

**Task Order No. 21: North Gunsite Spring Monitoring**

**Date: March 27, 2019**

In accordance with Paragraph 1.01 of the Master Agreement Between Village of Taos Ski Valley and Alan Plummer Associates (APAI) for Professional Services dated May 27, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data:

A. Project Name: North Gunsite Spring Monitoring

B. Description/Objective:

North Gunsite Spring Monitoring in 2019 will build on Leonard Rice Engineering (LRE's) previous geologic, and spring source area protection area characterization work. The overall project objective is to evaluate the feasibility of developing the Gunsite Spring as a VTSV water supply in terms of quantity and quality.

2. Services of Engineer:

To further analyze the viability of the North Gunsite Spring as a source of water to the VTSV, we propose to provide the following water resources support services.

1. *Meetings and Stakeholder Communication Support:*

APAI will provide review of stakeholder documents, including rebuttals to the January 2019 LRE Gunsite Spring Memorandum. APAI will also attend monthly stakeholder meetings (up to 1 in person when coincident with a water sampling events, and all others remotely).

2. *Spring Flow and Water Quality Monitoring:*

APAI will provide a list of constituents to sample for and assist in the first sampling event. APAI to install a flow meter at the Gunsite Spring with the understanding that the VTSV will document flow rates on a monthly or more frequent basis. The flow and sampling observation point(s) will be established for all monitoring events based on ease of measurement, and adequate field observation of all flow in the North Gunsite spring. Our field visit will be coordinated with a monthly stakeholder meeting, if possible. APAI will also purchase a flow measurement device for installation during the first monitoring event. APAI will identify an appropriate lab to submit water quality samples to and will assist the VTSV in submitting the first batch of samples to a quality analytical laboratory for drinking water analyses, including radiological parameters. APAI assume VTSV will pay the water quality laboratory directly. Field samples for pH and temperature will also be obtained.

3. *Technical Memorandum:*

APAI will evaluate the 2019 flow and water quality data to determine whether additional monitoring is necessary and/or to make adjustments to the monitoring program. APAI will prepare a summary Technical Memorandum with recommendations for additional monitoring and/or preliminary design criteria for the construction of a spring flow collection structure. APAI will provide a draft memorandum for review and comment and will incorporate comments into a final memorandum.

3. Exclusions, Assumptions, and Constraints

The following services, including those which are not considered normal or customary Basic Services, are not included in the Scope of Services. Additional or Supplemental Services beyond the above Scope of Work shall be performed only upon mutual agreement in writing between APAI and VTSV.

- A. The project exclusions include:
- 1) Any design or construction phase services.
  - 2) Any surveying or geotechnical services.
  - 3) Any field services (aside from the field investigation).
- B. The following list of the assumptions and constraints was used to develop the proposal:
- 1) NMED review and approval is not required.
  - 2) Permission to complete the field investigation will be provided by the VTSV.
4. Owner's Responsibilities  
VTSV will be responsible for providing any available documents and data related to the project.
5. Times for Rendering Services  
Upon receiving Notice to Proceed, APAI will begin work immediately; and barring any circumstances beyond APAI's control, anticipates completion by December 2019.
6. Payments to Engineer  
The total compensation for services identified under Paragraph 1 of the Task Order is estimated to be \$ 30,000 based on the following assumed distribution:
- Time & Materials Method: Owner shall pay Engineer for services on a time & materials basis. Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees multiplied by Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses, if any, and Subconsultant's charges, if any.
- Reimbursable Expenses: Meaning the actual expenses incurred by Engineer or Engineer's Consultants directly in connection with the Assignment.
- Standard Hourly Rates: The Standard Hourly Rates Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.
7. Other Modifications to Master Agreement: **NONE**.
8. Attachments:
- A. 2019 Rate Schedule
9. Documents Incorporated By Reference: **NONE**.

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

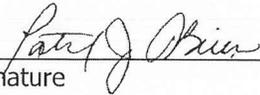
The Effective Date of this Task Order is: \_\_\_\_\_.

**Engineer**

Alan Plummer Associates

**Owner**

Village of Taos Ski Valley

 03/27/19  
Signature Date

Patrick O'Brien  
Printed Name

Signature Date

John Avila  
Printed Name

**REPRESENTATIVE FOR TASK ORDER:**

Patrick O'Brien  
Name

Principal  
Title

970-247-0724  
Phone

pobrien@apaienv.com  
Email

**REPRESENTATIVE FOR TASK ORDER:**

John Avila  
Name

Village Administrator  
Title

575-776-8820  
Phone

javila@vtsv.org  
Email

# 2019 Rates

2019 billing rates effective 1/1/2019

Billing rates adjusted annually

Direct expenses will be invoiced along with  
monthly labor costs

Management & Engineering Personnel	Rate per Hour, \$
Principal Engineer	225
Senior Technical Specialist	182
Senior Project Manager	182
Discipline Lead	182
Project Manager	160
Senior Engineer	155
Project Engineer II	140
Project Engineer I	135
Engineer III	125
Engineer II	120
Engineer I	115
<b>Specialty</b>	
Senior Resident Project Representative	125
Resident Project Representative	120
Senior Designer	120
CAD Designer	110
CAD Technician	85
<b>Support Personnel</b>	
Administrative	85

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Incidental expenses such as miscellaneous copying, telephone service and computer equipment are included in the Alan Plummer Associates fee. Reimbursable (direct) expenses may include but are not limited to: Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed photos.

**VILLAGE OF TAOS SKI VALLEY**  
Village Council  
Agenda Item

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**AGENDA ITEM TITLE: Consideration to Approve Submitting a Formal Comment Letter to the U.S. EPA Opposing the Revised Definition of the Waters of the United States Rule**

DATE: April 9, 2019

PRESENTED BY: Patrick Nicholson

STATUS OF AGENDA ITEM: New business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

**BACKGROUND INFORMATION:** The U.S. EPA is soliciting public comment on a proposed rule change to the definition of what is considered part of the Waters of the United States. The proposed redefinition would reclassify significant portions of ephemeral waters, intermittent waters and wetlands, including the Village's Kachina Wetland and many other Northern NM mountain streams, and remove long-standing Clean Water Act protections for these waters. Submission of a formal letter comment on behalf of the Village would add its voice of concern to many others from across the nation.

The comment deadline is April 15, 2019.

**RECOMMENDATION:** Staff recommends submission of a formal letter opposing the Revised Definition of the Waters of the United States Rule.



7 Firehouse Road  
Post Office Box 100  
Taos Ski Valley  
New Mexico 87525

(575) 776-8220  
(575) 776-1145 Fax

E-mail: [vtsv@vtsv.org](mailto:vtsv@vtsv.org)  
Web Site: [vtsv.org](http://vtsv.org)

MAYOR:  
Christof Brownell

COUNCIL:  
Jeff Kern  
Roger C. Pattison  
J. Christopher Stagg  
Thomas P. Wittman

VILLAGE  
ADMINISTRATOR:  
John Avila

CLERK:  
Ann M. Wooldridge

April 9, 2019

The Honorable Andrew  
Wheeler  
Acting Administrator  
U.S. Environmental  
Protection Agency

The Honorable R.D. James  
Assistant Secretary of the Army  
Department of the Army, Civil Works

U.S. Environmental Protection Agency  
EPA Docket Center  
Office of Water Docket  
Mail Code 28221T  
1200 Pennsylvania Avenue NW  
Washington, DC 20460  
[Ow-docket@epa.gov](mailto:Ow-docket@epa.gov)

**Re: Revised Definition of "Waters of the United States," Docket ID No. EPA-HQ-OW-2018-0149**

Dear Acting Administrator Wheeler and Assistant Secretary James:

The Village of Taos Ski Valley submits the following comments on the U.S. Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers' (Corps) proposed *Revised Definition of "Waters of the United States."* We write in opposition to this dangerous Dirty Water Rule proposal, which is expected to eliminate Clean Water Act protections for many waters across the country including waters that sustain our small mountain village. The Dirty Water Rule would remove protections from ephemeral waters, many intermittent waters, and from wetlands that are not directly adjacent to traditionally navigable waters, including our much cherished Kachina Wetland.

In New Mexico, where up to 94% of our waters are intermittent and ephemeral, it is critically important to protect all our waterways, including waters that don't flow year-round. Ephemeral and intermittent waters, waters in closed basins, wetlands, and playa lakes all serve critical functions to both wildlife and people in New Mexico. As an arid state, we rely upon all of our water resources and depend upon those resources staying clean and healthy for drinking, irrigating, recreation, wildlife habitat, cultural practices and industrial uses. Though ephemeral streams may only flow after a rain storm or snow melt, they provide water for larger streams and rivers, filter pollutants and capture nutrients, and provide critical habitat for wildlife. Categorically excluding all ephemeral streams from protections is a dramatic departure from decades of regulatory practice that followed science and common sense to protect our nation's water resources.

Protecting ephemeral and intermittent waters and wetlands in New Mexico is essential for protecting public health. EPA estimates that more than 280,000 people in New Mexico receive drinking water from sources that rely at least in part on ephemeral, intermittent or headwater streams.<sup>a</sup>

Since we are a non-delegated state under the NPDES program, we rely even more than other states on EPA and the Corps to regulate discharges to our state's water resources, thus making it all the more critical that essential Clean Water Act Protections are applied accurately and in a manner that protects water quality across the state. After the Clean Water Act was passed in 1972, we have made significant progress in cleaning up many of our nation's most treasured rivers, including the Rio Hondo in northern New Mexico, which depends on the small mountain streams that flow into it and on the wetlands that buffer it. The Village of Taos Ski Valley urges the Agencies to swiftly withdraw this proposal, which would gut Clean Water Act protections for certain streams and most wetlands.

Sincerely,

Mayor, Christof Brownell

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<sup>a</sup> Note that this analysis was conducted in 2006 prior to the surface water diversions for the cities of Albuquerque and Santa Fe going online, so this number is most likely substantially greater now.

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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**AGENDA ITEM TITLE: Consideration to Award contract for Septic Pumping of the Village Complex/Apartments to Ray's Septic Service**

**DATE: April 9, 2019**

**PRESENTED BY: John Avila, Village Administrator**

**STATUS OF AGENDA ITEM: New Business**

**CAN THIS ITEM BE RESCHEDULED: Not Recommended**

**BACKGROUND INFORMATION:**

The Village of Taos Ski Valley has a project to provide Workforce Housing at the Village Complex which requires regular pumping of the holding tanks. In order to get Septic Certification the NMED requires that the Village have a Septic Service contracted or be equipped and licensed to conduct the pumping on its own. Septic Service companies were invited to bid and only one responsive bidder, Ray's Septic Service, submitted and is recommended for the contract award.

**STAFF RECOMMENDATION:** Staff recommends awarding the Septic Service contract for the Village Complex to Ray's Septic Service.



## SERVICES CONTRACT #2019-14

This contract is hereby made and entered into by and between the Village of Taos Ski Valley, a New Mexico Municipality (hereinafter "VILLAGE") and Del Ray Baca DBA Ray's Septic Service (hereinafter CONTRACTOR") on this 5th day of April, 2019.

WHEREAS, the VILLAGE has found it necessary to retain the services of CONTRACTOR to provide septic tank pumping and disposal for the Village of Taos Ski Valley Complex located at 1346 Hwy 150, Taos Ski Valley, NM.

WHEREAS, the VILLAGE desires to engage CONTRACTOR to provide said services; and

WHEREAS, CONTRACTOR desires to provide such service(s) under the terms and conditions of this contract;

**THEREFORE, IT IS HEREBY MUTUALLY AGREED** by and between the parties that:

1. Scope of Work. CONTRACTOR shall:

There are (4) 1500 gallon tanks. The tanks are plumbed in series. The first tank has a baffle to intercept the solids. The third tank has a float switch which triggers an alarm when the tank is 80% full. The fourth tank has a float switch which triggers an alarm when the tank is 50% full. See Attachment A.

OWNER is responsible for notifying CONTRACTOR on the day that the alarm on the third tank goes off.

CONTRACTOR shall pump the tanks within 48 hours.

Per 4,000 gallon truck load, the cost will be \$900.00 per each load. If more than three services are needed per month, each additional load will be \$775.00 per load.

The CONTRACTOR shall maintain a pump log acceptable to the New Mexico Environmental Department.

The OWNER will remove the bolts from all of the manhole covers.

The OWNER will remove snow and sand the drive surfaces shown in Exhibits A & B (attached)

2. Address & Phone Contact. The address and phone number of Contractor is:

Del Ray Baca  
DBA Ray's Septic Service  
PO Box 1966  
El Prado, NM 87529

3. Term. This contract shall be effective from 4/5/19 and terminate at 5:00 p.m. on 4/4/2020 unless sooner terminated pursuant to the termination provision below or by completion of said services. Each party may cancel contract with 30 day written notice. This contract shall **not be effective until approved by the VILLAGE Council and signed by the Mayor.** Contractor will be issued a notice to proceed to start the work once contract has been finalized.

4. Renewal. VILLAGE shall have the right, but is not obligated, to renew this contract subject to terms agreeable to both the VILLAGE and CONTRACTOR.

5. Compensation. The VILLAGE shall pay CONTRACTOR, under this contract, not to exceed a sum of \$60,300.00 plus applicable sales of .0925% using the TIDD CRS code #20-450 for filing. Contractor will provide twelve (12) month liability and workmen's comp insurance certifications, and W-9 form. (20-430)

6. Release. CONTRACTOR agrees that, upon final payment of the amount due under this contract, CONTRACTOR releases the VILLAGE from all liabilities, claims and/or obligations whatsoever arising from, or under, this contract.

7. Appropriations. This contract is contingent upon there being sufficient appropriations available. The VILLAGE shall be the sole and final determiner of whether sufficient appropriations exist. If this contract encompasses more than one fiscal year, this contract is contingent upon continuing appropriations being available.

8. Annual Review. If this contract encompasses more than one fiscal year, this contract is subject to an annual review by the VILLAGE. If any deficiencies are noted during the review process, the Contractor shall be given a specified time, as per the Notice to Cure provision below, in which to cure said deficiency(ies).

9. Conflicts Provision. Should there be any conflict between any terms, condition or understanding between any term or condition contained in this contract and those documents incorporated by reference, the terms and conditions of this contract shall govern.

10. Status of Contractor. CONTRACTOR acknowledges that it is an independent contractor and as such neither it nor its employees, agents or representatives shall be considered employees or agents of the VILLAGE nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, use of VILLAGE vehicles, or any other benefits provided to VILLAGE employees.

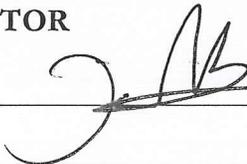
11. Non-Agency. CONTRACTOR agrees not to purport to bind the VILLAGE to any obligation not assumed herein by the VILLAGE, unless the CONTRACTOR has express written approval and then only within the limits of that expressed authority.

12. Confidentiality. Any information learned, given to, or developed by CONTRACTOR in the performance of this contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the VILLAGE.
13. Worker's Compensation. CONTRACTOR acknowledges that neither it nor its employees, agents or representatives shall have any claim whatsoever to worker's compensation coverage under the VILLAGE's policy.
14. Taxes. CONTRACTOR acknowledges that it and it alone, shall be liable for and shall pay to the New Mexico Taxation & Revenue Department, the applicable gross receipts taxes on all monies paid to it under this contract and that the VILLAGE shall have no liability for payment of such tax. CONTRACTOR also acknowledges that it, and it alone, shall be liable to the State and Federal government(s) and/or their agencies for income and self-employment taxes required by law and that the VILLAGE shall have no liability for payment of such taxes or amounts.
15. Records-Audit. CONTRACTOR shall bill monthly, with a log of the dates of the pumping. CONTRACTOR shall keep, maintain and make available, to the VILLAGE, all records, invoices, bills, etc. related to performance of this contract for a period of three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular 102-A shall apply. Said records shall be available for inspection, audit and/or copying by the VILLAGE or its authorized representative or agent, including federal and/or state auditors.
16. Indemnification. CONTRACTOR agrees to indemnify and hold harmless the VILLAGE from any and all claims, suits, and causes of action which may arise from its performance under this contract unless specifically exempted by New Mexico law. CONTRACTOR further agrees to hold harmless the VILLAGE from all personal claims for any injury or death sustained by CONTRACTOR, its employees, agents or other representatives while engaged in the performance of this contract. CONTRACTOR agrees to maintain liability insurance at least equal to the requirements of the New Mexico Tort Claims Act during the term of this contract.
17. Assignment & Subcontracting. CONTRACTOR shall not assign, transfer or subcontract any interest in this contract or attempt to assign, transfer or subcontract any claims for money due under this contract without the prior written approval of the VILLAGE.
18. Conflict of Interest. CONTRACTOR warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
19. Non-Discrimination. CONTRACTOR agrees that it, its employee(s) and/or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
20. Default by Contractor. In the event that CONTRACTOR defaults on any term or provision of this contract, the VILLAGE retains the sole right to determine whether to declare the contract voidable and/or CONTRACTOR agrees to pay the VILLAGE the reasonable costs, including court fees and attorney's fees and direct and indirect damages, incurred in the enforcement of this contract.

21. Efforts to Cure. If the VILLAGE elects to provide the Contractor with notice to cure any deficiency or defect, the Contractor may have the time specified in the written "Notice to Cure" Authorization. Failure, by the Contractor, to cure said deficiency or defect, within the authorized time, shall result in an immediate termination of this contract subject to the provision of No. 9 above.
26. Severability. In the event that a court of competent jurisdiction finds that any term or provision of this contract is void, voidable or otherwise unenforceable, all other terms and provisions shall remain intact and enforceable where not otherwise inconsistent with the Court's findings.
27. Scope of Agreement. This contract incorporates all of the agreements and understandings between the parties. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this contract.
28. Amendment(s) to This Contract. This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
29. Applicable Law. This contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules and regulations of the VILLAGE. Any legal proceeding brought against the VILLAGE, arising out of this contract, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico.
30. Illegal Acts. Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any CONTRACTOR to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first written above.

**CONTRACTOR**

  
\_\_\_\_\_

CONTRACTOR'S GRT/CRS NUMBER or

572-17-3463

CONTRACTOR'S FED. TAX ID NO. or SSN

**VILLAGE OF TAOS SKI VALLEY**

\_\_\_\_\_  
CHRISTOF BROWNELL, MAYOR

**ATTEST:**

\_\_\_\_\_  
ANN MARIE WOOLDRIDGE, VILLAGE CLERK

**Scope of Work:**

Owner: Village of Taos Ski

Contractor: Ray's Septic Service

Contract Period 1 year

Each party may cancel contract with 30 day notice

There are (4) 1500 gallon tanks. The tanks are plumbed in series. The first tank has a baffle to intercept the solids. The third tank has a float switch which triggers an alarm when the tank is 80% full. The fourth tank has a float switch which triggers an alarm when the tank is %50 full. See Attachment A.

Owner is responsible for notifying Contractor on the day that the alarm on the third tank goes off.

Contractor shall pump the tanks within 48 hours.

Per 4,000 gallon truck load, the cost will be \$900.00 per each load. If more than three services are needed per month, each additional load will be \$775.00 per load.

Based upon a maximum of 6 loads per month, the maximum amount payable for this contract \$60,300 + NMGRT.

The Contractor shall bill monthly, with a log of the dates of the pumping.

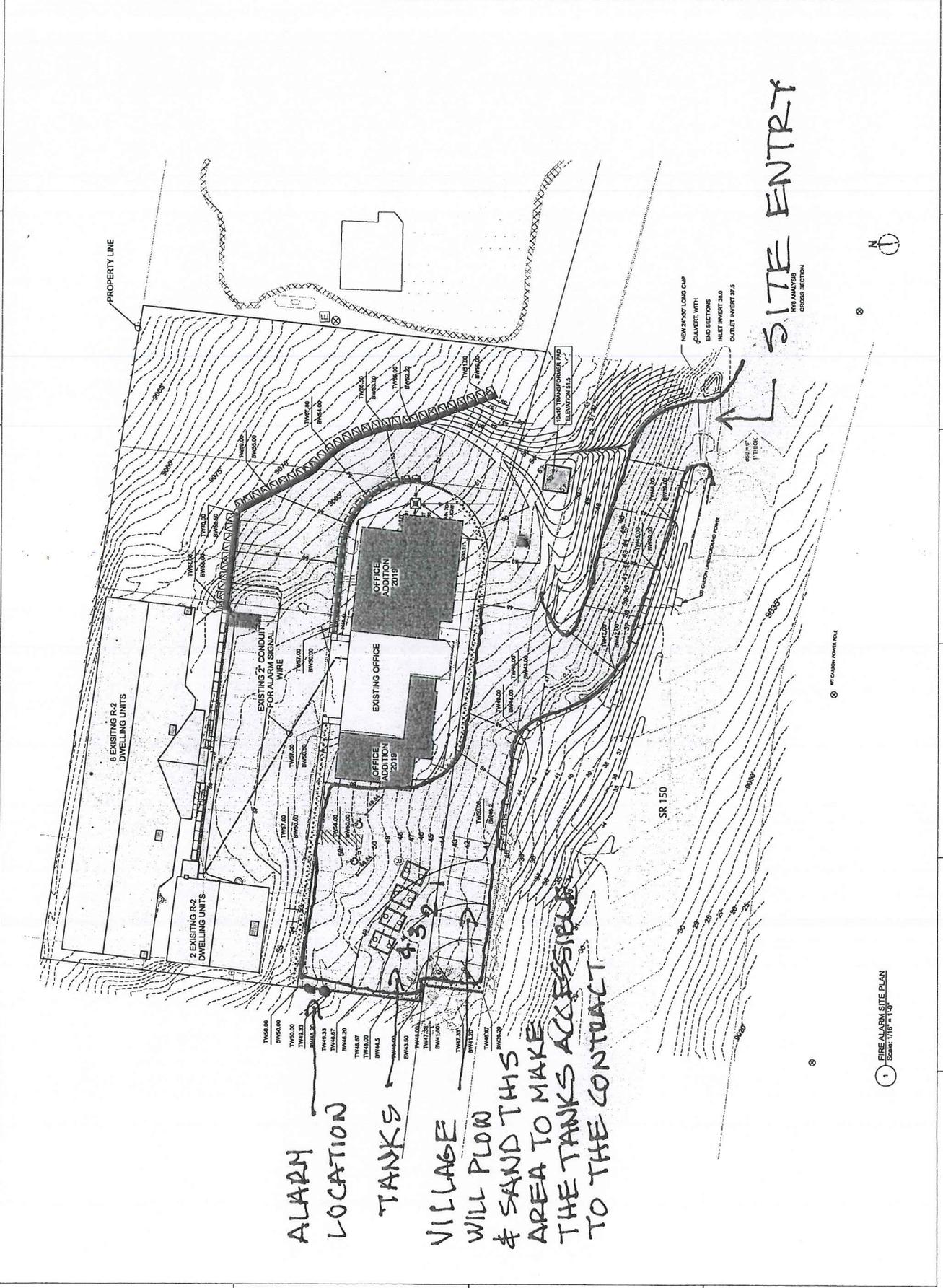
The Contractor shall maintain a pump log acceptable to the New Mexico Environmental Department.

The Owner will remove the bolts from all of the manhole covers.

The owner will remove snow and sand the drive surfaces shown in Exhibits A & B

CONTRACT 2019-14 KAY'S SEPTIC SERVICE  
EXHIBIT A TANK LOCATION

		PROJECT TITLE <b>TAOS MOUNTAIN LODGE SITE DEVELOPMENT</b>		SHEET TITLE <b>SITE PLAN FIRE ALARM</b>	
Village at Taos Ski Valley 1700 100th Avenue Road, Taos Ski Valley, New Mexico 87555 (505) 776-8220 (505) 776-1145 FAX Major Credit Division 1. Christopher Stutz, Thomas Wilson 2. Administration, Mark C. Fisher 3. Construction, Roger C. Kautman 4. General Office, Roger C. Kautman 5. Planning, Roger C. Kautman 6. Public Relations, Nancy G. Gendron 7. Site Development, Roger C. Kautman		NO. DATE REVISION		PROJECT TITLE <b>TAOS MOUNTAIN LODGE SITE DEVELOPMENT</b>	
		JOB # PROJECT BY CHECKED BY DATE SHEET		C-1	



ALARM LOCATION  
TANKS  
VILLAGE  
WILL PLOW & SAND THIS AREA TO MAKE THE TANKS ACCESSIBLE TO THE CONTRACT

SITE ENTRY



1 FIRE ALARM SITE PLAN  
Scale: 1/16" = 1'-0"

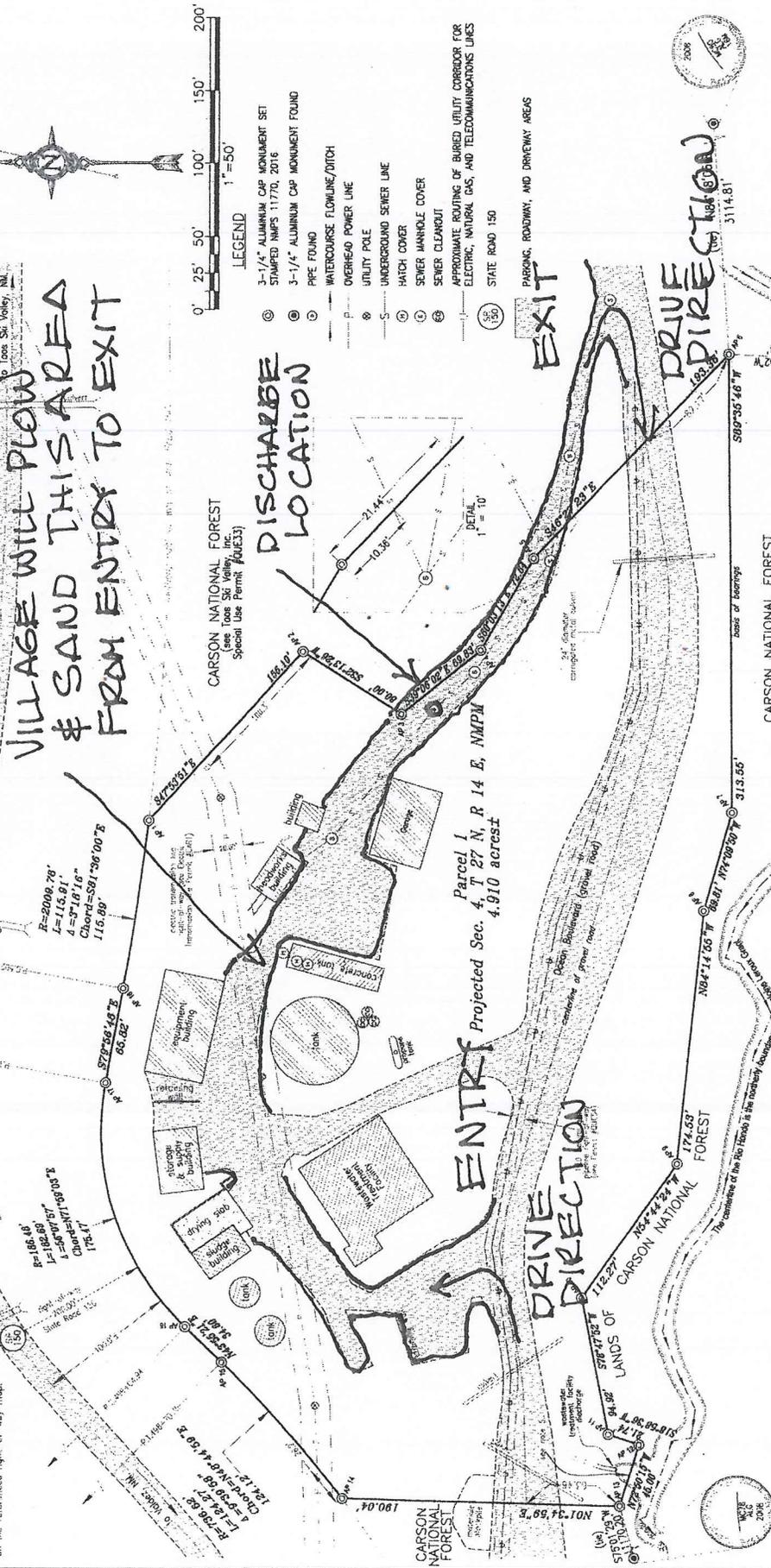
CONTRACT 2019-14 RAY'S SEPTIC SERVICE

BOUNDARY SURVEY PLAT OF Parcel #1, within Projected Section 4, Township 27 North, Range 14 East, NMPM, in the Village of Taos Ski Valley, Taos County, New Mexico

EXHIBIT B PUMP TRUCK DISCHARGE LOCATION.

VILLAGE WILL FLOW & SAND THIS AREA FROM ENTRY TO EXIT

Information shown hereon regarding the right-of-way of New Mexico State Road 150 is derived from the New Mexico Department of Transportation Right-of-Way Map of Taos County, New Mexico, prepared by the Department of Transportation, dated 24 July 1970. No existing right-of-way monumentation was located on the ground. Consequently, the right-of-way as shown was established by a best-fit method based on construction season ground control points and the geometry shown on the referenced right-of-way map.



**SURVEYOR'S CERTIFICATE**  
 I, Robert A. Watt, a New Mexico Registered Professional Surveyor, certify that I conducted and am responsible for this boundary survey, that this boundary survey is true and correct to the best of my knowledge and belief, and that this survey and plat meet the Minimum Standards for Surveying in New Mexico. I further certify that this is a boundary survey plat.

0211

Robert A. Watt, NMPM #11770  
 Date: 01 Nov. 2016

**Purpose of Survey**  
 The purpose of this survey is to identify and describe Parcel No. 1 to be conveyed from the Carson National Forest to The Village of Taos Ski Valley, as per Public Law 113-291, Dec. 19, 2014.

**Rect Tail Surveying, Inc.**  
 Complete Land Surveying and Earth Information Services  
 301-A Heise Street  
 Taos, New Mexico 87571-6654  
 505.358.7441  
 www.recttailsurveying.com

<b>BOUNDARY SURVEY PLAT</b>	
Current owner: U.S. Forest Service	
Projected Section 4, T 27 N, R 14 E, NMPM	
Survey plat of:	
<b>Parcel 1, Projected</b>	
<b>Section 4, Township 27 N,</b>	
<b>Range 14 E, NMPM</b>	
Draftsman: JChk	Date: 01 Nov 2015
Proof: Robert A. Watt	Scale: 1"=50'
	Job No. 1504.05

Sheet 2 of 3

**VILLAGE OF TAOS SKI VALLEY**  
**Village Council**  
**Agenda Item**

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AGENDA ITEM TITLE: **Consideration to Approve Snakedance Condominiums FY19  
Water/Sewer Fixed Charge Credit Request**

DATE: April 9, 2019

PRESENTED BY: Ann M. Wooldridge, Village Clerk

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: At the August 2018 Village of Taos Ski Valley Council meeting, the Council did not adopt the proposed increase in Water/Sewer rates that Staff presented as part of the FY2019 Final Budget. Since the new rates were not adopted, the FY2018 rates remained in effect.

There was a proposed rate increase in water and sewer fixed and usage charges of 4%. The total number of EQRs was going to decrease from FY18, from a total of 641.26, to 588.22 in FY19. With the EQRs dropping for some properties, even with the rate increase, the final effect of the change on various properties would differentiate. Council voted to not move to the new rates.

The Snakedance Condominiums had decreased its water usage considerably in FY18 and would have seen a significant drop in its fixed charge, due to a decrease in the number of EQRs. The July 2018 bill reflected the new, lower, fixed charge, but the August bill had the old, higher, fixed charge.

Since specific steps were taken to reduce the water usage at the Snakedance, the Snakedance Manger has requested Council review of these charges and Council consideration for a credit for August 2018 to February 2019 fixed charges. See attached letters.

The Village has a Revenue Collection Policy to be applied when a water leak occurs, but does not have in place a policy to address variances to the water and sewer rates.

RECOMMENDATION: Discussion and consideration to approve a credit for the Snakedance.

# SNAKEDANCE

CONDOMINIUMS & SPA  
LIFTSIDE LODGING AT TAOS SKI VALLEY

October 9, 2018

Village of Taos Ski Valley  
Village Council  
PO Box 100  
Taos Ski Valley, NM 87525

Dear Council Members,

We would like to ask the Village Council to reconsider their recent decision to NOT adjust the water/sewer EQR rate for the fiscal year of July 1, 2018 to June 30, 2019.

In our constant efforts at conservation, we installed a pressure valve for water coming into our building. We had discovered that the incoming pressure was in excess of 120 psi. Upon installing the valve in August 2017, we set the incoming water pressure to 50 psi. For the period of August 2017 – July 2018 we were billed for 591,000 gallons. The previous period of August 2016 – July 2017 we were billed for 1,036,000 gallons. This is a drop in water usage of 445,000 gallons.

While we understand that lower water usage due to less business and subsequent lower occupancy last season impacted the amount of revenue collected for water/sewer, we don't feel that we should be penalized for that. In fact, our revenues were up over the same time period.

	<u>Dec 2016 – Mar 2017</u>	<u>Dec 2017 – Mar 2018</u>
Lodging	\$571,914.94	\$574,462.70
Restaurant	\$192,713.25	\$221,663.22

If you are really looking to reduce water consumption, this concept should be implemented throughout the Village.

We appreciate your consideration. If you have any questions, please feel free to contact me.



Roger Mariani  
575-741-0528