WQCC 17-09 (A)

EXHIBIT INDEX

- A. CONSENT FOR ACCESS TO PROPERTY
- **B. BANK STATEMENT**
- C. PARTIAL PERMIT APPLICATION 1982
- D. SATEMENT OF LAST TIME SEPTIC TANK PUMPED
- E. INVOICE OF CONTRACTING A SEPTIC COMPANY FOR EVALUATION
- F. PROPOSAL FO RTHE SEPTIC SYSTEM REPLACEMENT
- G. COMMUNICATION BETWEEN PRESLAR DIRTWORKS LLC AND MR. BROUSSARD (NMENV)
- H. SEWER LINE CONNECTION CONTRAC WITH GENERAL HYDRONICS INC



COVER SHEET EXHIBIT "A"

Attached please the consent release letter by Dr. Donald J. Ham M.D. He is current owner of the developing land where the main connection to the existing manhole will be. The second property owner Mr. Tommy Herrell has no right away where the sewer line will be installed.

EXMBIT 'A'

1/11/2018

FROM: Donald J. Ham MD

SUBJECT: Consent for access to property

Parcel SEC. 29, T16S, R10E, NMPM

I consent to the officers, employees, agents, contractors, subcontractors, consultants, and other authorized representatives of the Champs Investments and General Hydronics entering and having continued access to the above-referenced properties for the following purposes:

- To engineer and survey the property for the layout of the sewer line
- Establish access and equipment requirements for trenching and backfill
- To install sewer utility line
- To install manholes

I give this written permission voluntarily with knowledge of my right to refuse and without threats or promise of any kind.

Donald J. Ham MD

CC: First Savings Bank

COVER SHEET EXHIBIT "B"

Letter for First Savings Bank acknowledging their receipt of all financial paperwork for the loan application to finance the new sewer connection.



EXHIBIT B"

1/15/18

Dear Champs Investments,

We are in receipt of your application in regards to the running of the sewer line to your property on 711 Canyon Road. Your application is currently under consideration with First Savings Bank.

Thank You,

Reid Griggs

Branch President

First Savings Bank - Alamogordo

COVER SHEET EXHIBIT "C"

Attached is a copy of the second page from Environmental Department, NM, 811 1st Street, #D.

The page reflects the application submitted for discharge of liquid waste by the original owner in 1982.

We have been informed by the secretary at the Environmental Department, NM office that Michelle Hunter, has told them not to release any documentation pertaining to this matter. Also, that she has claimed all of the documents associated with this property.

This is all we can get to show that there was a filing at one time or another.

EXHIBIT C' enviro.jpg

V. PLOT PLAN - Diagram the liquid waste system; include the following landmarks within 200 feet of the system:

- a) proposed existing buildings, driveways, water wells, water supply pipes, other liquid waste disposal systems;
- b) lakes, reservoirs, streams, arroyos, other water courses, and expected direction of groundwater flow; and
- c) property lines and dimensions of the parcel of land where the system is to be located.

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VI. APPLICATION

The foregoing information has been submitted to the Environmental Improvement Division as required by Section 102, Subsection B of the Liquid Waste Disposal Regulations adopted by the Environmental Improvement Board. This information is correct and true to the best of my knowledge. I understand that the issuing of the permit does not relieve me from the responsibilities of complying with all applicable provisions of the Liquid Waste Disposal Regulations.

CONTRAC

Lerey Enutation

2mg 4-82

COVER SHEET EXHIBIT "D"

Invoice reflecting last time we pumped the septic tank. 6000 gallons in December 2016.

This should clarify some issues that the liquid waste is discharging properly in the leach field, or we should have had another overflow as claimed by the NMED.

For your information we are about to contract another pumping of the septic tanks.

Excusio D"

KLM Alamo Septic Service, LLC. PO Box 2315 Alamogordo, NM 88311 US (575) 434-5158 KlmAlamoSeptic@gmail.com

INVOICE

BILL TO

La Vista Del Canyon Mobile Home Park 711 Canyon Rd Alamogordo, NM 88310 INVOICE # 3098

DATE 12/29/2016

DUE DATE 12/29/2016

TERMS Due on receipt

ACTIVITY	CTY	BATE	AMOUNT THE	
12/29/2018		721 67 65	1.41617717743	
Pump Tank Other Pump Tank Other	6,000	0.35	2,100.00T	
Phone order authorized by Moses, Owner.				
The second secon				
Thank You for using KLM Alamo Septic Service-"We Appreciate Your Business"	SUBTOTAL		2,100.00	
Larry & Nellie Carson	TAX (8%)		168.00	
Owner(Agent's) Responsible For Service Line(s) Locate. KLM Alamo	TOTAL		2,268.00	
Septic Service Is Not Liable For Damage To Service Lines.	PAYMENT		750.00	
A \$35.00 late fee will be applied on past due Invoices per billing cycle. 10 % interest may also be applied for extended late payments.	BALANCE DUE	\$	1,518.00	
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From LAURA				
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ExHIBIT "E"

Preslar's Dirtworks, LLC

78 Hwy 82 Alamogordo, NM 88310

Estimate

Date	Estimate #
3/28/2017	54

Name / Address	
Moses Anserlian	
1102 Mescalero	
Whites Park	

Project

Description	Qty	U/M	Cost	Total
Discover septic system and work with NM EID to get septic system registered. The cost will include digging up all septic tanks, sewage pump, and the pipes coming and going out of tanks. Handling all negotiations and paperwork with EID. Price doesn't include any pumping.			5,000.00	5,000.00T
Alamogordo GRT			8.00%	400.00
1/2 down and 1/2 upon completion of registration				*****
		To	tal	\$5,400.00

Customer Signature			
	100		

PRESLARS DIRTWORKS, LLC

LICENSE #94107 MATT PRESLAR - OWNER



78 US Hwy 82, Alamogordo, NM 88310 575-434-2421 (Office) 888-622-0587 (Fax)

> Michelle Hunter Chief Ground Water Quality Bureau New Mexico Environment Department

April 10, 2017

Dear Ms. Hunter:

Preslar's Dirtworks, LLC has been engaged by Moses Anserlian to evaluate and make recommendations to remediate the situation at La Vista Mobile Home Park, Alamogordo, NM. We have begun this process and will keep you informed and updated as we proceed. On Friday, April 7th, 2017 we began our evaluation of the system. From the information that has been relayed to us, a formal evaluation of the current system has never occurred.

The following parts of the system have been located and identified:

- Tank #1 is on the north side and appears to be a 6000 gallon tank
- Tank #2 is on the south side and appears to be a 6000 gallon tank
- Three septic manholes which are collecting sewage and sending sewage onto the septic tanks.
- A pump tank and the function of which has not been determined as it is located in a yard with a pit bull and
 was inaccessible during this visit.
- Irrigation well on the property. Only used for irrigation and each home has a hose bib for exterior watering.

Initial Impression:

We are unable to ascertain the condition of the tanks without pumping. Tank #1 has fluid levels above the top of the tank and into the riser. Tank #2 has fluid levels above the outlet. Existing leach field appears to be failing.

Next stens:

- 1. Review findings with property owner and determine if he has the funding to proceed.
- Schedule the pumping of the tanks and sewer manholes to evaluate the condition of these structures. This will be coordinated with a New Mexico Environmental Department inspector to verify the tanks conditions. We will dig to expose the tanks as necessary.
- 3. Determine which residences are on what systems to design flow requirements for each system.
- 4. Prepared to move forward with your approval and coordinate with NMED.

Thank you.

Matt Preslar

NAWT Inspector

PRESLARS DIRTWORKS, LLC

575-434-2421 Office 888-622-0587 Fax 575-430-7631 Matt Preslar-CEO-Owner 575-439-6537 Joel Danley - Paving Div.

COVER SHEET EXHIBIT "F"

Proposal by Preslars Distributors, LLC to correct the septic system and comply with NMED requirements.

The cost to repair the park, and in addition lose spaces to accommodate new leach field was not acceptable by Champs Investments. It is much cheaper to low income park, and return the property to the lien holder.

EXHBIT F"

PRESLARS DIRTWORKS, LLC

LICENSE # 94107 MATT PRESLAR - OWNER



78 US Hwy 82, Alamogordo, NM 88310 575-434-2421 (Office) 888-622-0587 (Fax)

> Moses Anserlian La Vista Del Canyon Mobile Home Park 711 S Canvon Rd. Alamogordo, NM 88310

May 4, 2017

Re: Septic System Estimate for La Vista Del Canyon Mobile Home Park

This estimate is based on the following assumptions:

- 1. The existing leach field, tank risers and manholes have failed
- The system will be based on a 5000 gallon per day flow rate.
 The existing septic tanks and risers are more than 30 years old and will need to be replaced.
 Three sewer manholes will need to be replaced.

- 5. Additional lots will be needed to expand the area for the new leach field (18,000 sq./ft. would be required)
 6. The section of road between the two existing septic tanks will need to be removed and replaced for the leach field expansion
- 7. Removal of several trees along with about 100' of chain link fence on lot 1
- 8. Support weekly coordinating telecom meeting with NM Ground Water Quality Bureau

Costs Estimates: \$119,400 plus NMGRT

- \$14,150 Discovery phase:
 - o Develop a cost estimate and compliance schedule with milestones = \$1,400
 - Exposing the existing system components = \$2,500
 - o Inspect mobile home connections to sewer mains = \$400
 - Pumping Tanks = \$6,750
 - o Pumping Manholes = \$800
 - o Run water flow test from each mobile home to determine tank loads = \$800
 - Photograph and document system components of the design = \$1500
- \$3,100 Design phase:
 - o \$1,400 Complete the NMED Groundwater Discharge Permit
 - o \$1,700 Develop new septic system design and get it approved by NM Ground Water Quality Bureau
- \$8,000 Removal of failed components phase:
 - o \$7,500 Removal existing septic tanks and manholes, leach field, trees, fence, sign asphalt road section and initial grading
 - o \$500 Installation of temporary safety fencing
- \$81,450 Installation phase:
 - o \$800 Support eight weekly telecom meeting
 - o \$24,900 Installation of 12,500 gallons of septic tanks
 - \$25,200 Installation of 1,428 linear feet in leach field
 - c \$2,400 Replacement of the 3 sewer manholes
 - c \$25,700 Installation of Advanced Wastewater Treatment System (AWTS)
 - o \$2,100 Installation of electrical service for the AWTS
 - o \$350 NM Ground Water Quality Inspections and Electrical permit
- \$9,000 Site restoration phase:
 - \$3,500 Replace sign and asphalt road section
 - \$5,500 Final grading and clean up
- \$3,700 Approved septic system NMED required monitoring and maintenance phase:

\$3,700 contract for three years performance of quarterly monitoring and maintenance. Perform
wastewater monitoring and to ensure operational compliance. The collection of samples and
analysis for nitrate as nitrogen (NO3--N), total Kjeldahl nitrogen (TKN), chloride (Cl), sulfate
(SO42-), and total dissolved solids (TDS) and other parameters identified by the NM Ground
Water Quality Bureau.

Note: This is a worst-case estimate and Not a Quote.

Note: No specific technologies were used in these estimates.

Note: The cost for the actual quote will be developed and based on what is found in the discovery phase.

Note: The quote costs will be based on NM Ground Water Quality Bureau's requirements for wastewater processing in for this installation and the technology options selected to meet those requirements in the most cost effective

manner.

Thank you,
Matt Preslar
PRESLARS DIRTWORKS, LLC

575-434-2421 Office 888-622-0587 Fax 575-430-7631 Matt Preslar-CEO-Owner 575-439-6537 Joel Danley - Paving Div.

COVER SHEET EXHIBIT "G"

Correspondence between Preslar Dirtworks LLC, and Michael Broussard NMENV. The communication reflects the consumption of water discharge over 5 years on an average of 1000 gallons per day.

4/13/2017

EXMBIT G"

Subject: Fw: La Vista Mobile Home Park

From: Matt Preslar (preslar.matt@yahoo.com)

To: champs.investments@gmail.com;

Date: Wednesday, April 12, 2017 8:13 AM

Hello Moses.

Attached is the response from liquid waste. John Ferdetta will be calling you later today. He is the engineer who is working on this with me. His phone # is 5402702342.

Thank you,

Matt

Sent from Yahoo Mail on Android

On Tue, Apr 11, 2017 at 10:49 AM, Broussard, Michael, NMENV Michael.Broussard@state.nm.us wrote:

Contact Melanie Sandoval (505) 222-9574 or Steve Pedro (505) 690-6207.

They take care of those systems that were on discharge permits and now need to transition over to LW 2 to 5K.

Your assessment of the situation is correct it should be handled by LW.

The steps you outlined are thoroughly appropriate and done in a professional manner; determining design flow is a critical step followed by a detailed site plan. Meter readings may be helpful in getting the process moving forward.

Melanie is better able to facilitate the problems with GW demands and threats of issuing a CO.

From: Matt Preslar [mailto:preslar.matt@yahoo.com]

Sent: Tuesday, April 11, 2017 10:25 AM

To: Broussard, Michael, NMENV < Michael. Broussard@state.nm.us>

Cc: Matt Preslar preslar.matt@vahoo.com>

Subject: La Vista Mobile Home Park

Hello Michael,

Preslar's Dirtworks has been engaged by Mr. Moses Anserlian the owner of the La Vista del Canyon Mobile Home Park on 3-28-2017 to evaluate and make recommendations to remediate and register the liquid waste system at La Vista Mobile Home Park, Alamogordo, NM.

Michelle Hunter, Chief of the Ground Water Quality Bureau feels that GWQB has jurisdiction in the issue of the unpermitted wastewater system at this mobile home park. This low-income mobile home park was established in the early 70's and has a total of 25 homes of which 5 of the homes have not been occupied for the

last 5 years. The city water meter records for the last 5 years average 1000 or less GPD.

Michael, as I recall from your Certified Inspectors Training Class the issue of these old mobile home parks are an area that has in the past been NMED Liquid Wastewater's (LW) responsibility and then went to GWQB. But that if the GPD was below 5000 GPD that NMED LW now has the responsibility.

Our preliminary thoughts are to convert the system to an ATU if the tanks are good and to add a Geoflow system to replace the field, but we need to proceed with our next steps to fully understand the issues.

We are asking you for assistance in this matter and to bring the permitting process back under NMED LW and not GWQB. Michelle is requesting we have a compliance schedule with specific dates to her by tomorrow. This is an impossible task given what we have learned thus far and we hope that you agree and that NMED LW has jurisdiction in this matter. We would like you to contact Michelle and between you come to a decision if this system will be followed by Liquid Waste or Ground Water.

We began this process on the 3rd with a walk through of the property with the manger gathering as much information as possible about the location of the systems components and a history of the problems. The current owner has had the property for 4 years and states that after finding out the system was not permitted did begin to file a LW permit but was unable to complete the process and the permit to register the system was never submitted to LW. In March 2017 a complaint was submitted to GWQB with no formal report from a certified inspector.

We sent an update to Michelle Hunter yesterday 4-10-2017 and a copy of that is attached as is a copy of her reply. I am also attaching a previous email exchange so you can read the history of this issue. As you can see time is of the essence and your help at LW is greatly needed. Please let me know if you can assist us in this matter. If this stays with GWQB we will not be able to fulfill the Discharge Permit request and will end our engagement in this project. We also feel that working together with LW we can come to a reasonable solution agreeable to all parties.

Thanks for your help in advance Matt

COVER SHEET "H"

SEWER EXTENSION CONTRACT WITH GENERAL HYDRONICS FOR THE UTILITY GROUNDWORK



THIS AGREEMENT, made this 5th day of <u>January</u>, 20<u>18</u>, by and between <u>Moses Anserlian</u>, hereinafter called the <u>Client</u>, and <u>General Hydronics Utilities LLC</u>, hereinafter called the Contractor, **WITNESSETH**:

Section 1. The contractor agrees to furnish all necessary materials and to furnish all labor, tools, equipment and supplies necessary to perform, and to perform all work set forth in "Section 2" hereof in the construction of Sewer Line for La Vista Del Canon for Moses Ansertian hereinafter called the client, at Alamogordo, NM in accordance with the terms and provisions of the Contract between the client and the contractor, including all the general and Special Conditions, Drawings, and Specifications and other Documents forming or by reference made a part of the Contract between the Contractor and the client, all of which shall be considered part of this contract by reference thereto, and the client agrees to be bound to the Contractor by the terms and provisions thereof.

Section 2. It is agreed that the materials to be furnished and/or work to be done by the contractor are as follows: Material & labor to install approximately 1700' of 8" SDR35 Sewer pipe & 7 manholes, 6" SDR35 Sewer pipe installed inside of property line at 711 S. Canyon Dr.

Section 3. The Client agrees to pay the Contractor for the materials to be furnished and work to be performed hereunder, and performance of this contract as otherwise provided for herein, the sum

Eighty four thousand Two Hundred ninety two dollars & 00/100, (\$84,292.00),

\$10,000.00 to be paid in advance for the Engineering & Surveying. Leaving a balance of \$74,292.00 with payments being made to General Hydronics Utilities LLC: 50% (\$37,146.00) before construction begins and the remaining 50% (\$37,146.00) to be put in an Escrow account in the name of General Hydronics Utilities LLC.

****Written permission and easement survey for access to properties from all owners prior to construction.

Section 4. Must furnish copy of: E-Verify Employment Eligibility Verification (E-Verify@dhs.gov)

Section 5. The contractor shall furnish all materials, labor, tools, equipment and supplies necessary for the performance of this contract as specifically herein provided and in a prompt, efficient and workmanlike manner. The contractor shall furnish materials and prosecute the work undertaken at the times herein provided for and otherwise in a prompt and diligent manner and so as to promote the general progress of the entire construction.

Section 6. All insurance shall be purchased from and maintained with insurance company(ies) lawfully authorized to do business in the state of New Mexico in which the Project is located. "SEE ATTACHED INSURANCE REQUIREMENTS CHECK LIST".

Failure of the contractor to fully comply with these requirements during the term of the Contract will be considered a material breach of contract and will be cause for immediate termination of the contractor at the option of client.

All contractor insurance policies must be written on a primary basis, non-contributory.

All contractor's auto, general flability and umbrella policies, except workers compensation policy (ies), shall be endorsed to include <u>GENERAL HYDRONICS UTILITIES LLC</u> as an additional insured. Further, the additional insured on the contractor's general liability policy will be endorsed for ongoing and completed operations. (Additional Insured Endorsement for general liability needs to be CG 2010 04/13 edition for <u>ongoing operations or equivalent required</u> and CG 2037 04/13 for <u>completed operations or equivalent required</u>).

All contractor policies must include a Waiver of Subrogation Clause in favor of the client.

To the extent permitted by law, the contractor agrees to defend, indemnify and hold harmless <u>GENERAL HYDRONICS UTILITIES LLC</u> employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of contractor, in connection with performance of any work by contractor, its officers, directors, agents, employees and contractors.

If contractor's policies are non-renewed or cancelled, contractor will receive thirty (30) days advance written notice via certified mail.

The insurance required by this Agreement shall be written for not less than limits of liability specified in the Contract Documents, required by law or below, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

Limits Required

Commercial General Liability (CGL) General Aggregate (per project)

\$2,000,000

Products/Completed Operations Aggregate	\$2,000,000	
Each Occurrence Limit	\$1,000,000	
Personal/Advertising Injury	\$1,000,000	
Fire Damage (any one fire)	\$100,000	
Medical Payments (any one person)	\$5,000	
recorder ayments (any one person)	7-,	
Auto Liability	7-,	
	\$1,000,000	
Auto Liability	. ,	
Auto Liability Bodily Injury/Property Damage (each accident)	\$1,000,000	

Worker's Compensation

Statutory

To the extent permitted by law, the contractor agrees to defend, indemnify and hold harmless <u>GENERAL HYDRONICS UTILITIES LLC</u> employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of contractor, in connection with performance of any work by contractor, its officers, directors, agents, employees and contractors.

Section 7. And the contractor shall indemnify the Client against, and save them harmless from, any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this contract.

Section 9. The Contractor shall not assign or sublet this contract or any part thereof without the written consent of the Client.

Sign and return TWO (2) copies of this contract, WITHIN TEN DAYS. A fully executed copy will be returned to you.

***NOTE: Special attention is called to Item # 4 of this contract Agreement. NA

****Must furnish copy of: E-Verify Employment Eligibility Verification (E-Verify@dhs.gov)

IN WITNESS WHEREOF, the parties hereto have executed this contract by their proper officers duly authorized herein.

Moses Anserlian

General Hydronics Utilities LLC

By: David Caraway

CRS ID # CONTRACTOR'S CRS ID # 03-352447-00-5

FEDERAL ID # 81-2306824

LICENSE # NM LICENSE # 388888

General Hydronics Utilities, LLC "USA Owned"

UNDERGROUND UTILITIES - DIRECTIONAL AND CONVENTIONAL BORING - DIRTWORK LICENSE # NM 388888 BUSINESS REG. 00023413 NM Dept Workforce Solutions 28123068242016

DAVID CARAWAY - President/Managing Member KATHI CARAWAY - Vice-President/Managing Member Phone 575.437.6512 Fax 575,434,6721 1001 Zuni Dr., Ste D Alamogordo, NM 88310-9044

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1-5-2018

TO: Moses Anserlian PROJECT: La Vista Del Canon RE: Sewer Line

PRICE: \$ 84,292,00

Scope of Work

Material and Labor to install Approximately 1700' of 8" SDR35 Sewer Pipe and 7 Manholes, 6" SDR35 Sewer pipe installed inside of property line of 711 S Canyon Dr.: \$74,292.00 Engineering / Surveyor: \$10,000.00

Payment as follows 50% down to General Hydronics Utilities. The remainder to be placed in Escrow Account payable to General Hydronics Utilities at completion of this project Written permission and easement survey for access to properties from owners prior to construction.

Specific Inclusions: Asphalt Patch in Canyon Road.

Specific Exclusions: Tax, 4" Sewer Services.

STANDARD EXCLUSIONS:

Electrical / Tamper Switch (Division 16) Built-up Concrete Curbs Housekeeping Pads Landscaping or Irrigation System Asbestos Abatement Density Tests & Concrete Testing Rock Rip Rap Pipe Bollards Hold Harmless clause premium cost

Fire-stopping / Fire-caulking / Fire-proofing Masonry or Concrete Blockouts

Fire Protection Video Taping

Pond Liner Installation or Repair

All Dirt Work for Site Work / Building Pad

Vapor Barrier

Haul off Including Concrete Waste / Wash Out Pit

Bond (1% if required) Road / Parking Lot Striping Temporary Facilities

Joint Seal, Joint Widening Utility Expansion, Development, Connection Fees Architectural Cutting or Patching Cutting, Removal or Replacement of Concrete SWPPP Provisions / Erosion Control Final Grade Dumpster or Haul Off Utility Meters Export / Disposal of Contaminated Dirt if Required Trench Grate Demo Capillary Fill Asphalt Paving

Accepted:

AAMAS TRAUSTINGUES