



**Lee Hammond Mutual Domestic Water Consumers
Association
Rules and Regulations
Approved June 19, 2024**

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Lee Hammond Mutual Domestic Water Consumers Association

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BILLING AND SERVICE POLICIES

BILL ADJUSTMENTS

Adjustment of a utility bill must be requested by the user by contacting Lee Hammond 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 within two and a half percent (2.5%) accurate, a service charge will be applied as provided in Lee Hammond 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.

THEFT OF WATER

Lee Hammond 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 has occurred, Lee Hammond 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. There will also be a fine applied as provided in Lee Hammond MDWCA User Service Fees and Charges schedule.

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

Lee Hammond MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that Lee Hammond MDWCA metering or monitoring devices have been tampered with, damaged or stolen. Lee Hammond MDWCA shall immediately disconnect the water meter and assess the user \$350.00 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 removed, stolen, or broken.
- curb stop damaged or broken.
- register damaged or disconnected.
- meter stolen or broken.
- 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

The Association’s leak adjustment program provides for a reduction in the cost of the water to our lowest retail rate in active use at the time. Evidence of repair must be provided to Lee Hammond MDWCA. This adjustment is available on a rolling 12-month basis – for example, a leak is reported on June 2nd, an 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 residential users with a meter up to 3/4 inches.

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.

Total Bill Monthly Payment Plan 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

USER SERVICE FEES AND CHARGES

USER SERVICE FEES

Applicability:

New Service Installation: User request for utility service(s) to install, establish, process and activate a new water service.

Turn Off: User request to suspend water service.

Account 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 Turn Off: Deactivation (shut off) of utility services due to non-payment of service.

Delinquent Account Turn On: 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 Lee Hammond MDWCA Executive Director and the user. Only when a delinquent user has made financial arrangements for their account will the service be scheduled for activation.

Field Service Fee: The dispatch of field service technicians to physically activate water service or other items. Field service 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 4:00 p.m., excluding holidays.

Fee Schedule attached as appendix 1

REFUNDS, AND COLLECTIONS

WRITE OFF OF UNCOLLECTIBLE ACCOUNTS

Lee Hammond MDWCA staff will use all reasonable efforts to collect delinquent accounts including, but not limited to, filing a lien. Delinquent Lee Hammond 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

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 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 Inspection Fee, 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:

A Payment Plan will be initiated one (1) time in a twenty-four (24) month period.

The user must pay 50% of the delinquent amount due plus all applicable fees before executing a Payment Plan. Refer to Lee Hammond MDWCA User Service Fees and Charges schedule for applicable fees.

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.

The user must pay and be current on their regular monthly billing and the Payment Plan installment. 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).

If a user fails to comply with the Payment Plan agreement or pay their regular monthly bill, service(s) may be shut off without further notice on the next business day following the Payment Plan due date.

DELINQUENT ACCOUNT SHUT OFF 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 Blue Tag Fee. Refer to Lee Hammond 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, Blue Tag fee, Late Payment Penalty Fee, and any other applicable fees before a service order for next day or same day activation of services is submitted. Refer to Lee Hammond MDWCA User Service Fees and Charges schedule for applicable fees.

APPLICATION, BILLING, AND PAYMENT FOR SERVICE

APPLICATION FOR WATER SERVICE

A user shall be required to complete and sign a New Member or Transfer Application in person, by mail or by acceptable electronic means of transaction. This form is required to be notarized. We can provide notary service in our office. The user is required to prove ownership of the service address property such as a deed or closing papers from a mortgage company. Real Estate contracts do not convey full ownership of property until the contract is fulfilled and so do not prove ownership. Property Owners are responsible for any payments, fees, or water charges even if they do not reside on the property. If the occupant of the property does not pay, the owner will have to.

TERMS OF SERVICE

Lee Hammond MDWCA will provide water services only to those properties whose owners are members in accordance with Article IV of the Bylaws of the Lee Hammond MDWCA. Lee Hammond MDWCA may decline, fail, or cease to furnish water 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. An application for water service will not be processed for activation until all unpaid account balance(s) are paid in full.

The owner agrees to pay Lee Hammond MDWCA for any damage(s) to or loss of any meter caused by the owners' negligence or the negligence of their agents, employees, any member of their household, or any person on the premises. The Association may discontinue water service or deny new service to the service address until such payment is made.

Association personnel shall have access to the premises for the purpose of reading meters, installing, or removing the Association's equipment and property, activating and deactivating water service and other purposes incidental to providing water service by the Association. In the event Lee Hammond 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, Lee Hammond 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 indicates an intention to provide access, then a notice of relocation of meter(s) may be sent and/or delivered to the user's service address. Such acknowledgment by the user shall be in writing or by calling Lee Hammond MDWCA Customer Service. In approximately three to five business days Lee Hammond MDWCA personnel may relocate the equipment and/or meter(s). The user will be required to connect the user owned service lines to the relocated water 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.

Lee Hammond MDWCA authorized agents shall have full and unobstructed access to Lee Hammond MDWCA meters and service lines for inspection purposes, meter readings, activations and service shut offs, repairs, and any other reasonable purpose. The owner authorizes such agents to enter the premises to conduct official Lee Hammond MDWCA

business. The owner also agrees that no construction will be performed over service lines or meters without prior approval from Lee Hammond MDWCA.

Owner shall not use or allow water service to be used without an approved and active account. If it is determined that a user has obtained unmetered and/or unbilled water service(s), Lee Hammond MDWCA will retroactively bill for these services pursuant to Lee Hammond MDWCA Bill Adjustments schedule, and an additional tampering fee will be applied.

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.

Lee Hammond 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.

Lee Hammond 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 Lee Hammond MDWCA if any leaking water is discovered. The owner must communicate their request to discontinue service with Lee Hammond MDWCA Customer Service, either in person, in writing to Lee Hammond MDWCA, 414 Road 5500, Bloomfield, NM 87413, or by email (office@leehammond.org). Requests must include the owner's name, service account number and contact information and date to discontinue service. The owner 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).

The owner is responsible for notifying the Association of any change in account status. Other arrangements, if any, are between the landlord/tenant or seller/buyer.

BILLING FOR WATER SERVICE

Lee Hammond 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 Lee Hammond 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.

BILL DUE DATE AND PAYMENT OF BILLS

Bills are due and payable in full on the twentieth (20th) of the month or the next business day should the 20th fall on a weekend or a holiday and will be considered past due beginning at 4:01 PM on the due date stated on the bill. All payments must be received by the due date and paid by 4:00 PM to be recorded as paid on time.

PAST DUE AND DELINQUENT ACCOUNT PROCESS

Payments not received by 4:00 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 \$5.00.

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 20 days later, the user's bill is due by the payment due date printed on the bill. If payment is not received by 4:00 PM on the due date, then any past due amount over \$10.00 will be assessed the Late Payment Penalty Fee of \$5.00.

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 4:00 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 4:01 PM 60 days after the initial bill the account will be assessed a Blue Tag fee, then in 10 business days, the account will be shut off by Field Services personnel within that business day for any account with a 60+ day past due balance.

RETURN CHECK, CREDIT CARD, OR DRAFT

Lee Hammond 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 Lee Hammond MDWCA Billing and Service Policies as stated in the User Service Fees and Charges schedule.

LATE PAYMENT PENALTY FEE

Lee Hammond MDWCA will assess a late payment penalty fee of \$5.00 for nonpayment after 4:00 PM on the stated due date on the user's bill.

PAYMENT OPTIONS

On-line: www.lee.hammond.org : Payments can be made 24 hours a day. You will be required to have either registered the account or by quick pay. This method can be done with a credit card, debit card or e-check. Please be aware there will be a convenience fee per transaction.

Over the Phone Payments (IVR System): Payments can be made over the phone by calling our office at (505)632-2987 option 1. This feature is available 24 hours a day 7 days a week. The system will require you to have your account number and the numerical number of the address you would like to pay. Payments can be made with a credit or debit card. Please be aware there will be a convenience fee per transaction.

Pay Via Text (IVR System): User calls into the IVR and selects the option to sign up for Pay Via Text. The system will send the user a text message for confirmation. After the user confirms the enrollment, the system will send the user a text message when a new balance is available on the user's account. To make a payment, the user will reply to the text with "Pay" and the system will send the user a confirmation text with the receipt number. Please be aware there will be a convenience fee per transaction.

Drive up window or in person in the office: Users can pay their bill in person at our office by check, cashiers check, money order, cash, or credit/debit card. Please be aware there will be a convenience fee per transaction for credit/debit card.

BACKFLOW PREVENTION AND CONTROL

Lee Hammond MDWCA 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 Lee Hammond MDWCA through which a backward flow of gasses, 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 Lee Hammond 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 Lee Hammond 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 Lee Hammond MDWCA and the user. Lee Hammond 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. Lee Hammond 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. Lee Hammond 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 the user's water system. Users shall provide backflow prevention assembly(s) or air gap(s) as required by plumbing codes, Manual, and comply with laws, rules, and Policies 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 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 requires the installation of an approved Reduced Pressure Principle Detector Assembly (RPPDA) device. Existing fire sprinkler systems will be approved if a UL (Underwriters Laboratories) listed alarm check is properly installed and maintained.

INSPECTION or 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 Manual and the Program.
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 in 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).

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 Lee Hammond MDWCA must submit his/her request to Customer Service and certify that:

1. He/she has orders and provides a 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.

Lee Hammond MDWCA will suspend/deactivate water 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 water services provided by Lee Hammond MDWCA and during the period the qualifying user is deployed or on temporary assignment outside their community, or does not notify Lee Hammond MDWCA Customer Service of his/her return from deployment, and monthly consumption records indicate that the residence is occupied, Lee Hammond MDWCA will resume billing all suspended service(s) without notice.

WATER RESIDENTIAL SERVICE AVAILABILITY

Available in the Lee Hammond 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.

RATE

The bills are the sum of:

Minimum Access Charge - includes up to 3000 gallons each month

Per Service.....\$25.00

Volume Charge

3,001 – 10,000\$4.75/1000 gallons

Over 10,000\$7.00/1000 gallons

There is an additional monthly infrastructure fee of \$4.75 for accounts north of the San Juan River.

Applicable Taxes & Water Conservation fees are 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.

WATER COMMERCIAL SERVICE AVAILABILITY

Available in the Lee Hammond 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 services require an approved backflow prevention device. See Backflow Prevention and Control Policy

Commercial Services have two possible rates. Our Commercial with Water Rights means that they either transferred water rights to us for the water they will be consuming, or that they paid extra for Lee Hammond MDWCA to purchase water rights when they become available. This does have the effect of reducing the monthly bill for large commercial users.

RATES

With Water Rights

The bills are the sum of:

Minimum Access Charge - includes up to 3000 gallons each month	
Per Service.....	\$25.00
Volume Charge	
3,001 – 10,000	\$4.75/1000 gallons
10,001 – 50,000	\$7.00/1000 gallons
Over 50,000	\$4.75/1000 gallons

Without Water Rights

The bills are the sum of:

Minimum Access Charge - includes up to 3000 gallons each month	
Per Service.....	\$25.00
Volume Charge	
Over 3,000	\$7.00/1000 gallons

There is an additional monthly infrastructure fee of \$4.75 for accounts north of the San Juan River.

Applicable Taxes & Water Conservation fees are 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.

WATER BULK WATER SERVICE AVAILABILITY

Available in the Lee Hammond 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 check valve shall be required to be installed on the hydrant meter. Lee Hammond MDWCA shall provide the backflow device. A deposit is required to be paid prior to the installation of the hydrant meter and backflow device.

The user is responsible for any stolen, lost, or damaged meter and/or backflow device

RATE

The bills are the sum of:

Access Charge Per month.....	\$25.00
Volume Charge	
All Usage.....	\$7.00
Bulk Hydrant Meter Service Activation or Relocation Charge	
Relocation of hydrant meter and backflow	\$150.00
Hydrant Meter & Backflow Deposit	
Hydrant Meter.....	\$1,500

Applicable Taxes & Water Conservation fees are 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.

NEW CONNECTIONS WATER

Water Connection Charges

Meter Size	Service Line Up to 25'	Water Right	Total Charge
3/4"	\$2,000	\$1,500	\$3,525
1"	\$5,025		\$5,025
2"	\$6,500		\$6,525

Connections larger than 2" requires a site visit, engineering, and surveyor fees along with the actual cost of materials, labor, and any other fees or requirements. To get the commercial with water rights rate, we will have to negotiate a price on each meter above the 5/8 x 3/4 inch service.

Pavement Cut (up to 3 sq. ft.) \$400

Meter size is determined by the Association.

Meter Relocation Charge: Same charge(s) as a connection minus any water right charges.

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 fees as defined in the fee schedule, connection fees, and any permits or other required items are paid. Fees are paid when a utility account is established with Lee Hammond MDWCA Customer Service. The new connection for the residential construction site will be coordinated by Lee Hammond 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. Lee Hammond MDWCA shall have the right to disconnect or refuse to connect or reconnect any water service where there is evidence that theft of utility service (i.e., water connection) has occurred. Lee Hammond MDWCA shall immediately disconnect water services and assess the user or user's representative an assessment of \$250.00 per instance of illegal connection plus any costs to remedy or repair the 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.

BOARD OF DIRECTORS ELECTION PROCEDURES

Lee Hammond MDWCA adopts the following as procedures for the conduct of elections of members of the Board of Directors.

Prospective candidates must notify the manager at the office of the Association that they would like to stand for election at least 60 days prior to the annual membership meeting in any odd year. Such persons must be a member, in good standing of the Association and must state their name and mailing address.

Paper ballots shall be used for Board elections. Ballots may be cast by in-person voting or by absentee mail voting, in accordance with the procedures approved of by the Board of Directors. No proxy voting is allowed. No write-in candidate votes will be considered or counted. Ballots shall be counted by hand by the Board of Directors at the annual meeting in odd years. 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 the highest number of votes per candidate. The top three or four candidates depending on the year will be elected. 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, 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.