



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA
NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, APRIL 26, 2021
VILLAGE HALL 108 N. MAIN STREET 5:00 PM

PURSUANT TO THE PUBLIC HEALTH ORDER DATED January 29, 2021, LIMITING PUBLIC GATHERINGS IN THE STATE, THE FOLLOWING MEETING ATTENDANCE CAPACITY RULES APPLY:

****RED LEVEL** - (very high risk): the meeting will not be physically open to the public. Members of the public may attend and listen to the meeting via Zoom or Facebook.

****YELLOW LEVEL** - (high risk): the meeting is limited to 10 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****GREEN LEVEL** - (medium risk): the meeting is limited to 20 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****TURQUOISE LEVEL** - (medium risk): the meeting will be open to the public. Members of the public may also attend and listen to the meeting via Zoom or Facebook.

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – APRIL 12, 2021
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. SIAH CORREA-HEMPHILL, SENATOR NEW MEXICO STATE SENATE DISTRICT 28 PRESENTATION AND DISCUSSION REGARDING 2021 LEGISLATIVE UPDATE- REGULAR AND SPECIAL SESSION STATE AND DISTRICT LEGISLATIVE IMPACT
11. DISCUSSION & POSSIBLE DECISION REGARDING SOCORRO ANIMAL SHELTER MEMORANDUM OF UNDERSTANDING

12. DISCUSSION & POSSIBLE DECISION REGARDING SOCORRO COUNTY ANIMAL CONTROL MEMORANDUM OF UNDERSTANDING
13. DISCUSSION AND POSSIBLE DECISION REGARDING SOCORRO-MAG 69KV TRANSMISSION LINE PROJECT AND PROPOSED TRANSMISSION ROUTES
14. DISCUSSION AND POSSIBLE DECISION REGARDING APPROVING INCREASE IN PRICE QUOTE FOR GARBAGE TRUCK.
15. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT
PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, APRIL 26, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.
16. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

DRAFT

MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES HELD MONDAY, APRIL 12, 2021 AT 5:00 PM

PURSUANT TO THE PUBLIC HEALTH ORDER DATED January 29, 2021, LIMITING PUBLIC GATHERINGS IN THE STATE, THE FOLLOWING MEETING ATTENDANCE CAPACITY RULES APPLY:

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ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO
AT THE FOLLOWING LINK:

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 5:00 p.m.

PRESENT: Mayor Richard Rumpf, Clark Brown- Trustee, Francesca Gutierrez- Clerk/Treasurer, Kathy Stout – Attorney

Participating via Video Conference: Trustees: James Nelson, Donna Dawson, Harvan Conrad

GUESTS: Carleen Gomez- Deputy Clerk

Mayor Richard Rumpf requested that all those present recite the Pledge of Allegiance.

APPROVAL OF AGENDA: Donna Dawson made a motion to approve the agenda, as presented. The motion was seconded by Clark Brown. The motion carried unanimously.

APPROVAL OF MINUTES: Donna Dawson made a motion to approve the March 22, 2021 minutes, as presented. The motion was seconded by Harvan Conrad. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Jim Nelson had a question on the Library funds. Clerk/ Treasurer Gutierrez said there will be a BAR next meeting to transfer the remainder of the funds to the Library. Harvan Conrad motioned to approve the cash balance report, as presented. The motion was seconded by Clark Brown. The motion carried unanimously.

APPROVAL OF BILLS: Carleen Gomez- Deputy Clerk, asked to add the following addition: Winstons Auto \$53.14. Donna Dawson made a motion to approve the bill list, with the addition. The motion was seconded by Clark Brown. The motion carried unanimously.

BILL LIST

Admin Office of the courts	\$168.00
Central Region Edu	\$204.55
City of Socorro	\$1939.45
Ernest Welding	\$177.50
GSD- State Printing	\$44.00
Jacob Finch	\$1074.38
Nance, Pato & Stout	\$639.00
NAPA Auto	\$239.98
NM Judicial Edu	\$84.00
O'Reilly Auto	\$527.99
Provelocity	\$840.00
QuickMed Claims	\$932.94
Quill	\$1518.94
REB Management	\$473.31
Route 60 Trading	\$100.00
Sierra Propane	\$1250.06
Tire Shop	\$30.00
Verizon Wireless	\$892.49
WEX Bank	\$2417.27
WNM Communications	\$863.43
Total	\$14417.29

MAYOR'S REPORT

Mayor Rumpf had nothing to report.

CLERK'S REPORT

Clerk/Treasurer Francesca Gutierrez said that there will be a 3rd and final Recycle Event on April 22nd.

DEPARTMENT REPORTS

- a. **EMS**- Jim Nelson, EMS Coordinator, reported 10 calls in March 2021.
- b. **FIRE**- Mayor Rumpf reported 1 call in March 2021.
- c. **MARSHAL**- A report was submitted by Marshal Zamora and reviewed by the Mayor and Trustees.
- d. **JUDGE**- Judge Simon Armijo and Court Clerk Carleen Gomez submitted a report that was reviewed by the Mayor and Trustees.
- e. **PUBLIC WORKS**- No report was submitted.
- f. **LIBRARY**- Librarian Ivy Stover submitted a report that was reviewed by the Mayor and Trustees.

EXECUTIVE SESSION - THE FOLLOWING MATTERS WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:

10-10-1(H)(8) DISCUSSION REGARDING THE DISPOSAL OF REAL PROPERTY BELONGING TO THE VILLAGE OF MAGDALENA - BIA DORMITORIES

MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION

MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1

Harvan Conrad motioned to go into Executive session at 5:06pm. Jim Nelson seconded the motion.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Jim Nelson- AYE

Harvan Conrad- AYE

Donna Dawson- AYE

Clark Brown- AYE

The motion carried unanimously.

Clark Brown motioned to return to Regular Session at 5:27pm and certified that no decisions were made.

Harvan Conrad seconded the motion.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Clark Brown-AYE

Donna Dawson- AYE

Harvan Conrad- AYE

James Nelson-AYE

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING BIA DORMITORIES

Donna Dawson motioned to not accept the current offer on selling the BIA Dormitories. Clark Brown seconded the motion.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Harvan Conrad- AYE

Donna Dawson- AYE

James Nelson-AYE

Clark Brown-AYE

The motion carried unanimously

PUBLIC INPUT – 1 TOPIC PER PERSON – 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, APRIL 12, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

There were no public comments or input.

Trustee Donna Dawson motioned to adjourn the meeting at 5:30pm. The motion was seconded by Clark Brown. The motion carried unanimously.

Respectfully Submitted,

Francesca Gutierrez
Clerk/Treasurer

Richard Rumpf
Mayor



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOCORRO & THE VILLAGE OF
MAGDALENA FOR ANIMAL SHELTER SERVICES**

WHEREAS, the Village of Magdalena ("Village") has enacted Animal Control Ordinance 1999-06 pursuant to NMSA 1978, Section 3-18-3 and Section 77-1-12;

WHEREAS, the City of Socorro has an established Animal Shelter pursuant to NMSA 1978 Section 77-1B-2(B)(1)(a);

WHEREAS, the Village is in need of shelter services that comply with humane practices, and,

WHEREAS, The City can and will provide such.

THEREFORE, BE IT AGREED BY THE CITY OF SOCORRO AND THE VILLAGE OF MAGDALENA AS FOLLOWS:

Section 1. This Memorandum of Understanding (MOU) is made and entered into as of the date of the last signature below by and between Village and the City of Socorro Animal Shelter & Adoption Center (SAS), hereafter referred to as, SAS.

Section 2. SAS agrees:

- 1) To receive stray animals brought in by the County Sheriff's Department, Village Marshal or Deputy or assigned agent, and by Village residents, and to provide shelter for said animals, euthanasia of said animals if necessary, and dispose of the carcasses of any euthanized animals.
- 2) Pursuant to Ordinance 1999-06 Art. VII Sect. 1, to shelter said stray animals for a minimum of seven (7) days should the animal be wearing a license, collar, micro-chip, rabies vaccination tag, or is otherwise identifiable before euthanizing any stray animal; or four (4) days if the stray animal is not wearing a license, tag, micro-chip, or other identification in order to allow for the owner of any stray animal the opportunity to reclaim the animal. Weekends and holidays or days that SAS is closed to the public do not meet the requirements of minimum shelter holding requirements. After the minimum holding period has expired, the SAS shall use its discretion on

whether or not to hold any stray animals for placement or adoption or whether and when any stray or unwanted animal should be euthanized and disposed of.

- 3) To have the SAS open during regular shelter hours subject to inclement weather or other circumstances beyond the control of SAS.
- 4) To record all in-coming and out-going animals, keeping complete records of animals which were received, returned to owners, adopted, transferred, and euthanized and disposed of. The SAS shall furnish a billing to the Village by the 15th day following the close of the month. SAS will require triplicate forms to be completed and signed by the admitting officer, designee or citizen and an employee of SAS. This form shall include the following data: species, sex, and a brief description including color and breed, time and location of apprehension, and date of check-in and check-out of the shelter. SAS shall confirm to the best of its ability with residents that 1) they are Village residents; and, 2) that the animal was found and/or its owners reside within Village limits before attributing an animal to be the Village's financial responsibility.
 - a. The SAS will not be responsible for any liability incurred as a result of any of the SAS activities when acting in a reasonable industry accepted manner pertaining to its function as shelter for Village strays, and the Village shall indemnify and hold harmless, to the extent permitted by the New Mexico Constitution, SAS from any and all liability, loss or damages arising out of the SAS's reasonable performance under this MOU. Complaints regarding apprehension of strays will be directed to the Magdalena Marshal, or designated Village employee.
 - b. This MOU is not intended to and does not establish any waiver of immunity from liability for alleged tortious conduct or any other matter of any officer, agent, or employee of the City or the Village apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq. (1976) (hereinafter mas heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the "Act"). All privileges and immunities from liability, and exemptions from laws, ordinances, and rules, which apply to "governmental entities" and to "public employees," each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.
- 5) To the Village with an annual report due February 15, of each year following the end of each period this contract is in effect. At a minimum, the annual report shall include the number of animals brought to the shelter from the Village and their disposition.
- 6) Provide basic, minimal animal care for sick and/or injured strays using the discretion of the shelter director and contract veterinarian.

- 7) When requested by the appropriate Village official, the SAS will act as a quarantine facility for animals suspected of rabies. Animals that have bitten a human will be handled and confined differently than strays and will be held for up to ten days for observation purposes. If still healthy at the end of the holding period, the animal may be released. If a rabies suspect is sick/injured or surrendered it may be humanely euthanized and its brain submitted for rabies testing to the Veterinary Diagnostic Center at the shelter director's discretion.
- 8) When requested by the appropriate Village official, the SAS will act as a temporary holding facility for owned animals picked up and held under protective custody such as vehicle accident, court order, owner arrest or by death of owner and animals will be held for up to fifteen days for protective care in the absence of the owner.
- 9) Upon request to remove any impounded animal from the shelter, SAS will not release said protective custody, or quarantine animals without written authorization by the Village.

Section 3. The Village agrees:

- 1) To pay for SAS services rendered; specifically boarding, euthanizing and disposing of unclaimed Village animals according to Attachment A, "Fee Schedule".
- 2) Payment by Village: This MOU and the payment made hereunder shall constitute the Village's entire obligation. Payment will include, but not be limited to: impound fees, boarding fees, euthanasia fees, and any other fees the SAS would normally charge when an animal is brought into the SAS's care, custody and control, the majority of which are included in Schedule A, "Fee Schedule". Payment by the Village to the City shall be made within thirty (30) days of the receipt of an invoice provided by SAS detailing the services provided for the previous month.
3. The City will invoice the Village monthly for all fees associated with the intake of Village animals. For the purposes of the MOU Village animals means animals originating from the incorporated areas of the Village of Magdalena.
4. SAS will make every effort to verify the residence of surrendering patrons. Proof of residence will include, but not be limited to, photographic identification with a physical address within the Village, utility bill(s) matching photographic identification showing a physical address within the Village, etc.

Section 4. This Agreement shall for a two (2) year duration from the date of approval of both parties, renewable upon agreement by both parties and SAS providing statistics of service to the satisfaction of the Village and otherwise pursuant to the mutual written agreement of the parties. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

Section 5. This writing embodies the entire agreement between the parties. This agreement shall not be modified unless put in writing and signed by both parties.

Section 6. All resolutions in conflict herewith are hereby repealed.

Section 7. General Provisions.

1. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
2. Performance under this MOU is contingent upon sufficient authority and appropriations.
3. If any provision of this MOU shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.
4. The parties agree to mediate any dispute relating to this MOU in good faith prior to seeking any judicial remedy. In no event will one party be liable to the other for attorney fees or court costs related to this MOU.
5. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
6. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
7. Neither this Agreement nor any of the rights, duties, or obligations of the Parties hereunder, shall be assigned by either party without the express written consent and approval of the other party.
8. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Approved by Village of Magdalena Trustees this 26th day of April 2021.

and the

City of Socorro City Council this _____ day of _____, 2021.

Mayor Richard Rumpf
Village of Magdalena

Attest:

Village of Magdalena Clerk

Mayor Ravi Bhasker – City of Socorro

City Administrator – City of Socorro

Attest:

City of Socorro Clerk

MEMORANDUM OF UNDERSTANDING

CONTRACT FOR SHELTER SERVICES
BETWEEN THE CITY OF SOCORRO, NM AND
THE VILLAGE OF MAGDALENA, NM

ATTACHMENT A
“Fee Schedule”

Section 3: The Village of Magdalena agrees:

To pay for SAS services rendered to Village animals specifically boarding, shots, euthanizing, and disposing of said stray or unwanted animals according to the following fee schedule:

Animal Intake Fee: \$30.00 per animal

Animal Intake Shots: \$30.00 per animal

Boarding Fee: \$7.00 per day, until the necessary days are fulfilled to meet minimum shelter days

Quarantine Fee: \$14.00 per day, until the necessary days are fulfilled to meet minimum animal bite observation period

Laboratory Fees: \$80.00 for rabies suspect when testing is necessary or required

Euthanasia: \$17.00 per animal

Disposal Fee: \$10.00 per animal



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF MAGDALENA and THE COUNTY OF SOCORRO
FOR ANIMAL CONTROL SERVICES**

WHEREAS, the Village of Magdalena (“Village”) has enacted Animal Control Ordinance 1999-06 pursuant to NMSA 1978, Section 3-18-3 and Section 77-1-12;

WHEREAS, the County of Socorro has a designated Animal Control Officer pursuant to NMSA 1978 Section 77-11-1, et. seq.;

WHEREAS, the Village is in need of animal control services; and,

WHEREAS, The County can and will provide such.

THEREFORE, BE IT AGREED BY THE COUNTY OF SOCORRO AND THE VILLAGE OF MAGDALENA AS FOLLOWS:

Section 1. Agreement of Parties:

- 1) The County agrees to provide an animal control officer two (2) times per month to the Village to assist in the collection of stray animals for transport to the Socorro Animal Shelter.
 - a. The County will not be responsible for any liability incurred as a result of any animal control activities when acting in a reasonable manner, and the Village shall indemnify and hold harmless, to the extent permitted by the New Mexico Constitution, the County from any and all liability, loss or damages arising out of the County’s reasonable performance under this MOU. Complaints regarding apprehension of strays will be directed to the Magdalena Marshal, or designated Village employee.
 - b. This MOU is not intended to and does not establish any waiver of immunity from liability for alleged tortious conduct or any other matter of any officer, agent, or employee of the County or the Village apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq. (1976) (hereinafter mas heretofore and hereafter (i) amended and (ii) construed and applied by the appellate courts of the State of New Mexico, the “Act”). All privileges and immunities from liability, and exemptions from laws, ordinances, and rules, which apply to “governmental entities” and to “public employees,” each as defined in the Act, shall apply to the same extent while engaged in the performance of any of their respective functions and duties hereunder.

- 2) The Village agrees to provide a Marshal or Deputy Marshal to assist as needed.

Section 2. This Agreement shall for a two (2) year duration from the date of approval of both parties, renewable upon agreement by both parties. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination.

Section 3. This writing embodies the entire agreement between the parties. This Agreement shall not be modified unless put in writing and signed by both parties.

Section 4. General Provisions.

1. This Agreement shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise, against any party or their officers, directors, officials, employees, agents, representatives, contractors, subcontractors, consultants or advisors.
2. Performance under this MOU is contingent upon sufficient authority and appropriations.
3. If any provision of this MOU shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this MOU did not contain the particular provision found to be illegal, invalid or otherwise unenforceable.
4. The parties agree to mediate any dispute relating to this MOU in good faith prior to seeking any judicial remedy. In no event will one party be liable to the other for attorney fees or court costs related to this MOU.
5. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.
6. Neither party's employees will be considered employees of the other party for any purpose, including, but not limited to, worker's compensation, insurance, nor any other benefits afforded to employees of the other party. Personnel will not receive any compensation from the other for their participation under this Agreement. Neither party has any express or implied authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.
7. Neither this Agreement nor any of the rights, duties, or obligations of the Parties hereunder, shall be assigned by either party without the express written consent and approval of the other party.
8. Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Approved by Village of Magdalena Trustees this 26th day of April, 2021.

Mayor Richard Rumpf
Village of Magdalena

Attest:

Village of Magdalena Clerk

SOCORRO COUNTY

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2021.

Manuel B. Anaya, Chairman
District III

Antonio Ray Martinez, Vice Chairman
District V

Joe Gonzales, Commissioner
District I

Craig Secatero, Commissioner
District II

Glen Duggins, Commissioner
District IV

ATTEST BY:

Betty Saavedra, County Clerk

Village of Magdalena – Current Proposed Route

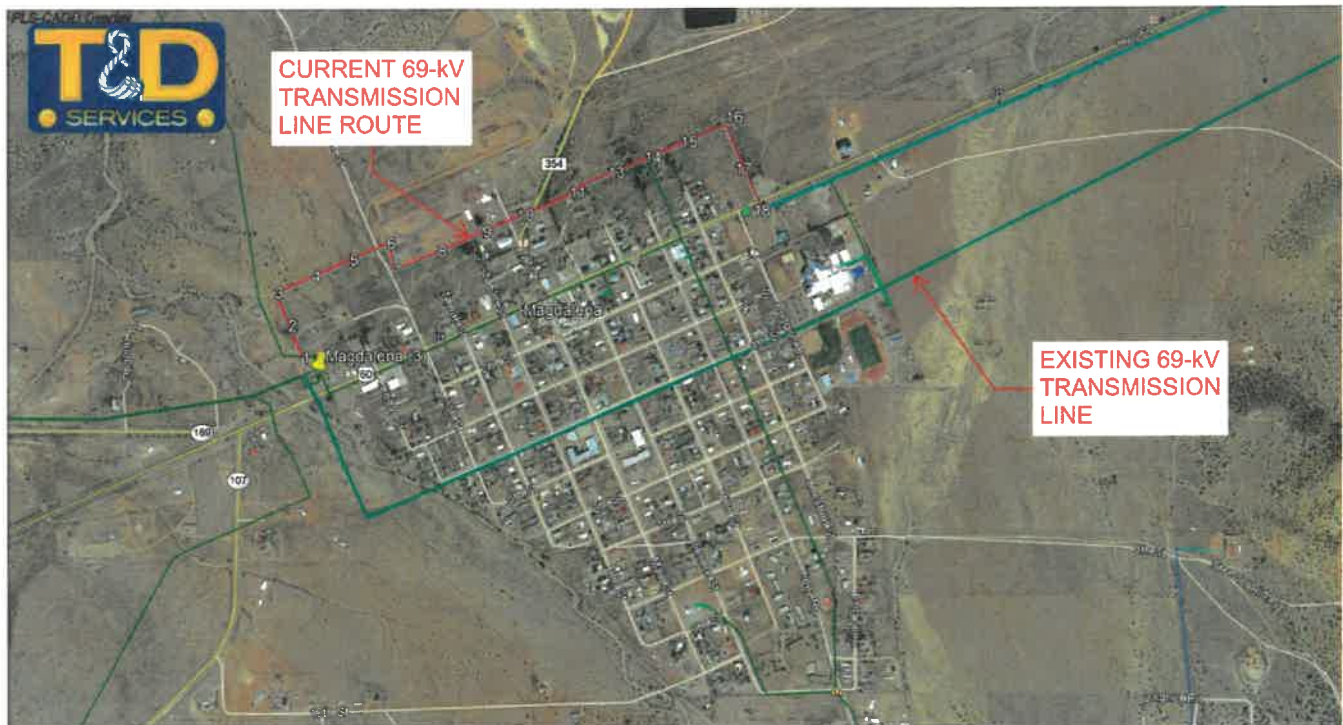


Figure 1: Google Earth Image with Existing Transmission Alignment and Current Proposed Alignment following Existing Distribution Line

Currently, the project will follow an existing distribution right-of-way along the northern edge of the Village of Magdalena, NM. This causes concern as the line passes directly over, or within very close proximity to, three (3) residential structures. This not only complicates construction, but adds to the likelihood of landowners being upset as any offset necessary for ease of construction will bring lines closer to one or more of these structures. The following Google Earth images and photographs show in closer detail the current route, along with the affected properties and structures.



Figure 2: Google Earth Image with Current Proposed Alignment following Existing Distribution Line



Figure 3: (Figure 2 Inset View) Three Residential Structures to be Affected by New Overhead 69kV Transmission Line



Figure 4: Looking East from North Main Street, Structure with Distribution Lines Directly Overhead



Figure 5: Looking West from North Main Street, Structures and Property to be Affected by 69kV Transmission Line



Figure 6: Looking West from Northeast Corner (Pole 16) Across Properties to be Affected by New 69kV Transmission Line



Figure 7: Looking South toward Post Office from Northeast Corner Across Properties to be Affected by New 69kV Transmission Line

Village of Magdalena - Proposed Alternate Route

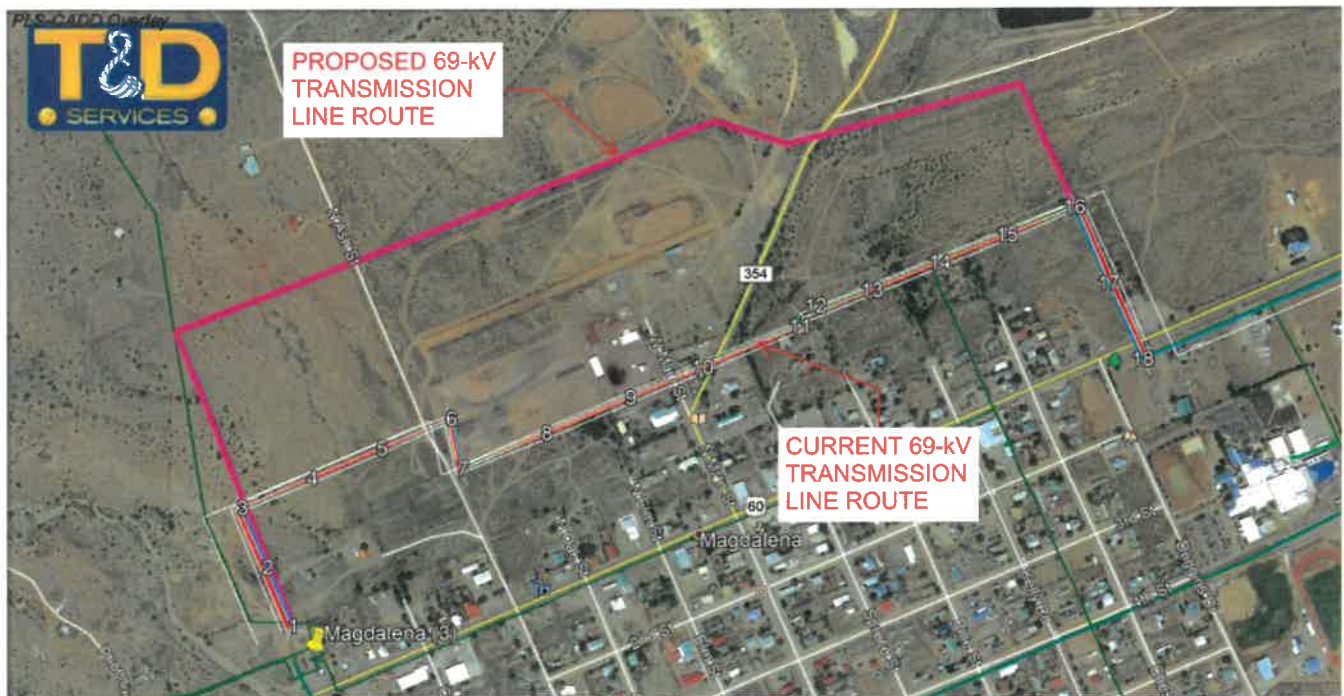


Figure 8: Google Earth Image with Current Proposed 69kV Transmission Alignment following Existing Distribution Line and Proposed Alternate (Magenta Line)

T&D proposes the alternate route for the new 69-kV transmission line to mitigate the several clearance and access issues documented on the current route during a site visit on February 23, 2021. The proposed route would create no new clearance issues and is on property controlled by the Village of Magdalena according to our information. As part of this project, the proposed 69-kV transmission route could include an underbuilt distribution circuit making it possible to completely remove the conductors over the existing structures.

**ALBUQUERQUE FREIGHTLINER**

12901 US HWY. 66
ALBUQUERQUE, NM 87121
(505)833-1000

Buyers Order

DE-27006

04/23/2021

Contact: Pat Torres | Phone: 505-833-1000 | Mobile: 505-321-6111 | Email: Pat.Torres@intxtruck.com

BHI To:

PROS-0018315
VILLAGE OF MAGDALENA
108 N. MAIN STREET
MAGDALENA NM 87825
Phone:(505)280-5393
Email:

Sold To:

VILLAGE OF MAGDALENA
108 N. MAIN STREET
MAGDALENA NM 87825

TBD

New - 2006 Freightliner M2 106

\$93,500.00

1 Spare Tire

Heil Liberty Refuse Body 20YD

\$158,035.00

1 Service Book and CD Manual

Based Off Of The CES Contract!!!

1 Spare Wheel

Unit Total: \$251,535.00

Total Sales Price

\$251,535.00

Net Sales Price

\$251,535.00

AMOUNT DUE

\$251,535.00

Cash / Down Payment

-\$0.00

Amount Financed/Cash Due

\$251,535.00

THIS QUOTE HAS BEEN REVISED DUE TO EXTENDED BUILD DATES FROM FREIGHTLINER WESTERN STAR. THIS QUOTE IS BASED ON A TRUCK THAT IS ALREADY BUILT AND READY FOR IMMEDIATE DELIVERY TO THE BODY BUILDER!!! THANK YOU!

This contract is subject to additional provisions set forth on page two of this document, which is incorporated here in by inference, AND WHICH TERMS INCLUDE A COMPLETE DISCLAIMER OF ALL WARRANTIES. The purchaser agrees that this order includes all the terms and conditions on both pages of this order and that this order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of this agreement, relating to the subject matters covered hereby and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER PRINCIPAL OR HIS/HER AUTHORIZED REPRESENTATIVE. Purchaser by his/her execution of this order acknowledges the he/she has read its terms and conditions and has received a copy of the order. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW. IF THE PURCHASED VEHICLE(S) SOLD TO PURCHASER BY DEALER UNDER THIS ORDER IS SOLD AS A USED VEHICLE, THE VEHICLE IS SOLD "AS IS" AND "WITH ALL FAULTS" DEALER MAKES NO GUARANTEE OR WARRANTY OF ANY NATURE WHATSOEVER IN CONNECTION WITH THE PURCHASED VEHICLE(S), EXPRESS OR IMPLIED, (INCLUDING NO WARRANTY THAT THE ODOMETER READING ON THE PURCHASED VEHICLE(S) REPRESENTS THE ACTUAL MILEAGE TRAVELED) OR ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY NATURE WHATSOEVER. PURCHASER AGREES TO USE THE PURCHASED VEHICLE(S) AND/OR CHASSIS AT PURCHASER'S OWN RISK AND HEREBY RELEASES SELLER, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS FOR ANY DAMAGES OR INJURIES OF ANY NATURE WHATSOEVER TO THE FULL EXTENT PERMITTED BY LAW.

Purchase By

X

Name (Printed)

X

Signature

X

Date

Dealer

Pat Torres

Sales Rep (Signature)

General Manager's Approval (Signature)

4-23-21

Date