



414 County Road 5500  
Bloomfield, NM 87413

(505) 632-2987

Fax (505) 632-9582

**RULES & REGULATIONS**  
**REVISED**

1. **New Meters** - an application for service must be submitted to and approved by the Board of Directors. All applications will be accompanied by a recorded document proving ownership of property to be served and a membership fee of \$25.00. Before a service connection will be established, the meter fees must be paid in full. The Association will not install a new service and meter, until the office receives a copy of the San Juan Rural Address Verification form. Any new service installation will be required to be installed within 4 years of the date of application.
2. **Association's Responsibilities** – the Association is responsible for the installation and maintenance of service lines and meters to the nearest point of a member's property line, adjacent to the pipeline right-of-way, not to exceed sixty (60) feet. If the member's property does not join the Association's pipeline right-of-way, the Association will place the service meter on the edge of the right-of-way. Subsequent, the member is responsible for the line to his/her property and residence. Furthermore, it will be the responsibility of the property owner to obtain all easements.
3. **Member's Responsibilities** – each member and property owner is responsible for installation and maintenance of service lines from the meter to the final point of use. If necessary, the property owner must provide a suitable location for the placement of a service meter on his/her property, and will grant an easement to the Association for any part of the Association's property located on a member's land. Each member is responsible for any damages to the Association's property they may have caused. Unless otherwise approved, members shall use the water for domestic purposes only.

Members are responsible for all Canal Crossing Permits, Road Crossing Costs and/or any other applicable permits.

4. **Line Extensions** –should a member of this Association desire to extend the main line to reach a point near their property, the member shall pay the entire cost of the line extension project. Furthermore, the extension shall be at the sole discretion of the Association and with the expressed approval of the Board of Directors.  
The project shall comply with the following requirements:

- a. Association's line inspection policy;

- b. Association's line extension and construction policy;
- c. where applicable, the San Juan County Subdivision Regulations; and
- d. where applicable, the NMED / EPA Regulations.

The line extension project plans shall include the installation of a six (6) inch water line and where fire hydrants are not required by the County, the installation of a flushing hydrant at the end of the line.

5. **Transfer of Property / Occupancy** – any members moving or selling their property shall give notice to the Association. The water bill must be current before the transfer. The new property owner needs to give the Association a copy of the closing documents or the deed and pay a transfer fee. If the property has been abandoned and the water is shut off due to an unpaid bill, the new owner will be responsible for the bill, a reconnect fee and the transfer fee. The meter, service and membership transfer with the property.

Although an account may be in someone else's name, the property owner is still ultimately liable for any unpaid water bills. Furthermore, the monthly minimum on a vacant meter is the responsibility of the property owner.

Any unpaid water bill remains with the land and will be the responsibility of the new owner of the property. Only the owner / or their agent may request to have the water service turned on for all inspections. There will be a fee charged for inspection installations.

6. **Payments** - all bills are due and payable when received. Bills become delinquent on the 20<sup>th</sup> of each month. If the 20<sup>th</sup> falls on a weekend or holiday, members will have until the next business day to make a payment. The Association may charge a late fee on all delinquent bills per current rate schedule. Timely payment of bills will save both the member and the Association unnecessary expense. The Association will charge a returned check fee.
7. **Delinquent Bills** - the Board of Directors has the right to disconnect service and terminate the supply of water to any member who fails to pay any billing within sixty (60) days after its due date. Notice of the termination shall be given to the delinquent member by the hanging of a notice tag ten (10) days prior to the termination of water service. Service will be shut off until the account is paid in full, including any attorney fees and costs incurred by the Association in connection with collection of the amount owing. Any unpaid bills shall constitute a lien against the property which runs with the land.
8. **Calibration of Meter** - the Association will have any meter calibrated upon request. The member will be responsible for the current fee for this service. If the meter fails the test and is found to be registering fast, the member's account will be adjusted. The credit adjustment will be based on the calibrated test results outside of the 2% error. If the meter tests correctly, or registers slowly (measuring less than actual amount of water being used) the member requesting the Calibration test will be responsible for the water bill in question, and for the Test fee.
9. **Member's Liability** – the Board of Directors shall have the right to disconnect the service meter, revoking the membership and pursue legal action for the following:
- a. **Tampering with or damaging any Association's property;**
  - b. **By-passing or attempting to by-pass a meter or abusing a current tap-on;**
  - c. **Performing an unapproved tap-on;**
  - d. **Being delinquent on the water bill as set forth in Paragraph 7 above: and**

**e. Violating any rule or regulation adopted by the Association.**

Any member tampering with or damaging any of the Association's property, will be liable for reimbursement to the Association for the cost of any repairs or the cost to replace such property, the determination of which to be in sole discretion of the Board of Directors. A member shall be responsible for all other costs incurred by the Association as a result of the member's actions under this Paragraph 9.

In the event the Association pursues legal action or consults with an attorney regarding a member's liability under this Paragraph 9, it shall be entitled to recover its attorney fees and costs.

In the event that a member's service meter has been disconnected, the service meter shall be re-connected upon such terms and conditions as the Board of Directors determines appropriate, including the payment of any applicable Association fees, costs and any attorney fees and cost incurred by the Association.

10. **Member's Request to Discontinue Service** – to avoid the monthly minimum charge, on a vacant or unused meter, the member can request to disconnect the water service and there will be no charge for this. To have the meter turned back on, the member must pay a reconnect fee.
11. **Request for Subdivision Service Connections** – All new subdivision requests per San Juan County Subdivision must be submitted in writing for approval by the Association. Before a Subdivision Commitment letter is issued, proof of secured domestic water rights for the proposed Subdivision must be presented and awarded to the Association. The Association will hold and obligate the water rights for the number of meters requested in the original Subdivision request. The Association will **NOT** obligate any additional meters for the Subdivision other than the original recorded plat committed.
12. **Cross Connection Policy** – no other water supply will be connected to any water lines served by the Association. Members must agree to have all other water supply sources disconnected, prior to connecting and switching to the Association's system. A cross connection is any point where the public water supply is connected directly, or has the potential of being connected to a source of non-potable water that is not part of the water system. The system manager may require a special back flow prevention device or assembly, including locked valves or back-flow check valves, to prevent any potential contamination. All copper setters, both new and replaced, will contain double check valves for back-flow prevention. All storage tanks will be secured with a lock and there will be no outside access from hatches or piping. All fire protection systems must have adequate back-flow prevention with required inspections and testing. All vegetation watering systems must have adequate back-flow prevention. No raw water connection will be allowed with the Association's system to the drinking water systems. Only fire departments will be allowed to connect to water hydrants, all others must use an Association usage meter with a check valve. These requirements apply to any commercial, industrial, or to any residential connection. The member will be responsible for the cost of any special backflow devices to insure there is no contamination of the Association's water system.
13. **Leak Adjustment Policy** - Leak adjustments will be handled on a case by case basis and each service is only allowed a single adjustment in a 12 month period. The leak must be repaired before we will make an adjustment and the adjustment will be calculated as follows:

The gallons used above the 6 previous months average usage will be calculated at the lower rate in effect at the time of the billing. The difference between the actual bill and the lower rate calculation will be credited back to the customer's account.

#### **14. Commercial descriptions –**

**RV Parks** – 3 or more will be considered a park and can only have RVs in it and will be charged the commercial rate.

- a. **Travel Trailer** – means a trailer with a camping body and includes recreational travel trailers and camping trailers.
- b. **MotorHome** – means a camping body built on a self-propelled motor vehicle chassis so designed that seating for driver and passenger is within the body itself.
- c. **Truck Camper** – means a camping body designed to be loaded onto, or affixed to, the bed or chassis of a truck.

Meter Size –  $\frac{3}{4}$ " meter serves 6 spaces  
1" meter serves 10 spaces

**Apartment Complex** – 2 or more apartments will be considered a complex and will be charged the commercial rate.

**Mobile Home Parks** - Meter Size –  $\frac{5}{8}$ " meter per trailer space.

The Association is not responsible for damage to property than to its own.

The Association reserves the right to refuse service when capacity will not permit.

The Association reserves the right to change all charges and fees.

Violation of these Rules and Regulations could result in the expulsion of a member.

**The current Rate Sheet is included as Addendum #1.**