

Region 6 - Enforcement & Compliance Assurance Division
INSPECTION REPORT

Inspection Date(s):	05/12/2025	
Media Program:	Water	
Regulatory Program(s)	NPDES	
Company Name:	City of Santa Rosa	
Facility Name:	Santa Rosa Wastewater Treatment Plant	
Facility Physical Location:	1700 North Rock Island Street	
(city, state, zip code)	Santa Rosa, New Mexico	
Mailing address:	244 S 4th St	
(city, state, zip code)	Santa Rosa, NM 88435-2323	
County/Parish:	Guadalupe	
Facility Phone Number	575-799-8007	
Facility Contact:	Onofre Cordova	Public Works Director
	ocordova@srnm.org	
FRS Number:	110006702899	
Identification/Permit Number:	NM0024988	
Media Identifier Number:	NA	
NAICS:	221320	
SIC:	4952	
Personnel participating in inspection:		
Onofre Cordova	City of Santa Rosa	Public Works Director
David Esparza	R6-ECDWM	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, PE arrived at the City of Santa Rosa Wastewater Treatment Plant (WWTP) (Santa Rosa) at approximately 2:30 PM on May 12, 2025, for an unannounced inspection. I spoke to Mr. Onofre Cordova, Wastewater Superintendent via telephone as he was unavailable and verbalized to him that this was an EPA inspection to determine the Santa Rosa WWTP's compliance under the Clean Water Act (CWA). This compliance evaluation inspection (CEI) was conducted under the authority of the National Pollutant Discharge Elimination System (NPDES) permit program, in accordance with the CWA. The generation of this report is based on information supplied by, observations made by the United States Environmental Protection Agency (US EPA) inspector, and records and reports maintained by the permittee (Santa Rosa), and the US EPA. Before leaving the facility, an exit briefing was held with City of Santa Rosa representative Mr. Onofre Cordova to explain areas of concern noted at the time of the inspection.

FACILITY DESCRIPTION

The existing WWTP was constructed from 2011 to 2013 and is a minor discharger with a design flow of 0.667 MGD (million gallons per day) and an average influent flow of 0.35 MGD (350,000-gallon per day). The facility is located South along New Mexico State Road 91 (SR-91 and James Walls Power Dam Park, Santa Rosa, Guadalupe County, New Mexico (depicted in **Aerial Image #1** below). The facility serves a population of approximately 2,800 residents and is operated by staff within the Public Works Department consisting of 2 full-time equivalent (FTE) positions, during the hours of 7:00 AM to 3:30 PM five (5) days during the regular work week. On-call staff is available on an as needed basis and weekends.



Aerial Image #1: Overall view of the City of Santa Rosa Wastewater Treatment Plant

An older pond based (aerated lagoons and settling ponds) treatment facility was removed in 2011. The WWTP is operated in a nitrification-denitrification (NDN) mode for the removal of nitrogen to meet effluent discharge requirements and provide beneficial use of reclaimed wastewater for parks and golf courses using the process, which is a form of conventional biological nutrient removal activated sludge process. The WWTP components include a headworks (mechanical fine screen and grit removal), primary lift station, Medium Rate Activated Sludge (MRAS) aeration basins, splitter boxes, secondary clarifiers, aerobic digesters, UV disinfection, a blower/pump building and concrete sludge drying beds. There is also an onsite stormwater pond that collects the site's stormwater flows and pumps them into the headworks for treatment processing. After the treatment process, the treated effluent is discharged into El Rito Creek, approximately 500 feet above the confluence with the Pecos River.

The WWTP is an influent gravity flow system with the assistance of six (6) lift stations (LS) (Identified in **Table 1** below), thence into the automatic bar screen and a grinder for large solid removal. A second channel is available with a manual bar screen. Following the bar screens are a set of three (3) pumps that lift the sewage to the aeration basins. The pumps are triggered by floats that sense the water level. The solids removed from the screens are dried and after passing the paint filter test, transported, and disposed of at the City of Tucumcari landfill. The liquid waste is sent to one (1) of two (2) oxidation ditch extended air treatment units. Fine bubble diffusers at the bottom of the basins, provide aeration. The basin is cycled through an aerated phase and an anoxic phase. Mixers are located approximately five (5) feet from the bottom of the basin. Following the oxidation ditches are two (2) secondary clarifiers. Solids are wasted from the bottom of the clarifier to the aerobic digester. Return activated sludge (RAS) is sent back to the head of the treatment plant. Decant from the secondary clarifier is sent to the ultraviolet (UV) disinfection system, consisting of dual parallel channels. Following disinfection is an effluent flow meter, Parshall flume with staff gauge, and an ultrasonic sensor that records the totalized flow.

Table 1: City of Santa Rosa Lift Stations

Lift Station Name	Location	Comments/Status
River Road	River Road and Black Street	Operational
Bob's 66	Historic Route 66 and River Side Drive	Operational
Carolina	River Side Dr and Barela Road	Operational- proposed to be upgraded in 2023
2nd Street	2nd St and Corona Ave.	Operational. No fencing but locked hatchway
Golf Course	Chuck and Dale Lane.	Operational
Assisted Living	Bluehole Road and Reilly Road.	Operational. No fencing but locked hatchway

Note: Only the Golf Course LS has portable back-up (generator) power capability. The portable generator is exercised weekly. All LSs have audible alarms and flashing lights.

In the event of a local power outage, an emergency generator at the WWTP is exercised weekly to operate the facility. This enables the WWTP to continue the treatment process through gravity flow, unabated.

The WWTP maintains a discharge permit (DP-665) issued by the New Mexico Environment Department (NMED), Groundwater Quality Bureau (GWQB) that allows a discharge up to 0.670 MGD.

Currently the one (1) industrial use (IU) discharger, is the Guadalupe County Correctional Facility, located at south Hwy 54 exit 3B Santa Rosa NM 88435 (**Appendix 2** Guadalupe County Correctional Facility Service Agreement).

Section II – OBSERVATIONS

I observed or the following was stated:

- Currently, Santa Rosa is in the process of preparing written policies and procedures to address potential sanitary sewer overflow events (SSOs) and maintains minimal standard operating procedures (SOPs) pertaining to facility operations and maintenance (O&M), in conjunction with their participation in the EPA Office of Compliance (OC) compliance Advisor Program (CAP).
- The city does not have a Fats, Oils and Grease (FOG) program, though an annual FOG test at the treatment plant is performed. However, the local restaurants, schools, senior center and prison have installed grease traps
- A Supervisory Control and Data Acquisition (SCADA) system provides around the clock monitoring of WWTP operations.
- The City was issued an Administrative Order (AO), Docket Number: CWA-06-2023-1725 on January 12, 2023, signifying the facility had exceeded permitted effluent limitations for the period February 2020 through September 30, 2022. Additionally, the AO specified that, “within thirty (30) days of the effective date of this Order, Respondent shall submit a list of the specific actions taken to correct the E. coli violations”.
- Staffing- initially at the time of the inspection (May 12, 2025)- no operators or WWTP personnel were available. This aspect necessitated the telephone conversation follow-up.
- The overall housekeeping of the WWTP of the grounds and ancillary appurtenances appeared to be well maintained and in operational order. The previous exceptions or operations/maintenance issues of the scum box, aeration basin and the visible overflow debris inside the pump room were discussed. Mr. Cordova stated during the recent telephone conversation that the previously observed non-operational scum box inside the southside clarifier had been cleaned, and the non-working pump had been replaced with their back-up pump.
- The previously provided “draft” Service Agreement with the Guadalupe County Correctional Facility circa January 1998 has not been updated.
- The WWTP did have secure perimeter fencing and lighting; thus, limiting access.

Section III – AREAS OF CONCERN

A review of the ICIS database for the period from November 30, 2022, to August 31, 2024 (**Appendix 1**) indicates NPDES permit excursions.

- A review of the Integrated Compliance Information System (ICIS) indicates several NPDES permit single event violations *Escherichia coli* (E coli) (November 2022), (July and August 2023) and (June, July and August 2024).

I conducted a closing conference via telephone with at City of Santa Rosa WWTP for the inspection.

Section IV – RECOMMENDATIONS

- Review and update the Service Agreement with the Guadalupe County Correctional Facility- the provided copy circa January 1998 was “draft” agreement.
- Additional certified facility staff to assist in the day-to-day operations and to address potential absence due to illness or personal time off (PTO) issues.

Section V – FOLLOW UP

The no additional information was received by EPA after exiting the Facility on May 12, 2025.

Section V – LIST OF APPENDICES

Appendix 1 – Review of the Integrated Compliance Information System (ICIS) Database for the period from November 30, 2022, to August 31, 2024.

Appendix 2 – “Draft” Guadalupe County Correctional Facility Service Agreement

Appendix 1

Review
of the
ICIS database
for
the period
from

November 30, 2022, to August 31, 2024

NM0024988

SANTA ROSA, CITY OF (MAIN STP)

Monitoring Period End Date	Parameter Desc	Statistical Base Short Desc	Limit Unit Short Desc	Limit Value	DMR Value
11/30/2022	E. coli	30DAVGEO	CFU/10	126.	1859.62
11/30/2022	E. coli	DAILY MX	CFU/10	410.	16000.
07/31/2023	E. coli	30DAVGEO	CFU/10	126.	311.71
07/31/2023	E. coli	DAILY MX	CFU/10	410.	2400.
08/31/2023	E. coli	30DAVGEO	CFU/10	126.	586.66
08/31/2023	E. coli	DAILY MX	CFU/10	410.	3500.
06/30/2024	E. coli	30DAVGEO	CFU/10	126.	230.75
06/30/2024	E. coli	DAILY MX	CFU/10	410.	1700.
07/31/2024	E. coli	DAILY MX	CFU/10	410.	920.
08/31/2024	E. coli	DAILY MX	CFU/10	410.	540.

Appendix 2

“Draft”

Guadalupe County Correctional Facility Service Agreement

AGREEMENT

This Agreement is between the City of Santa Rosa (hereinafter referred to as the CITY) and Wackenhut Development, Inc. (hereinafter referred to as WDI), for the purpose of allocating charges for: 1) water and wastewater services, provided by the CITY to WDI; and 2) water and wastewater infrastructure construction costs provided by WDI to the CITY. The following Exhibits are hereby made as attachment to this Agreement:

1. Exhibit I: Consideration of Utility User Rates, January 5, 1997 Presentation.
2. Exhibit II: Meeting Notes of January 5, 1997 Presentation.
3. Exhibit III: Original Construction Cost Estimate for Infrastructure by Billingsley Engineering
4. Exhibit IV: Revised Construction Cost Estimate by Red Mountain Engineers
5. Exhibit V: Final Construction Cost Estimate of January 11, 1998 by Red Mountain Engineers
6. Exhibit VI: Agreed to Infrastructure Construction Costs to be paid for by the CITY to WDI.
7. Exhibit VII: Site Plan of Utilities
8. Exhibit VIII: Total Project Cost of Jail Facility

Section 1: The CITY agrees to provide water and wastewater services to the Guadalupe County Jail Facility (hereinafter referred to as the JAIL), located within the municipal boundaries of the CITY. The water and wastewater services will be provided to WDI in the form of water and wastewater user rates billed on a monthly basis in the following amounts:

A., Water Services: Base rates of \$2.99/month/bed and \$0.84 per 1,000 gallons of water delivered at the new meter to be installed by WDI. These rates for water services are for the calendar year 1998 and will be adjusted annually thereafter for inflation based on the Consumer Price Index. Gross receipts taxes and other State and Federal mandated charges will be charged in addition to the base rates (see Exhibits I and II for agreements between CITY and WDI).

B., Wastewater Services: Base rates of \$2.81/month/bed and \$1.04 per 1,000 gallons of wastewater discharged calculated at 80% of water delivered on a monthly basis. These rates for wastewater services are for the calendar year 1998 and will be adjusted annually thereafter for inflation based on the Consumer Price Index. Gross receipts taxes and other State and Federal mandated charges will be charged in addition to the base rates (see Exhibits I and II for agreements between CITY and WDI). If WDI's wastewater discharge measures greater than 600 mg/L of Biochemical Oxygen Demand (BOD) and / or greater than 600 mg/L of Total Suspended Solids (TSS), the variable base rate will be increased by a proportionate amount for the next billing cycles until another sample can be taken by the CITY.

Section 2: The CITY, in return for providing access to its water and wastewater utilities, has agreed to accept the ownership and operation of the water and wastewater infrastructure (see Exhibit VII), to be constructed and paid for at WDI's expense, including all piping, valving, tanks, pumping stations, electrical appurtenances, and easements. The CITY will pay WDI for the construction costs associated with the infrastructure based on the amount presented in Exhibit VI. Exhibits III, IV and V are provided to set forth the understanding that the agreed upon construction costs are different than estimates previously provided to the CITY by others, including WDI and its consultants and the CITY and its consultants. The CITY agrees to the following payment and terms to WDI for the constructed facilities:

A., Payment: The CITY agrees to pay _____, as agreed to by the CITY and WDI in Exhibit VI, in 30 equal installment of _____, before the end of each calendar year, beginning in 1998. All of the payments will be considered principal with no interest, unless the payment is made later than December 31st of each calendar year, whereby the CITY will pay WDI simple interest of 8% on the unpaid annual payment amount agreed to.

B., Termination and Assignability: The CITY and WDI agree that this agreement and the rates and payments set forth are by and between and unique to the CITY and WDI. Recognizing this unique relationship, the payments set forth in Section 2.A will cease if and when one of the following two scenarios exist: 1) The CITY pays the full amount in cumulative amounts on or before the 30-year term, including , but not limited to a payment in the form of an annuity representing the future value of the payments to WDI; and 2) WDI sells the facility and recovers the infrastructure construction costs agreed to in Exhibit VI and specified in Section 2.A. If WDI does not recover its infrastructure construction costs as a result of sale or transfer of the facility, then the payments will continue to WDI in accordance with the provisions of this Agreement. The utility rates set forth in Section 1 and charged by the CITY to WDI for water and wastewater services are unique to the CITY / WDI relationship and will cease upon one of the following events occurring: 1) WDI ceases to own the facility; or 2) WDI ceases to operate the facility; or 3) WDI's wastewater discharges and or water use are significantly different than the following expectations: 1) 600 bed level for the facility; or 2) greater than 80,000 gallons per day of water use or wastewater discharge (measured as an average over the year); or 3) greater than 600 mg/L of BOD or TSS or any other objectionable discharge (i.e. grease, floatable solids, nitrogen, phosphorus, etc.) not anticipated by the CITY or capable of harming treatment at the facility.

This AGREEMENT, executed by and between the CITY OF SANTA ROSA AND WACKENHUT DEVELOPMENT, INC. this _____ day of _____, 1998.

EXECUTION:

CITY OF SANTA ROSA, NEW MEXICO

WACKENHUT DEVELOPMENT, INC.

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

NOTARY:

NOTARY SIGNATURE

NOTARY SIGNATURE

EXPIRATION DATE

EXPIRATION DATE