

State of New Mexico Water Quality Control Commission,

Regarding Creekside Dairy WQCC 17-07(A) and Rockhill Dairy WQCC 17-08(A)



The facts: Chris Atencio representing NMED made an oral contract with me stating that if we would get into compliance with the NMED the state did not want our money. He affirmed this to me on a later contact by phone. He later reaffirmed it to Carol Irvin discharge manager by phone. We have upheld our end of the agreement and only wished that the NMED uphold theirs also. Erin Anderson has prevented Chris Atencio to answer to the oral contract. I can't see Chris Atencio lying under oath to you, so if you asked him if my statement is correct then the conclusion is that NMED be held up to their end of the contract.

The Closing Argument: There is an oral contract between NMED, Rockhill Dairy WQCC 17-08(A), and Creekside Dairy WQCC 17-07(A). We have done our part of the contract and everything that NMED has asked. All that needs to be done is NMED do their part which is not to require any penalty assessment. You have not heard testimony from Chris Atencio regarding the oral contract between NMED, Rockhill Dairy WQCC 17-08(A), and Creekside Dairy WQCC 17-07(A). Asking him what the oral contract was and him not lying will put this matter to rest.

Thank you

Abel Villalpando