



# **Doña Ana Mutual Domestic Water Consumers Association**

## **POLICIES AND PROCEDURES**

**Effective December 1, 2017**

# DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

**Approval Date:** November 2, 2017

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**Resolution No:** 2017 – 11

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## **BILLING AND SERVICE POLICIES**

### **BILL ADJUSTMENTS**

Adjustment of a utility bill must be requested by the user by contacting Doña Ana MDWCA Customer Service to initiate the evaluation and processing of a bill adjustment. Adjustments involving documented extenuating circumstances, exceeding the standard twelve (12) month period for retroactive billing or refund adjustments are defined as non-standard adjustments, and may be considered and applied at the discretion of the Executive Director. Adjustments to utility billing will be considered and/or assessed for the following conditions:

#### **METERED SERVICE ERROR**

Where a user has been overcharged or undercharged for metered service due to a reading or billing error, the period to be retroactively billed or refunded shall not exceed three (3) months.

Where the user believes that the water meter is not functioning properly, the user may request a meter test be conducted **only** after a data log has been performed on the meter. Should the meter test show the meter to be accurate, a service charge will be applied as provided in Doña Ana MDWCA User Service Fees and Charges schedule.

*It is the user's responsibility to maintain their lines and to remediate any leaks that occur on the user's side of the outlet of the meter.*

#### **WASTEWATER ADJUSTMENTS**

Wastewater discharge billing volume for residential service is updated yearly using the Winter Quarter Average (WQA) calculation based on potable water consumption measured in the billing months of December, January, and February, and becomes effective on the April 1<sup>st</sup> bill.

In the event a potable water leak affects the WQA calculation, the user must notify Customer Service within (3) months of the affected wastewater billing. A request for a billing adjustment beyond the notification deadline will not be processed. The adjustment will be applied to the applicable billing months that were initially billed based on the affected WQA calculation.

In the event a user's meter is found not to register, or to register more than three percent (3%) slow, Doña Ana MDWCA will bill the user for the undercharge based on an average billing, if this estimated undercharge amount exceeds \$100.00. The bill will be computed based on an estimate of the user's consumption during the prior month in the same season or on the consumption in the same period of prior years that were not affected by the meter failure.

#### **UNMETERED/UNBILLED SERVICE ERROR**

Where a user has not been billed, undercharged, or overcharged for applicable utility service (water and wastewater), the period to be retroactively billed or refunded shall not exceed three (3) months when

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metered data is available. Where metered data is not available, estimated consumption based on similar type utility service will be the basis of estimating volumetric amounts.

## **THEFT OF SERVICE**

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. illegal water or wastewater connection) has occurred, Doña Ana MDWCA will retroactively bill, and collect any underpayment or nonpayment of charges. The applicable period to assess charges shall commence from the date it can be reasonably established the theft began to the date in which the underpayment or non-payment was discovered and initially established. All underpayments or non-payments shall become immediately due. Users committing theft of utility service will be subject to legal action.

## **METER TAMPERING, DAMAGE AND/OR THEFT OF METERING OR MONITORING EQUIPMENT**

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that Doña Ana MDWCA metering or monitoring devices have been tampered with, damaged or stolen. Doña Ana MDWCA shall immediately disconnect the water meter and assess the user \$300.00 per meter for tampering, damaging and/or theft of equipment. The tampering, damage and or theft assessment shall be paid in full and any delinquent balance paid before service is reactivated or reconnected.

Meter tampering, damage and/or theft of metering or monitoring equipment is defined as, but not limited to:

- meter lock broken
- curb stop damaged or broken
- register damaged or disconnected
- meter lock removed
- meter broken
- meter stolen
- unauthorized connection inserted or connected to the system
- damage and/or theft of automated meter reading (AMR) device, or cutting or disconnecting AMR cable from meter

## **LEAK ADJUSTMENT POLICY (Effective February 1, 2018)**

The Association's leak adjustment program provides for payment of water bills up to \$1,000 during a covered period resulting from a leak. Each user will be automatically billed a monthly fee for each meter covered under this program policy, but each user has the **option to opt out**. The program will cover only the 'cost of water' associated with a leak, once a year, for up to \$1,000 (normal/average usage remains the obligation of the user). For leaks resulting in water bills over \$1,000, Doña Ana MDWCA will allow payment arrangements for the amount exceeding \$1,000. Those who choose to not participate in the program will be eligible for payment arrangements. Upon discovering and correcting a leak, a participating user must call the Doña Ana MDWCA ServLine phone number, report the leak, and tell them the amount of the bill. Doña Ana MDWCA will calculate the average/normal bill for the identified period of the leak – up to three months - and discount the water bill up to \$1,000 above the value of the average or normal monthly bill (for that user). Evidence of repair must be provided to Doña Ana MDWCA. This payment coverage is available on a rolling 12-month basis – for example, a leak is reported on June 2nd, an

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adjustment will be provided, and the user is not eligible for another leak adjustment until June 2nd of the following year.

*This program is only available to users with a meter up to 2 inches. All meters over 2 inches are eligible for payment arrangements but not adjustment.*

## **PAYMENT ARRANGEMENTS**

Occasionally, a water leak that is undiscovered by the customer/user results in unusually high-water use and an unusually high-water bill from the Association. The Association understands that this situation makes it difficult for a regular customer and user of the Association to pay the entire bill in one month. Below are the approved payment arrangements that staff can follow when dealing with this type of situation. Association staff must determine that the water leak is not the responsibility of the Association because it did not occur as a result of the failure of Association equipment or the actions of Association employees. Association staff will determine that the user is unable to pay the bill in a single month. If the undiscovered leak occurs over multiple billing cycles, then those bills will be combined to determine the total bill.

<b>Total Bill</b>	<b>Monthly Payment Plan</b>
Up to \$500.....	3 Equal Payments
\$501 - \$1,000 .....	6 Equal Payments
\$1,001 - \$1,500 .....	9 Equal Payments
\$1,501 and up.....	12 Equal Payments

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<b>BILLING AND SERVICE POLICIES</b>
<b>USER SERVICE FEES AND CHARGES</b>

## USER SERVICE FEES

### **Applicability:**

- New Service Activation: User request for utility service(s) to establish, process and activate new utility account.
- Service Deactivation: User request provided in writing to deactivate utility service account.
- Account Record Name Change: Account name change on an existing utility service account requested by the user in writing due to and with proof of marriage, death of spouse, or divorce.
- Delinquent Account Service Deactivation: Deactivation (shut off) of utility services due to non-payment of service.
- Delinquent Account Service Activation: Activation of a utility service account that has been shut off due to non-payment of service. Utility service will not be reactivated until all balances in arrears have been paid in full or other financial arrangements have been agreed to by Doña Ana MDWCA Executive Director and the user. Only when a delinquent user has made financial arrangements for their account will service be scheduled for activation.
- Field Service Activation: The dispatch of field service technicians to physically activate or deactivate utility services. Field service activation is fulfilled by service orders submitted at least one business day in advance. Service orders submitted will normally be scheduled for completion the following business day, Monday through Friday, during regular business hours, 8:00 a.m. to 5:00 p.m., excluding holidays. However, from time to time, seasonal demand for service activations and other field service work may extend the following business day service order activation timeline by two (2) to three (3) days.

Utility service accounts will be charged applicable fees and taxes for the following services, plus the monthly access charge for all months elapsed during the period of temporary deactivation, if any:

### New Service Application

Utility Service Application Processing Fee, per request .....\$25.00

### Account Record Name Change

Record Name Change request will be processed as a courtesy at no charge to the user.

### New Account or Account Service Activation

Field Service Processing Fee for each transaction requiring the dispatch of Field Service per transaction .....\$35.00

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## Delinquent Account Reactivation

Reactivation Processing Fee for each separate transaction requiring dispatch of Field Service personnel to activate an account after deactivating an account for non-payment, per transaction.....\$35.00  
Service Orders submitted for processing the above listed services requiring the dispatch of field service personnel are normally scheduled for following day completion during regular business hours Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, and subject to seasonal demands as identified above.

## Same Day Field Activation Service

An additional applicable fee will be charged for same day service activation of service as requested by the user that dispatches or re-dispatches field service technicians under one of the following circumstances:

- Premium Field Service Activation charge requested for same day completion within regular business hours, Monday through Friday, (except holidays), per request.....\$60.00

## **MISCELLANEOUS FEES**

If applicable, the following fees will be charged in addition to the User Service Fees listed above:

Late Payment Penalty Fee ..... 10% per month  
Accounts in arrears will be assessed a late payment penalty fee before credits are applied.

Non-Payment Fee.....\$35.00  
A nonpayment fee plus applicable taxes will be charged per delinquent account if not brought current by the 21st of the following month. If service is deactivated (shutoff) for non-payment, a Field Service Processing Fee will be charged to activate service.

Bank Returned Items Fee.....\$35.00  
Any payment returned for insufficient or uncollectible funds will be subject to a Bank Returned Items Fee. Payment of the insufficient or uncollectible funds and the Bank Returned Items Fee may be made with cash, cashier's check(s), credit/debit card(s), or money order(s). Utility account may be subject to deactivation (shutoff) due to delinquency. Upon the occurrence of two bank returned items within one twelve (12) month period, payment will be required in the form of cash, cashier's check(s) or money order(s).

Stop Payment Fee .....\$35.00  
Checks returned due to a stop payment request will be subject to a Stop Payment Fee. Payment of the check and the Stop Payment Fee must be made with cash, cashier's check(s), or money order(s). Utility accounts may be subject to deactivation (shutoff) due to delinquency.

Data Logging Fee .....\$50.00  
A data logging fee plus all applicable taxes will be charged when a user requests a data log of their water meter, which will document the hourly water usage for the past 90 days.

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Meter Testing Fee .....\$50.00

A meter testing fee per meter plus applicable taxes will be charged for user requested meter tests. There is no charge if the meter is tested and found to be outside metering accuracy standards. Doña Ana MDWCA bases its meter accuracy testing on a third-party test results.

Lien Processing Fee .....\$50.00

Accounts in arrears for \$500.00 or more will have a lien placed upon their property and will be assessed a Lien Processing Fee. This includes balances for Utility Service and Developmental Impact Fees.

Pulled Meter Fee .....\$150.00

Accounts that have been locked for 50 days or more will have all services removed from the property and a lien will be filed against the property for any outstanding balance.



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## **BILLING AND SERVICE POLICIES**

### **DEPOSITS, REFUNDS, AND COLLECTIONS**

#### **DEPOSITS**

Requests for new utility service connections with Doña Ana MDWCA will be verified to ensure that the prospective new user does not have an unpaid Doña Ana MDWCA utility account balance from another address. Additionally, if a prospective new user was the beneficiary of Doña Ana MDWCA service at the new address or at another address, and there is a delinquent balance on the utility account at either address, the new utility service will not be established until any outstanding balances have been paid in full.

A security deposit of \$100.00 will be required for all residential accounts and \$250.00 will be required for all commercial accounts not in the name of the property owner.

Doña Ana MDWCA reserves the right to refuse any visibly altered document submitted by a user for the purpose of initiating or activating utility service and/or establishing deposit requirement.

#### **WRITE OFF OF UNCOLLECTIBLE ACCOUNTS**

Doña Ana MDWCA staff will use all reasonable efforts to collect delinquent accounts including, but not limited to, filing a lien. Delinquent Doña Ana MDWCA accounts that have been uncollectable for a period of more than six (6) years may be deemed uncollectable by the Executive Director, and may remove the uncollectable utility accounts from the list of accounts receivable.

#### **INACTIVE ACCOUNTS WITH CREDIT BALANCES**

Inactive accounts with credit balances may be presumed abandoned in compliance with NMSA 1978 Section 7-8A-2(A) (13) and as amended if unclaimed by the apparent owner the account deposit or refund becomes payable, and may be disposed of in compliance with the New Mexico Uniform Unclaimed Property Act (1995) and as amended.

#### **DELINQUENT ACCOUNT COLLECTION AND PROCESSING**

When a user fails to pay their delinquent account balance, the user will be mailed a notice 30 days after the meter is locked notifying them of the potential removal of their services should the account not be brought current. The second notice will be mailed 45 days after the meter has been locked.

Even if a Third-Party contractor or bill paying agent fails to pay a delinquent utility account balance on behalf of a user, the user will be charged a nonpayment fee fifty (50) days after the initial bill.

The total amount shown as “Past Due” on the bill must be paid before 3:00 PM on the 20th of the month. Actual shutoff of utility services will be subject to availability of field service technicians to be performed the next business day following the 20th.

If ownership or stewardship of a property with an unpaid account transfers either to a realty company (temporary), or to a financial institution (as in repossession or foreclosure), services will not be restored in the name of a final purchaser of the property until all fees, penalties and assessments owed are paid in

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full. If the service has been locked for non-payment and remains off, or the meter has been removed, services will be restored to allow for preparation and sale of the property at the request of the realtor on behalf of the financial institution. Such service requires a \$250.00 deposit and a signed agreement by the realtor or financial institution that all fees, penalties and assessments owed shall be paid at closing or at the time of property transfer, in order for service to commence or continue in the name of the final purchaser of the property.

## **DELINQUENT ACCOUNT SETTLEMENT**

Payment Plan: In the event a user is unable to pay the delinquent balance in full, a Payment Plan may be initiated to settle a delinquent balance. The user will be required to meet with a Customer Service Representative for an account review. A Payment Plan will be developed under the following conditions and must be approved by the Executive Director:

1. A Payment Plan will be initiated one (1) time in a twenty-four (24) month period.
2. The user must pay 50% of the delinquent amount due plus all applicable fees before executing a Payment Plan. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.
3. The balance of the delinquent amount may be amortized over a three (3) month installment period, and the installments will be due on the agreed upon dates stated in the Payment Plan agreement. Payment Plan terms and conditions may not be modified.
4. The user must pay and be current on their regular monthly billing and the Payment Plan installment.
5. Payment Plans will not be extended to chronically delinquent user accounts (i.e. accounts that have previously had utility services shut off for non-payment two (2) times in a twelve (12) month period).
6. If a user fails to comply with the Payment Plan agreement or pay their regular monthly bill, service(s) will be shut off without further notice on the next business day following the Payment Plan due date.

## **Delinquent Account Service Shutoff and Activation**

If a user does not pay delinquent charges or make payment arrangements prior to the 21st of the month, the user's account will be charged a Nonpayment Fee. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.

For delinquent accounts that have been shut off, activation of services will require the user to pay the entire delinquent balance, Nonpayment fee, Late Payment Penalty Fee, and Field Service Processing fees before a service order for next day or same day activation of services is submitted. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.

## **Final Billing of Delinquent Accounts**

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If the user has not paid all delinquent balances approximately fifty days (50) days after the deactivation (shutoff) of utility services is performed by Field Services personnel, Doña Ana MDWCA will process a Final Bill for the account and will remove all services from the property.

Former Doña Ana MDWCA users with outstanding balances on delinquent or inactive accounts will not be eligible for service at a new address until all outstanding balances are paid in full. ***All outstanding balances must be paid in full before services will be activated.***

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## **BILLING AND SERVICE POLICIES**

### **APPLICATION, BILLING, AND PAYMENT FOR SERVICE**

#### **APPLICATION FOR UTILITY SERVICE**

A user shall be required to complete and sign a Utility Service Application in person, by mail or by acceptable electronic means of transaction (e-mail) with government issued photo identification (or photocopy), and provide a Social Security Number or another unique identifying number acceptable to staff in order for Doña Ana MDWCA to activate utility service. The user is required to prove ownership of the service address property such as a deed or authorization for use of the service address property such as a lease. All individuals listed on the ownership or lease documents shall be accountable for the payment of the utility service(s) and for fees and charges provided for service whether or not they are the user of record.

#### **Terms of Service**

- Doña Ana MDWCA will provide utility services only to those properties whose owners are members in accordance with Article IV of the Bylaws of the Doña Ana MDWCA.
- Doña Ana MDWCA may decline, fail, or cease to furnish utility service at the service address being applied for to any person or household member in the same premises who may be in debt to the Association for any reason. A user's failure to establish identity or the inability to verify payment of past due amounts may result in denial of utility service.
- In the event a user is discovered to be receiving utility service and has no Utility Service Application on record, the user shall be notified and required to immediately complete and sign an application for service and will be subject to any unbilled account processing and service activation fees as well as any unbilled utility service charges pursuant to the applicable utility service schedules and Doña Ana MDWCA Billing and Service Policies as if an application had been completed and signed.
- An application for utility service will be verified to ensure that the prospective user does not have an unpaid utility account balance from another address or addressees within the Doña Ana MDWCA service area. An application for utility service will not be processed for activation until all unpaid account balance(s) are paid in full. Furthermore, in the event that an unpaid utility account balance(s) is discovered in the name of the applicant after utility service has been activated, the unpaid balance(s) will be transferred to the active service account and will be due and payable upon notice.
- The user agrees to pay Doña Ana MDWCA for any damage(s) to or loss of any meter caused by the user's negligence or the negligence of their agents, employees, any member of their household, or any person on the premises. The user shall be liable for such payment whether or not the user is the owner of the service address property. The Association may discontinue utility service or deny new service to the service address until such payment is made.
- Association personnel shall have access to the user's premises for the purpose of reading meters, installing, or removing the Association's equipment and property, activating and deactivating utility service and other purposes incidental to providing utility service by the Association. In the event Doña

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Ana MDWCA personnel or authorized agents are denied access to Association equipment and/or meters for two successive months due to locked gates, obstructive vehicles, equipment, vegetation, hostile pets, and/or other impediments, Doña Ana MDWCA will notify the user by registered mail that meter(s) access has not been possible for the prior two months. If the user does not acknowledge receipt of the registered mail within a two-week period, and indicate an intention to provide access, then a notice of relocation of meter(s) will be sent and/or delivered to the user's service address. Such acknowledgment by the user shall be in writing or by calling Doña Ana MDWCA Customer Service. In approximately three to five business days Doña Ana MDWCA personnel will relocate the equipment and/or meter(s). The user will be required to connect the user owned service lines to the relocated utility service point at their own expense in order to re-initiate utility service. The user will also be responsible for all expenses incurred by the Association related to the relocation of the meter.

- Doña Ana MDWCA authorized agents shall have full and unobstructed access to Doña Ana MDWCA meters and service lines for inspection purposes, meter readings, activations and service shut offs, repairs, and any other reasonable purpose. The user authorizes such agents to enter the premises to conduct official Doña Ana MDWCA business. The user also agrees that no construction will be performed over service lines or meters without prior approval from Doña Ana MDWCA.
- Users shall not use utility service unless from metered water, and/or sewer connection without an account activated by an approved Utility Service Application. If it is determined that a user has obtained unmetered and/or unbilled utility service(s), Doña Ana MDWCA will retroactively bill for these services pursuant to Doña Ana MDWCA Bill Adjustments schedule.
- Application for utility service is fulfilled with activation of all applicable services, pursuant to Billing and Service regulation, Sheet No. RUS-1 "Requirement to Provide Utility Service". Partial, selected activation or suspension of utility services is prohibited. If the user or the user's agent is not at the residence at the scheduled appointment time for activation of services, then the following will occur: water service will be closed and unlocked, at the meter.
- Doña Ana MDWCA shall not be liable for damages caused by interruptions or fluctuations in services caused by acts of God or the public enemy, strikes, riots, diminution, or failure of supply of water or other unavoidable contingencies.
- Doña Ana MDWCA is not responsible for any damage or loss which may arise from any water leak on the user's side of the metered service.
- Immediate notice must be given to Doña Ana MDWCA if any leaking water is discovered.
- The user must communicate their request to discontinue service(s) with Doña Ana MDWCA Customer Service, either in person at 5535 Ledesma Drive, in writing (mailing address Doña Ana MDWCA, P.O. Box 866, Doña Ana, NM 88032), or by e-mail ([customerservice@dawater.org](mailto:customerservice@dawater.org)). Requests must include user's name, service account number and contact information and date to discontinue service. The user is responsible for utility service provided until such request to discontinue is received and finalized. Actual deactivation of service will be completed within two to three business days from the receipt of the request to discontinue service(s).

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- The user is responsible for notifying the Association of any change in account status. The user must notify the Association when moving in or out, or when a property changes ownership. In the last instance, either the seller or buyer of the property can provide notice. If the Association is not notified of changes, any invoices presented after the date of change (move in or out, or sale of property) are due from the account holder of record. Other arrangements, if any, are between the landlord/tenant or seller/buyer.

## **BILLING FOR UTILITY SERVICE**

Doña Ana MDWCA will bill on a cyclical billing basis based on a billing period of approximately thirty (30) days “or a standard billing month”. The Association will administer all applicable fees, penalty fees, nonpayment fees and procedures in compliance with Doña Ana MDWCA Billing and Service Policies. Meters will be read as nearly as possible at regular intervals on a monthly basis.

In the event that meters cannot be read due to inaccessibility, register failures, damage, tampering, bypassing, or other causes, the metered values will be estimated based on the following:

Previous consumption by metered service to the premises;

- Average consumption for the corresponding billing periods during which the meter(s) are known to have registered correctly;
- Consumption as registered by a secondary meter if installed, or
- Estimation based on the nature of use, volume or business, seasonal consumption, and/or any other factors that may assist in determining consumption.

## **Proration of Bills**

Utility service rate schedules are calculated on a monthly basis and on an approximate 30-day consumption period. Whenever an activation or termination of service date differs from the standard 30-day meter read interval, monthly charges will be prorated and applied only to the non-volumetric, fixed charges stated in utility service rate schedules.

## **BILL DUE DATE AND PAYMENT OF BILLS**

Bills are due and payable in full on the twenty-fifth (25th) of the month or the next business day should the 25th fall on a weekend or a holiday and will be considered past due beginning at 3:01 PM on the due date stated on the bill. **All** payments must be received by the due date and paid by 3:00 PM to be recorded as paid on time.

## **PAST DUE AND DELINQUENT ACCOUNT PROCESS**

Payments not received by 3:00 PM on the due date stated on the bill will be deemed past due and will be noted on the next bill as “Past Due” and assessed a Late Payment Penalty Fee of 10% of the outstanding balance.

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The process outlining each pertinent phase of user billing, payment due date, application of late payment penalty fees, past due notification, delinquent classification, shutoff of service notification and eventual shutoff of service is presented in the sample timeline below:

- A user's monthly bill (the initial bill) is mailed or electronically sent for payment on the 1st of each month, and
- Roughly **25 days** later, the user's bill is due by the payment due date printed on the bill.
- If payment is not received by 3:00 PM on the due date, then
- Any past due amount over will be assessed the Late Payment Penalty Fee equal to 10% of the outstanding balance.
- If the initial bill remains unpaid;
- Roughly **30 days** after the initial bill, the user will receive the next (the second) bill for utility service with the bill stating it is "**Past Due**". The unpaid balance for utility service from the initial bill, and the Late Payment Penalty Fee, will be due by 3:00 PM on the 20th of the month, unless it falls on a weekend or holiday in which case it will be the next business day. If the account balance remains unpaid, then;
- **At 3:01 PM 50 days** after the initial bill the account will be assessed a non-payment fee of \$35.00 plus applicable tax, then
- The following business day (**51 days after the initial bill**) the account will be shut off by Field Services personnel within that business day.
- 30 days after the account was shutoff (**81 days after the initial bill**) the account will receive the first notification regarding the outstanding amount,
- 45 days after the account was shutoff (**96 days after the initial bill**) the account will receive the second notification regarding the outstanding amount,
- 106 days after the initial bill the account will be closed, and all services will be removed from the property, and the account will be issued a Pulled Meter Fee and a lien will be filed against the property.

## **RETURN CHECK, CREDIT CARD, OR DRAFT**

Doña Ana MDWCA will assess a return item charge for a check, draft, or credit card payment that is returned from the bank for any reason pursuant to Doña Ana MDWCA Billing and Service Policies as stated in the User Service Fees and Charges schedule.

## **LATE PAYMENT PENALTY FEE**

Doña Ana MDWCA will assess a late payment penalty fee for nonpayment after 3:00 PM on the stated due date on the user's bill. The late payment penalty fee percentage factor will be applied to past due balances pursuant to Doña Ana MDWCA Billing and Service Policies as stated in the User Service Fees and Charges schedule.

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## BILLING AND SERVICE POLICIES

### BACKFLOW PREVENTION AND CONTROL

Doña Ana Mutual as owner and operator of a regulated water supply system has responsibility under the Federal Safe Drinking Water Act and amendments to provide drinking water which is free from contaminants in excess of maximum contaminant levels as specified by state and federal regulations. The drinking water regulations adopted by the New Mexico Environment Department and amendments prohibit physical connections between a water supply system and any unregulated water source that is not protected from backflow.

This policy prohibits and controls connections to the water supply system owned and operated by Doña Ana MDWCA through which a backward flow of gases, liquids, or solids could occur and contaminate the public water supply system.

This policy establishes a new program for backflow prevention and control which will systematically and effectively protect the public water supply system. Practical information, measures, and specifications shall be contained in the Backflow Prevention and Control Manual (Manual), which is available from Doña Ana MDWCA Customer Service Department.

This policy applies to all commercial and industrial water supply connections. Compliance with this policy is a precondition to receiving water service from Doña Ana MDWCA.

### RESPONSIBILITY

It is the general duty of both water provider and water user to prevent and control contamination of the water supply system. Prevention and control of backflow to the public water supply system and within the user's premises requires cooperation between Doña Ana MDWCA and the user. Doña Ana MDWCA responsibility extends from the source of water through its treatment and delivery to its meter at the user's service connection. The user's responsibility extends from the service connection to within and from his/her premises.

1. Doña Ana MDWCA is responsible for protecting the public water supply system from contamination caused by backflow. To this end, the Executive Director and designated agents shall develop, implement, and direct a systematic and effective program. All practical information, measures, and specifications of the program shall be published in the Manual, which will be updated periodically under his/her authority.

2. Doña Ana MDWCA is responsible for implementing the Backflow Prevention and Control Program. Responsibilities may include, but are not limited to, survey of system users, user notification, approval of installation design plans where appropriate, preliminary and detailed premise inspections, premises re-inspection, preparation of inspection reports, noncompliance evaluation, water shut-off notifications, maintain backflow prevention assembly records, and maintain lists of approved backflow prevention assemblies and certified testers.

3. The **User** shall be responsible for preventing contaminants from entering the public water supply system from user's water system. Users shall provide backflow prevention assembly(s) or air-gap(s) as required by plumbing codes, Ordinance, Manual, and comply with laws, rules, and Policies



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pertaining to backflow prevention. This responsibility starts at the point of delivery from the public water supply system (the user's service connection) and includes any and all water piping within or extending from the premises. The user, at his or her own expense and in accordance with this Ordinance and Manual, shall install, operate, have tested, and maintain approved backflow prevention device(s). Accurate records of inspections, tests, repairs, and replacements of backflow prevention devices(s) or air-gap(s) shall be maintained by the user for a period of at least three years.

## **REQUIREMENTS**

1. Backflow prevention must be provided where a potential of contamination of the public water supply system could occur as determined by the Executive Director or his/her staff, the Manual, or plumbing code. Protection may be achieved through isolation or containment by using an approved backflow prevention device of appropriate type and size, or by an appropriate air gap as approved by the Executive Director or his/her staff.

2. Determination of the requirements for a backflow prevention device(s) shall be as specified by the Executive Director or his/her staff or the Manual. Notifications requiring users to install and maintain a backflow prevention device(s) shall be issued by the Executive Director or his/her staff based on the findings of their inspection(s) and requirements of the Manual.

3. The following premises present sufficient or potential threat for backflow contamination to require mandatory backflow prevention and control by containment as specified by the Executive Director or his/her staff: hospitals and clinics, nursing and convalescent homes, dental offices, laboratories, mortuaries and cemeteries, sewage and storm water pumping and treatment plants, radiator shops, car and truck washes, convenience stores, gas stations, commercial laundries, photographic film processing facilities, metal plating industries, veterinary and animal grooming clinics, taxidermists, food and beverage processing plants, premises where inspections are restricted, ready-mix concrete, sand and gravel plants, schools and colleges with laboratories, water services dedicated for landscape irrigation systems and fire protection systems, greenhouses, premises with auxiliary water supplies, water tank trucks or water tanks filled from fire hydrants and buildings with a height greater than thirty feet. The type and size of backflow prevention device required for containment shall be determined by the Executive Director or his/her staff based on inspections, the situation, and conditions at the premises.

## **FIRE PROTECTION SYSTEMS**

New construction involving fire sprinkler systems require the installation of an approved Reduced Pressure Principle Detector Assembly (RPPDA) device. Existing fire sprinkler system will be approved if a UL (Underwriters Laboratories) listed alarm check is properly installed and maintained.

## **INSPECTION/ TERMINATION OF SERVICE**

1. The Executive Director or his/her designated agent is authorized to conduct inspections or surveys of premises, or portions thereof, to determine compliance with the provisions of this Ordinance and the Program.

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2. Entry to premises to perform an inspection may occur at any reasonable time with reasonable notice. The Executive Director or his/her designated agent shall present proper identification when requesting entry.

3. In order to protect the public water supply system from probable contamination, the Executive Director or his/her designated agent is authorized to terminate water service to the premises.

## **APPROVED BACKFLOW PREVENTION DEVICES**

1. Backflow prevention devices required by this policy and the Program shall be a model and size approved by the Executive Director. Approved backflow prevention devices must conform to manufacturing specifications and laboratory, and field performance standards established by the **University of Southern California Foundation for Cross Connection Control and Hydraulic Research: List of Approved Backflow Prevention Assemblies.**

2. The Executive Director and his/her staff shall keep a current list of approved backflow prevention devices. The list shall be available at the Customer Service Department.

3. Existing backflow prevention assembly(s) shall be accepted for continued use unless a higher degree of protection is required, as may be the case when there is a change in occupancy or water use. Although no longer on the current list of approved devices, continued use of existing backflow prevention devices will be allowed if the device can be properly tested and maintained (e.g. repair parts available from the manufacturer).

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## **BILLING AND SERVICE POLICIES**

### **INTERCEPTOR AND GREASE TRAP**

The purpose of the Interceptor Policy is to protect the Publicly Owned Treatment Works (POTW) from blockages or other interferences which obstruct or reduce the designed flow of wastewater in the collection system (sanitary sewer) from the user to the wastewater treatment facility. Resultant sewer system overflows pose a threat to public health and safety. Further, odors from improperly maintained interceptors or grease traps may be objectionable and pose a public nuisance.

#### **Applicability and Prohibitions**

- A. This policy shall apply to all non-domestic users of the POTW.
- B. Grease traps or interceptors shall not be required for residential users.
- C. Facilities generating fats, oils, or greases shall install, use, and properly maintain appropriate Interceptors when needed to prevent discharge in excessive amounts. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption. Interceptor requirements also apply to facilities whose liquid waste discharge contains, or may contain, motor oil, sand, metal fragments, and other pollutants that originate from activities such as manufacturing, vehicle or equipment repair, maintenance, or washing.
- D. No user may intentionally or unintentionally allow the direct or indirect discharge of any sand, petroleum oil, non-biodegradable cutting oil, or any fats, oils, or greases of animal, plant, or petroleum origin into the POTW system in such amounts as to cause interference with the sanitary sewer collection and treatment system, or to cause pollutants to pass through the treatment works into the environment.

#### **Installation and Maintenance Requirements**

##### **A. Installations**

- 1. Existing Facilities. Existing grease traps and interceptors must be operated and maintained in accordance to a cleaning interval established by Doña Ana MDWCA. Inspections of interceptors will be conducted periodically to determine that the User is compliant with this ordinance, and that the internal plumbing of the interceptor is present and in good condition.
- 2. New Facilities. Generators which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain an interceptor in accordance with locally adopted plumbing codes, UPC, and other applicable policies. Interceptors must be installed and inspected prior to issuance of the water meter. It is only after completion of construction and issuance of the certificate of occupancy that PPO becomes responsible for implementation of this ordinance.
- 3. The Doña Ana MDWCA staff does not specify use or sizing, approve plans, or inspect installation

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of grease traps for new construction or renovations. Existing grease traps may continue to be utilized only if it is determined by Doña Ana MDWCA that the device is in compliance with requirements of this policy.

4. All grease trap or interceptor waste shall be properly disposed at a facility in accordance with federal, state, and local regulations.

## B. Cleaning and Maintenance

1. Grease traps and interceptors shall be maintained in an efficient operating condition at all times.

2. Each interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period.

3. Grease traps and interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap or interceptor, and to ensure no visible grease is observed in the discharge to the sanitary sewer.

4. Grease traps and interceptors shall be completely evacuated a minimum of every ninety (90) days, or more frequently as determined by Doña Ana MDWCA, and when:

- (a) Twenty-five (25) percent or more of the wetted height of the grease trap or interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- (b) Sulfide levels in the trap/interceptor are excessively sufficient to cause odor complaints and visible deterioration to the trap/interceptor internal metal or concrete material is evident.
- (c) The liquid contents are at pH 5.5 standard units or less.
- (d) Video surveillance in the collection system of the POTW determines that excessive grease has accumulated at the user's service line connection or in access downstream from the user's point of discharge.

5. Any person who owns or operates a grease trap or interceptor may submit to Doña Ana MDWCA a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap or interceptor. Doña Ana MDWCA may grant an extension for required cleaning frequency on a case-by-case basis when:

- (a) The generator has demonstrated the specific trap or interceptor will produce an effluent, based on defensible consistent compliance of Item (4) parameters listed above;
- (b) In any event, a grease trap or interceptor shall be fully evacuated, cleaned, and inspected at least once every 120 days.

6. In the event of a spill, splash, spray or leak or other unauthorized or accidental discharge of waste during the collection, transport or disposal, the user or transporter shall take immediate action to contain and clean the discharged or spilled grease in order to protect human health, and the environment.

## C. Self-Cleaning

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Cleaning of grease traps or interceptors by the user is prohibited.

## D. Manifest Requirements

1. Each pump-out of a grease trap or interceptor must be accompanied by a manifest to verify the maintenance and disposal for record keeping purposes.

2. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and disposal. Such records shall be in the form of a manifest. The generator must maintain a file of manifests on site to be available on request during an inspection by Doña Ana MDWCA. The manifest shall include:

- (a) Name, address, telephone, and license/registration number of transporter;
- (b) Name, signature, address, and phone number of the person who generated the waste and the date collected;
- (c) Type and amount(s) of waste collected or transported;
- (d) Name and signature(s) of responsible person(s) in the pathway generating to finally disposing the waste (chain of custody);
- (e) Date and place where the waste was disposed;
- (f) Identification (permit or site registration number, location, and operator) of the facility where the waste was disposed;
- (g) Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
- (h) The volume of the grease waste received; and
- (i) A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.

3. Manifests shall be divided into five parts and records shall be maintained as follows:

- (a) One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup (billing invoice).
- (b) The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
- (c) One part of the manifest shall go to the receiving facility.
- (d) One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
- (e) One part of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
- (f) One part of the manifest shall go to Doña Ana MDWCA.

4. Copies of manifests returned to the waste generator shall be retained for three (3) years and be readily available for inspection by Doña Ana MDWCA.

## E. Alternative Treatment

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1. Use of grease trap and interceptor treatment products, including bacteria, designed to digest grease is strictly prohibited without prior written consent of Doña Ana MDWCA. It is acknowledged that soap formulations used for general kitchen hygiene operations contain surfactants and degreasing agents. Normal use of dishwashing and cleaning products, and their incidental introduction to the grease trap or interceptor are exempted from these restrictions.

- (a) The introduction of any surfactant, solvent, or emulsifier into a grease trap or interceptor is prohibited. Surfactants, solvents, and emulsifiers are materials, which dissolve or suspend grease and enable it to pass from the trap into the collection system. Examples of such materials include, but are not limited to, enzymes, soap, diesel, kerosene, terpene, and organic solvents.
- (b) Bioremediation products may be used with written prior approval from Doña Ana MDWCA only after the person has demonstrated to the satisfaction of Doña Ana MDWCA that the product has met the following conditions:
  - (i) Laboratory testing which is appropriate for the specific type of grease trap or interceptor has shown, in that specific application, the product's efficacy to produce an effluent in compliance with this ordinance and not interfere with the proper function of the grease trap or interceptor.
  - (ii) The methods and results of testing shall be subject to technical review and approval by Doña Ana MDWCA.
  - (iii) All costs shall be borne by the User whether or not the product is accepted for use.
  - (iv) Use of accepted grease trap or interceptor treatment products shall not relieve the user of minimum cleaning requirements set forth in this ordinance.

## **Inspection and sampling**

A. Doña Ana MDWCA has the authority of inspection, and shall inspect the facilities of any User to ascertain compliance with the purpose and requirements of this Policy. Persons or occupants of premises where liquid waste is created or discharged shall allow Doña Ana MDWCA, or its representative, ready access at all times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of its duties. Doña Ana MDWCA shall have the right to install, utilize, and maintain on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and metering operations.

B. Where a user has security measures in force which would require proper identification and clearance before entry into such user's premises, the user shall make necessary arrangements with their security guards so that, upon presentation of suitable identification, personnel from Doña Ana MDWCA, or its representative, will be permitted to enter without delay for the purposes of performing their specific responsibilities.

C. Sampling Ports (manholes). Doña Ana MDWCA may require any user, existing or new construction, to install a suitable sampling port in the service line to the application or building to facilitate observation, sampling, and measurement of wastes and flows. The sampling ports must be readily accessible to Doña Ana MDWCA at all times.

## **Schedule of Penalties**

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A. If Doña Ana MDWCA determines that a generator is responsible for a blockage of a collection system line, the user shall be subject to a penalty of \$100 for the first violation, \$200 for a second violation, and \$500 for the third violation within a two-year period. Persistent violations shall result in an increase in penalty up to \$500/day and may also result in termination of services.

B. Users violating provisions of this Policy shall be subject to a written warning for the first violation, a \$100 penalty for the second violation, a \$200 penalty for the third violation, and a \$500 penalty for the fourth violation within a two-year period. Persistent violations will result in up to \$500/day increase in penalty, and may result in termination of service.

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## **BILLING AND SERVICE POLICIES**

### **REQUIREMENT TO PROVIDE UTILITY SERVICE**

#### **SUSPENSION OF UTILITIES FOR DEPLOYED MILITARY PERSONNEL**

Pursuant to NMSA 1978 § 20-1-8.1 (2017), a member of the U. S. armed forces, reserves, or the New Mexico National Guard may suspend some or all utility services without penalty and reconnect/reactivate utility services without having to pay reactivation fees. The qualifying military user requesting suspension of all or some of their utility services provided by Doña Ana MDWCA must submit his/her request to Customer Service and certify that:

1. He/she has orders and provides copy of the orders to Customer Service to deploy or to be temporarily assigned outside the qualifying user's community for more than thirty days and,
2. The service account is in the qualifying user's name and,
3. The qualifying user owns the home or has a lease that does not preclude the suspension of municipal utility services, and,
4. Family members or other persons will not be residing in the home while the qualifying user is deployed or temporarily assigned.

Doña Ana MDWCA will suspend/deactivate some or all utility services at the service address as requested by the qualifying user at no penalty and, will not charge a fee to reactivate or establish service(s) upon notifying Customer Service of their return from deployment or temporary assignment. It is the qualifying user's responsibility to notify Customer Service of their return from deployment to activate suspended utility service(s).

In the event the qualifying user suspends/deactivates all or some of the utility services provided by Doña Ana MDWCA and during the period the qualifying user is deployed or on temporary assignment outside their community, or does not notify Doña Ana MDWCA Customer Service of his/her return from deployment, and monthly consumption records indicate that the residence is occupied, Doña Ana MDWCA will resume billing all suspended service(s) without notice.



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## **BILLING AND SERVICE POLICIES**

### **RENTAL PROPERTY ADMINISTRATION**

#### **LANDLORD UTILITY TRANSFER AGREEMENT**

A Landlord Utility Transfer Agreement (LUT Agreement) is available to rental property management entities or property owners that provide continuous Doña Ana MDWCA utility service to rental properties and consolidates account administration as specified by the landlord in the LUT Agreement. The LUT Agreement authorizes Doña Ana MDWCA to transfer water and wastewater without interruption in service to the landlord or property manager, as rental properties transition between tenant occupancy. In the event that a tenant is delinquent, Doña Ana MDWCA will deactivate services pursuant to the process stated in Doña Ana MDWCA Billing and Service Policies. Property management entities that do not want to execute an LUT Agreement to administer utility services for rental properties and want the utility account in the name of the property owner, will be required to provide the same information for a utility service application as stated in Application, Billing, and Payment for Service Section of Doña Ana MDWCA Billing and Service Policies and, a tax identification number if applicable, before service to tenants will be processed and activated. Failure of the property management entity to provide the property owner's information as stated above, may result in Doña Ana MDWCA placing a hold on the tenant's activation of utility services.

#### **UTILITY LIENS**

The Association will place utility liens on rental properties that accumulate chronic delinquent balances in aggregate and in excess of \$500.00 from one or more tenants with utility accounts at the rental property. All associated fees for preparing and recording the lien will be assessed, as well as the tenant or tenants' delinquent balances. Upon the filing of the lien, the property owner will be notified of such action, as well as informing the property owner of the chronic delinquent activity by a tenant or tenants at the rental property, and the notification that future utility service will be denied to the rental property until a mutually acceptable resolution between the property owner and Doña Ana MDWCA is reached, at which time the lien will be removed.

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<b>WATER</b>
<b>RESIDENTIAL SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA water service area for the exclusive use of a single metered family residence for domestic purposes. Service to buildings attached to the residence, including garages and other minor buildings for the use of the residents, may also be through the residential meter. Service to a residence, which is used in part for commercial purposes, but the predominant usage is for residential purposes, shall be served under this rate schedule.

Landscape water meter available per Landscape Meter schedule terms and conditions.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$17.70
1" .....	\$24.97
1 1/2" .....	\$37.08
2" .....	\$90.40

### **Volume Charge**

Up to 4,999.....	\$2.09
5,000 – 9,999.....	\$2.78
10,000 – 19,999.....	\$3.72
20,000 and over.....	\$4.96

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

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**Approval Date:** November 2, 2017

**Effective Date:** December 1, 2017

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<b>WATER</b>
<b>COMMERCIAL SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA water service area for any establishment engaged in the operation of a business, an institution, whether or not for profit, or government entities.

Such enterprises shall include, but not be limited to, clubs, hotels, motels, schools, hospitals, multi-unit complexes, churches, and municipal, county, state, and federal buildings. All commercial service requires an approved backflow prevention device. See Backflow Prevention and Control Policy

Landscape water meter available per Landscape Meter schedule terms and conditions.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$17.70
1" .....	\$24.97
1 1/2" .....	\$37.08
2" .....	\$90.40
3" .....	\$223.68
4" .....	\$272.85
6" .....	\$788.30

### **Volume Charge**

Up to 4,999.....	\$2.09
5,000 – 9,999.....	\$2.78
10,000 – 19,999.....	\$3.72
20,000 and over.....	\$4.96

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

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<b>WATER</b>
<b>INDUSTRIAL SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA water service area for any establishment engaged in the operation of a business; an institution, whether or not for profit; or a governmental entity.

Such enterprises will include, but not limited to, industrial installations, schools, hotels, motels, municipal, county, or federal buildings, etc.

Landscape water meter available per Landscape Meter schedule terms and conditions.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$17.70
1" .....	\$24.97
1 1/2" .....	\$37.08
2" .....	\$90.40
3" .....	\$223.68
4" .....	\$272.85
6" .....	\$788.30

### **Volume Charge**

Up to 4,999.....	\$2.09
5,000 – 9,999.....	\$2.78
10,000 – 19,999.....	\$3.72
20,000 and over.....	\$4.96

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

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**Approval Date:** November 2, 2017

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<b>WATER</b>
<b>BULK WATER SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA water service area by permit for use in connection with the construction, alteration or repair of buildings or other similar activities requiring temporary service through hydrant meters.

To protect the water system from contamination, a backflow device (reduced pressure principle assembly) shall be required to be installed on the hydrant meter. Doña Ana MDWCA shall provide the backflow device. A deposit is required to be paid prior to the installation of the hydrant meter and backflow device.

User is responsible for any stolen lost, or damaged meter and/or backflow device and a new deposit will be required for each stolen, lost damaged, or relocated bulk water meter and/or backflow device.

## **RATE**

The bills are the sum of:

### **Access Charge**

Per month .....\$90.40

### **Volume Charge**

Up to 4,999.....\$2.09

5,000 – 9,999.....\$2.78

10,000 – 19,999.....\$3.72

20,000 and over.....\$4.96

### **Bulk Hydrant Meter Service Activation or Relocation Charge**

Relocation of hydrant meter and backflow .....\$150.00

### **Hydrant Meter & Backflow Deposit**

Hydrant Meter.....\$1,250

Backflow Device.....\$250

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

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**Approval Date:** November 2, 2017

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<b>WATER</b>
<b>LANDSCAPING</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA service area to all classes of service for landscape irrigation purposes except for golf courses and municipal parks. The applicable Access and Volume Charges will be billed pursuant to the service schedule determined by the rate class review process conducted annually to determine the appropriate rate classification.

Users requesting landscape metering shall contact Customer Service Department to request all expenses associated with the installation.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$17.70
1" .....	\$24.97
1 1/2" .....	\$37.08
2" .....	\$90.40
3" .....	\$223.68
4" .....	\$272.85
6" .....	\$788.30

### **Volume Charge**

Up to 4,999.....	\$2.09
5,000 – 9,999.....	\$2.78
10,000 – 19,999.....	\$3.72
20,000 and over.....	\$4.96

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

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<b>WASTEWATER</b>
<b>RESIDENTIAL SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA wastewater service area for the exclusive use of a single water metered family residence for domestic purposes. Service to buildings attached to the residence, including garages and other minor buildings for the use of the residents, may also be through the residential meter. Service to a residence, which is used in part for commercial purposes but the predominant usage is for residential purposes, shall be served under this rate schedule.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$15.93
1" .....	\$16.53
1 1/2" .....	\$17.54
2" .....	\$21.97

### Volume Charge

All .....	\$3.42
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Applicable Taxes fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement per separate meter dwelling unit shall be per gallon. Volume shall be based on 90% of the average of water consumed in December, January, and February billing cycles. If the user history at their active service site is not available, then the residential class water average will be used in the calculation. This volume will be calculated annually and billed monthly as of the billing month of April of each year.

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<b>WASTEWATER</b>
<b>COMMERCIAL SERVICE</b>

## **AVAILABILITY**

Available in the Doña Ana MDWCA wastewater service area for any establishment engaged in the operation of a business, such enterprises will include, but not be limited to, parks, clubs, hotels, motels, schools, hospitals, churches, parks, municipal, county, state, and federal buildings.

## **RATE**

The bills are the sum of:

### **Access Charge**

5/8" x 3/4" .....	\$15.93
1" .....	\$16.53
1 1/2" .....	\$17.54
2" .....	\$21.97
3" .....	\$33.03
4" .....	\$45.70
6" .....	\$79.90

### **Volume Charge**

All .....	\$3.42
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Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

## **BILLING UNITS**

The unit volume for the purpose of measurement with Doña Ana MDWCA water per separate meter dwelling unit shall be per gallon. Volume shall be based on 90% of the monthly water consumed each month.

The unit volume for the purpose of measurement without Doña Ana MDWCA water per separate dwelling unit shall be per gallon. A meter will be requested to be installed to measure the actual volume that will be billed.



# DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

**Approval Date:** November 2, 2017

**Effective Date:** December 1, 2017

**Resolution No:** 2017 – 11

<b>WATER</b>
<b>NEW CONNECTIONS</b>

<b>Water Connection Charges</b>			
<b>Meter Size</b>	<b>Service Line Up To 25'</b>	<b>Water Right</b>	<b>Total Charge</b>
3/4"	\$1,255.00	\$1,750.00	\$3,005.00
1"	\$1,795.00	\$2,187.50	\$3,982.50
1.5"	\$2,660.00	\$2,625.00	\$5,285.00
2"	\$4,125.00	\$3,500.00	\$7,625.00
3"	\$8,580.00	\$5,250.00	\$13,830.00
4"	\$8,890.00	\$7,000.00	\$15,890.00
6"	\$11,340.00	\$10,500.00	\$21,840.00
Pavement Cut (up to 3 sq. ft.)			\$400

Meter Relocation Charge: Same charge(s) as a connection.

### **\$150 Unable to Connect Service Charge**

This charge shall be made when Doña Ana MDWCA is notified by the user or user’s representative that the service site is ready for service and connection and utility personnel have been scheduled to physically connect service, but are unable to connect the service due to, among other things, work site obstructions or incomplete service installation necessary for the utility to perform the necessary and appropriate connection.

### **TERMS AND CONDITIONS FOR NEW WATER SERVICE CONNECTION**

When a new meter is requested, this initiates the service connection process for water services. A Service Order for a new water connection shall not be scheduled until all pertinent impact fees as defined in the Development Impact Fee schedule and connection fees are paid. Fees are paid when a utility account is established with Doña Ana MDWCA Customer Service. The new connection for the residential construction site will be coordinated by Doña Ana MDWCA personnel and establish the final location of the water meter.

New residential construction sites that are found connected to the water system without establishing a utility account and bypassing payment of fees and charges for new connection, shall be deemed as theft of service and illegally connected to the water system.

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. water connection) has occurred. Doña Ana MDWCA shall immediately disconnect water services and assess the user or user’s representative an assessment of \$250.00 per instance of illegal connection. The illegal connection assessment shall be paid in full plus any and all unpaid fees and charges for new connection services and the establishment of a utility account.

# DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

**Approval Date:** November 2, 2017

**Effective Date:** December 1, 2017

**Resolution No:** 2017 – 11

<b>WASTEWATER</b>
<b>NEW CONNECTIONS</b>

<b>WASTEWATER CONNECTION CHARGES</b>			
<b>Line Size</b>	<b>Service Line Up To 25'</b>		
4"	\$1,560.00	Pavement Cut (Up to 3 Sq. Ft)	\$400
6"	\$1,585.00		
<b>Over 6"</b>	<b>CALL DEPARTMENT</b>		

### **\$150 Unable to Connect Service Charge**

This charge shall be made when Doña Ana MDWCA is notified by the user or user’s representative that the service site is ready for service and connection and utility personnel have been scheduled to physically connect service, but are unable to connect the service due to, among other things, work site obstructions or incomplete service installation necessary for the utility to perform the necessary and appropriate connection.

### **TERMS AND CONDITIONS FOR NEW WASTEWATER SERVICE CONNECTION**

When a connection is requested, this initiates the service connection process for wastewater services. A Service Order for a new wastewater connection shall not be scheduled until all pertinent impact fees as defined in the Development Impact Fee schedule and connection fees are paid. Fees are paid when a utility account is established with Doña Ana MDWCA Customer Service. The new connection for the residential construction site will be coordinated by Doña Ana MDWCA personnel and establish the final location of the wastewater connection.

New residential construction sites that are found connected to the wastewater system without establishing a utility account and bypassing payment of fees and charges for new connection, shall be deemed as theft of service and illegally connected to the wastewater system.

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. water or wastewater connection) has occurred. Doña Ana MDWCA shall immediately disconnect water services and assess the user or user’s representative an assessment of \$250.00 per instance of illegal connection. The illegal connection assessment shall be paid in full plus any and all unpaid fees and charges for new connection services and the establishment of a utility account.

# DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

**Approval Date:** November 2, 2017

**Effective Date:** December 1, 2017

**Resolution No:** 2017 – 11

<b>DEVELOPMENT IMPACT FEES</b>
<b>NEW CONNECTIONS</b>

A Water and Wastewater Development Impact Fee is assessed for each new connection to the Doña Ana MDWCA water and wastewater system based on water meter size.

The fee is also applicable to any increase in size of an existing meter. The fee will be assessed for any such increase in an amount representing the difference between the fee that would be imposed for the existing meter size and the fee imposed for the size of the proposed meter.

<b>WATER &amp; WASTEWATER IMPACT FEES</b>						
	<b>WATER IMPACT FEES</b>		<b>WASTEWATER IMPACT FEES</b>			
<b>Meter Size</b>	<b>Residential</b>	<b>Commercial</b>	<b>Residential</b>	<b>Commercial</b>	<b>Treatment Fee (Picacho Hills Area)</b>	<b>Treatment Fee (All Other Areas)</b>
3/4 x 5/8"	\$1,642.00	\$1,642.00	\$777.20	\$777.20	\$1,165.80	\$1,943.00
1"	\$3,613.00	\$3,613.00	\$1,438.40	\$1,438.40	\$2,157.60	\$3,596.00
1.5"	\$6,359.00	\$6,359.00	\$2,876.40	\$2,876.40	\$4,314.60	\$7,191.00
2"	\$17,908.00	\$17,908.00	\$4,602.00	\$4,602.00	\$6,903.00	\$11,505.00
3"	\$42,844.00	\$42,844.00	\$9,484.40	\$9,484.40	\$14,226.60	\$23,711.00
4"	\$65,005.00	\$65,005.00	\$19,430.00	\$19,430.00	\$29,145.00	\$48,575.00
6"	\$122,037.00	\$122,037.00	\$38,860.00	\$38,860.00	\$58,290.00	\$97,150.00

## **COLLECTION OF FEE**

The Impact Fee may be paid in full at time of application for service or payable in up to 48 monthly payments at 4% annual interest. This installment payment option is available only to Residential and Non-Rental water connections and to the property owners thereof.

## **GENERAL TERMS-APPLICABLE TO ALL IMPACT FEES**

For property owners who enter into an installment payment option, whether they are the utility user or not (in the case of renters/lessees), the monthly payment amount will be billed to the property owner. Failure to pay the sums due may result in termination of all Association utility service to the property; in a lien being filed on the property; and in any other collection remedy available to the Association. In the event the property owner sells or transfers ownership of the property when there is a User Surcharge balance due, the full unpaid balance is due on or before Association utility service for the property is transferred to a new user. The "due on sale or transfer" requirement also applies to foreclosure, deed in lieu of foreclosure, or short sales, and to probate or death transfers. No penalties will be assessed for early payment of the development impact fee amount.

# DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

**Approval Date:** November 2, 2017

**Effective Date:** December 1, 2017

**Resolution No:** 2017 – 11

<b>BOARD OF DIRECTORS</b>
<b>ELECTION PROCEDURES</b>

Doña Ana MDWCA adopts the following as procedures for the conduct of elections of members of the Board of Directors.

Five initial districts were established by the membership in November 2013 in Article VI, Section 9, of the Association's Bylaws. The sizes and boundaries of these initial districts will be maintained so that the number of members within each district is within ten percent (10%) of any other district. Modifications to district boundaries in the future will be made through a written Policy adopted by the Board of Directors. The district boundaries will be adjusted no later than every five years. The Board of Directors may modify any district boundaries at any time the number of members in any district differs by more than ten percent (10%) from any other district.

Elections for Board positions may be conducted by an independent third party, if feasible. The list of members eligible to vote in an election will close 45 days prior to the election. The eligible membership list will be provided to the entity conducting the election no later than 30 days prior to the election.

A candidate for the Board must be in good standing with the Association at the time of submission of the candidate's petition and must maintain his/her membership within the district he/she seeks to represent. A prospective candidate must submit a written petition to the Association's executive director no later than 35 days prior to the election date. A prospective candidate's petition must contain the names, signatures and addresses of at least five Association members in good standing whose memberships are maintained within the district in which the prospective candidate intends to run, which members will state that they support that person's candidacy.

Paper ballots shall be used for Board elections. Each voter may cast only one ballot, for a candidate in that member's district. Ballots may be cast by in-person voting or by absentee mail voting, in accordance with the procedures established by the third party conducting the election and with the approval of the Board of Directors. No proxy voting is allowed. No write-in candidate votes will be considered or counted. Ballots may be counted by voting machine but if voting machines are not available or feasible, they shall be counted by hand. The Association's executive director and a person designated by the entity conducting the election shall count the votes and submit the final count to the Board of Directors. The Board of Directors shall certify the results and present the certified results to the membership at the annual meeting.

The election for each Board position shall be determined by plurality vote of the members for the candidates within each district. No runoff elections will be held. In the event of a tie vote, the winner will be determined by a drawing of a high card from a deck of standard playing cards.

The Board of Directors shall resolve any disputes or issues arising from an election.

Should a vacancy occur in a Board position other than by removal, the remaining members of the Board of Directors will appoint a replacement who shall serve in that position until the next regularly scheduled election. At that election, the members shall elect a director for the unexpired term.