

**“RULES AND REGULATIONS” (Revised in 2022)**  
**OF**  
**La Union**

**Mutual Domestic Sewer & Water 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 to ensure the proper management of the Association. If a provision of the rules and regulations should conflict with a provision of the bylaws, the bylaw provision will prevail.

**APPLICATION FOR MEMBERSHIP/WATER/SEWER SERVICE**  
**RESIDENTIAL**

**I. A. Application for Membership/Water/Sewer Service.** Water/Sewer service will be available subject to the availability of water or sewer capacity as provided by the association’s bylaws. Application for membership shall be made as provided by the association’s bylaws. All persons wishing to obtain *membership/water/sewer service* from this Association must be lot owners within the service area and shall follow the “application process” in 1. B below. Renters shall obtain water/sewer service as stated in 1. D. below.

**B. Application Process.** To obtain membership/water/sewer service the applicant must acquire and complete the following forms:

1. Application for water/sewer service providing basic information on who is responsible for the bill, picture ID, two references, meter location, which will be used for billing information.
2. Water/Sewer Users Agreement with right of way/easement. (Property Taxes or Deed)
3. Payment of non-refundable membership fee, a hookup fee covering actual cost and materials for service installation, and/or other applicable fees established by the association. (See FEE SCHEDULE)
4. Show two proof of property ownership (Deed or Property Taxes bill and a utility bill) to the board of directors of this association.
5. If a mobile home is to be placed on the property, the Applicant must provide the Association with a copy of an approved MHP (mobile home installation permit) from Dona Ana County’s Mobile Home Section. This permit shall be for residency and not for storage purposes. For site-built homes, a copy of the building permit shall be provided. For applicants who cannot provide proof of either of these county permits, a Conditional Service Connection may be approved, as long as the service is in compliance with USDA Rural Development regulations. Should the County subsequently take action to remove the structure from the Applicant’s

property; the property owner will not be reimbursed by the Association for any fees or costs incurred as a member, nor does the Association assume any liability for providing service conditionally without proof or a permit from the County.

6. Incomplete applications may be grounds for denial of service. A membership fee must accompany the application. Water/Sewer service will not be available until these forms have been completed, approved by the association and all applicable fees have been paid in full. **Please note that this is for a simple basic installation.**

**Membership fee: \$100.00 Administration fee: 100.00**

**Materials & Labor \$1350.00 Water Rights \$1,250.00**

**Basic water Connection fee (residential): Total \$2,800.00**

**Other applicable fees: (As determined by Board or Designee)**

**Basic fees for Subdivision see exceptional clauses included in the schedule summary**

**Please note that this is for a simple installation (SEE 3.B.).** If installation cost exceeds the amount specified above, the member shall pay the balance due within 30 days of connecting. Additional costs can include but are not limited to pavement or road cuts, boring or trenching beyond simple installation allotment; equipment other than specified under a simple installation; permit fees required by other agencies or any other cost associated with installation as determined by Board or Board designee.

**Sewer connection fees and rates to be determined by Board of Directors as service become available.**

C. **Application Approval.** Upon submission of an application, Water/Sewer Users Agreement and payment of a membership fee, the **designee** shall promptly review and make its decision on the application. If application is disapproved, the membership fee shall be refunded. **Once approved the fee is nonrefundable.**

D. **Water/Sewer Services for Rental Property.** Applications for renters' water/sewer service may be approved by the **designee** of the Association, with a current membership in good standing. The property owner shall be the member and responsible for all bills incurred, but the association will send bills to renters if requested. However, landlords renting properties serviced by this association must have each renter come in and complete an application for water/sewer service. All renters must first provide a rental agreement and pay a renter's deposit before service is made available. The deposit shall be refunded when the renter leaves, provided that all association bills are paid in full. In case that a past due amount exceeds the deposit, a notice will be sent immediately to the owner and the renter, and service will be disconnected within **Ten (10) calendar** days from sending notice.

**Renters Deposit \$100.00**

E. **Water Rights and Fees:** New members or current members requesting additional service connections will be required to provide water rights transferable to the Association or pay for fees associated with the acquisition of additional water rights.

F. **Water Shortage:** In the event of a shortage of water, the Association shall take appropriate measures, (such as restrictions to water use and acquisition of additional water) to meet the needs of the Association.

G. **Sales of service(s):** Water and wastewater service is for the sole use of the members or customer, who applied for and was approved to receive service. Members or customers are prohibited from re-selling service(s) being provided by the Association.

H. **Additional facilities required for Service:** Service connection(s) requiring additional facilities as required by the Association's Rules & Regulations and/or system design criteria and/or by State or Federal agencies, shall be installed by the Association or by the member(s)/customer(s) requesting or receiving the service. The member(s)/customer(s) are responsible for costs and fees associated with the additional facilities to include the maintenance, repair and replacement of the additional facility.

I. **Shut-off Valve:** Each metering facility shall have a shut-off valve on the member/customer-side of the meter. This valve shall be installed and maintained by the member/customer. The intent of the valve is for the member/customer to be able to shut off and reopen their service in the event of an emergency or when they make repairs on their service lines within their property. After normal business hours, the Association shall assess a fee of **\$25.00** to open or close the service when requested by the member(s) and or customer(s).

**Commercial and Industrial Connection Fees: Fees approved by Board on a case-by-case basis.**

## **WATER/SEWER SERVICE**

II **A. Water/Sewer Service Ready to be connected.** Water service connection will be available when the application process has been completed by the property owner, the application has been approved by the association and all applicable fees have been paid in full. At which time, a Membership Certificate will be issued to the new member and a metering facility will be placed **by a certified operator** at the main water line easement or collection line easement (as applicable). Violation of this policy will result in cancellation of membership and payment of any federal and /or state fines in case the water/sewer system gets contaminated.

**B. Water/Sewer Service Ready to Use: Minimum Charge.** Water/Sewer services shall be considered ready to use when the association maintains the water supply at normal pressure at the point of delivery in readiness for the member's use, regardless of whether or not the member makes use of it or when collection line is ready to convey sewage, and charges shall be made for services as of this date.

All association members are subject to at least the minimum water/sewer charge as long as water/sewer service is connected and ready to use. Failure to pay for the minimum water service within the time provided herein and after due notification by the association shall be grounds for a penalty and /or disconnection of service.

**Minimum Charge:**                      **Water:**                      **\$29.96 Plus tax**

C. **Legal/Illegal Water/Sewer Service Connection.** Water/Sewer service shall consist of facilities to supply water at normal operating pressure of the system to **one residence or place of business at the meter or sewer stub-out.** Water/Sewer service is for the sole use of the member, his agent (s) or tenant (s) **at the location requested,** and does not permit the transfer or cross-connection of water by any means to another dwelling or place of business. Multiple connections are prohibited by association and are unfair to the members of the association. A representative of the association shall have the right at all reasonable hours to enter upon member's premises for the purpose of inspection and enforcement of this provision. A violation of this policy is grounds for a penalty specified (See PENALTIES) or disconnection of service or both.

D. **Connection to Private System.** There shall be no physical connection between any private water system/well and the water system of the association and there shall be no physical connection between any private sewage disposal system and the sewer system of the association. A representative of the association shall 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 service. If a backflow prevention valve is installed, the member will pay for all expenses incurred.

E. **Continuity of Service.** The association will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extension, 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.

### **THE METER/METERING FACILITIES**

III. A. **Metering of Water Service.** Water service will be metered to each individual dwelling or place of business. Several dwellings **shall not** be connected to one meter. Metering facilities shall be installed by the association.

B. **Metering Facilities/ Tampering:** Metering facilities (**Basic Installation**) shall be installed and maintained by the association and shall be paid for by the member. These shall

consist of service clamp, corporation stop, service line (50 ft), meter yoke, meter box, *backflow* device and meter. Tampering with meter facilities is violation of this association's property and may be penalized by the board or prosecuted in court. (Tampering fee will be \$300 first offense and \$600 each additional fees)

C. **Location of Metering Facilities:** Metering facilities shall be located at the main line or member's property line. In special cases where this is not practical, the location shall be agreed upon jointly by the board of directors and the member. Should the location be within the member's property, he/she shall 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.

D. **Meter Accuracy:** Service meters, where errors do not exceed two (2%) percent fast or slow, shall be considered as being within the allowable limits of accuracy for billing purposes.

E. **Meter Testing:** 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.

F. **Meter Reading:** Meters will be read by an association representative on or about the fourth week of each month. If a meter cannot be read, the association will bill the member for the average water used during the prior three months until such time as adjustments can be made for actual water used.

## **BILLING AND PAYMENT OF WATER/SEWER SERVICE**

IV A. **Billing of Water/Sewer Service.** All association members are subject to at least the minimum water and minimum sewer charges as soon as water/sewer service is available, as defined in "Water/Sewer Service". The association's designee shall bill the membership (**monthly**) for water/sewer service from actual meter readings and/or at the rates set forth on the approved water/sewer rate schedule INCLUDED in these Rules. All water metered as used by the member shall be subject to the rate schedule, including water leaked from a member's line.

B. **Payment of Water/Sewer Service:** Bills for water/sewer service are due and payable at the location indicated on the bill or at the location determined by the board of directors on the **18<sup>th</sup> of the month** and become overdue **thirty (30) days after the billing date.**

C. **Overdue Accounts:** Failure to pay for water service will result in disconnection of service (SEE below.)

D. **Delinquent Account/Notification & Disconnection of Services:** Nonpayment after one month (30 days) from the due date will result in the water being shut off from the customer's property, provided customer has been notified of delinquency by mail or posting on the property.

All delinquent members will be notified by mail. The notification shall include the amount due and a due date **five (5) business days** after the date of the notice. Failure to pay at the time specified in the notice shall result in water service being disconnected. To reinstate services, a fee must be paid.

E. **Negotiating Monthly Payment Schedule** (For members only). To avoid disconnection of services, the board and the member may negotiate a monthly payment schedule for the delinquent amount. Provided that at the same time of the agreement, the member pays their monthly bill while paying on the overdue amount. If services are disconnected, the board and the member may still negotiate a monthly payment schedule for the delinquent amount. Services will be reinstated provided that the member pays the reconnection fee and **one hundred (100%)** percent of the overdue amount. If a payment by check for disconnection or delinquency is returned for insufficient funds, the balance due, returned check fee, and any other applicable fees shall be added to the member's delinquency, which thereafter will be required to be paid in cash.

F. **Reconnection of Water/Sewer Service:** Any water/sewer service which has been disconnected due to a delinquent account or for other reasons shall not be reconnected until the account has been paid in full and the applicable reconnection fee of **\$75.00** is paid in full. Subsequent delinquent incidents will result in an increase delinquent fee and will require a deposit.

G. **Termination/Cancellation of Membership.** If a member is delinquent for 6 months after disconnection of services, the amount due shall be considered uncollectible and the membership in default and should be terminated. Any amount due will be reported to a collection agency and a lien will be placed on the property. After that date, a request for reconnection shall be subject to a new **membership fee** requirement. **See fee & Penalty Schedule Summary.**

H. **Water/Sewer to the Seriously Ill.** The Association will not terminate water/sewer service to any residence where a seriously ill person resides provided that:

1. A letter from a practitioner of the healing arts stating that discontinuance of service will endanger that person's life or health is filed with the Association and such letter is updated and filed with the Association every **ninety (180) days** thereafter and;
2. An Affidavit in a form approved by the Association is filed with the Association by the member/customer stating that he/she is without income or property sufficient to pay water/sewer charges and no one in the residence has sufficient income or

property to do so and said Affidavit is updated and filed with the Association every **ninety (90) days** thereafter.

3. The **Association will not terminate sewer service** even if the member/customer fails to comply with 4.H.1 and 4.H.2. Yet, the Association will use any and all legal methods to obtain water/sewer charges due the Association including but not limited to termination of water service; placement of lien on property; and use of collection agency.

### **SERVICE CONNECTIONS BEYOND THE SYSTEM/SERVICE AREA**

**V A. Extension of Water Mains/Sewage Collection Lines for one Individual:**

Mains/Collection lines and service lines laid beyond the association's existing water/sewer system will **be installed to the association's specifications and paid for by the individual applying for membership.** Individuals are not authorized to add service lines to the water and/or wastewater system. The individual must provide an easement to the system.

**B. Extension of Water Mains/Sewage Collection Lines for a Group of Individuals:**

In cases where a group of individuals is applying for membership, the board will consider such extension provided that the cost of such an extension does not cause hardship on the current membership. Land owners seeking membership into the association shall provide easement to the association, should easements be necessary.

**C. Extension of Water Mains/Sewage Collection Lines Not Covered Above:** The board of directors may enter into special service contracts 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 any funding agency review and approval of the contract from the Association has indebtedness.

**FEE & PENALTY SCHEDULE SUMMARY:**

Membership Residential/Commercial:	<u>\$100.00</u>
Administration Fees:	<u>\$100.00</u>
Membership Transfer or Termination Fee:	<u>\$100.00</u>
Basic Water Connection Fee:	<u>\$2,800.00(see page 2 for breakdown)</u>
Residential Water Base Fee:	<u>\$29.96</u>
Commercial Water Base Fee:	<u>\$59.92</u>
Renter's Deposit:	<u>\$100.00</u>
Re-connection:	<u>\$75.00</u>
Insufficient Funds (Bounced Check):	<u>\$35.00</u>
Connection Fee-Commercial/Industrial:	To be determined by Board
Hydrant Meter Deposit Fee: (refundable)	<u>\$850.00(if meter is undamaged)</u>
Hydrant Meter Rental Fee:	<u>\$100.00</u>
Doña Ana County Service Letter:	<u>\$5.00</u>
Copies (black and white) per page:	<u>\$0.20</u>
Copies (color) per page:	<u>\$0.25</u>
Faxes (Local/Toll free or scan) per page:	<u>\$2.00</u>
Faxes (Long Distance) per page:	<u>\$3.00</u>
Open or Close water service after business hours:	<u>\$25.00</u>
Exceptional Claws for Subdivision Fee:	
Membership Fee:	<u>\$100.00</u>
Hookup Fee (material & labor) Fee:	<u>\$1,100.00</u>
Water Rights fee transferred by developer	
Tampering and or cross connection fees:	<u>\$300.00 first offense, \$600.00 each additional offense</u>



**Overdue Accounts:**

- X Subject to **(10% per month penalty of the amount due)** until account is brought current.

**Delinquent Accounts:**

- X *The Association will send disconnection notice after **five (5) days** delinquency.*
- X *The Association will disconnect water service upon nonpayment within close of business day.*
- X *Water service will be **reconnected upon payment of the delinquent amount and reconnection fee has been paid in full.***
- X *1 **Insufficient Funds (Bounced Checks)** transaction by a member or a membership will constitute a requirement for cash payment towards all association business and transactions...*

**Loss of Membership:**

- X *The association can terminate/cancel the membership of delinquent members who have not paid within six (6) months of being disconnected from the system.*
- X *Upon loss of membership the property owner will have to reapply to become a member and pay the current hookup fee before service is re-established to that location.*

**Multiple Connections:**

Multiple connections are prohibited by the Association and are unfair to the members of the association. Failure to abide by these rules will result in disconnection of services and loss of membership.

### Residential Rates Schedule

Base	\$	29.96	for				0	gallons	\$	29.96	plus 5% tax
Tier											
1	1-3,000		gallons	for	\$	3.00	per	1000	gallons		
	1-1,000		gallons		\$	3.00	per	1000	gallons	\$	32.96 plus 5% tax
	1,001-2,000		gallons		\$	3.00	per	1000	gallons	\$	35.96 plus 5% tax
	2,001-3,000		gallons		\$	3.00	per	1000	gallons	\$	38.96 plus 5% tax
Tier											
2	3,001-6,000		gallons	for	\$	4.19	per	1000	gallons		
	3,001-4,000		gallons		\$	4.19	per	1000	gallons	\$	43.15 plus 5% tax
	4,001-5,000		gallons		\$	4.19	per	1000	gallons	\$	47.34 plus 5% tax
	5,001-6,000		gallons		\$	4.19	per	1000	gallons	\$	51.53 plus 5% tax
Tier											
3	6,001-10,000		gallons	for	\$	5.39	per	1000	gallons		
	6,001-7,000		gallons	for	\$	5.39	per	1000	gallons	\$	56.92 plus 5% tax
	7,001-8,000		gallons	for	\$	5.39	per	1000	gallons	\$	62.31 plus 5% tax
	8,001-9,000		gallons	for	\$	5.39	per	1000	gallons	\$	67.70 plus 5% tax
	9,001-10,000		gallons	for	\$	5.39	per	1000	gallons	\$	73.09 plus 5% tax
Tier											
4	10,001-15,000		gallons	for	\$	6.59	per	1000	gallons		
	10,001-11,000		gallons	for	\$	6.59	per	1000	gallons	\$	79.68 plus 5% tax
	11,001-12,000		gallons	for	\$	6.59	per	1000	gallons	\$	86.27 plus 5% tax
	12,001-13,000		gallons	for	\$	6.59	per	1000	gallons	\$	92.86 plus 5% tax
	13,001-14,000		gallons	for	\$	6.59	per	1000	gallons	\$	99.45 plus 5% tax
	14,001-15,000		gallons	for	\$	6.59	per	1000	gallons	\$	106.04 plus 5% tax
Tier											
5	All over 15,001		gallons	for	\$	8.99	per	1000	gallons		
	15,001 and over		gallons	for	\$	8.99	per	1000	gallons	\$	115.03 plus 5% tax
	(ADDITIONAL \$7.50 PER 1000 GALLONS)										for every 1,000 gallons over 15,001

### Commercial Rates Schedule

Base	\$	59.92	for				0	gallons	\$	59.92	plus 5% tax
Tier											
1	1-3,000		gallons	for	\$	4.79	per	1000	gallons		
	1-1,000		gallons	for	\$	4.79	per	1000	gallons	\$	64.71 plus 5% tax
	1,001-2,000		gallons	for	\$	4.79	per	1000	gallons	\$	69.50 plus 5% tax
	2,001-3,000		gallons	for	\$	4.79	per	1000	gallons	\$	74.29 plus 5% tax
Tier											
2	3,001-6,000		gallons	for	\$	5.99	per	1000	gallons		
	3,001-4,000		gallons	for	\$	5.99	per	1000	gallons	\$	80.28 plus 5% tax
	4,001-5,000		gallons	for	\$	5.99	per	1000	gallons	\$	86.27 plus 5% tax
	5,001-6,000		gallons	for	\$	5.99	per	1000	gallons	\$	92.26 plus 5% tax
Tier											
3	6,001-10,000		gallons	for	\$	7.19	per	1000	gallons		
	6,001-7,000		gallons	for	\$	7.19	per	1000	gallons	\$	99.45 plus 5% tax
	7,001-8,000		gallons	for	\$	7.19	per	1000	gallons	\$	106.64 plus 5% tax
	8,001-9,000		gallons	for	\$	7.19	per	1000	gallons	\$	113.83 plus 5% tax
	9,001-10,000		gallons	for	\$	7.19	per	1000	gallons	\$	121.02 plus 5% tax
Tier											
4	All over 10,001		gallons	for	\$	10.79	per	1000	gallons		
	10,001 and over		gallons	for	\$	10.79	per	1000	gallons	\$	131.81 plus 5% tax
	(ADDITIONAL \$9.00 PER 1000 GALLONS)										for every 1,000 gallons over 10,001

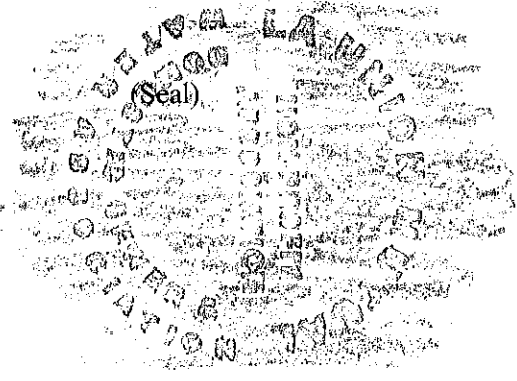
**\*Taxes are not included in the above rates, but will be assessed against the total amount of water sales.**

**\* Industrial rates will be determined by the Board of Directors.**

### SEWER

**To be determined by Board of Directors as service becomes available.**

These Rules and Regulations were adopted by the Board of Directors on May 12, 2022  
and become effective on June 1, 2022.



James D. [Signature]  
President

Evangelina G. [Signature]  
Secretary

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**Present Board Members from La Union MDS&WA.**

- 1. Joe Villalobos**
- 2. Lydia Ramos**
- 3. Elsa Mendoza**
- 4. Georgina Galvan**
- 5. Evangelina Martinez**