



Agenda Item Number: 11-7-13.6F

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission Meeting: November 7, 2013

Division / Elected Office: Planning & Zoning

Staff Contact: Michael Springfield, Director

Title of Item: Interim Loan Agreement, Amendment No. 1 Loan No. CWSRF 006

Action Requested: Motion to approve Interim Loan Agreement Amendment No. 1 for Loan No. CWSRF 006 between Sandoval County and the NM Environment Department for the Village of Cuba's Wastewater Project

Summary: Sandoval County has received funding from the NM Environment Department Construction Programs Bureau Clean Water State Revolving Fund on behalf of the Village of Cuba for a wastewater treatment project. The Amendment is to extend the expiration date to allow for the additional work (Phase 2) and addresses both the new expiration date and the project description.

Attachments: Amendment No. 1

FISCAL IMPACT

None

STAFF ANALYSIS SUMMARY

County Manager: Recommend Board of County Commission approval. PPR 10/31/2013

Initiating Elected Official / Division Director: Recommend Approval---MS10/29/13

Legal: Approved as to form. PFT 10/30/2013

Finance: No fiscal impact. CCH 10/30/13

**NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

INTERIM LOAN AGREEMENT, AMENDMENT No. 1

Loan No. CWSRF 006

THIS AMENDMENT TO THE INTERIM LOAN AGREEMENT, Loan No. CWSRF 006, hereinafter referred to as "Amendment No. 1", is made and entered into this _____ day of _____, **2013** by the New Mexico Environment Department ("NMED") and the **SANDOVAL COUNTY** ("Borrower"). Borrower has enacted Ordinance No. 11-17-11.7A dated November 17, 2011 hereinafter referred to as ("Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges the County's Payment In Lieu of Tax ("PILT") Funds for the repayment of this Agreement and Note.

WHEREAS, the original Interim Loan Agreement dated January 18, 2012 expires January 18, 2014;

WHEREAS, the County has determined that an extension of time is needed in order to complete the project;

WHEREAS, it has become necessary to make changes to the Interim Loan Agreement;

NOW THEREFORE, the parties do mutually agree as follows:

1. The Interim Loan Agreement dated January 18, 2012 is hereby amended. Any reference to the Interim Loan Agreement in other documents shall also refer to this Amendment No. 1.
2. All provisions of the Interim Loan Agreement dated January 18, 2012 not amended by this Amendment No. 1 shall remain in effect. If a term of this Amendment No. 1 conflicts with a term of the Interim Loan Agreement dated January 18, 2012, the term in this Amendment No. 1 controls.
3. In SECTION II – PROJECT DESCRIPTION of the Interim Loan Agreement dated January 18, 2012 delete the paragraph which reads:

Described in Ordinance No. 11-17-11.7A and as further described in the Preliminary Engineering Report ("PER") dated May, 2006.

In place of the deleted sentence insert:

Described in Ordinance No. 11-17-11.7A, the Preliminary Engineering Report (“PER”) dated May, 2006 and as further described in the NMED Project Description Form Amendment No. 1 dated January 30, 2012 attached hereto as Attachment D.

3. In SECTION III - LOAN AMOUNT of the Interim Loan Agreement dated January 18, 2012 delete the third paragraph, which reads:

Provided the Borrower complies with the Construction Conditions and the Loan Subsidy Grant Requirements below, the loan and grant subsidy amount will be available for a period of Two (2) years from the date of this Agreement.

In place of the deleted sentence insert:

Provided the Borrower complies with the Construction Conditions and the Loan Subsidy Grant Requirements below, the loan and grant subsidy amount will be available until July 18, 2015.

4. In SECTION V – CONSTRUCTION CONDITIONS of the Interim Loan Agreement dated January 18, 2012 delete Subsection A. first paragraph, which reads:

- A. Upon execution of this Agreement, the Borrower shall adhere to the schedule below to expeditiously initiate and achieve Project Completion within 24 months. The Borrower shall:

Complete Construction Two (2) years from the date of this agreement.

In place of the deleted sentence insert:

- A. Upon execution of this Agreement, the Borrower shall adhere to the schedule below to expeditiously initiate and achieve Project Completion by July 18, 2015. The Borrower shall:

Complete the planning, design and construction of the solids handling facility and effluent reuse for Phase 2 for the Village of Cuba by July 18, 2015.

THE PARTIES FURTHER AGREE that this Amendment No. 1 becomes effective upon execution by an authorized NMED Loan Official.

IN WITNESS WHEREOF, the Borrower and NMED hereby execute this Amendment No. 1.

Loan issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____
Signature of duly authorized Loan Official

TITLE: _____ DATE: _____

By executing this Amendment No. 1, the undersigned represents that he/she is duly authorized to act on behalf of the Borrower.

BY: _____
Signature of duly authorized Borrower Official
Sandoval County

TITLE: _____ DATE: _____

Attest: (Seal)

Signature of Witness

Title

DATE: _____

Approved as to form: (optional)

Borrower's Attorney

DATE: _____

Amendment
No. <u>1</u>
Date <u>1/30/12</u>

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING FUND (CWSRF)

PROJECT DESCRIPTION

NAME OF BORROWER: Sandoval County

PROJECT NO: #CWSRF 006

LOAN AMOUNT: \$360,000 Loan/\$1,220,000 Grant

The BORROWER agrees to accomplish the project as described below:

The proposed project will replace the 35 year old wastewater treatment facility operated by the Village of Cuba that discharges into the Rio Puerco. The proposed facility will be an extended aeration wastewater treatment facility to be constructed at the existing Village WWTF site. The new facility will produce effluent which will meet the discharge requirements of National Pollutant Discharge Elimination System (NPDES Number: NM0024848). On July 28, 2010, the USEPA issued a new NPDES permit to the Village of Cuba, which includes new more stringent effluent quality limitations, based on a finding that the receiving water, the Rio Puerco, is polluted and the remedy to that problem is more stringent effluent limitations as described in an USEPA approved Total Maximum Daily Load (TMDL) document.

The new plant will consist of two phases of construction. Phase 1 is the construction of a new extended aeration plant, headwork, UV disinfection, blower building, and site drainage berms. Phase 2 will address the solids handling and effluent reuse.

Construction of Phase 1 and Phase 2 is being funded with \$954,291 New Mexico Legislative Grants and \$1,580,000 CWSRF grant and loan funding.

Phase 2 is for the planning, design and construction of the solids handling facility and effluent reuse.

X Phillip Puri

Signatory Authority

X [Signature]

NMED Project Manager Approval