



AE Order Number Banner

Report Description

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App Number: pEEM0420233082

NM - 29

SOUTHWEST WATER DISPOSAL



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RECEIVED

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TX 75202-2733

94 SEP 5 AM 8 50

1 SEP 1 1994

RECEIVED
OCT 14 1994

OIL CON. DIV.
DIV. 3

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,

Mac A Weaver

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

City of Farmington

4,640.03

Arrow Gas Company

19.42

(Copies of Invoices attached for above charges)

TOTAL

\$ 8,125.12

RECEIVED
DEC - 7 1994

OIL CON. DIV.
DIST. 3

C&L IRRIGATION INC
 PO BOX 685
 FLORAVISTA NM 87415
 505-334-9282

CUSTOMER'S ORDER NO.	DATE 11-28 1994
NAME CASH	
ADDRESS	

SOLD BY CASH C.O.D. CHARGE ON ACCT. MOSE. RETD. PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
2	4" COUPLINGS- PVC	3.89	7 78
PAIN			
Verbal Approval - D. Foust			
Tax			44
Total			8 22

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

92894

REC'D BY _____

England Sales Service CO.

INVOICE

046940

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

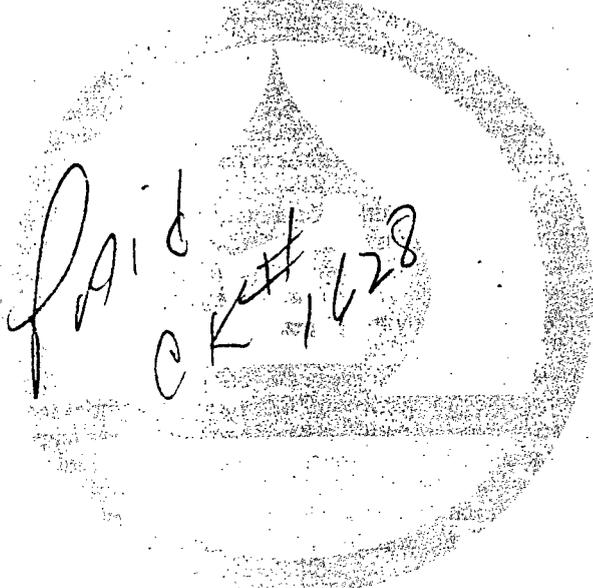
SOLD TO:

SHIP TO: CASH

[CASH]

GEN 038134

CASH	QTY	UNIT	DESCRIPTION	PRICE	TOTAL	DATE	AMOUNT
			Counter Pickup			11/22/94	1
	1	0	24-417-050	64.18	64.18		
	1	0	35-070-005	2.86	2.86		
	1	0	35-717-005	3.32	3.32		



Verbal Approval - D. Jucist

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.

170.00

14.18

AUTHORIZED SIGNATURE:

Thank You

179.18

England Sales Service CO.

INVOICE

046983

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

SOLD TO:

SHIP TO: CASH2

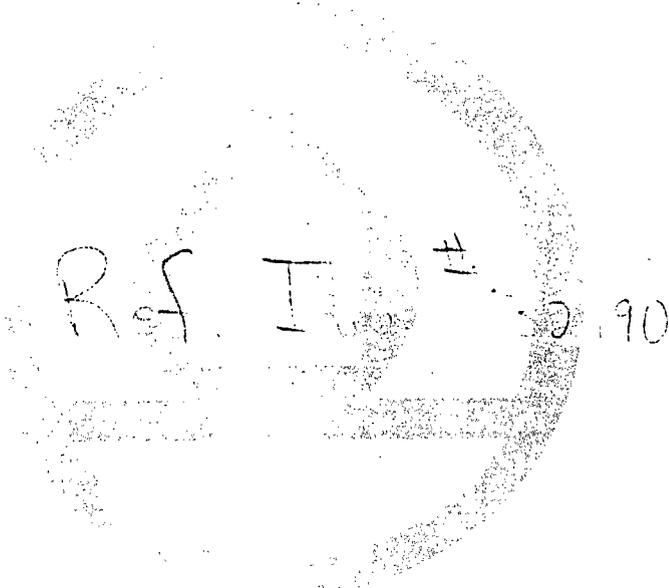
CASH2

QEH 032189

CASH2 DG Counter Pickup Cash 11/28/94 1

***** RETURN *****

1- 0 0 24-417-000 8 5-40 lbs 45 ELBOW 64.18 64.18



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

164.18

13.81

AUTHORIZED SIGNATURE:

Thank You

187.99

England Sales Service CO.

INVOICE

046984

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

SOLD TO:

SHIP TO: CRSH2

[Cash2]

GEN 032190

CRSH2	DG		Counter Pickup		Cash	11/28/94	1
1	1	0	29-617-040	4 5-80 SXS 45 ELBOW	39.58		139.58
1	1	0	35-070-005	1/2 PT P-70 PRIMER	2.08		12.08
1	1	0	35-705-003	1/4 PT P-705 CEMENT	2.12		12.12

PAID CASH OUT
11/28/94
Ref. Invoice # 3089
37.99
-17.02
20.97
Verbal Approval - D. First

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.

144.58

12.55

AUTHORIZED SIGNATURE:

Thank You

147.03

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

Invoice No. 417 REV
November 29, 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 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>

(Copies of Invoices attached for above charges)

TOTAL **\$ 7,653.65**

Terms: Net Due 30 Days After Receipt.

RECEIVED
DEC - 7 1994
OIL CON. DIV.
DIST. 3

Date 11/22/94

11751

PREVIOUS SALE NO.	CODE	GALLON READING-START	10ths
YOUR SALE NO.		GALLON READING-FINISH	



P.O. Box 217
 826 Highway 550
 Flora Vista, NM 87415
 (505) 334-7505
 Kirtland, NM
 (505) 598-0620

CUSTOMER ID NO.	CHARGE	CASH	ROA	P.O. NUMBER
		X		

NAME Tierra ENVIRONMENT

ADDRESS _____

SIZE _____ % _____ % SER. # _____

P-CODE	PRODUCT	PRICE	GALLONS	AMOUNT
	L.P. GAS - FLAMMABLE	77.5	3.85	
	TAX			22
TOTAL				4.07

TAX EXEMPT CODE

SNIFF TEST
 YES NO

COMPANY OR DRIVER NO.
12

REC'D BY Verbal Approval - D. Faust

PAYMENT TERMS. NET 10 DAYS • DUE AND PAYABLE IN FULL 10 DAYS FROM DATE OF DELIVERY AND OR SERVICE. Failure to pay the full account balance within 30 days from date of delivery and or service shall result in a default and the assessment of a LATE PAYMENT and or RE-BILLING FEE. The assessed fee shall be equal to the greater of 1 1/2 % per month of the past due balance or \$2.00 per month.

SEE BACK FOR IMPORTANT SAFETY INFORMATION

INVOICE
LIQUEFIED PETROLEUM GASES

←ARROW→ Gas Company

P.O. BOX 610
BLOOMFIELD, N.M. 87413
505 632-2820

Customer's Order No. _____ Date 11-16 1991

Name Tierra Environment

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION				PRICE	AMOUNT	
1	20 barrel 08034713					6.13	
	(5)						
VERBAL Approval by Denny Feist							
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	31
34640						REC'D BY <u>[Signature]</u>	TOTAL 6.17

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

INVOICE
LIQUEFIED PETROLEUM GASES

←ARROW→ Gas Company

P.O. BOX 610
BLOOMFIELD, N.M. 87413
505 632-2820

Customer's Order No. _____ Date 11-16 1991

Name _____

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT	
QUAN.	DESCRIPTION				PRICE	AMOUNT	
	1 =						
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	AL
4						REC'D BY <u>[Signature]</u>	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

INVOICE



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

SOLD TO: TIERRA

P O DRAWER 15250
FARMINGTON, NM

87499

DELIVERED TO:



INVOICE/ ORDER NO. G15003	ACCOUNT NO. 90840.0	LOCATION B02	CUSTOMER ORDER NUMBER	DATE 11/18/94
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DELIVERY/
INSTRUCTIONS

NOTES:

132892

PROD. CODE	INVENTORY CODE	DESCRIPTION	TAX CODE	QUANTITY ORDERED	QUANTITY DELIVERED	PRICE	FED. TAX ¢	STATE TAX ¢	AMOUNT
19	19	DYED DIESEL #2	ND2	100.0	100.0	0.8800		.180000	106.00
PN		NM PPL	1NN	100.0	100.0	0.0100			1.00

Verbal approval - D. Foust

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 1% per month (18% annual) added to the past due balance.

Subject to correction of clerical errors.

TERRA ENVIRONMENTAL CORP.

7302

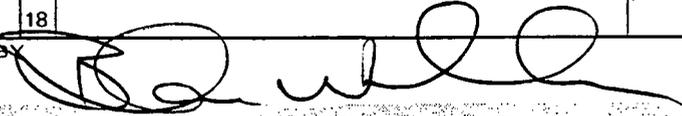
909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-16-94
NAME Southwest Disposal		
ADDRESS Blanco, NM		

SOLD BY DL	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
---------------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
4	1	16mm ⁴ (2) 110.25 #s PA		
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			

REC'D BY



REDIFORM
 5L350/01350

**KEEP THIS SLIP
 FOR REFERENCE**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RECEIVED

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TX 75202-2733

94 SEP 5 AM 8 50

1 SEP 1 1994

RECEIVED
OCT 14 1994

OIL CON. DIV.
DIST. 3

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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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,

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



CONSERVATION DIVISION
RECEIVED
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 6

1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

94 SEP 5 AM 8 50

1 SEP 1 1994

RECEIVED
OCT 14 1994
OIL CON. DIV.
BOSTON

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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Sincerely yours,

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



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RECEIVED

REGION 6

1445 ROSS AVENUE, SUITE 1200
DALLAS, TX 75202-2733

94 SEP 5 AM 8 50

USEP 1 1994

RECEIVED
OCT 14 1994

OIL CON. DIV.
BIS. 3

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

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Sincerely yours,

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



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

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

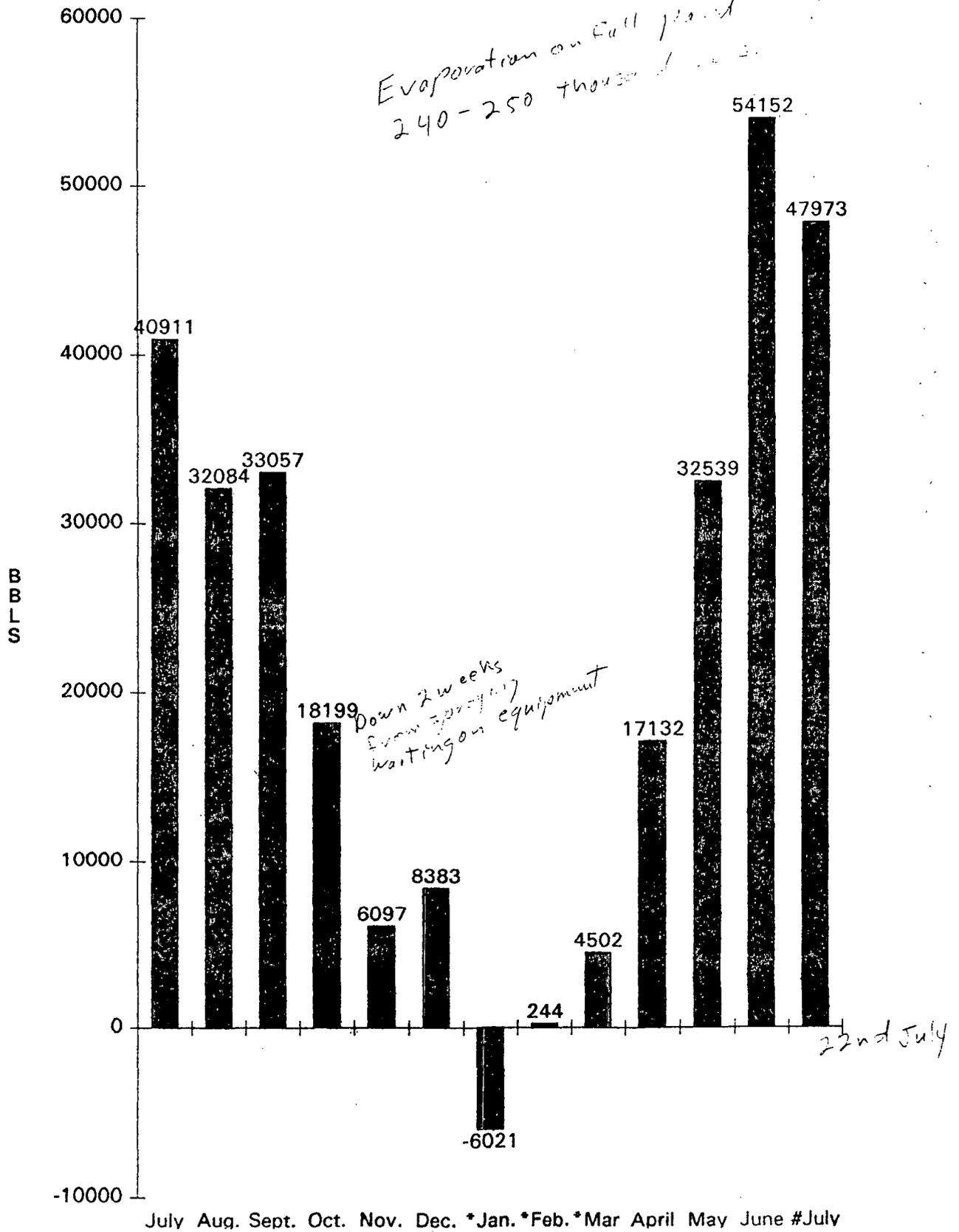
Pump: May need to be changed out due to volume and lift.

Attachments: Seven pages

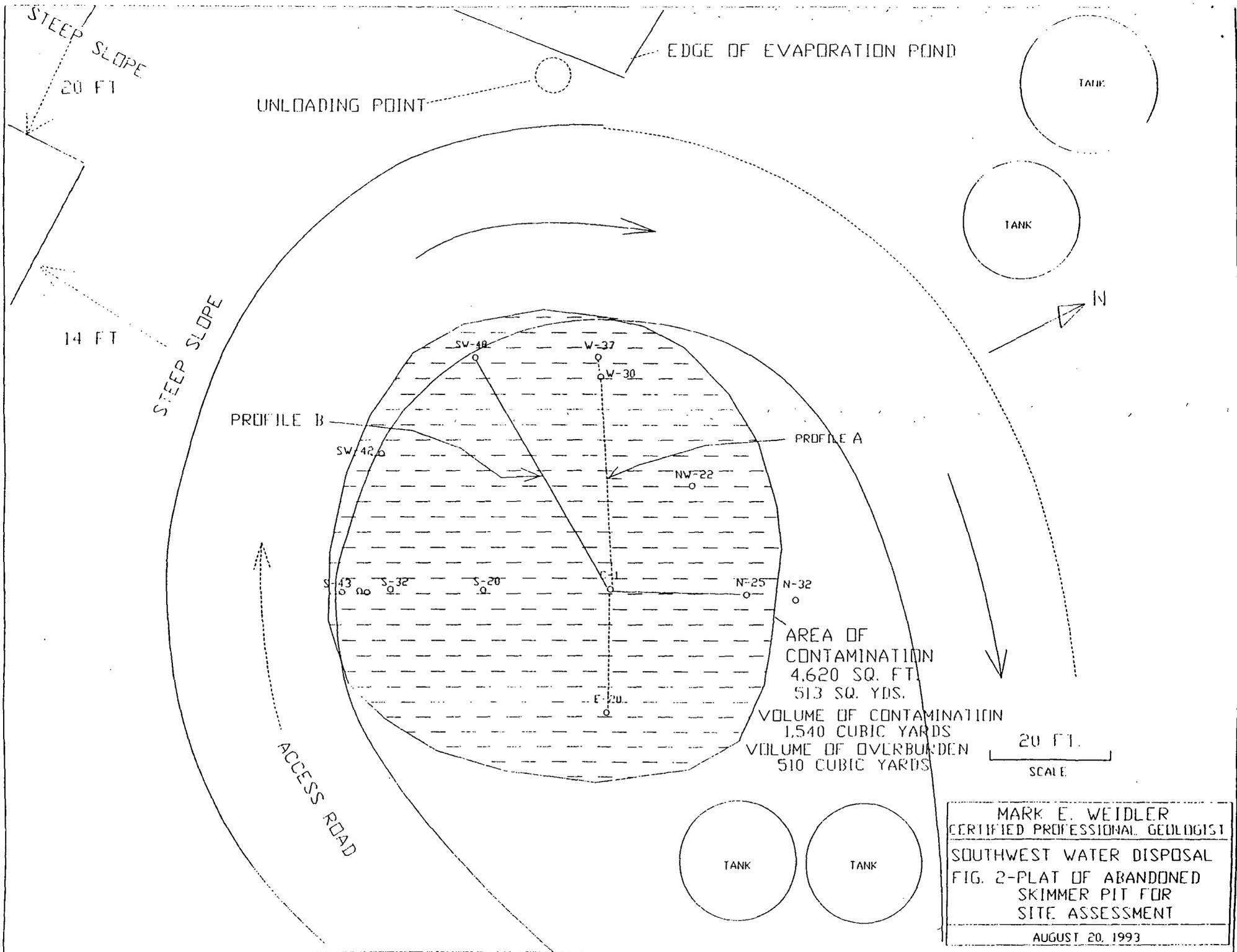
Southwest

Evaporation

July 1993 through July 22, 1994



* = no electricity # = July 1 through July 22, 1994



EDGE OF EVAPORATION POND

TANK

UNLOADING POINT

TANK

N

STEEP SLOPE
20 FT

14 FT

STEEP SLOPE

PROFILE B

PROFILE A

SW-42

NW-22

S-43

S-32

S-20

N-25

N-32

E-20

AREA OF
CONTAMINATION
4,620 SQ. FT.
513 SQ. YDS.

VOLUME OF CONTAMINATION
1,540 CUBIC YARDS
VOLUME OF OVERBURDEN
510 CUBIC YARDS

20 FT.

SCALE

ACCESS ROAD

TANK

TANK

MARK E. WEIDLER
CERTIFIED PROFESSIONAL GEOLOGIST
SOUTHWEST WATER DISPOSAL
FIG. 2-PLAT OF ABANDONED
SKIMMER PIT FOR
SITE ASSESSMENT
AUGUST 20, 1993

SOUTHWEST WATER DISPOSAL SKIMMER PIT

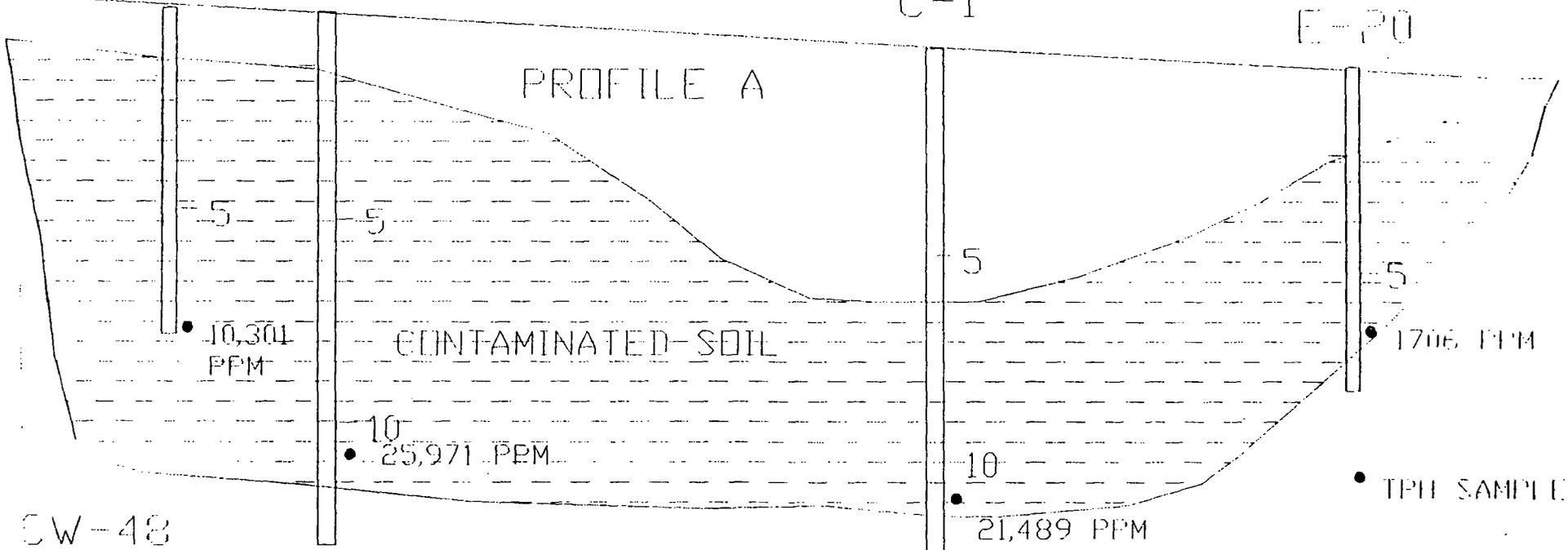
W-37

W-30

C-1

E-20

PROFILE A



CW-48

21,489 PPM

TPH SAMPLE

C-1

N-25

PROFILE B

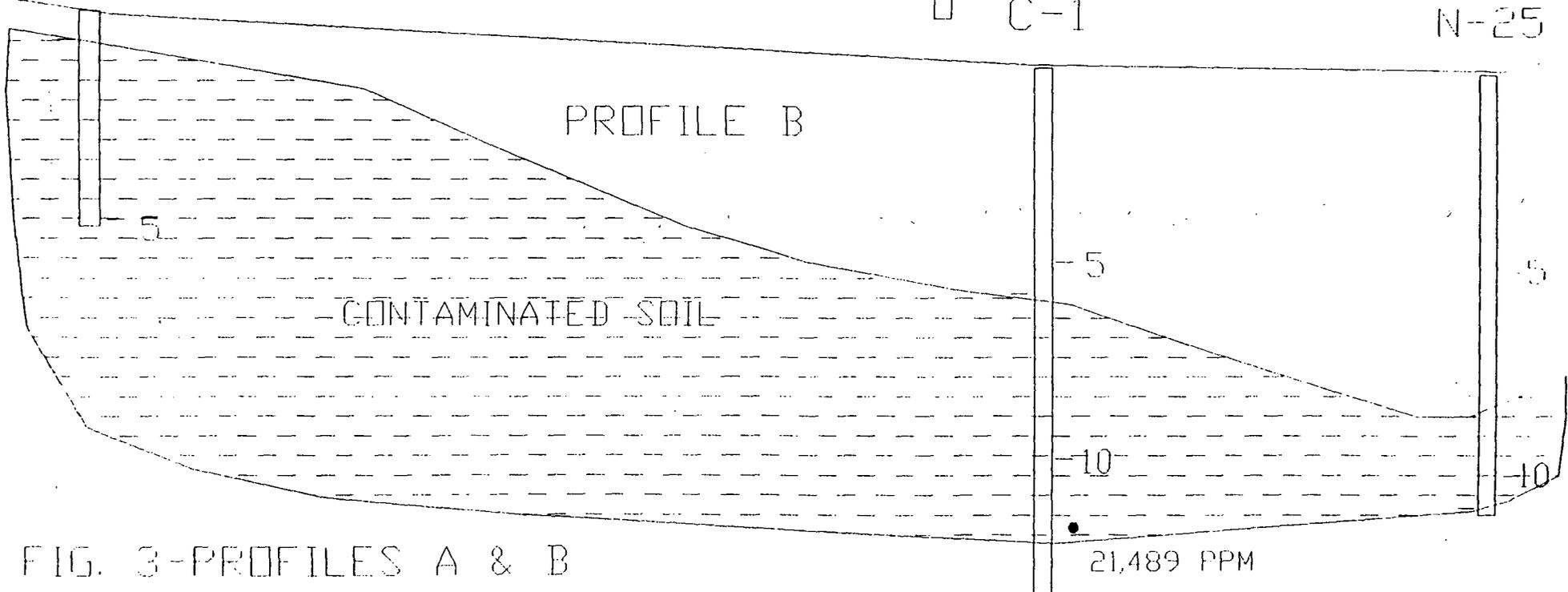


FIG. 3-PROFILES A & B

21,489 PPM

**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:
 - 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 double-lined 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

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.



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

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

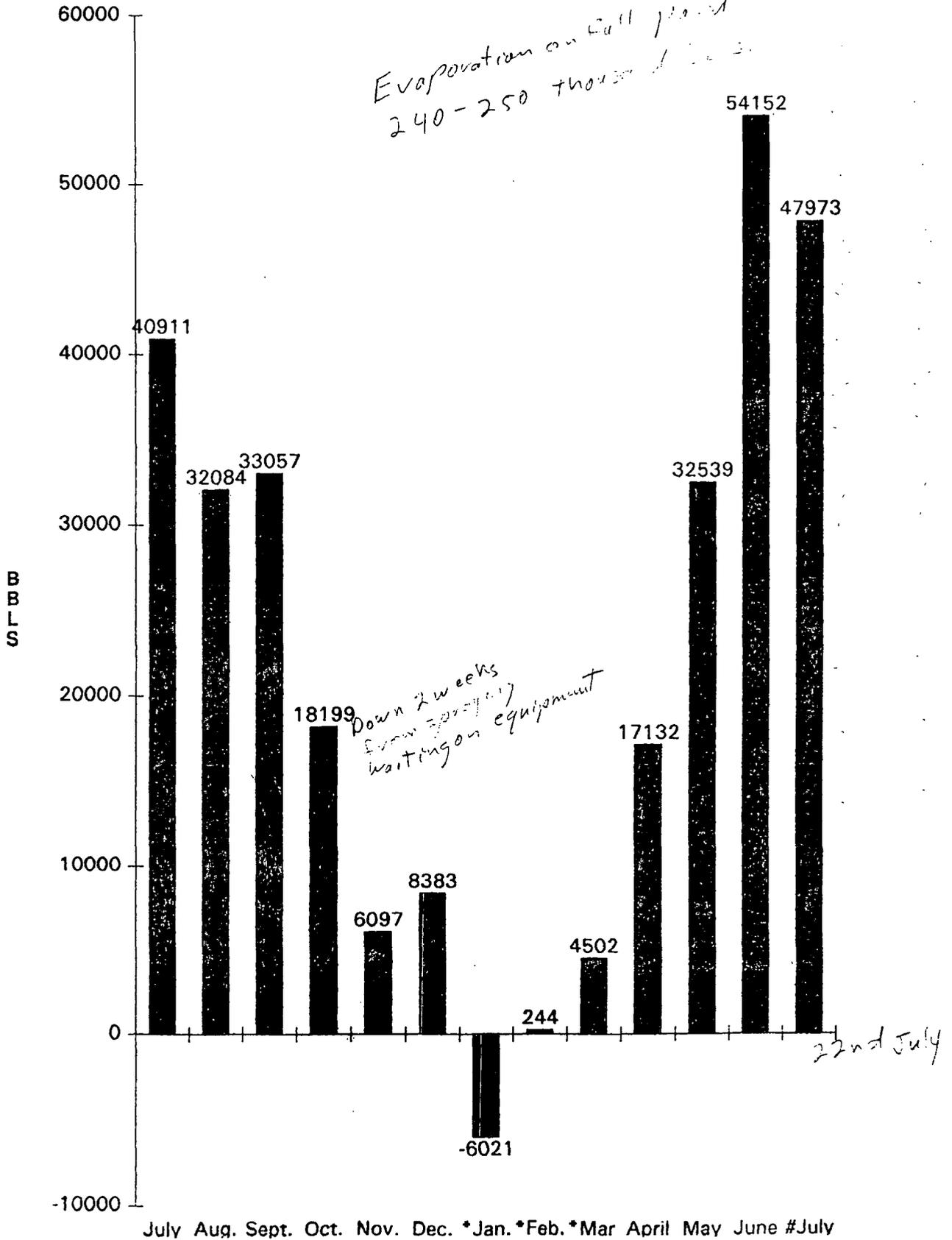
Pump: May need to be changed out due to volume and lift.

Attachments: Seven pages

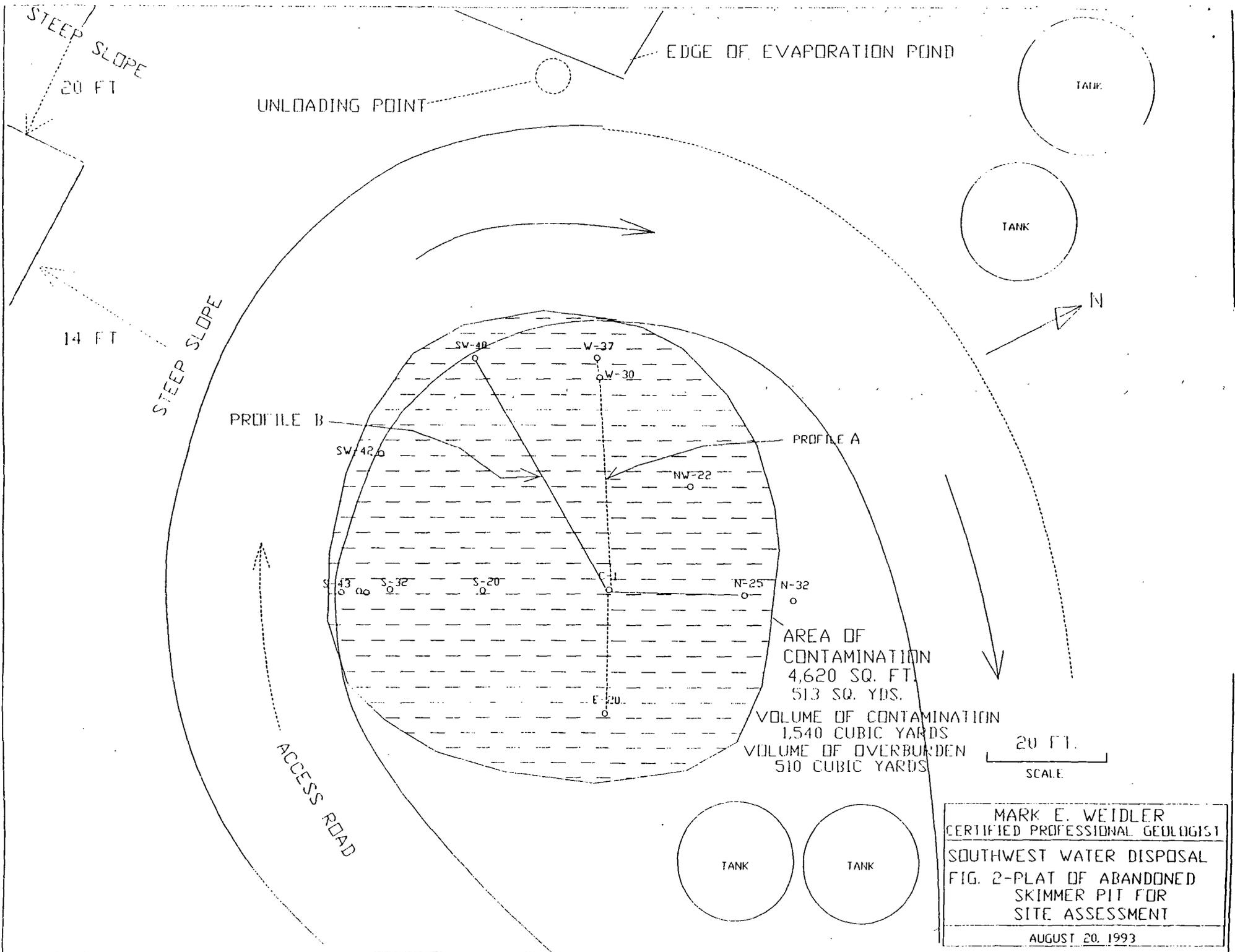
Southwest

Evaporation

July 1993 through July 22, 1994



* = no electricity # = July 1 through July 22, 1994



SOUTHWEST WATER DISPOSAL SKIMMER PIT

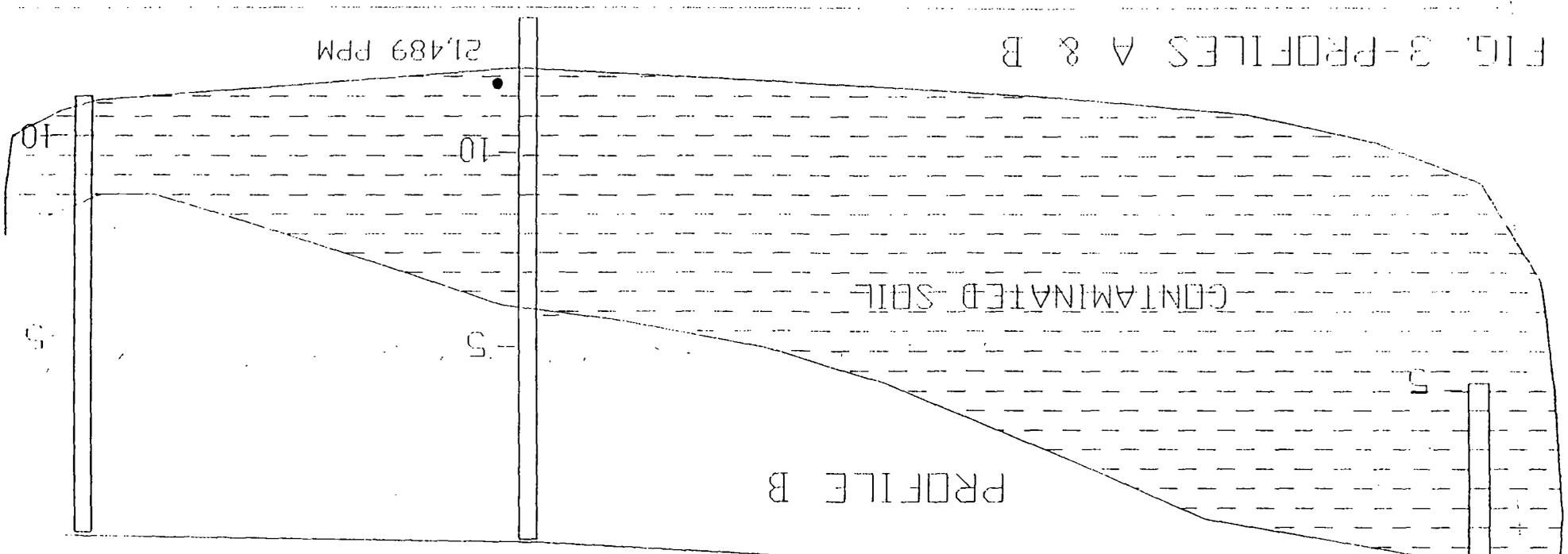
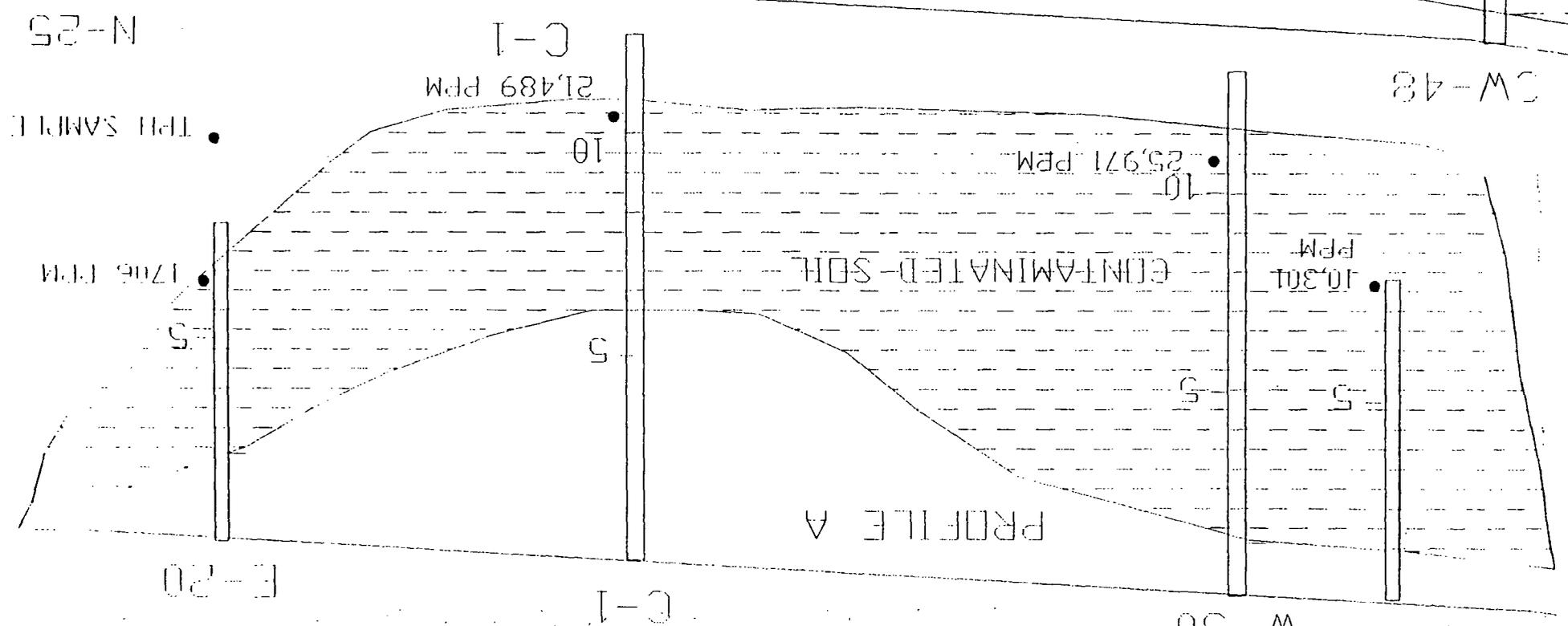


FIG. 3-PROFILES A & B

**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:
- 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 double-lined 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

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.

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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.

William J. LeMay Jr.

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

Date: _____



STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
AZTEC DISTRICT OFFICE



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William J. L. Gray Sr.

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

Date: _____



BRUCE KING
GOVERNOR

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
AZTEC DISTRICT OFFICE

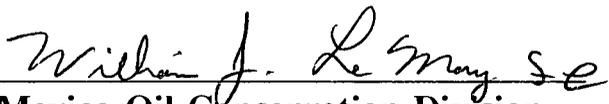
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New Mexico Oil Conservation Division
New Mexico Energy, Minerals and Natural
Resources Department

Date: _____



BRUCE KING
GOVERNOR

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ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION
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New Mexico Oil Conservation Division
New Mexico Energy, Minerals and Natural
Resources Department

Date: _____



STATE OF NEW MEXICO

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William J. Remy *sc*

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

Date: _____



STATE OF NEW MEXICO

ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
AZTEC DISTRICT OFFICE



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William J. LeMay Jr

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

Date: _____



STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT



OIL CONSERVATION DIVISION
AZTEC DISTRICT OFFICE

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William J. Lemay Jr

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

Date: _____



STATE OF NEW MEXICO
 ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
 OIL CONSERVATION DIVISION
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William J. LeMay Jr

 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 (H₂S) during the term of this Agreement. Contractor shall perform the work necessary to supervise, maintain and operate the equipment necessary for continued evaporation and H₂S 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 H₂S 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 H₂S at the Facility within six (6) hours of notification by EMNRD.

2. Compensation:

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 H₂S 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. **Term:** 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, below.

4. **Termination:** 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. **Status of Contractor:** 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. **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. **Records and Audit:** 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. **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. **Amendment**: This Agreement shall not be changed or amended except by written instrument executed by the parties.

15. **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.

16. **Scope of Agreement**: 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. **Minimum Wage Rate**: 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. **Hold Harmless Agreement**: 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. **Attorney's Fees and Costs**: 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. 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.

25. Applicable Law: 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

Coral Beach for
By: Anita Lockwood

Title: _____

Date: 12/1/94

TIERRA ENVIRONMENTAL
CORPORATION

By: [Signature]

Title: VICE-PRES

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. No.: 02-201279.00.6

By: P. McElroy

Date: 11/29/94

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

NEW MEXICO ATTORNEY GENERAL

By: Ann Shedd for the Attorney General

Title: _____

Date: 29 November 1994

THIS AGREEMENT IS HEREBY APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION

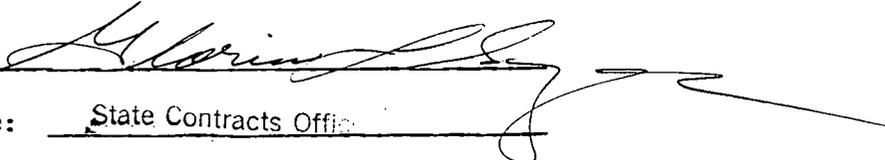
By: 
Title: State Contracts Officer
Date: 12-1-94

Exhibit A

OCD requires all commercial and centralized disposal facilities to comply with a Hydrogen Sulfide (H₂S) 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 H₂S 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 H₂S 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 H₂S levels are to be made at the fence line, downwind from the pond.
- F. If two consecutive H₂S 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 H₂S 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 (½) mile of the fence line and assist public safety personnel with evacuation as requested.

EXHIBIT B

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 be 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 H₂S 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 H₂S 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.

November 1994

S	M	T	W	T	F	S
		① Louis Sid Dave *mix chem*	2 Louis Alan Dave	③ Louis Johnny Dave *mix chem*	4 Louis Alan Dave	⑤ Sid Alan Johnny *mix chem*
6 Sid Alan Johnny	⑦ Louis Sid Johnny *mix chem*	8 Louis Sid Johnny	⑨ Louis Alan Dave *mix chem*	10 Louis Alan Dave	⑪ Sid Johnny Dave *mix chem*	12 Sid Johnny Dave
⑬ Sid Alan Johnny *mix chem*	14 Sid Alan Johnny	⑮ Louis Alan Dave *mix chem*	16 Louis Alan Dave	⑰ Louis Alan Dave *mix chem*	18 Sid Johnny Dave	⑲ Sid Johnny Dave *mix chem*
20 Sid Alan Johnny	⑳ Louis Sid Dave *mix chem*	22 Louis Sid Dave	㉓ Louis Alan Dave *mix chem*	24 Louis Johnny Dave	㉕ Louis Alan Dave *mix chem*	26 Sid Alan Johnny
㉗ Sid Alan Johnny *mix chem*	28 Louis Alan Johnny	㉙ Sid Alan Johnny *mix chem*	30 Louis Sid Johnny			

EXHIBIT C

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 ³ .	62,500
Project Management 60 hrs. @ \$58/hr.	3,480
Reporting and Administration	2,000
Overhead and Profit	<u>8,827</u>
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



BRUCE KING
GOVERNOR

STATE OF NEW MEXICO
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION
AZTEC DISTRICT OFFICE

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

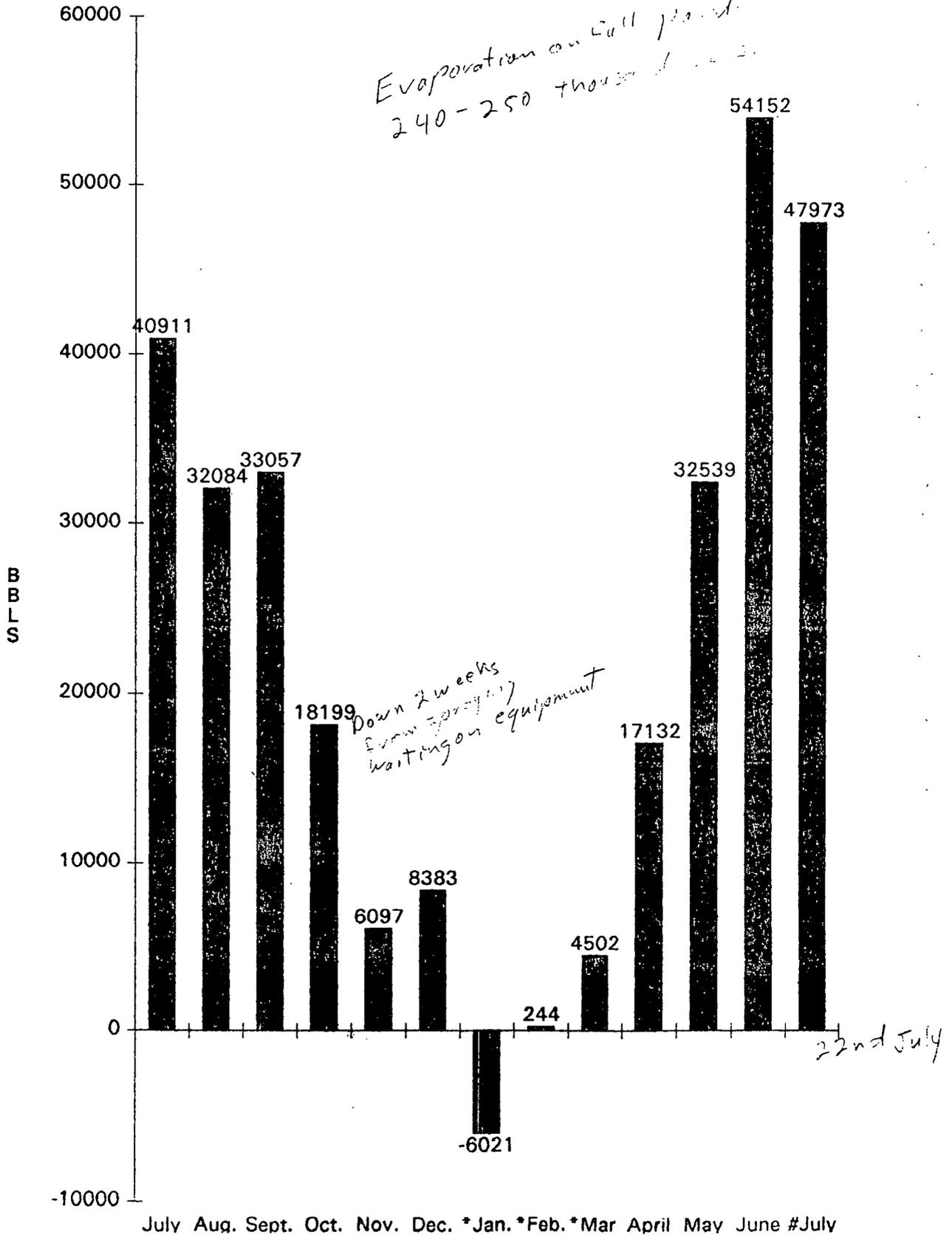
Pump: May need to be changed out due to volume and lift.

Attachments: Seven pages

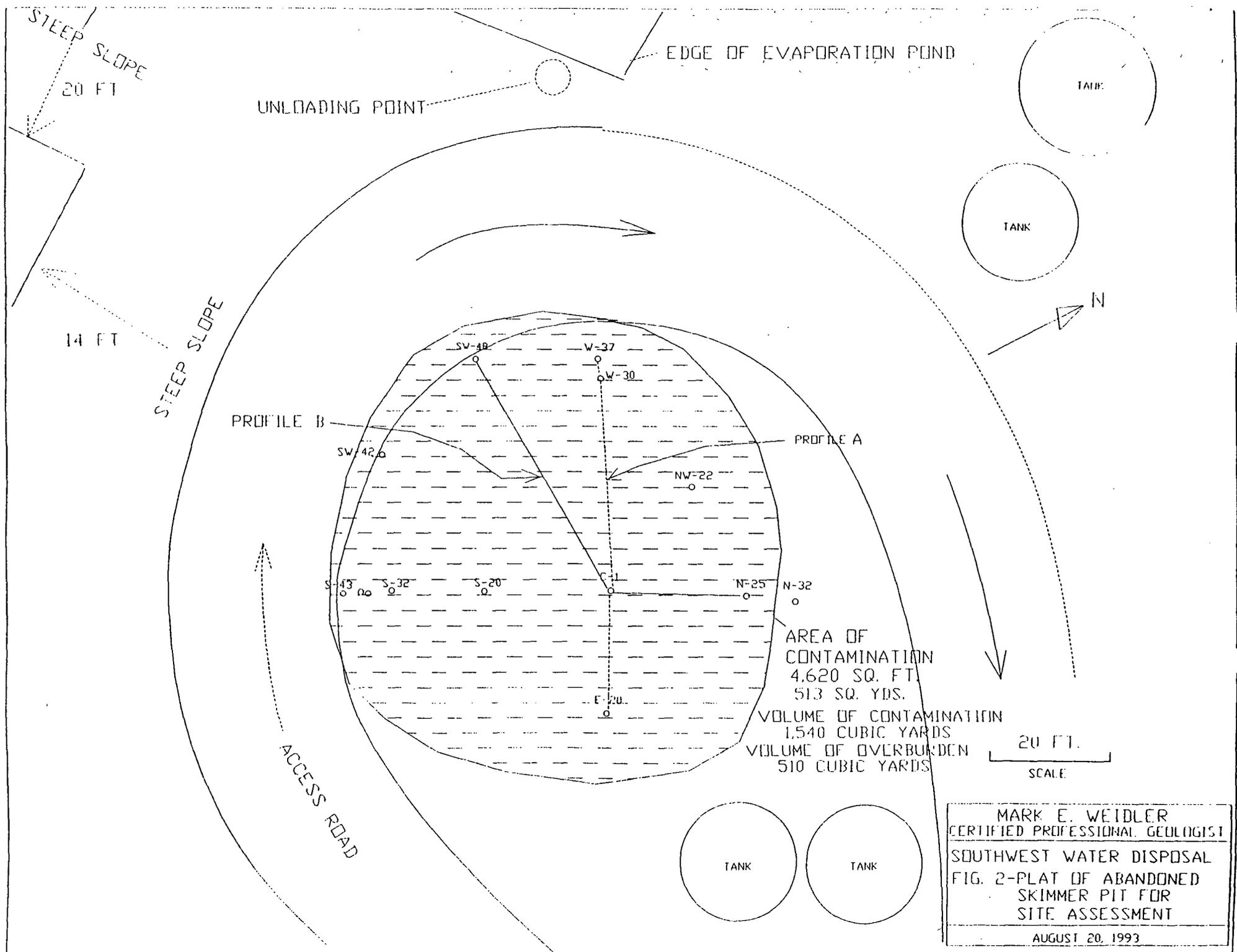
Southwest

Evaporation

July 1993 through July 22, 1994



* = no electricity # = July 1 through July 22, 1994



MARK E. WEIDLER
 CERTIFIED PROFESSIONAL GEOLOGIST
 SOUTHWEST WATER DISPOSAL
 FIG. 2-PLAT OF ABANDONED
 SKIMMER PIT FOR
 SITE ASSESSMENT
 AUGUST 20, 1993

SOUTHWEST WATER DISPOSAL SKIMMER PIT

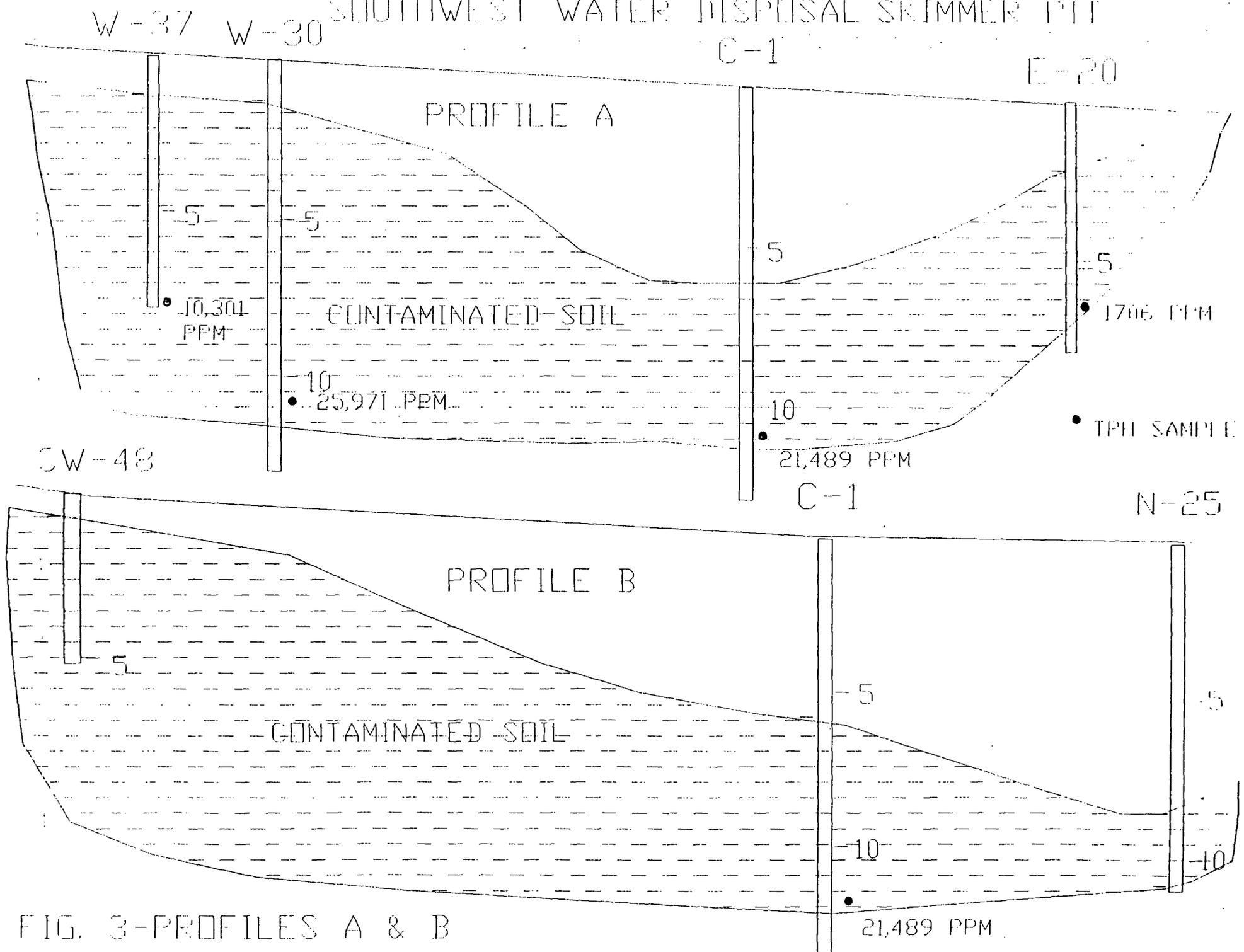


FIG. 3-PROFILES A & B

**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:
- 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 double-lined 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

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.

7467

"801-722-4521"

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-2-94
NAME C & G Prod Producing Co to Basin		
ADDRESS THREE RIVERS TRUCK #109		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Impoundment water 7:30am	150	BAL
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			

REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7471

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-17-94
NAME Cowoco		
ADDRESS Cowoco Truck #4520		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT				
1	Impoundment water	2.00	160	BRLS			
2							
3							
4							
5							
6							
7							
8							
9							
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13							
14							
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17							
18							
		Tot	0160	60			

REC'D BY *W. Adams # 4720*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7473

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-22-94
NAME Blackwood & Nichols		
ADDRESS Sunco Truck # 3567		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT				
1	Impoundment water	9.04	120	BRL			
2							
3							
4							
5							
6							
7							
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11							
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18							

REC'D BY *Ray Newman*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7468

11-22-94

CUSTOMER'S ORDER NO. <i>Southwest water</i>	DEPT.	DATE <i>11-5-94</i>
NAME <i>Conoco</i>		
ADDRESS <i>Conoco transportation Truck #4520</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
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QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Produced water	ROUND 9:00	160 BRL
1	2	Load out Product water SWWD	at 1:00	160 BRL
1	3	Impoundment Water	at 3:40	160 BRL
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			

REC'D BY

*Mike Faru*REDIFORM
5L350/01350KEEP THIS SLIP
FOR REFERENCE

7470

11-14-94

CUSTOMER'S ORDER NO. <i>Southwest water Disposal</i>	DEPT.	DATE <i>11-14-94</i>
NAME <i>Conoco Inc.</i>		
ADDRESS <i>Conoco Truck #4255 to Sewco</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Impoundment water		80 BRL
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
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REC'D BY

*R. Burns*REDIFORM
5L350/01350KEEP THIS SLIP
FOR REFERENCE

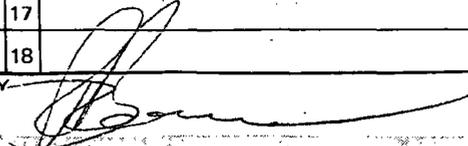
7469

"801-722-4521"

CUSTOMER'S ORDER NO.	DEPT.	DATE
Southwest Water Disposal		11-5-94
NAME Conoco		
ADDRESS Conoco Transport # 4255		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
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QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Product water arrive	1.45	160 BBL
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
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REC'D BY 

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

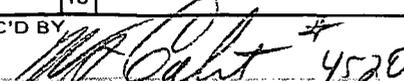
7472

"801-722-4521"

CUSTOMER'S ORDER NO.	DEPT.	DATE
	Southwest Disp.	11-18-94
NAME Conoco		
ADDRESS Conoco Truck # 4520 to Sunco		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
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QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Impoundment water 12:30	1.60	160 BBL
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
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	17			
	18			

REC'D BY  # 4520

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7474

"801-722-4521"

CUSTOMER'S ORDER NO.	DEPT.	DATE
		11-25-94
NAME Blackwood: Nichols		
ADDRESS Sunco Truck # 3564		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE RETD.	PAID OUT
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QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Impoundment water 11:50AM	120	BBL
	2	Impoundment water 12:15PM	120	BBL
	3	Impoundment water 2:00PM	120	RBL
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			

REC'D BY *Ray Harmon*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7466

CUSTOMER'S ORDER NO.	DEPT.	DATE
<i>Southwest Disposal</i>		<i>10-31-94</i>
NAME <i>Koch Exploration</i>		
ADDRESS <i>Triple "S" 3556 P-2 DM</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
<i>1</i>	<i>1</i>	<i>Produced Water</i>	<i>11:15</i>	<i>120 66L</i>
<i>1</i>	<i>2</i>	<i>Produced Water</i>	<i>1:30</i>	<i>120 66L</i>
<i>1</i>	<i>3</i>	<i>Produced water</i>	<i>3:30</i>	<i>120 66L</i>
	<i>4</i>			
	<i>5</i>			
	<i>6</i>			
	<i>7</i>			
	<i>8</i>			
	<i>9</i>			
	<i>10</i>			
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	<i>13</i>			
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	<i>15</i>			
	<i>16</i>			
	<i>17</i>			
	<i>18</i>	<i>Archie R. [Signature]</i>		

REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

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 @ \$ 3,394.79 PER WEEK \$ 6,789.58

ADDITIONAL CHARGES:

KMnO4 4 Drums @ \$ 185.00 EA.	740.00
C & L Irrigation Inc.	8.22
Ikard & Newsom	4.07
Construction Supply Co.	8.86
Graves Oil & Butane Co.	107.06
England Sales Service Co.	53.80
Arrow Gas Company	25.89

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

(Copies of Invoices attached for above charges)

TOTAL \$ 7,737.48

Terms: Net Due 30 Days After Receipt.

TIERRA ENVIRONMENTAL CORP.

7302

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-16-94
NAME Sutwest Disposal		
ADDRESS Blanco, nm		

SOLD BY bl	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
4	1	1kmw ⁴ @ 110.25 #3 OR		
	2			
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18			

REC'D BY 

REDIFORM
 5L350/01350

**KEEP THIS SLIP
 FOR REFERENCE**

C&L IRRIGATION INC
 PO BOX 685
 FLORAVISTA NM87415
 505-334-9282

CUSTOMER'S ORDER NO.	DATE 11-28 1994
NAME CASH	
ADDRESS	

SOLD BY	CASH ✓	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
---------	-----------	--------	--------	----------	-------------	----------

QUAN	DESCRIPTION	PRICE	AMOUNT	
2	4" COUPLINGS- PVC	3.89	7	78
PAID				
Verbal Approval - D. Foust				
			Tax	44
			Total	8 22

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

92894 REC'D BY _____

Date 11/22/94

11751

PREVIOUS SALE NO.	CODE	GALLON READING-START	10ths
YOUR SALE NO.		GALLON READING-FINISH	



P.O. Box 217
 826 Highway 550
 Flora Vista, NM 87415
 (505) 334-7505
 Kirtland, NM
 (505) 598-0620

CUSTOMER ID NO.				

CHARGE	CASH	RD	P.O. NUMBER
	X		

NAME Tierra ENVIRONMENT

ADDRESS _____

SIZE _____ % _____ % SER. # _____

P-CODE	PRODUCT	PRICE	GALLONS	AMOUNT
	L.P. GAS - FLAMMABLE	77.5	3.85	
	TAX			22
TOTAL				4.07

TAX EXEMPT CODE

SNIFF TEST
 YES NO

COMPANY OR DRIVER NO.

REC'D BY Verbal Approval - D. Faust

PAYMENT TERMS. NET 10 DAYS • DUE AND PAYABLE IN FULL 10 DAYS FROM DATE OF DELIVERY AND OR SERVICE. Failure to pay the full account balance within 30 days from date of delivery and or service shall result in a default and the assessment of a LATE PAYMENT and or RE-BILLING FEE. The assessed fee shall be equal to the greater of 1 1/2 % per month of the past due balance or \$2.00 per month.

SEE BACK FOR IMPORTANT SAFETY INFORMATION

INVOICE

SOLD TO: TIERRA

P O DRAWER 15250
FARMINGTON, NM

87499



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

DELIVERED TO:

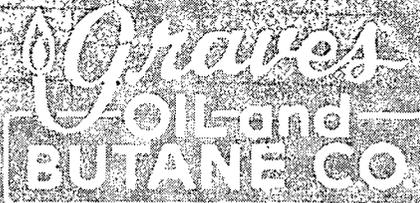


INVOICE/ ORDER NO.	ACCOUNT NO.	LOCATION	CUSTOMER ORDER NUMBER	DATE
G15003	90840.0	B02		11/18/94

DELIVERY/ INSTRUCTIONS	NOTES:
	132892

PROD. CODE	INVENTORY CODE	DESCRIPTION	TAX CODE	QUANTITY ORDERED	QUANTITY DELIVERED	PRICE	FED. TAX %	STATE TAX %	AMOUNT
---------------	-------------------	-------------	-------------	---------------------	-----------------------	-------	---------------	----------------	--------

19	19	DYED DIESEL #2	NB2	100.0	100.0	0.8800		.180000	106.00
PN		NM PPL	INN	100.0	100.0	0.0100			1.00



Verbal approval - D. Jonst

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 1 1/2% per month (18% annual) added to the past due balance.

Subject to correction of clerical errors.

England Sales Service CO.

INVOICE

046943

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

SOLD TO:

SHIP TO: CASH2

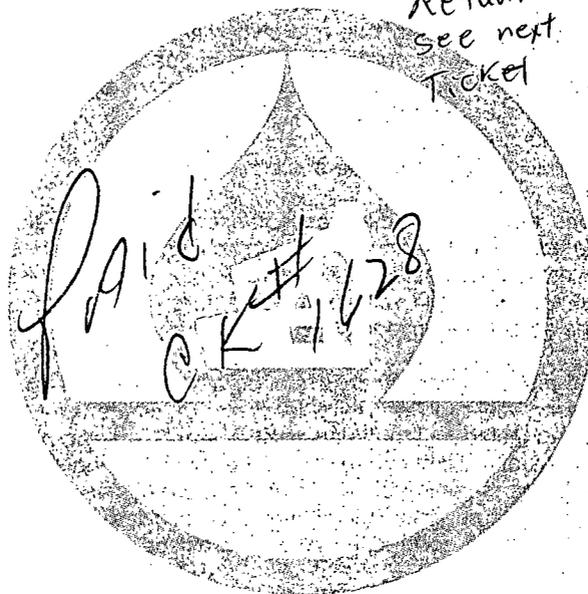
(Cash2)

DEF# 032134

CASH2 PO# Counter Pickup Cash 11/22/94 1

1	1	0	24-417-060	9 5-40 sxs 45 ELBOW	64.18	\$64.18
1	1	0	35-070-005	1/2 PT P-70 PRIMER	2.86	\$2.86
1	1	0	35-717-005	1/2 PT 717 CEMENT	3.32	\$3.32

→ Later Returned see next Ticket



Verbal Approval - D. Jociet

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.

\$70.36

AUTHORIZED SIGNATURE:

\$4.16

Thank You

\$74.52



INVOICE

046283

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

SOLD TO:

SHIP TO: CASH

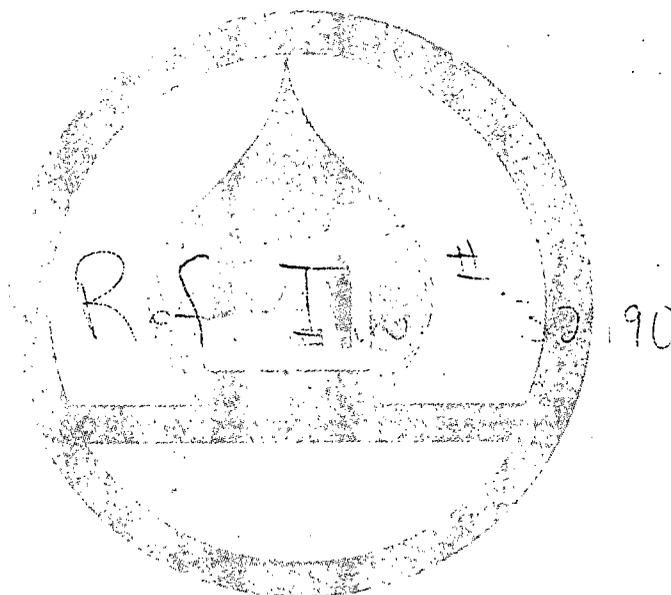
[Cash2]

DE# 032189

CASH DG Counter Pickup Cash 11/29/94 1

***** RETURN *****

1- 0 0 24-417-000 B S-40 EXE 45 ELBOW 64.18 164.18



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.

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

164.18-

AUTHORIZED SIGNATURE:

13.81-

Thank You

167.99-



INVOICE

046984

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

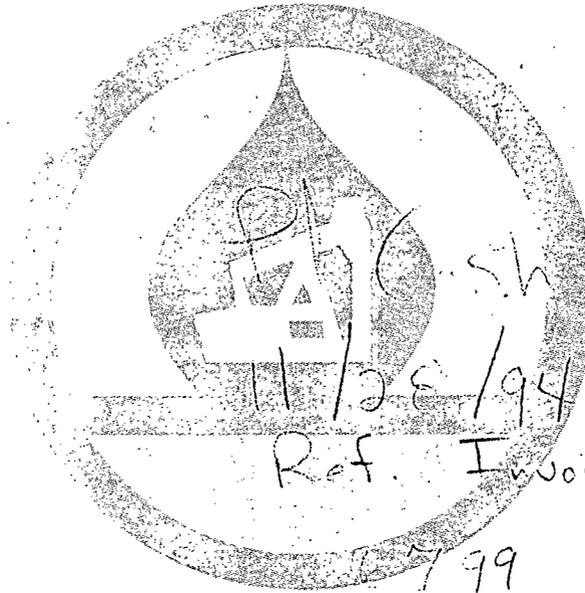
SOLD TO:

SHIP TO: CASH

[Cash]

QEN 032190

CASH	QEN	QEN	Counter Pickup	Cash	11/28/94	1
1	1	0	24-817-040	4 5-50 SXS 45 ELBOW	39.58	139.58
1	1	0	35-070-005	1/2 PT P-70 PRIMER	2.88	12.88
1	1	0	35-705-003	1/4 PT P-705 CEMENT	2.12	12.12



cash O.H.
11/28/94
Ref. Invoice # 3089

47.99
-47.23

Verbal Approval D. Just

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.

144.58

AUTHORIZED SIGNATURE:

12.55

Thank You

147.23

INVOICE
LIQUEFIED PETROLEUM GASES

←ARROW→ Gas Company

P.O. BOX 610
BLOOMFIELD, N.M. 87413
505 632-2820

Customer's Order No. _____ Date 11-28 1994

Name Luisa Eudonnet

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
<u>2</u>	<u>20 1/2 gal</u>				<u>6.13</u>	<u>12.26</u>
<u>3/8</u>	<u>C8034713</u>					
	<u>12801874</u>					
VERBAL APPROVAL by						
<u>DENNY FOST</u>						

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

69

34664

REC'D BY

[Signature] TOTAL

12 95

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

INVOICE
LIQUEFIED PETROLEUM GASES

←ARROW→ Gas Company

P.O. BOX 610
BLOOMFIELD, N.M. 87413
505 632-2820

Customer's Order No. _____ Date 11-16 1994

Name Luisa Eudonnet

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
<u>1</u>	<u>C9034713</u>					<u>6.13</u>

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

34

34640

REC

[Signature] TOTAL

6 17

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

OK

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

Invoice No. 422
November 30, 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 30, 1994

=====

OCD - SOUTHWEST DISPOSAL

PER CONTRACT 1 WEEK @ \$ 3,394.79 \$ 3,394.79

ADDITIONAL CHARGES:

City of Farmington 4,640.03

Arrow Gas Company 6.47

(Copies of Invoices attached for above charges)

TOTAL **\$ 8,041.29**

RECEIVED
DEC - 5 1994
OIL CON. DIV.
DIST. 3

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



Amol. paid by due date
 may be subject to 1.25% late fee.

BILLING DATE	DUE DATE	ENTER AMOUNT PAID
11-28-94	12-12-94	

ACCOUNT NUMBER 68977-61488
 PREVIOUS BALANCE \$4,809.72
 CURRENT CHARGES \$4,640.03
 TOTAL AMOUNT NOW DUE \$9,449.75

1852
 ENERGY, MINERALS, & NATURAL RE
 2040 S PACHECO
 ATTN ROGER ANDERSON
 SANTA FE, NM 87505



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

CUSTOMER NAME	SERVICE LOCATION	ACCOUNT NUMBER	DUE DATE
ENERGY, MINERALS, & NATURAL RE	361 ROAD 4599	68977-61488	12-12-94

BILLING DATE	SERVICE PROVIDED FROM	TO	DAYS THIS BILLING	READING ROUTE
11-28-94	10-20-94	11-17-94	28	14008

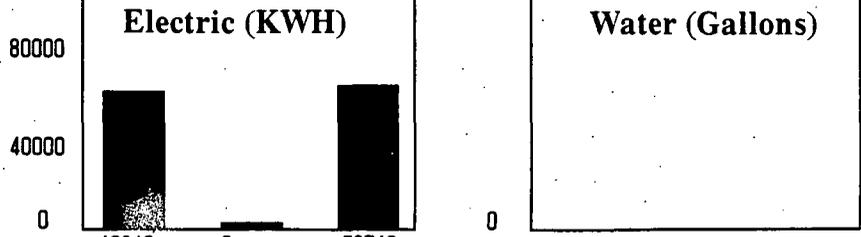
DESCRIPTION	PREVIOUS READING	PRESENT READING	MULTIPLIER	USAGE	CHARGES
Large General Secondary	66311	68057	40	69840	3,591.88
Demand Charge ACTUAL - 114		2851	40	114	883.81
KVAR Charge					0.00
Power Cost Adjustment at 0.0020000-					139.68-
Gross Receipt Tax at 5.625%					243.90
Late Fee at 1.25% of Previous Balance					60.12
					0.00

RECEIVED
 DEC - 5 1994
 OIL CON. DIV.
 DIST. 3

FARMINGTON
 Please have residential trash
 at curbside by 7:00 a.m.

TOTAL CURRENT CHARGES	\$4,640.03
Past Due Amount (Previous Balance)	\$4,809.72
Total Amount Due	\$9,449.75

ADDITIONAL INFORMATION:
 This bill shows a previous balance. A 1.25% late fee has been added to your bill. If left unpaid service will be terminated on 12-12-94. Any questions should be directed to (505) 599-1354.



Meter# 064718815

Meter#

Last Payment

TIERRA ENVIRONMENTAL CORP.

7470

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE
<i>Southwestwater Disposal</i>		<i>11-14-94</i>
NAME <i>Conoco Inc.</i>		
ADDRESS <i>Conoco Truck # 4255 to Sunco</i>		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN		DESCRIPTION			PRICE	AMOUNT	
<i>1.</i>	<i>1</i>	<i>Impoundment water</i>				<i>80 BBL</i>	
	<i>2</i>						
	<i>3</i>						
	<i>4</i>						
	<i>5</i>						
	<i>6</i>						
	<i>7</i>						
	<i>8</i>						
	<i>9</i>						
	<i>10</i>						
	<i>11</i>						
	<i>12</i>						
	<i>13</i>						
	<i>14</i>						
	<i>15</i>						
	<i>16</i>						
	<i>17</i>						
	<i>18</i>						
REC'D BY		<i>[Signature]</i>					

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

REDIFORM
 5L350/01350

KEEP THIS SLIP
 FOR REFERENCE

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

7472

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

7471

CUSTOMER'S ORDER NO.	DEPT.	DATE
	Southwest Disp.	11-18-94
NAME Cowoco		
ADDRESS Cowoco Truck # 4520 to Sunco		

CUSTOMER'S ORDER NO.	DEPT.	DATE
		11-17-9
NAME Cowoco		
ADDRESS # 0		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN.		DESCRIPTION			PRICE	AMOUNT	
1	1	Improvement water 12:30			1600	BBL	
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18	TFL			1600	BBL	
REC'D BY M. Oalt # 4520							

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
	1						00
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18						TFL
REC'D BY a mt # 4520							

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7474

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE 11-25-94
NAME Blackwood: Nichols		
ADDRESS Sunco Truck # 3564		

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Impoundment Water 10:5AM	120	BBL
1	Impoundment Water 12:15PM	120	BBL
1	Impoundment water 2:00PM	120	BBL
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			

REC'D BY *Ray Harmon*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7473

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE
NAME		
ADDRESS		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						

REC'D BY *of Harmon*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-10-94

POND LEVEL 07:00 AM: 113 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 BARREL TYPE: KMNO4 DAILY COST: 72.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-11-94

POND LEVEL 07:00 AM: 113 $\frac{5}{8}$

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: $\frac{1}{2}$ barrel TYPE: KMNO4 DAILY COST: 92.5⁰

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 12-13-94

POND LEVEL 07:00 AM: N/A

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 can

TYPE: KMNO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-14-94

POND LEVEL 07:00 AM: 112 1/2

NUMBER OF LOADS LEAVING: 1

VOLUME: 80 mls

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 can

TYPE: KUNCOY

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-15-94

POND LEVEL 07:00 AM: 113 1/2

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-16-94

POND LEVEL 07:00 AM: 113 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: *Kmwo4* DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *RV OFFICE TIERRA* COST:

2 - 20# propane refills

\$12.94
Arrow Gas

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-17-94

POND LEVEL 07:00 AM: 113 1/4

NUMBER OF LOADS LEAVING: 1 @ 160 BBLS VOLUME:

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

DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Compressor 100 gallons COST: \$ 107.06
Diesel #2

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-18-94

POND LEVEL 07:00 AM: 113. $\frac{3}{4}$

NUMBER OF LOADS LEAVING: 1 @ 160 BBL VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: $\frac{1}{2}$ can TYPE: Kennoc DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Diesel #2 from COST: 107.⁰⁰
Graves (Compressor fuel)

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-19-94

POND LEVEL 07:00 AM: 113 1/4 ? snow & 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: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-20-94

POND LEVEL 07:00 AM: 113.14 ? windy not accurate

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: Kinwo4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-21-94

POND LEVEL 07:00 AM: 113³/₄

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-22-94

POND LEVEL 07:00 AM: 113 ⁷/₈

NUMBER OF LOADS LEAVING: 1 @ 120 ⁶⁸/₆₅ VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: <i>FKard + Newsome</i>	COST:	<i>4.07/x</i>
<i>Ru office - propane refill</i>		
<i>Broken line - pvc primer</i>		<i>\$ 2.88</i>
<i>pvc glue</i>		<i>\$ 3.32</i>

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-23-94

POND LEVEL 07:00 AM: 113 7/8

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-24-94

POND LEVEL 07:00 AM: 113.78

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
DEC - 2 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-25-94

POND LEVEL 07:00 AM: 114

NUMBER OF LOADS LEAVING: 3 @ 120 BBL VOLUME: 360 bbls

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-26-94

POND LEVEL 07:00 AM: 114

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 0

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-27-94

POND LEVEL 07:00 AM: 114

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: 0

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-28-94

POND LEVEL 07:00 AM: 114

NUMBER OF LOADS LEAVING: 0

VOLUME: 0

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: 0

AMOUNT OF CHEMICAL USED: 0

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Line Repair

COST:

CTL Irrigation - 2 EA.	4" couplings	8.22
England {	1 EA. 4" 45° 80 schedule	39.58
	1 EA. primer PVC	2.88
	1 EA. cement PVC	2.12
Arrow - 2 - 20#	propane Refills	12.95

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-29-94

POND LEVEL 07:00 AM: 114

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0

TYPE:

DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: water line

COST:

Construction Supply { 157. heat lamp system
157. heat bulb

6.29

2.99

+ .93

8.86

6.47

Arrow - propane refill

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DEC - 5 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-30-94

POND LEVEL 07:00 AM: N/A 114?

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 0 TYPE: DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: _____ COST:

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DEC - 5 1994
OIL CON. DIV.
DIST. 3

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

Invoice No. 411
November 11, 1994
Project No. 94066

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

Professional Services for Period Ending November 9, 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

GASCO 3.00

P & G Equipment & Rentals 659.56

D & L Repair, Inc. 453.77

City of Farmington Electric 4,809.72 →

Arrow Gas Company 12.76

(Copies of Invoices attached for above charges)

TOTAL \$ 13,838.39

RECEIVED
NOV 16 1994
OIL CON. DIV.
DIST. 3

Terms: Net Due 30 Days After Receipt.

INVOICE NO. 01078

D & L REPAIR, INC.
P.O. BOX 1995 PH. 505-325-7124
FARMINGTON, NM 87499

INVOICE

ACCT. NO 0000
SOLD TO CASH ACCOUNT

SHIP TO
CASH ACCOUNT
TIERRA ENVIRONMENTAL
907 W. APACHE
FARMINGTON NM 87401

SALES NO. PURCHASE ORDER NO. SHIP VIA COL PPD DATE SHIPPED TERMS INVOICE DATE
AIR COMPRI CH 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, O/H NO. 3	52.78	52.78
1			BFL92305	INJECTOR--RESET		
2			95166	OIL FILTER	8.72	17.44
1			94305	FUEL FILTERS	7.49	7.49
1			OUTSIDE WORK	AIR FILTER	23.23	23.23
2			ANTIFREEZE	BRAZE FILLER NECK ON HEAT EXCHANGER	35.00	70.00
2			OIL-BULK	COOLANT	4.95	9.90
1			3150	15W-40 ROTELLA	5.00	5.00
5			3100	SHOP EXPENSE	4.57	22.85
				LABOR WO 4429	40.00	200.00
				DAVEY AIR COMPRESSOR		
				FORD INDUSTRIAL ENGINE		
				INJECTOR LINE BROKEN ON		
				THIRD HOLE. REPLACED		
				INJECTOR LINE AND		
				OVERHAULED INJECTOR.		
				CHANGED OIL. REPLACED		
				FUEL FILTERS. BRAZED		
				FILLER NECK ON EXCHANGER.		
				ADDED COOLANT FOR -15 FH.		
				STEAM-CLEANED SALT FROM		
				UNIT. ADDED AIR TO		
				HITCH TIRE. TESTED UNIT		
				FOR OPERATION. NOTE--		
				MANY SAFETY FEATURES		
				ARE MISSING OR BYPASSED.		
				THANK YOU.		

CURE 1 - 0730 HRS = 00%
31-45 DAYS=85%, 46-60 DAYS=75%
NO REFUND AFTER 60 DAYS.

SALES AMOUNT 429.60
TAXABLE TOTAL 429.60
SALES TAX 24.17
FREIGHT

Thank You

TOTAL 453.77



**DBA: P & G
EQUIPMENT & RENTALS, INC.**

1812 SCHOFIELD LANE • FARMINGTON, N.M. 87401

PHONE: (505) 327-7277

FAX #: (505) 325-6666

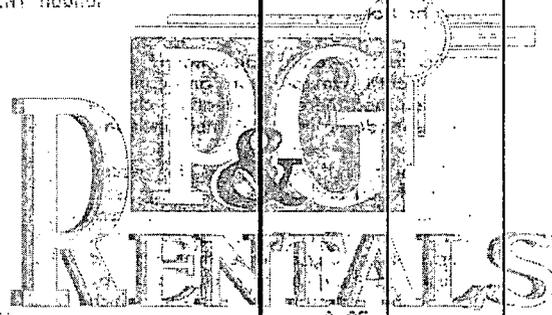
CALL US FOR RATES & BIDS
YOUR WORKING PROBLEMS ARE OURS
PROMPT JOB-SITE DELIVERY
OPEN WEEKDAYS 7 AM TO 5:30 PM
SATURDAYS 8 AM TO 12:00 NOON

RENTALS & SALES
INVOICE / CONTRACT NO. 29129

CONTRACTOR / GENERAL: Includes light and heavy construction equipment, industrial equipment, homeowner and do-it-yourself tools, etc.

CUSTOMER		RENTAL DATE OUT	DATE DUE IN / RETURN TO P&G AT THIS ADDRESS	HOURS OUT
TIERRA ENVIRONMENTAL CORPORATION 309 W. APACHE FARMINGTON, NM 87401		10/12/94	12/01/94	2856
TELEPHONE (505) 325-0924		ID DRIVER'S LICENSE	HOURS IN	
ACCOUNT NO. TIEED		LOCATION TO BE USED		
CUSTOMER P.O. NO.		BLANCO		

LINE NO.	TAX	QTY	EQUIPMENT NUMBER	DESCRIPTION	RENTAL RATES					AMOUNT
					MINIMUM	PER HOUR	PER EACH 8-HR. DAY	EACH 5 DAYS @ 8-HR./DAY 40 HOURS	EACH 4 WKS @ 8-HR./DAY 160 HOURS	
1		1	R44C17	RATE 4, AIR COMPRESS, #17	22.00	11.00	65.00	265.00	675.00	621.00
2				TOWABLE 185 CFM, DIESEL FUEL						
3				USE W/BLOWPIPE, PAINT EQUIP, ETC						
4		1	PH412	PINTLE HOOK, SH 412	0.00	0.00	0.00	0.00	0.00	0.00
5				2" SQ. TUBE RECEIVER HITCH						
6				W/2 LOCK PINS, LANYARD, RET. BOLT						
7		1	TSNOTE.H	CUSTOMER INITIAL	0.00	0.00	0.00	0.00	0.00	0.00
8				CUSTOMER IS RESPONSIBLE FOR						
9				SAFE TRAILER/EQUIPMENT HOOKUP						
10										
11										
12										
13										
14										
15										
16										
17										
18										
19		1.0	AWP-4	AIR HOSE WASHER (RED)	0.25					1.50
20				FIT 3/4" AIR HOSE, OIL RESIST.						
21										
22										
23										
24										



Verbal approval by Denny Faust

OK'd BY					DATE	TIME	MILEAGE OR DRIVER INITIAL		
25	PG	PO	LG	EMP	FINAL BILL			DELIVERY	
26	THANK YOU!!!!							PICK-UP	
27								CLEANING	
28								SUB-TOTAL	622.59
29					FUEL TYPE	NO. OF GALLONS/LBS.	PRICE GALLONS/LBS.	TAX	36.97
30	PAID BY: CHARGE				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FUEL CHARGE

RATES ARE FOR 8-HOUR WORK DAYS - READ CONTRACT ON REVERSE SIDE BEFORE YOU SIGN BELOW. All invoices are due & payable on the 10th of each month following the statement. A LATE CHARGE of 1 1/2% PER MONTH (18% PER ANNUM) will be added to all past due accounts.					OUT	OUT DATE	WRN. BY	31	TOTAL CHARGES	659.56
SIGNATURE X <i>[Signature]</i>					IN	IN DATE	OKD. IN BY	32	(DEPOSIT)	(0.00
PRINT YOUR NAME X <i>[Signature]</i>					TOTAL WORK DAYS		11 DAYS @ 8.75 HR	33	BALANCE DUE	659.56

CHARGES ARE FOR TIME OUT, NOT TIME USED.

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

TIERRA ENVIRONMENTAL CORP.

7496

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>11-5-94</i>
NAME <i>Southwest Disposal</i>		
ADDRESS <i>Blanca m</i>		

SOLD BY <i>BW</i>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN		DESCRIPTION			PRICE	AMOUNT
<i>2</i>	<i>1</i>	<i>KmNO4 55 gallon ea.</i>				
	<i>2</i>	<i>liquid form</i>				
	<i>3</i>					
	<i>4</i>					
	<i>5</i>					
	<i>6</i>					
	<i>7</i>					
	<i>8</i>					
	<i>9</i>					
	<i>10</i>					
	<i>11</i>					
	<i>12</i>					
	<i>13</i>					
	<i>14</i>					
	<i>15</i>					
	<i>16</i>					
	<i>17</i>					
	<i>18</i>					

REC'D BY *[Signature]*

REDIFORM
5L350/01350
KEEP THIS SLIP FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7497

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>11-8-94</i>
NAME <i>SOUTHWEST DISPOSAL</i>		
ADDRESS		

SOLD BY <i>FW</i>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
QUAN		DESCRIPTION			PRICE	AMOUNT
<i>2</i>	<i>1</i>	<i>Drums Oxy-1 110 gal</i>				
	<i>2</i>					
	<i>3</i>					
	<i>4</i>					
	<i>5</i>					
	<i>6</i>					
	<i>7</i>					
	<i>8</i>					
	<i>9</i>					
	<i>10</i>					
	<i>11</i>					
	<i>12</i>					
	<i>13</i>					
	<i>14</i>					
	<i>15</i>					
	<i>16</i>					
	<i>17</i>					
	<i>18</i>					

REC'D BY *[Signature]*

REDIFORM
5L350/01350
KEEP THIS SLIP FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7494

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

TIERRA ENVIRONMENTAL CORP.

7495

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>10-31-94</i>
NAME <i>Southwest water Disposal</i>		
ADDRESS <i>Blanco, N.M.</i>		

CUSTOMER'S ORDER NO. DEPT. *CHEMICAL* DATE *11-2-9*

NAME *St A*

ADDRESS *B*

SOLD BY <i>SW</i>	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
----------------------	------	--------	--------	----------	------------	----------

SOLD BY *SW* CASH C.O.D. CHARGE ON ACCT. MOSE.RETD. PAID OUT

QUAN.		DESCRIPTION	PRICE	AMOUNT
<i>1</i>	<i>1</i>	<i>Kmno4 @ 110.25 lbs</i>		
	<i>2</i>			
	<i>3</i>			
	<i>4</i>			
	<i>5</i>			
	<i>6</i>			
	<i>7</i>			
	<i>8</i>			
	<i>9</i>			
	<i>10</i>			
	<i>11</i>			
	<i>12</i>			
	<i>13</i>			
	<i>14</i>			
	<i>15</i>			
	<i>16</i>			
	<i>17</i>			
	<i>18</i>			

- 1 *kmno4* *68.2 1*
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17

REC'D BY *[Signature]*

REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7468

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

CUSTOMER'S ORDER NO.	DEPT.	DATE
Southwestwater		11-5-94
NAME Conoco		
ADDRESS Conoco transportation Truck #4520		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
QUAN		DESCRIPTION			PRICE	AMOUNT	
1	1	Produced water			Round 9.00	160	BBL
1	2	Load out Product water SWWD pit			1.00	160	BBL
1	3	IMPROVEMENT WATER			1.40	160	BBL
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18						

REC'D BY *Mike Farn*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7469

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

CUSTOMER'S ORDER NO.	DEPT.	DATE
		- 94
NAME Co		
ADDRESS Co or 55		

SOLD BY		CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
	1						14 160 L
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						
	16						
	17						
	18						

REC'D

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7466

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE
Southwest Disposal		10-31-94
NAME Koch Exploration		
ADDRESS Triph "S" 355 P-2 SW		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Produced Water 11:15		120 BBL
1	2	Produced Water 1:30		120 BBL
1	3	Produced water 3:30		120 BBL
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17			
	18	<i>[Signature]</i>		

REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7467

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE				
		11-2-9				
NAME C & G						
ADDRESS TL #10						
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT

1						
2						
3						
4						
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REC'D

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

505-599-1117 FARM. UTILITY SYSTEM 234 P01 NOV 14 '94 17:21

PREPARED: 11/14/94
 PROGRAM UT476L
 City of Farmington

ACCOUNT BILLING HISTORY
 DETAILS

PAGE: 1

CUSTOMER: 68977 ENERGY, MINERALS, & NATURAL RE
 2040 S PACHECO
 ATTN ROGER ANDERSON
 SANTA FE NM 87505

LOCATION: 61488 361 ROAD 4599
 BALANCE: 4809.72
 CYCLE/ROUTE: 14-08
 STATUS: A
 BUDGET TRANSACTIONS (*)

Post-it® Fax Note		7671	Date	# of pages
To	Connie		From	Debbie
Co/Dept.			Co	City of Farm
Phone #	325-0924		Phone #	599-1361
Fax #	325-1920		Fax #	599-1117

DATE	TYPE	DESCRIPTION	PREVIOUS BALANCE	CURRENT AMOUNT	BILLED CONSUMPTION	TOTAL BILL AMOUNT
10/28/94	PMT			4844.81		
10/25/94	BILL	CYCLE BILL	4844.81			9654.53
		SJTX - SJ COUNTY TAX		252.91		
	EL	DEMAND		893.73	115.32	
	EL	KILOVAR		.00		
	EL	KILOWATT HOUR STEP 2		636.00	15900.00	
	EL	KILOWATT HOUR STEP 1		3113.64	57660.00	
	EL	POWER COST ADJUSTMNT		147.12-	73560.00	
		ELECTRIC LATE FEE		60.56		
		TOTAL		4809.72		
9/26/94	BILL	CYCLE BILL	.00			4844.81
		SJTX - SJ COUNTY TAX		257.21		
	EL	DEMAND		913.88	117.92	
	EL	KILOVAR		.00		
	EL	KILOWATT HOUR STEP 2		624.00	15600.00	
	EL	KILOWATT HOUR STEP 1		3183.84	58960.00	
	EL	POWER COST ADJUSTMNT		149.12-	74560.00	
		NEW CUST - ELECTRIC		15.00		
		TOTAL		4844.81		

CONSUMPTION PARAMETERS FOR ELECTRIC

EXCEPTION REPORT FLAG	:	:
CONSUMPTION ESTIMATE	:	.00
DEMAND CONSUMPTION ESTIMATE	:	.00
AVERAGE CONSUMPTION	:	2510.51
AVERAGE DEMAND CONSUMPTION	:	3.95
TOTAL CONSUMPTION	:	148120.00
TOTAL DEMAND CONSUMPTION	:	233.24
TOTAL READING DAYS	:	59

The original electric bill sent to Santa Fe Oct 25 & we have not received the original yet.

where is it what happened 10/14

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-31-94

POND LEVEL 07:00 AM: 112 ^{1/4}

NUMBER OF LOADS LEAVING: 3 ^{3 LOADS AT 120 BBLs each}
VOLUME: 360 BBLs

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: ^{1/2 can} TYPE: Kmno4 DAILY COST: 92.50
55-125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *water Treatment* COST:

1 can Kmno4 @ 110.25 lbs

RECEIVED
NOV 16 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-1-94

POND LEVEL 07:00 AM: 113

NUMBER OF LOADS LEAVING: 0 VOLUME: 0

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: $Kmno_4$ DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
NOV 16 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-2-94

POND LEVEL 07:00 AM: 113 ^{1/8}

NUMBER OF LOADS LEAVING: 1 ^{at 150 BBLs} VOLUME: 150 bbls

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: KMNO4 DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: water Treatment COST:
1/2 can chemical at 68.25 lbs

RECEIVED
NOV 16 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-3-94

POND LEVEL 07:00 AM: 113 $\frac{1}{8}$? windy and raining measurement may not be accurate due to pond rolling but will be close
NUMBER OF LOADS LEAVING: VOLUME:

H2S READING 07:00 AM: 0.0 07:00 PM: 0.0

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: $\frac{1}{2}$ can TYPE: KMNO4 DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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NOV 16 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-4-94

POND LEVEL 07:00 AM: 113

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 33 lbs TYPE: *kmw04* DAILY COST: *92.50*

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-5-94

POND LEVEL 07:00 AM: 113 1/8

NUMBER OF LOADS LEAVING: 4 @ 160 BBL each
VOLUME: 640 BBLs

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55 gallons TYPE: Oxy-1
liquid KMNO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Impoundment treatment COST:

2 EA - 55 gallon drums oxy-1

1 ea 20 lb propane for RU office \$3.00

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-~~10~~-94

POND LEVEL 07:00 AM: 113 1/8

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 drum TYPE: $KMnO_4$ DAILY COST: 92.50
liquid OX-1

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-7-94

POND LEVEL 07:00 AM: 113 1/4

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 drum TYPE: KmnO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: RV office (2) ea propane
refills

COST: 12.76

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-8-94

POND LEVEL 07:00 AM: 113 1/2

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 barrel TYPE: Kmw04 DAILY COST: 92.50
liquid chemical

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: water treatment COST:

2 each - 55 gallon drums
liquid Kmw04

air compressor

1 EA. - strapping fluid
for those cold mornings

\$1.69

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-9-94

POND LEVEL 07:00 AM: 113 9/16

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 barrel TYPE: *emv04* DAILY COST: *92.50*
liquis

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 11-10-94

POND LEVEL 07:00 AM: 113 ¹¹/₁₆

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: ^(Dam) 1/2 barrel TYPE: 16mm04 DAILY COST: 92.50
liquid

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OIL CON. DIV.
DIST. 3



SE
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

RECEIVED
 NOV - 2 1994
OIL CON. DIV.
DIST. 3

RE: SOUTHWEST WATER DISPOSAL

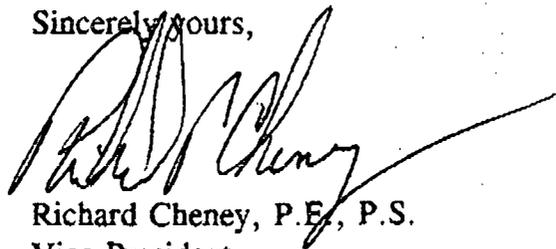
Dear Mr. Anderson:

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	600 bbls.
Gary Williams	80 bbls.
Caulkins Energy	1320 bbls.
Evergreen	80 bbls.
Amoco	2280 bbls.
El Paso	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 yours,


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

RPC/lp

cc: Denny Foust
 File

Post-it Fax Note	7671	Date	11-2	# of pages	1
To	Denny	From	Richard		
Co./Dept.	AMOCO	Co.			
Phone #		Phone #			
Fax #	334-6170	Fax #	505-325-1920		



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

RECEIVED

REGION 6

1445 ROSS AVENUE, SUITE 1200

DALLAS, TX 75202-2733

94 SEP 5 AM 8 50

1 SEP 1 1994

RECEIVED
OCT 14 1994

OIL CON. DIV.
DIV. 3

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,

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

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-7-94

POND LEVEL 07:00 AM: 102 1/2

NUMBER OF LOADS LEAVING: 4 @ 120 GAL ea VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMNO4 DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: ~~10~~ 10-26-94

POND LEVEL 07:00 AM: 111 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN:

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: K_2MnO_4 DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: RV OFFICE COST: \$13.76

2 PROPANE REFILLS

VERBAL APPROVAL BY DENNY FOUST

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NOV 3 1994
OIL CON. DIV.
DIST. 3

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

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

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NOV - 3 1994

OIL CON. DIV.
DIST. 3

Terms: Net Due 30 Days After Receipt.

7490

TIERRA ENVIRONMENTAL CORP.

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>10-20-94</i>
NAME <i>Southwest Disposal</i>		
ADDRESS <i>BLANCO NM</i>		

SOLD BY <i>RW</i>	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE RETD.	PAID OUT
----------------------	------	--------	--------	----------	------------	----------

QUAN	DESCRIPTION	PRICE	AMOUNT
<i>1</i>	<i>KMNO4 @ 110.25 lbs each</i>	<i>185.00</i>	<i>110.00</i>
2			
3			
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NOV - 3 1994

OIL CON. DIV.
DIST. 2

REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-28-94

POND LEVEL 07:00 AM: 111 1/2

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 can
SS-125165 TYPE: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-27-94

POND LEVEL 07:00 AM: 111 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMNO4 DAILY COST: 97.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:	COST:
Impoundment pond	
A/C compressor for repair	
@ DIL REPAIR	\$453.77
AIR compressor lines	
6 en. grommets	\$1.59
Turned in rental air compressor	\$657.97

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OIL CON. DIV.
DIST. 3



EQUIPMENT & RENTALS, INC.

1812 SCHOFIELD LANE • FARMINGTON, N.M. 87401

PHONE: (505) 327-7277

FAX #: (505) 325-6666

YOUR WORKING PROBLEMS ARE OURS

PROMPT JOB-SITE DELIVERY

OPEN WEEKDAYS 7 AM TO 5:30 PM

SATURDAYS 8 AM TO 12:00 NOON

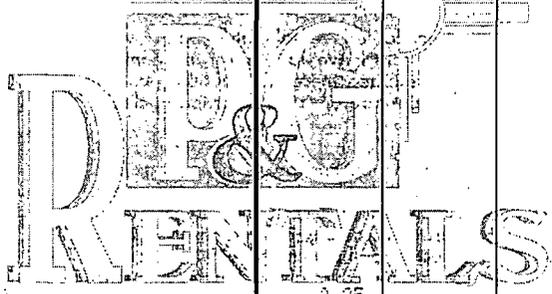
RENTALS & SALES

INVOICE / CONTRACT NO. 28129

CONTRACTOR / GENERAL: Includes light and heavy construction equipment, industrial equipment, homeowner and do-it-yourself tools, etc.

CUSTOMER TIERRA ENVIRONMENTAL CORPORATION 909 W. APACHE FARMINGTON, NM 87401		RENTAL DATE OUT 10/12/94	DATE DUE IN / RETURN TO P&G AT THIS ADDRESS 12/01/94	HOURS OUT 2856
TELEPHONE (505) 325-0904		ACCOUNT NO. TISEC		CUSTOMER P.O. NO.
ID DRIVER'S LICENSE		HOURS IN		LOCATION TO BE USED BLANCO

LINE NO.	TAX	QTY	EQUIPMENT NUMBER	DESCRIPTION	RENTAL RATES					AMOUNT
					MINIMUM	PER HOUR	PER EACH 8-HR. DAY	EACH 6 DAYS @ 8-HR. DAY / 40 HOURS	EACH 4 WKS @ 8-HR. DAY / 160 HOURS	
1			RVAC17	PATE 4 AIR COMPRESS, #17	22.00	11.00	55.00	255.00	575.00	521.00
2				TOWABLE 185 CFM, DIESEL FUEL						
3				USE W/BLOWTIRE, PAINT EQUIP, ETC						
4			PH411	WINDLE HOOP, 3M 412	0.00	0.00	0.00	0.00	0.00	0.00
5				3" 90. TUBE RECEIVER HITCH						
6				W/2 LOCK PING, LANYARD, RET. BOLT						
7			FEINTE.M	CUSTOMER INITIAL	0.00	0.00	0.00	0.00	0.00	0.00
8				CUSTOMER IS RESPONSIBLE FOR						
9				SAFE TRAILER/EQUIPMENT HOOKUP						
19			3HP-4	AIR HOSE WAGNER (RED)	0.25					1.50
21				FIT 3/4" AIR HOSE, OIL RESIST.						



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OIL CON. DIV.
DIST. 3

Verbal approval by Denny Feust

OK'd BY					DATE	TIME	MILEAGE OR DRIVER INITIAL	DELIVERY
25	PG	PO	LG	EMP	FINAL BILL			PICK-UP
26	THANK YOU !!!							CLEANING
28								SUB-TOTAL 622.59
29					FUEL TYPE	NO. OF GALLONS/LBS.	PRICE GALLONS/LBS.	TAX 36.97
30	PAID BY: CHARGE				KEROSENE PROPANE DIESEL GASOLINE			FUEL CHARGE

RATES ARE FOR 8-HOUR WORK DAYS - READ CONTRACT ON REVERSE SIDE BEFORE YOU SIGN BELOW. All invoices are due & payable on the 10th of each month following the statement. A LATE CHARGE of 1 1/2% PER MONTH (18% PER ANNUM) will be added to all past due accounts.			OUT DATE 10/12/94	WRN. BY JOU	31	TOTAL CHARGES	659.56
SIGNATURE X <i>[Signature]</i>			IN DATE 10/27/94	CKD. IN BY HLL	32	(DEPOSIT)	(0.00
PRINT YOUR NAME X <i>[Name]</i>			TOTAL WORK DAYS 11 DAYS @ 7.75 HR		33	BALANCE DUE	659.56

CHARGES ARE FOR TIME OUT, NOT TIME USED.

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

INVOICE NO.
01078

D & L REPAIR, INC.
P.O. BOX 1995 PH. 505-325-7124
FARMINGTON, NM 87499

INVOICE

ACCT. NO 0000
SOLD TO CASH ACCOUNT

SHIP TO
CASH ACCOUNT
TIERRA ENVIRONMENTAL
907 W. APACHE
FARMINGTON NM 87401

SALES NO. PURCHASE ORDER NO. SHIP VIA COL PPD DATE SHIPPED TERMS INVOICE DATE
AIR COMPRI O/H 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, O/H NO. 3	52.78	52.78
1			BFL92305	INJECTOR--RESET		
2			95166	OIL FILTER	8.72	8.72
1			94305	FUEL FILTERS	7.49	14.98
1			OUTSIDE WORK	AIR FILTER	23.23	23.23
2			ANTIFREEZE	BRAZE FILLER NECK ON HEAT EXCHANGER	35.00	35.00
2.5			OIL-BULK	COOLANT	4.95	9.90
1			3150	15W-40 ROTELLA	5.00	12.50
5			3100	SHOP EXPENSE	4.57	4.57
				LABOR WO 4429	40.00	200.00
				DAVEY AIR COMPRESSOR		
				FORD INDUSTRIAL ENGINE		
				INJECTOR LINE BROKEN ON		
				THIRD HOLE. REPLACED		
				INJECTOR LINE AND		
				OVERHAULED INJECTOR.		
				CHANGED OIL. REPLACED		
				FUEL FILTERS. BRAZED		
				FILLER NECK ON EXCHANGER.		
				ADDED COOLANT FOR -15 FH.		
				STEAM-CLEANED SALT FROM		
				UNIT. ADDED AIR TO		
				HITCH TIRE. TESTED UNIT		
				FOR OPERATION. NOTE--		
				MANY SAFETY FEATURES		
				ARE MISSING OR BYPASSED.		
				THANK YOU.		

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NOV - 3 1994
OIL CON DIV.
DIST. 3

ve

al l d

WARRANTY - 0-30 DAYS=100%
31-45 DAYS=85%, 46-60 DAYS=75%
NO REFUND AFTER 60 DAYS.

SALES AMOUNT 429.60
TAXABLE TOTAL 429.60
SALES TAX 24.17
FREIGHT

Barwill

Thank You

TOTAL 453.77

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-29-94

POND LEVEL 07:00 AM: 111 3/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: Remway DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

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NOV 3 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-30-94

POND LEVEL 07:00 AM: 112

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: $\frac{1}{2}$ can TYPE: $KMnO_4$ DAILY COST: 92.⁵⁰
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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NOV - 3 1994
OIL CON. 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

RECEIVED
NOV. 23 1994
OIL CON. DIV.
DIST. 3

RE: SOUTHWEST WATER DISPOSAL

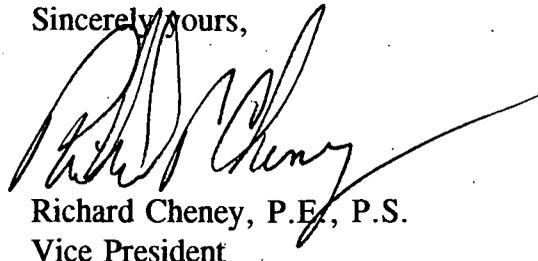
Dear Mr. Anderson:

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	600 bbls.
Gary Williams	80 bbls.
Caulkins Energy	1320 bbls.
Evergreen	80 bbls.
Amoco	2280 bbls.
El Paso	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 yours,



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

RPC/lp

cc: Denny Foust
File

TERRA MINERALOGICAL CORP.

7490

20575 1/2 ST 10
BIRMINGHAM AL 35201
205 975 1234
BIRM (AL) NET-1471

CUSTOMER'S ORDER NO.	DEPT. CHEMICAL	DATE 10-20-94
NAME Southwest Disposal		
ADDRESS Blanco NM		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.	DESCRIPTION	PRICE	AMOUNT
<i>Co</i>	<i>1 KmNO4 @ 110.25 lbs each</i>		
2			
3			
4			
5			
6			
7			
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15			
16			
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18			

REC'D BY

[Handwritten Signature]

RECEIVED
OCT 28 1994
OIL CON. DIST.
DIST. 3

need amount

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

7465

TERRA ENVIRONMENTAL CORP.

10000 W. 10th Ave
 Suite 1000
 Denver, CO 80202
 Tel: (303) 755-4411

CUSTOMER'S ORDER NO. <i>Southwest Disposal</i>	DEPT.	DATE <i>10-19-94</i>
NAME AMOCO <i>AMOCO</i>		
ADDRESS <i>Triple S # 381</i>		

SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT

QUAN	DESCRIPTION	PRICE	AMOUNT
1	Produced Water	3.30	120 BBL
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18	<i>Andro Espinosa</i>		

REC'D BY

RECEIVED
 OCT 28 1994

OIL CON. DIV.
 DIST. 3

REDIFORM

5L350/01350

**KEEP THIS SLIP
 FOR REFERENCE**

100 West Avenue
 Houston, TX 77001
 (713) 327-1471

CUSTOMER'S ORDER NO. <i>Southwest Disposal</i>	DEPT.	DATE <i>10-18-94</i>
NAME <i>AMOCO</i>		
ADDRESS <i>Triple S 355 Am</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN		DESCRIPTION	PRICE	AMOUNT
1	1	Product Water	3:00	120 BBL
	2	Produced water	6:00	120 BBL
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			
	11			
	12			
	13			
	14			
	15			
	16			
	17	<i>Gilbert M...</i>		
	18			

REC'D BY

100 West Avenue
 Houston, TX 77001
 (713) 327-1471

CUSTOMER'S ORDER NO. <i>Southwest Disposal</i>	DEPT.	DATE <i>10-19-94</i>
NAME <i>AMOCO</i>		
ADDRESS <i>Triple S - 355 Am</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN		DESCRIPTION	PRICE	AMOUNT
1	1	Produced WATER	10:15	120 BBL
1	2	Produced WATER	1:30	120 BBL
1	3	Produced water	3:00	120 BBL
	4			
	5			
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RECEIVED
 OCT 28 1994
 OIL CON. DIV.
 DIST. 3

TRINITY ENVIRONMENTAL CORP.

7461

200 West Sparks
New York, NY 10001
Tel: (212) 203-0924
Fax: (212) 227-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE
<i>SOUTH WEST DISCOS</i>		<i>10-17-94</i>
NAME		
<i>Amoco</i>		
ADDRESS		
<i>Triple S 355 St</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT

QUAN		DESCRIPTION	PRICE	AMOUNT
1	1	Produced Water 9:30		120 bbl
1	2	Produced Water 11:30		120 bbl
1	3	Produced Water 1:30		120 bbl
1	4	Produced water 4:30		120 bbl
	5			
	6			
	7			
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	15			
	16			
	17			
	18			

REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TRINITY ENVIRONMENTAL CORP.

7461

200 West Sparks
New York, NY 10001
Tel: (212) 203-0924
Fax: (212) 227-1471

CUSTOMER'S ORDER NO.	DEPT.	DATE
<i>SOUT</i>		<i>9-17-94</i>
NAME		
ADDRESS		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT

QUAN		DESCRIPTION	PRICE	AMOUNT
	1			1.00
1	2			20
	3			5.00
	4			
	5			
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FOR REFERENCE

TRINITY ENVIRONMENTAL CORP.
NEW YORK, NY 10001
OCT 18 1994

OIL CORP. DIST. 3

TIERRA ENVIRONMENTAL CORP.

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

1451

CUSTOMER'S ORDER NO. <i>SOUTH WEST DISPOSAL</i>	DEPT.	DATE <i>10-12-94</i>
NAME <i>EL PASO</i>		
ADDRESS <i>C HIEF TRANSPORT # 212 ILL MILE to Basin</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Produce D WATER		80 BBL
1	Impoundment water		80 BBL
1	Impoundment water	2:15 PM	80 BBL
1	Impoundment water	3:37 PM	80 BBL
1	Impoundment water	5:00 PM	80 BBL
1	Impoundment water	6:30 AM	80 BBL
7			
8			
9			
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REC'D BY

REDIFORM
 5L350/01350
 KEEP THIS SLIP
 FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO. <i>Sou</i>	DEPT.	DATE <i>0-12-9</i>
NAME		
ADDRESS		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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1						
2						0
3						0
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REC'D BY

REDIFORM
 5L350/01350
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 FOR REFERENCE

INVOICE # 1111
 DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-17-94

POND LEVEL 07:00 AM: 108 1/8

NUMBER OF LOADS LEAVING: 7 - 120 ^{LOADS} 66L VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55.125 lbs TYPE: KMnO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OCT 28 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-18-94

RECEIVED
OCT 28 1994

POND LEVEL 07:00 AM: 108 7/8

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 2 @ 120 bbl ^{each} VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55.125 lbs TYPE: *known* DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: ~~PROPANE~~
PROPANE COST: ~~4.00~~

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 28 1994
OIL CON. DIV.
DIST. 3

DATE: 10-19-94

POND LEVEL 07:00 AM: ~~108 7/8~~ 109 1/4

NUMBER OF LOADS LEAVING: 4 @ 120 BBL VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: $KmNO_4$ DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-20-94

POND LEVEL 07:00 AM: 109.314

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: -

RECEIVED
OCT 28 1994
OIL CON. DIV.
DIST. 3

AMOUNT OF CHEMICAL USED: 1/2 CAN TYPE: KMnO4 DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

Impoundment
6 CANS potassium PERMANGANATE

COST:

see daily
chemical
cost

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-21-94

POND LEVEL 07:00 AM: 109 ³/₄

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: $\frac{1}{2}$ can TYPE: KMNO₄ DAILY COST: 92.50
55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
OCT 28 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-22-94

RECEIVED
OCT 28 1994

POND LEVEL 07:00 AM: 110

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED:

1/2 can

TYPE:

Kmno4

DAILY COST:

92.50

55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-23-94

POND LEVEL 07:00 AM: 110 1/4

NUMBER OF LOADS LEAVING: 0

VOLUME: 0

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED:

1/2 CAN

TYPE: 12mw04

DAILY COST: 92.50

55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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OCT 28 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-24-94

POND LEVEL 07:00 AM: 110 1/2

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: -

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OCT 28 1994

OIL CON. DIV.
DIST. 3

AMOUNT OF CHEMICAL USED: 1/2 can TYPE: $Kmno_4$

DAILY COST: 92.50

55.125 lbs

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-25-94

POND LEVEL 07:00 AM: 111

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

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OCT 28 1994

OIL CON. DIV.
DIST. 3

AMOUNT OF CHEMICAL USED:

1/2 can

TYPE:

kmwof

DAILY COST:

92.50

55-125-185

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

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

7457

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

1458

CUSTOMER'S ORDER NO. SOUTH WEST DISPOSAL DEPT. DATE 10-12-94
 NAME EL PASO
 ADDRESS Chief Transport #212 111 M/L to Basin

CUSTOMER'S ORDER NO. SOUTH WEST DISPOSAL DEPT. DATE 10-12-94
 NAME EL PASO
 ADDRESS Chief Transport #212 WB to Basin

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Produced Water		80 BBL
1	Impoundment water		80 BBL
1	Impoundment water 2:15 PM		80 BBL
1	Impoundment water 3:37 PM		80 BBL
1	Impoundment water 5:00 PM		80 BBL
1	Impoundment water 6:30 AM		80 BBL
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QUAN.	DESCRIPTION	PRICE	AMOUNT
1	1 Produced Water		80 BBL
1	2 Impoundment water 2:50 PM		80 BBL
1	3 Impoundment water 4:40 PM		80 BBL
1	4 Impoundment water 6:00 PM		80 BBL
1	5 Impoundment water 7:25 PM		80 BBL
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RECEIVED
 OCT. 25 1994

OIL CON. DIV.
 DIST. 3

Wayne [Signature]

REC'D BY

REC'D BY

REDIFORM
 5L350/01350

KEEP THIS SLIP
 FOR REFERENCE

REDIFORM
 5L350/01350

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 FOR REFERENCE

TERRA ENVIRONMENTAL CORP.

7459

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO. <i>South West Des.</i>	DEPT.	DATE <i>10-13-94</i>
NAME <i>AMACO</i>		
ADDRESS <i>TRIPPLE S TRUCK #355 CONN DES</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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QUAN.	DESCRIPTION	PRICE	AMOUNT
1	TAPWATER 9:00 AM	120	BBL
1	TAPWATER 1:13 PM	120	BBL
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REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TERRA ENVIRONMENTAL CORP.

7460

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO. <i>S</i>	DEPT.	DATE <i>5</i>
NAME		
AC	ESS	
<i>TH</i>	<i>CO</i>	<i>#3</i>
		<i>CONN</i>

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

RECEIVED
 RECEIVED
 WILL GIVE
 [Illegible]



320-1911

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

RECEIVED
OCT 20 1994
OIL CON. DIV.
DIST. 3

RE: SOUTHWEST WATER DISPOSAL

Dear Mr. Anderson:

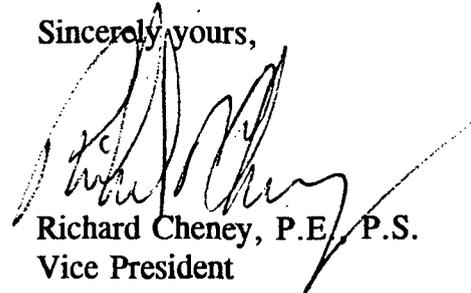
As per your request, I have reviewed the equipment and materials list presently on-site at Southwest Disposal. It is my opinion that none of this equipment should be released until closure is complete. The significant pieces of equipment and materials are presently being used or may be used in the near 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	600 bbls.
Gary Williams	80 bbls.
Caulkins Energy	1320 bbls.
Evergreen	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,


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

RPC/lp

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-8-94

POND LEVEL 07:00 AM: 105 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 TYPE: $KmNo_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-9-94

POND LEVEL 07:00 AM: 105 3/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55.125# TYPE: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-10-94

POND LEVEL 07:00 AM: 106 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 #s TYPE: $KmNO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-11-94

POND LEVEL 07:00 AM: 10644

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 lbs TYPE: $KMnO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *Impoundment* COST:

3 cans potassium permanganate
@ 110.25 lbs each

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-12-94

POND LEVEL 07:00 AM: 107 1/4

NUMBER OF LOADS LEAVING: 11 80 BBL LOADS VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55.125 lbs; TYPE: KMnO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: OFFICE TRAILER COST:
PROPANE REFILLS

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-13-94

POND LEVEL 07:00 AM: 107 ³/₄

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED:

55.125 lbs

TYPE:

Kmno4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-14-94

POND LEVEL 07:00 AM: 108 1/4

NUMBER OF LOADS LEAVING: 6 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: -

AMOUNT OF CHEMICAL USED: 55.125 lbs TYPE: Kmno4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-15-94

POND LEVEL 07:00 AM: 10844

NUMBER OF LOADS LEAVING: 4-120882 ^{LOADS} VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55.125 lbs TYPE: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 10-16-94

POND LEVEL 07:00 AM: 108 1/8

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: —

AMOUNT OF CHEMICAL USED: 55-125 lbs TYPE: KMnO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

1. Water Removal

2. Evaporation Pit Closure
and Remediation
A. Sampling + Testing B. Dirt work

3. Skimmer P.T Remediation
A. Is it Necessary
B. In Situ or excavation
C. Onsite or haul

Water Removal

1. How - Evaporation and/or hauling

2. Is pit open from
Dec. 1st - April 1st

A. How manned if open

B. minimum requirements

C.

Se

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.

RECEIVED
OCT 12 1994
OIL CON. DIV.
DIST. 3

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.

ARTICLE I – STATEMENT OF WORK

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.

ARTICLE III – SCOPE OF WORK

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.

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 ($\frac{1}{4}$ $\frac{1}{4}$ 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.

ARTICLE VIII – CONTRACT TERMS

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.
- C. The offeror selected ^{will} may be required to furnish appropriate bonds. _{insurance}

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:

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

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. **Compensation:** *(Select Option 1, 2, or 3)*

Option 1: (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.

Option 2: (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.

Option 3: (Time and Materials)

A. EMNRD shall pay Contractor for services rendered _____ (\$ _____) per (hour, day, week, month), such compensation not to exceed _____ (\$ _____) in total, which shall include both New Mexico Gross Receipts taxes, if applicable, and travel as shown in Paragraph 2. __., below.

(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, et seq., 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. **Term:** 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, below.

4. **Termination:** 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. **Status of Contractor:** 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. **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.

Option (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.

Option (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. **Records and Audit:** 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)***.

Option *(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. **Appropriations**: 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. **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.

Optional (Include in PSA if acknowledgement required):

12. **Acknowledgement**: 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. **Amendment**: 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. **Scope of Agreement:** 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. **Compliance with Funding Source Conditions:** 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. **Minimum Wage Rate:** 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. **Hold Harmless Agreement:** 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.

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 co-insured 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. **Attorney's Fees and Costs:** 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. Applicable Law: 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

By: _____

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: _____



**TIERRA ENVIRONMENTAL
CORPORATION**
907 WEST APACHE
P.O. DRAWER 15250
FARMINGTON, NEW MEXICO 87401

TELECOPIER TRANSMITTAL

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

DATE: 10/17/94

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 x 280 INSTEAD OF 310 x 310 AS SHOWN
ON THE PLANS. IF THIS IS TRUE THEN THE POND
VOLUME IS MORE LIKE 197,000 bbls. HOW SHOULD
WE ADDRESS THIS?

RPC

FAX NO. 1-505-325-1920



TIERRA
ENVIRONMENTAL CORPORATION

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

October 17, 1994

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

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.S.
Vice President

RPC/lp

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

RECEIVED
OCT 18 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

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

TIERRA ENVIRONMENTAL CORP.

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>10-11-94</i>
NAME <i>Southwest Disposal</i>		
ADDRESS <i>Blanco NW - Impandment</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
<i>3</i>	<i>1</i>	<i>Kmwoy (2) 110.25 #'s each</i>		
	<i>2</i>			
	<i>3</i>			
	<i>4</i>			
	<i>5</i>			
	<i>6</i>			
	<i>7</i>			
	<i>8</i>			
	<i>9</i>			
	<i>10</i>			
	<i>11</i>			
	<i>12</i>			
	<i>13</i>			
	<i>14</i>			
	<i>15</i>			
	<i>16</i>			
	<i>17</i>			
	<i>18</i>			

REC'D BY *Blair Williams*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

MAKE CHECKS PAYABLE TO

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



Amounts may be sub. by due date .25% late fee.

BILLING DATE	DUE DATE	ENTER AMOUNT PAID
09/01/94	09/15/94	

ACCOUNT NUMBER 59535-61488
 PREVIOUS BALANCE \$ 10,302.91
 CURRENT CHARGES \$ 286.51
 TOTAL DUE \$ 869.42

Southwest Water Disposal
 361 Road 4599
 P.O. Box 35
 Flora Vista, NM 87415

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

CUSTOMER NAME		SERVICE LOCATION			ACCOUNT NUMBER		DUE DATE		
Southwest Water Disp		361 Road 4599			59535-61488		9/15/94		
BILLING DATE	09/01/94	SERVICE PROVIDED FROM	8/22/94	TO		DAYS THIS BILLING		READING ROUTE	14/08
DESCRIPTION		PREVIOUS READING	PRESENT READING	MULTIPLIER	USAGE		CHARGES		
EL KWD DEMAND							\$ 271.25		
EL KVAR KILOVAR							.00		
SJTX - SJ County Tax							15.26		
PREVIOUS BALANCE							\$10,302.91		
DEPOSIT APPLIED							9,720.00-		
REMAINING BALANCE WITH CURRENT							869.42		
TOTAL CURRENT CHARGES							\$ 286.51		
Past Due Amount (Previous Balance)							\$ 582.91		
Total Amount Due							\$ 869.42		

ADDITIONAL INFORMATION:

This is the final bill for Southwest Water Disposal.

0

Electric (KWH)

0

Water (Gallons)



THIS MONTH

THIS MONTH LAST YEAR

LAST MONTH

THIS MONTH

THIS MONTH LAST YEAR

LAST MONTH

MAKE CHECKS PAYABLE TO

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



Amount paid by due date
 may be subject to 1.25% late fee.

BILLING DATE	DUE DATE	ENTER AMOUNT PAID
09-27-94	10-11-94	

ACCOUNT NUMBER 68977-61488
 PREVIOUS BALANCE \$0.00
 CURRENT CHARGES \$4,844.81
 TOTAL AMOUNT NOW DUE \$4,844.81

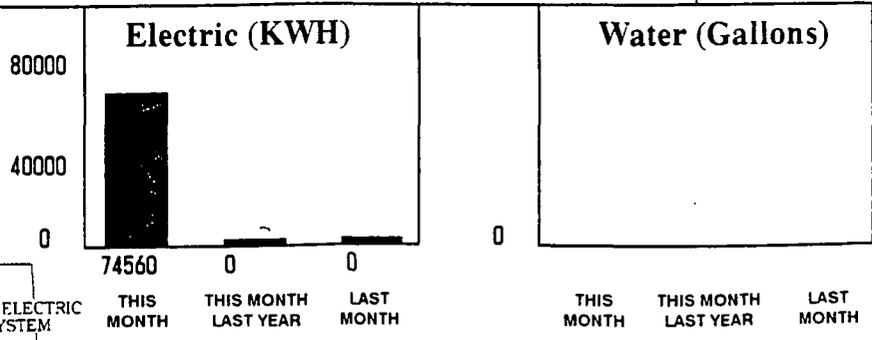
994
 ENERGY, MINERALS, & NATURAL RE
 2040 S PACHECO
 SANTA FE, NM 87505



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

CUSTOMER NAME		SERVICE LOCATION			ACCOUNT NUMBER		DUE DATE		
ENERGY, MINERALS, & NATURAL RE		361 ROAD 4599			68977-61488		10-11-94		
BILLING DATE	09-27-94	SERVICE PROVIDED FROM	08-22-94	TO	09-21-94	DAYS THIS BILLING	30	READING ROUTE	14008
DESCRIPTION		PREVIOUS READING	PRESENT READING	MULTIPLIER	USAGE		CHARGES		
Large General Secondary			64472	40	74560		3,807.84		
Demand Charge ACTUAL - 117			2948	40	117		913.88		
KVAR Charge							0.00		
Power Cost Adjustment at 0.0020000-							149.12-		
Service Charge							15.00		
Gross Receipt Tax at 5.625%							257.21		
TOTAL CURRENT CHARGES							\$4,844.81		
Past Due Amount (Previous Balance)							\$0.00		
Total Amount Due							\$4,844.81		

ADDITIONAL INFORMATION:
 This is the first bill for this account.
 Should you have any questions or need
 assistance, contact customer service at
 (505) 599-1353.



Meter# 064718815

Meter#

Last Payment \$0.00- on 00-00-00. Thank You.

PREPARED: 9/22/94
 PROGRAM UT476L
 City of Farmington

ACCOUNT BILLING HISTORY
 DETAILS

PAGE: 1

(7/26/94 TO 9/15/94)

CUSTOMER: 59535 SOUTHWEST WATER DISP
 P O BOX 35
 FLORA VISTA NM 87415

LOCATION: 61488 361 ROAD 4599
 BALANCE: 869.42
 CYCLE/ROUTE: 14-08
 STATUS: F
 BUDGET TRANSACTIONS (*)

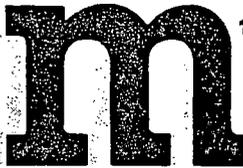
*****TRANSACTION*****	PREVIOUS	CURRENT	BILLED	TOTAL BILL
DATE TYPE DESCRIPTION	BALANCE	AMOUNT	CONSUMPTION	AMOUNT

8/31/94 BILL FINAL BILL	10302.91			869.42
SJTX - SJ COUNTY TAX		15.26		
EL DEMAND		271.25	35.00	
EL KILOVAR		.00		
TOTAL		286.51		
8/31/94 PMT DEP REFUND		9720.00		

8/25/94 BILL CYCLE BILL	5211.29			10302.91
SJTX - SJ COUNTY TAX		267.68		
EL DEMAND		937.44	120.96	
EL KILOVAR		.00		
EL KILOWATT HOUR STEP 2		712.00	17800.00	
EL KILOWATT HOUR STEP 1		3265.92	60480.00	
EL POWER COST ADJUSTMNT		156.56-	78280.00	
ELECTRIC LATE FEE		65.14		
TOTAL		5091.62		

CONSUMPTION PARAMETERS FOR ELECTRIC
 EXCEPTION REPORT FLAG :
 CONSUMPTION ESTIMATE : .00
 DEMAND CONSUMPTION ESTIMATE : .00
 AVERAGE CONSUMPTION : 2336.66
 AVERAGE DEMAND CONSUMPTION : 4.28
 TOTAL CONSUMPTION : 1453400.00
 TOTAL DEMAND CONSUMPTION : 2662.60
 TOTAL READING DAYS : 622

DOUBLE



1711 SAN JUAN BOULEVARD
FARMINGTON, N. M. 87401

SALES & SERVICE

TELEPHONES
(505) 327-0470
(505) 327-0479
FAX
(505) 325-1083

No statement will be sent.
Please pay from this invoice.

INVOICE

S.W.

MANUFACTURER'S REPRESENTATIVES

INVOICE NUMBER: 010229

INVOICE DATE: 10/04/94

PAGE: 1

SOLD TO: TIERRA ENVIRONMENTAL
P.O. DRAWER 15250
FARMINGTON, N.M.
87401

SHIP TO: TIERRA ENVIRONMENTAL
P.O. DRAWER 15250
FARMINGTON, N.M.
87401

SHIP VIA
SHIP DATE 10/04/94
DUE DATE 11/03/94
TERMS NET 30

CUST. I.D. 798
P.O. NUMBER
P.O. DATE 10/04/94
OUR ORDER NO.
SALESPERSON JERRY

ITEM I.D./DESC	ORDERED	SHIPPED	UNIT	PRICE	NET	TAX
FSGTANK STRIP 2"FRAC TANK STRIPPING	1.00	1.00	ROLL	39.9200	39.92	T
					SUBTOTAL	39.92
					TAX	2.37
					PAYMENTS	0.00
					TOTAL	42.29

John Will



DBA: P & G
EQUIPMENT & RENTALS, INC.

1812 SCHOFIELD LANE • FARMINGTON, N.M. 87401

PHONE: (505) 327-7277

FAX #: (505) 325-8666

CONTRACTOR / GENERAL: Includes and heavy construction equipment, industrial equip

Somehow and tools, etc.

AL DATE OUT

10/05/94

RENTALS & SALES
INVOICE / CONTRACT NO. 27705

IN / RETURN TO P&G AT

12/01/94

HOURS OUT

2856.2

TIERRA ENVIRONMENTAL
CORPORATION

909 W. APACHE
FARMINGTON, NM 87401

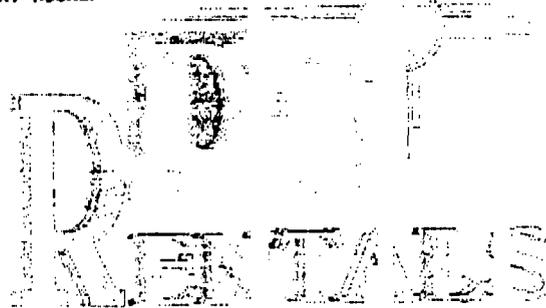
BLANCO

TELEPHONE (505) 325-0924

ACCOUNT NO. TIEEC

NONE

1	1	R4AC17.	RATE 4,AIR COMPRESS, #17	22.00	11.00	65.00	265.00	675.00	265.00
2			TOWABLE 185 CFM, DIESEL FUEL						
3			USE W/BLOWPIPE, PAINT EQUIP, ETC						
4	1	PH412.	PINTLE HOOK, SN 412	0.00	0.00	0.00	0.00	0.00	0.00
5			2" SB. TUBE RECEIVER HITCH						
6			W/2 LOCK PINS, LANYARD, RET. BOLT						
7	1	TSNOTE.M	CUSTOMER INITIAL _____	0.00	0.00	0.00	0.00	0.00	0.00
8			CUSTOMER IS RESPONSIBLE FOR						
9			SAFE TRAILER/EQUIPMENT HOOKUP						



OK'd BY

DATE

TIME

25 PG PO LG EMP FINAL BILL

DELIVERY

26 THANK YOU!!

PICK-UP

27 CLEANING

28 SUB-TOTAL 265.00

29 FUEL CHARGE 15.73

30 PAID BY: CHARGE

FUEL CHARGE

RATES ARE FOR 8-HOUR WORK DAYS - READ CONTRACT ON REVERSE SIDE BEFORE YOU SIGN BELOW. All invoices are due & payable on the 10th of each month following the statement. A LATE CHARGE of 1/2% PER MONTH (18% PER ANNUM) will be added to all past due accounts.

2:35P 10/05/94

3 TOTAL CHARGES 280.73

11FOOA 7/27/94

DEPOSIT (0.00

SIGNATURE

TOTAL 5 DAYS 0.00 HR

BALANCE 280.73

INVOICE

SOLD TO: TIERRA
 P O DRAWER 15250
 FARMINGTON, NM 87499



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



DELIVERED TO:

INVOICE/ ORDER NO. G12119 ACCOUNT NO. 90840.0 LOCATION T68 CUSTOMER ORDER NUMBER DATE 09/29/94

DELIVERY/ INSTRUCTIONS

NOTES: 130122

PROD. CODE	INVENTORY CODE	DESCRIPTION	TAX CODE	QUANTITY ORDERED	QUANTITY DELIVERED	PRICE	FED. TAX %	STATE TAX %	AMOUNT
19	19	DYED DIESEL #2	10M	200.0	200.0	0.8700			174.00
FN		NM PPL	1NN	200.0	200.0	0.0100			2.00

TOTAL FEDERAL EXCISE TAX

TOTAL STATE ROAD TAX

SALES TAX 10.45

TOTAL DUE 186.45

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 1 1/4% per month (18% annual) added to the past due balance.

Subject to correction of clerical errors.

TERRA ENVIRONMENTAL CORP.
 909 West Apache
 Farmington, N.M. 87401
 OIL: (505) 325-0924
 Fax: (505) 327-1471

7452

CUSTOMER'S ORDER NO. <i>Southwest Disposal</i>	DEPT.	DATE <i>10-5-94</i>
NAME <i>CAULKINS</i>		
ADDRESS <i>Tribe 5 # 355 Am</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
---------	------	--------	--------	----------	------------	----------

QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	Produced water	9.45	120 BBL
1	2		11.15	120 BBL
1	3		1.30	120 BBL
1	4	Southwest Water Disposal Water	3.30	120 BBL
1	5		5.45	120 BBL
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REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TERRA ENVIRONMENTAL CORP.
 909 West Apache
 Farmington, N.M. 87401
 OIL: (505) 325-0924
 Fax: (505) 327-1471

7451

CUSTOMER'S ORDER NO. <i>Southwest</i>	DEPT.	DATE <i>10-4-94</i>
NAME <i>EVERGREEN COSA CENTRAL</i>		
ADDRESS <i>shipped to Basin</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	80 BBL. SanCo Truck#	15.40	
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RECEIVED
 OCT 18 1994
 OIL CON. DIV.
 DIST. 3

REC'D BY

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

909 West Apache
 Farmington, NM 87401
 Ofc (505) 325-0924
 Fax: (505) 327-1471

7454

CUSTOMER'S ORDER NO. _____ DEPT. _____ DATE 0 - -

NAME _____

ADDRESS _____

SOLD BY _____ CASH _____ C.O.D. _____ CHARGE ON ACCT. _____ MDSE. RETD. _____ PAID OUT _____

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REC'D BY *[Signature]*

REDIFORM
 5L350/01350

**KEEP THIS SLIP
 FOR REFERENCE**

TIERRA ENVIRONMENTAL CORP.

909 West Apache
 Farmington, NM 87401
 Ofc: (505) 325-0924
 Fax: (505) 327-1471

7453

CUSTOMER'S ORDER NO. _____ DEPT. _____ DATE 10-6-94

NAME SOUTH WEST WATER

ADDRESS CALLKINS DR.
 TRIPPLES, # 355 (BASEN LES)

SOLD BY _____ CASH _____ C.O.D. _____ CHARGE _____ ON ACCT. _____ MDSE. RETD. _____ PAID OUT _____

QUAN.		DESCRIPTION	PRICE	AMOUNT
1	1	PRODUCED WATER (7:40 AM)	120	BBL
1	2	Improvement water 9:55 AM	120	BBL
1	3	IMPROVEMENT WATER 12:00 PM	120	BBL
1	4	IMPROVEMENT WATER 2:20 PM	120	BBL
1	5	Improvement water 4:15 PM	120	BBL
1	6	Improvement water 6:15 PM	120	BBL
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RECEIVED
 OCT 18 1994

OIL CON. DIV.
 DIST. 3

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 5L350/01350

**KEEP THIS SLIP
 FOR REFERENCE**

TERRA ENVIRONMENTAL CORP.

7456

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

TERRA ENVIRONMENTAL CORP.

7455

909 West Apache
Farmington, NM 87401
Off: (505) 325-0924
Fax: (505) 327-1471

CUSTOMER'S ORDER NO. <i>Southwest Disposal</i>	DEPT.	DATE <i>10-7-94</i>
NAME <i>BHP PETROLEUM</i>		
ADDRESS <i>CIT TRUCK # 202</i>		

CUSTOMER'S ORDER NO. DEPT. DATE

NAME

H. DR. S

SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT

AN.	DESCRIPTION	PRICE	AMOUNT
<i>1</i>	<i>Impoundment water</i>	<i>9:34am/120</i>	<i>88L</i>
<i>1</i>	<i>Impoundment water</i>	<i>11:41am</i>	<i>120 88L</i>
<i>1</i>	<i>Impoundment water</i>	<i>1:32pm</i>	<i>120 88L</i>
<i>1</i>	<i>Impoundment water</i>	<i>3:30pm</i>	<i>120 88L</i>
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130 0

RECEIVED
DIESEL DIV
OIL CONL DIVZ
DIST. 2

REC'D BY *[Signature]*

REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

REDIFORM
5L350/01350

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FOR REFERENCE

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

DATE: 10-1-94

POND LEVEL 07:00 AM: 101

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: *NA*

AMOUNT OF CHEMICAL USED: 55 1/2 #s TYPE: *Kmroy*

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

DATE: 10-2-94

POND LEVEL 07:00 AM: 10: 1/2

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 55 1/2

TYPE: Kanwo4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

DATE: 10-3-94

POND LEVEL 07:00 AM: ~~102 1/4~~ 102 1/4

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 5 1/2 TYPE: 12m not DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

DATE: 10-4-94

POND LEVEL 07:00 AM: 102 $\frac{1}{8}$

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 1 @ 80 BBL VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 $\frac{1}{2}$ #s TYPE: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: HOLDING TANK COST: \$42.29

1 ROLL 2" FRAC TANK
STRIPPING

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

DATE: 10-5-94

POND LEVEL 07:00 AM: 103 1/4

NUMBER OF LOADS LEAVING: 5

VOLUME: 600 bbl Total
120 BBL each load

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 1/8

TYPE: KMNO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Impoundment

COST: \$865 on monthly rate

1 AIR COMPRESSOR

from P & G rental to replace one that is
getting repaired

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
OCT 18 1994

OIL CON. DIV.
DIST. 3

DATE: 10-6-94

POND LEVEL 07:00 AM: 104

920 bbls Total

NUMBER OF LOADS LEAVING: 8

VOLUME: 1 @ 80 BBL ea
7 @ 120 BBL ea

H2S READING 07:00 AM: 0.1

07:00 PM: 0.0

DISSOLVED OXYGEN AS TAKEN: MP

AMOUNT OF CHEMICAL USED: 110 1/4 #3

TYPE: KMNO4

DAILY COST: 185.00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

Tierra Environmental Corporation Southwest Water Disposal Inventory

Steel Connectors

4"	Nipple 8"	2
4"	Nipple 6"	1
4"	Swedge 4" x 2"	2
4"	Change Over-Plug 4" x 2"	1
4"	Flat Plug	2
4"	T	1
4"	Flapper Valve	1
4"	Valves (Need Rebuilt)	
4"	Various pieces: Unions, Wings, Nipples and Hose Connections, Quick Couplings	
1 1/4"	Valves (New)	9
1" - 1 1/4"	1 1/2" - 2" Assortment of Nipples, Collars, Unions	
4", 6", 8"	Hose Clamps, Assortment of	
4	Lights, Two Stands	
4", 6", 8"	Gaskets, Bolt	
	Jumper Cables, Set	1
8"	Valve	1
6"	Valve	2
	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
	210 BBL Tanks	3
	100 BBL Tank (Hot Oil)	1
	Air Compressors (1 Bad motor)	2
	Fuel Tank App 2500 Gal (Graves Oil)	1
	Trailer House 8 x 18	1
	First Aid Kit	1
	Helmet, Face Shield	1
	Face Mask	1

RECEIVED
 OCT. 1 8 1994
OIL CON. DIV.
DIST. 3

Water Can, 5 Gal	1
TV Set (Dave Jacquez)	1
Radio (Sid Knowlton)	1
Coffee Pot	1
Air Conditioner (Sid Knowlton)	1
Lights (Pond) (Rob Dillard)	2
Light (Inside Shed, Pond)	2

	Used Pipe	PVC	
1/2"	ScH 40	3JS	
2"	ScH 40	19 JTS	
2 1/2"		45 JTS	
4"	ScH 40	23 JTS	
4"	Sewer Pipe	27 JTS	Light WT
8"	Sch 40		2
8"	Hose With Flanages		2 15' Each
	Several Short Lengths of All Sizes		

	Pond, ScH 40, In Use	
2 1/2"	ScH	38 JTs
4"	ScH 40	70 JTs
6"	ScH 40	20 JTs
8"	ScH 40	38 JTs
4"	Ys	2 JTs
8"	Ys	6 JTs
4"	Sewerpipe Light WT	47 JTs

	Pump Shed PVC	
8"	Ts	2
8"	Collars	3
8"	Change Over 8" - 6"	1
8"	Change Over 8" - 6"	1
8"	Bolt Flange, Pipe	1
6"	Collars	3
6"	Change Over Thread, Pipe	1
6"	Bolt Flange, Pipe	1
6"	Change Over Pipe 4" Thread	2
6"	3'ScH 80 Pipe	1
4"	Bolt Flange, Thread	2

4"	Collar	1
4"	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"	90° L Light WT	1
4"	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
2"	End Caps	5

2 1/2"	Change Over Collar 2 1/2" - 3/4"	8
1"	Collars	7
1"	90° - 'L'	4

Small Boxes With Various Sizes Small Pvc Nipples and Connections

36"	Pipewrench Alum	2
24"	Pipewrench Alum	1
15"	Crescent	1
12"	Crescent	1

End Wrenches

$3/8$	1
$7/16$	1
$11/16$	1
$3/4$	1
$13/16$	1
$7/8$	1
$15/16$	1
1"	1
$1^{1/16}$	1
$1^{1/8}$	1
$1^{1/4}$	1
Tap and Die Set	1
Hand Saws, Worn Out	4
Hole Saws	3
Sledge Hammer, No Handle	1

7
TIERRA ENVIRONMENTAL CORPORATION
907 West Apache, P.O. Drawer 15250
Farmington, New Mexico 87401
(505) 325-0924

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 **\$ 6,789.58**

ADDITIONAL CHARGES

KMnO4 12 DRUMS @ \$ 185.00 EA. **2,220.00**

TOTAL **\$ 9,009.58**

Terms: Net Due 30 Days After Receipt.

RECEIVED
OCT - 5 1994
OIL CON. DIV.
DIST. 3

TIERRA ENVIRONMENTAL CORP.

7480

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. CHEMICAL	DATE 4-26-94
NAME Southwest Disposal		
ADDRESS Blanco, N.M.		

SOLD BY *HW* CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT

QUAN	DESCRIPTION	PRICE	AMOUNT
3	1 KMNO4 (a) 110.25 #s RA		
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REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

TIERRA ENVIRONMENTAL CORP.

7483

909 West Apache
 Farmington, NM 87401
 Off: (505) 325-0924
 Fax: (505) 327-1471

CUSTOMER'S ORDER NO.	DEPT. CHEMICAL	DATE 4-29-94
NAME SOUTH WEST DISPOSAL		
ADDRESS Impoundment		

SOLD BY *[Signature]* CASH C.O.D. CHARGE ON ACCT. MDSE.RETD. PAID OUT

QUAN	DESCRIPTION	PRICE	AMOUNT
4	1 110.25 * QTY 2 (441.0#) KMNO4		
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REC'D BY *[Signature]*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

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

7473

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

7478

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>9-15-94</i>
NAME <i>Southwest Disposal</i>		
ADDRESS <i>Blanco NM</i>		

SOLD BY <i>Tierra Env. Corp</i>	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
------------------------------------	------	--------	--------	----------	------------	----------

QUAN		DESCRIPTION	PRICE	AMOUNT
<i>3</i>	<i>1</i>	<i>Kmno4 @ 10.25 #s each</i>		
	<i>2</i>			
	<i>3</i>			
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	<i>18</i>			

REC'D BY *Blain Will*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

CUSTOMER'S ORDER NO.	DEPT. <i>CHEMICAL</i>	DATE <i>1-7-9</i>
NAME <i>S w t</i>		
ADDRESS <i>ed</i>		

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE.RETD.	PAID OUT
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REC'D BY *Blain Williams*

REDIFORM
5L350/01350

KEEP THIS SLIP
FOR REFERENCE

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-30-94

POND LEVEL 07:00 AM: 102 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: n/a

AMOUNT OF CHEMICAL USED: 55.375 #s TYPE: *knoc4* DAILY COST:

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *Imprandment* COST:

*4 crws potassium permanganate
@ 110.25 #/s each*

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-29-94

POND LEVEL 07:00 AM: 101

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 110.25 #s TYPE: *ICM 207* DAILY COST: 185⁰⁰

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *air compressor* COST:
200 gallons Diesel #1
Grease oil & butane
200 gallons Diesel

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 29 1994
OIL CON. DIV.
DIST. 3

DATE: 9-~~27~~²⁷-94

POND LEVEL 07:00 AM: \emptyset 99 1/8

NUMBER OF LOADS LEAVING: \emptyset VOLUME:

H2S READING 07:00 AM: \emptyset 07:00 PM: \emptyset

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 110 ~~lb~~^{kg} #5 TYPE: KmNo4 DAILY COST: 185.⁰⁰

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: *Impoundment* COST:
3 cans potassium permanganate
@ 110 kg #5 each

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 29 1994
OIL CON. DIV.
DIST. 3

DATE: 9-26-94

POND LEVEL 07:00 AM: 98 1/8

NUMBER OF LOADS LEAVING: 0 VOLUME:

H2S READING 07:00 AM: 0.3 Denny Faust
0.0 Tierra 07:00 PM: 0.0

DISSOLVED OXYGEN AS TAKEN: n/a

AMOUNT OF CHEMICAL USED: 110.25 #/s TYPE: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-25-94

RECEIVED
SEP 29 1994

POND LEVEL 07:00 AM: 98

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED:

55#s

TYPE:

Km204

DAILY COST: 97.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-24-94

POND LEVEL 07:00 AM: 97 1/4

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: MIN

AMOUNT OF CHEMICAL USED: 55 #15

TYPE: KMnO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
SEP 29 1994

OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-23-94

RECEIVED
SEP 29 1994

POND LEVEL 07:00 AM: 96 3/4

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #s TYPE: Kms 04 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Compressor - 1 freeze plug

COST: \$1.90

OK
DJJ

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 29 1994

OIL CON. DIV.
DIST. 3

DATE: 9-22-94

POND LEVEL 07:00 AM: 96

NUMBER OF LOADS LEAVING: ①

VOLUME:

H2S READING 07:00 AM: α

07:00 PM: α

DISSOLVED OXYGEN AS TAKEN: 3.0

AMOUNT OF CHEMICAL USED:

55#¹/₃

TYPE:

12mno4

DAILY COST:

92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 27 1994
OIL CON. DIV.
DIST. 3

DATE: 9-21-94

POND LEVEL 07:00 AM: 95 7/8

NUMBER OF LOADS LEAVING: 2

VOLUME:

H2S READING 07:00 AM: 2

07:00 PM: 2

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #1s

TYPE: Kmwo4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 27 1994
OIL CON. DIV.
DIST. 3

DATE: 9-20-94

POND LEVEL 07:00 AM: 95 3/8

NUMBER OF LOADS LEAVING: 0

VOLUME: 290,000

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: n/a

AMOUNT OF CHEMICAL USED: 55 lbs

TYPE: Kenno 4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 27 1994

OIL CON. DIV.
DIST. 3

DATE: 9-19-94

POND LEVEL 07:00 AM: 95

NUMBER OF LOADS LEAVING: 2

VOLUME: 240,000

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: 4.2

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: Kemway

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-18-94

POND LEVEL 07:00 AM: 94 3/8

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: $KMnO_4$

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
SEP 27 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-17-94

RECEIVED
SEP 27 1994

POND LEVEL 07:00 AM: 94

OIL CON. DIV.
DIST. 3

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0.1

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: Kinnor

DAILY COST: 92,50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: chemical mixing 1 box
Nitrax gloves

COST: ——— need cost

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

RECEIVED
SEP 27 1994
OIL CON. DIV.
DIST. 3

DATE: 9-16-94

POND LEVEL 07:00 AM: 9 3/4

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0.1

DISSOLVED OXYGEN AS TAKEN: 2.6

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: KMNO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: ~~Impoundment - 5 cans potassium~~ COST:
~~potassium to 0 10.25 #s each~~

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-15-94

POND LEVEL 07:00 AM: 92 3/4

NUMBER OF LOADS LEAVING: 2

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 110 lbs TYPE: Kmsol

DAILY COST: 185.00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

RECEIVED
SEP 27 1994
OIL CON. DIV.
DIST. 3

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-01-94

RECEIVED
SEP 19 1994
OIL CON. DIV.
DIST. 3

POND LEVEL 07:00 AM: 87 3/4

NUMBER OF LOADS LEAVING:

VOLUME:

H2S READING 07:00 AM: 0.1

07:00 PM: 0.04

DISSOLVED OXYGEN AS TAKEN: n/a

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: KMNO4

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

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: NA

AMOUNT OF CHEMICAL USED: 55#s TYPE: $KMnO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: H_2S monitor - 2-AA Batteries COST: 2.53

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-03-94

POND LEVEL 07:00 AM: 88"

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0.1

07:00 PM: 0.1

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #'S

TYPE: $KMnO_4$

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-04-94

POND LEVEL 07:00 AM: 88

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #s TYPE: $KmNO_4$ DAILY COST: 92.⁵⁰

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-05-94

POND LEVEL 07:00 AM: 88 1/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

H2S READING 07:00 AM: 0.1 07:00 PM: 0.1

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #₃ TYPE: $KMNO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-06-94

POND LEVEL 07:00 AM: 89 1/4

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0.03

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 40 #s

TYPE: 12mno4

DAILY COST: 67.27

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACOR TIERRA ENVIRONMENTAL

DATE: 9-07-94

POND LEVEL 07:00 AM: 89 3/4

NUMBER OF LOADS LEAVING: 0

VOLUME:

H2S READING 07:00 AM: 0

07:00 PM: 0

DISSOLVED OXYGEN AS TAKEN: NA

AMOUNT OF CHEMICAL USED: 55 #s

TYPE: 12mnoy

DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: Air compressor

COST:

6 - Grammetts for Air lines

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-08-94

POND LEVEL 07:00 AM: 90 1/2"

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #'s TYPE: $KmNO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FQR: H_2S & sulfide Tests - Distilled water COST: 81¢

Bank #3 - 4" PVC TEE

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-9-94

POND LEVEL 07:00 AM: 9.1'

NUMBER OF LOADS LEAVING: 0 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: KMNO4 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-10-94

POND LEVEL 07:00 AM: 91 3/4"

NUMBER OF LOADS LEAVING: 8 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: NR

AMOUNT OF CHEMICAL USED: 55 #s TYPE: Knvey DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-11-94

POND LEVEL 07:00 AM: 92 1/4 "

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #15 TYPE: $KMNO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-12-94

POND LEVEL 07:00 AM: 92 3/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55.375 #/3 TYPE: 1LMN04 DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-13-94

POND LEVEL 07:00 AM: 92 3/4

NUMBER OF LOADS LEAVING: 0 VOLUME:

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

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 110.25 #'s TYPE: Kmno4

DAILY COST: 185.00

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR:

COST:

DAILY REPORT
SOUTHWEST WATER DISPOSAL
CONTRACTOR TIERRA ENVIRONMENTAL

DATE: 9-14-94

POND LEVEL 07:00 AM: 92 3/4

NUMBER OF LOADS LEAVING: 2 VOLUME:

H2S READING 07:00 AM: 2 07:00 PM: 2

DISSOLVED OXYGEN AS TAKEN: N/A

AMOUNT OF CHEMICAL USED: 55 #'s TYPE: $KMnO_4$ DAILY COST: 92.50

ADDITIONAL PASS THRU COSTS (EXCLUDING ELECTRIC)

FOR: PVC Cement	1 quart	} 8" line	COST:	7.39
Pvc Primer	1 quart		7.39	
				<u>.69</u>
1 - 3/4 x 1 1/2	Galvanized nipple - Air compressor			15.47
				<u>.92</u>
				16.39

FAX TRANSMITTAL SHEET	
OIL CONSERVATION DIVISION - FAX NO. (505) 827-5741	
TO: <i>FRAUK</i>	FR: <i>ROGER</i>
PAGES w/cover: <i>3</i>	DATE: <i>9/19/94</i>
If there is a problem with this transmission, please call (505) 827-5741	

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

RECEIVED

SEP 19 1994

OIL CONSERVATION DIV.
SANTA FE

Invoice No. 375
September 15, 1994
Project No. 94066

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

Professional Services for Period Endings September 14, 1994
=====

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

SUPERVISOR 8 HRS @ \$ 5.44 \$ 43.52
TECH 8 HRS. @ \$ 4.84 38.72
TECH 8 HRS. @ \$ 4.84 38.72

7036 drums
MISCELLANEOUS DRUMS @ \$ 23.00 EA 1,665.00

Used 1362.27

TOTAL ADDITIONAL CHARGES 1,785.96

PARTIAL COST OF MATERIALS SUPPLIES AND REPAIR

SEE ATTACHED INVOICES 16.39

TOTAL \$ 8,591.93

Terms: Net 30 Days After Receipt.

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#: 03-503697

LN	CAT-SKU	DESCRIPTION	QTY	UN	PRICE	EXTENSION
1)	080-314	1 QUART PVC CEMENT	1	EA	7.39	7.39
2)	080-331	1 QUART PURPLE PRIMER	1	EA	7.39	7.39
3)	059-373	3/4" X CL GALVANIZED NIPPLES	1	EA	0.69	0.69
					SUB TOTAL	15.47
					TAX	0.92
					=====	
					SALE TOTAL	16.39

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

AMOUNTS TENDERED
 VISA 16.39

DATE 09/14/94
 TIME 12:13:32
 SALES DRAFT
 SAMONS
 2600 E. 20TH
 TRN CODE 09

SEQ NO 081901800
 DEPT 0000000003

ACCOUNT NUMBER 485354000300000000
 EXP 9906
 \$16.391618L
 RP PNO 014378

SIGNATURE *[Signature]*
 WE APPRECIATE YOUR BUSINESS
 TOP COPY-MERCHANT BOTTOM COPY-CUSTOMER

VISA 03-503697

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



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,

A handwritten signature in cursive script, appearing to read "Lyn 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
827-5950

Administrative Services
827-5925

Energy Conservation & Management
827-5900

Mining and Minerals

LAND OFFICE BUILDING - 310 Old Santa Fe Trail

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

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_2S 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 H₂S at the Facility within six (6) hours of notification by EMNRD.

2. Compensation:

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 H₂S 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. **Term**: This Agreement is effective on signature both parties. This Agreement shall expire on November 30, 1994, unless earlier terminated pursuant to Paragraph 4, below.

4. **Termination**: 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. **Status of Contractor**: 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. **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. **Records and Audit**: 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. **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. **Amendment:** This Agreement shall not be changed or amended except by written instrument executed by the parties.

15. **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.

16. **Scope of Agreement:** 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. **Minimum Wage Rate:** 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. **Hold Harmless Agreement:** 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. **Attorney's Fees and Costs**: 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. **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.

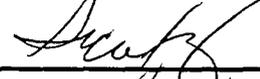
25. **Applicable Law**: This Agreement shall be governed by the Laws of the State of New Mexico.

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

Agreement.

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

By: 

Title: 

Date: 8/17/94 47

**TIERRA ENVIRONMENTAL
CORPORATION**

By: 

Title: V. P.

Date: 8/18/94

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. No.: 02-201279 00 6

By: *D. McElroy*

Date: 8/17/94

Exhibit A

OCD requires all commercial and centralized disposal facilities to comply with a Hydrogen Sulfide (H₂S) 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 H₂S 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 H₂S 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 H₂S levels are to be made at the fence line, downwind from the pond.

F. If two consecutive H₂S 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 H₂S 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 (½) mile of the fence line and assist public safety personnel with evacuation as requested.