

AGREEMENT

This agreement is entered into this 11th day of October, 2018, between **THE VILLAGE OF WILLIAMSBURG, NEW MEXICO**, a municipal corporation, hereinafter referred to as the “Village” and the **CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**, a municipal corporation, hereinafter referred to as the “City”.

RECITALS

A. On or about June 11, 1975, the parties entered into an Agreement which called for the Village to construct a wastewater collection and transmission facility and system for the City to construct a wastewater treatment plant.

B. Both of the aforesaid assets were constructed and the Village’s treatment facility was connected to the City’s Wastewater treatment plant.

C. The parties conducted operations consistent with the aforesaid Agreement and its Amendments.

D. The Agreement has expired, and the parties desire to enter into this new Agreement to ensure continued operation.

NOW WHEREFORE, in-consideration of the mutual promises contained herein, the parties agree as follows:

1. Under this Agreement:

a. The Village of Williamsburg will retain sole ownership of the Williamsburg wastewater collection and transmission facility; and

b. The City of Truth or Consequences will retain sole ownership of the City sewer treatment facilities; and

c. No property will be acquired jointly by parties to this Agreement; property purchased by either the Village or the City will be owned solely by the purchaser thereof.

2. No industrial waste causing the creation of unusual problems in handling and treatment or otherwise in any respect causing the City to deviate from standard normal conditions in the operation of its sewage treatment plant or facilities connected thereto, shall be into the sewage system of facilities of the City, except by special agreement providing thereof, and for which the City may be compensated.

3. The City shall have the authority to continually inspect the waste introduced into its plant and facilities, and to demand the correction of any intrusion of abnormal waste and herein described. Should the Village fail to correct the intrusions of abnormal wastes within a reasonable time, in consideration of the circumstances, and should the intrusions of such waste constitute an immediate detriment to its facilities, the City may shut off the flow of detrimental waste and shall notify the Village of such shut off.

4. Upon the construction, completion and incorporation into the presently proposed wastewater collection and transmission facilities of any future enlargement or extension thereof by the Village, such will be operated and maintained by the City pursuant to the terms of this Agreement.

5. Any maintenance or repair work contracted by the Village to the City shall be in accordance with the Operations and Maintenance Manual prepared by the Village's consulting engineer and approved by the U.S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as well as in accord with all rules, regulations and requirements of governmental bodies having jurisdiction.

6. The City will maintain and operate its wastewater treatment plant in accordance with the Operations and Maintenance Manual prepared by the City's consulting engineer and approved by the U.S. Environmental Protection Agency and the New Mexico Environmental Improvement Agency as in accord with all rules, rules, regulations and requirements of governmental bodies having jurisdiction.

7. The parties agree that each are bound by provisions of the New Mexico Tort Claims Act. Nothing in this agreement shall be construed to waive the privileges and immunities afforded by the NMTCA.

8. A. The Village shall pay the City monthly for all maintenance repairs, replacements and extensions performed by the City on the Village's ⁽⁵⁾ lift station and the Village shall, in addition, pay its share of the operation of the Wastewater Treatment Plant, based on the pro-rata gallonage of the wastewater introduced into the plant by the Village as aforesaid. Village further agrees to pay the cost of electrical and water consumption used by the two lift stations of the Village.

B. Pro-rata cost for maintenance of the Wastewater Treatment Plant shall be computed on the gallonage contributed by the wastewater collection facility of the Village to the Wastewater Treatment Plant. Any amount of wastewater introduced into the Village wastewater collection

* Multiple Lift Stations

and transmission system by the City shall be deducted from the amount introduced into the sewer treatment plant by the Village.

C. The City shall bill and collect the sewer service charge from the residents of Williamsburg for the use of the Village wastewater and transmission system. Mailing charges and Village pro-rata sewer treatment charges shall be agreed upon the parties and reviewed annually during their budget hearing. The Finance Director of the City shall be notified of any Village sewer rate change by copy of Village resolution approved by the governing body.

D. By the 15th of each month the City shall forward to the Village all monies collected from the residents of the Village for the previous month for the use of the wastewater collection and transmission system.

9. This agreement shall be effective for forty (40) years. However, there may be an annual review of the results of this agreement and this agreement may be changed by mutual assent of the parties hereto. This agreement may be renewed for an additional forty (40) years upon the mutual consent of the parties.

10. If any section, paragraph, subdivision, clause, phrase, or provision of this agreement shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this agreement as a whole or any part or provision other than the part so decided to be invalid or unconstitutional.

11. Any controversies arising from this agreement or any interpretation of any article or section of this agreement shall be settled as follows:

(a) Respective officials of the Village and the City shall hold a joint meeting to settle the problem to the mutual satisfaction of the City and the Village.

(b) If no agreement is reached between the parties hereto regarding the rights, duties or liabilities hereunder by either party, the controversy shall be submitted to one disinterested arbitrator, if one can be agreed upon; otherwise to three disinterested arbitrators, one named by the Village and one by the City and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of New Mexico.

(c) Expenses of arbitration proceedings conducted hereunder shall be borne equally by each party. The parties shall be bound by the decision of the arbitrator or arbitrators.

12. This agreement will be binding on the successors, assigns and legal representatives of the parties hereto.

WITNESS our hands and seals this 11th day of October 2018.

VILLAGE OF WILLIAMSBURG

Deborah Stebbins, Mayor



Aminda B. Cardone

CITY OF TRUTH OR CONSEQUENCES

ATTEST:

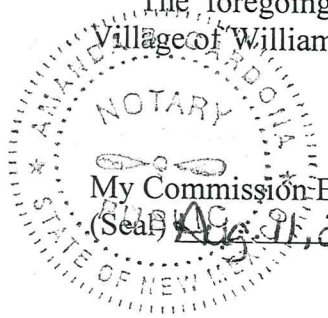
ACKNOWLEDGEMENTS

STATE OF NEW MEXICO]

.ss:

COUNTY OF SIERRA]

The foregoing instrument was acknowledged before me by DEB STUBBLEFIELD for the Village of Williamsburg, on the 11th day of October, 2018.



Amanda B. Cardone
Notary Public

STATE OF NEW MEXICO]

.ss:

COUNTY OF SIERRA]

The foregoing instrument was acknowledged before me by, _____, for the City, on the ____ day of September, 2018.

Notary Public

My Commission Expires:
(Seal) _____

WITNESS our hands and seals this 11th day of October 2018.



VILLAGE OF WILLIAMSBURG

Debi Stubbelfield, Mayor

Aminda B. Cardone



CITY OF TRUTH OR CONSEQUENCES

Renee F. Carter

Wynne A. DMS