

# *SANTA FE COUNTY*

## *RESOLUTION No. 2012-88*

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### **A RESOLUTION APPROVING AND ADOPTING CUSTOMER SERVICE POLICIES FOR WATER CUSTOMERS OF THE SANTA FE COUNTY WATER UTILITIES**

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**WHEREAS**, Santa Fe County owns and operates a utility system (“Santa Fe County Water Utilities”), which provides water services to residential and non-residential customers in certain areas around the County; and

**WHEREAS**, the Santa Fe County Board of County Commissioners has set as its ultimate goal to extend safe and reliable water supply services to all residents of Santa Fe County, and

**WHEREAS**, the Board of County Commissioners desires to provide these services fairly and equitably and within the parameters and standards that are customary in the water supply industry;

**WHEREAS**, it is the goal of the Board of County of County Commissioners to issue these policies in a clear, concise and user-friendly format, that will be available for immediate access in the County’s web site.

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESOLVES AND PROCLAIMS AS FOLLOWS:**

1. Santa Fe County Water Utilities Customers Service Policies attached hereto as “Exhibit A” is hereby adopted.
2. Approval and adoption of this Resolution rescinds Santa Fe County Resolution No. 2003-149.
3. Any resolution or policy of the County that is inconsistent herewith shall be, and hereby is, rescinded.

**PASSED, ADOPTED AND APPROVED** this 10th day of July, 2012

SFC CLERK RECORDED 08/01/2012

BOARD OF COUNTY COMMISSIONERS

*Liz Stefanics*

Liz Stefanics, Chair

APPROVED AS TO FORM:

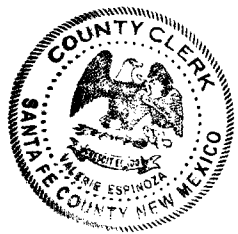
*Stephen C. Ross*

Stephen C. Ross, County Attorney

ATTEST:

*Valerie Espinoza*

Valerie Espinoza, County Clerk



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 39

I Hereby Certify That This Instrument Was Filed for  
Record On The 1ST Day Of August, 2012 at 12:30:22 PM  
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Deputy *Marcella Catzar* Witness My Hand And Seal Of Office  
Valerie Espinoza  
County Clerk, Santa Fe, NM



# SANTA FE COUNTY WATER UTILITY

## CUSTOMER SERVICE POLICIES

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**POLICY NO. 1 - Short Title, Authority, Effective Date and Purpose**

**1.1 Short Title:** These policies shall be known as the “Water Utility Customer Service Policies.”

**1.2 Authority:** These policies are adopted by the Board of County Commissioners of Santa Fe County pursuant to Resolution 2011-\_\_\_\_\_.

**1.3 Effective Date:** These policies shall become effective immediately upon their filing with the Santa Fe County Clerk.

**1.4 Purpose:** The purpose of the Water Utility Customer Service Policies (“Policies”) is to address water service furnished by the Santa Fe County Utility (“Utility”) in the service area described below. These policies are intended to promote safe and adequate service to the public and to provide standards for uniform and reasonable practices. These policies shall remain in effect until amended or repealed.

Nothing herein shall prevent the Utility, through action of the Board of County Commissioners, from adopting additional Customer Service Policies to cover special circumstances.

Copies of the Customer Service Policies are available at the Utility's main office and on the County website.

SEC. CLERK RECORDED 68/01/2012



## POLICY No. 2 - Definitions

**2.1 Definitions:** The following definitions are applicable wherever these terms are used in these Policies:

- A. "County" means Santa Fe County, a political subdivision of the State of New Mexico.
- B. "Board" means the Board of County Commissioners of Santa Fe County.
- C. "Chronically Delinquent" means the status of a customer whose service has been disconnected on three (3) or more occasions by the County Water Utility during the prior twelve (12) months for non-payment of a monthly invoice; or a customer who has not paid a Utility invoice on the date that a subsequent invoice is rendered on three (3) or more occasions.
- D. "Cross-Connection" means any physical connection or arrangement between two (2) otherwise separate piping systems, one (1) of which contains potable water and the other contains water of unknown or questionable quality or origin, whereby water may flow from one system to the other.
- E. "Customer" means any person, firm, association, partnership or corporation, or any agency of the federal, state, or local government, being supplied with, and/or responsible for payment of, water services provided by or supported by the Utility.
- F. "Delinquent" means the status of a bill rendered to a customer for water service which remains unpaid fifteen (15) calendar days following the due date on the customer's invoice.
- G. "Discontinuance of Service" means an intentional cessation of service of water service which was not requested by a customer.
- H. "Dwelling Unit" means one (1) room or several rooms under a single roof that constitute a separate, independent housekeeping establishment for owner occupancy or rental or lease, and that is physically separated from any rooms or dwelling units that may be under the same roof and but contain independent cooking and sleeping facilities. A dwelling unit may include, but is not limited to, a single family house, an apartment unit, a condominium unit, a mobile home, or a guest house. It does not include a motel or hotel unit or similar transient lodging or rest homes, nursing homes or similar institutional facilities.
- I. "Mutual Domestic Water Consumers/Users Association" means associations organized under Laws 1947, Chapter 206, Laws 1949, Chapter 79 or Laws 1951, Chapter 52, as well as any association organized under the provisions of the Sanitary Projects Act, Section 3-29-1, NMSA 1978 *et seq.*, that are eligible to be integrated into the Santa Fe County Utilities Service Area. The wholesale service shall require the installation of a compound meter, and the meter charge will be based on the rate of the smaller size of the meter arrangement.

J. "Non-Residential Service or Use" means water service provided to a unit other than single family residence or dwelling. Non-residential water service shall also apply where the water meter(s) serves a combination of residential and Non-Residential services not associated with home occupations.

K. "Point of Delivery" means the point where the facilities of the County Water Service connect to the facilities furnished by the customer.

L. "Pressure Regulating Device" means a fixture designed to maintain a set water pressure at its immediate downstream side which is less than the inlet pressure on the receiving end (inlet) of the device. This is also referred to as a "PRV" or Pressure Reducing Valve.

M. "Rate Schedule" means a list of the charges, conditions of service and other similar information provided to the customer, in connection with the provision of water service.

N. "Reconnection Charge" means a charge applied to a customer's account at the time application is made for reconnection of County Water Utilities service where service has been previously suspended.

O. "Residential Service or Use" means service where a single water meter serves only one dwelling unit for normal domestic water use, provided that such use is limited to the occupants of the dwelling, and their guests, not open to the general public. The use may also be associated with the dwelling units such as home occupation, as permitted by the County, residential swimming pools and spas, as well as residential landscaping.

P. "Service Line" means the pipe between a distribution water main and the County Water Utility's water service meter.

Q. "Special Service" means a service provided to a customer by the County Water Utility which is not subject to the rate schedule. Such services shall be subject of a standard service initiation agreement approved administratively by the County Water Utilities, so long as the anticipated use does not exceed fifty acre-feet per year (50 afy).

R. "Service Fee" means the billing or charges for the provision of water service other than providing water.

S. "Utilities" or "Utility" means the County Water Utility owned and operated by or on behalf of Santa Fe County for the supply of potable and non-potable water, as well as the collection, treatment of wastewater and reuse of treated wastewater effluent, and whose office is located at 424 NM 599, Santa Fe, New Mexico 87504.

T. "Water Pressure" means the gauge pressure of water within a pipe measured in pounds per square inch (PSI) above atmospheric pressure and abbreviated herein as "pounds."

U. "Water Service" means the general term for furnishing the customer with potable or non-potable/raw water.

V. "Wholesale Type 1 Service or Use" means the provision of or use of potable water by a customer class that is private or public that purchases a high volume of potable water from the County on a regular basis.

W. "Wholesale Type 2 Service or Use" means the provision of or use of non-potable or "raw" water by a customer class that is private or public that purchases raw water from the County on a regular basis.

REC. CLERK RECORDED 08/11/2017 2:02/18/08

**POLICY No. 3 - Class of Service**

**3.1 Class of Service:**

A. Water service to a customer will be provided at the rates approved by the Board applicable to the rate class to which the customer is assigned, usually one of the following unless a different rate is established by contract:

- Residential;
- Non-Residential;
- Mutual Domestic Water Consumers Association;
- Wholesale-1; and
- Wholesale-2.

B. The customer shall provide the Utility with all relevant information concerning the water service, including but not limited to information regarding the use of the property, the use of the water, the amount of water to be used, any special or unique requirements, and the number of fixture units. The Utility reserves the right to determine the class of service and therefore the rate to be charged, based upon the actual use of the water, the use of the property, the zoning of the property and other relevant information.

C. The customer may request a change in the rate class provided the following are met:

- (1) The new use is appropriate for the rate class requested.
- (2) All necessary piping changes required to conform to metering requirements of the applicable rate schedule are met. All necessary piping changes shall be made at the expense of the customer.
- (3) All applicable metering requirements of Policy No. 15 are met, at the expense of the customer.
- (4) A non-residential customer may apply for a residential rate so long as a residential use is established to the satisfaction of the Utility. The customer shall provide all relevant information regarding the use of the property and the number and use of dwelling units. Upon verification by the Utility that a residential rate is appropriate, the change in classification may be approved.
- (5) Any change in rate class shall be permanent.
- (6) No retroactive credit shall be applied to a customer account for water consumption prior to the county's approval of an application for a change of classification.

REC'D BY: RECORDED 08/01/2012

## **POLICY No. 4 - Application for Service, Connection, Reconnection and Inspection**

**4.1 Application for Service:** Applications for water service shall be made at the Utility business office, in person. Applications shall be in a form prescribed by the Utility. Any utility extensions necessary to comply with this policy shall be made in compliance with Policy No. 16, Line Extension.

### **4.2 Written Contract:**

A. An individual written contract is required for any class of customer who requires an extension of facilities to receive service.

### **4.3 General Delivery Conditions:**

A. The Utility reserves the right to limit each customer to a maximum daily average usage. Prospective customers whose water consumption is anticipated to be more than fifty (50) acre-feet per year shall require a special service agreement to be approved by the Board prior to receiving service.

B. The Utility shall supply water service within a reasonable time after the application or agreement is approved, but only after any necessary permits have been obtained. It is the responsibility of the customer to comply with all applicable laws and to obtain the necessary permits from governmental authorities. If, due to circumstances beyond the control of the Utility, service cannot be furnished within a reasonable length of time, the customer shall be advised promptly regarding the delay.

C. New or additional service will be limited to available unreserved capacity in production, transmission and distribution facilities, and commensurate with the Utility's available water rights. In all cases where existing facilities are limited, the Utility may require a written contract for a suitable initial contract period, adequate to warrant the investment and reservation of capacity required to render such service.

**4.4 Reconnection:** A reconnection fee shall be paid by an applicant for transfer of existing water service or for water service which has been previously disconnected from the Utility. In addition to the reconnection fee, the applicant shall pay all delinquent fees and charges owed to the Utility prior to reconnection.

**4.5 Inspection:** The conditions of piping and character of installation on the premises shall be subject to inspection by the appropriate governmental inspection agency and the County Utility, and if such piping and/or installation is found to be faulty, the Utility may refuse to provide water service until such faulty installation has been corrected to the satisfaction of such appropriate governmental agency and/or the Utility. The Utility does not assume the responsibility for such inspections and shall not be held liable for failure of such piping or installations.

## POLICY No. 5 – Payment of Bills

**5.1 Monthly Billing:** The County shall provide a monthly bill to every customer in accordance with applicable Rate Schedule.

**5.2 Concurrent and Multiple Locations:** When billing for concurrent service at a residential premises the usage and charge attributable to each such service shall be clearly set forth on the bill. Water service to multiple locations billed to a single customer shall be separately stated for each location.

**5.3 Residential Payment Due:** All bills for water service to residential customers are due when mailed, and are payable within twenty (20) calendar days from date mailed.

**5.4 Non-Residential Payment Due:** All bills for water service to non-residential customers are due when mailed, and are payable within twenty (20) calendar days from the date mailed.

**5.5 Disconnection:** A customer is subject to disconnection when an invoice becomes delinquent.

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**POLICY No. 6 – Security Deposits/Guarantee of Payment**

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**6.1 Residential Security Deposits or Guarantees:** The County may require a security deposit or other guarantee of payment as a condition of new or continued services to a residential customer in any of the following situations:

A. Where a residential customer has not previously had utility service with the Utility or has not established an acceptable payment history (a residential customer who has not established an acceptable payment history but previously received utility service in the name of a spouse may, at the discretion of the Utility, use the spouse's utility service history as an alternative);

B. A chronically delinquent customer;

C. As a condition of reconnection of service following an involuntary discontinuance of service by the County; or

D. A customer who in an unauthorized manner has interfered with or diverted the service of the County to the customer's premises.

**6.2 Methods to Establish Acceptable Credit Rating for Customers:** The County Utility may require a customer to demonstrate an acceptable credit rating as a condition of receiving service. A residential customer may establish an acceptable credit rating in any reasonable manner, including but not limited to the following:

A. Owning or purchasing a home;

B. Being regularly employed on a full time basis for at least one (1) year;

C. Demonstrating an adequate regular source of income; or

D. Providing adequate credit references from a commercial credit source or a utility where the customer had prior utility service.

A customer whose credit is not acceptable may provide a guarantor or a security deposit in lieu of demonstrating an acceptable credit history; any guarantor shall demonstrate an acceptable credit history.

**6.3 Hardship:** A residential customer or prospective residential customer may, as an alternative to demonstrating an acceptable credit history, may establish that the customer has inadequate financial resources to deposit security because of the customer's income, elderly status, disability, or other considerations. The County may waive the requirement of a security deposit in whole or in part.

**6.4 Refund of Deposits, Termination of Guarantees for Residential Customers:** Any residential customer who has not been chronically delinquent for the twelve-month period from

the date of providing a security deposit or guarantee shall promptly receive a credit or refund in the amount of the deposit or shall be permitted to terminate any guarantee or demand return of a deposit. If the amount of the deposit exceeds the amount of the current bill, the residential customer may request a refund in the amount of the excess and apply the deposit to the current bill, but only if such excess exceeds ten dollars (\$10). If the residential customer fails to qualify for a refund of a deposit or guaranty on the first anniversary date of the deposit, the account shall be reviewed on each succeeding anniversary date. Unclaimed deposits shall be handled as provided by law.

**6.5 Security Deposits or Guarantees for Non-residential Customers:** If the Utility requires a deposit or guaranty from a non-residential customer, the Utility shall establish the terms and conditions under which that deposit or guaranty will be collected and refunded at the time the customer files an application for service. The terms and conditions will be a condition of service and will be maintained with the customer's records.

**6.6 Amounts of and Accounting for Security Deposits and Guarantees:** The Utility's security deposit policy is as follows:

A. A security deposit or guaranty shall be in a face value equal to one and one-half (1 ½) times the customer's estimated maximum monthly bill.

B. Each customer posting a security deposit or guaranty shall receive in writing at the time of tendering the deposit or guaranty a receipt as evidence of the deposit or guaranty. The receipt shall contain the following minimum information:

- (1) the name of the customer;
- (2) the date of the security deposit;
- (3) the amount of the security deposit and;
- (4) a statement of the terms and conditions governing the security deposit, retention, and return of deposits.

**6.7 Records of Deposits:** The Utilities shall keep records of deposits and issue receipts of deposits.



## POLICY No. 7 – Disputed Bills/Settlement Agreement

**7.1 Disputed Bills/Investigations:** The Utility agrees to promptly investigate any question raised by a customer concerning the accuracy of a bill or the accuracy of metering (if applicable). If, after investigation, a bill is determined to have been erroneous, the Utility shall provide a corrected bill as promptly as circumstances permit, or give credit on the next bill. If, after investigation, the bill is determined to be correct, the Utility shall use its best efforts to explain its findings to the customer.

**7.2 Settlement Agreements:** When the Utility and a customer settle a dispute concerning an outstanding bill, or when a customer does not dispute liability for an outstanding bill or bills but demonstrates an inability to pay, the Utility and the customer may enter into a written settlement agreement. The Utility is not required to enter into a settlement agreement with a chronically delinquent residential customer. However, if a chronically delinquent residential customer can demonstrate to the Utility that the residential customer has inadequate financial resources to pay the outstanding bill without participation in the settlement agreement or if the residential customer has low income and is elderly, disabled, or subject to other special considerations, the Utility may give special consideration to such residential customer in determining whether to extend a settlement agreement to that residential customer. The terms of a settlement agreement reached by telephone shall be confirmed in writing and mailed or delivered to the residential customer.

### **7.3 Installment Payments:**

A. Every settlement agreement involving an inability to pay an outstanding bill in full when due shall provide that service will not be discontinued if the customer pays a reasonable portion of the outstanding bill upon signing the settlement agreement and agrees to pay the remaining outstanding balance in reasonable installments until the bill is paid.

B. For purposes of determining reasonableness the parties shall consider the following:

- (1) the size of the outstanding balance;
- (2) the customer's ability to pay;
- (3) the customer's payment history;
- (4) the time that the balance has been outstanding;
- (5) the reasons why the balance has been outstanding; and
- (6) any other factors relevant to the customer's service.

C. A settlement agreement to pay an outstanding past due balance on a bill does not relieve a customer from the obligation to pay future bills on a current basis.

D. If the customer has entered into an installment plan pursuant to a settlement agreement the customer shall receive a statement of:

- (1) the actual service charges incurred for the current billing period;

- (2) the amount of the installment payment due;
- (3) the total amount due [i.e., the sum of (a) and (b)]; and
- (4) an acknowledgment of previous installment payments.

**7.5 Failure to Comply with Settlement Agreement:**

A. If a customer fails to comply with a settlement agreement, the County may discontinue service pursuant to these policies.

B. Nothing in this section shall preclude the County and a customer from renegotiating the terms of a settlement agreement.

2012/11/08 09:58:12 REC'D CLERK RECORDED 88/11/2012

## POLICY 8 - Service Connection

### 8.1 *Service Connection:*

A. A separate service connection is required for each legal lot of record. Separate meters may be required for separate dwelling units within a legal lot of record as described in Policy No. 15

B. All new customers shall be responsible for the installation of the following items, performed by a licensed plumber in good standing and acceptable to the Utility unless these items are already in place at the point of delivery: (i) a service tap on the existing line; (ii) a service line; and (iii) a meter box and meter. In addition, the customer shall demonstrate that a shut-off valve is in place as part of the dwelling's plumbing so that water flow to the dwelling's water system can be interrupted in case of an emergency. Such valve shall be located in an accessible place for easy operation by the customer.

C. No cross-connection with any other source of water shall be made to a customer's piping which is connected to the Utility's lines. The customer shall be responsible for installing any necessary devices, in accordance with relevant state and local codes, to allow no cross-connection between Utility water lines and any other source of water. A backflow preventer may be required. See Policy 8.3 (below).

D. An adjustable pressure regulator approved by all appropriate governmental agencies and the County Utility shall be installed by the customer at the customer's expense, on all new services before water service will be connected and it shall be so located as to control the pressure in the customer's entire piping system.

E. All piping and plumbing installations made by the customer or under responsibility of the customer shall comply with all applicable state and local laws.

### 8.2 *Pressure:*

A. A pressure, generally within the range of thirty (30) to one hundred thirty (130) pounds per square inch (PSI) will be provided under normal circumstances. The Utility shall be solely responsible for defining normal pressures within each pressure zone. Where applications for service are received which would involve service to elevations either above or below the established elevation, special engineering and economic studies may be required, and the customer may be required to install additional equipment. All circumstances will be taken into account in determining the feasibility of rendering service and where feasible the extensions will be made subject to the provisions outlined in Policy No. 16 and, if applicable, Paragraphs B or C below.

B. Where the normal water pressure is determined by the customer to be less than required, the customer shall install a booster pump and pressure storage tank in compliance with applicable codes and state agency permits. The design for any such installation, including an approved backflow prevention device, shall be submitted to the relevant governmental agency

for a permit and the Utility for review. No installation shall be made without the appropriate permit, and a letter certifying installation compliance by the permitting agency shall be submitted to the Utility prior to service being authorized.

C. Where the normal water pressure is determined by the customer to be greater than required, the customer shall install the appropriate pressure regulating device.

**8.3 Fire Protection, Standby and Irrigation:**

A. The entire cost of installation required for customer fire protection service, standby service or for irrigation service shall be borne by the customer.

B. The monthly minimum charge shall be made to cover normal customer accounting costs, plus anticipated operating and maintenance, repairs, and replacement costs for all County facilities required, plus a reasonable capacity charge for off-site water facilities held in reserve for use on demand of the customer.

C. An approved backflow prevention device shall be installed by the customer in the fire, standby or irrigation line between the meter and the yard line.

**8.4 Meter:**

A. All 3/4", 1", 1 1/2", and 2" service meters shall be installed by the Utility. The meter shall be installed inside a meter box provided by the customer. The customer shall be responsible for the cost of the meter installation, and shall be responsible for providing the meter box. The meter box provided by the customer shall be installed by a licensed plumber, at the customer's expense. The customer shall be responsible for the monthly meter charge set forth in the applicable rate schedule.

B. Meters shall comply with Policy No. 15.

C. Only authorized Utility personnel shall be authorized to open meter boxes/vaults, operate any valves inside such box or otherwise handle, repair, replace the equipment inside meter boxes/vaults.

**POLICY No. 9 – Discontinuation/Suspension and Denying Restoration of Service**

**9.1 Discontinuation/Suspension of Service:**

A. The Utility may discontinue or suspend water service in the manner described herein.

B. Discontinuation or suspension shall occur only between the hours of 8:00 a.m. to 4:30 p.m., Monday through Thursday. Service shall not be discontinued for these reasons less than twenty-four (24) hours prior to a holiday or weekend unless the Utility's designated business office is open for receipt of payment and Utility personnel are available to restore such service upon payment. All other discontinuation of service may occur as necessary.

C. Any customer whose service is discontinued under the provisions of this section shall be required to pay the reconnection fee, in addition to all other applicable fees and charges stated in the Rate Schedule, before service will be resumed.

D. The Utility may discontinue service without notice to the customer when the following occurs:

(1) A condition is determined by the Utility to be hazardous or a threat to the public health and safety.

(2) A customer tampers with, damages or destroys the equipment furnished and owned by the Utility.

(3) The Utility reasonably suspects or identifies an unauthorized use or service connection.

(4) The Utility suspects or determines that a severe loss of water exists at the point of delivery.

E. The Utility may discontinue service upon twenty-four (24) hours advance notice to the customer when the following occurs:

(1) The Utility reasonably suspects or finds evidence of excessive waste of water by a customer.

(2) If after the twenty-four (24) hour notice, the customer fails to either correct the condition causing excessive use or to demonstrate, to the County's satisfaction, that the condition is not correctable or that it would require longer than 24 hours to correct.

F. The Utility may disconnect service upon three (3) days advance notice to the customer when the following occurs:

(1) If the customer refuses to grant access to Utility staff, during reasonable hours and after having been shown proper credentials and identification, for the purposes of inspection, meter reading, maintenance or replacement;

(2) The Utility reasonably suspects that a minor leak exists;

(3) The customer fails to furnish such service, equipment, permits, certificates, and/or rights-of-way, as specified by the Utility as a condition of service, or in the event that such equipment or permission is withdrawn or terminated.

(4) A customer fails to fulfill contractual obligations for water service, other than payment arrangements.

G. The Utility may disconnect service upon fifteen (15) day advance notice to the customer, and reasonable efforts to contact by phone, when: (i) a charge or fee remains unpaid for a period of thirty (30) days from the due date on the bill; (ii) the customer fails to comply with the terms of a payment arrangement; or (iii) in the event of a chronic delinquency. The Utility shall also take reasonable steps to communicate with a customer, by telephone or personal contact, at least two (2) days prior to the actual date of discontinuance of service in order to obtain payment.

#### **9.2 *Medical or Financial Hardship.***

A. A customer may contact the Utility in the event a medical or financial hardship exists which warrants relief from the timely payment of a utility bill or bills.

B. The Utility will not disconnect water service to a customer when disconnection would adversely affect a seriously ill person or persons, or when the customer is experiencing financial hardship that results in an inability to make a payment.

C. A customer may document a medical hardship by filing with the Utility a medical certificate. An approved medical hardship shall be adequate to delay discontinuance of water service for thirty (30) days. At the Utility's option, it may delay service discontinuance for an additional time, not to exceed one hundred twenty (120) days. Additional time may be granted in the discretion of the Utilities Director. The Utility shall promptly notify the customer in writing how long it deems the medical hardship to exist. If the circumstances on which the hardship is based change, the customer may inform the Utility and seek additional relief. The Utility may require additional certification as it deems necessary. If service has been discontinued, the Utility shall re-establish service within twelve (12) hours of receipt of a properly completed medical certificate.

D. Utility employees in contact with a customer shall note any information which is made known to the employee regarding a serious illness or life endangering health condition of a resident. Such information shall be immediately reported in writing to the employee authorized to prevent discontinuance. That employee may delay the discontinuance order if it is apparent

that a medical certificate will be received. Any decision to delay without a properly completed medical certificate shall be documented in the customer's billing file.

E. If a residential customer has arranged with the Utility to participate in a third party notification program, the Utility shall not discontinue service to the customer for a delinquency prior to:

(1) contacting the designated person, organization or governmental agency by phone or in writing at least ten (10) days prior to the proposed discontinuance of service; and

(2) making a determination that the designated person, organization or governmental agency has not made a commitment to assist payment of the delinquent account or compliance with the payment arrangement within a reasonable period of time.

**9.3 Notice of Discontinuation/Suspension of Service:**

A. Notice of discontinuance or suspension of service shall be made as described in this subsection.

B. Notice shall include the following:

(1) Each notice shall be in English and Spanish;

(2) Each notice shall provide the reason(s) why service will be discontinued, the cost of reconnecting service; information concerning a medical hardship; a blank medical certificate; and a blank affidavit of financial hardship.

C. The notice shall also include the following:

(1) The amount owed and the date by which the customer must either pay the amount due, or enter into a payment arrangement with the Utility;

(2) The billing period that is the subject of the Utility's action (the date and amount of the last payment shall be available on request);

(3) The customer's right to appeal a portion of the bill which the customer disputes, while paying that portion which is not in dispute; and

(4) the title(s), address, telephone number(s) and working hours of the designated Utility staff responsible for carrying out the rights described in this section.

C. Delivery.

(1) Twenty-four (24) and forty-eight hour notices shall be personally-delivered to the service address and shall be deemed effective immediately upon delivery. Personally-delivered notices may be posted in a conspicuous place (i.e., taped to the front door) if the

customer is not at the residence or is not responding to a knock on the door or ring of the doorbell.

(2) Fifteen (15) day notices shall be mailed to the customer's billing address and shall be deemed effective three (3) days from the date of the letter being mailed.

SPC CLERK RECORDED 08/01/2012



**POLICY No. 10 – Estimated Bills**

**10.1 Estimated Bills Prohibited/Exceptions:**

A. The Utility will not render a bill based on estimated usage to a customer, other than a seasonally billed customer, unless:

- (1) The Utility is unable to obtain access to the meter;
- (2) A meter is defective or has been tampered with or bypassed; or
- (3) Weather conditions prohibit meter readings.

B. If the Utility is unable to obtain an actual meter reading, it shall attempt to contact the customer and attempt to obtain access to the premises or undertake reasonably practical alternatives to obtain a meter reading. The Utility shall maintain accurate records of the reasons for each estimate and of the efforts made to secure an actual reading for no less than twelve (12) months.

C. The Utility will not render a bill based on the estimated usage for more than two (2) consecutive billing periods, nor for an initial reading or a final bill unless otherwise agreed to by the customer and the Utility, or when the Utility is unable to obtain access to the customer's premises for the purpose of reading the meter or weather conditions prohibit meter readings or where other force majeure conditions exist.

D. If the Utility underestimates a customer's usage and subsequently seeks to correct the bill, the customer shall be given an opportunity to participate in an installment payment plan with regard to the underestimated amount.

**10.2 Meter Reading:** Meters will be read as nearly as possible at regular monthly intervals; provided, however, that if one month's meter reading is missed, the Utility may, subject to Paragraph 10.1(C) above, bill the customer on an estimated consumption and the difference adjusted when the meter is read again. The basis for this estimate shall be the normal consumption for corresponding periods in the preceding year and/or normal consumption of preceding months. At the first reading subsequent to the non-reading the rate structure shall be taken into account when adjusting the bill.

SFC CLERK RECORDED 09/01/2012

## **POLICY 11 - Responsibility for Water Service Equipment**

**11.1 Utility Responsibility.** The Utility will design, install, own, operate and maintain the Utility system(s) up to the point of delivery to the customer. The point of delivery to the customer is the meter.

### **11.2 Customer Responsibility.**

A. The customer shall install, own and maintain all water service equipment beyond the point of delivery.

B. The customer or property owner must exercise due care for the protection of the equipment on the customer's premises that is owned by the Utility.

C. In accepting service, the customer agrees that no one except the employees of the Utility shall be allowed to make an internal or external adjustment of any meter or any other piece of equipment on the customer's premises that is owned by the Utility.

D. Facilities or equipment necessary for any special requirements shall be installed and maintained by the customer.

E. Authorized agents or employees of the Utility, carrying proper identification, shall have unrestrained access to all parts of the premises of the customer at all reasonable hours for the purpose of inspecting, testing, repairing, installing or removing equipment on the customer's property that is owned by the Utility. If such duly authorized agents or employees, after showing proper identification, are refused admittance or hindered or prevented from making such inspections, the service may be disconnected in accordance with Policy 9.

**11.3 Stoppage or Obstruction of Service.** The Utility shall not be responsible for the stoppage, obstruction or breaks in facilities or lines of the customer's responsibility.

## **POLICY No. 12 - Interruption of Service**

**12.1 Interruption of Service.** The Utility reserves the right to interrupt service for a reasonable period of time for maintenance and repairs.

**12.2 Reporting Interruption.** The Utility shall strive to furnish adequate, efficient and reasonable service. Interruption of service must be reported promptly by the customer. The Utility will endeavor to restore service within a reasonable time given the cause(s) of interruption.

### **12.3 Reasonable Diligence and Planned Shut-off Notice.**

A. The Utility will use reasonable diligence to furnish a regular and uninterrupted supply of water; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Utility, including but not limited to those caused by vandalism, accidents, strikes, legal processes, damages to transmission or distribution facilities of the Utility, repairs or changes being made to the Utility's transmission or distribution facilities.

B. The Utility will endeavor to give reasonable notice in advance of any planned shutoff.

C. In the event of an emergency or unforeseeable event, the Utility may shut-off water with little or no advance notice.

**12.4 Contract for Services.** A customer whose service requirements exceed those normally provided must advise the Utility of the requirements in advance and may be required to contract for additional facilities as may be required. The Utility will not, under any circumstances, contract to provide one hundred percent (100%) reliability.

**POLICY No. 13 - Miscellaneous**

**13.1 Stand-by Charges.** The Utility shall apply a stand-by charge to all customers who own a legal lot of record which abuts or adjoins a Utility water distribution line which is currently tapped or can be tapped for water service connections. The amount of the charge is listed on the adopted rate schedule.

**13.2 Acceptable Standards.** The Utility may adopt from time-to-time a set of minimum design and construction standards to be used by all customers obtaining service from the Utility.

**13.3 Unauthorized Connections.** Domestic water service furnished by the Utility to any customer shall be used only in connection with such customer's residence, dwelling, or building to which the Utility's water service is piped. No additional facilities or supplies shall be connected to the existing service nor shall service be piped from one residence, dwelling, or building to another residence, dwelling or building without first obtaining a written permission to do so and without first complying with any such requirements.

**13.4 General Provisions of Customer's System.** The piping system on a customer's premises shall be inspected and approved by the appropriate governmental inspection agency before water service will be connected. The system may also be inspected by the Utility. Cross-connections and/or backflow possibilities revealed by any inspection shall be eliminated before water service is provided to a new customer or continued to an existing customer. The Utility does not assume the responsibility for inspections and shall not be held liable for failure of customer's piping or installation; however, the Utility will cooperate with both the customer and the responsible governmental agency to effect changes necessary in the piping system or installation, in order to provide or continue to provide water service without undue delay.

**13.5 Rates and Miscellaneous Charges:** The rates and miscellaneous charges of the Utility shall only be those authorized by the Board. Complete schedules of all rates and miscellaneous charges legally in effect will be kept at all times at the Utility's main office and shall be available on the County's internet website.

**13.6 Water Conservation:** Water conservation shall be enforced pursuant to Sana Fe County Ordinance 2002-13.

STC CLERK - RECORDED - 08/01/2012

## POLICY No. 14 - Temporary Services

**14.1 Temporary Service.** Where service connections are available, temporary service may be furnished to a customer; provided, however, that the customer shall pay, in addition to the cost of service rendered under the applicable rate, the cost of installing and removing, or of connecting and disconnecting the necessary facilities required to provide such service.

**14.2 Temporary Service Rates.** The rate to be charged for water supplied under temporary service will be in accordance with the appropriate Rate Schedule. A contract may be required to establish terms of service for large volume or other specialized use.

**14.3 Billing Name.** Where water service is supplied directly to a construction trailer or other temporary or portable structure, the Utility may require that the application for service be in the name of the owner of the real estate on whose land the trailer or other portable structure is located. In such case, the monthly bill will be suitably identified as may be requested by the property owner, but it will be addressed to the property owner, and the property owner will be responsible for payment of same. For such temporary service, the applicable rate schedules shall apply.

**14.4 Installation and Removal Cost.** Where water service is supplied to construction trailers, office trailers or other portable and temporary structures, the customer shall pay for the all the costs associated with installation and removal cost of the service. Payment shall be made in advance of construction in accordance with approved rate schedule.

**14.5 Limitations of Temporary Service.** The Utility reserves the right to deny any type of temporary service request, or to define the conditions under which such a service would be provided. See Policy No. 17, Limitations and Restrictions of Use of Water. Continuous service under normal conditions to existing customers shall take priority over customers receiving temporary service.

## POLICY No. 15 - Meters

**15.1 *Separate Meters Required.*** Applications requesting service after July 12, 2011 shall comply with the following:

- A. All dwelling units shall be separately metered.
- B. All new buildings shall be separately metered. All existing buildings requiring water service for each part of the building, if the part is or may be occupied by a separate owner or tenant, may be separately metered.
- C. Separate meters shall be required for outdoor irrigation by a non-residential customer, unless the irrigated area is less than 1,000 square feet.
- D. Compound meters shall be required for privately owned and operated fire lines. The Utility shall determine the size and location of the compound meter. Installation of the compound meter and associated equipment shall be the customer's responsibility.

**15.2 *Ownership of Meters.*** All meters used in connection with water service under ¾" diameter shall be furnished, installed, maintained, repaired, replaced, and owned by the Utility. Utility access to meters shall never be obstructed and a wall or fence should not be placed around a meter. Customers shall be responsible for removing, at their expense, any obstructions placed above or around a meter.

### **15.3 *Location of Meters.***

- A. The Utility shall specify the meter location and point of delivery to any premises, at the curb, property line or alley, and the Utility shall be contacted for exact information locating the point of delivery before any piping of customer's system has been started. If such information is not obtained by customer in writing, the Utility shall not be held liable in any way and will not assume any responsibility.
- B. When a building or property includes more than one unit requiring separate meters, all of the meters shall be grouped adjacent to each other and shall be individually numbered and identified according to the units served.
- C. In order to provide service from the nearest water main installed in public right-of-way, a customer's meter and the water line connecting the meter to a structure will be relocated when a water main is installed in a public right-of-way which abuts customer's property. This will only be required when the project is undertaken to improve the customer's water service and to eliminate water mains on private easements wherever possible.

**15.4 *Unauthorized Setting or Moving of Meters.*** No person shall set, re-set or move a water meter without first obtaining written permission from the Utility and complying with all relevant requirements.

**15.5 Meter Size.** The size of the water meter shall be as determined by the Utility based upon the customer classification and the information provided by the customer on the anticipated use at the property.

**15.6 Meter Reading as the Basis for Service.** Meter readings by the Utility shall be the basis for monthly invoicing for water supplied to any customer. When in dispute with invoice amount the customer shall contact the water utility within one week of receipt of the invoice.

**15.7 Meter Stoppage or Failure:** In the event of the stoppage of or the failure by any meter to register the full amount of water delivered, or of the inaccessibility of the meter, the customer will be billed for such period on an estimated consumption based upon use of water in a similar period of like use; provided, however, that such period shall not exceed six (6) months.

SEC CLERK RECORDED 08/31/2012

**POLICY No. 16 – Line Extension**

**16.1 Line Extension Required.**

A. Whenever a customer requires utility service for which the applicable distribution line, spine line, transmission line or other utility infrastructure is presently inadequate to provide service, the customer shall, as a predicate to being provided service by the Utility, provide all necessary infrastructure to accomplish the connection. When a customer advances utility infrastructure pursuant to the previous sentence, a line extension project agreement shall be entered into by and between the customer and the Utility that contains all relevant details of the project including the obligation of the customer to advance the infrastructure and to pay all costs related thereto. If improvements to the applicable distribution line, spine line, transmission line or other utility infrastructure desired by the customer are planned for construction by the Utility but not completed at the time service is desired, the customer may elect to wait until the necessary infrastructure is provided by the Utility without having to advance the cost of the infrastructure, unless the infrastructure is provided by another customer pursuant to a line extension project agreement, in which case the provisions of paragraph H, below, may apply.

B. Prior to a customer undertaking any construction of a new distribution line, spine line, transmission line or other utility infrastructure as described in the previous paragraph, the work shall be reviewed and approved in design form by the Utility; the work shall not proceed without the approval of the Utility. All design work shall be performed by a registered engineer in the State of New Mexico. Any construction of a new distribution line, spine line, transmission line or other utility infrastructure as described in the previous paragraph shall in all cases also provide adequate fire protection service including fire hydrants, and all appropriate meters and service lines. The minimum distribution line size for adequate fire protection shall be eight (8) inches in diameter. The minimum size of a spine line or transmission line will be determined by the Utility, taking into account the factors described in the next paragraph.

C. The design of any new distribution line, spine line, transmission line or other utility infrastructure shall take into account future needs of the Utility as determined by Utility Department, general County land use and infrastructure planning, County capital improvement planning, and the infrastructure needs generated by the customer project. In the event that the future needs of the Utility exceed the needs created by the customer project, the Utility may, in a line extension project agreement, contract with the customer to pay the incremental cost to upgrade the customer's project to meet the Utility's future needs. If the Utility lacks the resources to reimburse the customer for the incremental cost, the customer and the Utility may, in a line extension project agreement, agree that the customer may have a credit against utility bills in the amount of the differential cost, so long as the differential cost will be fully credited within twenty (20) years.

D. A line extension project shall extend the line so that it abuts all the property to be eventually served.

E. A line extension project will not be approved by the Utility and shall not be constructed if the Utility has inadequate capacity to serve the customer, if the line extension



would affect service to existing users, or if the line extension would create an unreasonable burden on the Utility. The Utility, in all cases, has the discretion to approve, deny or approve with conditions, any proposed line extension project.

F. Each line extension project shall be constructed, to the extent feasible, within existing public roads. A line extension may be located on a private easement or other private property only if an unrestricted easement is obtained for the project, in perpetuity, in a form acceptable to the Utility and the County Attorney.

G. Where a special situation exists with a proposed line extension project, such as an incompatible pressure zone, difference in elevation, poor terrain, poor volume of water in the portion of the system proposed to be modified, or other technical issues, the customer shall provide necessary infrastructure to address the situation or wait to complete the line extension project until future Utility projects address the situation.

H. New customers desiring water service from a new distribution line, spine line, transmission line or other utility infrastructure that was provided by a customer as a line extension project after the effective date of this policy, shall pay a fee to connect to the new infrastructure. The fee shall represent a pro rata share of the cost of the improvements provided by the customer, indexed for inflation. The amount of the pro rata fee to be paid shall be reimbursed, less an administrative fee of 3%, to the customer originally providing the a new distribution line, spine line, transmission line or other utility infrastructure, so long as the new connection occurs within ten (10) years of the completion of the acceptance of the improvements by the Utility. This paragraph applies to a distribution line, spine line, transmission line or other utility infrastructure that was provided solely to provide fire flow.

I. New customers desiring wastewater service from a new distribution line, spine line, transmission line or other utility infrastructure that was provided by a customer as a line extension project, shall pay the fee described in Ordinance No. 1998-16 (as amended by Ordinance No. 2010-16).

J. If a reimbursement is determined by the Utility to be required pursuant to the previous two paragraphs, the Utility shall invoice the new customer for the appropriate amount and, upon receipt thereof, shall refund said amount to the customer.

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## POLICY No. 17 – Limitations and Restrictions of Use of Water

**17.1 Large Quantities of Water.** Prior to approving any development, improvement or activity which will use large or unusually large quantities of water, the Utility shall be consulted for its approval of such service and for the terms and conditions under which the water will be supplied to the premises of the customer.

**17.2 Resale of Water.** Resale of water service or the furnishing of water service to others by customers will not be permitted except where such resale or furnishing of service is provided for in the applicable rate schedule (Wholesale-1, Wholesale-2 and Mutual Domestic customers), or in a written agreement between the customer and the Utility.

**17.3 Limitations.** The Utility reserves the right to limit the size of service connections or openings through which its service is furnished and to prohibit the customer's waste or the flow of excessive quantities of water which exceed or strain the capacity of the Utility for supplying water to all customers. Noncompliance of this rule by any customer shall constitute grounds for discontinuing service in accordance with Rule No. 9, Discontinuance and Denying Restoration of Service.

SFC CLERK RECORDED 88/21/2012

**POLICY No. 18 – Complaint Procedures**

**18.1 Inquires or Complaints:** Inquiries or complaints concerning the application or interpretation of these Policies may be made to the Utility either in person, by telephone or in writing. The customer shall direct the initial inquiry or complaint to those persons designated by the Utility to resolve such complaints on behalf of the Utility.

**18.2 Written Complaint to Director:** In the event that the customer is not satisfied with the action of such Utility representative, the customer may direct a written complaint to the Utility Director. Such written complaints received by the Director shall be fully investigated and a written decision shall be provided to the customer by the Director. Any customer who does not file a written complaint with the Director within sixty (60) days of the decision or action of the Utility which is the subject of the complaint shall waive any right to contest such decision or action.

SFC CLEAR RECORDED 09/11/2012

**POLICY No. 19 – Requirements of Contracts**

**19.1 Contract Not Required.** Special written contracts are normally not required from customers receiving service under the applicable residential or non-residential Rate Schedule who do not require a line extension agreement, or whose anticipated water demand is less than fifty acre-feet per year (50 afy).

**19.2 Contract Required.** All customers not covered by the preceding paragraph will be provided service only after the customer executes either the Utility's standard water delivery agreement for water service or, in special cases, an appropriate contract approved by the Board.

**19.3 Contract Clauses Required.** All contracts between the Utility and its customers shall contain, but not be limited to, the following clauses:

A. The Utility reserves the right to modify the rates set forth herein at any time, and from time to time, through the adoption of new rate schedules or rules and regulations by the Board, and the rates, terms and conditions of service hereunder shall be deemed modified at such time as such rate schedules or rules and regulations become effective.

B. Nothing herein contained shall be construed to prevent or prohibit customer from asserting or claiming any right before any legally constituted body to which it may be entitled.

**19.4 Standards of Installation.** All customer installations shall comply with the Plumbing Code of the State of New Mexico and any other legally applicable codes.

## POLICY No. 20 – Fire Protection

**20.1 Fire Hydrants.** In order to assure proper operation of fire hydrants, no water shall be drawn through any fire hydrant for any other purpose than fire protection, except by Utility maintenance staff and as provided by special permit from the Utility.

**20.2 Extension to Fire Hydrant Service.** In the event Utility's main line is inadequate to provide fire hydrant service as requested by the customer, refer to Line Extension, Policy No. 16.

**20.3 Fire Hydrant Standards.** In the event that an installation is authorized for the fire hydrant to be connected to a privately owned fire line extension, such a hydrant shall be properly metered in accordance with provisions of these policies as well as other applicable provisions of County Ordinance and State law. Fire line, fire hydrant and meter shall meet the Utility standards for public water infrastructure, and the meter shall be sized properly for the fire flow expected. Sizing of a private fire line and meter specifications shall be prepared by an engineer properly licensed in New Mexico, and approved by the Utility.

**20.4 Rates.** Refer to Rate Schedule for fire hydrant charges.

### **20.5 Fire Protection Service.**

A. A customer desiring private fire protection service, in addition to regular water service, shall make such request in writing to the Utility prior to construction of the fire protection service.

B. If water main facilities are available for such service as determined by the Utility, the customer will install, at his/her own expense, a complete and separate piping system extending and connecting to the Utility's facilities. This may include a meter pit of sufficient size to house the necessary valves, meters, piping, etc., specifications of which shall be prepared by an engineer properly licensed in New Mexico, and approved by the Utility. The location of this pit will be determined by the Utility.

C. The Utility will furnish and install the necessary metering at the expense of the customer. In addition, customer shall pay a monthly fee for the service, which will depend on the size of fire protection service line and meter required.

D. In the event the Utility's water mains are inadequate to provide the requested fire protection service or if extension of a main line is required, refer to Policy No. 16, Line Extension.

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## Policy No. 21 – Large Users

**21.1 General Limitations.** In general, the Utility reserves the right to limit the size of service connections or openings through which service, other than fire protection under Section 20 above, is furnished for filling storage tanks, locomotive tenders, hydraulic equipment, private fire service, or other uses capable of drawing large volumes of water and thereby causing undue fluctuations of pressures in portions of the Utility's system.

**21.2 Equipment Purchase.** Before a customer proceeds with the purchase of any equipment which will necessitate the use of large quantities of water within short periods of time, the Utility shall be consulted for advice as to the best method of installation and for information concerning the conditions under which the water will be supplied to the premises of the customer.

**21.3 Information.** Service information will be supplied to the new customer upon application to the Utility for service.

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## POLICY 22 - Water Conservation Policy

**22.1 *Applicable:*** Pursuant to Santa Fe County Ordinance No. 2002-13, this water conservation policy applies to all residential and non – residential water customers of the Santa Fe County Water Utility. Any water use on land that is designated by the County Assessor as farmland or ranchland is exempt from this policy and Ordinance 2002-13.

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