process Complete Season ID:0 C3	E90	08/31/2022			

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U.S. Environmental Protection Agency



Appendix 8

Opening and Closing Sign-in Sheets



United States Environmental Protection Agency
Region 6 – Water Enforcement Branch
1201 Elm Street, Suite 500
Dallas, Texas 75270

DATE: 8/30/2022
TIME: 0830
SUBJECT: City of Gallup WWTP
NPDES Permit No: NM0020672

MEETING ATTENDEES-
OPENING CONFERENCE

NAME	COMPANY	PHONE NO.	EMAIL
Robert Hamblen	City of Gallup	(505) 863-1290	rhamblen@gallupnm.gov
ADRIAN MARRUFO	City of Gallup	505-863-1212	amarrufo@gallupnm.gov



United States Environmental Protection Agency
Region 6 – Water Enforcement Branch
1201 Elm Street, Suite 500
Dallas, Texas 75270

DATE: 8/31/2022

TIME:

SUBJECT: City of Gallup WWTP

NPDES Permit No: NM0020672

MEETING ATTENDEES-
CLOSING CONFERENCE

NAME	COMPANY	PHONE NO.	EMAIL
ADRIAN MARRUJO	CITY OF GALLUP	505-863-1212	amarrujo@gallupnm.gov
Sathya Ganesan	city of Gallup	505-863-1288	sganesan@gallupnm.gov
REDD GASHYTEWA JR.	JACOBS	505-870-8869	redd.gashytewa@jacobs.com
Kurt Spolar	DePauli Engineering	505-863-5440	kspolar@depauliengineering.com