Administrative/Environmental Order

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### **AE Order Number Banner**

**Report Description** 

This report shows an AE Order Number in Barcode format for purposes of scanning. The Barcode format is Code 39.



App Number: pEEM0420233082

NM - 29

#### SOUTHWEST WATER DISPOSAL

4/23/2013

#### CONSERVICED STATES ENVIRONMENTAL PROTECTION AGENCY

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Mr. William J. LeMay, Director Oil Conservation Division New Mexico Energy, Minerals, and Natural Resources Department P.O. Box 2088 Santa Fe, New Mexico 87504-2088

Dear Mr. LeMay:

WITED STATES

On August 18, 1994, the New Mexico Oil Conservation Division's Environmental Bureau, requested approval to dispose of approximately 300,000 barrels of fluids from a commercial surface disposal pond, owned by Southwest Water Disposal, Inc., into a Class II disposal well.

Your staff has stated that during it's active life, the evaporation pond has received approximately one million barrels of fluid, of which 1600 barrels were non-hazardous non-exempt service company wash water. The bulk of the fluid was produced salt water. The Environmental Bureau indicated that an emergency situation exists due to the pond generating Hydrogen Sulfide gas in concentrations that can impact public health.

We concur with the State's emergency action to dispose of these fluids down a properly constructed Class II disposal well(s). This one-time event approval is subject to this facility being properly and permanently closed, with the pond removed and the property recontoured within 6 months after the fluid has been removed from the pond.

Should you have any questions, please contact David Abshire of my staff at (214) 665-7188.

Sincerely yours, Mar a Wean

Mac A. Weaver, P.E. Chief UIC State Programs (6W-SU)

TIERRA ENVIRONMENTAL CORPORATION P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924 Invoice No. 422 REV November 30, 1994 Project No. 94066 corrected billing if originals don't go Through ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 SOUTH PACHECO SANTA FE, NEW MEXICO 87505 Professional Services for Period Ending November 30, 1994 \_\_\_\_\_\_ **OCD - SOUTHWEST DISPOSAL** PER CONTRACT 1 WEEK @ \$ 3,394.79 \$ 3,394.79 **ADDITIONAL CHARGES:** C & L Irrigation Inc. 8.22 Construction Supply Co. 8.86 England Sales Service Co. 53.80 0111 CON. DIV. DIST. 3 City of Farmington 4,640.03 Arrow Gas Company <u> 19.42</u> (Copies of Invoices attached for above charges) TOTAL \$ 8,125.12

# C&L IRRIGATION INC POBOX 685 FLORAVISTANM87415 505~334-9282

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#### INDUSTRIAL - OIL FIELD - WATERWORKS 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

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#### **INDUSTRIAL - OIL FIELD - WATERWORKS** 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

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#### **INDUSTRIAL - OIL FIELD - WATERWORKS** 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

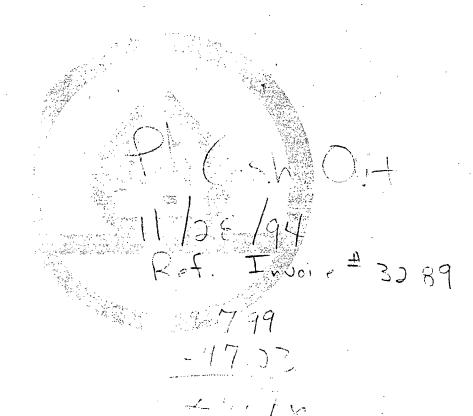
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#### TIERRA ENVIRONMENTAL CORPORATION P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

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Invoice No. 417 REV November 29, 1994 Project No. 94066 Corrected billing if origmals don't go Through

#### ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 SOUTH PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Ending November 23, 1994

OCD - SOUTHWEST DISPOSAL PER CONTRACT 2 WEEKS @ \$ 3,394.79 PER WEEK \$ 6,789.58 ADDITIONAL CHARGES: KMnO4 4 Drums @ \$ 185.00 EA. 740.00 Graves Oil & Butane Co. 107.06 Ikard & Newsom 4.07 Arrow Gas Company <u>12.94</u>

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(Copies of Invoices attached for above charges)

TOTAL

\$ 7,653.65

Terms: Net Due 30 Days After Receipt.

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#### INVOICE

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P O DRAWER 15250 FARMINGTON, NM

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761 SOUTH MILLER • P.O. BOX 3062 • FARMINGTON, NEW MEXICO 87499-3062 • (505) 325-4551



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FINANCE CHARGE Total amount due 10 days from above date. All accounts past due are subject to future service on a C.O.D. basis. All amounts unpaid after 30 days will have a finance charge of 11% per month (18% annual) added to the past due balance.

Subject to correction of clerical errors.

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TIERRA ENVIRONMENTAL CORP. 909 West Agaselio Farmington, 10M 87401 Off: (505) 325-0924 Fax: (505) 327-1471

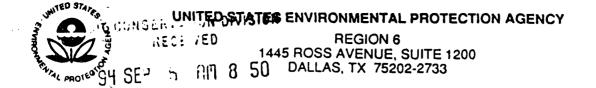
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Mr. William J. LeMay, Director Oil Conservation Division New Mexico Energy, Minerals, and Natural Resources Department P.O. Box 2088 Santa Fe, New Mexico 87504-2088

Dear Mr. LeMay:

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Your staff has stated that during it's active life, the evaporation pond has received approximately one million barrels of fluid, of which 1600 barrels were non-hazardous non-exempt service company wash water. The bulk of the fluid was produced salt water. The Environmental Bureau indicated that an emergency situation exists due to the pond generating Hydrogen Sulfide gas in concentrations that can impact public health.

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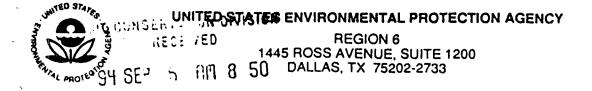
Should you have any questions, please contact David Abshire of my staff at (214) 665-7188.

Sincerely yours,

mar a Theaner

Mac A. Weaver, P.E. Chief UIC State Programs (6W-SU)

Printed on Recycled Paper



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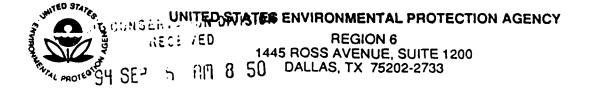
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Mac a Weaver

Mac A. Weaver, P.E. Chief UIC State Programs (6W-SU)



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Mac a Wean

Mac A. Weaver, P.E. Chief UIC State Programs (6W-SU)

 $325^{-}=$ 1590 BBLS/ inch 1591.83 calc, Water Level 330 X 3/3 318 X East Side 407 South Side 388 Edge of Bank West Side 386 North Side 388 270 × 265 = 1060 BBLs/mch 1061,96 calc East Side water Level measured 340ft 32', 35' 325' South Side Water Level 30', 33' west Side water Level 3201 36', 30' 28'', 35' North Side Water Level 180,000 BBLS 7155 -3470 3685 East 340 N 3/3 312 X 318 311 W 546 311 5 Ĕ 326 7,3525 1371/2- 116 116 /4 20 14



ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION AZTEC DISTRICT OFFICE

BRUCE KING GOVERNOR ANITA LOCKWOOD CABINET SECRETARY

1000 RIO BRAZOS ROAD AZTEC, NEW MEXICO 87410 (505) 334-6178

**OCTOBER 19, 1994** 

#### INFORMATION FOR CONTRACTORS SOUTHWEST WATER DISPOSAL PIT CLOSURE

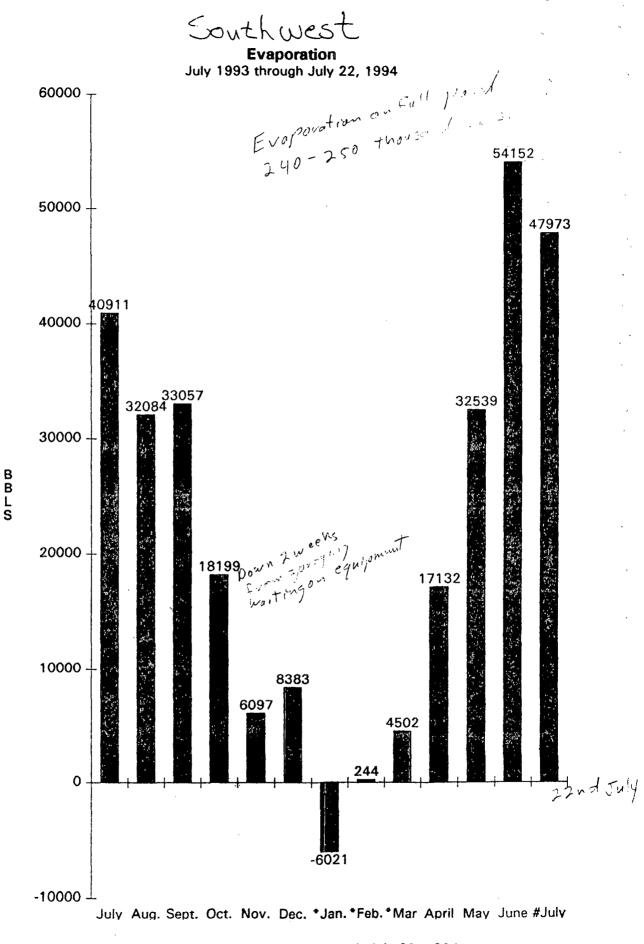
- I. Dispose of remaining water by trucking to a commercial disposal facility or by evaporating in place, the evaporation season extends from April thru October.
- **II.** There will be no soil and water testing of the pond residue unless we find evidence of other contamination.
- III. Mound the pond area to prevent rainwater run-on, enhance run-off and to divert drainage around the pond area.
- IV. An old covered skimmer pit is located at the Northeast corner of the evaporation pond. The contaminated soil may be mixed with fill and encapsulated in the pond fill to prevent migration. A twenty page pit assessment was done for Southwest Water Disposal and is available if you want to include this activity in your proposal.

Other proposed methods for water disposition and pond closure will be reviewed.

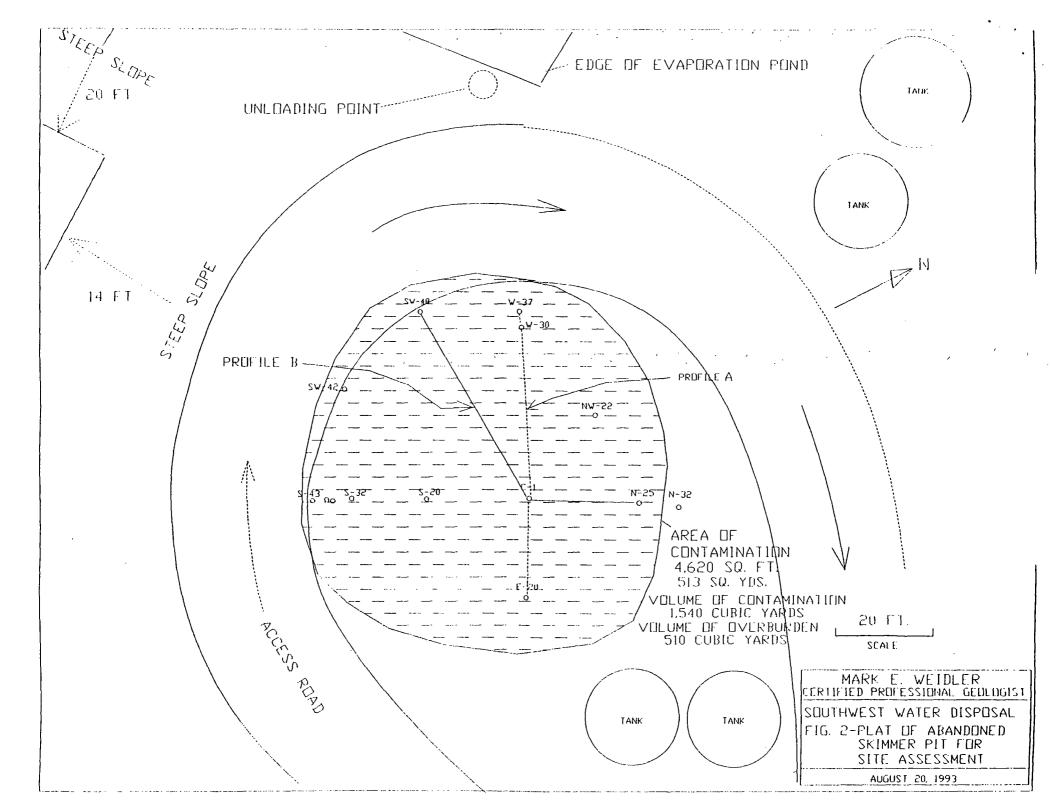
**Estimated costs during evaporation:** 

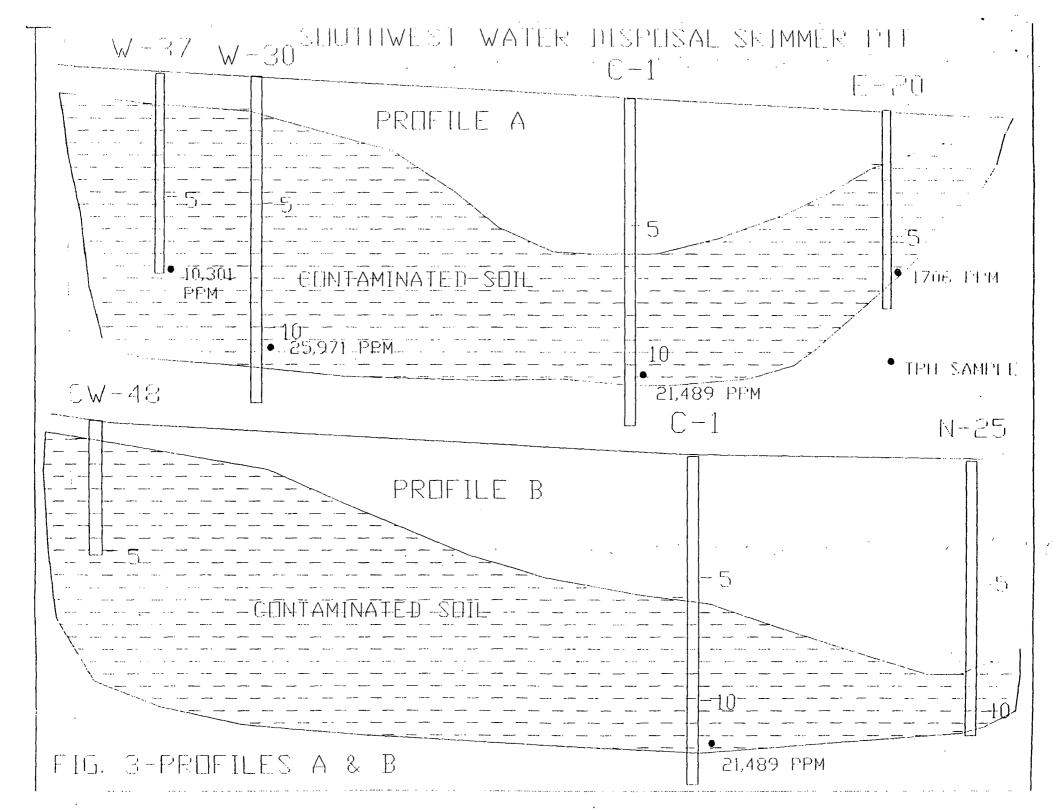
Electricity: \$5,000.00-5,500.00 per month Chemical: \$95.00 per day Fuel for compressor: 200 gallons of diesel per month Pump: May need to be changed out due to volume and lift.

Attachments: Seven pages



\* = no electriciy #= July1 through July 22, 1994





#### ATTACHMENT TO OCD 711 PERMIT APPROVAL SOUTHWEST WATER DISPOSAL COMMERCIAL SURFACE DISPOSAL FACILITY (July 15, 1993)

#### POND OPERATIONS

- 1. Disposal will only occur when an attendant is on duty. The facility will be secured when no attendant is present.
- 2. No produced water will be received at the facility unless the transporter has a valid Form C-133 (Authorization to Move Produced Water) on file with the Division.
- 3. All produced water will be unloaded into tanks and the oil removed prior to disposal into the pond. Oil recovered will be stored in closed storage tanks or drums and then transferred to an OCD approved oil reclamation facility. Per Division General Rule 310, oil shall not be stored or retained in earthen reservoirs or in open receptacles. Any oil which is accidentally discharged into the pond will be removed within twenty-four (24) hours.
- 4. All above ground tanks containing fluids other than fresh water will be bermed to contain a volume one-third more than the largest tank or all interconnected tanks. All berms at the facility will be maintained in such a manner to prevent erosion. Berms will be inspected weekly and after any precipitation of consequence, and required maintenance will be performed immediately to maintain integrity of the berms.
- 5. The pond will have a minimum freeboard of eighteen (18) inches. If two consecutive readings of 0.1 ppm of H2S are obtained the pond will be lowered to the level where the aeration system will circulate the entire pond (ie. all fluids from the bottom of the pond). If overtopping occurs at any time, the freeboard will be lowered to prevent a reoccurrence.
- 6. The spray evaporation system will be operated such that all spray remains within the confines of the pond berm. The spray system will be operated only when an attendant is on duty at the facility. An anemometer with automatic shutdown will be installed and utilized such that the spray system will not operate when winds, sustained or in gusts, cause windborn drift to leave the confines of the pond berm.
  - 7. All of the monitor wells for the evaporation pond will be inspected quarterly and records of such inspections will be made. Any wells with fluids will be sampled and analyzed for major cations and anions. Quarterly inspection records and chemical analyses will be submitted to the OCD Santa Fe and Aztec Offices by January 1, April 1, July 1, and October 1 of each year.

#### H2S PREVENTION & CONTINGENCY PLAN

- 1. All incoming loads of produced water will be tested for hydrogen sulfide (H2S) concentrations and the results recorded. Any loads with measurable H2S concentrations will be treated in a closed system. The treatment reaction will be driven to completion to eliminate all measurable H2S prior to disposal into the pond.
- 2. Daily tests will be conducted and records made of the pH in the pond. If the pH falls below 7.8 (more acidic), remedial steps will be taken immediately to raise the pH to 7.8.
- 3. Weekly tests will be conducted and records made of the dissolved sulfide concentration in the pond. If dissolved sulfides in the pond reach 15 ppm, the OCD will be notified immediately.
- 4. The aeration system will be operated to provide sufficient oxygen to the pond to maintain a residual oxygen concentration of 0.5 ppm one foot off the bottom of the pond. Tests will be conducted and records made to determine the dissolved oxygen levels in the pond according to the following procedure:
  - a. Tests will be conducted at least once per 24-hour period.
  - b. The sample for each test will be taken one foot from the bottom of the pond.
  - c. The location of each test will vary around the pond.
  - d. If any test shows a dissolved residual oxygen level of less than 0.5 ppm, immediate steps will be undertaken to oxygenate the pond and create a residual oxygen level to at least 0.5 ppm. Remedial measures may include adding chemicals or increased aeration.
  - e. The OCD Aztec Office will be notified immediately if any test shows a dissolved residual oxygen level of less than 0.5 ppm.
- 5. Tests of ambient H2S levels will be conducted and records made. Such tests will be made at varying locations around the berm of the pond. Tests will be conducted twice per day. The wind speed and direction will be recorded in conjunction with each test.
- 6. If an H2S reading of 0.1 ppm or greater is obtained:
  - a. A second reading will be taken on the down wind berm within one hour.

- b. The dissolved oxygen and dissolved sulfide levels of the pond will be tested immediately and the need for immediate treatment determined.
- c. Tests for H2S levels will be made at the fence line, downwind from the pond.
- 7. If two consecutive H2S readings of 0.1 ppm or greater are obtained:
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#### State Police County Sheriff County Fire Marshall

- b. The operator will initiate notification of all persons residing within one-half (1/2) mile of the fence line and assist public safety officials with evacuation as requested.
- 9. At least 600 pounds of treatment chemical will either be stored on-site or available at the facility within 12 hours. The frequency and volume of chemicals used to treat the pond will be determined by the actual measurements of H2S, dissolved sulfides, residual oxygen and pH.

#### POND CLOSURE AND LINING

- 1. SWWD will accept no fluids for disposal in the clay lined disposal pond after March 31, 1995. All existing water will be removed from the pond by September 1, 1995.
- 2. If the evaporation pond is to be used after September 1, 1995, the pond will be doublelined with leak detection in accordance with OCD guidelines. SWWD will submit engineering designs for OCD approval prior to any pond additions or modifications.

#### **RECORDS & REPORTING**

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- 5. The operator will file forms C-112, C-117-A, and C-120-A with the Aztec District Office as required by OCD Rules 1112, 1117, and 1120.
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ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION AZTEC DISTRICT OFFICE

BRUCE KING GOVERNOR ANITA LOCKWOOD CABINET SECRETARY 1000 RIO BRAZOS ROAD AZTEC, NEW MEXICO 87410 (505) 334-6178

#### **OCTOBER 19, 1994**

#### INFORMATION FOR CONTRACTORS SOUTHWEST WATER DISPOSAL PIT CLOSURE

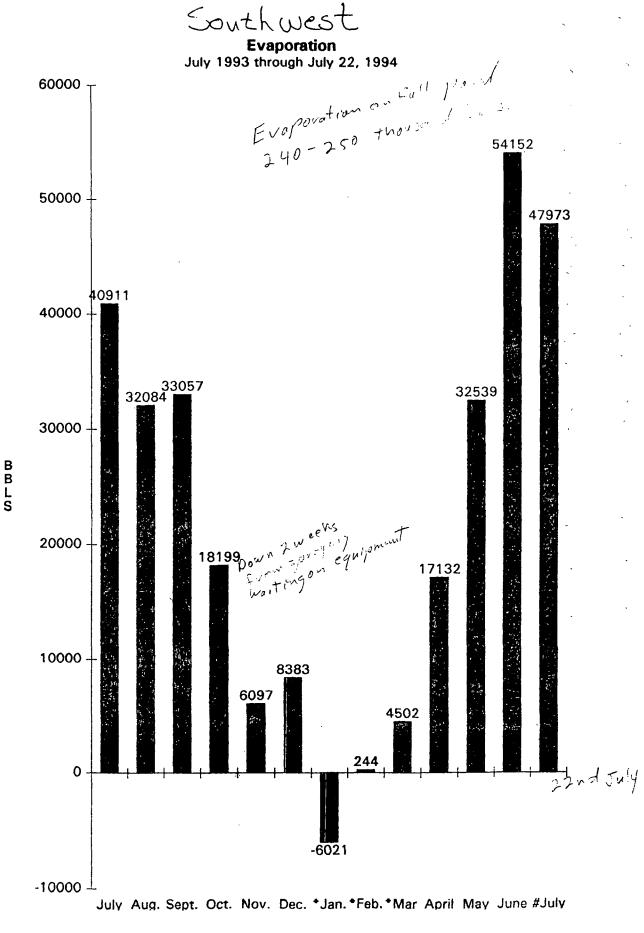
- I. Dispose of remaining water by trucking to a commercial disposal facility or by evaporating in place, the evaporation season extends from April thru October.
- **II.** There will be no soil and water testing of the pond residue unless we find evidence of other contamination.
- III. Mound the pond area to prevent rainwater run-on, enhance run-off and to divert drainage around the pond area.
- IV. An old covered skimmer pit is located at the Northeast corner of the evaporation pond. The contaminated soil may be mixed with fill and encapsulated in the pond fill to prevent migration. A twenty page pit assessment was done for Southwest Water Disposal and is available if you want to include this activity in your proposal.

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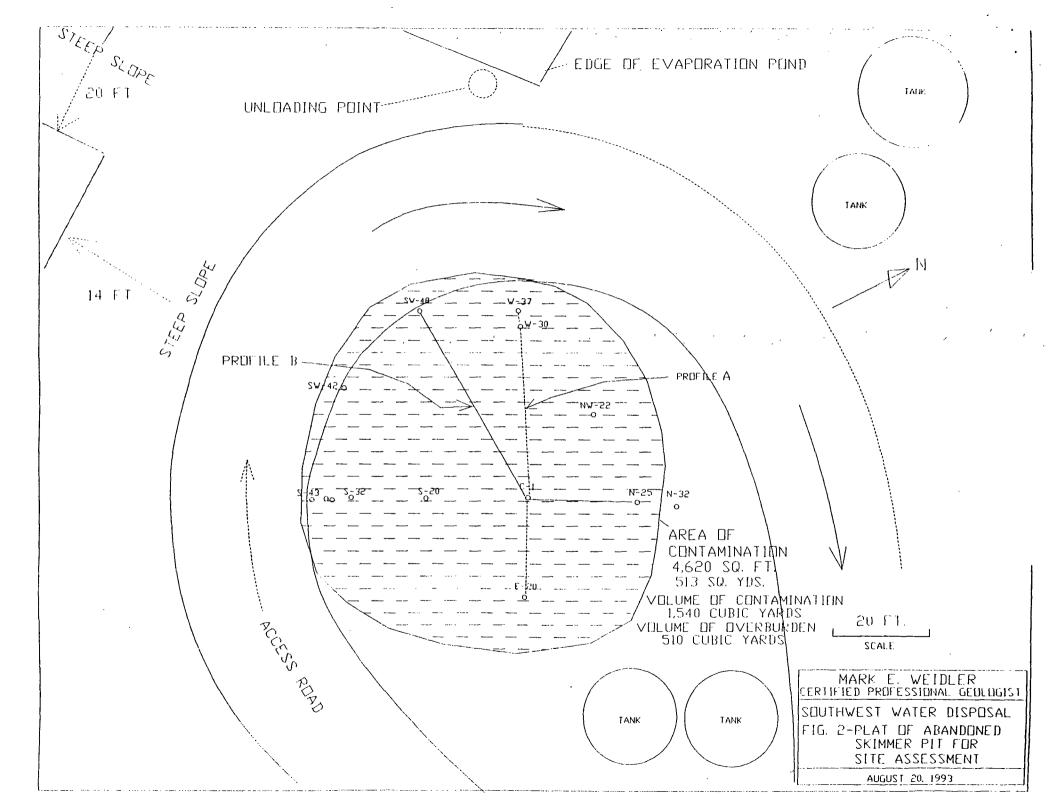
**Estimated costs during evaporation:** 

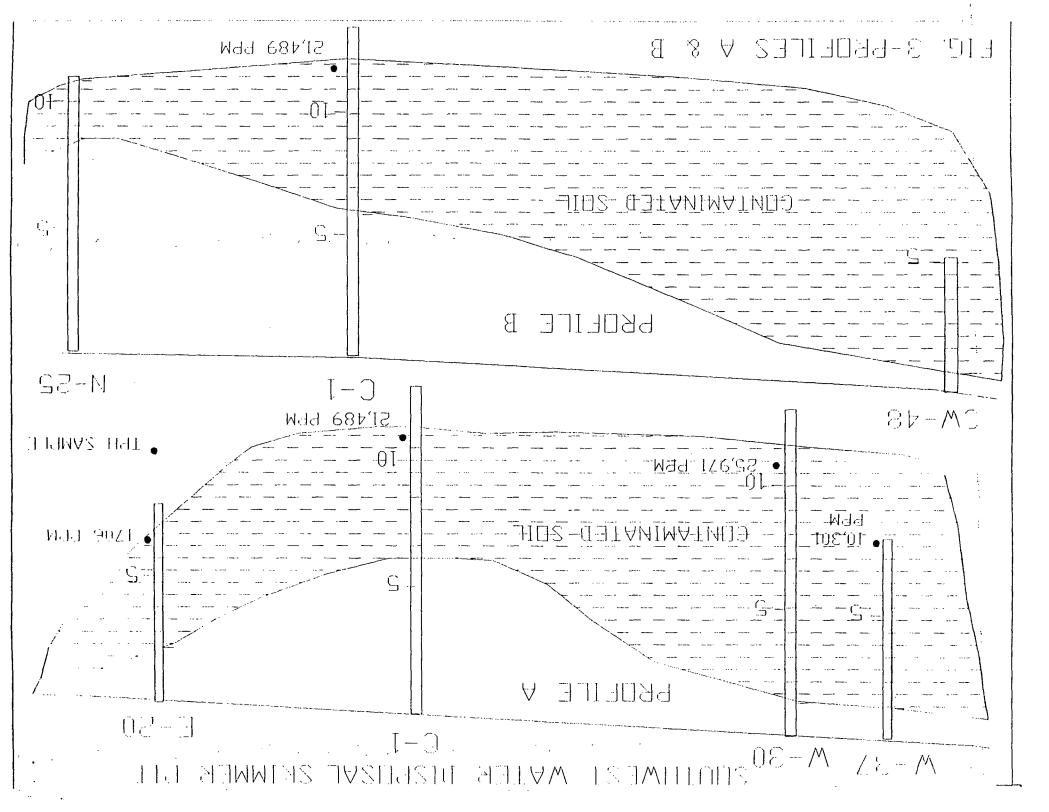
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STATE OF NEW MEXICO



#### ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION AZTEC DISTRICT OFFICE

BRUCE KING GOVERNOR ANITA LOCKWOOD CABINET SECRETARY 1000 RIO BRAZOS ROAD AZTEC, NEW MEXICO 87410 (505) 334-6178

#### **ACKNOWLEDGEMENT**

The Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department hereby acknowledges that the liquid removed from the Southwest Water Disposal, Inc., commercial facility in San Juan County, New Mexico by \_\_\_\_\_\_ (Company) is being removed at the request of the OCD in its effort to close the facility which was permitted by the OCD to prevent danger to the environment and the public health and safety. The liquid is not owned by the Company.

New Mexico Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department

Date:

STATE OF NEW MEXICO



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New Mexico Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department

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DRUG FREE

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New Mexico Oil Conservation Division New Mexico Energy, Minerals and Natural Resources Department

Date: \_\_\_\_\_

Contract No. 95-521.25-146

Oil and Waste in Tanks.

## STATE OF NEW MEXICO

#### **PROFESSIONAL SERVICES AGREEMENT**

#### BETWEEN THE

### ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

#### AND

#### TIERRA ENVIRONMENTAL CORPORATION

THIS AGREEMENT is made and entered into by and between New Mexico Energy, Minerals and Natural Resources Department or its successor agency (EMNRD) and Tierra Environmental Corporation (Contractor).

## IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. Scope of Work: Contractor shall:

A. Provide professional services when requested by EMNRD in order to protect the public health from potentially harmful emissions of hydrogen sulfide gas  $(H_2S)$  during the term of this Agreement. Contractor shall perform the work necessary to supervise, maintain and operate the equipment necessary for continued evaporation and  $H_2S$  abatement at the Southwest Water Disposal (SWD) facility located in the SE/4 of the SW/4 Section 32, Township 30 North, Range 9 West, NMPM, San Juan County, New Mexico (Facility) until closure and design and implement the closure of the Facility.

B. Maintain maximum safe fluid evaporation rates at the Facility.

C. Comply as an operator with the Contingency Plan for H<sub>2</sub>S monitoring

requirements and emergency procedures, attached hereto as "Exhibit A."

D. The work performed by Contractor will be under the supervision of an EMNRD representative. Contractor's Work Plan, attached as "Exhibit B" hereto, shall be followed by Contractor unless ordered otherwise by the OCD representative. EMNRD shall have sole authority to approve any changes to the Scope of Work or any purchases of supplies, equipment or materials required to protect the public health and the environment, including those set forth in Paragraph 2.A.(2), below.

E. Contractor agrees to commence services to protect the public health from potentially harmful emissions of  $H_2S$  at the Facility within six (6) hours of notification by EMNRD.

### 2. <u>Compensation</u>:

A. EMNRD shall pay Contractor for services rendered and make reimbursement set forth in Paragraph 2.A.(2), below, up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000), which shall include New Mexico Gross Receipts taxes. Payment of that total amount shall not relieve Contractor of any unperformed obligations under Paragraph 1. Approximately \$84,000 will be paid to Contractor upon submission of bill statements pertaining to the closure of the Facility with the remainder being paid pursuant to Paragraphs 2.A.(1) and (2) below. Exhibit "C", attached hereto, sets forth the planned costs of closure and of operation.

(1) Payment for professional services shall be at a rate of Three Thousand Four Hundred Dollars (\$3,400.00) per week, paid on a monthly basis.

(2) In order to keep the Facility operating during the term of this

Agreement, and in addition to the payment for professional services, EMNRD will reimburse Contractor for the following subject to receipt of the required documentation pursuant to Paragraph 2.C. below:

(a) cost for electricity to operate the Facility;

(b) cost for the chemicals required to prevent emissions of  $H_2S$ 

at the Facility;

(c) cost for diesel fuel required to operate the Facility; and

(d) costs for necessary repair and maintenance, labor and parts,

to the Facility.

B. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. All payments under this Agreement shall be made by EMNRD upon receipt of detailed and certified statements evidencing to the satisfaction of EMNRD the propriety of each payment.

3. <u>Term</u>: This Agreement shall not become effective until approved by the Department of Finance and Administration. This Agreement shall expire on November 30, 1995, unless earlier terminated pursuant to Paragraph 4, <u>below</u>.

4. <u>Termination</u>: This Agreement may be terminated by Contractor upon written notice delivered to EMNRD at least sixty (60) days prior to the intended date of termination. This Agreement may be terminated by EMNRD upon written notice delivered to Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the

date of termination.

5. <u>Status of Contractor</u>: Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

6. <u>Assignment</u>: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

7. **Subcontracting**: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

8. <u>Records and Audit</u>: Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall permit any authorized representative of EMNRD, DFA and the New Mexico State Auditor to inspect and audit all data and records of Contractor relating to performance under this Agreement for three (3) years after final payment has been made. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit are for records which relate to litigation or settlement of claims arising out of

performance of this Agreement.

9. <u>Appropriations</u>: The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation is not granted, this Agreement shall terminate upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding and accepted by Contractor.

10. <u>Release</u>: Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

11. **Confidentiality**: Pursuant to Section 71-2-8, NMSA 1978 all confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without prior written approval from EMNRD.

12. **Product of Services: Copyright**: All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor.

13. Conflict of Interest: Contractor warrants that it presently has no interest in

and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

14. <u>Amendment</u>: This Agreement shall not be changed or amended except by written instrument executed by the parties.

15. <u>Waiver</u>: No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

16. <u>Scope of Agreement</u>: This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

17. **Compliance with Funding Source Conditions**: Contractor shall comply with all applicable state statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

18. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed

under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct those deficiencies.

19. <u>Procurement, Utilization and Disposition of Property</u>: If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as directed by EMNRD. Reports of property acquired shall be made to EMNRD within one (1) month following such acquisition.

20. <u>Minimum Wage Rate</u>: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Labor and Industrial Commission, and with all other applicable requirements of that Commission, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

21. <u>Hold Harmless Agreement</u>: Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, Sections 41-4-1, et seg, NMSA 1978.

#### 22. Duty to Insure:

A. During the term of this Agreement and any amendment hereto, Contractor shall maintain in force a policy or policies of insurance providing:

(1) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, Sections 52-1-1 <u>et seq.</u>,
 NMSA 1978, if applicable.

(2) Comprehensive public liability protection covering property damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in Section 41-4-19, NMSA 1978 as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. Contractor shall notify EMNRD within ten (10) days after cancellation or expiration of any required Workers' Compensation or public liability insurance coverage.

23. <u>Attorney's Fees and Costs</u>: Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from Contractor reasonable attorney's fees and costs in connection with litigation brought to obtain such judicial determination.

24. <u>Criminal and Civil Liability</u>: The New Mexico Procurement Code, Sections 13-1-28 through 199, NMSA 1978 imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

25. <u>Applicable Law</u>: This Agreement shall be governed by the Laws of the State of New Mexico.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

## STATE OF NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

Bv:

Title: \_ Date:.

## TIERRA ENVIRONMENTAL CORPORATION

By:

Title: <u>Vice-Tres</u>

Date: 12-1-94

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

## STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

I.D. N	o.: 02-201279 00 6	-
Bv:	P.McElin	_
Date:	11/20/194	-
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This Agreement has been approved by the New Mexico Attorney General.

# NEW MEXICO ATTORNEY GENERAL By: Un Alled for the Atorney Peneral Title: \_\_\_\_\_\_ Date: 29 November 1994

#### THIS AGREEMENT IS HEREBY APPROVED BY:

STATE OF NEW MEXICO DEPARIMENT OF FINANCE AND ADMINISTRATION

By: 0  $\square$ Title: \_\_\_\_\_State Contracts Offici Date: 12-1-54

#### Exhibit A

OCD requires all commercial and centralized disposal facilities to comply with a Hydrogen Sulfide ( $H_2S$ ) Prevention and Contingency Plan. The Contingency Plan includes the following conditions:

- A. Daily tests must be conducted and records made of the pH in the pond. If the pH falls below 8.0, remedial steps will be taken immediately to raise the pH to 8.0.
- B. Weekly tests must be conducted and records made of the dissolved sulfide concentration in the pond.
- C. Dissolved oxygen monitoring of all commercial and centralized ponds must be conducted a minimum of twice daily that includes measurements of the dissolved oxygen one foot off the bottom of the pond. Tests must be conducted and records made to determine the dissolved oxygen levels in the pond according to the following procedure:
  - 1. Tests must be conducted at the beginning and end of each day; or at least twice every twenty-four hour period.
  - 2. The sample for each test must be taken one foot from the bottom of the pond.
  - 3. The location of each test must vary around the pond.
  - 4. If any test shows a dissolved residual oxygen level of less than 0.5 parts per million (ppm), immediate steps must be taken to oxygenate the pond and create a residual oxygen level to at least 0.5 ppm. Remedial measures may include adding chemicals or increased aeration.
- D. Tests of ambient H<sub>2</sub>S levels must be conducted and records made. Such tests are to be made at varying locations around the berm of the pond and around the perimeter of the facility. Tests must be conducted twice per day. The wind speed and direction are to be recorded in conjunction with each test.
- E. If an  $H_2S$  reading of 0.1 ppm or greater is obtained:
  - 1. A second reading is to be taken on the down wind berm within one hour;
  - 2. The dissolved oxygen and dissolved sulfide levels of the pond shall be tested immediately and the need for immediate treatment will be

determined;

- 3. Tests for  $H_2S$  levels are to be made at the fence line, downwind from the pond.
- F. If two consecutive  $H_2S$  readings of 0.1 ppm or greater are obtained:
  - 1. The operator will notify the OCD Aztec office immediately;
  - 2. The operator will commence hourly monitoring on a 24-hour basis;
  - 3. The operator will obtain daily analysis of dissolved sulfides in the ponds.
- G. If an  $H_2S$  reading of 10.0 ppm or greater at the facility fence line is obtained:
  - 1. The operator will immediately notify the OCD and the following public safety agencies:

State Police County Sheriff

 The operator will initiate notification of all persons residing within one-half (½) mile of the fence line and assist public safety personnel with evacuation as requested.

## Southwest Disposal Facility Closure Work Plan

## A. Scope of Work

The project will consist of closing the evaporation pond by moving the earthen dikes to fill the pond area. The former pond area will slope to drain any surface water off the site. Facilities, tanks, equipment, etc. will be moved to a staging area on the northeast corner of the property and left to others for disposal. Equipment will be handled with consideration for salvage value, however, Tierra Environmental Corporation (TEC) will not be held responsible for any damage to equipment during the removal process. Farmington Electric Utility Service property will be removed by the utility. Remediation of the previously closed skimmer pit is not included in the base bid, and is not recommended. No additional fill dirt is needed to fill the evaporation pond area, therefore the skimmer pit should not be disturbed.

## B. Operation

- B.1 Water Removal The facility will be operated by TEC until the liquid has essentially evaporated. This is the most economical and practical method of water disposal prior to closure of this facility. Evaporation, treatment, and trucking for disposal elsewhere were also evaluated and rejected.
- B.2 Schedule Evaporation rates are based on data from Southwest Disposal provided by the NMOCD. This data indicates that the evaporation should be essentially complete in about eight (8) months, by August 1, 1995.
- B.3 Method of Operation The facility will be operated as it has been during the interval between the discontinuation of commercial operations and the award of the final closure. The same staffing, equipment, chemical treatment etc. will be used. In the months of December, January and February, operations will be abbreviated.
  - B.3.a During the months of December, January and February, the facility will not operate circulation or aeration equipment, nor will the facility by staffed on a 24 hour basis. During these months, water will be circulated in short intervals for the sole purpose of mixing chemical to avoid development of  $H_2S$  and any other odorous gases. This has not been done in the past. There was no water circulation during the winter months and the water turned black and odorous. Chemical circulation is essential during the winter to avoid safety hazards and complaints from the public. The facility will be manned eight hours/day, seven days/week for security and for removal of liquid by participating producers.

- B.3.b During the months of March through July (when evaporation should be complete) the facility will be operated around the clock. Full circulation and aeration capacity will be used to allow maximum evaporation. Employees will work eight hour shifts. There will be four full time employees. One employee will be present at all times, with a supervisor on site from 8:00 a.m. to 5:00 p.m. weekdays and other times as needed.
- C. Safety All  $H_2S$  monitoring requirements will be met as per the specifications.
- D. Final Closure of Facility Final closure will take place one (1) month after the water level is determined to be one (1) foot or less from the bottom of the pond.
  - D.1 Final closure of the facility will begin September 1, 1995.
  - D.2 Schedule -

Preliminary work to begin August 1, 1995:

Remove all piping for circulation and aeration in and around pond and place on northeast corner of property.

Disconnect electrical service to equipment.

Disconnect and move pumping equipment, air compressor and building to northeast corner of property.

Move waste oil tanks and old oil heater to northeast corner of property. (Waste oil to be removed by others)

City of Farmington to remove electrical equipment and utility poles.

Final Closure to begin September 1, 1995

Begin dirt work - remove any contaminated surface soil from the site and place it in pond area.

Move soil from dikes to center of pond beginning at grade on north end of pond, moving to grade at south end of pond, mounding soil to allow runoff of surface water to the south, east and west.

Cut monitor well casings to grade and fill with clay material from dikes.

Complete project October 1, 1995

#### Please Note:

If water hauling, extremely warm weather, or any other circumstances cause the water in the impoundment to be reduced more quickly than anticipated, construction to close the facility will begin one month after Tierra has determined that the water level is one foot or less from the bottom of the pond. If evaporation time is shortened, the price of operating the facility will be adjusted by \$3,400 per week. In addition, chemical and electrical charges will be billed only on a usage basis. If evaporation time is longer than estimated, through no fault of Tierra, additional billing will be at \$3,400 per week plus chemicals and electricity.

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# Southwest Disposal Final Closure

Labor Rate - \$15/hr. Winch Truck Rental - \$48.68/hr.	
Dismantle Piping, Sprinkler System 3 Laborers, 24 hrs. ea., Winch Truck 24 hrs. (inc. transport)	\$2,248
Disconnect Electrical Service 1 Electrician, 4 hrs. @ \$43.50/hr.	175
Equipment Removal, Building Dismantle 3 Laborers, 16 hrs. ea., Winch Truck 24 hrs. (inc. transport)	1888
Tank and Oil Heater Removal 3 Laborers, 24 hrs. ea., Winch Truck 36 hrs. (inc. transport)	2832
Remove Electrical Equipment, Wiring and Poles No charge, done by Utility System	
Dirtwork, approximately 25,000 yd <sup>3</sup> .	62,500
Project Management 60 hrs. @ \$58/hr.	3,480
Reporting and Administration	2,000
Overhead and Profit	8.827
Total	\$83,950

# Southwest Disposal Operation Through July 31, 1995

Staffing - 24 hr./day operation, March through July, \$3400/wk.	
8 hr./day operation, December through February, \$1133/wk.	
8 hr./day operation, August, 1995, \$1133/wk.	\$93,879
Chemical Treatment - Average 0.5 can per day @ \$185/can	22,478
Electrical Power Cost - Minimal Usage December through February	28,062
Fuel - 200 gals./month	1,440
Utilities - Phone, propane, toilets	2,000
Operation and Maintenance of Equipment	3,000
Equipment Rental	8,000
Management, Administration and Overhead	<u>_8.000</u>
Total	\$166,859

Total Price to Close Facility \$250,809



ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION AZTEC DISTRICT OFFICE

BRUCE KING GOVERNOR ANITA LOCKWOOD CABINET SECRETARY 1000 RIO BRAZOS ROAD AZTEC, NEW MEXICO 87410 (505) 334-6178

**OCTOBER 19, 1994** 

## INFORMATION FOR CONTRACTORS SOUTHWEST WATER DISPOSAL PIT CLOSURE

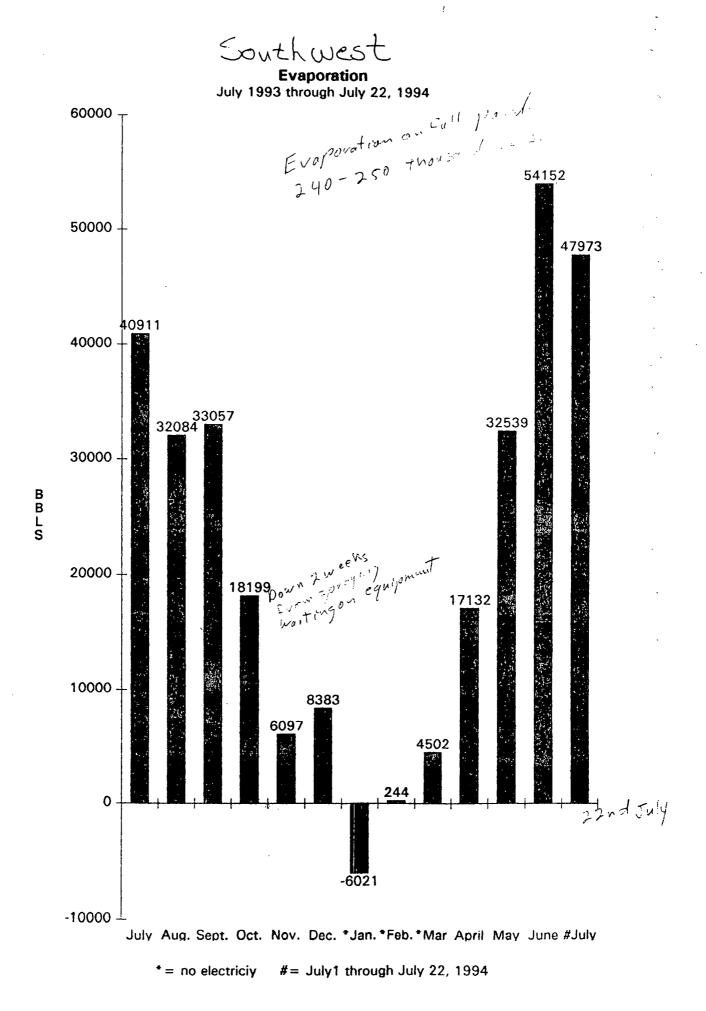
- I. Dispose of remaining water by trucking to a commercial disposal facility or by evaporating in place, the evaporation season extends from April thru October.
- **II.** There will be no soil and water testing of the pond residue unless we find evidence of other contamination.
- III. Mound the pond area to prevent rainwater run-on, enhance run-off and to divert drainage around the pond area.
- IV. An old covered skimmer pit is located at the Northeast corner of the evaporation pond. The contaminated soil may be mixed with fill and encapsulated in the pond fill to prevent migration. A twenty page pit assessment was done for Southwest Water Disposal and is available if you want to include this activity in your proposal.

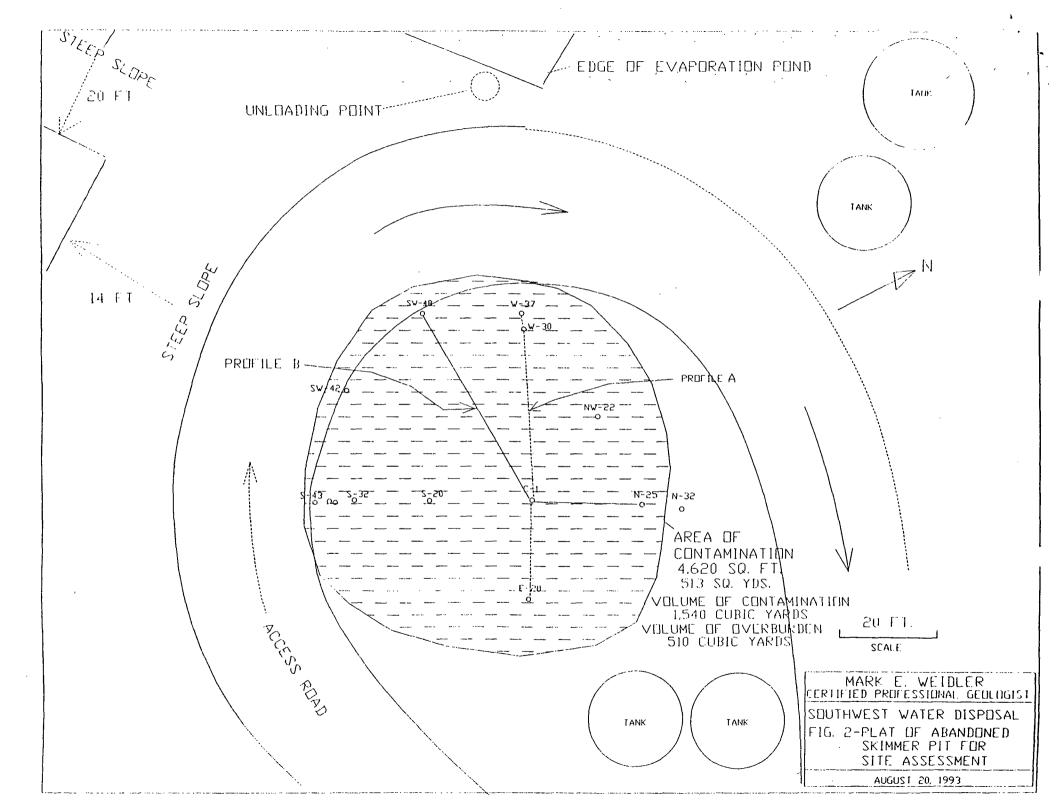
Other proposed methods for water disposition and pond closure will be reviewed.

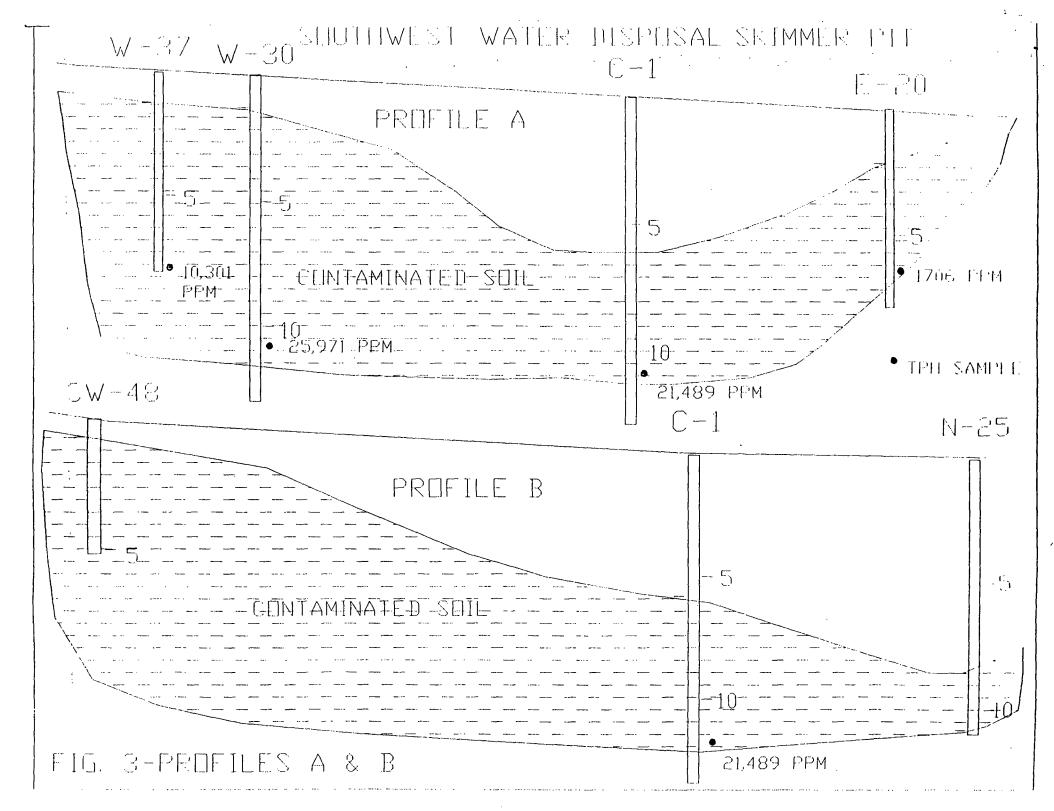
Estimated costs during evaporation:

Electricity: \$5,000.00-5,500.00 per month Chemical: \$95.00 per day Fuel for compressor: 200 gallons of diesel per month Pump: May need to be changed out due to volume and lift.

**Attachments: Seven pages** 







## ATTACHMENT TO OCD 711 PERMIT APPROVAL SOUTHWEST WATER DISPOSAL COMMERCIAL SURFACE DISPOSAL FACILITY (July 15, 1993)

#### POND OPERATIONS

- 1. Disposal will only occur when an attendant is on duty. The facility will be secured when no attendant is present.
- 2. No produced water will be received at the facility unless the transporter has a valid Form C-133 (Authorization to Move Produced Water) on file with the Division.
- 3. All produced water will be unloaded into tanks and the oil removed prior to disposal into the pond. Oil recovered will be stored in closed storage tanks or drums and then transferred to an OCD approved oil reclamation facility. Per Division General Rule 310, oil shall not be stored or retained in earthen reservoirs or in open receptacles. Any oil which is accidentally discharged into the pond will be removed within twenty-four (24) hours.
- 4. All above ground tanks containing fluids other than fresh water will be bermed to contain a volume one-third more than the largest tank or all interconnected tanks. All berms at the facility will be maintained in such a manner to prevent erosion. Berms will be inspected weekly and after any precipitation of consequence, and required maintenance will be performed immediately to maintain integrity of the berms.
- 5. The pond will have a minimum freeboard of eighteen (18) inches. If two consecutive readings of 0.1 ppm of H2S are obtained the pond will be lowered to the level where the aeration system will circulate the entire pond (ie. all fluids from the bottom of the pond). If overtopping occurs at any time, the freeboard will be lowered to prevent a reoccurrence.
- 6. The spray evaporation system will be operated such that all spray remains within the confines of the pond berm. The spray system will be operated only when an attendant is on duty at the facility. An anemometer with automatic shutdown will be installed and utilized such that the spray system will not operate when winds, sustained or in gusts, cause windborn drift to leave the confines of the pond berm.
  - 7. All of the monitor wells for the evaporation pond will be inspected quarterly and records of such inspections will be made. Any wells with fluids will be sampled and analyzed for major cations and anions. Quarterly inspection records and chemical analyses will be submitted to the OCD Santa Fe and Aztec Offices by January 1, April 1, July 1, and October 1 of each year.

SWWD Approval July 15, 1993 Page 2

#### H2S PREVENTION & CONTINGENCY PLAN

- 1. All incoming loads of produced water will be tested for hydrogen sulfide (H2S) concentrations and the results recorded. Any loads with measurable H2S concentrations will be treated in a closed system. The treatment reaction will be driven to completion to eliminate all measurable H2S prior to disposal into the pond.
- 2. Daily tests will be conducted and records made of the pH in the pond. If the pH falls below 7.8 (more acidic), remedial steps will be taken immediately to raise the pH to 7.8.
- 3. Weekly tests will be conducted and records made of the dissolved sulfide concentration in the pond. If dissolved sulfides in the pond reach 15 ppm, the OCD will be notified immediately.
- 4. The aeration system will be operated to provide sufficient oxygen to the pond to maintain a residual oxygen concentration of 0.5 ppm one foot off the bottom of the pond. Tests will be conducted and records made to determine the dissolved oxygen levels in the pond according to the following procedure:
  - a. Tests will be conducted at least once per 24-hour period.
  - b. The sample for each test will be taken one foot from the bottom of the pond.
  - c. The location of each test will vary around the pond.
  - d. If any test shows a dissolved residual oxygen level of less than 0.5 ppm, immediate steps will be undertaken to oxygenate the pond and create a residual oxygen level to at least 0.5 ppm. Remedial measures may include adding chemicals or increased aeration.
  - e. The OCD Aztec Office will be notified immediately if any test shows a dissolved residual oxygen level of less than 0.5 ppm.
- 5. Tests of ambient H2S levels will be conducted and records made. Such tests will be made at varying locations around the berm of the pond. Tests will be conducted twice per day. The wind speed and direction will be recorded in conjunction with each test.
- 6. If an H2S reading of 0.1 ppm or greater is obtained:
  - a. A second reading will be taken on the down wind berm within one hour.

## SWWD Approval July 15, 1993 Page 3

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- b. The dissolved oxygen and dissolved sulfide levels of the pond will be tested immediately and the need for immediate treatment determined.
- c. Tests for H2S levels will be made at the fence line, downwind from the pond.
- 7. If two consecutive H2S readings of 0.1 ppm or greater are obtained:
  - a. The operator will notify the OCD Aztec Office immediately.
  - b. The operator will commence hourly monitoring on a 24-hour basis.
  - c. The operator will obtain daily analysis of dissolved sulfides in the pond.
- 8. If an H2S reading of 10.0 ppm or greater at the facility fence line is obtained:
  - a. The operator will immediately notify the OCD and the following public safety agencies.

State Police County Sheriff County Fire Marshall

- b. The operator will initiate notification of all persons residing within one-half (1/2) mile of the fence line and assist public safety officials with evacuation as requested.
- 9. At least 600 pounds of treatment chemical will either be stored on-site or available at the facility within 12 hours. The frequency and volume of chemicals used to treat the pond will be determined by the actual measurements of H2S, dissolved sulfides, residual oxygen and pH.

## POND CLOSURE AND LINING

- 1. SWWD will accept no fluids for disposal in the clay lined disposal pond after March 31, 1995. All existing water will be removed from the pond by September 1, 1995.
- 2. If the evaporation pond is to be used after September 1, 1995, the pond will be doublelined with leak detection in accordance with OCD guidelines. SWWD will submit engineering designs for OCD approval prior to any pond additions or modifications.

SWWD Approval July 15, 1993 Page 4

#### RECORDS & REPORTING

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- 1. The operator will keep and make available for inspection all H2S monitoring and treatment records. Such records will be maintained for a period of two years from the date of reading.
- 2. Zero H2S readings do not need to be reported to the OCD. If H2S is observed at any time, the OCD may require submittal of all subsequent H2S readings.
- 3. The operator will keep and make available for inspection all monitor well inspection and sampling records. Such records will be maintained for a period of two years from the date of reading.
- 4. The operator will keep and make available for inspection records for each calendar month on the generator, source, location, volume and type of waste, analysis for hazardous constituents (if required), date of disposal, and hauling company that disposes of fluids or material in the facility. Such records will be maintained for a period of two (2) years from the date of disposal.
- 5. The operator will file forms C-112, C-117-A, and C-120-A with the Aztec District Office as required by OCD Rules 1112, 1117, and 1120.
- 6. The OCD will be notified of any break, spill, blow out, or fire or any other circumstance that could constitute a hazard or contamination in accordance with OCD Rule 116.

## FACILITY CLOSURE

- 1. The OCD will be notified when operation of the facility is discontinued for a period in excess of six months or when the facility is to be dismantled.
- 2. When the facility is to be closed, no new material will be accepted. The operator will provide for removal of all fluids and/or wastes, closure of all pits and ponds, and cleanup of any contaminated soils and/or waters pursuant to a previously approved OCD closure plan. The area will be reseeded with natural grasses and allowed to return to its natural state.
- 3. Closure and waste disposal will be in accordance with the statutes, rules and regulations in effect at the time of closure.

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TIERRA ENVIRONMENTAL CORPORATION P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

> Invoice No. 417 November 29, 1994 Project No. 94066

## ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 SOUTH PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Ending November 23, 1994

## **OCD - SOUTHWEST DISPOSAL**

PER CONTRACT 2 WEEKS @ \$ 3,394	\$ 6,789.58						
ADDITIONAL CHARGES:							
KMnO4 4 Drums @ \$ 185.00 EA	KMnO4 4 Drums @ \$ 185.00 EA.						
C & L Irrigation Inc.		8.22					
Ikard & Newsom		4.07					
Construction Supply Co.	DECEIVED	8.86					
Graves Oil & Butane Co.	0 DEC - 2 1994 9	107.06					
England Sales Service Co.	ONIL COIN. DIV. DIST. 3	53.80					
Arrow Gas Company		25.89					

(Copies of Invoices attached for above charges)

TOTAL

\$7,737.48

TIERRA ENVIRONMENTAL CORP. 909 West Apacho Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471

CUSTOMER'S	ORDER NO.	DEPT.			DATI		 ,
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YO	UR SALE NO.		GA	LLON READING-F	INISH		
P.O. Box 217 826 Highway 550 Flora Vista, NM 87415 (505) 334-7505 Kirtland, NM (505) 598-0620							
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SEE BACK FOR IMPORTANT SAFETY INFORMATION

AZTEC, N.M. 87410 THIS TICKET COPY MUST ACCOMPANY ALL RETURNED GOODS. ANY MATERIAL 600 Aztec Blvd. NE / P.O. Box 1840 CONSTRUCTION (505) 334-6118 RETURNED IS SUBJECT TO A RETURN CHARGE. THANK YOU. SUPPLY BLOOMFIELD, N.M. 87413 912 Broadway / P.O. Box 970 No. 102519 - A (505) 632-3369 CO FARMINGTON, N.M. 87499 716 East Main St. / P.O. Box 1080 (505) 325-2871 . SOLD TO \_\_\_ DELIVERED BY DATE MAIL ADDRESS CUSTOMER'S SALESMAN ' ORDER NO. DELIVER TO \_ Ŀ. TERMS: NET AT 2 6 . ÷ ... 1 . . -۰. 4. - 23 . . . . . · · · · · : ۰, .  $\Sigma$ 27.2 67.22  $\mathcal{D}_{i}$ . . . (32). . \*\*5 f in the Star Pick 之后 何日二 ÷ 200 4 -dusi ÷. 1.1 Ľ, 이 방송 같은 S ... . ٠. 15 · · · A 1... ··· .- .' a, . . in a 53 TOTAL 35 TAX TOTAL AMOUNT · . # ' BY 18 ta 14 1.1 PLEASE PRINT YOUR NAME 5 2 12 X.1.1 . .... . . . . .

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TOTAL FEDERAL EXCISE TAX			SALES TAX	0.06
TOTAL STATE ROAD TAX	18,00		TOTAL DUE	107.06

FINANCE CHARGE Total amount due 10 days from above date. All accounts past due are subject to future service on a C.O.D. basis. All amounts unpaid after 30 days will have a finance charge of 11/% per month (18% annual) added to the past due balance.

Subject to correction of clerical errors.

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INVOICE NO.

INVOICE



#### **INDUSTRIAL - OIL FIELD - WATERWORKS** 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

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\$64, 18

**\$2.88** 

13.32

CASH2

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1	l	9	35-717-005	1/2 PT 717 CEMENT

CASH2

Verbal Approven - D. Jourst

TERMS: NET 30 DAYS FROM DATE OF INVOICE. A SERVICE CHARGE OF 1-1/2% PER MONTH (18% ANNUAL) WILL BE ADDED TO ALL PAST DUE ACCOUNTS. ALL SALES ARE MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF.

170.38

AUTHORIZED SIGNATURE:

Thank You

ORIGINAL COPY

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**INVOICE** 



#### **INDUSTRIAL - OIL FIELD - WATERWORKS** 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

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24-417-080 1-Ø i1

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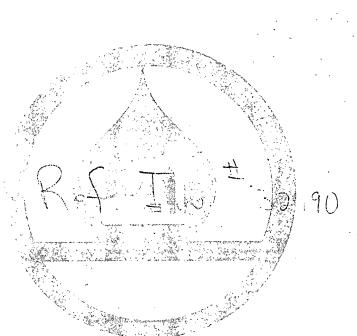
SHIP TO:

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ALL SALES ARE MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE FACE AND REVERSE SIDE HEREOF.

Thank You

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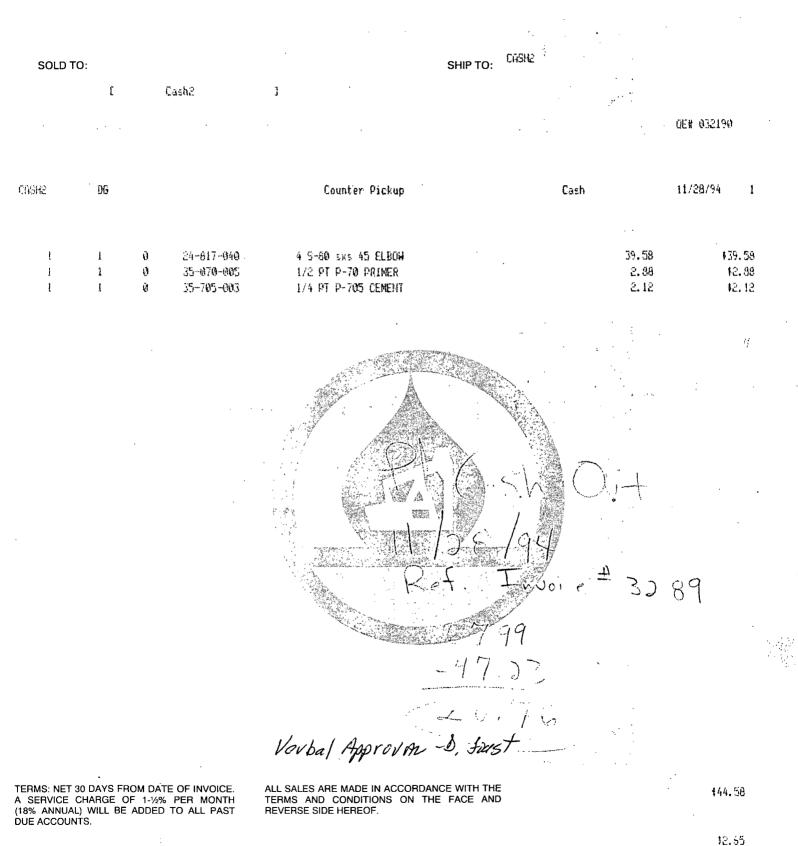
INVOICE NO.

INVOICE



#### **INDUSTRIAL - OIL FIELD - WATERWORKS** 2600 West Main Farmington, N.M. 87401 Ph. 505-325-7568

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Thank You

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cepted by	the undersigned. TAX	cepted by the undersigned.
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	ALL claims and returned goods MUST be accompanied by this bill.	ALL claims and returned goods MUST be accompanied by this bill.
	HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD	HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD

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TIERRA ENVIRONMENTAL CORPORATION P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

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Invoice No. 422 November 30, 1994 Project No. 94066

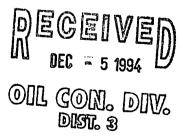
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## ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 SOUTH PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Ending November 30	, 1994

## **OCD - SOUTHWEST DISPOSAL**

TOTAL	\$ 8,041.29
(Copies of Invoices attached for above charges)	
Arrow Gas Company	6.47
City of Farmington	4,640.03
ADDITIONAL CHARGES:	
PER CONTRACT 1 WEEK @ \$ 3,394.79	\$ 3,394.79



Terms: Net Due 30 Days After Receipt.

### MAKE CHECKS PAYABLE TO

CITY of FARMINGTON PO BOX 4100 FARMINGTON, NM 87499-4100 Phone (505) 599-1353

2040 S PACHECO

ATTN ROGER ANDERSON SANTA FE, NM 87505

ENERGY, MINERALS, & NATURAL RE

1852



may be subject to 1.25% late fee.								
BILLING DATE	DUE DATE	ENTER AMOUNT PAID						
11-28-94	12-12-94							
ACCOUNT NU	MBER	68977-6	1488					
PREVIOUS B	\$4,80	9.72						
CURRENT CH	ARGES	\$4,64	0.03					
TOTAL AMOU	NT NOW DUE	\$9,44	9.75					

paid by due date

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ase write your account number on your check, detach i CUSTOMER NAME		ELOCATION	ACC	OUNT NUMBER	DUE DAT	
ERGY, MINERALS, & NATURAL RE 3	61 ROAD 4599		6897	68977-61488		
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FARMINGTON						
Please have residential trash at curbside by 7:00 a.m.						
		3	TOTAL CURRENT	CHARGES	\$4,640.03	
		Past Due A	mount (Previou	s Balance)	\$4,809.72 <sup>.</sup>	
· · ·			Total Amo	unt Due	\$9,449.75	
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	he undersigned.	<u> </u>	<u> </u>	· . · · ·		TAX		21
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	<u>.</u>		ALL claims an	d returned go	ods MUST		nied by this bill.	

HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD

7470 TIERRA ENVIRONMENTAL CORP. 909 West Apache Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471 CUSTOMER'S ORDER NO. DEPT. DATE Southwestwater Disnosa 11-14-94 NAME onoco WC. ADDRESS Conoco Truck # 4253 SOLD BY Ç.O.D. CASH CHARGE ON ACCT. MDSE RETD. PAID OUT . . . . QUAN DESCRIPTION AMOUNT PRICE TOBR Impondme nte 2 3 4 5 6 7 8 9 10 DECEIVED 11 12 DEC - 2 1994 13 14 OIL CON. DIV. 15 DIST. 3 16 17 18 REC'D BY REDIFORM **KEEP THIS SLIP** 5L350/01350 FOR REFERENCE

7471 7472 TIERRA ENVIRONMENTAL CORP. TIERRA ENVIRONMENTAL CORP. 909 West Apache 909 West Apache Farmington, NM 87401 Farmington, NM 87401 Off: (505) 325-0924 Off: (505) 325-0924 Fax: (505) 327-1471 327-1471 DATE DEPT. CUSTOMER'S ORDER NO. CUSTOMER'S ORDER NO. DEPT. DATE 11-17-8 Sarthwest Disp. '|-18-94 NAME NAME SUDA oword ADDRESS 2. · sold and the system ADDRESS 1. 20 Conoco Truck # 4520 Sinco en se ante a la companya de la comp Na companya de la comp CHARGE ON ACCT. MDSE RETD. PAID OUT C.O.D. CHARGE CASH PAID OUT SOLD BY CASH. C.O.D. ON ACCT. MDSE RETD. 2 (Ca) DESCRIPTION AND AND AND PRICE AMOUNT QUAN. 1 60 Importedmen 160 BBL unter 12:30 2 3 4 5 6 7 8 9 10 10 11 11 12 12 13 13 14 14 15 15 16 16 17 17 TH THE 160 BAI 18 18 REC'D BY REC'D BY 4520 4520 REDIFORM **KEEP THIS SLIP** REDIFORM **KEEP THIS SLIP** 5L350/01350 5L350/01350 FOR REFERENCE FOR REFERENCE

	909 V Farm Off:	RRA ENVIRONMENT West Apache hington, NM 87401 (505) 325-0924 (505) 327-1471	TAL CORP.	7474			909 V Farm Off:	RRA ENVIRONME West Apache aington, NM 87401 (505) 325-0924 (505) 327-1471	NTAL CORP.	7473
	er's order no. Achwood s which y	Inchol	DATE 11- 3544	25-94	N	USTOMER'S AME DDRES	ORDER NO.	DEPT.	DATE	_
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DATE: 1110 - 94FOND LEVEL 07:00 AM: 113 114NUMBER OF LOADS LEAVING: 0 VOLUME: 112S READING 07:00 AM: 0 07:00 PM: dDISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 BARREL TYPE: KMNOY DAILY COST: 72.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DEC - 2 1994 OIL CON. DIV. DIST. 3

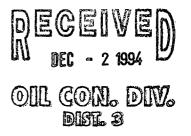
DATE: 11-11-94 POND LEVEL 07:00 AM: 113 NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: ---

AMOUNT OF CHEMICAL USED: 1/2 barrel TYPE: 1/2 DAILY COST: 92.

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



DATE: 11-13-94 POND LEVEL 07:00 AM: NA NUMBER OF LOADS LEAVING  $\cdot$   $\mathcal{O}$ **VOLUME:** HI2S READING 07:00 AM: C 07:00 PM: Ø

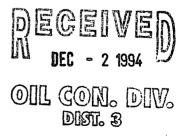
AMOUNT OF CHEMICAL USED: Yz can TYPE: 1/m No4 DAILY COST: 92

DISSOLVED OXYGEN AS TAKEN: -

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

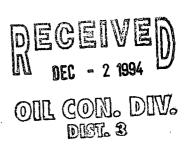
COST:



ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



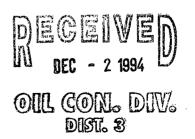
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DATE: 11-15-94POND LEVEL 07:00 AM:  $1/3 \frac{1}{2}$ NUMBER OF LOADS LEAVING: 0 VOLUME: 112S READING 07:00 AM: 0 07:00 PM: 0DISSOLVED OXYGEN AS TAKEN: -AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



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DATE: 11-16-94 11344 POND LEVEL 07:00 AM: NUMBER OF LOADS LEAVING: 0 **VOLUME:** Ċ 07:00 PM: 🖒 H2S READING 07:00 AM: DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: 1/2 com

Ø

TYPE: Km, vo4 DAILY COST:

COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

RU OFFICE TRATISTE 2-20# proprie refills

OIL CONL DIVS DIST, 2

DATE: 11-17-94 POND LEVEL 07:00 AM: 1/314 NUMBER OF LOADS LEAVING: 1 @ 160 BBLS VOLUME: H2S READING 07:00 AM: 07:00 PM: O б DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED:

TYPE:

DAILY COST:

1

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

0

FOR:

Complessor 100 gallons Diesel #2

COST: \$ 107.06



DATE: 11-18-94FOND LEVEL 07:00 AM: 113 14NUMBER OF LOADS LEAVING: 100 100 BblVOLUME: 112S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: ---

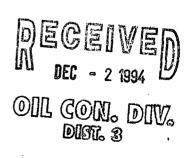
AMOUNT OF CHEMICAL USED: 1/2 CAM

TYPE: Kunno4

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Diesel # 2 from COST: 107,06 Graves (Compressor fuel)



DATE: //-/9-94/ FOND LEVEL 07:00 AM: //3 <sup>1</sup>/4 <sup>7</sup> snow  $\hat{s}$  wind NUMBER OF LOADS LEAVING: 0 VOLUME: H2S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: O

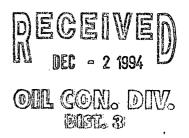
TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

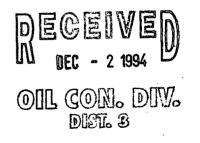
COST:



DATE: 11-20-94FOND LEVEL 07:00 AM:  $113^{1}4$ ? windy not accurat NUMBER OF LOADS LEAVING: 0 VOLUME: 112S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: -AMOUNT OF CHEMICAL USED: 1/2 cm TYPE: Kmmod DAILY COST: 92, ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



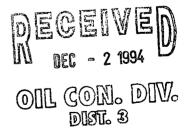
DATE: 11-21-94 POND LEVEL 07:00 AM: // 3 3/4 NUMBER OF LOADS LEAVING: VOLUME: 0 112S READING 07:00 AM: 07:00 PM: 0 0 DISSOLVED OXYGEN AS TAKEN: DAILY COST: AMOUNT OF CHEMICAL USED: O

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

**TYPE:** 



TYPE:

DATE: 1/2Z - 94POND LEVEL 07:00 AM:  $1/3\sqrt{8}$ NUMBER OF LOADS LEAVING:  $1 \sqrt{20} \frac{120}{50} \frac{565}{5}$ NUMBER OF LOADS LEAVING:  $1 \sqrt{20} \frac{120}{5} \frac{565}{5}$ VOLUME: H2S READING 07:00 AM: 0DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: O

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

Flard + Wewsome Ru office - proprie reful	4.07/xy
Broken line - pue primer pue glue	\$ 288
por give	\$ 3.32



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DAILY COST:

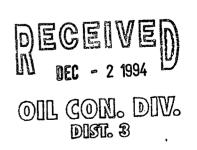
DATE: //-23-94 POND LEVEL 07:00 AM: //37/8 NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: O TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



DATE: 11-24-94 FOND LEVEL 07:00 AM: 113 7/8 NUMBER OF LOADS LEAVING: 6 VOLUME: H2S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN:

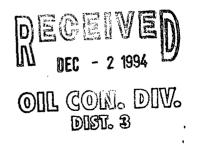
AMOUNT OF CHEMICAL USED: 0

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

TYPE:



DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

NEC - 2 1994 OIL CON. DIV. DIN. 3

DATE: 11-20-94 FOND LEVEL 07:00 AM: 114 HUMBER OF LOADS LEAVING: VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: -AMOUNT OF CHEMICAL USED: O TYPE: DAILY COST: ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



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DATE: 11-27-94 FOND LEVEL 07:00 AM: 114 NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: 0

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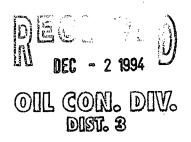
ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

AMOUNT OF CHEMICAL USED:

COST:

TYPE:



DAILY COST:

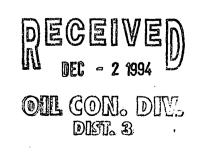
TYPE:

DATE: 11-28-94 FOND LEVEL 07:00 AM: 114 NUMBER OF LOADS LEAVING: O VOLUME: O H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: O

AMOUNT OF CHEMICAL USED: 0

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: LINE REPAIR	COST:
C+L Irrigation - 267A. 4" couplings	8.22
England - (15A. 4" 45° go schedue IEA. prover puc 15A. cement puc Arrow - 2 - 20# propane Refills	39.58 2.88 2.12 12,95



DAILY COST:

DATE: 11-29-94 POND LEVEL 07:00 AM: 114 NUMBER OF LOADS LEAVING: U **VOLUME:** 07:00 PM: 0 H2S READING 07:00 AM: Ò DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED:

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

0

FOR: water line COST: Y 215A. heart camp system 6.29 2.99 Arrow - propane refill 8.86 6.47 RECEIVE OIL CON. DIV. DIST. 3

DATE: 11-30-44 POND LEVEL 07:00 AM: 114? NUMBER OF LOADS LEAVING: VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: \_\_\_\_\_\_ AMOUNT OF CHEMICAL USED: O TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR.

COST:

OIL CON. DIV. DIST. 3

TIERRA ENVIRONMENTAL CURPORATION 907 West Apache, P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

an ann an Irra

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ENERGY, MINERALS & NATURAL R ATTN: ROGER ANDERSON 2040 PACHECO SANTA FE, NEW MEXICO 87505	ESOURCES	Invoice No. 411 November 11, 1994 Project No. 94066
Professional Services for Period Ending N		
OCD - SOUTHWEST DISPOSAL		
PER CONTRACT 2 WEEKS @ \$ 3,394.	79 PER WEEK	\$ 6,789.58
ADDITIONAL CHARGES		· ·
KMnO4 6 DRUMS @ \$ 185.00 E	А.	1,110.00
GASCO		3.00
P & G Equipment & Rentals	DECEIVED	659.56
D & L Repair, Inc.	M NOV 1 6 1994	453.77
City of Farmington Electric	OIL COM. DIV.	4,809.72
Arrow Gas Company	DIST. 3	12.76
(Copies of Invoices attached for ab	oove charges)	
TOTAL	:	\$ 13,838.39

Terms: Net Due 30 Days After Receipt.

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		HAZARDOUS MATERIAL SHIPPING PAPERS LIQU		

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# D&LREPAIR, INC. P.O. BOX 1995 PH. 505-325-7124 FARMINGTON, NM 67499

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# INVOICE

INVOICE NO.

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5			95166		FILTE			7.45	
1			94305		FILTER			23.23	
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CHARGES ARE FOR TIME OUT, NOT TIME USED.

CUSTOMER COPY ASK ABOUT OUR LEASE / PURCHASE

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Of: (505) 325-0924 Faz: (505) 327-1471	Off: (505) 325-0924 Fax: (505) 327-1471	
	CUSTOMER'S ORDER NO. DEPT.	DATE
Southwestwater 11-5-94		94
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Southwest NAME KOCH	Visposal Exploration	/Ø- c	31-94	NAME CÉG	2001	E sie
ADDRESS		5 P-25	2ml	Address 72	#10	
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PREPARED: 11/14/94 PROGRAM UT476L City of Farmington	ACCOUNT BILLING DETAILS	HISTORY	PAG	E: 1 '		ax Note		From Delot	pages
CUSTOMER: 68977	ENERGY, MINERALS, & NATUR 2040 S PACHECO ATTN ROGER ANDERSON SANTA FE NM	AL RE 87505		·		325-09		Colity 6 Phone #1 599 Fax # 599	<u>Jarm</u> 1361
LOCATION: 61488 BALANCE: 4809.72 CYCLE/ROUTE: 14-08 STATUS: A BUDGET TRANSACTIONS (	361 ROAD 4599					<u>, 1071 / ' _</u>	-30		
******TRANSACTION DATE TYPE DESCR	****** PREVIOUS IPTION BALANCE		LLED INSUMPTION	TOTAL BILL AMOUNT					
EL DEMAND El Kilovar El Kilovat El Kilovat El Power C	ILL 4844.81 SJ COUNTY TAX	3113,64	115.32 15900.00 57660.00 73560.00	********* 9654.53					
EL DEMAND EL KILOVAR EL KILOWAT EL KILOWAT EL POWER C	SJ COUNTY TAX	149,12- 15.00 4844.81	117.92 15600.00 58960.00 74560.00	***************** 4844.81				54	eviel
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SØS-599-1117 FARM. UTILITY SYSTEM

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17:21

NOV 14 '94

234 P01

DATE: 10.31-94

POND LEVEL 07:00 AM: 1/2 1/4 NUMBER OF LOADS LEAVING: 0 3 10ADS At 120 BBUS EACH VOLUME: 360 BBUS 1125 READING 07:00 AM: 0 07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: \_\_\_\_

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMN04 DAILY COST: 92,50 55-125165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

WATER TREportment FOR: COST: 1 CAN KM NOH @ 110-25-165



DATE: 11-1-94

FOND LEVEL 07:00 AM://3NUMBER OF LOADS LEAVING:OVOLUME:OH2S READING 07:00 AM:O007:00 PM:

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMN04 DAILY COST: 92.57 55.125165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

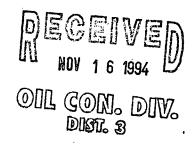


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DATE: 11-2-94POND LEVEL 07:00 AM: 1/3 B NUMBER OF LOADS LEAVING: Cf 150 BBUS NUMBER OF LOADS LE

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: WAter Treatment COST: 1/2 can chemical at 68.25165



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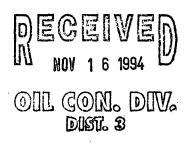
DATE: 11-3-94 POND LEVEL 07:00 AM: 113 1/8 2 WINAY AND RAINING MERSUREMENT May not be Accurate due to pond Roiting but will be close VOLUME: H2S READING 07:00 AM: 0-0 DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMN04 DAILY COST: 97,50 55.125165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



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DATE: 11 4-94 POND LEVEL 07:00 AM: 1/3 NUMBER OF LOADS LEAVING: 0 VOLUME: H2S READING 07:00 AM: 0 07:00 PM: DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 33 16 5 TYPE: Knwoy DAILY COST: 92.5

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

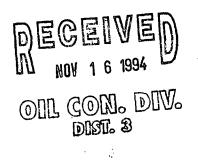
COST:

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د از به واردی در معدوره بور مای دو بو ورد رو برد ا

DATE: 11- 5-94 POND LEVEL 07:00 AM: 1/3 NUMBER OF LOADS LEAVING: 4 @ 160 BBL when 640 BBLS 112S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: SS gallons TYPE: Oxy-1 DAILY COST: 92.5 Nguin Knowoy AMOUNT OF CHEMICAL USED: liquia ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC) FOR: Impoundment trastment COST: 2 5A - 55 gallon deuns Oxy-1 I en 2016 proprie tor RU office \$3.00



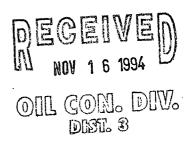
DATE: 11. 20-94 POND LEVEL 07:00 AM: 113 Vg NUMBER OF LOADS LEAVING: O VOLUME: 112S READING 07:00 AM: O7:00 PM: O DISSOLVED OXYGEN AS TAKEN: --

AMOUNT OF CHEMICAL USED: 1/2 drum TYPE: KMN04 DAILY COST: 92,5 ligure Ory-1

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:



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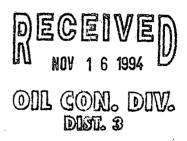
DATE: 17-94POND LEVEL 07:00 AM: 1/344NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: 1/2 Journ TYPE:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: RU Office Des propone fefils

COST: 12.74



KMNOY DAILY COST: 92,52

DATE: ||-9-94|POND LEVEL 07:00 AM: ||3|/2NUMBER OF LOADS LEAVING:  $\circ$  VOLUME: H2S READING 07:00 AM:  $\circ$  07:00 PM:  $\circ$ DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: Yz BAREFT TYPE: Knno4 DAILY COST: 9215 liquis chemical

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: watte Treatment COST: 2 Each- 55 gallon drims liquia Kmwo4

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NOV 1 6 1994 OIL CON. DIV. DIST. 3

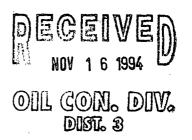
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DATE: 11-9-94 POND LEVEL 07:00 AM: 113 9/14 NUMBER OF LOADS LEAVING: D H2S READING 07:00 AM: O 07:00 PM: D DISSOLVED OXYGEN AS TAKEN: -AMOUNT OF CHEMICAL USED: VZ b APRENTYPE: UNNOV DAILY COST: 92.5D Inguia

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

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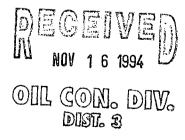
DATE: |1-10.94POND LEVEL 07:00 AM:  $113^{11}/_{14}$ NUMBER OF LOADS LEAVING: O VOLUME: 112S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: Y2 barrel TYPE: 100004 DAILY COST: 92,50 1. juio

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:





CORPORATE OFFICE P. O. Drawer 15250 Farmington, NM \$7401 (505) 325-0924

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Post-it" Fax Note

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November 2, 1994

TIERRA

Mr. Roger Anderson Director of Environmental Services Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504-2088

RE: SOUTHWEST WATER DISPOSAL

ENVIRONMENTAL CORPORATION

Dear Mr. Anderson:

Following is a list of companies that have removed produced water from the pit ending October 30, 1994. Total quantities removed by each company to date is as follows:

BHP	
Gary Williams	·
Caulkins Energy	
Evergreen	
Amoco	•
El Paso	

600 bbls. 80 bbls. 1320 bbls. 80 bbls. 2280 bbls. 880 bbls.

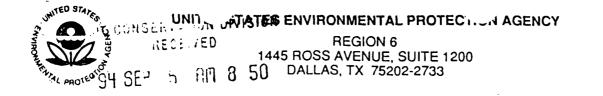
I estimate the amount of water remaining in the pit to be approximately 185,000 bbls. This amount has been adjusted for what we believe to be the true configuration of the pit.

Sincerel Avours.

Richard Cheney, P.E., P.S. Vice President

RPC/lp

cc: Denny Foust File



I SEF TTOT

Mr. William J. LeMay, Director Oil Conservation Division New Mexico Energy, Minerals, and Natural Resources Department P.O. Box 2088 Santa Fe, New Mexico 87504-2088

Dear Mr. LeMay:

On August 18, 1994, the New Mexico Oil Conservation Division's Environmental Bureau, requested approval to dispose of approximately 300,000 barrels of fluids from a commercial surface disposal pond, owned by Southwest Water Disposal, Inc., into a Class II disposal well.

Your staff has stated that during it's active life, the evaporation pond has received approximately one million barrels of fluid, of which 1600 barrels were non-hazardous non-exempt service company wash water. The bulk of the fluid was produced salt water. The Environmental Bureau indicated that an emergency situation exists due to the pond generating Hydrogen Sulfide gas in concentrations that can impact public health.

We concur with the State's emergency action to dispose of these fluids down a properly constructed Class II disposal well(s). This one-time event approval is subject to this facility being properly and permanently closed, with the pond removed and the property recontoured within 6 months after the fluid has been removed from the pond.

Should you have any questions, please contact David Abshire of my staff at (214) 665-7188.

Sincerely yours,

Mar a Wean

Mac A. Weaver, P.E. Chief UIC State Programs (6W-SU)

OCT 1 4 1994

DATE: 10 7-94 POND LEVEL 07:00 AM: 100/12

NUMBER OF LOADS LEAVING: 4 & 120 BAL VOLUME:

112S READING 07:00 AM: 0 07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: Yz caw TYPE: Kmwod DAILY COST: 92,50 55.125.165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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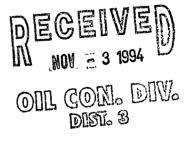
DATE: 10-26-94 POND LEVEL 07:00 AM: 111 14 NUMBER OF LOADS LEAVING:  $\hat{\mathcal{O}}$ VOLUME: H2S READING 07:00 AM: 07:00 PM: O DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMN04 DAILY COST: 92,50 55.125165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

COST: \$13.76 RV OFFICE FOR: 2 proprint REFILLS

VERBAL APPROVAL BY DEWNY FOUST



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TIERRA ENVIRONMENTAL CORPORATION
 907 West Apache, P.O. Drawer 15250
 Farmington, New Mexico 87401
 (505) 325-0924

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Invoice No. 402 October 28, 1994 Project No. 94066

## ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Ending October 26, 1994

#### **OCD - SOUTHWEST DISPOSAL**

PER CONTRACT 2 WEEKS @ \$ 3,394.79 PER WEEK	\$ 6,789.58
ADDITIONAL CHARGES	
KMnO4 6 DRUMS @ \$ 185.00 EA.	1,110.00
Arrow Gas Company	13.76
(Copies of Invoices attached for above charges)	
TOTAL	\$ 7.913.34

321 NOV - 3 1994 OIL CON. DIV. DIST. 3

Terms: Net Due 30 Days After Receipt.

, INVOICE LIQUEFIED PETROLEUM GASES ARRON Gas Company P.O. BOX 610 BLOOMFIELD, N.M. 87413 505 632-2820 Customer's Order No. Date Lee . . , 9 Name Address SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE. RETD. PAID OUT QUAN. DESCRIPTION PRICE AMOUNT S 12 ß 19 2 1994 3 NUV COM DUM  $0 \\ \square \\ \square$ DIST. 3 FREAM 5 Appenne Xont Accounts are due and payable on or before the 10th of the month. Delinquent accounts will be charged 1.75% late service charge (21.0% annual percentage). Accepted by the undersigned. TAX 34582 REC'D 7/6 13 TOTAL BY ALL claims and returned goods MUST be accompanied by this bill. HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD

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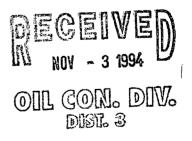
DATE: 10.28-94POND LEVEL 07:00 AM:  $111\frac{1}{2}$ NUMBER OF LOADS LEAVING: 0 VOLUME: 112S READING 07:00 AM: 0 07:00 PM: 0DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 com TYPE: KM NOY DAILY COST: 92,50 55.125-165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

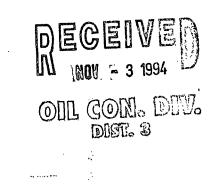


DATE: 0 = 2'7 - 9'4'POND LEVEL 07:00 AM:  $11/1'_{4}$ NUMBER OF LOADS LEAVING: O VOLUME: 112S READING 07:00 AM: O 07:00 PM: ODISSOLVED OXYGEN AS TAKEN: \_\_\_

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMN04 DAILY COST: 97,50 55.125165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Frapoundinent pond COST: A/U compresser ter Repair \$453.77 Are compressor lines 6 en. grommets Turned in hental air Compressor \$1.59 \$ 657.97



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CHARGES ARE FOR TIME OUT, NOT TIME USED.

CUSTOMER COPY DON'T BUY, RENT - IT'S COST EFFECTIVE ASK ABOUT OUR LEASE / PURCHASE

### D & L REPAIR, INC. P.O. BOX 1995 PH. 505-325-7124

2.22

(1,1,1,1)

a share in

FARMINGTON, NM 87499

# INVOICE

**INVOICE NO.** 01078 Bere Blee alla

ACCT. NO	0000	
SOLD TO		ACCOUNT

CASH ACCOUNT TIÈRRA ENVIRONMENTAL 907 W. APACHE FARMINGTON NM 87401

TOTAL

453.77

SHIP TO

41. L. L.

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			4 <u>5</u>	$\{\chi_{i}^{2}\}_{i=1}^{n}$ , $\{\chi_{i}^{2}\}_{i=1$							
SALES NO.	PURCHASE	ORDER NO.	SHIP VIA	COL PPD DATE SHIPPED	· ·	INVOICE DATE					
	AIR	COMPRI		С: Н 10/27/94		10/27/94					
QTY ORDERED	QTY Shipped	BACK ORDERED	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE					
1	· · ·		2701E9A559	INJECTOR LINE NO. 3 CYL	67.92	67.92					
1			OUTSIDE WORK	CLEAN, TEST, D/H NO. 3 INJECTORRESET	52.78	52.78					
1		•	BFL92305	OIL FILTER	8.72	8.72					
2			95166	FUEL FILTERS	7.49						
1			94305	AIR FILTER	23.23						
1	·		OUTSIDE WORK	BRAZE FILLER NECK ON HEAT	35.00	35.00					
2			ANTIFREEZE	EXCHANGER		بني يستور يعتبر					
2.	r.		OIL-BULX	15W-40 ROTELLA	4.95						
1	``		3150	SHOP EXPENSE AN AN AN AN AN AN	5.00						
. 5			3100	LABOR WO 4429	4.57						
·			a contraction of the second seco		40.00	200.00					
				DAVEY AIR COMPRESSOR							
	•			INJECTOR LINE BROKEN ON							
				THIRD HOLE. REPLACED							
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			· · ·	UNIT. ADDED AIR TO	1880.8						
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			· · · ·	FOR OPERATION. NOTE-	I CON						
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			60 DAYS.	TAXABL	E TOTAL	429.60					
				SA SA	LES TAX	24.17					
			1		FREIGHT	and the second sec					

Ihank You

DATE: 10-29-94FOND LEVEL 07:00 AM: 11/344NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: ----

AMOUNT OF CHEMICAL USED: 1/2 com TYPE: Kmnoy DAILY COST: 92,50 55-125-165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DECEIVEN NOV = 3 1994 OIL COM. DIV. DIST. 3

فهرهمهم بحريج المربعين المعادية بربال فيتحدث والمراجع والمحاد والمراجع والمرجع والمربع والمحافظ فتحققهم

DATE: 10-30-94FOND LEVEL 07:00 AM: 1/2NUMBER OF LOADS LEAVING: O VOLUME: 112S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: \_\_\_\_

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMNO4 DAILY COST: 92,50 55-125-165

\$

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

NOV - 3 1994 OIL COM. DIV. DIST. 3



# TIERRA ENVIRONMENTAL CORPORATION

CORPORATE OFFICE P. O. Drawer 15250 Farmington, NM 87401 (505) 325-0924

November 2, 1994

Mr. Roger Anderson Director of Environmental Services Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504-2088

OIL CON. DIV. DISTL 3

**RE: SOUTHWEST WATER DISPOSAL** 

Dear Mr. Anderson:

Following is a list of companies that have removed produced water from the pit ending October 30, 1994. Total quantities removed by each company to date is as follows:

BHP	
Gary Williams	
Caulkins Energy	
Evergreen	
Amoco	
El Paso	

600 bbls. 80 bbls. 1320 bbls. 80 bbls. 2280 bbls. 880 bbls.

......

I estimate the amount of water remaining in the pit to be approximately 185,000 bbls. This amount has been adjusted for what we believe to be the true configuration of the pit.

Sincerely/Aours. Richard Cheney, P.E. P.S.

Richard Cheney, P.E., P.S. Vice President

RPC/lp

cc: Denny Foust File

7490 THAPPEA PAULT CHEMENTAL CORP. 創業ではなった。 Bost to TOWN 1919 N. 1914 Bace (11) 207-1471 CUSTOMER'S ORDER NO. DEPT. DATE CHEMICAL 10-20-94 NAME Southwest DisposAL ADDRESS RLANCO NM SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE RETD. PAID OUT DESCRIPTION. QUAN. KMN04 B 110.25 165 PAC Ó 1 annagene gebrag av men als ge als at al availab av av 2 · · · · 3 4 | **国保護|| W**国|| OCT 28 1994 5 6 O[[] GO[N]. DIST. 3 7 8 9 10 11 فق مردور منهم المراجع ا 12 13 14 15 16 reedown 17 18 REC'D BY REDIFORM **KEEP THIS SLIP** 5L350/01350 FOR REFERENCE

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DECEIVED OCT 2 8 1994 OIL CON. DIV. DIST. 3

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REDIFORM 5L350/01350 ~

KEEP THIS SLIP FOR REFERENCE

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SOLD BY	CASH C.O.D.	CHARGE ON ACCT. M	DSE RETD. PAID OUT	SOLD B	CASH C.O.D.	CHARGE ON ACCT. MI	DSE RETD. PAID OUT
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REDIFORM. 5L350/01350

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KEEP THIS SLIP FOR REFERENCE



REDIFORM 5L350/01350 KEEP THIS SLIP

7461 746 There A Privinonmential Copp. A CORP. Parts of the State an e derenter Iner 1976 1185 57400 CE (注白) 255-6924 NE: CEO 325-0924 Fez: (SES) 327-1471 Mer. (505) 027-1471 CUSTOMER'S ORDER NO. DEPT. DATE DEPT. DATE CUSTOMER'S ORDER NO. 10-17-94 Sout SoutHurst Disposit 1-17-9 NAME 1000 ADDR ADDRES S 355 D SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE RETD. PAID OUT SOLD BY ACCT MOSE RETO RAID OU PRICE OUAN DESCRIPTION Produced WATER 9:30 120462 1:00 P 1 120 66L 130 30 roDucen 1 2 2 130 120666 5.00 0 3 3 ;30 RR Δ 120 4 ŝŝ 5 5 6 6 7 7 8 8 9 9 10 10 11 11 12 12 μŊ 6 8 1994 J 13 13 14 14 OUL CONO DU % 15 15 DIST. 3 16 16 17 17 18 16 ETTO 18 REC'D BY REC'D BY REDIFORM REDIFORM **KEEP THIS SLIP KEEP THIS SLIP** 5L350/01350 5L350/01350 FOR REFERENCE FOR REFERENCE

· · ·	THERRA ENVIRONMENTAL CORP.       (459)         909 West Apache       Farmington, NM 87401         Off: (505) 325-0924       Fax: (505) 327-1471		TIBERA ENVIRONM 909 West Apeche Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471	ENTAL CORP.	(46
		CUSTOMER'S ORDER N	O. DEPT.	DATE	57
NAME/	10-13-94 10-13-94	NAME			
ADDRESS		AD ESS			
TROPPLE	STRUCK # 355 Conw Dos	Tu'	<del>ft</del>	Ço,	und .
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REDIFORM 5L350/01350	) KEEP THIS SLIP	5L350/01350	KEEP THIS		). 
3L990/01990 🤇	FOR REFERENCE		FOR REFER	ENCE	

		TIERRA ENVIRONMENTAL CORP. 909 West Apache Framingion, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471	(45)		909 W : Farmin Off: (5	RA ENVIRONME /est Apache agton, NM 87401 505) 325-1924 505) 327-1471	NTAL CORP.	
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REDIF		) KEEP THIS SLIP	)		1FORM. 50/01350	KEEP THI		L
5L350	/01350	FOR REFERENCE		5L35		FOR REFE	RENCE	
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Don'T have 1 daily sheet INVOICE 10/26 LIQUEFIED PETROLEUM GASES ARROND Gas Company P.O. BOX 610 BLOOMFIELD, N.M. 87413 505 632-2820 11.126 Customer's Order No. \_ 1 ier s a 54 Acres 7 111 Name

Address

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. R	ETD.	PAID OUT		
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	the undersigned.		<u>_</u>			. TA	x [		100
3	4582	REC'D	<u>Esci</u>	<u>el</u>	<u></u>	TOTAL		13_	7/6

HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD

20 Im 62 2 8 (TAT **(b**) 1994

Ĩ.

DATE: 10-17-94 POND LEVEL 07:00 AM: 108% NUMBER OF LOADS LEAVING: 7-120 666 VOLUME: OIL CONO DIVO DISTLO 3 H2S READING 07:00 AM: O 07:00 PM: 6-

AMOUNT OF CHEMICAL USED: 55 125 165 TYPE: Kruno 4 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: ATTO Appent

COST:

DECEIVE DATE: 10-19-94 OIL CON. DIV. DIST. 3 POND LEVEL 07:00 AM: 10914 NUMBER OF LOADS LEAVING: -1 @ 120 BBL VOLUME: H2S READING 07:00 AM: 07:00 PM: 0  $\hat{O}$ DISSOLVED OXYGEN AS TAKEN:

12 CAN TYPE: KMNOH DAILY COST:92,50 AMOUNT OF CHEMICAL USED: 55.125 Ibs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 10-20-94 DECEIVE OCT 2 8 1994 POND LEVEL 07:00 AM: 109 34 OIL CON. DIV. DIST. 3 NUMBER OF LOADS LEAVING:  $\mathcal{O}$ VOLUME: H2S READING 07:00 AM: O 07:00 PM: 🔿 DISSOLVED OXYGEN AS TAKEN: 1/2 CAN TYPE: KMNO4 DAILY COST: 92 AMOUNT OF CHEMICAL USED: 55.1251bs ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC) Empoundment 6 can's potassium pErmanganate - see daily chemical cost FOR:

DATE: 10-21-94POND LEVEL 07:00 AM: 10934NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: Kmwoy DAILY COST:  $92.5^{20}$ 55.125.155

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 10-22-94	DECEIVED N OCT 2 8 1994
POND LEVEL 07:00 AM: 110	OIL CON. DIV.
NUMBER OF LOADS LEAVING: O	VOLUME:
H2S READING 07:00 AM: O	07:00 PM: O
DISSOLVED OXYGEN AS TAKEN: -	
AMOUNT OF CHEMICAL USED: 1/2 CAN 55.125 1b	TYPE: KMNOH DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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Decen DATE: 10-23-94 OCT 2 8 1994 ШЛ POND LEVEL 07:00 AM: 10 44 OIL CON. DIV. DISL 3 VOLUME: O NUMBER OF LOADS LEAVING: 0 H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: -TYPE: Rowod DAILY COST: 92, AMOUNT OF CHEMICAL USED: 1/2 CAN 55-1251bs ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

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DATE: 10-24-94 POND LEVEL 07:00 AM: 10<sup>1/2</sup> NUMBER OF LOADS LEAVING: O VOLUME: 12S READING 07:00 AM: O 07:00 PM: O DISTL 3 DISSOLVED OXYGEN AS TAKEN: -AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: Km NO<sup>44</sup> DAILY COST: 92,50

55.1251bs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 10-25-94 POND LEVEL 07:00 AM: /// NUMBER OF LOADS LEAVING: O 12S READING 07:00 AM: O DISSOLVED OXYGEN AS TAKEN: -DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: 1/m Nov DAILY COST: 92,5 55.125.165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

7/57	1458
TIERRA ENVIRONMENTAL CORP. 7457	Tierra Environmental Corp.
909 West Apache	909 West Apache
Farmingian, NM 87401	Farmington, NM 87401
Off: (595) 325-0924	Off: (505) 325-0924
Fax: (505) 327-1471	Fax: (505) 327-1471
CUSTOMER'S ORDER NO DEPT. DATE	CUSTOMER'S ORDER NO. DEPT. DATE
SOLOTHEWEST DISPOSAN 10-12-94	UNUMERS LASDOFL
NAME TT P	NAME , , ,
ADDRESS	ADDRESS ADDRESS
ADDRESS CHIEF TIMESport # 212 111 Mole to Basin	(Ht. Elignsoor T 219 WB to basic
	Sold BY CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT
SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE RETD. PAID OUT	
DESCRIPTION PRICE AMOUNT	QUAN. PRICE AMOUNT
	1 1 Produce Duriter 80556
	1 2 Francient water 2:50 pm 8066/
1 2 Impandment water 80662	- + the portrain with a
1 3 Impoundment water 2:15 PM 80664	-1 Anpano have when the
1 4 Impaindment water 3:37Pm BBBL	1 " Impund ment when a
1 5 Impoundment writer Scorpu 80 BBC	1 5 Impoundment water 70:25Pm 80 BBL
1 6 Impoundment unter 6:30 PM 80 BBL	6
	7
8	8
g	• DECEIVER
	CEL COM. DAVE
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	14
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16	
	DEDUCTOR
REDIFORM ) KEEP THIS SLIP )	REDIFORM KEEP THIS SLIP
5L350/01350 FOR REFERENCE	5L350/01350 FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.         7459           909 West Apache         Famington, NM 87401           Off: (505) 325-0924         Fax: (505) 327-1471		TIBRRA ENVIRONMER 909 West Agesche Farnvington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471	NTAL CORP.	7460
CUSTOMER'S ORDER NO. DEPT. DATE	CUSTOMER'S ORDER NO	. DEPT.	DATE	_
Sarra WEST DES. 10-13-94	NAME		ک	
ADDRESS	(0)			
TRIPPLE S TRUCK # 355 Conw DES	AE ESS	#3	Con	ind .
SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT	SOLD BY	CASH C.O.D.	CHARGE ON ACCT. MDS	ERETD, PAID OUT
QUAN. PRICE AMOUNT	SOLD BY			
1 1 INPARNOMENT WATER 9:00 AM 120 BBL		0	΄ Φ	Q 36
-1 P2 [NARININENT WATER 1:13 pm 120 BBC.	1 2 3	e .	: 0	
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17 Monthand	17			
	18 REC'D BY			
REDIFORM 5L350/01350 KEEP THIS SLIP FOR REFERENCE	REDIFORM 5L350/01350	KEEP THIS S FOR REFEREI		

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# TIERRA ENVIRONMENTAL CORPORATION

CORPORATE OFFICE P. O. Drawer 15250 Farmington, NM 87401 (505) 325-0924

October 12, 1994

Mr. Roger Anderson Director of Environmental Services Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504-2088

OCT 2 0 1994 OIL CON. DIST

**RE:** SOUTHWEST WATER DISPOSAL

Dear Mr. Anderson:

As per your request, I have reviewed the equipment and materials list presently on-site at Southwest Disposal. It is my opinion that none of this equipment should be released until closure is complete. The significant pieces of equipment and materials are presently being used or may be used in the near future. It would, however, be helpful if the oil stored in the pits on-site could be disposed of.

Following is a list of companies that have removed produced water from the pit ending October 7, 1994. Quantities are also shown.

BHP	•
Gary Williams	
Caulkins Energy	
Evergreen	

600 bbls. 80 bbls. 1320 bbls. 80 bbls.

I estimate the amount of water remaining in the pit to be approximately 217,000 bbls. It appears that the evaporation rate from September 19 - October 11 has been approximately 950 bbls. per day.

Sincerely yours, Ý.S. Richard Cheney, P.E. Vice President

RPC/lp

DATE:  $10^{-8^{-}94}$ POND LEVEL 07:00 AM:  $105^{1}$ NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: ODISSOLVED OXYGEN AS TAKEN: --

AMOUNT OF CHEMICAL USED: 55-135 TYPE: KmNo4 DAILY COST: 9250

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 70.9-94POND LEVEL 07:00 AM:  $705^{-3}44$ NUMBER OF LOADS LEAVING: 0 VOLUME: H2S READING 07:00 AM: 0 07:00 PM: 0DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125#TYPE: KMNOY DAILY COST: 9250

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 10.10-94POND LEVEL 07:00 AM: 10644NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 #'S TYPE: KMN04 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE:  $10^{\circ}-11^{\circ}-94^{\circ}$ POND LEVEL 07:00 AM:  $106^{\circ}/4^{\circ}$ NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125-165 TYPE: KINNO" DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Importanent COST: 3 cans potassium permanganate @ 110-25 165 each

DATE: 10-12-94 POND LEVEL 07:00 AM: 10744 NUMBER OF LOADS LEAVING: 11 80 BBL LOADS H2S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 16, TYPE: KMNOU DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

OFFICE TRALER PROPANE REFILLS

DATE:  $\cancel{W}-13-94$ POND LEVEL 07:00 AM:  $\cancel{107}^{34}4$ NUMBER OF LOADS LEAVING:  $\bigcirc$  VOLUME: H2S READING 07:00 AM:  $\bigcirc$  07:00 PM:  $\bigcirc$ DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55-125 165 TYPE: Know

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY COST: 92,50

DATE: j0-14-94 POND LEVEL 07:00 AM: 108<sup>1</sup>/4 NUMBER OF LOADS LEAVING: 5 VOLUME: H2S READING 07:00 AM: 07:00 PM: C DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: S5.125 165 TYPE: Kmrey DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 10-15-94POND LEVEL 07:00 AM: 108/4NUMBER OF LOADS LEAVING:  $4 \cdot 120661$  Volume: H2S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: TYPE: KMNO4 DAILY COST:92,50 55.125 165

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 0.16-94POND LEVEL 07:00 AM: 0.81g NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: ---

AMOUNT OF CHEMICAL USED: 55-125 165 TYPE: KMNOT DAILY COST: 9750

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

1. Water Removal 2. Evaporation Pit closure and Remedication A. sampling + Testing B. Dint nork 3. Skimmer Pit Remaliation A. Is it Necessary B. In Situ ou excavition c. Onsite or haul

Water Removal 1. How - Evaporation and/or hauling 2. Is pit open from Dec. 1st April "1st B. Minimum requirements

Denny

### PUBLIC NOTICE

# Closure of Commercial Surface Waste Disposal Facility

The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Oil Conservation Division (OCD), requests proposals from interested parties for the design and implementation of a plan for closing a commercial surface waste disposal facility (Facility) which disposes of water produced from oil and gas operations.

EMNRD plans to enter into a professional services agreement as a result of this request. Copies of the Request for Proposals may be obtained from Rand Carroll, OCD Counsel, EMNRD, 2040 S. Pacheco St., Santa Fe, N.M., 87505, telephone (505) 827-5950.

There will be a pre-offer Facility site visit at 9:00 a.m. on October 19, 1994.

Five copies of the proposal, each with an original signature, must be received at the above address no later than 5 p.m., November 4, 1994. Work cannot begin until after the New Mexico Department of Finance and Administration has approved the professional services agreement.

This public notice is given pursuant to Section 13-1-113 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

EMNRD reserves the right to cancel this Request for Proposals if it is in the best interests of the State of New Mexico.

OIL CONL DIV

# REQUEST FOR PROPOSALS

# ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

## OIL CONSERVATION DIVISION

CLOSURE OF COMMERCIAL SURFACE WASTE DISPOSAL FACILITY

# RAND CARROLL, COUNSEL

EMNRD 2040 S. PACHECO ST. SANTA FE, NEW MEXICO 87505

(505) 827-5950

### **REQUEST FOR PROPOSALS**

Issued by the New Mexico Energy, Minerals and Natural Resources Department, Oil Conservation Division (EMNRD), pursuant to the New Mexico Oil and Gas Act, Chapter 70, Article 2, NMSA 1978.

#### <u>ARTICLE I – STATEMENT OF WORK</u>

Proposals are requested for a professional services contract for the closure of a commercial surface waste disposal facility (Facility) in San-Juan County, New Mexico.

### ARTICLE II – BACKGROUND

The Oil and Gas Act, Chapter 70, Article 2 NMSA 1978, authorizes the Oil Conservation Division (OCD) to regulate the disposition of non-domestic wastes resulting from the exploration, development, production or storage of crude oil or natural gas to protect public health and the environment.

OCD permits and regulates commercial waste disposal facilities that collect, dispose, evaporate or store produced water, drilling fluids, drill cuttings, completion fluids and/or other approved oil field-related waste in surface pits, ponds, or below grade tanks. Such facilities are required to be closed at the cessation of disposal operations to protect public health and the environment.

### <u>ARTICLE III – SCOPE OF WORK</u>

EMNRD is requesting proposals to provide professional services to design and implement the closure of a commercial surface waste disposal facility (Facility) in San Juan County, New Mexico. The closure will include, as applicable, removal or demolition of buildings, removal of all tanks, vessels, equipment or hardware, containment and removal of fluids and chemicals, backfilling and grading of pits, removal of contaminated soil and reclamation of the Facility site.

The successful offeror must have all licenses and certifications required to design and implement the closure.

#### ARTICLE IV - COST

A maximum of up to one hundred fifty thousand dollars (\$150,000.00) has been allocated to this contract. Travel costs will be limited to those allowed under the New Mexico Per Diem and Mileage Act as implemented by the Department of Finance and Administration Rule 92-1.

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# ARTICLE V - PRE-OFFER FACILITY SITE VISIT

Offerors are encouraged to attend the site visit at the Facility at 9:00 a.m. on October 19, 1994.

### ARTICLE VI - FACILITY SITE INFORMATION

OCD has certain information and documentation that may be helpful to offerors in preparing their proposals, including the following:

- 1. A plat and topographic map showing the location of the Facility in relation to governmental surveys (¼ ¼ section, township and range), highways, or roads giving access to the Facility site, and watercourses, water wells and dwellings within one mile of the site;
- 2. A description of the Facility with a diagram indicating location of fences and cattleguards and detailed engineering construction/installation diagrams of any pits, liners, dikes, piping, sprayers, and tanks on the Facility; and
- 3. Lab samples.

### ARTICLE VII - CONTRACT DURATION

The contract period will extend from the date of contract approval by the New Mexico Department of Finance and Administration to no longer than two (2) years unless the contract term is amended in compliance with the Procurement Code.

### <u>ARTICLE VIII – CONTRACT TERMS</u>

Contracts will be awarded in accordance with the terms of the attached Professional Services Agreement and in accordance with this request.

### ARTICLE IX – ADMINISTRATIVE REQUIREMENTS

- A. Offerors will examine all contract documents, noting particularly all stipulations that in any way affect contract work.
- B. If an offeror finds discrepancies, omissions or ambiguities in the contract documents, it will at once notify Rand Carroll, Energy, Minerals and Natural Resources Department, 2040 South Pacheco St., Santa Fe, N.M. 87505, who will send written corrections or explanations to all offerors. Offerors may not rely upon oral representation or instructions.

- C. If an offeror's proposal adds to, subtracts from, or otherwise substantially changes the provisions of the request, the proposal will be void.
- D. Proposals must certify that all entities and individuals responsible for authorizing the activities of the offeror have agreed that its proposal should be submitted as written.
- E. No specific format is required, but the proposal should show that the minimum information required has been presented.

## ARTICLE X - SUBSTANTIVE REQUIREMENTS

- A. Proposals must include the following:
  - (1) The name and address of the official offeror, including telephone number and contact person;
  - (2) A comprehensive work schedule;
  - (3) Background, qualifications and experience of individuals directly responsible for managing the closure, including what their responsibilities will be;
  - (4) A complete closure cost estimate; and
  - (5) The estimated time necessary to complete the closure.
- B. Offerors must sign and submit the Statement of Assurances attached to this Request for Proposals.

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C. The offeror selected may be required to furnish appropriate bonds.

#### ARTICLE XI -- PROPOSAL EVALUATION CRITERIA

**Proposals will be evaluated individually and ranked competitively according to the following weighted criteria:** 

Criteria	Weight
Section 1 — Work Plan - Facility Closure Quality of work plan and schedule, including feasibility of closure, and potential for effectively carrying out the closure.	30
Section 2 — Experience of offeror with successful completion of similar projects	30
Section 3 – Cost	20
Section 4 — Time for completion	20

#### ARTICLE XII - NOTICE

The award of this contract is contingent upon sufficient appropriations and authorization, and other funding being available to carry out the purpose of the Act. EMNRD reserves the right to cancel this Request for Proposals or reject any or all offers at any time if it considers such to be in the best interest of the State of New Mexico.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick backs.

#### ARTICLE XIII - CONTACT PERSON AND PROPOSAL DEADLINES

A. Pre-offer Facility site visit is scheduled at 9:00 a.m. on October 19, 1994.

B. The deadline date for the receipt of proposals is 5 p.m. on November 4, 1994. Five (5) copies of the proposal, each with an original signature, must be received, addressed to the following by that date and time:

Rand Carroll, Counsel Oil Conservation Division EMNRD 2040 S. Pacheco St. Santa Fe, N.M., 87505

Express delivery address:

EMNRD 2040 S. Pacheco St. Santa Fe, N.M., 87505

C. It is anticipated that a contractor will be selected by November 11, 1994, and a contract will be issued by November 25, 1994, but in no event shall the contract become effective until it is approved by the Department of Finance and Administration.

CONTACT PERSON:

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Rand Carroll, Counsel Oil Conservation Division EMNRD 2040 S. Pacheco St. Santa Fe, N.M., 87505 Telephone: (505) 827-5950 Facsimile: (505) 438-3855

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#### Statement of Assurances

The offeror, through its lawful representative,

#### **CERTIFIES THAT:**

- A. It desires to enter into a contract with EMNRD known as a professional services agreement, describing the responsibilities of the offeror and of EMNRD, no part of which contract the offeror will be permitted to change without the written consent of EMNRD in the form of a contract amendment.
- B. It understands that the contract and any amendments thereto, along with the claims and assurances contained in this proposal, will be binding in all respects.
- C. It will abide by all applicable federal and State of New Mexico laws and regulations.
- D. It understands that the contract period will extend from the date of contract approval by the New Mexico Department of Finance and Administration.
- E. It will employ qualified staff and provide adequate supplies, materials, and equipment to ensure successful completion of the contract.
- F. It understands that EMNRD will monitor the offeror's compliance with the terms of the contract.
- G. It understands that EMNRD will make payments under the contract only for allowable, documented, and EMNRD-approved project expenses.
- H. The request does not commit EMNRD to pay any costs incurred in the submittal of this proposal, or costs incurred in making necessary studies and designs for the preparation thereof, or to procure or contract for the services or supplies. It is further understood that the proposal will become a part of the official file on this matter without obligation to EMNRD. Issuance of this solicitation does not constitute an award commitment on the part of EMNRD.
- I. It understands that EMNRD can cancel this Request for Proposal at any time prior to the award of the contract if it is in the best interest of the State of New Mexico to do so.

## I, THE UNDERSIGNED, AFFIRM THAT ALL OF THE INFORMATION PROVIDED BY THE OFFEROR IN THIS PROPOSAL IS TRUE AND CORRECT AND THAT I HAVE THE AUTHORITY TO BIND THE OFFEROR TO THE ABOVE ASSURANCES.

Signature:	 	,	·	
Printed Name:	 		·	
Title:	 			
Date:	 			

Contract No.

. . :

## STATE OF NEW MEXICO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT AND

THIS AGREEMENT is made and entered into by and between New Mexico Energy,

Minerals and Natural Resources Department or its successor agency (EMNRD) and

\_\_\_\_\_ (Contractor).

#### IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

- 1. Scope of Work: Contractor shall
- 2. <u>Compensation</u>: (Select Option 1, 2, or 3)

## <u>Option 1:</u> (Work Product)

A. EMNRD shall pay Contractor for services rendered up to a maximum

of \_\_\_\_\_ (\$ \_\_\_\_\_), which shall include both

New Mexico Gross Receipts taxes, if applicable, and travel pursuant to Paragraph 2.\_\_\_\_, below.

#### **<u>Option 2</u>: (Lump Sum Amount for Specific Services)**

A. Upon completion of services, EMNRD shall pay Contractor for services

rendered

(\$), which shall include both New Mexico Gross Receipts taxes, if applicable and any

travel, if necessary. Payment of that total amount shall not relieve Contractor of any unperformed obligations under Paragraph 1.

NOTE IF YOU USE OPTION 2, THE SECOND PARAGRAPH ON COMPENSATION NEEDS TO BE DELETED AND ALSO, PARAGRAPHS B. and D.

#### <u>Option 3:</u> (Time and Materials)

(Payment) (Reimbursement) of that total amount shall not relieve Contractor of any unperformed obligations under Paragraph 1. Contractor shall not be entitled to receive any (reimbursement) (payments) unless supported by appropriate billing statements and documentation as provided in Paragraph 2.\_\_. below.

B. EMNRD shall pay such travel expenses as may be incurred in the performance of this Agreement at the rates established in the New Mexico Per Diem and Mileage Act, Sections 10-8-1, <u>et seq</u>., NMSA 1978 as implemented by the Department of Finance and Administration (DFA) Rule 92-1.

C. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. All payments under this Agreement shall be made by EMNRD (on a reimbursement basis) (upon receipt of detailed and certified statements evidencing)

to the satisfaction of EMNRD the propriety of each payment. (*Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment.* Wage amounts *charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets.*)

3. <u>Term</u>: THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA). This Agreement shall expire on \_\_\_\_\_\_, 199\_\_\_, unless earlier terminated pursuant to Paragraph 4, <u>below</u>.

4. <u>Termination</u>: This Agreement may be terminated by either party upon written notice delivered to the other at least \_\_\_\_\_\_ (\_\_\_) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination.

5. <u>Status of Contractor</u>: Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

6. **Assignment:** Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

7. <u>Subcontracting</u>: Contractor shall not subcontract any portion of the services

to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

<u>Option</u> (If federal funding is involved, include the following paragraphs, A and B.)

A. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods to select each subcontractor.

B. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement.

<u>Option</u> (Include paragraph below if Subcontractor will be reimbursed for travel expenses.)

Travel expense reimbursement requested for subcontractors, if applicable, will be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, Section 10-8-1, et seq., NMSA 1978 as implemented by the Department of Finance and Administration Rule 92-1.

8. <u>Records and Audit</u>: Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall permit any authorized representative of EMNRD, DFA, the New Mexico State Auditor and the federal funding agency to inspect and audit all data and records of Contractor relating to performance under this Agreement for three (3) years after final payment has been made. Contractor further agrees to include in all subcontracts hereunder the same right of

inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit are for records which relate to litigation or settlement of claims arising out of performance of this Agreement (and costs and expenses of this Agreement for which exception is under consideration by the federal funding agency or any authorized representative and shall continue until all potential litigation, appeals, claims or exceptions have expired or been resolved).

<u>Option</u> (If federal funding is involved, include the following paragraph.)

The Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, all state and local government audit requirements *(insert specific rules on audit requirements, if any)* and OMB Circular A-128, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular requirements.

9. <u>Appropriations</u>: The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature and the federal funding agency. If sufficient appropriation is not granted, this Agreement shall terminate upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding and accepted by Contractor.

10. **Release:** Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to

purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

11. <u>Confidentiality</u>: Pursuant to Section 71-2-8, NMSA 1978 all confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without prior written approval from EMNRD.

#### <u>Optional</u> (include in PSA if acknowledgement required):

12. <u>Acknowledgement</u>: Contractor shall acknowledge the New Mexico Energy, Minerals and Natural Resources Department as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the Project.

13. **Product of Services: Copyright**: All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor.

14. **Conflict of Interest:** Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

15. <u>Amendment</u>: This Agreement shall not be changed or amended except by written instrument executed by the parties.

16. Waiver: No waiver of any breach of this Agreement or any of the terms or

conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

17. <u>Scope of Agreement</u>: This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

18. <u>Compliance with Funding Source Conditions</u>: Contractor shall comply with all applicable state and federal statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

19. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct those deficiencies.

20. **Procurement. Utilization and Disposition of Property**: If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as directed by EMNRD.

(Otherwise procurement of property acquired by Contractor under this Agreement shall conform with the standards in the Common Rule). (All property procured under this Agreement shall be utilized and disposed in accordance with the Common Rule). Reports of property acquired shall be made to EMNRD within one (1) month following such acquisition.

21. <u>Minimum Wage Rate</u>: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Labor and Industrial Commission, and with all other applicable requirements of that Commission, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

22. <u>Hold Harmless Agreement</u>: Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, Sections 41-4-1, et seg, NMSA 1978.

#### 23. Duty to insure:

A. During the term of this Agreement and any amendment hereto, Contractor shall maintain in force a policy or policies of insurance providing:

1) Comprehensive performance liability protection covering contractual liability which may arise under this Agreement and any amendment hereto.

Such insurance policy or policies shall name the State of New Mexico and EMNRD as coinsured or as principal beneficiaries.

2) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, Sections 52-1-1 et seq., NMSA 1978, if applicable.

3) Comprehensive public liability protection covering property damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in Section 41-4-19, NMSA 1978 as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. Contractor shall notify EMNRD within ten (10) days after cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

24. <u>Attorney's Fees and Costs</u>: Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from Contractor reasonable attorney's fees and costs in connection with litigation brought to obtain such judicial determination.

25. Criminal and Civil Liability: The New Mexico Procurement Code, Sections 13-

1-28 through 199, NMSA 1978 imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

26. <u>Applicable Law</u>: This Agreement shall be governed by the Laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

## STATE OF NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

#### CONTRACTOR

Ву:	By:
Title:	Title:
Date:	Date:

**APPROVED:** 

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

(SELECT OPTION 1, 2, OR 3) OPTION 1, 2, OR 3 SHOULD BE PRINTED ON A SHEET BY ITSELF.)

Option 1:

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

I.D. No.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

Option 2:

Services will be performed out-of-state, Contractor is exempt from paying gross receipts taxes.

#### STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

Option 3:

Services are to be performed by tax exempt organization per Section 7-9-29 NMSA 1978.

## NEW MEXICO TAXATION AND REVENUE DEPARTMENT

By: \_\_\_\_\_

Title:

Date:\_\_\_\_\_

# (IF PROFESSIONAL SERVICES AGREEMENT AMOUNT EXCEEDS \$200,000, INCLUDE A SIGNATURE LINE FOR THE ATTORNEY GENERAL.)

This Agreement has been approved by the New Mexico Attorney General.

## NEW MEXICO ATTORNEY GENERAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_



<u>TIERRA ENVIRONMENTAL</u> <u>CORPORATION</u> 907 WEST APACHE P.O. DRAWER 15250 FARMINGTON, NEW MEXICO 87401

DECEIVE

TELECOPIER TRANSMITTAL

DATE: 10/11/94 OIL CON. DIV. DIST. 3 COMPANY: OCD ATTENTION: ROGER ANDERSON FAX NO .: 505 - 827 - 5741 NO. OF PAGES (including cover sheet) 2 FROM: R. CHENEY

IF YOU HAVE ANY QUESTIONS CALL 1-505-325-0924

\*\*\*\*\*\*COMMENTS\*\*\*\*\*

ROGER: ACTUAL FIELD MEASUREMENTS INDICATE THAT THE POND AT SIND IS NOT BUILT ACCORDING TO THE PLANS. IT APPEARS THAT THE POND BOTTOM IS PROBABLY 280 × 280 INSTEAD DE 310 × 310 AS SIGWN ON THE PLANS, IF THIS IS TRUE THEN THE POND VOLUME IS MORE LIKE 197,000 666. How SHOWED INE HODRESS THIS ! RPC

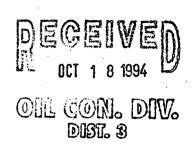
FAX NO. 1-505-325-1920



CORPORATE OFFICE P. O. Drawer 15250 Farmington, NM 87401 (505) 325-0924

## TIERRA ENVIRONMENTAL CORPORATION

October 17, 1994



Mr. Roger Anderson Director of Environmental Services Oil Conservation Division P. O. Box 2088 Santa Fe, New Mexico 87504-2088

## RE: SOUTHWEST WATER DISPOSAL

Dear Mr. Anderson:

Following is a list of companies that have removed produced water from the pit ending October 15, 1994. Quantities are also shown.

BHP	600 bbls.
Gary Williams	80 bbls.
Caulkins Energy	1320 bbls.
Evergreen	80 bbls.
Amoco	320 bbls.

I estimate the amount of water remaining in the pit to be approximately 216,000 bbls.

Sincerely/yours.

Richard Cheney, P.E., P.

Richard Cheney, P.E., P. Vice President

RPC/lp

TIERRA ENVIRONMENTAL CORPORATION 907 West Apache, P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

DECEIVED N OCT 1 8 1994 OIL CON. DIV. DIST. 3

> Invoice No. 393 October 12, 1994 Project No. 94066

ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Endings October 12, 1994

#### **OCD - SOUTHWEST DISPOSAL**

PER CONTRACT 2 WEEKS @ \$ 3,394.79 PER WEEK	\$ 6,789.58						
ADDITIONAL CHARGES	ADDITIONAL CHARGES						
KMnO4 3 DRUMS @ \$ 185.00 EA.	555.00						
City of Farmington - Electrical	5,354.23						
Tank Strip - Double M Sales & Service	39.92						
P & G Equipment & Rentals	280.73						
Graves Oil & Butane	186.45						
Arrow Gas Company	<u>11.10</u>						
(Copies of Invoices attached for above charges)							
TOTAL	\$ 13,217.01						

	7488 909 West Apache Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471
	CUSTOMER'S ORDER NO. DEPT. CHEMICAL DATE JO-11-94 NAME Southwest Disposal ADDRESS BLAMEO M. Trypandment
	SOLD BY     CASH     C.O.D.     CHARGE     ON ACCT.     MDSERETD.     PAID OUT       OUAN     DESCRIPTION     PRICE     AMOUNT       3     Kmwo4     10.25 **'s erch     10.25 **'s erch
	3       4       5       6
	7           8           9           10           11
	12       13       14       15       16
·	16           17           18           REC'D BY
	REDIFORM 5L350/01350 KEEP THIS SLIP FOR REFERENCE

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MAKE CHECKS PA	AYABLE TO
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CITY of FARMINGTON PO BOX 4100 FARMINGTON, NM 87499-4100 Phone (505) 599-1353

Southwest Water Disposal

361 Road 4599 P.O. Box 35 Flora Vista, NM



Amounts may be sub.	by due date .25% late fee.	
BILLING DATE	DUE DATE	ENTER AMOUNT PAID
09/01/94	09/15/94	
ACCOUNT NUN PREVIOUS BA		-61488 10,302.91
CURRENT CH	IARGES \$	286.51
TOTAL DUE	\$	869.42

Please write your account number on your check, detach here and return this portion with your payment.

CUSTOMER NAME		SERVICE	LOCATION		ACCOUNT NUMBER	i suudanna konta
Southwest Water Disp	361	L Road 4599		59	9/15/94	
LLING DATE 09/01/94 SERVICE PF	OVIDED FRO	M 8/22/94 T	0	AYS THIS BILL	NG READI	NG ROUTE 14/08
DESCRIPTION		PREVIOUS READING	PRESENT READING	MULTIPLIER	USAGE	CHARGES
EL KWD DEMAND EL KVAR KILOVAR SJTX - SJ County Tax						\$ 271.25 .00 15.26
PREVIOUS BALANCE DEPOSIT APPLIED REMAINING BALANCE WITH CU	RRENT			- -		\$10,302.91 9,720.00- 869.42
					RENT CHARGES	\$ 286.51
		<u></u>	Past Due A		evious Balance)	\$ 582.91
				Total.	Amount Due	\$ 869.42
ADDITIONAL INFORMATION	4:		Electric (KW	H)	Wate	er (Gallons)
This is the final bill Southwest Water Disposa						
• • • • • • • • • • • • • • • • • • •	F	ARMINGTON ELECTRIC	THIS THIS MONTH MONTH LAST YEAR	LAST MONTH		HIS MONTH LAST LAST YEAR MONTH

## MAKE СЧЕСКЅ PAYABLE Ն

**CITY of FARMINGTON** PO BOX 4100 FARMINGTON, NM 87499-4100 Phone (505) 599-1353

2040 S PACHECO

SANTA FE, NM 87505

ENERGY, MINERALS, & NATURAL RE



	id by due date 1.25% late fee.				
BILLING DATE	ENTER AMOUNT PAID				
09-27-94	10-11-94				
ACCOUNT NUMBER 68977-61488					
PREVIOUS B	\$0.00				
CURRENT CHARGES \$4,844.81					
TOTAL AMOU	NT NOW DUE	\$4,844.81			



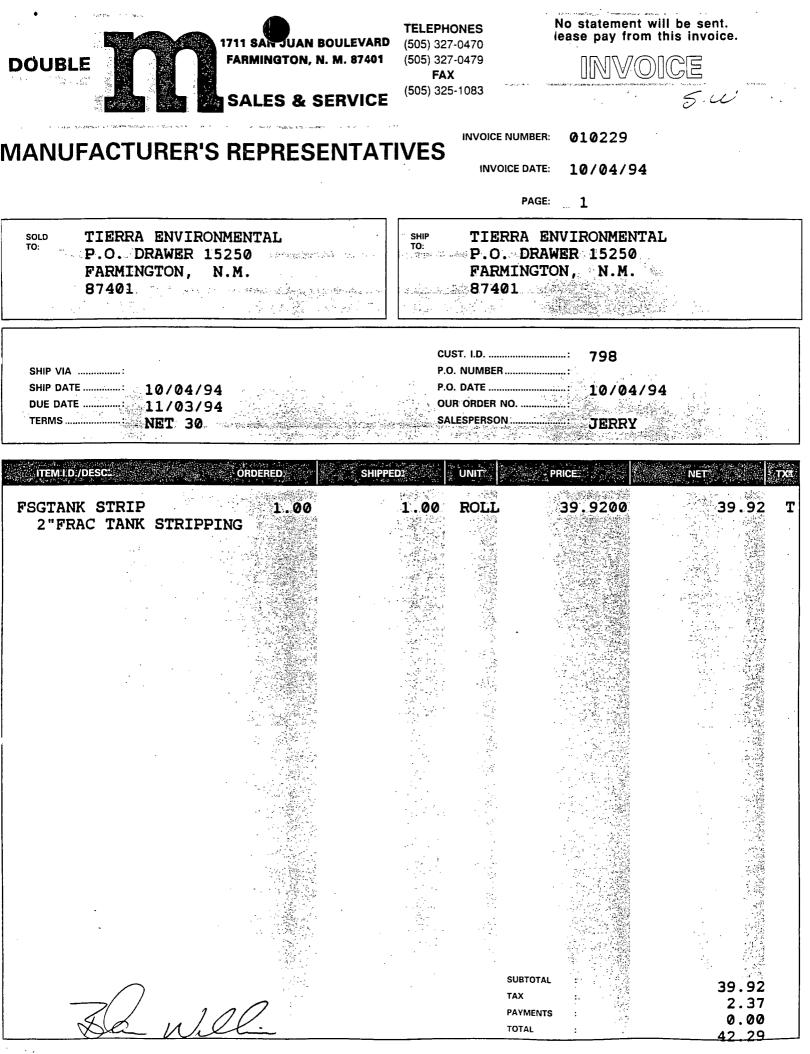
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	09-27-94	SERVICE PROVID		1 00 22 34	09-21-94				14000
· · ·		DESCRIPTION PREVIOUS READING PRESENT READING MULTIPLIER USAGE			CHARGES				
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	ge ACTUAL	- 117			2948	40	. <b>1</b>	17	913.8
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ervice Cha		at 0.002000	-						149.1
	rge pt Tax at !	5 625%	1						257.2
		•							
						TOTAL CURI	RENT CHAR	GES	\$4,844.8
					Past Due A	Amount (Pre	evious Bala	nce)	\$0.00
						Total A	Amount D	ue	\$4,844.8
his is the fi hould you have	rst bill for e any question ntact customen	ns or need		80000 40000	Electric (KV	VH)		Water (G	allons)
•				0			o L		
<b>*</b> *			FA	RMINGTON ELECTRIC	74560 0 THIS THIS MONTH MONTH LAST YEAR			HIS THIS MON DNTH LAST YEA	
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, <i>.</i>					Last Pa ment	\$0.0		0-00-00. Th	and You

PREPARED: 9/22/94 PROGRAM UT476L City of Farmington		ACCOUNT BIL DETAI		ISTORY	PAG	E: 1
<u>-</u> ,		7/26/94 TO	9/15/	94)		
CUSTOMER: 59535	SOUTHWEST P O BOX 3	WATER DISP				
	FLORA VIST	ГА	NM 8	7415		
LOCATION: 61488 BALANCE: 869.42 CYCLE/ROUTE: 14-08 STATUS: F	361 ROAI	) 4599				
BUDGET TRANSACTIONS (	*)		-			
*****TRANSACTION DATE TYPE DESCR	***** 1PT10N	PREVIO BALANC			BILLED CONSUMPTION	TOTAL BILL AMOUNT
**********				******	****	
8/31/94 BILL FINAL B SJTX - EL DEMAND EL KILOVAR	SJ COUNTY			15.26 271.25 .00	35.00	869.42 .
		TOTAL		286.51		
8/31/94 PMT DEP REF **********		****		720.00 *****	****	****
8/25/94 BILL CYCLE B SJTX - EL DEMAND	ILL SJ COUNTY	5211.2 TAX	-	267.68 937.44	120.96	10302.91
EL KILOVAR				.00		
EL KILOWAT	T HOUR STE T HOUR STE OST ADJUST C LATE FEE	P 1	3	712.00 265.92 156.56- 65.14	17800.00 60480.00 78280.00	
	•	TOTAL	5	091.62		
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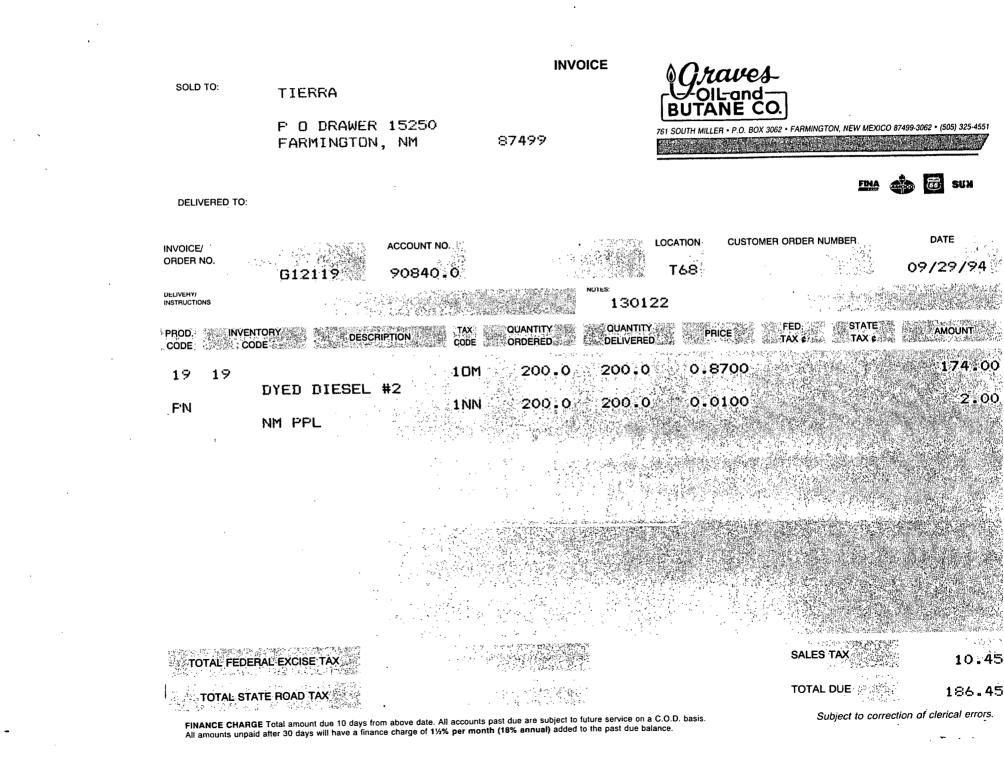
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		VIAL.	S FA	E: <b>(505) 327-72</b> x #: (505) 325-6666		hopis e		NTALS & SAL	ES 27	705
со) т	JMER			ion vouloment, industrial eou	L DATE OL 10/05		E IN/RETU	2/01/5	j-4	HOUHS DU: 2856.2
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		325-09			NONE	NUN III II ANN A	ta da k <u>ar</u> dikota	an ar Ko	lite a say a sa ti	, el en el papitor en atol
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1]	1	R4AC17.	RATE 4, AIR COMPRESS, TOWABLE 185 CFM, DIE	SEL FUEL	22.00	11.00	65.00	265.00	675.00	265.00
3 、4 7 5	i	PH412.	USE W/BLOWPIPE, PAINT PINTLE HOOK, SN 412 2'' SE. TUBE RECEIVE		0.00	0.00	0.00	0.00	0.00	0.00
6 7 1 8 9	1	TSNOTE.H	W/2 LOCK PINS,LANYAR CUSTOMER INITIAL CUSTOMER IS RESPONSE SAFE TRAILER/EQUIPME	BLE FOR	<b>U_UU</b>	0.00	0.00	0.00	0.00	0.00
11 12 19 14 15 10 17 18 20 21 22							Ì			
23 24										
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25	PG P	O LG EN	FINAL B	ILL					DELIVERY	
26		THANK	YOU!!						PICK-UP	
27									CLEANING	
									SUB-TOTAL	265.00
28					FUEL (Y	re	NQ. QF	PRICE	TAX	15.73
29	. مر	•		۵	EROSENE PROPANE O		E JALLONSILES	. JALLONS/LBS	FUEL	
. 30		ID BY:					والمرد المترج والع		CHARGE	280.73
mor	nth tollow	rina the states	R WORK DAYS - READ CON OW. All Invoices are due & p nent. A LATE CHARGE of 1% bit past due accounts.	ayable on the 10th of eac & PER MONTH (18% PE	n j:		3705794		S CHARGES	280.73
	GNATUR	· .					712792		DEPOSIT	280.73
1					TOTAL	5 1	DAYS O.	UU HE	SACOIUE	20V./J



32 6-6 124 1 R. ; Can INVOICE LIQUEFIED PETROLEUM GASES <€#&&@#₽> Gas Company P.O. BOX 610 BLOOMFIELD, N.M. 87413 505 632-2820 Customer's Order No. Date Name Address SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE. RETD. PAID OUT QUAN. DESCRIPTION PRICE AMOUNT 5 1  $\left| \right\rangle$ 51 25 1 Ð ٠, ÷., · . Accounts are due and payable on or before the 10th of the month. Delinquent accounts will be charged 1.75% late service charge (21.0% annual percentage). Accepted by the undersigned: 100 TAX 34556 HEC'D l TOTAL ALL claims and returned goods MUST be accompanied by this bill. HAZARDOUS MATERIAL SHIPPING PAPERS LIQUEFIED PETROLEUM GAS, 2.1 (FLAMMABLE GAS), UN 1075 PROPANE "NON-CORROSIVE" ONE TRUCK LOAD 21 1.94

7452 909 West Apselse Descrington, NM 87401 Off. (309) 325-0924 Fox: (505) 327-1471	TERMA REFERENCES 7451 SCOTTON ACTOR No. CONTRACTOR Contraction Action Free (RED) SEC. 571
CUSTOMER'S ORDER NO. DEPT. DATE	CUSTOMER'S ORDER NO. DEPT. DATE
Southwest Disposite 10-5-94	southwest 10-4-94
NAME CAULKINS.	FUFFRCREIAN LOSA Culant
ADDRESS TRIPHE 5 # 355 Dam	ADDRESS Shined to BASIN
	SOLD BY CASH C.O.D. CHARGE ON ACCT. MOSERETO, PAID OUT
SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT	
UAN. PRICE AMOUNT	OUAN PRICE AMOUNT
1 1 Produced LONTEN 9:45/20662	1 80 BBL, San Co Truck# 1540
1 2 11:15 120 bbb	
$1^{3}$ $1^{3}$ $120661$	
1 4 Southwest Water Disposal Water 3:32 120 BBL	
5 <u>5145</u> <u>120</u> <u>73</u> <u>82</u>	
6	
	14 DET 1 8 1994
15	
16	16 OUL CONO DIVO
17	17 DISTA 3
18	
REC'D BY	REC'D BY
and the second of the second	
REDIFORM KEEP THIS SLIP	REDIFORM KEEP THIS SLIP
5L350/01350 FOR REFERENCE	FOR REFERENCE

17 18 REC'D BY REDIFORM 5L350/01350	KEEP THIS SLIP FOR REFERENCE		IT     IT       IN     IN       REC'D BY     Information       REDIFORM     KEEP THIS SLIP       5L350/01350     FOR REFERENCE
16			16 DIST. 3
15			15 OIL COIN, DIV,
14		Č.	
<b>I</b> 3		2000 - 20	
12			
10		ý.	
5 10			
ð			
7	·		
6			1 6 Impoundment water 6 115pm 120 BBL
5			1 5 Impornalment unter 4:15 pm 120 BBC
4			1 4 Imperial Wheiter 2:20 m 120 BBC
3			1 3 TURAMANENT WASK 12:00 AM 120 BBC
2			1 2 Impoundment water 7:53 m 120 BBC
1			1 1 PRODUCED WATER (7:40 AM) 120 B.GL
SOLD BY	CASH C.O.D. CHARGE ON ACCT. MDSEREN	D. PAID OUT	OUAN PRICE AMOUNT
ADDRH 5	لح لح	)	ADDRESS TROPPLES, # 355 BASEN DES Sold BY CASH C.O.D. CHARGE ON ACCT. MOSERETD. PAID OUT
ДМГ	0-	-	NAME CALLERTON DD
CUSTOMER'S			CUSTOMER'S ORDER NO. DEPT. DATE
	TIERRA ENVIRONMENTAL CORP. 509 West Apache Fertuington, NM 87401 Off: (505) 325-0924 Fex: (505) 327-1471	1404	909 West Apasho Famington, NM 87401 Off: (505) 323-0924 Fax: (505) 327-1471
		7454	THEREA ENVIRONMENTAL CORP. (453

THERRA ENVIRONMENTAL CORP. 7456 909 Weat Apache Farnington, NIM 87401 Off: (505) 325-0924 Far: (505) 327-1471	THENRA ENVIRONDENTAL COMP. (455 SEC VERSION APPEND Der Gerschen Lage Der Gerschen Lage Der Gerschen Lage Der Gerschen Lage
CUSTOMER'S ORDER NO. DEPT. DATE	CUSTOMER'S ORDER NO. DEPT. DATE
Southwest Disposal 10-7-94	A, NAME
ADDRESS CFJ TRUCK # 202	T Kr #
· · · · · · · · · · · · · · · · · · ·	
SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSERETD. PAID OUT	CASH C.O.D. CHARGE ON ACCT. MDSE,RETD. PAID OUT
AN DESCRIPTION PRICE AMOUNT	
1 1 Impoundment water 9:34Am/20 BBL	1 T 2 3 4
1 <sup>1</sup> Impoundment water 9:34Am/20 BBL 1 <sup>2</sup> Impoundment water 11:41Am 120 BBL	
WE 1 3 Impoundment water 1: 32PM120 BBL	
Ut 1 4 TIMPOSENSIGENT WATCH 3:30pa 120 BBL	
	6
	· · · · · · · · · · · · · · · · · · ·
	. 8
	· 9
	10
12 12	12 111 107 0 0001 14
13	
14	
15	
	16 17
XMm parfate	X J. J. S.
REDIFORM     KEEP THIS SLIP       5L350/01350     FOR REFERENCE	REDIFORMKEEP THIS SLIP5L350/01350FOR REFERENCE

#### DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

DECEIVED

DATE: 10-1-94

OIL COM. DIV. DIST. 3

POND LEVEL 07:00 AM: 10/

NUMBER OF LOADS LEAVING: O VOLUME:

H2S READING 07:00 AM: Ø 07:00 PM: 6

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55 1/2 #15 TYPE: Kmr04

DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

#### DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

DECEIVED OCT 1 8 1994 OIL COM. DIV. DIST. 3

DATE: 10-2-94

POND LEVEL 07:00 AM: 10: 2/2

NUMBER OF LOADS LEAVING: O

H2S READING 07:00 AM: O

07:00 PM: 2

VOLUME:

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55 1/4

TYPE: Kannoy

COST:

DAILY COST: 92,5-0

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-3-94 OIL CON. DIV. DIST. 3 POND LEVEL 07:00 AM: 102/4 NUMBER OF LOADS LEAVING: VOLUME: 0 H2S READING 07:00 AM: 07:00 PM: Ò 0 DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55/9

TYPE: 12m Not DAILY COST: 92,50

COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

ILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

E DATE: 10-4-94 OIL COM. DIV. DIST. 3 102 48 POND LEVEL 07:00 AM: 1 a BOBYOLUME: NUMBER OF LOADS LEAVING: H2S READING 07:00 AM: 0 07:00 PM: 2 DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED:

ST& TYPE: KMNOY DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

I ROLL Z" FEAC TANK Stripping

FOR: HOLDING THANK COST:#42.29

DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL OCT 1 8 1994 OIL CON. DIV. DATE: DIST. 3 10-5-94 POND LEVEL 07:00 AM: 10344 GOO bbl Total 120 BBL eAch LOANS NUMBER OF LOADS LEAVING: 5 VOLUME: H2S READING 07:00 AM: 0 07:00 PM: 0 DISSOLVED OXYGEN AS TAKEN: N/A 55 % TYPE: KINNOY DAILY COST: 92,50 AMOUNT OF CHEMICAL USED: ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC) cost: #865" on monthly vate Impoundment . FOR: 1 AIR Compressor from PS & Rental to Replace one that is getting Repaired

DATE: 10-6-94POND LEVEL 07:00 AM: 104NUMBER OF LOADS LEAVING: 8 H2S READING 07:00 AM: 0.1 DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 10/4 #'3 TYPE: Kmwoy DAILY COST: 185-00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

VOLUME:

07:00 PM: Ø

DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

OIL CON. DIV.

DIT. 3

a) go BBL en 10 120 BBL en

920661s Total

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# Tierra Environmental Corporation Southwest Water Disposal Inventory

	Steel Connectors		
4 <sup>n</sup>	Nipple 8"	Ceiven	2
4"	4.044	CT. 1 0 1284 U	1
4"	Swedge 4" x 2"	- -	2
4 <sup>n</sup>	Change Over-Plug 4" x 2" OIL	Con. Div.	1
<b>4</b> "	Flat Plug	DISTL 3	2
<b>4</b> "	۲.		1
4"	Flapper Valve		1
4"	Valves (Need Rebuilt)		
4 <sup>n</sup>	Various pieces: Unions, Wings, N	ipples and Hose	
	Connections, Quick Couplings		
11/4"	Valves (New)		9
1" - 11/4"	$1 \frac{1}{2}$ " - 2" Assortment of Nipples, (	Collars, Unions	
<b>4"</b> , 6", 8"	Hose Clamps, Assortment of		
4	Lights, Two Stands		
4", 6", 8"	Gaskets, Bolt		
	Jumper Cables, Set		1
8"	Valve		1 2
<b>6</b> "	Valve		
	Fiberglass Boat and Oars, 10' x 5'		1
	Electric Motor, 150 Hp		1
	Electric Motor, 20 Hp		1
	6" Centrifical Pump		1
	Masport Pump (Vacuum)		1
	400 BBL Tanks		3 3
	210 BBL Tanks		
	100 BBL Tank (Hot Oil)		1
	Air Compressors (1 Bad motor)	ករប	2
	Fuel Tank App 2500 Gal (Graves	() <b>U</b> )	1 1
	Trailer House 8 x 18 First Aid Kit		1
			1
	Helmet, Face Shield Face Mask		1
	I ALL MADA		-

Water Can, 5 Gal TV Set (Dave Jacquez) Radio (Sid Knowlton) Coffee Pot Air Conditioner (Sid Knowlton) Lights (Pond) (Rob Dillard) Light (Inside Shed, Pond) **PVC** Used Pipe 1/2" ScH 40 3JS 2" 19 JTS ScH 40 45 JTS 21/2 **4**" 23 JTS ScH 40  $4^n$ 27 JTS Light WT Sewer Pipe 8" Sch 40 2 2 8" 15' Each Hose With Flanages Several Short Lengths of All Sizes Pond, ScH 40, In Use 38 JTS 21/2" ScH 70 JTS 4" ScH 40 20 JTS 6" ScH 40 38 JTs 8" **\$cH 40** JTS 4" 2 Ys 8" JTS Ys 6 4" 47 JTS Sewerpipe Light WT Pump Shed PVC 8" 2 Ts 8" 3 Collars Change Over 8" - 6" 8" 1 8" Change Over 8" - 6" 1 8" Bolt Flange, Pipe 1 3 6" Collars 6" Change Over Thread, Pipe 1 Bolt Flange, Pipe 6" 1 6" Change Over Pipe 4" Thread 2 6" 3'ScH 80 Pipe 1 2 4" Bolt Flange, Thread

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2 2

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4"	Collar	1
4 <sup>n</sup>	90° L	1
4"	End Caps	2
4"	Change Over 4" - 3" Thread	2
4"	T	1
4"	Pipe, Male Thread	11
4"	Pipe, Female Thread	3
4"	'T' Sewerpipe Light WT	1
4 <b>"</b>	90° L Light WT	1
4 <sup>n</sup>	Collar Light WT	1
	Pump House PVC	
3"	Change Over Pipe Female Thread	10
3"	Change Over Pipe Male Thread	7
3"	Change Over Pipe, 3"-2"	10
3"	Plug Thread	2
3"	90° 'L' Pipe Thread	7
3"	Nipple 4"	1
3"	Flanges, Bolt Thread	8
3"	Change Over, Male Thread, Hose	11
2"	Collar	1
2"	T	1
2"	90° 'L'	8
<u>2"</u>	End Caps	5
21/2	Change Over Collar $2^{1}_{2}$ - $3_{4}$	8
1"	Collars	7
1"	90° - 'L'	4
<b>•</b> .		.1
`	Small Bayos With Varians Sizes	mall
•	Small Boxes With Various Sizes S Pvc Nipples and Connections	mail
36"	Pipewrench Alum	2
24"	Pipewrench Alum	1
15"	Crescent	1
12"	Crescent	1

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End Wrenches	
<sup>3</sup> /8	1
7/16	1
11/16	1
3/4	1
13/16	1
<sup>7</sup> / <sub>8</sub>	1
15/16	1
1"	1
1 <sup>1</sup> / <sub>16</sub>	1
11/8	1
11/4	1
Tap and Die Set	1
Hand Saws, Worn Out	4
Hole Saws	3
Sledge Hammer, No Handle	1

TIERRA ENVIRONMENTAL C\_\_\_PORATION 907 West Apache, P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924

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Invoice No. 386 September 30, 1994 Project No. 94066

# ENERGY, MINERALS & NATURAL RESOURCES ATTN: ROGER ANDERSON 2040 PACHECO SANTA FE, NEW MEXICO 87505

Professional Services for Period Endings September 30, 1994

OCD - SOUTHWEST DISPOSAL September 15-30, 1994

PER CONTRACT 2 WEEKS @ \$ 3,394.79 PER WEEK

# **ADDITIONAL CHARGES**

KMnO4 12 DRUMS @ \$ 185.00 EA.

TOTAL

\$ 9,009.58

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2,220.00

\$ 6,789.58

OIL CON. DIV.

Terms: Net Due 30 Days After Receipt.

7480

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TIERRA ENVIRONMENTAL CORP. 909 West Apeshe Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471

CUSTOME	CUSTOMER'S ORDER NO.			DEP	т.			DATE						
		<u></u>		Cr	temica	L	9	9-26-94						
NAME	/	1. 1	Λ											
ADDRESS	201	HUNDST	ارم	15 <i>p0</i>	sac									
ADDRESS BLANCO. N.M.														
SOLD BY		11/		CASH	C.0.D.	CHARGE	ON ACCT.	MDSE RETD.	PAID OUT					
			A CON	- SC BIP	TION		Maria P		MOUNT					
3	1	KMNO	4	$\Delta$	·· 3 - 5 4/	25#5								
<u>्</u> र	2	MINO		9	110-2	23 3	an							
	2													
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	6							, ,						
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TIERRA ENVIRONMENTAL CORP. 909 West Apacho Farmington, NM 87401 Off: (505) 325-0924 Fax: (505) 327-1471

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DATE: 9.30-94POND LEVEL 07:00 AM: 10214NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: O 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: 4/4

AMOUNT OF CHEMICAL USED. 55.375#5 Kinwey DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Impandement COST: A comes potracium permangante @ 110-25 #'s ench

DATE: 9.29-99POND LEVEL 07:00 AM: [C] NUMBER OF LOADS LEAVING: C VOLUME: H2S READING 07:00 AM: C 07:00 PM:  $\bigcirc$ DISSOLVED OXYGEN AS TAKEN:  $\mu f A$ 

AMOUNT OF CHEMICAL USED: 10.25 H'S TYPE: Km 207

DAILY COST: /85,00

÷

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: An compresser COST: 200 Junions Diesel #1 Guinnis eil : Buturne 200 gallons Diesel

27 9-**31**-94 DATE: POND LEVEL 07:00 AM: 🚓 79/8 NUMBER OF LOADS LEAVING: Ø H2S READING 07:00 AM: φ

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED:

VOLUME:

07:00 PM:

TYPE: Km No4 DAILY COST: 185

OIL CON. D

DIST. 3

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

OIL CON. DIV. DIST. 3

DATE: 9-26-94

POND LEVEL 07:00 AM: 98 1/P

NUMBER OF LOADS LEAVING: Q VOLUME:

0.3 DEnny Fort 0.0 THErra H2S READING 07:00 AM:

DISSOLVED OXYGEN AS TAKEN: .....

AMOUNT OF CHEMICAL USED: 110.25 #'S TYPE: 16m Noil DAILY COST: 42.

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

. .......

. . . . . . . . . .

DATE: 9-25-94POND LEVEL 07:00 AM: 98 NUMBER OF LOADS LEAVING: VOLUME: H2S READING 07:00 AM: Q DISSOLVED OXYGEN AS TAKEN:  $\nu/4$ 

AMOUNT OF CHEMICAL USED:

SS#'S TYPE:

Kmr04

DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9-24-94

OIL COM. DIV.

POND LEVEL 07:00 AM: 97 1/4

NUMBER OF LOADS LEAVING: 🖉

H2S READING 07:00 AM: & 07:00 PM: a

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED:

55 #15 TYPE: KmNo4

VOLUME:

DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE:  $9 \ 23 \ 94$ POND LEVEL 07:00 AM:  $9_{6} \ 34$ NUMBER OF LOADS LEAVING: 0H2S READING 07:00 AM: 0DISSOLVED OXYGEN AS TAKEN:  $M_{A}$ 

TYPE:

AMOUNT OF CHEMICAL USED: 55 #15

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

plug

FOR: Compressor - 1 treeze

COST: \$1.90

DAILY COST: 72,

DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL DATE: 9-22-94 POND LEVEL 07:00 AM: 94 NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: A 07:00 PM: A DISSOLVED OXYGEN AS TAKEN: 3.9

AMOUNT OF CHEMICAL USED:

55#1, TYPE:

12mNo4

DAILY COST: 42,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

•	· · ·	· · ·
	DAILY R SOUTHWEST WAT CONTRACOR TIERRA	ER DISPOSAL
	DATE: 9-21-94	DECEIVED SEP 2 7 1994
	POND LEVEL 07:00 AM: 95 38	OIL CON. DIV. DIST. 3
	NUMBER OF LOADS LEAVING: $\bigotimes$	VOLUME:
	H2S READING 07:00 AM: Ø	07:00 PM: &
	DISSOLVED OXYGEN AS TAKEN: NA	
	AMOUNT OF CHEMICAL USED: 55#15	TYPE: KMWOY DAILY COST: 92,50
	ADDITIONAL PASS THRU COSTS (EXCLUD	ING ELECTRIC)
	FOR:	COST:

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OIL CON. DAV

DATE: 9-20-94

POND LEVEL 07:00 AM: 95 3/g

NUMBER OF LOADS LEAVING: d?

H2S READING 07:00 AM: 🖉

DISSOLVED OXYGEN AS TAKEN: W/12

AMOUNT OF CHEMICAL USED: 55 T'S TYPE: Kinned DAILY COST: 92,5

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

VOLUME: 270,000

07:00 PM: 战

OIL CON. DIV. DIM 3

DATE: 9-19-94

POND LEVEL 07:00 AM: 95

NUMBER OF LOADS LEAVING: 段

H2S READING 07:00 AM: 07:00 PM: 3  $\mathcal{O}$ 

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED:

VOLUME: 240,000

TYPE: Kimway DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

55 #1;

FOR:

以居CEII SEP 2 7 1 DATE: 9-18-94 OIL CON. DIV. DIST. 3 POND LEVEL 07:00 AM: 94 3/2 NUMBER OF LOADS LEAVING: OVOLUME: 07:00 PM: Ó H2S READING 07:00 AM: O DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55#5 TYPE: KMNOY DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9-77-94 POND LEVEL 07:00 AM: 94 NUMBER OF LOADS LEAVING: C VOLUME: H2S READING 07:00 AM: C 07:00 PM: C / DISSOLVED OXYGEN AS TAKEN: C /

AMOUNT OF CHEMICAL USED: 55 #5 TYPE: KMNOT DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: chemical mixing 1 box COST: \_\_\_\_\_ need cost 112tox gloves

DATE: 9-16-94	DECEIVED N SEP 2 7 1994
POND LEVEL 07:00 AM: $Q^{3}/q$ NUMBER OF LOADS LEAVING: ()	OIL CON. DIV. DIST. 3
H2S READING 07:00 AM: Õ	07:00 PM: 01
DISSOLVED OXYGEN AS TAKEN: $\mathcal{Z}_{+}$ $\mathcal{G}_{-}$	

AMOUNT OF CHEMICAL USED:  $55 \#_{5}$  TYPE:  $\mu_{m,no4}$  DAILY COST:  $92,5^{0}$ 

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ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Impound such 3 ciones polossicie COST: parminget to (10-25 # 2000)

DECENVER SEP 2 7 1994

DATE: 9-15-94

POND LEVEL 07:00 AM: 72 34

NUMBER OF LOADS LEAVING:

H2S READING 07:00 AM: 🕜

07:00 PM: O

VOLUME:

DISSOLVED OXYGEN AS TAKEN: A/A

AMOUNT OF CHEMICAL USED: /10 14 14

TYPE: Kmwod DAILY COST: 185.00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9-01-94

POND LEVEL 07:00 AM: 87 34

NUMBER OF LOADS LEAVING:

H2S READING 07:00 AM: 6.1 07:00 PM: 0.04

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 55 #'s TYPE: 16m No 4 DAILY COST: 9250

VOLUME:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

OIL CON. DIV. DIST. 3

DATE: 9-02-94

POND LEVEL 07:00 AM: 88 NUMBER OF LOADS LEAVING: 2 VOLUME: H2S READING 07:00 AM: 0.05 07:00 PM: 0.03 DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55#15 TYPE: 12mno4 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: HZS monitor - Z-AA BAttones COST: Z:53

DATE: 9-03-94

POND LEVEL 07:00 AM: 88"

NUMBER OF LOADS LEAVING: 😽 VOLUME:

H2S READING 07:00 AM: 07:00 PM: 0-1

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 55<sup>#</sup>'s TYPE: KMNU# DAILY COST: 92.<sup>50</sup>

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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DATE: 9-04-94

POND LEVEL 07:00 AM: 88

NUMBER OF LOADS LEAVING:  $\checkmark$  VOLUME:

H2S READING 07:00 AM: 6 07:00 PM: 6

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55 4'S TYPE: KINNOY DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9-05-94POND LEVEL 07:00 AM:  $88^{1}4$ NUMBER OF LOADS LEAVING: 6 VOLUME: H2S READING 07:00 AM: 0.1 07:00 PM: 0.1DISSOLVED OXYGEN AS TAKEN: M/A

AMOUNT OF CHEMICAL USED: 55-#'S TYPE: Km No 4 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

. . . .

DATE: 9-06-94 POND LEVEL 07:00 AM: 8944 NUMBER OF LOADS LEAVING: O VOLUME: H2S READING 07:00 AM: 0.03 07:00 PM: O DISSOLVED OXYGEN AS TAKEN: MAS

AMOUNT OF CHEMICAL USED: 40#; TYPE: 12mno4 DAILY COST: 67,27

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

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DATE: 9-07-94

POND LEVEL 07:00 AM:  $\mathcal{E}9^{34}$ NUMBER OF LOADS LEAVING:  $\mathcal{C}$  VOLUME: H2S READING 07:00 AM:  $\mathcal{C}$  07:00 PM:  $\mathcal{C}$ DISSOLVED OXYGEN AS TAKEN:  $\mathcal{M}_{\mathcal{M}}$ 

AMOUNT OF CHEMICAL USED: 55 #15 TYPE: KIMNOY DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Are compressen COST: le-Grommets for Are lines

DATE: 9-08-94

POND LEVEL 07:00 AM:  $90\frac{1}{2}$ " NUMBER OF LOADS LEAVING:  $\bullet$  VOLUME: H2S READING 07:00 AM:  $\bullet$  07:00 PM:  $\bullet$ DISSOLVED OXYGEN AS TAKEN:  $M_{1}$ 

AMOUNT OF CHEMICAL USED: 55#'s TYPE: KmN04 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Has & sulfile Tests - Distilled water COST: 81\$

BAMK #3 - 4" PUC TEE

DATE: 9-9-94 POND LEVEL 07:00 AM: 9/12 NUMBER OF LOADS LEAVING: 🔶 VOLUME: H2S READING 07:00 AM: 0-03 07:00 PM: 0.0 DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55#'S TYPE: KMN04 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9 - 60 - 94POND LEVEL 07:00 AM:  $91^{3}/4^{4}$ NUMBER OF LOADS LEAVING:  $3^{-1}$  VOLUME: H2S READING 07:00 AM:  $6^{-1}$  07:00 PM:  $0^{-1}$ DISSOLVED OXYGEN AS TAKEN: M

AMOUNT OF CHEMICAL USED: 55#, TYPE: Know DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

DATE: 9-11-94 POND LEVEL 07:00 AM: 92/4 NUMBER OF LOADS LEAVING:  $\mathscr{V}$ VOLUME: H2S READING 07:00 AM:  $\Theta$ 07:00 PM: 🕹 DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 55 #15 TYPE: KINNU H DAILY COST: 42,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

:

DATE: 9-12-94

:

POND LEVEL 07:00 AM: 92 34

NUMBER OF LOADS LEAVING: & VOLUME:

H2S READING 07:00 AM: 0.05 07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: MA

AMOUNT OF CHEMICAL USED: 55. 375 # TYPE: //m/04 DAIL

DAILY COST: 97,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

POND LEVEL 07:00 AM:  $9_2 \frac{3}{4}$ NUMBER OF LOADS LEAVING:  $\leftrightarrow$  VOLUME: H2S READING 07:00 AM:  $\leftrightarrow$  07:00 PM:  $\leftrightarrow$ DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 110.25 #'S TYPE: Kmwod DAILY COST: )85,00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

:

DATE: 9-13-94

#### DAILY REPORT SOUTHWEST WATER DISPOSAL CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-14-94POND LEVEL 07:00 AM:  $92\frac{3}{4}$ NUMBER OF LOADS LEAVING: VOLUME: H2S READING 07:00 AM: O7:00 PM: Q DISSOLVED OXYGEN AS TAKEN: N/N

AMOUNT OF CHEMICAL USED: 55#'S TYPE: Knno4 DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

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SEP-19-94 MON 15:29 OIL	CONSERVATION	DIV , P.02	
TIERRA ENVIRONMENTAL CORPOR	ATION		
907 West Apache, P.O. Drawer 15250 Farmington, New Mexico 87401 (505) 325-0924	RECEIVED	· •	
	SEP 1 9 1994	Invoice No. 375	
	OIL CONSERVATION DIV. SANTA FE	September 15, 1994	
ENERGY, MINERALS & NATURAL R ATTN: ROGER ANDERSON 2040 PACHECO SANTA FE, NEW MEXICO 87505		Project No. 94066	
Professional Services for Period Endings			
OCD - SOUTHWEST DISPOSAL September 1-14, 1994			
PER CONTRACT 2 WEEKS @ \$ 3,394.	79 PER WEEK	\$ 6,789.58	
ADDITIONAL CHARGES			
OVERTIME FOR LABOR DAY			
STIPERVISOR 8 HRS (4-5-5-44) TECH 8 HRS. @ \$-4.84 TECH 8 HRS. @ \$-4.84	\$ 43.52 38.72 38.72		
To 36 drums Middle & URITMS @ \$ 100 AD 5	A 1.665.00	Used 1362.27	
TOTAL CONTRINCT CHARGES	/	1,7 <b>85</b> .96	
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## MERCHANDISE SALE SAMON'S DO-IT YOURSELF CENTERS 2600 EAST 20TH STREET FARMINGTON, NM 87401 PH: 327-5059

STORE # 03	DATE: 09/14/94 WEDNESDAY	AT: 12:13PM	INVOICE#:	03-503691
LN CAT-SKU	DESCRIPTION	QTY	UN PRICE	EXTENTION
1) 080-314 2) 080-331 3) 059-373	1 QUART PVC CÉMENT 1 QUART PURPLE PRIMER 3/4" X CL GALVANIZED NIPPLES	· 1	EA 7.39 EA 7.39 EA 0.69	7.3
		ε	SUB TOTAL	15.4 0.92
		56	ALE TOTAL	16.39
<b>T</b>  -	ANK YOU FOR SHOPPING AT SAMONS	AMOUNTS	TENDERED	

THANK YOU FOR SHOPPING AT SAMONS SALESMAN: 3427 - MARCELLUS A. NOTAH AMOUNTS TENDERED VISA

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96/191/39 INFE ACCOUNT NUMBER 42535489439996659 SIGATURE X TOP COPT-REACTION SUTTON COPY-CUSTOMER UE APPRECIATE YOUR BUSINESS 13.50369T ALES DAAF1 **UANAA** 638 E. 2011 06008253 SHIRWS 9549 12:19:32 \$16.39101H

#### State of New Mexico ENERGY, MINERALS and NATURAL RESOURCES DELATMENT Santa Fe, New Mexico 87505



Now Micros DRUG FREE == Ho a State of Mindl

BRUCE KING GOVERNOR August 25, 1994

ANITA LOCKWOOD CABINET SECRETARY

Richard Cheney Tierra Environmental Corp. 909 W. Apache Farmington, NM 87401

#### Re: Contract

Dear Mr. Cheney:

Enclosed please find the executed professional services agreement between the New Mexico Energy, Minerals and Natural Resources Department and Tierra Environmental Corporation. If you have any questions, please contact Roger Anderson at 827-5812.

Sincerely,

Lvh Hebert

Lyn Hebert Deputy General Counsel

cc: Roger Anderson

VILLAGRA BUILDING - 408 Galisteo

Forestry and Resources Conservation Division P.O. Box 1948 87504-1948 827-5830 Park and Recreation Division P.O. Box 1147 87504-1147 827-7465 2040 South Pacheco Office of the Secretary

e of the Secri 827-5950

Administrative Services 827-5925 LAND OFFICE BUILDING - 310 Old Santa Fe Trail

Oil Conservation Division P.O. Box 2088 87504-2088 827-5800

Energy Conservation & Management 827-5900 Mining and Minerals

Contract No. <u>95-521.25-057</u>

### STATE OF NEW MEXICO

#### **PROFESSIONAL SERVICES AGREEMENT**

#### **BETWEEN THE**

#### ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

#### AND

### TIERRA ENVIRONMENTAL CORPORATION

THIS AGREEMENT is made and entered into by and between New Mexico Energy, Minerals and Natural Resources Department or its successor agency (EMNRD) and Tierra Environmental Corporation (Contractor).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work: Contractor shall:

A. Provide professional services when requested by EMNRD in order to protect the public health from potentially harmful emissions of hydrogen sulfide gas ( $H_2S$ ) during the term of this Agreement. Contractor shall perform the work necessary to supervise, maintain and operate the equipment necessary for continued evaporation and  $H_2S$  abatement at the Southwest Water Disposal (SWD) facility located in the SE/4 of the SW/4 Section 32, Township 30 North, Range 9 West, NMPM, San Juan County, New Mexico (Facility).

B. Maintain maximum safe fluid evaporation rates at the Facility.

C. Comply as an operator with the Contingency Plan for H<sub>2</sub>S monitoring

requirements and emergency procedures, attached hereto as "Exhibit A."

D. The work performed by Contractor will be under the supervision of an EMNRD representative. EMNRD shall have sole authority to approve any changes to the Scope of Work or any purchases of supplies, equipment or materials required to protect the public health and the environment, including those set forth in Paragraph 2.A. (2), below.

E. Contractor agrees to commence services to protect the public health from potentially harmful emissions of  $H_2S$  at the Facility within six (6) hours of notification by EMNRD.

### 2. <u>Compensation</u>:

A. EMNRD shall pay Contractor for services rendered and make reimbursement set forth in Paragraph 2.A.(2), below, up to a maximum of Eighty Thousand Dollars (\$80,000.00), which shall include New Mexico Gross Receipts taxes. Payment of that total amount shall not relieve Contractor of any unperformed obligations under Paragraph 1.

(1) Payment for professional services shall be at a rate of Three Thousand Three Hundred Ninety Four Dollars and Seventy Nine Cents (\$3,394.79) per week, paid on a monthly basis.

(2) In order to keep the Facility operating during the term of this Agreement, and in addition to the payment for professional services, EMNRD will reimburse Contractor for the following subject to receipt of the required documentation pursuant to Paragraph 2.C. below:

(a) cost for electricity to operate the Facility;

(b) cost for the chemicals required to prevent emissions of  $H_2S$  at the Facility:

(c) cost for diesel fuel required to operate the Facility; and

(d) costs for necessary repair and maintenance, labor and parts,

to the Facility.

B. Contractor shall be responsible for paying New Mexico Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. All payments under this Agreement shall be made by EMNRD upon receipt of detailed and certified statements evidencing to the satisfaction of EMNRD the propriety of each payment.

3. <u>Term</u>: This Agreement is effective on signature both parties. This Agreement shall expire on November 30, 1994, unless earlier terminated pursuant to Paragraph 4, <u>below</u>.

4. <u>Termination</u>: This Agreement may be terminated by Contractor upon written notice delivered to EMNRD at least sixty (60) days prior to the intended date of termination. This Agreement may be terminated by EMNRD upon written notice delivered to Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations or duties incurred prior to the date of termination.

5. <u>Status of Contractor</u>: Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of EMNRD. Contractor and its agents and employees shall not accrue leave,

retirement, insurance, bonding, use of state vehicles, or any other benefit afforded to employees of EMNRD by virtue of this Agreement.

6. **Assignment**: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval from EMNRD.

7. <u>Subcontracting</u>: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval from EMNRD.

8. <u>Records and Audit</u>: Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall permit any authorized representative of EMNRD, DFA and the New Mexico State Auditor to inspect and audit all data and records of Contractor relating to performance under this Agreement for three (3) years after final payment has been made. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. Payment under this Agreement shall not foreclose the right of EMNRD to recover incorrect, excessive or illegal payments. The periods of inspection and audit are for records which relate to litigation or settlement of claims arising out of performance of this Agreement.

9. **Appropriations**: The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. If sufficient appropriation is not granted, this Agreement shall terminate upon written notice

from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding and accepted by Contractor.

10. **Release**: Contractor, upon final payment of all amounts due under this Agreement, releases EMNRD and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein, without express written authority from EMNRD, and then only within the strict limits of that written authority.

11. **Confidentiality**: Pursuant to Section 71-2-8, NMSA 1978 all confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without prior written approval from EMNRD.

12. **Product of Services: Copyright:** All materials developed or acquired by Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to EMNRD not later than the expiration date of this Agreement. Nothing produced, in whole or in part, by Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of Contractor.

13. <u>Conflict of Interest</u>: Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance under this Agreement.

14. <u>Amendment</u>: This Agreement shall not be changed or amended except by written instrument executed by the parties.

15. <u>Waiver</u>: No waiver of any breach of this Agreement or any of the terms or conditions hereof shall be a waiver of any other or subsequent breach; no waiver shall be valid or binding unless the same be in writing and signed by the party alleged to have granted the waiver.

16. <u>Scope of Agreement</u>: This Agreement incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this written Agreement. No other assurance, verbal or otherwise shall be valid or enforceable except as embodied in this Agreement.

17. **Compliance with Funding Source Conditions**: Contractor shall comply with all applicable state statutes, rules and regulations imposed as a consequence of funding pursuant to this Agreement.

18. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. In accordance with those laws and all regulations issued pursuant thereto, Contractor agrees that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct those deficiencies.

19. **Procurement. Utilization and Disposition of Property**: If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD,

Contractor shall account for the property and dispose of it as directed by EMNRD. Reports of property acquired shall be made to EMNRD within one (1) month following such acquisition.

20. <u>Minimum Wage Rate</u>: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Labor and Industrial Commission, and with all other applicable requirements of that Commission, including posting of the wage rates in a prominent location on the site of hiring for and performance of this Agreement.

21. <u>Hold Harmless Agreement</u>: Contractor shall defend, indemnify and hold EMNRD, the State of New Mexico, its officers and employees harmless from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendment hereto in the proportion that the tortious act or omission of Contractor, its officers, employees, servants or agents has caused such liability. Nothing in this Agreement shall be deemed to be a waiver by the State of New Mexico of the provisions of the Tort Claims Act, Sections 41-4-1, et seq, NMSA 1978.

#### 22. Duty to Insure:

A. During the term of this Agreement and any amendment hereto, Contractor shall maintain in force a policy or policies of insurance providing:

(1) Worker's Compensation protection which complies with the requirements of the New Mexico Worker's Compensation Act, Sections 52-1-1 et seq., NMSA 1978, if applicable.

(2) Comprehensive public liability protection covering property

damage and personal injury liability which may arise under this Agreement and any amendment hereto, in amounts equal to or greater than liability limits set forth in Section 41-4-19, NMSA 1978 as may be amended from time to time. Such policy or policies shall name the State of New Mexico and EMNRD as co-insured or as principal beneficiaries.

B. Contractor shall provide EMNRD with proof of coverage evidencing compliance with this Section within a reasonable time of execution of this agreement. Contractor shall not commence any work under this agreement until the required insurance coverage is obtained. Contractor shall notify EMNRD within ten (10) days after cancellation or expiration of any required Workers' Compensation or public liability insurance coverage.

23. <u>Attorney's Fees and Costs</u>: Contractor agrees that if it is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, EMNRD may recover from Contractor reasonable attorney's fees and costs in connection with litigation brought to obtain such judicial determination.

24. <u>Criminal and Civil Liability</u>: The New Mexico Procurement Code, Sections 13-1-28 through 199, NMSA 1978 imposes criminal and civil penalties for its violation. New Mexico criminal statutes further impose felony penalties for payments of illegal bribes, gratuities or kickbacks.

25. <u>Applicable Law</u>: This Agreement shall be governed by the Laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have herein below executed this

Agreement.

## STATE OF NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

By: 4 Title: 8 a, î Date:

## TIERRA ENVIRONMENTAL CORPORATION

By: Title: \_ 91 Date:

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The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

## STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

201279 00 6 I.D. No.: By: Date:

#### Exhibit A

OCD requires all commercial and centralized disposal facilities to comply with a Hydrogen Sulfide ( $H_2S$ ) Prevention and Contingency Plan. The Contingency Plan includes the following conditions:

- A. Daily tests must be conducted and records made of the pH in the pond. If the pH falls below 8.0, remedial steps will be taken immediately to raise the pH to 8.0.
- B. Weekly tests must be conducted and records made of the dissolved sulfide concentration in the pond.
- C. Dissolved oxygen monitoring of all commercial and centralized ponds must be conducted a minimum of twice daily that includes measurements of the dissolved oxygen one foot off the bottom of the pond. Tests must be conducted and records made to determine the dissolved oxygen levels in the pond according to the following procedure:
  - 1. Tests must be conducted at the beginning and end of each day, or at least twice every twenty-four hour period.
  - 2. The sample for each test must be taken one foot from the bottom of the pond.
  - 3. The location of each test must vary around the pond.
  - 4. If any test shows a dissolved residual oxygen level of less than 0.5 parts per million (ppm), immediate steps must be taken to oxygenate the pond and create a residual oxygen level to at least 0.5 ppm. Remedial measures may include adding chemicals or increased aeration.
- D. Tests of ambient H<sub>2</sub>S levels must be conducted and records made. Such tests are to be made at varying locations around the berm of the pond and around the perimeter of the facility. Tests must be conducted twice per day. The wind speed and direction are to be recorded in conjunction with each test.
- E. If an  $H_2S$  reading of 0.1 ppm or greater is obtained:
  - 1. A second reading is to be taken on the down wind berm within one hour;
  - 2. The dissolved oxygen and dissolved sulfide levels of the pond shall be tested immediately and the need for immediate treatment will be

determined;

- 3. Tests for H<sub>2</sub>S levels are to be made at the fence line, downwind from the pond.
- F. If two consecutive  $H_2S$  readings of 0.1 ppm or greater are obtained:
  - 1. The operator will notify the OCD Aztec office immediately;
  - 2. The operator will commence hourly monitoring on a 24-hour basis;
  - 3. The operator will obtain daily analysis of dissolved sulfides in the ponds.
- G. If an  $H_2S$  reading of 10.0 ppm or greater at the facility fence line is obtained:
  - 1. The operator will immediately notify the OCD and the following public safety agencies:

State Police County Sheriff

2. The operator will initiate notification of all persons residing within one-half  $(\frac{1}{2})$  mile of the fence line and assist public safety personnel with evacuation as requested.