

**VILLAGE OF RUIDOSO/CITY OF RUIDOSO DOWNS
RWWTP - JOINT USE BOARD**

**AGENDA INDEX
REGULAR MEETING
MAY 19, 2021 AT 10:00 A.M.**

**RUIDOSO CONVENTION CENTER
111 SIERRA BLANCA DRIVE
RUIDOSO, NM 88345**

CALL TO ORDER.

ROLL CALL.

APPROVAL OF AGENDA.

REGULAR ITEMS.

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REPORTS FROM BOARD MEMBERS.

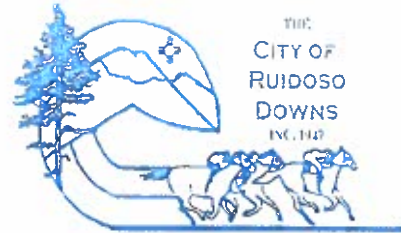
CLOSED SESSION.

ADJOURNMENT.

I certify that notice has been given in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 2021-01. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk if a summary or other type of accessible format is needed.

Bertha De Los Santos, MMC
Deputy Clerk

Posted: Thursday May 13, 2021
Time: .10:30 a.m.



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Bertha De Los Santos, MMC
Deputy Clerk
Meeting Date: May 19, 2021

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

1

Re: Approval of Minutes:
April 21, 2021 Regular Meeting

Item Summary:

Approval of Minutes:
April 21, 2021 Regular Meeting


Item Discussion:

Approval of Minutes:
April 21, 2021 Regular Meeting

Recommendations:

To Approve Minutes of April 21, 2021 Regular Meeting.

Required Approvals of Agenda Memorandum and Back-Up Documentation:


Bertha De Los Santos, MMC
Deputy Clerk
(Received on: 5/13/21 10:30am)
Date Time

**REGIONAL WASTEWATER TREATMENT PLANT JOINT USE BOARD
REGULAR MEETING
313 CREE MEADOWS DRIVE
RUIDOSO, NM 88345
APRIL 21, 2021**

Chairman Lynn D. Crawford, Village of Ruidoso Mayor (present in person) called the regular meeting of the Regional Wastewater Treatment Plant Joint Use Board to order at 2:30 p.m. Members John E. Cornelius and Gary Jackson, Village of Ruidoso Councilors, were recorded present in person. Member Dean Holman, City of Ruidoso Downs Mayor was recorded absent. Member Joey Jarvis, City of Ruidoso Downs Deputy Public Works Director was recorded present via Zoom, due to mandates by the State of New Mexico Attorney General and Governor offices regarding COVID-19. Village of Ruidoso employees Timothy P. Dodge, Village Manager; Ronald L. Sena, Village Clerk; Judi M. Starkovich, Finance Director; Isaac Garcia, RWWTP Director; and Adam Sanchez, Public Works Director were recorded present via Zoom (online video sharing platform). Village of Ruidoso employees; Karen Gutierrez, Assistant Finance Director/Capital Projects; Eric Boyda, Water Resource Director; and Jeffrey Fargarson, Convention Center Technician III, were recorded present in person. There was no Village of Ruidoso legal counsel present. City of Ruidoso Downs legal counsel present was H. John Underwood. There were 5 viewers on YouTube (online video sharing platform).

APPROVAL OF AGENDA:

Councilor Cornelius moved to approve the agenda as presented. Councilor Jackson seconded and the motion carried with a roll call vote of all ayes.

REGULAR ITEMS:

Discussion and Possible Action on March 17, 2021 Regular Meeting Minutes.

Councilor Jackson moved to approve March 17, 2021 Regular Meeting Minutes. Joey Jarvis seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Award of IFB #2021-003B Rebid – Lift Stations and Forcemains, Phase II of the Sanitary Sewer System Repair-Rehabilitation Project and Agreement with Smithco Construction, Inc., in the Amount of \$2,263,903.91, Including Gross Receipts Tax.

Karen Gutierrez stated the following: the IFB was for the second phase; received eleven requests for bids, one bid was submitted; a recommendation letter was received; and Councilor Jackson stated the first time the project went out for bid only one bid was received and FEMA agreed that they authorized them to go ahead.

Councilor Jackson moved to Award IFB #2021-003B Rebid – Lift Stations and Forcemains, Phase II of the Sanitary Sewer System Repair-Rehabilitation Project and Agreement with Smithco Construction, Inc., in the Amount of \$2,263,903.91, Including Gross Receipts Tax. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Award of RFP #2021-005P for Professional Engineering Services with Molzen-Corbin & Associates and Agreement for Sanitary Sewer System Repair-Rehabilitation Project.

Karen Gutierrez stated the RFP went out with a proposed deadline of March 31; two proposals were received; and the Evaluation Committee selected Molzen-Corbin & Associates as the most responsive offer.

Councilor Jackson moved to Award RFP #2021-005P for Professional Engineering Services with Molzen-Corbin & Associates and Agreement for Sanitary Sewer System Repair-Rehabilitation Project. Joey Jarvis seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Task Order #2021-005P-6 for Professional Engineering Services on the Sanitary Sewer System Repair-Rehabilitation Project DR1783-PW155 Phase II, Lift Stations and Forcemains to Molzen-Corbin & Associates, in an Amount Not to Exceed \$322,044.64, Including Gross Receipts Tax.

Councilor Jackson stated the amount on the agenda was \$322,044.64, Including Gross Receipts Tax and needed to be reflected as such. Ms. Gutierrez confirmed the amount was \$322,044.64.

Ms. Gutierrez stated the task order would take Phase II through completion and the task order included the complete breakdown; the task order that was received before was increased by \$1,332.27 due to the new pricing, since the first one was simply a proposed estimate at the beginning to provide numbers for the budget.

Councilor Jackson moved to approve Task Order #2021-005P-6 for Professional Engineering Services on the Sanitary Sewer System Repair-Rehabilitation Project DR1783-PW155 Phase II, Lift Stations and Forcemains to Molzen-Corbin & Associates, in an Amount Not to Exceed \$322,044.64, Including Gross Receipts Tax. Councilor Cornelius seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Rental/Purchase Agreement with Wagner Equipment Company for the Lease of 926M Wheel Loader for the Daily Working of Compost at the Facility.

Isaac Garcia stated the current one was being leased.

Councilor Cornelius inquired if it was standard to have no hours included being charged \$11.00 and stated it seemed usually in the leases, they allowed a certain number of hours. Mr. Garcia stated they were required to provide them with hours monthly.

Chairman Crawford inquired if someone had reviewed the agreement in detail. Ms. Gutierrez stated Ms. Starkovich and Mr. Commander were reviewing the evaluation of purchasing vs. leasing, but she was not sure who reviewed the actual contract. Adam Sanchez stated he did not remember seeing it on his leases and would have to go back and review them.

H. John Underwood stated he had not reviewed the Wagner agreement. Mr. Garcia stated they would not go over the hours mentioned in the agreement, since they only used it a couple of hours per day.

Mr. Garcia stated the agreement did not include the maintenance agreement.

Chairman Crawford recommended postponing the item since not enough information seemed to be provided. Mr. Garcia stated the last agreement was a \$10.00 charge and they never had any problems and never had to pay the hourly rate in the last four years with the current lease.

Chairman Crawford stated it seemed that there were a lot of holes in the agreement. Mr. Garcia stated if they entered into the agreement now, they would not have to pay penalties on wear and tear. Ms. Gutierrez stated the leases were supposed to be reviewed by Mr. Cook. Mr. Sanchez stated, after review, the same clause was in his equipment lease agreements.

Councilor Jackson moved to postpone Rental/Purchase Agreement with Wagner Equipment Company for the Lease of 926M Wheel Loader for the Daily Working of Compost at the Facility for the next regular meeting. Joey Jarvis seconded and the motion carried with a roll call vote of all ayes.

Discussion and Possible Action on Solar at the Regional Wastewater Treatment Plant, Village of Ruidoso, and City of Ruidoso Downs Facilities. Eric Boyda stated the following: had provided the report of electric use for the treatment plant and other facilities that were over \$100.00 per month, as requested at the last regular meeting; most of the major facilities all teamed out as having enough electric use, maps of each location was provided for if and when we go out for RFPs or quotes the topography would be covered; previous information was provided to the Board regarding solar; he spoke with David Griego, co-presenter of a PowerPoint Presentation that was provided to the Village of Ruidoso to get more details about the process and energy savings contracts that could be used; the level III audit (investment grade audit) was where they would be refining costs; since 2018, there was a new agreement in Lincoln County and audits ranged from 27 to 22 cents per square foot based on the square footage; the way that energy savings performance contracts worked was when they audited they looked at everything and the audit would make recommendations of what needed to be changed and possible improvements that could lead to energy savings; the State preferred those type of contracts over PPEs because the energy savings audit looked at internal consumption and renewable assets; with the changes in practices and systems, those type of contracts would improve resiliency and costs; there were nine pre-authorized vendors that had agreed to those audit costs and had bonds in place; if we went with a PPE approach, the State made it clear that one main thing was that a clause would be included that the Village would never pay more than what was currently being paid for electricity; Mr. Griego recommended preparing a series of questions to ask the auditor what the Village was interested in and then pick the companies that the Village most wanted to work with and they could provided a PowerPoint to the RWWTP-JUB. Councilor Cornelius stated he spoke to someone about going through CES contract. Mr. Boyda stated the Village did not have to work with Johnson Controls. Councilor Cornelius stated the following: Mr. Garcia already transferred most of the lighting to LED at the treatment plant; if the Village bought it, they would probably meet the debt service; and they still did not know if there was grant funding available. Mr. Boyda stated the Village needed to see if they were eligible for some additional funds. Mr. Garcia stated he had accomplished 90-95% of installation of LEDs. Mr. Boyda stated a \$1.6 million project was proposed with a pay back of 13.7 years, with an annual savings of \$113,000.00; and, in the end, the Joint Use Board or the Village of Ruidoso would be the owners of the system. Councilor Cornelius stated that seemed like a lot of payback. Mr. Boyda stated that was the only upgrade the treatment plant was in need of and they could go with a PPA there and other type of agreements on the other facilities. Councilor Cornelius stated the figures they had were based on

along time ago and gas costs would only be increasing; and Mr. Borde Williams had questions for the Village as well.

Mr. Williams stated the following: he appreciated the invitation to the meeting; since 1981 has had a great working relationship with the Regional Wastewater Treatment Plant staff; and the northeast side of the treatment plant was his 12 acres and he was curious as to how many acres were going to be needed, since they used some of the land to run cattle during certain times of the year. Mr. Williams recommended having a set rate for approximately 20-25 years. Mr. Boyda stated, if the Village went forward to the energy savings they could proceed, and if they would get an audit it would have to be paid for; he really liked the attractiveness of the energy savings contract, since if the contract did not pay for itself, the costs would be covered; and the PPA would guarantee that the cost of the electricity would not go higher than it currently was. Mr. Dodge recommended they evaluated both options and then provided the RWWTP-JUB with a choice of how to proceed. Councilor Cornelius stated one of the Solar companies told him they could do either process. Mr. Dodge stated, in the past, he used Del Lyons, with Souder Miller & Associates through a CES contract to provide a recommendation since that was the usual course of events.

Joey Jarvis stated the three facilities in the City of Ruidoso Downs he looked at were not large enough, but he was willing to look into it further.

Councilor Jackson moved to postpone Discussion and Possible Action on Solar at the Regional Wastewater Treatment Plant, Village of Ruidoso, and City of Ruidoso Downs Facilities to the next regular meeting of the RWWTP-JUB to allow Mr. Lyons to provide a presentation, along with recommendations. Joey Jarvis seconded and the motion carried with all ayes.

Monthly Report on the Regional Wastewater Treatment Plant.

Isaac Garcia stated the following: last month was spring break for TX and they had 1.5 to 1.6 million coming into the facility; they continued to run the treatment plant as good as they possibly could; they always prepared for large amount of visitors to Ruidoso by doing chemical cleans and maintenance; FOG readings were for Carrizo Canyon 27 mg/l, Palmer Loop 50 mg/l, and the metering station was 38 mg/l. Councilor Cornelius stated the reservation was consistently high. Mr. Garcia stated Palmer Loop was the residential area. Councilor Cornelius stated the Village should be able to control what they were doing by either educating them or review other options. Chairman Crawford recommended possibly charging them. Mr. Garcia stated he sent an employee last month to go and check all the restaurants and for the most part they were all doing a good job with their grease traps, which would be followed up on next month. Mr. Garcia explained that the influent was what was coming into the plant and the effluent was what was going out of the treatment plant.

Eric Boyda stated the influent meter was not as accurate as the effluent meter.

Quarterly Report on the Regional Wastewater Treatment Plant.

Isaac Garcia stated the following: the treatment plant was within all NMPDES compliance requirements as well as all other requirements; were in the process of cleaning two basins of filters; were short two operators; would clean two filters in the Spring and two in the Fall; filters were aging and many were on their 11th year with a 10-year life expectancy; the LED replacement was 90-95% complete and should be accomplished by the Fall; were missing some of the LED for

the very high poles and might have to hire someone to get that done or possibly do it themselves; the electronic gate was completed and worked great; a sign was placed on the gate and there was a push button key pad and the cameras showed who was at the entrance gate; and filter cleans and 12-hour shifts were the main thing going on at the treatment plant.

Chairman Crawford recommended meeting with the Manager's of the Restaurants to work on the installation and/or upkeep of grease traps.

Eric Boyda stated, under NMPDES requirements, they were at 233 sewer connections; Marty Luna and Adam Sanchez had worked out the sewer audit process; Ms. Carbajal would be sending out letters; they located 39 residences that were receiving sewer service and not paying for it with some new ones being added; and when they brought up a financial burden, they were provided with the contact in Roswell.

Councilor Cornelius inquired, if when the permit was renewed, they would be able to prove all the new connections. Mr. Boyda stated it would be hard to prove, but they should be seeing less nutrient in the river eventually.

Mr. Sena requested Mr. Underwood reviewed the agreement with Wagner.

Timothy P. Dodge stated everyone needed to be proactive in ordering enough supplies, especially pipe.

REPORTS FROM BOARD MEMBERS:

There were no Reports from Board Members.

CLOSED SESSION:

There was No Closed Session.

ADJOURNMENT:

There being no further business to come before the Regional Wastewater Treatment Plant Joint Use Board, Chairman Crawford adjourned the regular meeting at 4:07 p.m.

Passed and approved this ___ day of _____, 2021.

APPROVED: _____
Lynn D. Crawford, Chairman

ATTEST: _____
Bertha De Los Santos, MMC
Deputy Clerk



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Isaac Garcia, RWWTP Director
Meeting Date: May 19, 2021

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

2

Re: Discussion and Possible Action on Rental/Purchase Agreement with Wagner Equipment Company for the Lease of 926M Wheel Loader. **(POSTPONED FROM APRIL 21, 2021 REGULAR MEETING.)**

Item Summary:

Discussion and Possible Action on Rental/Purchase Agreement with Wagner Equipment Company for the Lease of 926M Wheel Loader.

Item Discussion:

Rental Lease Agreement for the replacement of an aging Front End Loader currently in use for the daily working of compost at the facility.

Recommendations:

To Approve Rental/Purchase Agreement with Wagner Equipment Company for the Lease of 926M Wheel Loader.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC
Deputy Clerk

(Received on: 5/13/21 10:30am
Date Time)



RENTAL/PURCHASE AGREEMENT

DATE Apr 06, 2021
 QUOTE# 227246

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	VILLAGE OF RUIDOSO							
STREET ADDRESS	313 CREE MEADOWS DRIVE			<SAME>				
CITY/STATE	RUIDOSO, NM	COUNTY	LINCOLN NM					
POSTAL CODE	88345	PHONE NO	575 257 6023					
EQUIPMENT	ISAAC GARCIA	PHONE NO.	575 378 9143					
PRODUCT SUPPORT	ISAAC GARCIA	PHONE NO.	575 378 9143					
INDUSTRY CODE				PRINCIPAL WORK CODE				
PAYMENTS TERMS	NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>			OTHER <input type="checkbox"/>				

Ownership Customer #	75818	Invoice Customer #	75818	SALES TAX EXEMPTION# (if applicable)	CRS 01-404291-0	CUSTOMER PO NUMBER	Ship Via
						El Paso	
CUSTOMER INSURES	VALUE OF EQUIPMENT	\$181,000.00	AGENT	PHONE #			
<input type="checkbox"/> INSURANCE BINDER ATTACHED	FOR INSURANCE:			POLICY #			

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

Hereby enter into a rental agreement to lease from WAGNER EQUIPMENT CO., hereinafter called the Company or Lessor, the following equipment:
 MAKE: CATERPILLAR MODEL: 926M YEAR: TBA NEW USED
 STOCK NUMBER: 483660 SERIAL NUMBER: TBA SMU: TBA
 To be used at or near the City of Ruidoso in the County of Lincoln in the State of NM

926M WHEEL LOADER	SEAT, DELUXE	FENDERS, STANDARD
LANE 2 ORDER	HYDRAULICS, 3V, CPLR READY, SL	COUNTERWEIGHT, STANDARD
PREP PACK, UNITED STATES	HYDRAULICS, STANDARD, SL	TOOLBOX AUX
STEERING, STANDARD	LINES, AUX 3RD, STD LIFT	RIDE CONTROL
DIFFERENTIAL, OPEN REAR	JUMPER LINES, AUX 3RD, FUSION	QUICK COUPLER, FUSION
ENVIRONMENT, MEDIUM DEBRIS	LIGHTS, STD HALOGEN	BUCKET-GP, 2.7 YD3, FUS
WEATHER, THERMAL BYPASS 120V	LIGHTS, ROADING, HALOGEN, RH	CUTTING EDGE, BOLT ON(4 PIECE)
VALVE GP, FAN BYPASS HIGH ALT	RADIO, BLUETOOTH, AUX, MIC, USB	KIT, SERIALIZED TECHNICAL MEDIA
ENGINE	PRODUCT LINK, CELLULAR PL641	PACK, DOMESTIC TRUCK
CAB, DELUXE	TIRES, 20.5R25 MX XHA2 * L3	CARRIAGE, PAL C3/4, 62", FUS

ON THE FOLLOWING TERMS: (All Rental Equipment F.O.B. Wagner Equipment CO.Yard)

1) For a term of 48 28-day periods commencing the 5th day of Jul 05, 2021

2) For the rental of \$ \$1,950.00 per month (plus taxes)

3) Additional Terms:

A. Lessee agrees to pay an additional rental payment of \$ \$0.00 for each hour in excess of 0 hours, equipment usage time in any 28 consecutive day period. In the absence of an overtime rate, overtime will be charged at 1/176 of the 28-day rate for each hour's use in excess of 176 Hours in any one 28 consecutive day period.

B. Tire wear (if applicable) will be charged at the rate of \$ \$0.00 per 1/32 inch of wear per tire upon return.

C. In the event of subsequent purchase of the unit, rental interest will be calculated at 0.9 % of the original value of the machine for any month within which the rental payment is received within ten days of the end of the rental period. Rental interest for all other months will be charged at 1.1 % of the original value of the machine.

D. In the event that this machine is returned to Wagner Equipment Co. before the guaranteed rental period is completed, the rental rate will revert to \$ \$0.00 per month plus applicable taxes.

Rental is Subject to a Non Appropriation Agreement by the Village of Ruidoso

Wagner Service Plan: 250/500/1000/2000 intervals are performed by Wagner for additional monthly fee. Customer Service Plan: 250/500 intervals are customer performed with aide of Wagner sent CAT Care Kits. 1000/2000 intervals are performed by Wagner and billed at time of conversion.

Equipment Value \$	\$181,000.00
AGREED ITEMIZED CHARGES	
Rental \$	\$1,950.00
Customer Delivery \$	\$0.00
Return Charge \$	\$0.00
Rental Equipment Protection %	0% \$0.00
PMAP Charges	\$0.00
Sales Tax	\$0.00
City (Incl. Delv.)	0% \$0.00
County	0% \$0.00
RTD/PPRT	0% \$0.00
State	0% \$0.00
State (NM&TX)	6.438% \$125.54
SMM Tax %	0% \$0.00
BALANCE DUE	\$2,075.54
Payment Attached <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

RENTAL EQUIPMENT PROTECTION

Renter must elect A. or B. by signing below.

A. Renter elects to purchase Rental Equipment Protection from Owner on the machine retail value of \$ \$0.00 at rate of 0 of the applicable rental period rental rate or a minimum of \$10.00. A deductible of \$5000.00 applies. (See Rental Equipment Protection on reverse side)

x _____

B. Renter declines Rental Equipment Protection and will cover the machine retail value of \$ \$181,000.00 by providing his/her own all risks insurance coverage. (See INSURANCE on reverse side)

x _____

CSA:

CUSTOMER AGREES TO PROMPTLY ADVISE THE SALESMAN IF THE UNIT IS MOVED TO ANOTHER PROJECT AND TO PROVIDE ALL NECESSARY INFORMATION REGARDING ANY CHANGE IN LOCATION.

LESSOR BY: _____ Date: _____ SALESMAN NAME: Eugene Mora

LESSEE BY: _____ Date: _____ SALESMAN PHONE NO.: _____

TERMS AND CONDITIONS (COLORADO, NEW MEXICO OR TEXAS)

1. **Purchase Order Terms Excluded:** The issuance of a purchase order or other document against this Rental Agreement and not a counter-offer, and no provision of such purchase order or any other document which varies from the terms hereof shall become a part of the Rental Agreement unless separately and specifically agreed to in writing by Lessor.
2. **INDEMNIFICATION:** LESSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY AGAINST ALL CLAIMS, POTENTIAL CLAIMS, DEMANDS, AND SUITS AND AGAINST ALL INJURIES (INCLUDING DEATH), DAMAGES, LOSSES, PENALTIES, EXPENSES, INSURANCE DEDUCTIBLE AND EXPENSE, ATTORNEY FEES (INCLUDING ATTORNEY FEES AND EXPENSES TO ENFORCE THIS AGREEMENT), OR OTHER LOSS OF ANY KIND WHETHER CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE LESSEE (INCLUDING INJURY OR DEATH TO LESSEE EMPLOYEES) THE COMPANY MAY INCUR ARISING DIRECTLY OR INDIRECTLY FROM THE PICK-UP, USE, POSSESSION OPERATION, TRANSPORT, REPAIR OR RETURN BY LESSEE, SUB-LESSEE OR ANYONE FOR WHOSE ACTS LESSEE MAY BE HELD LIABLE, AND ANY USER OF THE EQUIPMENT WHICH IS THE SUBJECT OF THIS RENTAL AGREEMENT TO THE EXTENT, IF AT ALL, SECTION 56-7-1 NMSA IS APPLICABLE TO THIS AGREEMENT. NO INDEMNIFICATION SHALL EXTEND TO LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF (i) THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS BY AN INDEMNIFIED EMPLOYEE OF AN INDEMNIFIED PERSON, (ii) THE GIVING OF OR FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY AN INDEMNIFIED PERSON, OR THE AGENTS OR THE EMPLOYEES OF AN INDEMNIFIED PERSON, WHERE SUCH GIVING OR FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS IS THE PRIMARY CAUSE OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY.
3. **Rental Term:** The term of this Rental Agreement shall include the Rental Term specified above plus all additional time spent transporting the Equipment to and from Lessee, any renewals or extensions of the specified Rental Term, and any additional time required for Lessor to regain the full possession or control of, to make repairs to, or to discharge liens or encumbrances upon the Equipment.
4. **Acceptance of Equipment:** Unless Lessee gives written notice to Lessor specifying any defect in or other valid objection to the Equipment within 24 hours after receiving the same, it shall be conclusively presumed that such Equipment was in good operating condition when received and that Lessee accepted and approved the same as the Equipment described in this Rental Agreement.
5. **Transportation:** Unless otherwise specifically provided herein, Lessee shall pay all charges and expenses relating to transportation of the Equipment in connection herewith.
6. **Renewal:** Any failure to return the Equipment to Lessor upon the expiration of the Rental Term or a renewal period shall, at the option of Lessor, constitute a renewal hereof. The provisions of the Rental Agreement shall apply to every renewal period.
7. **Disclaimer of Warranties:** It is understood that Lessor is not the manufacturer of the Equipment and that Lessor makes no warranties against defects in material or workmanship, or relating to the capability or performance of the Equipment, or the profitability of its use. THERE ARE NO EXPRESS WARRANTIES BY LESSOR OF ANY KIND WITH RESPECT TO THE EQUIPMENT AND LESSOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Lessor hereby assigns to Lessee for the Rental Term all manufacturer's warranties applicable to the Equipment.
8. **Rental Payments:** Lessee agrees to pay the payment amount as set forth in this agreement. Lessee's payment is due in full upon receipt of invoice unless different terms are stated on the first page of this Contract. All payments shall be made to Lessor at its address set forth herein or at such other address as Lessor may from time to time specify in writing. Lessee waives all existing and future claims and offsets against any rent or other payments due under this Rental Agreement and agrees to pay all rent and perform all other obligations to Lessor hereunder when due regardless of any claim or offset that may be asserted by Lessee or on Lessee's behalf. Lessee's obligations hereunder shall not be suspended or discharged on account of Lessee's inability to use the Equipment due to any cause other than a breach of this Rental Agreement by Lessor. If Lessee fails to pay any part of the rental or any other sum required to be paid to Lessor within 30 days after the due date, Lessee shall pay as additional rent to Lessor interest of 1.75 percent per month on the delinquent amount. Such monthly interest charges shall be cumulative and all payments made by Lessee shall be applied to any accrued interest before to base rent.
9. **Use of Equipment:** Lessee represents and agrees that the Equipment is rented for commercial use and not for personal, family or household use. To minimize the possibility of personal injury or property damage, Lessee agrees to have the Equipment operated only by employees of Lessee properly trained and qualified in its operation and to take all other reasonable precautions to ensure that the equipment is transported and operated only in a safe and lawful manner. Lessee shall pay all expenses relating to operating the Equipment.
10. **Location and Inspection:** Lessee shall operate and when not in operation, store, the Equipment at the location(s) specified above and shall not remove the same from such location(s) without the prior consent of Lessor. Lessee agrees that Lessor shall have the right to enter any premises where the Equipment may be located at any reasonable time for purposes of inspecting the same and without notice or liability to Lessee remove or disable the Equipment if, in the opinion of Lessor, it is being used or kept in violation of this Rental Agreement.
11. **Maintenance and Care:** Lessee agrees at its own expense to maintain the Equipment in good working order, properly serviced and garaged, including performing all necessary repairs and replacements, and to return the Equipment to Lessor upon the expiration or termination hereof in the same condition as when received except for ordinary wear and tear. ALL REPLACEMENT PARTS SHALL BE ORIGINAL EQUIPMENT MANUFACTURERS' PARTS. Lessee shall pay for all labor, material and parts required for the proper operation and protection of the Equipment, including expendable items such as lubrication, cable, end bits, cutting edges, anti-freeze, belts and filters. Lessee shall be responsible for any tire damage or wear beyond ordinary wear and tear. The determination of ordinary or excessive wear and tear shall be made solely by Lessor in its reasonable discretion. If the Equipment is returned to Lessor in any condition inferior to the required hereby, Lessee shall pay Lessor upon receipt of invoice, as additional rent, all charges for cleaning, servicing, repairs and replacements necessary to restore the Equipment to the required condition.
12. **Additions and Alterations:** Lessee shall not make any additions or alterations to the Equipment without the prior written consent of Lessor. All additions or improvements made by Lessee shall belong to and become the property of Lessor and shall be included in the Equipment returned to Lessor upon the expiration or termination of this Rental Agreement, provided, however, that Lessor reserves the right to require Lessee to remove any such additions or alterations and to restore the Equipment to its condition as of the beginning of the Rental Term.
13. **Rental Equipment Protection (REP):** We offer Optional REP on select items of equipment. Rental Equipment Protection IS NOT INSURANCE, it is merely a waiver of certain claims of the Lessor for loss of or damage to the Lessor's equipment. If you have purchased our Rental Equipment Protection, you will have no liability to Lessor for physical damage to the applicable Rented Item(s), except that you will remain liable to the Lessor in all events for damage or loss caused in whole or in part by: (i) your breach of any provision of this Contract, (ii) failure to return Rented Item(s), (iii) misuse and/or abuse: (iv) malicious mischief or illegal acts, (v) damage that occurs while equipment is being operated on a roadway or while being transported, (vi) damage to tires, (vii) rental payments due under this agreement, and (viii) use of any item in violation of any policy of insurance. A minimum deductible of \$1,000 applies on equipment valued \$25,000 or less and a \$2,500 deductible applies on equipment valued greater than \$25,000.
14. **Insurance:** Lessee agrees to obtain and maintain property insurance coverage, at its own expense, on the Equipment against all risks in an amount not less than the total actual cash value thereof in all cases. Lessee shall also maintain comprehensive general liability insurance for not less than \$1,000,000 combined single limit coverage for bodily injury and property damage, or in such other amount(s) as Owner may from time to time require. Owner retains the right to approve or disapprove the insurance carrier and the form and contents of the policy. The insurance shall specify Owner as a named insured, shall be primary, without right of contribution from any other insurance carried by Owner, and shall provide that such insurance may not be cancelled or altered so as to affect the interest of Owner without at least thirty days prior written notice to Owner. All insurance covering loss or damage to the Equipment shall name Owner as sole loss payee. Lessee agrees: (i) to promptly notify Owner of any occurrence which may become the basis of an insurance claim hereunder, and (ii) to not make any adjustments with insurers without Owner's prior written consent.
15. **RISK OF LOSS:** EXCEPT AS OTHERWISE PROVIDED HEREIN RELATING TO THE OPTIONAL DAMAGE WAIVER, THE ENTIRE RISK OF LOSS OR DAMAGE TO THE EQUIPMENT DURING RENTAL TERM SHALL BE UPON LESSEE AND LESSEE AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY AND ALL CAUSES. LESSEE SHALL PROMPTLY NOTIFY OWNER OF ANY LOSS OR DAMAGE TO THE EQUIPMENT.
16. **RETURN OF EQUIPMENT:** Upon the expiration or termination of this Rental Agreement Lessee shall at its own expense immediately return the Equipment to Lessor's Equipment yard or to such other destination as Lessor may specify within the same distance from Lessee's location.
17. **Identification:** Lessor may place decals or other markings on the Equipment identifying the same as property of Lessor. Lessee shall not remove or impair the function of any such markings.
18. **Agreement of Rental Only:** This agreement is one of rental only and Lessee shall not have, or acquire, any right title or interest, legal or equitable, in the Equipment or any part thereof except the right to use the same during the term and subject to the provisions of this Rental Agreement. Title to and Lessorship of the Equipment shall remain in Lessor. Lessee shall keep the Equipment free from levy, legal or equitable, tax and other claims, liens and encumbrances and upon request shall provide Lessor proof of payment of any taxes the nonpayment of which may result in a lien upon the Equipment. Lessee shall promptly pay all additional rent all expenses, including attorney fees Lessor may incur in defending or removing any claim, lien or encumbrance upon the Equipment. The Equipment shall remain personal property even though the Equipment or any part thereof may become attached to real property.
19. **Sales of Equipment:** Notice is hereby given that Wagner Rents, Inc., may assign its rights to sell equipment (and to purchase trade-in property, if applicable) described herein to Wagner Exchange LLC.
20. **Default:** Lessor shall be in default under this Rental Agreement upon the happening of any of the following events or conditions: (a) Lessee fails to pay any sum required to be paid hereunder by the due date; (b) Lessee fails at any time to obtain or maintain any insurance coverage required hereunder; (c) Lessee fails to perform or comply with any other obligations or condition hereunder; or (d) Lessee files for, or is subject to, any action of bankruptcy, reorganization, insolvency or receivership.
21. **Remedies on Default:** Upon any default by Lessee as provided in this Rental Agreement, (a) all rentals due or to become due under this agreement and all other sums owing by Lessee hereunder shall immediately become due and payable at the option of Lessor without notice or demand, (b) Lessor may retake possession of the Equipment where located and remove the same without legal process; (c) if this Lease contains a purchase option exercised by Lessee, Lessor may dispose of the Equipment or any part thereof at Lessee's expense as provided or permitted by law; and (d) Lessor may exercise any and all rights or remedies under the Uniform Commercial Code, Leases or other applicable laws or agreements. All remedies of Lessor shall be cumulative and not exclusive and may be exercised simultaneously or separately. It is further agreed that if Lessor shall dispose of the Equipment as provided herein, Lessor may immediately recover from Lessee as Liquidated damages, and not as a penalty, a sum equal to the aggregate of the following: all unpaid rentals and other sums due and payable hereunder, all accelerated future rentals for the balance of the Rental Term, discounted to present value at the rate of eight percent per annum, Lessor's estimated residual interest in the equipment, less the net proceeds of the disposition of the Equipment. Lessee shall pay upon demand all costs and expenses, including reasonable attorneys fees, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms hereof, regardless of whether litigation is actually commenced or continued to final judgment.
22. **Registration and Taxes:** Lessee shall pay all registration fees, license fees, assessments, charges and taxes, together with any penalties or interest that may now or later be imposed by any taxing authority with respect to the Lessorship, possession, use, rental or value of the Equipment during the Rental Term, whether assessed against Lessor or Lessee and upon request shall provide to Lessor proof of payment of the same.
23. **Entire Agreement; Modification and Waiver:** This Rental Agreement contains the complete and exclusive statement of the agreement between the parties relating to its subject matter and shall not be amended or modified except in writing signed by the parties. No inconsistent or contrary terms contained in any existing or future purchase order issued by or for Lessee relating to the Equipment shall act to vary any term hereof unless separately and specifically agreed to by Lessor in writing. Time is of the essence hereof. Lessor's failure to require strict performance by Lessee of any provision hereof shall not waive Lessor's right thereafter to require strict performance thereof or of any other provision.
24. **Financing Statements:** Lessee appoints Lessor its true and lawful attorney to prepare and execute in Lessee's name and on Lessor's behalf any financing statement in order to protect Lessor's interest in the Equipment.
25. **Assignment:** Lessee may not assign, delegate, sublet, or otherwise transfer any of its rights or duties hereunder or with respect to the Equipment without the prior written consent of Lessor. Lessor may freely assign the sums due or to become due hereunder and Lessee agrees to recognize such assignment.
26. **Force Majeure:** Lessor shall not be liable for any failure or delay of delivery or in performing any obligation hereunder due to any casualty, cause or circumstance beyond its control.
27. **Exposure to Hazardous Material or Waste:** Lessee shall not expose the Equipment to any hazardous material or waste, in the event the Equipment is exposed to any hazardous material or waste, Lessee shall immediately (1) notify Lessor, and (2) completely clean and decontaminate the Equipment. If the Equipment cannot be completely clean, decontaminated and otherwise discharged from all adverse effects of such exposure, Lessee shall pay Lessor the full value of the Equipment, together with interest thereon at the rate of 15% per month from that date until the said Equipment sum is paid in full. Lessee indemnifies and holds Lessor harmless from any and all claims, actions, expenses, damages, costs and liabilities arising from any such exposure of the Equipment to hazardous material or waste. This indemnification survives and continues after the term of this lease.
28. **Miscellaneous:** This Rental Agreement shall be binding upon the respective heirs, personal representatives, successors, and assigns of the parties. If any provision of this instrument is held invalid by a court of competent jurisdiction it shall be considered deleted from this instrument but the remaining provisions shall be given effect. Lessee's obligations arising hereunder during the Rental Term shall survive the Rental Term and any termination hereof. Lessee represents and warrants to Lessor that Lessee has the power to make, enter, deliver and perform this Rental Agreement and that each person signing and delivering this instrument is duly authorized to do so on its behalf.
29. **Governing Law:** Venue. This Rental Agreement shall be governed by and construed under the substantive laws of the State of Colorado, New Mexico or Texas, as applicable. Lessee agrees that any and all suits arising from the performance or any breach of the Rental Agreement may be commenced and maintained in the courts of Adams County, Colorado, Bernalillo County, New Mexico or El Paso County, Texas, as applicable, and Lessee irrevocably consents to such venue.
- This instrument shall not become effective or binding upon Lessor until executed by an authorized representative of Lessor.

Customer Initials: _____

Date: _____



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Eric Boyda, Water Resource Director
John Commander, Purchasing Agent
John Cornelius, VOR Councilor

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

3

Meeting Date: May 19, 2021

Re: Discussion and Possible Action on Solar at the Regional Wastewater Treatment Plant, Village of Ruidoso, and City of Ruidoso Downs Facilities. **(POSTPONED FROM APRIL 21, 2021 REGULAR MEETING).**

Item Summary:

Discussion and Possible Action on Solar at the Regional Wastewater Treatment Plant, Village of Ruidoso, and City of Ruidoso Downs Facilities.

Item Discussion:

Report on power usage at plant and Village facilities will be discussed along with a discussion on the various ways to develop solar at the facilities including owner installation and operation, power purchase agreement (PPA), or an energy savings performance contract.

Recommendations:

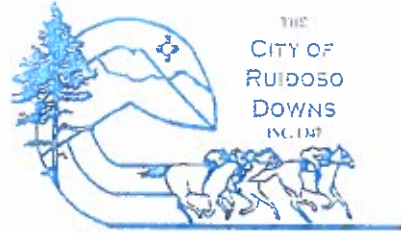
To Direct staff to proceed with determined solar installation process.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

N/A

Bertha De Los Santos, MMC
Deputy Clerk

(Received on: 5/13/21 10:30 a.m.)
Date Time



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Adam Sanchez, Public Works Director
Meeting Date: May 19, 2021

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission
<input type="checkbox"/>	Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

4

Re: Discussion and Possible Action on Carrizo Canyon Sanitary Sewer Overflow (SSO).

Item Summary:

Discussion and Possible Action on Carrizo Canyon Sanitary Sewer Overflow (SSO).

Item Discussion:

Discussion on the Sanitary Sewer Overflow (SSO) that occurred on May 4, 2021 at 900 Carrizo Canyon Road, that leaked Approximately 1000 Gallons of sewer into the Carrizo Creek.

Recommendations:

To direct Village staff to schedule a meeting with the Mescalero Tribe to discuss release of grease and non-flushable material into the Sanitary Sewer System.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC

Deputy Clerk

(Received on: 5/13/21 12:39 am
Date Time



AGENDA MEMORANDUM RWWTP – JOINT USE BOARD

To: Joint Use Board Members
Presenter: Isaac Garcia, RWWTP Director
Meeting Date: May 19, 2021

<input type="checkbox"/>	Consent Item
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Regular Item
<input type="checkbox"/>	Board and Commission Appointments
<input type="checkbox"/>	Informational
<input type="checkbox"/>	Workshop Item

5

Re: Monthly Report on the Regional Wastewater Treatment Plant

Item Summary:

Monthly Report on the Regional Wastewater Treatment Plant.

Item Discussion:

Report provided by Isaac Garcia for information purposes only.

Recommendations:

N/A.

Required Approvals of Agenda Memorandum and Back-Up Documentation:

Bertha De Los Santos, MMC
Deputy Clerk

(Received on: 5/13/21 10:30am)
Date Time

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

<u>Name</u>	<u>Limits</u>	<u>Description</u>
Flows (MGD)		Treated Effluent Leaving To The Rio-Ruidoso in Million Gallons per Day (MGD)
TEMP (Celsius) °		Temperature of Effluent Leaving Facility
pH	6.6 - 8.8	pH of Effluent Leaving the Facility
D.O. (mg/l)		Dissolved Oxygen in Effluent Leaving to the Rio-Ruidoso
TSS (mg/l)	0 - 18.6	Total Suspended Solids in Effluent Leaving to the Rio-Ruidoso
BOD5 (mg/l)	0 - 30	Bio-Chemical Oxygen Demand is a 5 Day Test which determines the Food & D.O Leaving to the Rio-Ruidoso
E. COLI (cfu/100 ml)	0 - 126	Concentration of E.Coli Bacteria in Colony Forming Units per 100 mls of Effluent
TRC (ug/L)	0 - 11	Total Residual Chlorine Concentration of Effluent Leaving to the Rio-Ruidoso in Micrograms per Liter (ug/l)
FOG (mg/L)	0 - 40	Fats, Oils and Grease Concentration Sampled from a Designated Area
VSS (mg/L)		Volitile Suspended Solids are Organic (Living) Solids that can be burned off in a 550°C Muffle Furnace
VOL %		Percent Volitile is the amount of Organic (Living) Material in the Influent Stream. The Higher the Better
% Removal	> 85%	TSS Coming into the Facility, Minus TSS Leaving Facility, divided by TSS Coming into the Facility, X 100 = % Removal (Plant Performance)
FOG (mg/L)	< 20	Optimum is Less than 20

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR INFLUENT AND EFFLUENT**

DATE	DAY	EFFLUENT													
		FLOW	TEMP.	pH	D.O.	I.S.S.	BOD5	E. COLI	TRC ug/L	INF. T.S.S.	INF. BOD5				
04/01/21	Thu	1.28	14.7	7.15	6.11				0						
04/02/21	Fri	1.25	14.6	7.22	6.20				0						
04/03/21	Sat	1.46	14.9	7.10	5.87				0						
04/04/21	Sun	1.56	15.5	7.30	5.86				3						
04/05/21	Mon	1.46	15.7	7.12	5.82				5						
04/06/21	Tues	1.34	15.7	7.14	6.31				0						
04/07/21	Wed	1.23	15.5	7.30	6.08				0						
04/08/21	Thu	1.29	15.7	7.15	5.89				0						
04/09/21	Fri	1.26	15.8	7.45	6.12				0						
04/10/21	Sat	1.34	15.7	7.29	6.08				0						
04/11/21	Sun	1.43	16.0	7.01	6.00				0						
04/12/21	Mon	1.37	16.1	7.32	5.67				0						
04/13/21	Tues	1.30	15.9	7.26	5.73				0						
04/14/21	Wed	1.24	16.2	7.37	5.87	0.77	2.00	<1.0	0	310.7	213.5				
04/15/21	Thu	1.22	16.2	7.20	5.64				0	VSS 273.2	pH 7.57				
04/16/21	Fri	1.21	16.2	7.52	5.72				0	VOL 87.9%	TEMP. 11.1				
04/17/21	Sat	1.28	15.9	7.37	5.66	0.77	2.00	<1.0	0	99.8	99.1				
04/18/21	Sun	1.42	15.6	7.54	6.24				0	%removal	%removal				
04/19/21	Mon	1.32	15.9	7.09	6.15				0						
04/20/21	Tues	1.34	15.8	7.21	6.06				1						
04/21/21	Wed	1.20	15.9	7.28	6.15				0						
04/22/21	Thu	1.26	15.8	7.42	6.25				2						
04/23/21	Fri	1.28	15.8	7.10	6.30				0						
04/24/21	Sat	1.33	16.0	7.18	6.00				0						
04/25/21	Sun	1.38	16.3	7.35	6.16				0						
04/26/21	Mon	1.40	16.5	7.13	5.73				1						
04/27/21	Tues	1.27	16.3	7.23	6.10				0						
04/28/21	Wed	1.26	16.3	7.03	6.13	1.07	1.50	0.5	0	270.8	196.8				
04/29/21	Thu	1.26	16.2	7.13	6.09				0	VSS 250.2	pH 7.66				
04/30/21	Fri	1.33	16.1	7.17	5.89	1.07	1.50	0.5	0	VOL 92.4%	TEMP. 9.3				
										99.6	99.2				
										%removal	%removal				

MONTHLY AVG. 1.32

0.92 1.75 0.25

**RUIDOSO - RUIDOSO DOWNS REGIONAL WASTEWATER TREATMENT FACILITY
MONTHLY RECORD FOR FOG RESULTS**

FOG RESULTS

Mescalero, New Mexico

<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
4/7/2021	14.6	IMG - Carrizo Canyon
4/7/2021	136	Palmer Loop Manhole, Mescalero
4/7/2021	Non Detectable	Apache Travel Center

FOG RESULTS (RWWTP - INFLUENT)

Ruidoso Downs, New Mexico

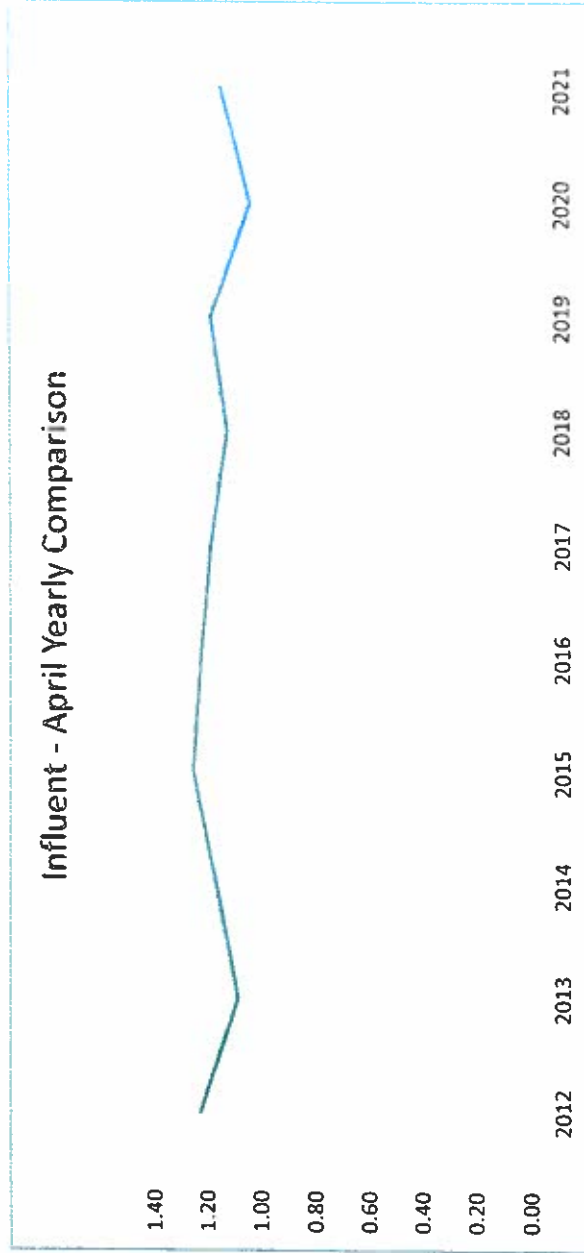
<u>Collection Date</u>	<u>N-Hexane Extractable</u>	<u>Location</u>
4/7/2021	46.4	Wastewater Treatment Plant

Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Influent - April Yearly Comparison

2012	1.23
2013	1.09
2014	1.17
2015	1.26
2016	1.23
2017	1.19
2018	1.13
2019	1.19
2020	1.04
2021	1.15

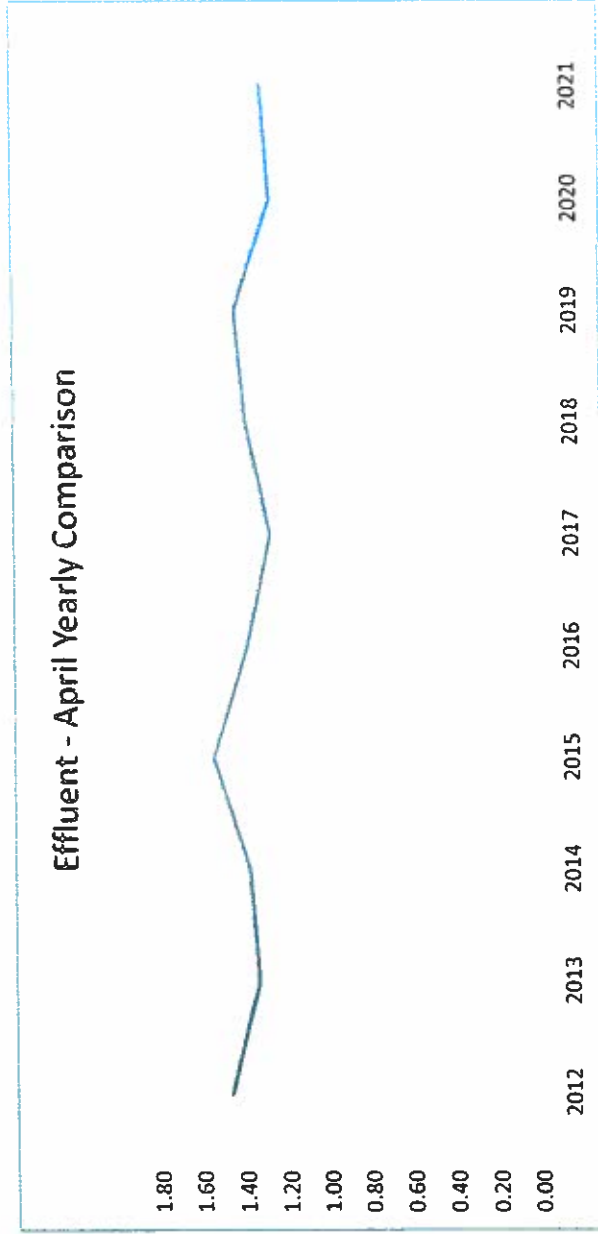


Manager's Report - RWWTP

Flows - Average: Millions of Gallons per Day

Effluent - April Yearly Comparison

2012	1.48
2013	1.35
2014	1.39
2015	1.56
2016	1.40
2017	1.29
2018	1.40
2019	1.45
2020	1.28
2021	1.32

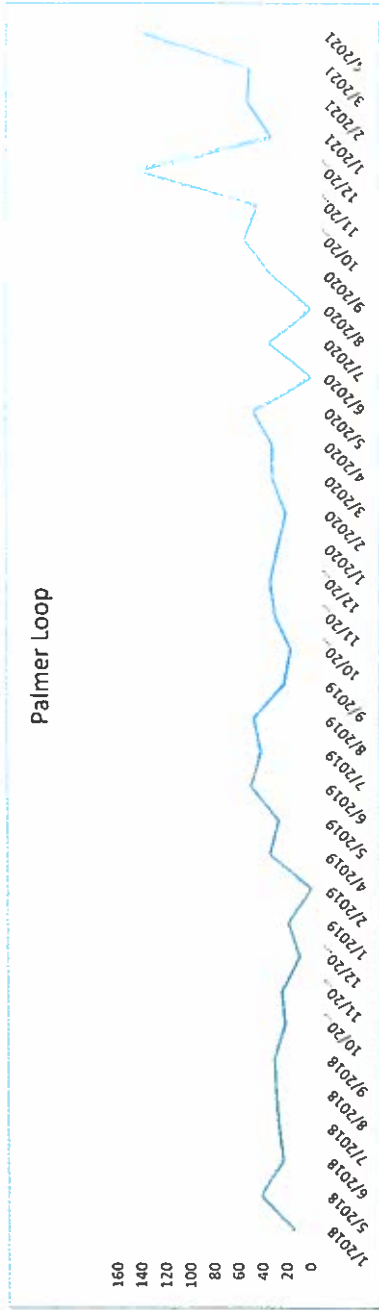


Manager's Report - RWWTP

FOG Results - Palmer Loop

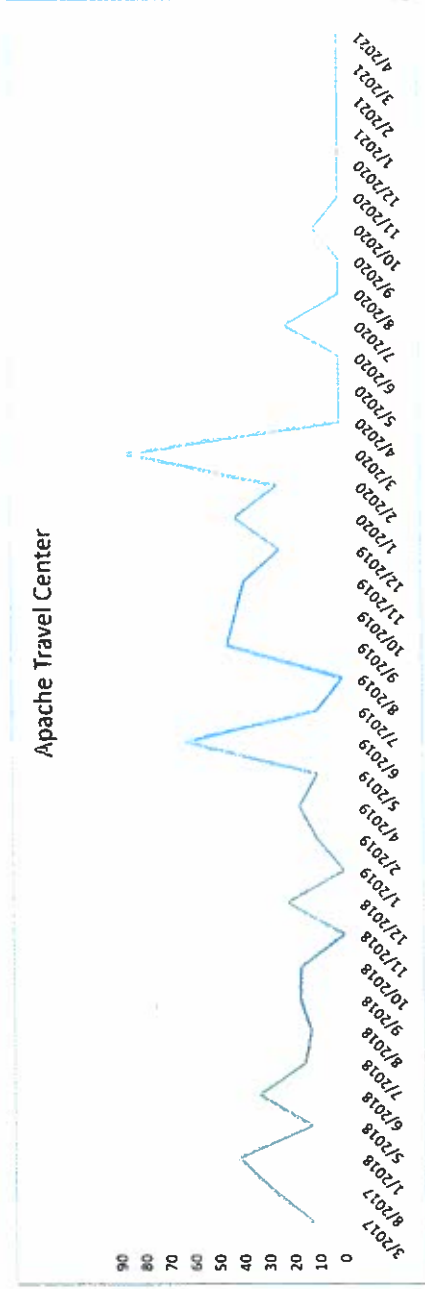
April 2021

Collection Month/Year	Results
1/2018	15.8
5/2018	42.8
6/2018	24.0
7/2018	27.5
8/2018	29.9
9/2018	31.2
10/2018	22.4
11/2018	24.9
12/2018	10.3
1/2019	20.0
2/2019	ND
4/2019	34.2
5/2019	27.0
6/2019	50.5
7/2019	41.6
8/2019	47.6
9/2019	22.0
10/2019	17.3
11/2019	29.7
12/2019	33.4
1/2020	26.7
2/2020	20.8
3/2020	31.4
4/2020	31.3
5/2020	47.9
6/2020	N/A
7/2020	35.6
8/2020	Closed
9/2020	33.8
10/2020	55.7
11/2020	44.9
12/2020	145.0
1/2021	32.1
2/2021	51.7
3/2021	50.6
4/2021	136.0



Manager's Report - RWWTP
 FOG Results - Apache Travel Center
 April 2021

Collection Month/Year	Results
3/2017	13.6
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	ND
12/2018	23.0
1/2019	ND
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	45.6
10/2019	42.3
11/2019	38.9
12/2019	24.6
1/2020	42.6
2/2020	25.6
3/2020	85.2
4/2020	0.0
5/2020	Closed
6/2020	Closed
7/2020	22.1
8/2020	Closed
9/2020	ND
10/2020	10.5
11/2020	ND
12/2020	Closed
1/2021	Closed
2/2021	ND
3/2021	Closed
4/2021	ND

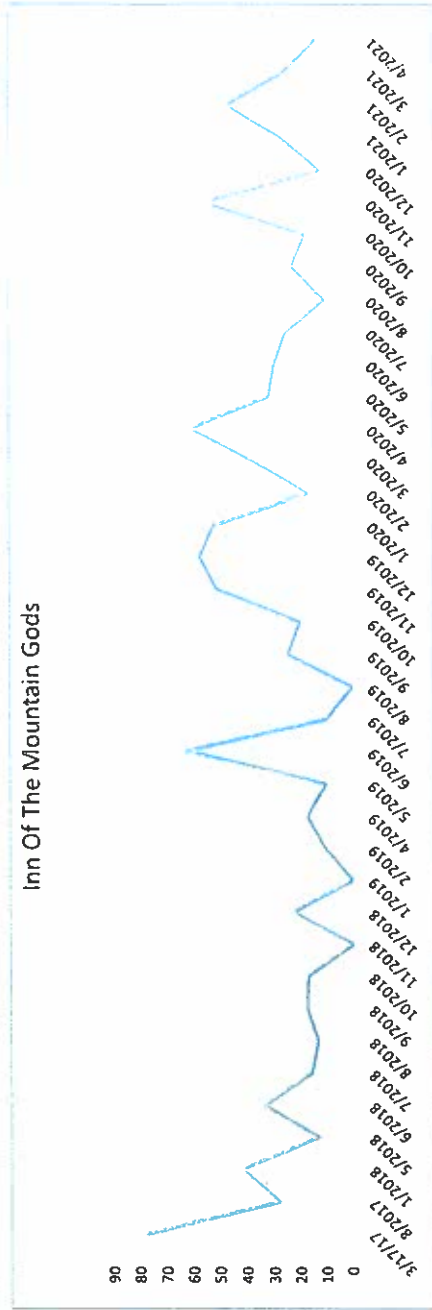


Manager's Report - RWWTP

FOG Results - Inn of The Mountain Gods (IMG)

April 2021

Collection Month/Year	Results
3/17/17	77.8
8/2017	29.1
1/2018	42.8
5/2018	13.6
6/2018	34.5
7/2018	16.1
8/2018	13.6
9/2018	17.8
10/2018	17.4
11/2018	0.0
12/2018	23.0
1/2019	0.0
2/2019	10.9
4/2019	17.5
5/2019	10.3
6/2019	62.7
7/2019	10.3
8/2019	0.0
9/2019	24.9
10/2019	20.3
11/2019	51.1
12/2019	57.6
1/2020	52.4
2/2020	17.7
3/2020	38.2
4/2020	61.2
5/2020	32.2
6/2020	30.2
7/2020	25.9
8/2020	11.1
9/2020	23.6
10/2020	18.6
11/2020	56.3
12/2020	12.9
1/2021	27.9
2/2021	47.8
3/2021	27.0
4/2021	14.6

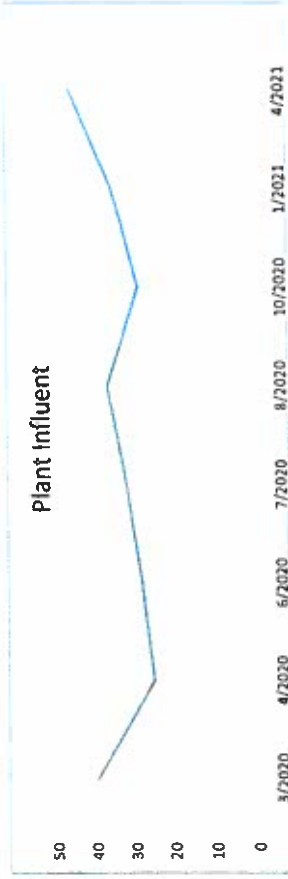


Manager's Report - RWWTP

FOG Results - Plant Influent

April 2021

Collection Month/Year	Results
3/2020	40.2
4/2020	25.6
6/2020	28.6
7/2020	32.5
8/2020	37.1
10/2020	29.1
1/2021	35.7
4/2021	46.4



Manager's Report - RWWTP

FOG Results - Hollywood Station

April 2021

Collection Month/Year	Results
3/2020	40.7
4/2020	20.3
5/2020	28.6
6/2020	33.2
7/2020	N/A
8/2020	31.9
12/2020	40.8
1/2021	48.0
3/2021	38.0



Manager's Report - RWWTP

FOG Results - CORD

April 2021

Collection Month/Year	Results
3/2020	-0.5 40.2-40.7
4/2020	5.3 25.6-20.3
6/2020	-4.6 28.6-33.2
7/2020	-5.2 N/A
8/2020	-5.2 31.9-37.1

