

RULES AND REGULATIONS

For Access to the Water System

Sambrito MDWCA

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**RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association**

These rules and regulations are issued in compliance with the bylaws of the association and are designed to govern the supplying and taking of services rendered by the association. They are subject to change from time to time by a majority vote of the board of directors.

If a provision of the rules and regulations should conflict with a provision of the bylaws, the bylaw provision will prevail.

PROCEDURE FOR ESTABLISHING RULES & REGULATIONS

1. Proposals for establishing policies may be presented to the board of directors by either the employees or any director of the association.
2. Members of the association may also petition the board for implementation or amendment of the rules.
3. Each proposed policy will be evaluated by the board.
4. The final policy must be approved by majority vote of the board in order for it to become official.
5. The passage of a rule will be documented in the minutes of the board meeting at which the policy was approved.
6. Additional rules will be numbered according to the year passed and the sequence numbers as seeing in these Rules.

**RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association**

DEFINITIONS

Membership Certificate. A document issued for each residential unit/dwelling or commercial establishment that has been approved to be a member the association. Certificates of membership are for a physical property owned by the member.

Member. One who holds a membership certificate.

Membership in Good Standing. One who is *not* overdue or delinquent to the Association.

Residential Unit/dwelling. It includes a garage, shed, barn, guest house, shop/studio, but not a rental unit. Any permanent dwelling within the same property that is occupied by another family either, renters, friends or relatives must have its own certificate of membership.

Commercial Unit: a nonresidential establishment used for business purposes.

Type of Membership:

- **Active Users:** members who are using the service every day.
- **Active Non-User:** members who have a connection (metering facilities or hook up) but are not using the service at all, for example a vacant home or land.
- **Active Seasonal:** members who have a connection and use the service seasonally, for example during the summer, holidays, some weekends.
- **Non-Active Users:** members who have had the option to connect to the association but have chosen not to do. There are no metering facilities. There is a membership on paper but no connection.

Membership Fee: A *nonrefundable* fee assessed to each certificate of membership to cover administrative expenses and meter maintenance.

Hook up Fee: The actual cost that must be paid to the association for the connection of water services from the association lines to the public right of way or association easement, which by law must be completed with a certified operator present. It includes the hookup cost, the metering facilities, and labor including the certified operator.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association

MEMBERSHIP PURCHASE, APPROVAL, TRANSFER

1.A. Application for Membership. As stated in the bylaws water service will be available subject to the availability of water. All persons wishing to obtain *Water Services* from this Association must purchase a membership certificate and must be property owners.

1. B. Application Process: To obtain water services, the landowner must purchase a membership certificate into the association following these steps. Each dwelling must have its own certificate of membership and connection.

I. Bring the following to the secretary of the board or to the regular board meeting:

1. A completed and signed Water Users Agreement/Certificate of Membership

2. Payment of a non-refundable membership fee.
3. Proof of property ownership
4. Approximate time for the actual service connection.
5. Approximate physical location to install the metering facility.
6. A determination of whether service is residential or commercial.
7. An official "Right of Way Easement" (provided in the Water Users Agreement).
8. Transfer water rights to the association as follows:

Water Rights. The total amount of water that is allowed to be pumped from the Association's wells each year is determined by the total Water Rights owned by or transferred to the Association.

II. Approval of the Application. Upon submitting of the requirements stated above the Board will promptly review and make its decision. Incomplete applications may be grounds for denial of service. If membership application is disapproved, the membership fee will be returned.

III. Services Ready to be Connected. At the time the member is ready to be connected to the system and has completed all requirements as stated above, a metering facility will be placed by the Association's certified operator at the main water line easement and all connection costs will be paid by the member. Violation of this policy will result in cancellation of membership and payment of any federal and/or state fines in case the water system gets contaminated.

1. C. Additional Memberships. Members may purchase additional memberships following same process as stated above.

1. D. Transfer, Cancellation, Selling of the Membership.

- A. Proof of membership in the association will be required prior to a membership transfer, cancellation or sale.
- B. In the event that the membership is canceled by the Association as stated in the Bylaws and these Rules and Regulations, a copy of the Board minutes and of the notice of cancellation sent to the member must be kept in the association files.
- C. Memberships cannot be sold from one member to another. Provided that the Association no longer has Memberships for sale, the Directors may purchase Memberships in good standing as they become available. The Association shall pay the current price for the available membership. The proceeds of the purchase shall first be applied to the payment of any indebtedness due to the Association by the Member.

1.E. Water Services for Rental Property/Non-Members. The property owner will be the member and responsible for all bills incurred to the association. The association bills renters under the member's name.

1.F. Water Service from One Household To Another. Members must receive board approval

prior to permitting non-members to draw water from a member's property for use away from the property to fill containers for non-member domestic use or to fill stock tanks. If a meter is found to be connected to more than one dwelling, the illegal connection will be disconnected immediately and a fine will be assessed.

1. G. Form of Membership Certificate

- A. The Board of Directors shall determine the form of membership certificate and the same shall be signed by the President attested by the Secretary-Treasurer or another board member. The certificate shall have the Corporate Seal of the association.
- B. The Association may issue a new Membership Certificate in the place of any certificate previously issued provided that the member (a) makes proof in affidavit form that his/her certificate has been lost, destroyed, or stolen; and (b) the member satisfies any other requirements imposed by the Association.
- C. A copy of the Membership certificate issued to each Member must be retained in the Association Membership Record.

1. H. Membership Record

As a part of the records of the Association, there shall be kept an official Membership Record which shall contain a list of the certificates of membership which have been issued, noting the number of the certificate, the date when the board acted on it, the number of service connections, and the name(s), physical address of the Member(s), mailing address of the Member(s), if different, to whom issued and transferred.

RULES AND REGULATIONS OF Sambrito Mutual Domestic Water Consumers Association PROVIDING WATER SERVICES

2. A. Water Services Ready to Use: Minimum Charge. Water Services will be considered ready to use when the application process has been completed, the application has been approved, regardless of whether or not the member makes use of it, and charges will be made for services as of this date. Minimum charges will apply to and must cover at least the association's monthly debt/loan payment, meter reading and billing costs.

2. B. Service Deactivation and Reactivation. Members who temporarily will be out of their residence may choose to have the water services temporarily disconnected by the association. The service activation and deactivation will be completed by the Association's Certified Operator as required by law and the member will pay actual costs incurred for these services.

2. C. Multiple Services Connections are illegal. As stated above each residential unit/dwelling must have its own membership certificate, thus meter facilities. Multiple residence connections into one residential meter are prohibited by funding agencies and are unfair to the members of the association. Water service is for the sole use of the member, his agent(s) or tenant(s) at the designated location, and does not permit the transfer or cross-connection of water by any means

to another dwelling or place of business. Members who allowed multiple residence connections will be disconnected from the system and will be assessed a fine.

2. D. Connection to Private System/Well. There will be no physical connection between any private water system/well and the water system of the association. According to state laws a representative of the association will have the right at all reasonable hours to enter upon member's premises for the purpose of inspection and enforcement of this provision. Violation of this provision is cause for disconnection of a member's Water Services. If a back flow prevention valve is required to be installed, the member will pay for all expenses incurred.

2. E. Continuity of Service. The association will make all reasonable efforts to supply continuous, uninterrupted service. However, it will have the right to interrupt service for the purpose of making repairs, connections, line extensions, or for other necessary work. Efforts will be made to notify members who may be affected by such interruptions, but the association will not accept responsibility for losses, which might occur due to such necessary interruptions of service or shortage of water supply.

2.F. Water Usage by Members. Members are required to safeguard the integrity and quality of the ground water aquifer or surface water that supplies the Association's water source. The member is held responsible to use the supplied domestic water in a prudent manner. Unnecessary usage or wasting of water during irrigation or other outdoor usage such as filling stock tanks/stock troughs or swimming pools shall not be permitted. Members shall be warned in writing of such abuse. Second or subsequent offenses shall result in a fine levied against the Member in such an amount as shall be determined by the Board of Directors. Continuing abuses may result in termination of Membership.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association
THE METER/METERING FACILITIES

3. A. Metering of Water Service. Water service will be metered to each individual dwelling or place of business with an approved membership certificate. Several residences/dwellings will not be connected to one meter. Metering facilities are owned by the association and must be installed by the association.

3. B. Tampering with Metering Facilities: Metering facilities will be installed and maintained by the association and will be paid for by the member. These will consist of a service clamp, corporation stop, service line, meter yoke, meter box, *back flow device* and meter. Tampering with meter facilities is a violation of this association property thus against Federal Law. Anyone in violation will be penalized by the board or prosecuted in court. All community drinking water system facilities and operations are regulated by Federal and State laws.

3. C. Location of Metering Facilities: Metering facilities are in the public street rights-of-way located near individual lot lines. The hook up fee covers the connection from the main and maintenance to the respective meters. If the distance from the main line to the members' property

is greater, the member agrees to pay any additional connection cost. Where an easement is required the member agrees to provide it. In special cases, the location will be agreed upon jointly by the board of directors and the member. The member is responsible for any activity from the meter to the home, including water leaked from the line after the meter, installing a shut off valve, etc.

3. D. Easement for the Metering Facilities. Should the location be within the member's property, he or she will grant the association an easement of right-of-way and the right of ingress and egress to said property for the purposes of servicing or removing the metering facilities. Membership certificate will be cancelled for members who refuse to provide the required easement.

3. E. Transfer of Meter. All the meters are the property of the Association and are permanently fixed at their respective service locations. Therefore, no meter is transferable from the property that it is intended to serve to any other location. Thus, in the event of the sale, transfer, assignment, lease, or conveyance of the subject property by the owner of record, all of the rights to service from the meter that serves the subject property shall automatically be included in the sale, transfer, assignment, lease, or conveyance of that property. This also applies to all duly authorized service connections that have inoperable meters or where no meters exist. In the event that a dwelling or place of service is permanently discontinued or eliminated by the owner of record, the Association may, in its sole discretion, elect to either remove the meter or leave the meter to provide service for possible future users.

3. F. Meter Accuracy & Testing: Service meters, where errors do not exceed two (2%) percent fast or slow, will be considered within the allowable limits of accuracy for billing purposes. Meter testing requested by members will be performed without cost to the member if the meter is found to be off in excess of two (2%) percent. Otherwise, the member for whom the required testing was made will be charged for the cost of making the test.

3. G. Meter Reading: Meters will be read by the association between the 5th and 10th of each month, unless a *force majeure* event shall render it infeasible from time to time. The Board may, by majority vote, set a new schedule for good cause. In the event of *force majeure* event, Members may be billed based on the previous month's readings, later to be reconciled with actual meter readings.

3. H. Water Pressure. The Association is not responsible for any damage caused by high water pressure at any time. It is hereby recommended that each member install a pressure reducing valve (PRV) in their lines to avoid high pressure problems.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association

Section 4 is reserved for future use.

RULES AND REGULATIONS
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BILLING AND PAYMENT FOR WATER SERVICES

5. A. Billing of Water Services. The Board will establish a billing schedule calling for bills for water service to be sent out between the tenth and the twentyth of each month at the rates set forth on the approved water rate schedule. The bill may include connection and other charges, wastewater charges, various allowable fees, fines, and assessments.

5. B. Payment of Water Charges: Payment for water services are due on the 25th of the same month billed and become delinquent on the fifth day of the following month. Payment must be by check or money order only. Personal checks will not be accepted if the member in question has, within the past 12 months, provided checks with insufficient funds. A returned check fee of \$25 will be assessed, in addition to other fees, fines and assessments.

5. C. Overdue Accounts: Members making late payments may be charged a fee of ten percent of the delinquent amount for each billing cycle.

5. D. Delinquent Accounts, Notification & Disconnection of Services:

I. All accounts more than 30 days delinquent are subject to disconnection procedures. The past due charge will continue to accumulate until account is brought current.

II. All delinquent members or members in violation will be notified by email, first class mail or certified mail at the discretion of the Bookkeeper. The notification will include the amount due, date to comply, and a statement **saying, "If no payment is received by the designated date to comply water service will be disconnected."**

III. The date to comply shall be the 20th day from the date the notice is sent to the member.

IV. Failure to comply or pay as specified in the notice will result in water services being disconnected and/or meter pulled by the time the next billing is processed. No further notice will be sent to the delinquent member. To reinstate services the reconnection fee must be paid in full.

V. Delinquent amounts cannot be paid to the person(s) making the disconnection.

5. F. Negotiating Monthly Payment Schedule (For members only).

I. To avoid disconnection of services, the Association and the Member may negotiate, through a written payment agreement and as approved by the Board, a monthly

payment schedule for the delinquent amount.

- a. The member needs to keep current on their monthly fee and pay the additional amount as agreed on the "Payment Agreement"
- b. From the time the member signs the agreement, the association will not charge the late fee for the unpaid amount as long as the member keeps the agreement.
- c. If the member becomes past due and delinquent there is a breach of contract, and the association will disconnect services. No further notice of disconnect will be given to the delinquent member.

- II. If services are disconnected, the Association and the Member may still negotiate in writing a monthly payment schedule for the delinquent amount. Services will be reinstated provided the member pays the reconnection fee and agrees to pay the amount due to the association per written Payment Agreement.

5. G. Reconnection of Water Services: Any water service which has been disconnected due to a delinquent account or for other reasons, will not be reconnected until the account has been paid current or a written Payment Agreement has been signed and the reconnection fee is paid in full. The member must pay the above charges with a certified bank check or money order.

5. H. Cancellation of Membership.

- I. If a member is delinquent for six months after non-payment, the membership in the Association will be considered in default and shall be canceled, the meter (should one still be in place) will be removed and/or the line will be capped.
- II. All delinquent members having their membership cancelled will be notified by email, first class mail or certified mail at the discretion of the Bookkeeper.
- III. The notification will include the amount due and will provide a date to comply. The date to comply shall not be less than twenty days nor more than thirty days from the date the notice is sent to the member.
- IV. Failure to comply will result in loss of membership. After that date a request for reconnection will be subject to membership eligibility as defined in the Bylaws and Rules and Regulations of the Association. Memberships may not be available.
- V. In the event that the membership is canceled by the Association, a copy of the board minutes and of the notice of cancellation sent to the member must be kept in the association files.
- VI. After being disconnected and/or having the membership cancelled, a member may decide not to reconnect to the Association. The member must send a note in writing canceling the membership and must pay the amount due to the association. The Association will close the account. If no payment is received, the Association will collect any amount due to the Association by placing a lien on the property or through other available legal remedies.

5.I. Collections: The association has the responsibility and the authority within state law to take

all action necessary to collect the arrears through a collection's agency or a lien on the property. Should this occur, the member or former member will be responsible for all collection, legal and court costs, attorney fees and any fees not mentioned that are required to collect the money owed.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association

SERVICE CONNECTIONS BEYOND THE SYSTEM SERVICE AREA

6.A. The Sambrito water system is intended to serve lots exclusively within the present Lakeview Heights and Rosa Meadows service area. No additional extensions are anticipated. In the future, if sufficient water is found to be available and the Board authorizes an extension, it will be done in accordance with the following general guidelines, and other specific provisions as may be adopted by the Board:

6. B. Future Extension of Water Mains Lateral Lines:

Authorized mains and lateral lines to an individual applicant laid beyond the association's existing water system will be installed to the association's specifications and paid for by the individual applying for membership.

the member(s) must provide easements to the system, should easements be necessary.

Lateral lines may become the property of the Association and are to be maintained by the Association.

In cases where a group of individuals or a business is applying for membership. The Board will consider such extension provided that the cost and water demand caused by such extension does not cause hardship on the current membership.

The board of directors may enter into special service contracts to extend the lines in cases where the applicant has unusual service requirements. However, in no case will the association enter into such a contract before obtaining approval from the general membership.

A lateral line is a transmission distribution line. It is not the line that the goes from the meter to the home or business- this is a service line.

6. C. Cost Sharing of New Hook-Ups to Existing Lines: In a situation where a "new" hook-up is requested to an existing line – where a member invested in the cost of installing the line – the new hook-up must reimburse the member for a proportional amount of the cost to run the water line. Additionally, the new hookup is subject to approval by the Association after verification of no adverse impact of the new hookup on existing connection (s).

RULES AND REGULATIONS OF

Sambrito Mutual Domestic Water Consumers Association

PERSONNEL POLICIES

7. A. Equal Employment Opportunity Statement. It is the policy of this association to assure that all prospective employment applicants and employees are treated equally with regard to consideration for employment opportunities, hiring, recruiting, promotions, compensation, benefits, training, demotion, termination or layoffs, or other similar matters.

The Association hereby declares that it will not discriminate in the matters listed above on the basis of race, religious beliefs, sex, color, national origin, age, veteran status or disability status.

7. B. Drug and Alcohol-Free Workplace. This Association may require that all of its employees be drugs and alcohol free whenever they are performing work duties during their assigned working hours and the work is being performed on the premises of the association or in the field within the association water area. This policy does not apply to any social functions attended, meetings, programs, off-work premises function, or after work hours functions held on the premises or association water area. The term “premises” is defined to mean the association business office, well pump house, well sites, tanks, sewer lagoons, and property owned by the association. Prescription drugs and medications are excluded from the definition.

Employees performing work involving the use of heavy or dangerous equipment may be requested to perform a random drug or alcohol test at the option of the association. The use of heavy or dangerous equipment while on drugs or alcohol is a hazard not only to the employee but to other persons within the immediate area. Damage to property could also occur.

Employees suspected of being on drugs or alcohol will be promptly informed of the suspicion by the manager of the association or by any director of the board. The employee may be required to take an alcohol and drug test to be paid for at the expense of the association. Employees on drugs or alcohol may be requested to leave the premises immediately until the next working day. The incident will be reported to the manager of the association and the board of directors. The employee’s file records will be documented.

Repeated offenses of drug or alcohol use while on work status may be grounds for reprimand, suspension, or else termination of employment. The Board of Directors will decide upon the appropriate course of action. Any actions taken by the board will be communicated to the employee and the employee will have the right to present his/her case if he or she desires to do so.

All prospective employees seeking employment with the association may be required to take a preliminary drug and alcohol test as a condition of their employment, which is to be paid for by the association. The decision to perform the test is at the option of the association. Having found a prospective employee tested positive for drugs or alcohol may be ground to not grant employment.

7. C. Employee, Contract Employees & Board Member Mileage and Business Expenses.

Employees, contract employees, agents, contractors, and board members of this Association (Employees, contract employees, agents, contractors are hereafter referred to as employees) are eligible to receive reimbursement for certain types of expenses that are incurred for the purpose of carrying out official duties. Expenses require prior approval from the board. Final approval for reimbursement will be documented by attaching supporting documentation. Commuting expense between home and the employee or board member's personal residence is not eligible for reimbursement.

Mileage

All employees or Board members using a private vehicle in the discharge of their duties will be reimbursed at the state's designated rate per mile. The mileage rate will be paid in addition to the employee's regular wage rate. All employees and/or board member will be required to keep a log of the total actual mileage traveled, the purpose of the trip, and the date of the trip.

Travel & Per Diem

Travel involving airlines, airport parking, cab fares, etc. must be pre-approved by the board and will be reimbursed at the actual rate. Receipts must be presented. Per Diem will be paid according to New Mexico rates. The purpose of per diem is to reimburse an employee and the board members for meals, overnight hotel, and related expenses.

To be eligible for reimbursement of expenses, these expenses must be reasonable, and the employee must attempt to be as thrifty as possible under the circumstances involved. Lavish expenditures will not be allowed.

Entertainment

Entertainment expenses incurred will not normally be reimbursable. Special exception could be made upon the board's approval.

Operating Expenses

Reimbursement will be provided for employees and board members incurring expense for postage, purchasing office supplies, office equipment, or other similar business expenses. Such expenses must be preapproved in advance by the president or the treasurer of the association if the cost is \$100.00 or less and by the board of directors if the cost exceeds this amount. Such expenditures must be backed by a receipt. Special exception for pre-approval may be waived whenever the circumstance is considered to be an emergency. In this case two board members may verbally preapprove the expense.

7. D. Employee Paydays. All employees of the association will be paid within 30 days after they have presented a time sheet or invoice/work order. The time sheet/invoice/work order must be signed by each employee.

7. E. Job Descriptions. Each employee, agent or contractor of the association must have a job description approved by the board.

7. F. Performance Evaluation. The board is required to hold an employee evaluation prior to approving any change in salary. Performance evaluations may be verbal, written, or a

combination thereof.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association

MEMBER SERVICE

8. A. Addressing & Recording Member Complaints. All member comments, complaints or suggestions must be addressed to the Board. The member should file any complaint about a water bill within thirty (30) days of the receipt of the bill.

When the association receives member complaints about a balance on an account or a discrepancy, the association treasurer and/or Bookkeeper will first research the account to determine the nature of the discrepancy and resolve it before bringing it to the board for resolution.

8. B. Adjustments Due to Leaks on Members' properties:

The Board may consider adjustment of the water bill when a member experiences an unusually high water bill due to a break in their service line or a leak in their house/business under the following conditions:

1. The member reports the damage or leak to the Association as soon as detected and the water service is terminated by the association until the damage/leak is repaired.
2. The board detects the leak notifies the member and the member takes all steps to repair the leak. The water service is terminated by the association until the damage/leak is repaired.
3. Adjustments due to breaks will be determined by the Board.

8. C. Member Overpayment. Overpayments will normally be applied toward future billings. In cases where the account is being closed or the membership canceled, the overpayment may be refunded to the member.

RULES AND REGULATIONS
OF
Sambrito Mutual Domestic Water Consumers Association

FEES, CHARGES, FINES, ASSESSMENTS & RATE SCHEDULE

Membership & Hook Up Fees

Existing owners with taps are determined to have “grandfather” status, and are not required to pay membership or hookup fees. The following fees, as applicable, will be

charged:

Non-Refundable Membership Fees:

Membership: \$ 30.00

New Hookup fees: \$ 150.00 for a standard meter and simple installation; includes parts and installation by a certified operator. Oversize meters are not encouraged, but will be considered individually and the fee determined by the Board.

Other Fee/Fines:

Disconnect and Reconnection fee: \$ 30.00 each

Bounced Check fee: \$ 25.00

Service Deactivation and Activation fee: \$ 20.00 each

Membership Ownership transfer fee: \$ 30.00

Fine for illegal connection: \$ 250.00

Fine for non-approved use- filling stock tanks, etc. \$ 250.00

Water Rates: The beginning rates for water, which are subject to change by the Board, are as follows:

Base monthly charge per property, including 1000 gallons:	\$12.00
1001 to 2000 gallons:	1.2 cents per gallon
2001 to 3000 gallons:	2.4 cents per gallon
Over 3000 gallons:	5.0 cents per gallon

RULES AND REGULATIONS

OF

Sambrito Mutual Domestic Water Consumers Association

COMPLIANCE WITH THESE RULES AND REGULATIONS

Each employee, agent, contractor of this association is expected to fully enforce these Rules and Regulations without further approval of the board.

Board authority to approve and enforce these Rules and Regulations comes from the provisions of the State of New Mexico Sanitary Projects Act [3-29-1 to 3-29-19 NMSA 1978].

These Rules and Regulations we adapted by resolution of the board on 1/1/23.

After these rules have been adopted, provide a copy to each member of the Association.
Sambrito Mutual Domestic Water Consumers Association

Payment Agreement

Member's Name: _____ Account # _____

Service Location Address: _____

Meter # _____

Mailing Address (if different): _____

Phone (W): _____ Phone (H): _____ Email: _____

_____, agree to pay the Association the following overdue
amount: \$ _____ in a payment plan as follows: A minimum deposit of \$ _____
_____ % of the total overdue amount) and a monthly payment of \$ _____ for _____
months, starting on _____.

I understand that I am to pay this amount *in addition* to my regular monthly water bill, and that I
am to stay current on this account. I further understand that default on this agreement carries
penalties, collection charges, disconnection of my water service, lien on my property and loss of
membership in the association. I further understand that by defaulting on this agreement and not
making my payment when due I am waving my right to disconnection notice and the
Association may disconnect my water service within 48 hours of the payment due date.

Member's signature _____ Date: _____

Board Official's Signature _____ Title _____ Date: _____

If any unforeseen circumstances arise that may cause non-payment or default, you may immediately contact a board
member, and submit a brief, signed statement regarding the cause. The board may review your circumstances, make
a decision, and notify you of the results.

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For Association Use Only	Deposit \$ _____	Date: _____
Notes: _____		

Sambrito Mutual Domestic Water Consumers Association

Membership/Account # _____

APPLICATION FOR WATER SERVICE

&

If approved and signed by a duly authorized Officer, this Agreement becomes

MEMBERSHIP CERTIFICATE/WATER USERS AGREEMENT

This AGREEMENT entered into between the **Sambrito Mutual Domestic Water Consumers Association**, a nonprofit corporation, organized under the Sanitary Projects Act, Sections 3-29-1 to 3-29-19 NMSA 1978, for the purpose of providing a domestic water system for its members, and hereinafter called the "Association", and _____ and _____ member(s) of the Association, hereinafter called "Member."

WITNESSETH

Whereas, the applicant desires to purchase water services from the Association, to become a voting member of the Association, and to enter into a users agreement as required by the Bylaws and Rules and Regulations of the Association;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows, the Association shall furnish, subject to the state and federal law and regulations and in accordance with its Bylaws and Rules and Regulations, now in force or as hereafter amended, a safe and adequate quantity of water for use by the Member on the following described property: Lot: _____ Block: _____ Subdivision: _____ Address: _____

(ONLY APPLIES WHEN THE WATER SYSTEM GOES THROUGH THE MEMBER'S PROPERTY or IF THE METER IS LOCATED INSIDE THE MEMBER'S PROPERTY). If the Member requests service from the Association where a public right-of-way does not exist for the water lines and appurtenant facilities, the Member agrees to grant to the Association, its successors and assigns, a perpetual easement twenty (20) feet in width, if such width is available, for the installation of the pipeline and centered over said pipeline, or five (5) feet in diameter from the center of any water meter, over, under and upon the above described land, with the right to locate, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, water meter and/or appurtenant facilities, with the rights of ingress to and egress from the Member's property.

Membership Fee and Connection Fee. Upon signing of this agreement, the Member agrees to pay: a one-time non-refundable membership fee of \$ _____ and a connection fee of \$ _____.

Location of Service. The Association shall make the connection, including installing a water meter. The Association reserves the right to make the final decision in selecting the location of the water meter and service line connection to its distribution system.

Conservation and Progressive Water Rate. In order to provide water to the most residents possible, the Association discourages the use of water provided by the Association for any purpose other than domestic use. The Association will adopt progressive water rate and shall determine the allocation of water to Members in the event of a water shortage.

Connection of Service Requirements. Subject to the inspection and approval of the Association, the Member shall install and maintain at his/her own expense a service line that shall begin at the meter and extend to the dwelling or place of use. The Member agrees to disconnect his place of use from his current water supply before switching and connecting to the Association's system, and agrees that no other existing or future source of water will be connected to any of the Association's water lines. The Association will penalize and may shut off water and cancel membership of a Member who allows a connection or extension to be made by another individual for the purpose of supplying water to that person.

Temporary Deactivation and Reactivation. Members who temporarily will be out of their residence may choose to have the water services disconnected by the association during their absence. The service activation and deactivation will be completed by the Association's Certified Operator and/or agent as required by law and the member will pay a fee for these services. The request for this service must be made at a regularly scheduled meeting of the board or in writing and sent by certified mail and/or with proof of receipt.

Payment. Water service charges (base rate only) to the Member shall commence on the date the membership is approved by the Board, whether or not the Member connects to the system.

The failure of a Member/customer to pay water service charges duly imposed shall result in the automatic imposition of the penalties established in the Rules and Regulations of this Association, including:

1. Nonpayment within the due date will be subject to a penalty.
2. Nonpayment and/or non-payment arrangements within a time specified in the Rules and Regulations will result in the water being shut off to the Member's property or a loss of membership privileges.
3. In the event that it becomes necessary for the Association to shut off the water to a Member's property, a fee will be charged for reconnection of the service.

Compliance. The Member agrees to comply with and be bound by the Articles, Bylaws and Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water service at such rates, time and place as shall be determined by the Association, and agrees to the imposition of such penalties for noncompliance as stated above, or as set out in the Association's Bylaws and/or Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

This document is your **Certificate of Membership** into this Association. To be valid it must be signed by the member(s) and an authorized association official/Board member. The original will be kept by the Association as a permanent record, and a copy of the original will be

provided to the Member at his or her request.

From the date the board approves my application, the approximate time to connect to the system and start using the water service is: ☐ As soon as possible, ☐ Within 6 months, ☐ Within a year

The proof of property ownership presented is: ☐ Property Deed, ☐ Tax records, ☐ Other:

IN WITNESS WHEREOF, I / we have executed this agreement on _____, 20____
.

Applicant / Member Signature

Applicant / Member Signature

Mailing Address: _____

Phone: _____

Cell Ph. _____

Email: _____

ATTEST:

Authorized Association Officer: _____

Date: _____

Signature: _____

For Association Use Only

Membership Transferred, Canceled, Other _____ Date: _____

Comments: _____

