

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Approval of the Change Order for Contractor Ovivo USA LLC to Change Scope from MBR System to MicorBLOX MBR System

DATE: March 12, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: This project is underway with engineering and preliminary construction design in last year's building season. The work has been changed in order to use a more appropriate system, so the Order to Change Scope is required to move to develop a microBLOX MBR system instead of a MBR system.

An informal agreement has been reached. (FEI) Allen Plummer Associates prepared the change order paperwork and the change order is attached. It has been signed by OVIVO USA and now requires Village acceptance.

The Change Order is urgent to allow fabrication and delivery in time for construction.

STAFF RECOMMENDATION: Approval of Change Order for OVIVO to produce the microBLOX MBR system components, for the upgraded Wasted Water Treatment Plant construction.

C-941 - CHANGE ORDERChange Order No. 1

Owner: Village of Taos Ski Valley

Contractor: Ovivo USA LLC.

Engineer: Alan Plummer Associates

Project: Wastewater Treatment Plant Expansion

The Contract is modified as follows upon execution of this Change Order.

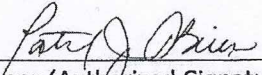
Description: Scope Change from MBR system to microBLOX MBR system

Attachments: Ovivo Change Order #1 Technical Proposal; Equipment Delivery Date Commitment

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,048,891.78</u>	Original Contract Times: _____ Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
<input type="checkbox"/> Increase <input type="checkbox"/> Decrease from previously approved Change Orders No. _____ to No. _____ \$ <u>NA</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ calendar days
Contract Price prior to this Change Order: \$ <u>1,048,891.78</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
Increase of this Change Order: \$ <u>2,298,584.22</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ calendar days or dates
Contract Price incorporating this Change Order: \$ <u>3,347,476.00</u>	Contract Times with all approved Change Orders: Equipment Delivery: <u>20 Weeks from</u> <u>Submittal Approval</u> Ready for Final Payment: <u>Per Contract Terms</u> calendar days or dates

RECOMMENDED:

By:


Engineer (Authorized Signature)

Print Name:

Patrick O'Brien

Title:

Principal

Date:

03/07/19

ACCEPTED:

By:

Owner (Authorized Signature)


Print Name:

Title:

Date:

RECEIVED:

By:


Contractor (Authorized Signature)

Print Name:

Hiren Trivedi

Title:

Managing Director, Ovivo USA LLC

Date:

02-07-2019

APPROVED:

By:

Funding Agency (Authorized Signature)

Print Name:

Title:

Date:



Change Order #1 Technical Proposal
Village of Taos Ski Valley, NM
Ovivo Proposal #100518-1-AK-R2

PREPARED FOR:

Mark Dahm, P.E.
Senior Project Manager
FEI Engineers, Inc.
1485 Florida Road, Suite C206
Durango, CO 81301
Phone: (970) 247-0724

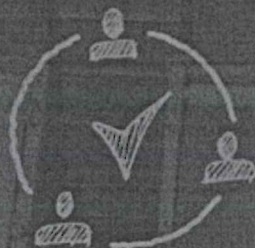
CREATED:

1/13/2019

VALID UNTIL:

03/13/2019

**CLIENT
ENGINEER
OVIVO**



**RETROFIT
REPLACEMENT
REUSE**



Ovivo USA LLC
2404 Rutland Drive, Austin, TX 78758
1-855-OVIVO-MBR
ovivowater.com

mbrcentral.com
A unique portal for MBR and Packaged
Wastewater Treatment information

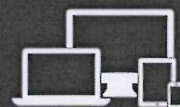


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ovivo mbr - one system, many solutions

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PIDs

Tie-Point Drawings

PIDs



section 1 technical proposal

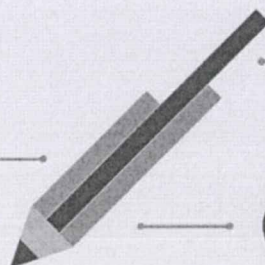
1.a Commentary on Technical Design and Performance Requirements

Ovivo's design considerations **pay respect to a simplistic flow sheet to capture maximum value** in capital, construction, and operational costs. There are diverse techniques in which the design may be approached. A cost effective MBR system design is a balancing act between process flexibility, turndown, energy efficiency, bio-hydraulics and sustainable membrane flux while meeting the design requirements in accordance with the parameters set forth. Ovivo's proposed MBR system design is focused on key points, noted throughout this proposal, which we believe will bring the most value to the project.

01

the commentary

product support



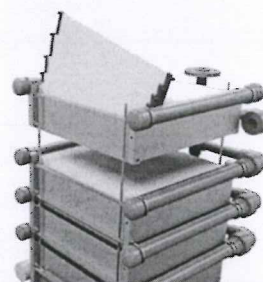
innovations



clear strategy

The heart of the system is Ovivo's Ceramic Membrane Technology, comprised of hydrophillic Silicon Carbide UF/MF (0.1 μ) flat plate which provides unmatched flux rate, repelling negatively charged particlaes including oil. The chemically inert membrane material can operate in extreme environments, a pH range

from 1-14 and high sludge concentrations of 4% organic waste or 10% inorganic waste. The plates have a high resestance to oxidents even ozone. The very hydrophillic nature of membranes, allows the membrane zones to be shut down and drained without the addition of preservative. Membranes are kept clean with an automated backwash system and a regular maintenance clean (MC) which can utilize non-chlorine based chemicals, such as parasitic acidic or ozone.



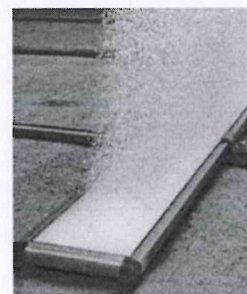
02

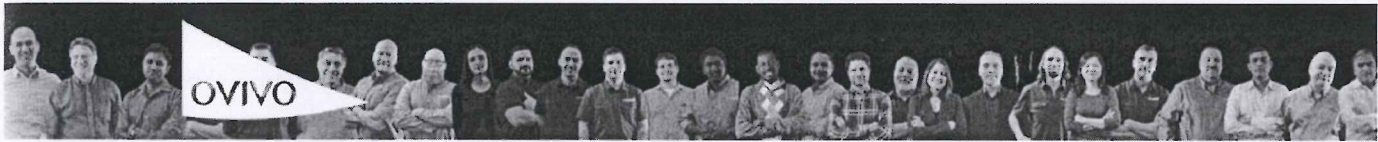
the membranes

the process zone

03

On the process side, Ovivo AEROSTRIP® diffusers have been the leading technology to reduce operational costs and improve plant performance. Advanced perforation technology and a high strength polyurethane membrane are the secrets to the AEROSTRIP® fine pore diffusers high performance and long service life. Ovivo guarantees clean water transfer efficiencies of 8.5-10%/m (2.6-3.0% ft) 20' side-water depth (SWD) in virtually all applications.





1.b Influent Flow Data

The influent design flows are summarized in the table below.

Parameter	Flow	Minimum Temperature	Event Duration
Annual Average Flow (AAF)	200,000 GPD ¹	8° C ¹	9 consecutive months ¹
Maximum Month Flow (MMF)	310,000 GPD ¹	8° C ¹	3 consecutive months ¹
Peak Day Flow (PDF)	440,000 GPD ¹	8° C ¹	2 consecutive weeks ¹

1. Assumed, to be verified by consulting engineer.

1.c Influent | Effluent Characteristics,

Influent wastewater flows or loads are summarized below. In the event that the influent exceeds the specifications used in engineering this proposal, or the source of influent changes, the ability of the treatment system to produce the designed treated water quality and/or quantity may be impaired. Ovivo will provide guidance to overcome characteristic variations, however, if the Owner chooses to continue to operate the system, they assume the risk or any additional costs associated with biological upset, increased consumable use or membrane damage.

Parameter	Influent	Effluent	Remarks
BOD	664 mg/L	< 9.1 mg/L	
TSS	300 mg/L	< 9.1 mg/L	
TKN	66 mg/L ¹	--	
NH ₃	45 mg/L ¹	< 2.1 mg/L	
TN	66 mg/L ¹	< 5.2 mg/L	
TP	12 mg/L ¹	< 0.31 mg/L	
FOG	--	--	
Fecal Coliform	--	< 2.2 CFU	
Turbidity		2 NTU ³	
Alkalinity	150 mg/L		
Grit ⁴	< 5 mg/L	Maximum limit in MBR basins	
Coarse Suspended Solids (CSS)	< 200 mg/L ⁵	Maximum limit in MBR basins	
Screen Capture Efficiencies	90%		
Maximum Temperature	25° C ¹	25° C Used for Flux Design	
Elevation	9,260 ft		

Notes:

1 Assumed, consultant to verify.

3 Measured turbidity shall be ≤ 2 NTU on 9 of 10 consecutive samples.

4 Particles having a specific gravity > 1.6 and unable to pass through a 65-mesh (0.21 mm) screen.

5 May be accomplished with a rescreen if headworks is insufficient.

1.d Membrane System Design,

Parameter	Data 1	Data 2	Data 3
Membrane Unit	M11	UF/MF	316SS Housing
Membrane Plate Properties	Flat Plate 1.625 ft ² /plate 65 ft ² per module	Silicon Carbide Ave TMP 1.0 to 10 psig 40 plates / module	0.1 µm (avg) Max TMP 5.8 psig 5.7 mm spacing
Membrane Module Properties	2.1' w x 2.25' l x .55'h	79 lbs dry weight	99 lbs wet weight
Membrane Diffuser Properties	Coarse Bubble	15 lbs weight	SS316 Housing
Membrane Unit Configuration	715 ft ² /unit	11 Modules per unit	SS314 housing
Number of Membrane Trains	4 ¹	--	--
Number of Units per Train	6	Single Row	--
Total Membrane Surface Area	17,160 ft ²	24 Units (Towers)	--
Flux	MMF 18.0	PDF 26.0	

¹ Membrane redundancy: The system can handle AAF continuously and PPF for 24hrs with one membrane zone offline

1.e Biological System Design

Data is preliminary based on current parameters and may be optimized as final design commences.

Parameter	Data 1	Data 2	Data 3
Pre-Anoxic Zone (PAX)	1 Basin (Existing)	14.5' Side Water Depth	24,400 Gallons Total ¹
Pre-Aeration Zone (PA1)	1 Basin (Existing)	14' Side Water Depth	70,700 Gallons Total ¹
Pre-Aeration Zone (PA2A/B)	2 Basins (Existing)	11.17' Side Water Depth	29,500 Gallons Total ¹
Post-Anoxic Zone (AXP)	2 Basins (Supplemental Tanks)	10.5' Side Water Depth	29,000 Gallons Total ¹
Membrane Zone (MBR)	2 Basins (microBLOX)	10' Side Water Depth	20,900 Gallons Total ¹
MMF 0.31MGD			
SRT	Plant 29 days	--	--
MLSS	PAX 12,706 mg/L	PA 12,693 mg/L	MBR 14,758 mg/L
AOR	Total 1,454 lbs O ₂ /d	PA 1,103 lbs O ₂ /day ¹	MBR 351 lbs O ₂ /day ¹
Waste Sludge	6,800 gallons per day	1.4 %	--
Process Balance	MicroC 28 gpd	Alkanity 65 gpd	Phos Reduction 28 gpd
PPF 0.44MGD			
SRT	Plant 26 days	--	--
MLSS	PAX 16,363 mg/L	PA 16,351 mg/L	MBR 19,025 mg/L
AOR	Total 2027 lbs O ₂ /d	PA 1547 lbs O ₂ /day ¹	MBR 480 lbs O ₂ /day ¹
Waste Sludge	7,600 gallons per day	1.9 %	--
Process Balance	MicroC 39 gpd	Alkanity 100 gpd	Phos Reduction 39 gpd

1. Total all basins

section 2

scope of supply

The following tables represent the scope of supply for the equipment and services provided by Ovivo. Unless specifically and expressly included in this proposal, pricing provided is limited to the goods, services, quantities, materials, and model numbers as shown. See PIDs for specific quantities and location.

2.a Equipment Scope Summary

QTY	Description	Factory Installed or Shipped Loose	Manufacturer
MBR Tanks 01/02			
2	microBLOX [®] MBR Carbon Steel Tanks	Factory Assembled, Installed On-site	Ovivo
24	SiC M11 Ceramic Membranes	Factory Assembled in MBR 01/02	Ovivo Cembrane
24	Permeate Isolation Valves	Factory Assembled in MBR 01/02	Asahi
24	Membrane Diffuser Isolation Valves	Factory Assembled in MBR 01/02	Keystone
1	Fine Bubble Diffusers	Factory Assembled in MBR 01/02	Aerostrip
2	Permeate Pumps 100 GPM	Factory Assembled Lower Porch	Vogelsang
2	TMP – Pressure Transmitters	Factory Assembled Lower Porch	E&H
8	Pump Isolation Valves	Factory Assembled Lower Porch	Asahi
8	Gauges – Suction and Discharge	Factory Assembled Lower Porch	McDaniel
2	Turbidity Meters	Factory Assembled Lower Porch	Hach
2	Flow Meters	Factory Assembled Lower Porch	E&H
4	UV D438	Factory Assembled Lower Porch	Neo-Tech
2	Level Transmitters	Factory Assembled Lower Porch	E&H
4	Auto Valves – On/Off 4"	Factory Assembled Lower Porch	Asahi
4	Blowers – Air Scour K11	Factory Assembled Lower Porch	FPZ
4	Isolation Valves 6"	Factory Assembled Lower Porch	Keystone
2	Airflow Meters	Factory Assembled Lower Porch	Sierra
2	Blowers – Process Diffusers	Factory Assembled Lower Porch	FPZ
2	Isolation Valves 3"	Factory Assembled Lower Porch	Keystone
2	CIP – Hypo Pumps	Shipped Loose	Blue-White
2	Isolation & Check Valves	Shipped Loose	Asahi
2	CIP – Acid Pumps	Shipped Loose	Blue-White
2	Isolation & Check Valves	Shipped Loose	Asahi
2	Level Transmitter – CIP Wet Well	Factory Assembled Wet Well 01/02	Blue Ribbon
1	Lot Pipe, Valves and Electrical	Factory Assembled in Tank and Porches	Ovivo
1	Stair	Shipped Loose, Installed Onsite	Ovivo
2	Walkways	Shipped Loose, Installed Onsite	Ovivo
PAX Process Tanks 01/02			
2	Supplemental tank Carbon Steel	Shipped Loose,	Ovivo
2	Mixer with Rails	Factory Assembled in Process Tanks	Wilo
1	Lot Pipe and Electrical	Factory Assembled in Tank and Porches	Ovivo
Headworks Equipment			
1	2 mm Single Entry Drum Screen	Factory Assembled, Installed Onsite	Ovivo
1	304SS Tank	Factory Assembled in SS Box	Ovivo
1	Flow Meter	Shipped Loose, Installed Onsite	E&H
1	Screw Press, 304SS	Factory Assembled in SS Box	Ovivo

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PAX 01 Existing Basin			
1	Mixer with Rails	Shipped Loose, Installed Onsite	Wilo
1	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
PA 01/02/03 Existing Basins			
3	Transfer Pumps – 1069 GPM	Shipped Loose, Installed Onsite	Wilo
1	Flow Meter 8"	Shipped Loose, Installed Onsite	E&H
3	Isolation Valves 8"	Shipped Loose, Installed Onsite	TBD
3	Check Valves 8"	Shipped Loose, Installed Onsite	TBD
6	Level Switches	Shipped Loose, Installed Onsite	Conery
3	LDO Probes	Shipped Loose, Installed Onsite	Hach
2	Blowers - 881 SCFM	Shipped Loose, Installed Onsite	Aerzen
1	Airflow Meter 8"	Shipped Loose, Installed Onsite	Sierra
2	Blower Isolation Valves *"	Shipped Loose, Installed Onsite	Keystone
1	Fine Bubble Diffusers	Shipped Loose, Installed Onsite	Aerostrip
3	Mixer with Rails	Shipped Loose, Installed Onsite	Wilo
3	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
PA 20/03 Existing Clarifier Basins			
4	Transfer Pumps – 1069 GPM	Shipped Loose, Installed Onsite	Wilo
2	Flow Meters 8"	Shipped Loose, Installed Onsite	E&H
4	Isolation Valves 8"	Shipped Loose, Installed Onsite	TBD
4	Check Valves 8"	Shipped Loose, Installed Onsite	TBD
4	Level Switches	Shipped Loose, Installed Onsite	Conery
2	LDO Probes	Shipped Loose, Installed Onsite	Hach
2	pH Meter	Shipped Loose, Installed Onsite	Hach
2	Blowers - 441 SCFM	Shipped Loose, Installed Onsite	Aerzen
2	Airflow Meter 6"	Shipped Loose, Installed Onsite	Sierra
2	Blower Isolation Valves *"	Shipped Loose, Installed Onsite	Keystone
1	Fine Bubble Diffusers	Shipped Loose, Installed Onsite	Aerostrip
2	Mixer with Rails	Shipped Loose, Installed Onsite	Wilo
2	Level Transmitters	Shipped Loose, Installed Onsite	Blue Ribbon
WAS			
2	Pumps – 100 GPM	Factory Assembled Large Lower Porch	Vogelsang
2	Auto Valves 2" – Wasting & Rescreening	Factory Assembled Large Lower Porch	Asahi
1	Flow Meter	Shipped Loose, Installed Onsite	E&H
2	Check Valves 2"	Factory Assembled Large Lower Porch	Asahi
4	Isolation Valves 2"	Factory Assembled Large Lower Porch	Asahi
4	Gauges – Suction and Discharge	Factory Assembled Large Lower Porch	McDaniel
Dosing Systems			
2	Alum Dosing System	Shipped Loose, Installed Onsite	Blue/White
2	Carbon Dosing	Shipped Loose, Installed Onsite	Blue/White
2	pH Addition Mag H	Shipped Loose, Installed Onsite	Blue/White

2.c Controls Scope Summary

QTY	Description	Factory Installed or Shipped Loose	Manufacturer
PLC Panel			
1	PLC/HMI Cabinet, Auto Dialer, Climate Control	Shipped Loose, Installed Onsite	Ovivo
Remote IO			
2	Panels	Factory Assembled in Panel	Ovivo
HMI/SCADA			
1	HMI Panel, HOA, SCADA	Factory Assembled in PLC Panel	Ovivo
Motor Controls			
1	Starter, VFDs as required off board Equipment	Factory Assembled Shipped Loose	Ovivo
1	Starter, VFDs as required Skid Mounted Equipment	Factory Assembled Shipped Loose	Ovivo

2.d Services Scope Summary

Ovivo's scope of services is shown below.

Description	Person Days (Total All Trips)	Trips	Provider
Membrane Equipment On-site Construction Services¹			
Start-up, Testing, Commissioning and Training	15	1	Ovivo Technical Services
Remote Support Services¹			
24 Month Remote Service Support	As Needed	0	Ovivo Technical Services
Data Management			
Data Trending Tool	1 Year	NA	Ovivo 2-years Subscription
Freight			
Shipping	--	4	Ovivo

Notes:

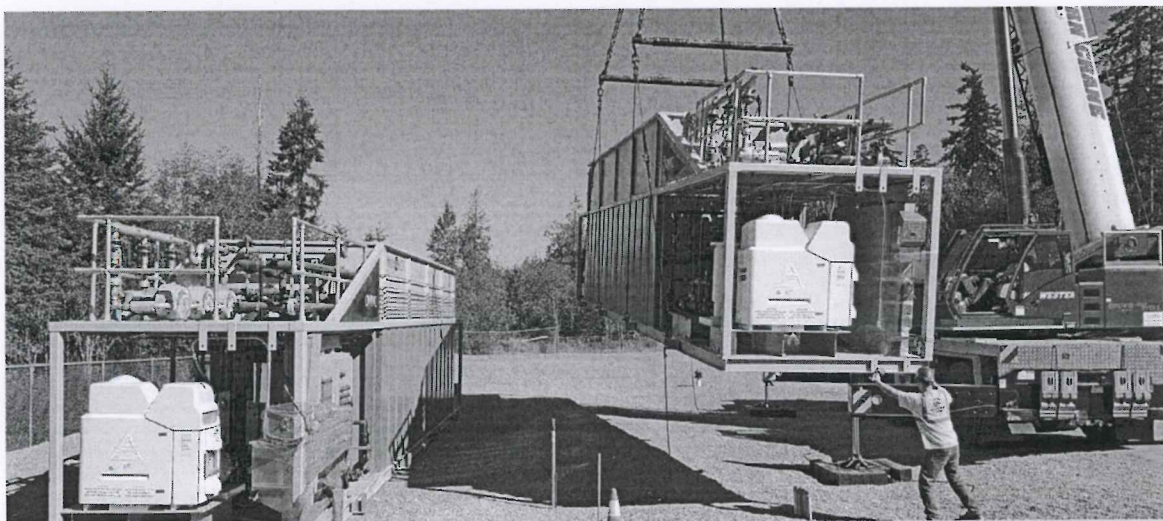
1. Additional time available at our published labor rates.

2.e Construction Supervision

Ovivo's Project Manager will provide review and supervision of work. Supervision will be completed both remotely and onsite in context of stated man-days included.

The following items would be included in the Supervision of Work carried out by Ovivo.

- Time will be spent making sure the parties involved in the installation of the equipment are well briefed and guided on the correct installation of the equipment.
- An Ovivo representative will provide advice and answer any questions that the contractor may have regarding the installation of Ovivo supplied equipment.
- The Ovivo representative will field questions, give direction on completing the installation, and resolve discrepancies with drawings.
- Ensure the installation work has been carried out correctly and has reached a degree of completion adequate to allow the project to proceed smoothly, without delays.
- The installation of the equipment will be reviewed with the contractor's supervisors/project managers.
- Ovivo will verify installation correctness of interconnecting piping.
- Ovivo will verify equipment and instrumentation wiring, conduit and other appurtenances required to provide connections as needed between the various field mounted valves and instruments to the Local Panel(s) and between any Local Panel(s) and the Master microBLOX™ PLC/MCP Panel.
- Ovivo will witness integrity testing of the basins and piping performed by the contractor or others.
- Working with the contractor, Ovivo's personnel will functionally test Ovivo's system inputs/outputs points to confirm wiring. Remediation of wiring problems is the responsibility of others.
- Upon completion of satisfactory installation, acceptance sheets shall be completed for each subsystem.
- Ovivo will verify that the equipment installation is adequate to allow the plant to be commissioned.
- Upon completion of onsite visit, Ovivo's representative will develop a Contractor's Punch list. The punch list will identify items that are incomplete or outstanding. It is Ovivo's expectation that all punch list items be resolved prior to the next visit. Failure to properly address punch list items proactively can result in unplanned delays.



Multi-tank microBLOX® Delivery | Tehaleh, WA

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2.f Scope by Others

Time will be spent making sure the parties involved in the installation of the equipment are well briefed. The following items are for the supply and responsibility of the owners representatives, consultants, construction contractor or others:

- Overall plant design;
- Review of equipment drawings and specifications;
- Unloading of delivered equipment at the FOB site including receiving, sign-off and safe storage of equipment at site until ready for installation;
- Construction Contractor to provide suitable warehousing for storage of the materials;
- Equipment installation including, but not limited to the following;
 - Installation of any other loose-shipped Ovivo supplied equipment;
 - Flushing of contractor supplied interconnecting piping;
 - Verification of removal of all residual debris from construction. Debris found within the tank can potentially void membrane warranties or require immediate replacement of damaged cassettes;
 - Providing assistance where necessary to electrical trades in the accomplishment of functions requiring mechanical tradesmen (including pipe fitters and any other trade within the scope of this contract);
 - Touch up finish paint surfaces on equipment as required at the completion of the project;
- Facilities for the disposal of raw water screening and pretreatment of feed water;
- Civil and structural works, provision of main plant structures, tank construction, buildings, equipment foundation pads etc. including, but not be limited to the following:
- Construction of foundation pads for the major process equipment;
- Installation of equipment access platforms, walkways, stairs etc.
- Equipment anchor bolts and tank anchors other than factory installed equipment;
- Design, supply, installation and testing of process and utilities piping, pipe supports, hangers, valves etc. supplied by the general contractor;
- Installation of all power and instrumentation interconnecting wiring, optical fibers, conduit and appurtenances from the control panels, MCC's etc. to field mounted instruments, motors, valves/valve actuators and any other equipment supplied by Others or Ovivo including, but not limited to;
 - Electrical wiring interconnections (including wiring, conduit and any other appurtenances required to provide power connections as needed) from the electrical power source to the PLC /Motor Control Panel;
 - Instrumentation wiring, conduit and other appurtenances required to provide connections as needed between the various field mounted valves and instruments to the Local Panel(s) and between any Local Panel(s) and the Master microBLOX™ PLC/MCP Panel;
 - All junction boxes, disconnect switches and local operator controls required by the contract drawings and specifications, site standards and local codes and regulations;
- Any raw materials, and utilities during equipment start-up and operation including seed sludge and a supply of raw water feed that meets all design parameters for the successful commissioning of the membrane equipment;
- Chemical totes and any chemicals for operation;
- Laboratory services, operating and maintenance personnel required during equipment checkout, start-up and operation;

- Collection and disposal offsite as applicable for spent water, including disposal of membrane rinse and flush waters.

section 3

warranty and support considerations

3.a Warranties

Warranties presented in this proposal are:

Warranty	Description ¹	Duration Yrs	Type
Membrane			
Workmanship	Workmanship and Defects	5	Full
Performance²	Membrane Throughput and Integrity	5	Full
Equipment			
Ancillary	Workmanship	1	Full
MBR System			
Process²	System Process Performance	1	--

Notes:

- See warranty statements and specifications for full description.
- Must have WaterExpert maintained.

3.b Warranty Management Tools

WaterExpert™ is included for the first year of operation. WaterExpert™ is a platform provided to help better maintain and operate the equipment and harness the power of cloud to provide real time **data insights into the equipment**. Included in the WaterExpert™ base plan are data trending charts, alerts, maintenance calendars, digital documentation of Ovivo's scope of supply, drawings, IOM manuals and generic videos of basic process, operation and maintenance your MBR equipment.

At Commissioning, Ovivo start-up personnel will provide onsite training of the system as well as the use of the WaterExpert™ digital operation tools.



These tools can be accessed from any smart phone, tablet or computer. A brief video demonstrating WaterExpert™ capabilities is available at the following youtube link:

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technical proposal appendix supplementary information

PIDs

Tie-Point Drawings

BioWin Summary

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Entering the Joint Powers Agreement for the Taos Regional Landfill

DATE: March 12, 2019

PRESENTED BY: John Avila, Village Administrator

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION:

The members of the Taos Regional Landfill have been working for several years on the framework for forming a JPA. Under the JPA a Board of Directors is formed by one representative of each of the participating Parties. The Governing Body of each Party to the JPA shall appoint a representative (Director) to the JPA Board.

The Board representative must be a member of the governing body or the Manager or Administrator. The Council may also appoint an Alternative Director to serve when the Representative Director is unable.

The JPA will be an enterprise fund and public entity self-funding from Landfill Revenues but the JPA will also be able to apply for public grant funding and issue revenue bonds.

STAFF RECOMMENDATION: Staff recommends approval to join the Taos Regional Landfill Joint Powers Agreement and to appoint Mayor Brownell as the Village of Taos Ski Valley Representative Director to the Board and Administrator Avila as the Alternative Director.

**AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE
TAOS REGIONAL LANDFILL**

This Joint Powers Agreement for the Taos Regional Landfill (hereinafter referred to as “JPA” or “the JPA”) is entered into pursuant to the Joint Powers Agreements Act, NMSA 1978 §§ 11-1-1 through 11-1-7 (hereinafter referred to as “the JPA Act”), by and between Taos County, a political subdivision of the State of New Mexico (hereinafter referred to as “the County”), the Town of Taos, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as “the Town”), the Village of Questa, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as “Questa”), the Town of Red River, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as “Red River”), the Village of Taos Ski Valley, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as “Taos Ski Valley”), and the Village of Eagle Nest, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as “Eagle Nest”)(collectively referred to herein as “the Parties”), effective as of the date of last signature of the Parties hereto and the date of approval of this JPA by the Department of Finance and Administration.

RECITALS

A. Pursuant to NMSA 1978, §§ 3-48-1 through 3-48-7, the Town has statutory authority to dispose of solid waste and to operate a solid waste facility;

B. Pursuant to NMSA 1978, §§ 4-56-1 through 4-56-3, the County has the statutory authority to dispose of solid waste and to operate a solid waste facility;