

**RULES
AND
REGULATIONS
OF
BIG MESA
MUTUAL DOMESTIC
WATER CONSUMERS
ASSOCIATION**

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INTRODUCTION

In accordance with the Bylaws of the Big Mesa Mutual Domestic Water Consumers Association (“Association”), these Rules and Regulations govern the furnishing of water services and all associated fees. In the event of a conflict between these Rules and Regulations and the Association Bylaws or applicable state or federal law, the more stringent provision shall prevail.

These Rules and Regulations may be amended by the Board of Directors and shall become effective upon Board approval. The Rules and Regulation are available online at www.bigmesa-nm.com.

COMMUNICATIONS

Members are encouraged to contact the Association business office with any questions or concerns regarding billing or water service. Members are responsible for keeping their contact information current with the Association.

Meeting notices, updates, contact information, and current rules are available at: www.bigmesa-nm.com

DEFINITIONS

Account – The official service and billing record maintained for each service connection. Accounts are tied to properties, not individuals.

Association – Big Mesa Mutual Domestic Water Consumers Association (MDWCA)

Board – The Association’s Board of Directors

Billing Cycle – Approximately 30 days between meter readings.

Change of Ownership – Upon transfer of property ownership, the new owner must notify the Association and complete account transfer within 30 days. Failure to do so may result in service disconnection.

Chronically Delinquent – An account that has been more than 45 days past due on three or more occasions within 12 months.

Community Collection Center – Solid waste transfer station as known as transfer station.

Cross-Connection – Any unauthorized physical connection between potable water and a non-potable source. Cross-connections are strictly prohibited.

Cut-Off Valve – A valve installed on the member’s service line allowing the member to shut off water. Installation within three (3) feet of the meter is recommended. All costs are the responsibility of the property owner.

Discontinuance of Service – Termination of water service pursuant to these Rules.

Member – Any person or entity holding a valid membership with the Association.

Pressure Regulating Device – A device that limits water pressure to a safe operating level.

Service/Connection – The physical pipe and related equipment delivering water from the main to the meter.

Tampering – Any unauthorized interference with Association equipment.

Territory – The Big Mesa Addition and surrounding subdivisions currently served, including Hooverville, Mesa Rica, and Cabin Site.

Transfer of Service – The transfer of an existing water account to a new property owner.

CHARACTER OF SERVICE

The Association furnishes water for domestic, commercial, industrial, and sanitary purposes within its authorized service territory in accordance with these Rules and Regulations and the applicable rate schedule.

Scope of service

Because of limited water rights and infrastructure capacity, any request for new water service outside of existing platted lots must receive advance approval from the Association’s Board of Directors.

Residential Service

Residential service is provided to the verified legal owner of a single-family residence or to a vacant land parcel, provided the parcel meets the criteria below and the Association member submits a signed and notarized Association Affidavit:

- No outside discharge or disposal of sewage is permitted for any wastewater (black water or grey water) tank(s) associated with an RV or travel trailer.
- All wastewater must discharge into a properly approved on-site septic system serving the property.

Commercial Service

Commercial service includes, but is not limited to, businesses, apartment complexes, restaurants, lodging facilities, schools, churches, and trailer parks. All commercial

enterprises shall be billed under the commercial rate schedule regardless of whether the business is publicly advertised.

Each meter shall be billed separately unless multiple buildings operate under a single management system and are approved for consolidated billing by the Association.

Commercial and Residential Services Combination

When both residential and commercial uses exist on the same property, all water service shall be billed at the commercial rate unless separate, inspected water lines and meters are installed and approved by the Association. In such cases, each service shall be billed under the applicable rate schedule.

APPLICATION FOR SERVICE

Each applicant for water service must submit the following:

1. A completed and signed Application for Water Service specifying the type of service requested.
2. Proof of ownership, such as a Warranty Deed or fully executed Purchase Agreement.
3. A septic system permit to operate for new septic systems, or a property transfer evaluation form for properties with existing septic systems.
4. A Vacant Land Installation Affidavit, if applicable.
5. Full payment of all applicable fees.

After all required documentation and payments have been received by the Association, and after any necessary permits or approvals from county, state, federal, or other governing authorities have been obtained, water service will be installed within a reasonable timeframe, subject to system capacity and scheduling.

FEES AND CHARGES

The following fees are established by the Association and are subject to change by Board action:

New Installation – \$2,000.00

Applies to properties with no prior water service or to vacant land parcels.

Renew Service – \$1,000.00

Applies to properties that previously had water service but have been inactive for twelve (12) months or longer.

Water Service Reactivation – \$500.00

Applies to properties with prior water service that have been inactive for less than twelve (12) months.

Transfer Fee – \$100.00

Assessed when an account is transferred to a new property owner. The new owner is responsible for this fee.

Membership Fee – \$100.00

Required for all new members who have not previously purchased a membership in the Association.

Reconnect Fee – \$150.00

Charged when service is disconnected due to delinquency or non-payment. This fee is in addition to all outstanding balances.

Tampering Fee – \$300.00

Assessed when any unauthorized person tampers with Association equipment, including water meters. The property owner is responsible for all repair or replacement costs in addition to the tampering fee. Failure to pay will result in immediate disconnection of service.

Property Lien Release Fee – \$50.00

Charged for the removal of a lien placed on a property by the Association. This fee is in addition to any outstanding balances.

Late Payment Penalty

A monthly late penalty of **fifteen percent (15%)** shall be applied to all past-due balances until the account is paid in full.

Monthly Water Rates

Residential Service

- First 5,000 gallons: **\$53.00**
- Solid Waste Collection: **\$12.00**
- Over 5,000 gallons: **\$10.00 per 1,000 gallons**
- Plus applicable taxes

Commercial Service

- First 5,000 gallons: **\$80.00**
- Next 5,000 gallons: **\$25.00 per 1,000 gallons**
- Next 5,000 gallons: **\$35.00 per 1,000 gallons**
- Next 5,000 gallons: **\$45.00 per 1,000 gallons**
- Next 5,000 gallons: **\$55.00 per 1,000 gallons**
- Plus applicable taxes

Commercial customers are responsible for arranging their own solid waste removal service.

BILLING, PAYMENTS AND DELINQUENCY PROCEDURES

Billing

- All bills for water and solid waste collection are issued to members monthly between the first (1st) and fifth (5th) day of each month.
- Bills reflect charges for the previous month's usage and are due and payable by the twenty-fifth (25th) day of the following month.

Payments

- Payments may be made by check, cash, or credit card.
- Mailed payments should be sent to:
Big Mesa MDWCA, P.O. Box 40, Conchas Dam, NM 88416
- In-person payments are accepted at:
 - 216 Big Mesa Ave, Conchas Dam, NM
 - Community Collection Center, 7380 NM Highway 104, Conchas Dam, NM
- Payments may also be made by phone through the Association business office or online at www.bigmesa-nm.com.
- Payments postmarked on or before the 25th of the month will be considered timely.
- The Association will work with any residential member who demonstrates financial hardship and is not chronically delinquent to establish a deferred payment plan for overdue balances.
- Payment plans may extend for up to six (6) months, taking into account the member's circumstances and the financial impact on the Association.
- Service will not be discontinued while a valid payment arrangement is in effect.
- If a member defaults on an approved payment plan, service may be disconnected after seven (7) days' notice by certified mail.

Delinquency Procedures

- **Second Month Delinquency:**
If payment is not received by the 25th following the second billing cycle, Association staff will contact the member by phone or email to address the delinquency.
- **Third Month Delinquency:**
If payment remains unpaid through the third billing cycle, a certified delinquency notice will be mailed advising the member that service is subject to disconnection if payment is not received by the 25th of the following month. The cost of certified mailing shall be added to the member's account.
- **Disconnection Schedule:**
Disconnects for delinquency or nonpayment shall be scheduled on the **twenty-sixth (26th)** day of each month. If the 26th falls on a Friday, weekend, or holiday, disconnection will be scheduled for the next business day.

- **Medical Hardship Protection:**
If, prior to disconnection, the Association receives:
 1. A certificate from a licensed healthcare practitioner stating that disconnection would endanger a person’s life, and
 2. Written proof that the residential member lacks sufficient financial resources to pay the charges,
service shall not be disconnected, regardless of any billing dispute.
- **Restoration After Medical Certification:**
If service has already been disconnected and the required medical certification and financial hardship documentation are received, service shall be restored within twenty-four (24) hours.
- **Restoration After Disconnection:**
Any member whose service was disconnected for delinquency or nonpayment must:
 - Submit a new service application,
 - Pay all outstanding balances,
 - Pay a \$350 security deposit, and
 - Pay all applicable reconnection and service fees.

The security deposit shall remain on account for a minimum of twelve (12) months. If no late payments occur during that time, the deposit may, at the Association’s discretion, be applied to future charges.
- **Member Responsibility:**
Nothing in this section relieves any member of their legal obligation to pay for water service rendered by the Association.

METERS

- All meters used for metered water service shall be owned, furnished, installed, and maintained by the Association. The Association shall bear all costs associated with such meters, except when a meter four (4) inches in size or larger is required for fire protection, standby, or relay service. In those cases, the member shall be responsible for the full cost of the meter.
Prior to installation, every meter—whether new, repaired, or reinstalled—shall be tested and verified to be in proper working order using standard testing equipment. The Association reserves the right to test any meter at any time and as often as it deems necessary.
- If a member requests a meter accuracy test, the Association shall conduct the test provided the meter has not been tested within the previous twelve (12) months. The results of such testing shall be considered final for dispute resolution. If the meter was tested at the member’s request within the prior twelve (12) months and found to be accurate, the Association may assess a \$50.00 testing fee, which shall be added to the member’s bill.
- When one or more consecutive meter readings are missed, the Association may bill the member based on estimated consumption. The estimate shall be based on the member’s normal usage for corresponding periods in the prior

year or preceding months. Once an actual meter reading is obtained, any necessary adjustment shall be made to reconcile the estimate. If a meter stops or fails to register full consumption, the member shall be billed as if the meter reading had been missed in accordance with these provisions.

- The Association shall not be responsible for damage caused by meter leaks. In accordance with the Association's Bylaws, all members are required to install and maintain a personal shut-off valve between the Association's meter and the residence or point of use to ensure full control over water flow.

METER ERROR AND WATER USAGE ADJUSTMENT POLICY

If testing of any service meter reveals an error greater than two percent (2%), the following billing adjustments shall apply:

Fast Meters

When a meter is found to be fast in excess of two percent (2%) at any time, the Association shall refund to the member the amount charged for the water incorrectly metered. The refund period shall be limited to the lesser of:

- The time elapsed since the last meter test, or
- The time since the apparent change in consumption, but in no event shall exceed six (6) months. No portion of any minimum service charge shall be refunded.

Slow Meters

When a meter is found to be slow in excess of two percent (2%) at any time, the Association may bill the member for the water not properly registered. The billing adjustment period shall be the lesser of:

- The time elapsed since the last meter test, or
- The time since the apparent change in consumption, but shall not exceed six (6) months.

Failure to Register

If a meter fails to register water usage for any period, the Association shall estimate charges for the unmetered water by averaging consumption during similar periods either preceding or following the failure, or by such other reasonable methods as may be mutually agreed upon by the Association and the member.

Estimated Billing Due to Inaccessibility or Stoppage

In the event a meter stops registering or is inaccessible for reading, the member shall be billed based on estimated consumption using comparable periods of similar seasonal or historical use.

Water Leak, Theft, or Vandalism Adjustments

The Association may consider adjusting a member's water account when unusually high water consumption results from a verified water leak, theft, or vandalism beyond the member's reasonable control or knowledge, subject to the following conditions:

- A Water Leak Adjustment Application must be submitted within sixty (60) days of the occurrence.
- Only one (1) leak adjustment may be approved per member.
- Any adjustment shall apply to a maximum of thirty (30) days of usage and shall cover no more than two (2) billing cycles.
- The increase in consumption must exceed any recorded consumption during the prior twelve (12) months.
- The member remains responsible for all water consumed. If an adjustment is approved, charged usage may be recalculated at the lowest applicable monthly rate for the approved adjustment period.
- The leak must be fully repaired and a personal shut-off valve installed prior to approval.

Verification Requirements

Acceptable documentation includes one or more of the following:

- Receipt for repair or installation by a licensed plumber,
- Letter on Association letterhead from a licensed plumbing contractor certifying the repair or installation,
- A signed affidavit from the member confirming the repair, accompanied by receipts for parts and photographs of the completed repair.

If the water loss resulted from theft or vandalism, the member must:

- File a police report,
- Take reasonable measures to prevent further incidents (such as installing a faucet lock), and
- Provide the Association with copies of the police report and verification of security measures.

Account Standing and Approval

- Members with delinquent accounts must pay all outstanding charges or have a current payment agreement on file before any adjustment will be considered.
- No refunds shall be issued; approved adjustments shall be applied as account credits only.

- All adjustments are subject to final approval by the Association Board of Directors.

SERVICE CONNECTION

- A charge shall be assessed for each service connection based on the size and type of meter and service can installed, in accordance with the Association's current fee schedule.
- Each member is required to install and maintain a personal shut-off valve or equivalent device on their service line at or near the water meter.
- The Association reserves the right to designate the location of the service entrance to any building. Members must consult the Association for final placement specifications. Failure to obtain such approval may result in costly modifications for which the Association shall not be liable.
- All meters serving a single building or location must be grouped at a common point of delivery, with each meter billed separately. If separate metering is desired for different areas within a building or location, the member must provide sufficient space and appropriate plumbing to accommodate such installations.
- Cross-connections with any other water source are strictly prohibited. No connection shall be made between the Association's water system and any private well or alternate water supply.
- Where operating water pressure is less than twenty (20) pounds per square inch (psi) due to extraordinary conditions and is determined by the member to be insufficient for their needs, the member shall, at their sole expense, install a booster pump and pressure storage system approved by the Association.
- Where operating water pressure at the member's service connection exceeds one hundred twenty-five (125) psi, the member shall install and maintain an approved adjustable pressure regulating device at their own expense.
- At the member's request and sole expense, the Association may conduct an engineering evaluation and recommend equipment necessary to provide adequate service. All special equipment required shall be purchased, installed, owned, and maintained by the member.

TEMPORARY SERVICE AND SPECIAL SERVICE

- Temporary water service shall be provided in accordance with the Association's established Rules, Regulations, and applicable rate schedules for the type of service requested, subject to system availability. In addition to all applicable usage charges, the member shall be responsible for the full cost of installing and removing any facilities required to provide such temporary service.
- Water service for specialized or non-standard uses not covered under an existing filed rate schedule shall be provided only by written agreement between the

Association and the member, with all terms, conditions, and rates expressly defined in such agreement.

INTERRUPTION OF SERVICE

- The Association shall make every reasonable effort to provide continuous and reliable water service. However, the Association shall not be liable for any damages or losses resulting from interruptions or failures in service caused by legal actions, governmental orders, equipment failure, damage to transmission or distribution lines, emergency repairs, or any other circumstances beyond the Association's reasonable control.
- The Association shall not be held liable for damages resulting from temporary interruptions or reductions in service that are necessary for the repair, maintenance, or modification of its transmission or distribution facilities. The Association will make reasonable efforts to provide advance notice of planned service interruptions whenever practicable.

DISCONTINUANCE AND RESTORATION OF SERVICE

Any member requesting voluntary discontinuance of water service must submit a written notice to the Association office. While the Association may attempt to accommodate telephone or verbal requests, only written notice shall constitute official documentation for purposes of confirmation or dispute resolution. Water service shall not be discontinued if the member's account has an outstanding balance unless acceptable payment arrangements have first been established with the Association.

Authority to Discontinue Service

The Association retains the authority to discontinue water service without prior notice to any member for any of the following reasons:

- The existence of a condition identified by the Association as unsafe or hazardous.
- Use of equipment by the member in a manner that adversely affects the Association's system or the quality of service to other members.
- Tampering with, damaging, or deliberately destroying any equipment owned or furnished by the Association.
- Violation of or non-compliance with the Association's Rules and Regulations.
- Failure to allow reasonable access to Association equipment for inspection, testing, maintenance, or repair.
- Delinquency or non-payment of any bill owed to the Association.
- Failure to provide a required security deposit, if applicable.
- Failure to provide required service equipment, permits, certificates, easements, or rights-of-way, or if such authorizations are withdrawn or terminated.
- Failure to pay for prior service of the same class at any previous metering point.
- Indiscriminate or wasteful use of water.

Reapplication After Disconnection

If a member with an outstanding balance for previous water service applies for new service, all unpaid charges must be paid in full before the application will be processed. Additional deposits, reconnection fees, and other applicable charges may also be required before service is restored.

Responsibility For Water Equipment

- The Association shall not be responsible for any piping, plumbing, or fixtures located on a member's premises beyond the water meter.
- Each member is responsible for exercising reasonable care to protect and safeguard all Association-owned equipment installed on or located within their property or under their control.
- Removal, relocation, or unauthorized modification of Association property, including water meters and related equipment, is strictly prohibited.
- The property owner shall be solely responsible for the maintenance, repair, and replacement of all water lines running from the Association's meter to any point of water distribution on the property.
- Every property owner/member is required to install, maintain, and utilize a personal shut-off valve on their service line. Members must use their own shut-off valve to control water flow to the property.

LIMITATION OF USE

Water service provided by the Association shall be used exclusively for the business or residence at the location where the service is connected. Water service may not be resold, transferred, shared, or supplied to any other person, building, or location without the prior written approval of the Association.

ASSOCIATION'S RIGHT TO INGRESS AND EGRESS FROM MEMBER'S PROPERTY

Authorized representatives, employees, or agents of the Association shall have the right of reasonable access to all areas of a member's property during normal business hours for the purpose of inspection, meter reading, testing, repair, replacement, or removal of Association equipment.

If access is denied, delayed, or obstructed, the Association may suspend water service until reasonable access is provided.

FIRE HYDRANTS

Water may be drawn from a fire hydrant solely for fire protection purposes. Any other use of a fire hydrant is strictly prohibited unless expressly authorized in advance by the Association through a written permit or special agreement. Unauthorized use of a fire

hydrant may result in fines, service disconnection, and liability for any resulting damages.

GENERAL RULES WITH RESPECT TO LARGE USERS OF WATER

Prior to purchasing or installing any equipment that will require large or rapid volumes of water, members must consult with the Association to receive guidance on proper installation methods and to determine the conditions under which water service will be supplied.

The Association reserves the right to limit or restrict the size of service connections, outlets, and appliances used for storage tanks, hydraulic equipment, private fire protection systems, or any other use that may result in excessive water demand or significant pressure fluctuations within the Association's water system.

LINE EXTENSION POLICY

Whenever an extension of the Association's distribution lines is required to serve an applicant or group of applicants, such extension shall be subject to the following terms and conditions:

- **Association Board Review:**
All proposed water line extensions and related details must be presented to the Association's Board of Directors for review and approval at a regularly scheduled Board meeting conducted in compliance with the New Mexico Open Meetings Act.
- **Review Considerations:**
In evaluating a proposed line extension, the Board shall consider, including but not limited to:
 - Anticipated water usage
 - Availability and acquisition of water rights
 - Proof of legal property ownership
 - Required easements and rights-of-way
 - All construction and installation costs
 - Membership fees and any required new rate structure
- **Financial and System Feasibility:**
The Association is not obligated to extend water lines where doing so would be financially impractical or would place an undue burden on existing members. Factors considered shall include elevation, terrain, available water volume in existing mains, and any physical or logistical conditions that may increase costs.
- **System Standards:**
All distribution lines and related facilities installed by the Association shall be

properly sized and constructed in accordance with the Association's long-term system development plan and applicable engineering standards.

- **Rights-of-Way:**
New members shall, at no cost to the Association, provide all required easements and rights-of-way across property owned or leased by the applicant and shall assist the Association in securing any third-party easements necessary to provide service.
- **Special Development Agreements:**
Under unusual or unique circumstances, a line extension may be authorized through a separate long-term written agreement, provided that the terms of such agreement do not adversely affect existing members.