



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr. • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

Agenda

The following are the items for consideration at the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors on June 6, 2019, convening at 9:00 a.m. at the Doña Ana Mutual Domestic Water Consumers Association Board Room 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

Approval of Agenda

Minutes:

1. Minutes of 5-16-2019 Regular Meeting

Approval of New Members & Meters

Customer Issues and Public Input

Public Input will be limited to 3 minutes per person

Board President Report

Staff Reports

2. Executive Director

New Business

Consent Agenda

None

Unfinished Business

3. Approval of Amended Resolution 2018 – 04 Water Rights Policy
4. Approval of Resolution 2019 – 08 Rate Increase
5. Approval of Resolution 2019 – 09 Customer Policies
6. Approval of Resolution 2019 – 10 10% Match CIF-4910
7. Approval of Resolution 2019 – 11 10% Match CIF-4911
8. Approval of Employee Handbook
9. Task Order #2 - Water and Wastewater Development Standards and Specifications

Board Open Discussion

Adjournment

A copy of this agenda may be requested by phone by calling (575) 526-3491 or in person at 5535 Ledesma Drive, Las Cruces, NM 88007. If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter, if summary or other type of accessible format is needed, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Stephanie Suggs at (575) 526-3491 on the Tuesday prior to the meeting or as soon as possible.

New Meter New Members

Name	Address	District	Meter Inst.	Water Rights	Impact fee	Membership	Sewer Conn.	Sewer Imp.	Total Cost
Rafael Medina	80 Horseshoe	2				\$75.00			\$75.00
Jamie Rodriguez	65 Horseshoe	2				\$75.00			\$75.00
Jose and Martha Aguirre	1912 River Ct	2	\$1,255.00	\$1,750.00	\$1,642.00	\$75.00			\$4,722.00
James s Lopez	3014 San Lorenzo	3				\$75.00			\$75.00
Alfredo Contreras	3034 San Lorenzo	3				\$75.00			\$75.00
Herburlun Mack	3035 San Elizario	3				\$75.00			\$75.00
Teresa Nevarez	3265 El Camino Real	3				Existing Member			\$0.00
Melissa Trewern	1869 Maverick	4				\$75.00			\$75.00
Shelley D Reeder	4064 Cherry Cider	4				\$75.00			\$75.00
Ivan A Torres	2820 Sarah Lee Wooten	4	\$1,255.00	\$1,750.00	\$1,642.00	\$75.00			\$4,722.00
Octavio Rodriguez	1492 Vista Del Cerro	5				\$75.00			\$75.00
Ray L Smith	8057 Willow Bloom	5	\$1,255.00	\$1,750.00	\$1,642.00	\$75.00	\$1,560.00	\$1,943.00	\$8,225.00
Karen Pofal	8133 Willow Bloom	5	\$1,255.00	\$1,750.00	\$1,642.00	\$75.00	\$1,560.00	\$1,943.00	\$8,225.00
Total									\$26,494.00



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The following are the minutes of the Regular Board Meeting of the Doña Ana Mutual Domestic Water Consumers Association Board of Directors, May 16, 2019 convened at 9:00 a.m. in the Doña Ana Mutual Domestic Water Consumers Association Board Room located at 5535 Ledesma Dr., Las Cruces, NM 88007:

Call to Order & Roll Call

President Melton called the meeting to order at 9:00 a.m. and called roll:

Vice President – Jamie Stull, Excused Absence

Secretary/Treasurer – Kurt Anderson, Present

Board Member – Paul Maxwell, Present

A Quorum was declared

Others in Attendance:

Legal Counsel – Josh Smith

Members of the Public – Wes Koerpeg, Martin Pillar, David Ballard, Samantha Barncastle-Salopek, Mike Hart, Mike Guzman, Tony Lara

Approval of Agenda

Dr. Maxwell moved to approve the agenda for the May 16, 2019 Regular Board Meeting as presented; the motion was seconded by Dr. Anderson. The Chair called for discussion of the motion. Executive Director Jennifer Horton requested we move Item Six in Unfinished Business to directly after Customer Input. This would allow us to address the public that is here for this item early as the Staff Reports will take some time today. Dr. Maxwell amended his motion to accept the change. Dr. Anderson seconded the motion.

The Chair called for a vote on the amended motion. The motion carried by roll call vote 3-0.

Minutes

Dr. Anderson moved to approve the Regular Board Meeting Minutes of May 2, 2019 as presented; the motion was seconded by Dr. Maxwell. The Chair called for discussion of the motion. Dr. Maxwell requested minor editorial changes to page two and page four regarding typographical errors. Dr. Anderson amended his motion to accept the changes; Dr. Maxwell seconded the motion. The Chair called for a vote on the amended minutes; the motion carried by roll call vote 3-0.

New Members & New Meters

Dr. Anderson moved to approve the New Members and New Meters list as presented. Dr. Maxwell seconded the motion. The Chair called for discussion of the motion. We have fifty-six (56) names on the list; eleven (11) are existing members with new meters, and twenty-six (26) are new members. The Chair called for a vote on the motion; the motion carried by roll call vote 3-0.

Customer Issues and Public Input

Mr. Ricky Christian approached the Board to inquire why the price is one-thousand-five-hundred dollars to reinstall a meter on a property? Ms. Horton advised our connection charges include the labor, materials, and all items necessary to complete the installation; staff time, permits, density's, and equipment are all factored in. Mr. Christian disagrees with the price as there is already an existing line. Ms. Horton clarified that an entirely new service is installed to ensure efficiency. Mr. Christian advised the previous owner had the meter pulled about two years ago because he did not want to pay the base fee for an empty

lot. He does not agree with the new installation fees. Dr. Maxwell advised the fees are a part of the cost of running the Association.

Mr. Mike Hart presented to the Board concerns regarding the road conditions of El Camino Real and is questioning when the pavement will be completed. Ms. Horton advised all of the contractors in the area have provided us a June timeframe as everyone is in the middle of a project. Once the dates can be resolved we do have a contract available. We have asked ten contractors and only received three bids back. Ms. Horton advised we have placed additional traffic controls to try to help, however we cannot force traffic to slow down and abide by the safety measures in place. Mr. Lara asked about filing a claim under the Association insurance. Legal counsel advised the public would have to utilize their own insurance company and allow insurance to follow their process.

Mr. Mike Guzman addressed the Board to also voice his concerns regarding the road conditions of El Camino Real. He has submitted photos showing irresponsible drivers and the road conditions. Ms. Horton advised we are following all traffic control laws. Mr. Melton suggested the public contact local law enforcement. Mr. Guzman lives near the area. The dust in the area gives the appearance of fog and drivers are flying through the area. Even when the area is watered it is dry by the afternoon. Ms. Horton will continue to send staff out to water and we can add additional slow speed signs to try to assist. Mr. Guzman advised he will also attempt to contact the local law enforcement.

Unfinished Business Item Six

Dr. Anderson moved to approve the Amended Resolution 2019-04 Water Rights. Dr. Maxwell seconded the motion. The Chair called for discussion from the public first and then the Board will respond. Mrs. Samantha Barncastle-Salopek addressed the Board and acknowledged their appreciation to work through the development of this policy. The

implementation date has changed with additional details under the requirements. Developers will have to have a County approved preliminary plat submitted in order to operate under the old policy with the water rights fee. Mrs. Salopek-Barncastle referred to what the City of Santa Fe has and proposed a fee structure that further breaks down how each lot is assessed water rights. Ms. Horton asked if Santa Fe has the ability to restrict water. Mrs. Salopek-Barncastle advised they do have the mandate restrictions available for water. Ms. Horton advised we do not have the ability to restrict water.

Wes Koerpeg from KT Engineering approached the Board and also thanked the Board for allowing the input for this policy. Vista Rancho has one plat approved and is in the review of finalizing an additional two. The process of approval does take longer than the thirty days this draft allows and is requesting further review of the start date. Dr. Maxwell asked when their Master Plan was created. Mr. Koerpeg advised it was completed two-and-a-half years ago, with two additional phases that need to be submitted. Mr. Smith advised we are not attempting to hurt anyone's development; the goal is to give a reasonable deadline with this revision. Ms. Horton questioned how long, start to finish, it takes for approval through the County. Mr. Koerpeg believes it took over a year for their Master Plan but does not see the additional phases taking that long.

Mrs. Salopek-Barncastle clarified the average time frame is ninety-days. Mr. Marty Pillar clarified their subdivision is within City limits and is requesting the wording be updated on the Resolution. He does have a preliminary plat and is ready to submit for their next phase. Mrs. Salopek-Barncastle inquired if the half-acre foot is negotiable and referred to the rate structure that Santa Fe has developed. What happens if a household does not use this amount of water? Ms. Horton advised this is our average usage. We do not have the ability to restrict water the way a municipality does. The way we are able to address conservation is through our rate structure. There are abilities that the City of Santa Fe has

that we do not have. Mrs. Salopek-Barncastle questioned the potential for windfall for the homes that do not use this much water and suggested writing an internal policy for restricting water. Mr. Melton advised the Board can review this. Mrs. Salopek-Barncastle inquired about the blank on paragraph seven. Mr. Smith clarified this was intentionally left blank as surface water has no value. This document is a draft to work through the details. Mrs. Salopek-Barncastle advised EBID does not allow the conversion of surface water rights to ground water. Mr. Smith stated the one-half-acre-foot has been the policy in place, why is this an issue now? Mrs. Salopek-Barncastle clarified this is due to the price hike. Mr. Smith advised that we have to charge the membership the fair market value, the same as a developer. Mr. Melton reminded this is a draft document and our water rights policy has the potential for review based off of the fair market value of water. Mr. Smith can add wording that addresses the fair market attempts, and the value of water rights after a professional appraisal on each review.

Dr. Anderson reminded our policies have the potential for review and amendments. Dr. Maxwell advised he does believe we need to review our water rights fee to ensure we are abiding by the fair market value pricing. We do not want exorbitant fees as we review the wording in this draft. Due diligence is important in the search for water rights as we cannot provide water if we do not have it. We do not have a bank of water but can simplify the wording and suggested removing the EBID paragraph. Ms. Horton agreed with removing the EBID wording and with the review of the fair market wording. Dr. Maxwell inquired about the implementation date. Ms. Horton agreed with ninety days. Mr. Smith suggested October first to allow for possible delays at the City or County. Mr. Melton reassured we are not trying to hurt any development; however, we do have a responsibility to the membership of this Association.

Dr. Maxwell made a motion to table the Amended Resolution 2019-04 Water Rights; the motion was seconded by Dr. Anderson. The Chair called for further discussion. The motion carried by roll call vote 3-0.

A recess was called at 10:19 a.m. The meeting was called back into session at 10:28 a.m.

Board President Report

Mr. Melton reported he has completed letters addressing the public input at the previous meeting for Mr. Melendrez and Mr. Harris wanting a larger meter than necessary. The flow dictates the size of the meter.

Staff Reports

Ms. Horton summarized the reports from Customer Service, Operations, Financials, and Projects. We do have a vacancy in Customer Service. Well two is back online, and well eight is pulled for maintenance. We are still waiting on the approval for well fifteen as it is in review in Massachusetts. We are close to completion for well eleven. The pump had a manufacturer default that has been repaired. We look forward to preventative maintenance in lieu of pulling wells for repairs. A booster pump is being repaired in Picacho Hills and the new tank is online. Smith Co has not called for final for Southeast Collection Phase II with six items outstanding. We have struggled to find an available contractor for the paving on El Camino Real. This is not a large job and is not a priority for contractors who already have multiple jobs under contract. We have matching funds that need to be met that are recommended for the paving expense. Via Norte has one item pending; the paint on the tank. The wastewater treatment plant is moving slowly with the bulk of large materials still pending. Phase III of Southeast Collection will go to bid in June. Phase IV has been funded by Colonias Infrastructure for eight-hundred-thousand dollars. We are already being affected by the tariff changes as one contractor has pulled out of the pre-bid for Phase III

of Southeast Collection. Colonias Infrastructure has also funded two-hundred-twenty-five-thousand dollars for the Village of Dona Ana's design and rehab of the lift station and force main. We have submitted our application to USDA for funding the entire Southeast Collection system. At this time, it has been indicated that we may be awarded sixteen million dollars for this project. The funding would include connection fees and decommissioning of septic tanks. The award would be a fifty-five/forty-five grant/loan split. We do have connection requirements that we have to meet in order to make this a viable project and will be hosting public meetings to encourage the connections. USDA funding does take time; this will most likely be a three-year process from start to construction finish.

New Business

None

Unfinished Business

Dr. Maxwell moved to approve Task Order #1 for Contract 2019-01. Dr. Anderson seconded the motion. The Chair called for discussion. Ms. Horton advised our new engineering firm refers to their contracts as task orders. This contract will allow for construction observation on the Rancho de Gallo subdivision. The contract is split between this fiscal year and the next. This will allow more efficiency on the overall project. The Chair called for a vote on the motion. The motion carried roll call vote 3-0.

Open Discussion

Dr. Anderson would like to see the wording updated on the water rights resolution and further review of the fair market value for our water rights policy. Mr. Melton addressed the connection fee is not the simplicity of hooking up a meter. As such, is there a way for more transparency in our wording? Mr. Melton advised we do need to address the

landscape meter in West Mesa. The meter is still in place, turned off. Ms. Horton advised we are preparing their final letter to come to a resolution of who will take over the meter. Mr. Melton will share the email he received from a member in that area.

Adjournment

Dr. Anderson moved to adjourn at 11:30 a.m., with a second from Dr. Anderson. The Chair called for a vote on the motion. The motion carried by roll call vote 3-0.

Kurt Anderson
Secretary/ Treasurer

Date

Dona Ana Mutual Domestic Water Consumers Association

Amended Resolution Number 2019-_____

WHEREAS, the Board of the Dona Ana MDWCA met at the regularly scheduled board meeting at the Dona Ana MDWCA Offices, Dona Ana, New Mexico on Thursday _____, 2019 at 9:00 a.m.; and

WHEREAS, water rights are necessary for the Association to provide clean drinking water to its customers; and

WHEREAS, the development of land within the association service area for residential purposes requires increased amounts of water and water rights for the Association; and

WHEREAS, the Association policies effective July 1, 2018 require new connections and new developments to provide water rights or pay a water rights fee when connecting to the system; and

WHEREAS, the Board desires to require developers of subdivisions except family exempt subdivisions comprised of ten (10) lots or more, regardless of lot size, to provide water rights to the Association to meet the needs of the subdivision;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Dona Ana MDWCA that the following policy applied to all applications for water service submitted to the Board by subdividers, developers or commercial users beginning July 1, 2019 unless the Applicant has submitted a Dona Ana County or City of Las Cruces approved subdivision plat by September~~June~~ 30, 2019.

1. Any development proposing to connect to the Association that is ~~comprised of ten~~ not a family exempt subdivision~~(10) lots or more~~ shall be required to transfer ownership of sufficient water rights to meet the needs of the subdivision.
2. The developer must provide the Association with the water rights information at the time service is requested so that the proposed water rights can be evaluated for suitability. The developer may submit water rights information at any time during the development and plan approval process for evaluation. The Association shall notify the Developer within thirty (30) days of the date of submission of the water rights information if the proposed rights are suitable and acceptable to the Association.
3. The water rights transferred to the Association must be groundwater rights with a priority date not later than 1960 in the amount of ½ of an acre foot per year (consumptive use) for each house, single family residential lot, or residential unit (i.e. within multiple unit apartments, etc. sought to be served by Dona Ana Mutual Domestic Water Consumers Association. The Association shall determine on a case by case basis, the water rights conveyance requirement for commercial,

industrial or similar type of use other than residential, that is proposed to be served by the Association, if it has the ability to serve such commercial or industrial uses.

4. The Office of the State Engineer may also determine the amount of water rights required to serve the effected land to be a different quantity. The Board of Directors shall accept the larger of the amount of needed water rights as between the Office of the State Engineer's determination and the Board's as set forth in this policy.
5. Prior to connecting any new connections in a subdivision, the developer must change the point of diversion and place of use of the water rights to the Association's closest point of diversion.
6. Upon approval by the Office of the State Engineer of the change of place of use and point of diversion, the developer shall transfer ownership of the water rights to the Association.
7. Where it can be shown to the satisfaction of the Association that a parcel of land identified in an application does not have appurtenant pre-1960 groundwater rights and after due diligence and reasonable efforts the Developer is unable to obtain sufficient water rights at the then current fair market value as determined by a current appraisal of the water rights by a licensed appraiser, the Association in its discretion may allow the Developer to pay to the Association a sum equivalent to the value of the amount of water necessary to offset the consumptive use that would result from the existing and future development of the lands effected in the application. Until changed by Resolution of the Board of Directors, the sum is fixed at \$3,500 per acre-foot of groundwater rights ~~and \$_____ per acre foot of consumptive use EBID surface water rights~~. The cash payment shall be made at

a time designated by the Board of Directors, after considering the application, but shall be before delivering water service. The manner of payment shall be determined by the Board of Directors of the Association.

8. The Association shall determine the acceptability of all groundwater or surface water rights proposed for conveyance and may reject those deemed inadequate due to later priority dates or other matters of concern to the Association based upon Office of the State Engineer records, EBID records or other public records.
9. All conveyances of water rights provided for in this policy shall comply with applicable laws of the State of New Mexico, rules and regulations and applicable permit or license conditions of the New Mexico Office of the State Engineer.
10. If any portion of this policy shall be declared unconstitutional or invalid by a judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not ~~effect~~affect any of the remaining portions of this policy.
11. This policy shall be interpreted pursuant to the laws of the State of New Mexico.

Passed by the Board of the Dona Ana MDWCA this _____ day of ~~June~~May 2019.

Seal:

Jim Melton, President

Jamie Stull, Vice-President

Kurt Anderson, Secretary/Treasurer

, Member-at-Large

Paul Maxwell, Member-at-Large



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RESOLUTION # 2019-08

A RESOLUTION ADOPTING THE RATE ANALYSIS AND RATE CHANGE FOR WATER AND WASTEWATER

WHERE AS, the Board of Directors of Doña Ana Mutual Domestic Water Consumers Association (“Association”), Doña Ana, New Mexico, has reviewed the Rate Analysis for water and wastewater; and

WHEREAS, said Rate Analysis was developed as a financial plan to determine cash needs, reserves, revenue requirements, and anticipated timing of utility costs in order to ensure adequate funds are available to meet these requirements as they occur.

WHEREAS, as a result of the Rate Analysis it is determined that a change in the usage schedule of the rates is necessary in order to generate sufficient revenue to insure continued sustainability of the Association.

WHEREAS an official meeting of the Board of Directors for the review of the Rate Analysis was advertised in compliance with the New Mexico Open Meetings Act; and

WHEREAS it is the majority opinion of this Board that the proposed Rate Analysis and subsequent Rate Increase meets the requirements as currently determined for the Association.

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, DOÑA ANA, NEW MEXICO:

1. The accompanying Rate Chart will be the approved and will be effective July 1, 2019 for Doña Ana Mutual Domestic Water Consumers Association.
2. The Board of Directors will review the rates annually to ensure the Association continues to be self-sustaining and will be adjusted appropriately.
3. The Resolution # 2019 – 08 overrides any and all other existing rates

PASSED, APPROVED and ADOPTED by the Board of Directors at its regular meeting of June 6, 2019.

(Seal)

James F. Melton, President

ATTEST:

Kurt Anderson, Secretary/Treasurer

FY 2020 Rate Increase

Monthly Base Charge				
Meter Size				
Meter Size	Current Rates Water	New Rates Water	Current Rates Wastewater	New Rates Wastewater
5/8 inch	\$ 18.32	\$ 18.96	\$ 16.41	\$ 16.90
3/4 inch	\$ 18.32	\$ 18.96	\$ 16.41	\$ 16.90
1 inch	\$ 25.84	\$ 26.74	\$ 17.03	\$ 17.54
1 1/2 inch	\$ 38.38	\$ 39.72	\$ 18.07	\$ 18.61
2 inch	\$ 93.56	\$ 96.83	\$ 22.63	\$ 23.31
3 inch	\$ 230.51	\$ 238.58	\$ 34.02	\$ 35.04
4 inch	\$ 282.40	\$ 292.28	\$ 47.07	\$ 48.48
6 inch	\$ 815.89	\$ 844.45	\$ 82.30	\$ 84.77

Water Usage Rates Per 1,000		
Gallons	Current Rate	New Rate
0 - 4,999	\$ 2.16	\$ 2.24
5,000 - 9,999	\$ 2.88	\$ 2.98
10,000 - 19,999	\$ 3.85	\$ 3.98
20,000 +	\$ 5.13	\$ 5.31

Wastewater Usage Rates Per 1,000		
Gallons	Current Rate	New Rate
All	\$ 3.52	\$ 3.63



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**Dona Ana Mutual Domestic Water Consumers Association
Resolution Number 2019 – 09**

WHEREAS, the Board of the Dona Ana MDWCA met in regular session at the Dona Ana MDWCA Offices, Dona Ana, New Mexico on Thursday, June 6, 2019 at 9:00 a.m.; and

WHEREAS, over many years the Board has adopted individual policies governing the administration of the Association's customers, billing and services; and

WHEREAS, the Board desires to update the policy manual, attached hereto, to provide for clarification and ease of use by its customers and staff; and

WHEREAS, the Association desires to memorialize by this resolution the adoption of the policy manual;

NOW, THEREFORE, BE IT RESOLVED by the Board of the Dona Ana MDWCA that:

1. The policy manual attached hereto shall become effective as of July 1, 2019 and shall replace and supersede all previous individual policies concerning billing, customers and service.
2. All policies governing the internal operation of the Association shall remain in full force and effect.

PASSED and APPROVED by the Board of the Dona Ana MDWCA this 6th day of June, 2019.

Jim Melton, President

(SEAL)

ATTEST:

Kurt Anderson, Secretary/Treasurer



Doña Ana Mutual Domestic Water Consumers Association

POLICIES AND PROCEDURES

Effective July 1, 2019

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 76, 20189
Effective Date: July 1, 20198
Resolution No: 20189-089

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DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 76, 20189

Effective Date: July 1, 20198

Resolution No: 20189-089

BILLING AND SERVICE POLICIES

BILL ADJUSTMENTS

Adjustment of a utility bill must be requested by the user by contacting Doña Ana MDWCA Customer Service to initiate the evaluation and processing of a bill adjustment. Adjustments involving documented extenuating circumstances, exceeding the standard twelve (12) month period for retroactive billing or refund adjustments are defined as non-standard adjustments, and may be considered and applied at the discretion of the Executive Director. Adjustments to utility billing will be considered and/or assessed for the following conditions:

METERED SERVICE ERROR

Where a user has been overcharged or undercharged for metered service due to a reading or billing error, the period to be retroactively billed or refunded shall not exceed three (3) months.

Where the user believes that the water meter is not functioning properly, the user may request a meter test be conducted only after a data log has been performed on the meter. Should the meter test show the meter to be accurate, a service charge will be applied as provided in Doña Ana MDWCA User Service Fees and Charges schedule.

It is the user's responsibility to maintain their lines and to remediate any leaks that occur on the user's side of the outlet of the meter.

WASTEWATER ADJUSTMENTS

Wastewater discharge billing volume for residential service is updated yearly using the Winter Quarter Average (WQA) calculation based on potable water consumption measured in the billing months of December, January, and February, and becomes effective on the April 1st bill.

In the event a potable water leak affects the WQA calculation, the user must notify Customer Service within (3) months of the affected wastewater billing. A request for a billing adjustment beyond the notification deadline will not be processed. The adjustment will be applied to the applicable billing months that were initially billed based on the affected WQA calculation.

In the event a user's meter is found not to register, or to register more than three percent (3%) slow, Doña Ana MDWCA will bill the user for the undercharge based on an average billing, if this estimated undercharge amount exceeds \$100.00. The bill will be computed based on an estimate of the user's consumption during the prior month in the same season or on the consumption in the same period of prior years that were not affected by the meter failure.

UNMETERED/UNBILLED SERVICE ERROR

Where a user has not been billed, undercharged, or overcharged for applicable utility service (water and wastewater), the period to be retroactively billed or refunded shall not exceed three (3) months when

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 76, 20189

Effective Date: July 1, 20198

Resolution No: 20189-089

metered data is available. Where metered data is not available, estimated consumption based on similar type utility service will be the basis of estimating volumetric amounts.

THEFT OF SERVICE

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. illegal water or wastewater connection) has occurred, Doña Ana MDWCA will retroactively bill, and collect any underpayment or nonpayment of charges. The applicable period to assess charges shall commence from the date it can be reasonably established the theft began to the date in which the underpayment or non-payment was discovered and initially established. All underpayments or non-payments shall become immediately due. Users committing theft of utility service will be subject to legal action.

METER TAMPERING, DAMAGE AND/OR THEFT OF METERING OR MONITORING EQUIPMENT

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that Doña Ana MDWCA metering or monitoring devices have been tampered with, damaged or stolen. Doña Ana MDWCA shall immediately disconnect the water meter and assess the user \$300.00 per meter for tampering, damaging and/or theft of equipment. The tampering, damage and or theft assessment shall be paid in full and any delinquent balance paid before service is reactivated or reconnected.

Meter tampering, damage and/or theft of metering or monitoring equipment is defined as, but not limited to:

- meter lock broken
- curb stop damaged or broken
- register damaged or disconnected
- meter lock removed
- meter broken
- meter stolen
- unauthorized connection inserted or connected to the system
- damage and/or theft of automated meter reading (AMR) device, or cutting or disconnecting AMR cable from meter

LEAK ADJUSTMENT POLICY

The Association's leak adjustment program provides for payment of water bills up to \$1,000 during a covered period resulting from a leak. Each user will be automatically billed a monthly fee for each meter covered under this program policy, but each user has the **option to opt out**. The program will cover only the 'cost of water' associated with a leak, once a year, for up to \$1,000 (normal/average usage remains the obligation of the user). For leaks resulting in water bills over \$1,000, Doña Ana MDWCA will allow payment arrangements for the amount exceeding \$1,000. Those who choose to not participate in the program will be eligible for payment arrangements. Upon discovering and correcting a leak, a participating user must call the Doña Ana MDWCA ServLine phone number, report the leak, and tell them the amount of the bill. Doña Ana MDWCA will calculate the average/normal bill for the identified period of the leak – up to three months - and discount the water bill up to \$1,000 above the value of the average or normal monthly bill (for that user). Evidence of repair must be provided to Doña Ana MDWCA. This payment coverage is available on a rolling 12-month basis – for example, a leak is reported on June 2nd, an

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 76, 20189
Effective Date: July 1, 20198
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adjustment will be provided, and the user is not eligible for another leak adjustment until June 2nd of the following year.

This program is only available to users with a meter up to 2 inches. All meters over 2 inches are eligible for payment arrangements but not adjustment.

PAYMENT ARRANGEMENTS

Occasionally, a water leak that is undiscovered by the customer/user results in unusually high-water use and an unusually high-water bill from the Association. The Association understands that this situation makes it difficult for a regular customer and user of the Association to pay the entire bill in one month. Below are the approved payment arrangements that staff can follow when dealing with this type of situation. Association staff must determine that the water leak is not the responsibility of the Association because it did not occur as a result of the failure of Association equipment or the actions of Association employees. Association staff will determine that the user is unable to pay the bill in a single month. If the undiscovered leak occurs over multiple billing cycles, then those bills will be combined to determine the total bill.

Total Bill	Monthly Payment Plan
Up to \$500.....	3 Equal Payments
\$501 - \$1,000	6 Equal Payments
\$1,001 - \$1,500	9 Equal Payments
\$1,501 and up.....	12 Equal Payments

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BILLING AND SERVICE POLICIES
USER SERVICE FEES AND CHARGES

USER SERVICE FEES

Applicability:

- **New Service Activation:** User request for utility service(s) to establish, process and activate new utility account.
- **Service Deactivation:** User request provided in writing to deactivate utility service account.
- **Account Record Name Change:** Account name change on an existing utility service account requested by the user in writing due to and with proof of marriage, death of spouse, or divorce.
- **Delinquent Account Service Deactivation:** Deactivation (shut off) of utility services due to non-payment of service.
- **Delinquent Account Service Activation:** Activation of a utility service account that has been shut off due to non-payment of service. Utility service will not be reactivated until all balances in arrears have been paid in full or other financial arrangements have been agreed to by Doña Ana MDWCA Executive Director and the user. Only when a delinquent user has made financial arrangements for their account will service be scheduled for activation.
- **Field Service Activation:** The dispatch of field service technicians to physically activate or deactivate utility services. Field service activation is fulfilled by service orders submitted at least one business day in advance. Service orders submitted will normally be scheduled for completion the following business day, Monday through Friday, during regular business hours, 8:00 a.m. to 5:00 p.m., excluding holidays. However, from time to time, seasonal demand for service activations and other field service work may extend the following business day service order activation timeline by two (2) to three (3) days.

Utility service accounts will be charged applicable fees and taxes for the following services, plus the monthly access charge for all months elapsed during the period of temporary deactivation, if any:

New Service Application

Utility Service Application Processing Fee, per request\$25.00

Account Record Name Change

Record Name Change request will be processed as a courtesy at no charge to the user.

New Account or Account Service Activation

Field Service Processing Fee for each transaction requiring the dispatch of Field Service per transaction\$35.00

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Delinquent Account Reactivation

Reactivation Processing Fee for each separate transaction requiring dispatch of Field Service personnel to activate an account after deactivating an account for non-payment, per transaction.....\$35.00
Service Orders submitted for processing the above listed services requiring the dispatch of field service personnel are normally scheduled for following day completion during regular business hours Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, and subject to seasonal demands as identified above.

Same Day Field Activation Service

An additional applicable fee will be charged for same day service activation of service as requested by the user that dispatches or re-dispatches field service technicians under one of the following circumstances:

- Premium Field Service Activation charge requested for same day completion within regular business hours, Monday through Friday, (except holidays), per request.....\$60.00

MISCELLANEOUS FEES

If applicable, the following fees will be charged in addition to the User Service Fees listed above:

Late Payment Penalty Fee 10% per month
Accounts in arrears will be assessed a late payment penalty fee before credits are applied.

Non-Payment Fee.....\$35.00
A nonpayment fee plus applicable taxes will be charged per delinquent account if not brought current by the 21st of the following month. If service is deactivated (shutoff) for non-payment, a Field Service Processing Fee will be charged to activate service.

Bank Returned Items Fee.....\$35.00
Any payment returned for insufficient or uncollectible funds will be subject to a Bank Returned Items Fee. Payment of the insufficient or uncollectible funds and the Bank Returned Items Fee may be made with cash, cashier’s check(s), credit/debit card(s), or money order(s). Utility account may be subject to deactivation (shutoff) due to delinquency. Upon the occurrence of two bank returned items within one twelve (12) month period, payment will be required in the form of cash, cashier’s check(s) or money order(s).

Stop Payment Fee\$35.00
Checks returned due to a stop payment request will be subject to a Stop Payment Fee. Payment of the check and the Stop Payment Fee must be made with cash, cashier’s check(s), or money order(s). Utility accounts may be subject to deactivation (shutoff) due to delinquency.

Data Logging Fee.....\$50.00
A data logging fee plus all applicable taxes will be charged when a user requests a data log of their water meter, which will document the hourly water usage for the past 90 days.

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Meter Testing Fee\$~~50.00~~100.00

A meter testing fee per meter plus applicable taxes will be charged for user requested meter tests. There is no charge if the meter is tested and found to be outside metering accuracy standards. Doña Ana MDWCA bases its meter accuracy testing on a ~~third-party test results~~the manufactures meter test which follows AWWA Standards.

Lien Processing Fee\$50.00

Accounts in arrears for \$500.00 or more will have a lien placed upon their property and will be assessed a Lien Processing Fee. This includes balances for Utility Service and Developmental Impact Fees.

Pulled Meter Fee\$150.00

Accounts that have been locked for 50 days or more will have all services removed from the property and a lien will be filed against the property for any outstanding balance.

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BILLING AND SERVICE POLICIES

DEPOSITS, REFUNDS, AND COLLECTIONS

DEPOSITS

Requests for new utility service connections with Doña Ana MDWCA will be verified to ensure that the prospective new user does not have an unpaid Doña Ana MDWCA utility account balance from another address. Additionally, if a prospective new user was the beneficiary of Doña Ana MDWCA service at the new address or at another address, and there is a delinquent balance on the utility account at either address, the new utility service will not be established until any outstanding balances have been paid in full.

A security deposit of \$100.00 will be required for all residential accounts and \$250.00 will be required for all commercial accounts not in the name of the property owner.

Doña Ana MDWCA reserves the right to refuse any visibly altered document submitted by a user for the purpose of initiating or activating utility service and/or establishing deposit requirement.

WRITE OFF OF UNCOLLECTIBLE ACCOUNTS

Doña Ana MDWCA staff will use all reasonable efforts to collect delinquent accounts including, but not limited to, filing a lien. Delinquent Doña Ana MDWCA accounts that have been uncollectable for a period of more than six (6) years may be deemed uncollectable by the Executive Director, and may remove the uncollectable utility accounts from the list of accounts receivable.

INACTIVE ACCOUNTS WITH CREDIT BALANCES

Inactive accounts with credit balances may be presumed abandoned in compliance with NMSA 1978 Section 7-8A-2(A) (13) and as amended if unclaimed by the apparent owner the account deposit or refund becomes payable, and may be disposed of in compliance with the New Mexico Uniform Unclaimed Property Act (1995) and as amended.

DELINQUENT ACCOUNT COLLECTION AND PROCESSING

When a user fails to pay their delinquent account balance, the user will be mailed a notice 30 days after the meter is locked notifying them of the potential removal of their services should the account not be brought current. The second notice will be mailed 45 days after the meter has been locked.

Even if a Third-Party contractor or bill paying agent fails to pay a delinquent utility account balance on behalf of a user, the user will be charged a nonpayment fee fifty (50) days after the initial bill.

The total amount shown as "Past Due" on the bill must be paid before 3:00 PM on the 20th of the month. Actual shutoff of utility services will be subject to availability of field service technicians to be performed the next business day following the 20th.

If ownership or stewardship of a property with an unpaid account transfers either to a realty company (temporary), or to a financial institution (as in repossession or foreclosure), services will not be restored in the name of a final purchaser of the property until all fees, penalties and assessments owed are paid in

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full. If the service has been locked for non-payment and remains off, or the meter has been removed, services will be restored to allow for preparation and sale of the property at the request of the realtor on behalf of the financial institution. Such service requires a \$250.00 deposit and a signed agreement by the realtor or financial institution that all fees, penalties and assessments owed shall be paid at closing or at the time of property transfer, in order for service to commence or continue in the name of the final purchaser of the property.

DELINQUENT ACCOUNT SETTLEMENT

Payment Plan: In the event a user is unable to pay the delinquent balance in full, a Payment Plan may be initiated to settle a delinquent balance. The user will be required to meet with a Customer Service Representative for an account review. A Payment Plan will be developed under the following conditions and must be approved by the Executive Director:

1. A Payment Plan will be initiated one (1) time in a twenty-four (24) month period.
2. The user must pay 50% of the delinquent amount due plus all applicable fees before executing a Payment Plan. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.
3. The balance of the delinquent amount may be amortized over a three (3) month installment period, and the installments will be due on the agreed upon dates stated in the Payment Plan agreement. Payment Plan terms and conditions may not be modified.
4. The user must pay and be current on their regular monthly billing and the Payment Plan installment.
5. Payment Plans will not be extended to chronically delinquent user accounts (i.e. accounts that have previously had utility services shut off for non-payment two (2) times in a twelve (12) month period).
6. If a user fails to comply with the Payment Plan agreement or pay their regular monthly bill, service(s) will be shut off without further notice on the next business day following the Payment Plan due date.

Delinquent Account Service Shutoff and Activation

If a user does not pay delinquent charges or make payment arrangements prior to the 21st of the month, the user's account will be charged a Nonpayment Fee. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.

For delinquent accounts that have been shut off, activation of services will require the user to pay the entire delinquent balance, Nonpayment fee, Late Payment Penalty Fee, and Field Service Processing fees before a service order for next day or same day activation of services is submitted. Refer to Doña Ana MDWCA User Service Fees and Charges schedule for applicable fees.

Final Billing of Delinquent Accounts

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If the user has not paid all delinquent balances approximately fifty days (50) days after the deactivation (shutoff) of utility services is performed by Field Services personnel, Doña Ana MDWCA will process a Final Bill for the account and will remove all services from the property.

Former Doña Ana MDWCA users with outstanding balances on delinquent or inactive accounts will not be eligible for service at a new address until all outstanding balances are paid in full. ***All outstanding balances must be paid in full before services will be activated.***

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BILLING AND SERVICE POLICIES

APPLICATION, BILLING, AND PAYMENT FOR SERVICE

APPLICATION FOR UTILITY SERVICE

A user shall be required to complete and sign a Utility Service Application in person, by mail or by acceptable electronic means of transaction (e-mail) with government issued photo identification (or photocopy), and provide a Social Security Number or another unique identifying number acceptable to staff in order for Doña Ana MDWCA to activate utility service. The user is required to prove ownership of the service address property such as a deed or authorization for use of the service address property such as a lease. All individuals listed on the ownership or lease documents shall be accountable for the payment of the utility service(s) and for fees and charges provided for service whether or not they are the user of record.

Terms of Service

- Doña Ana MDWCA will provide utility services only to those properties whose owners are members in accordance with Article IV of the Bylaws of the Doña Ana MDWCA.
- Doña Ana MDWCA may decline, fail, or cease to furnish utility service at the service address being applied for to any person or household member in the same premises who may be in debt to the Association for any reason. A user's failure to establish identity or the inability to verify payment of past due amounts may result in denial of utility service.
- In the event a user is discovered to be receiving utility service and has no Utility Service Application on record, the user shall be notified and required to immediately complete and sign an application for service and will be subject to any unbilled account processing and service activation fees as well as any unbilled utility service charges pursuant to the applicable utility service schedules and Doña Ana MDWCA Billing and Service Policies as if an application had been completed and signed.
- An application for utility service will be verified to ensure that the prospective user does not have an unpaid utility account balance from another address or addressees within the Doña Ana MDWCA service area. An application for utility service will not be processed for activation until all unpaid account balance(s) are paid in full. Furthermore, in the event that an unpaid utility account balance(s) is discovered in the name of the applicant after utility service has been activated, the unpaid balance(s) will be transferred to the active service account and will be due and payable upon notice.
- The user agrees to pay Doña Ana MDWCA for any damage(s) to or loss of any meter caused by the user's negligence or the negligence of their agents, employees, any member of their household, or any person on the premises. The user shall be liable for such payment whether or not the user is the owner of the service address property. The Association may discontinue utility service or deny new service to the service address until such payment is made.
- Association personnel shall have access to the user's premises for the purpose of reading meters, installing, or removing the Association's equipment and property, activating and deactivating utility service and other purposes incidental to providing utility service by the Association. In the event Doña

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Ana MDWCA personnel or authorized agents are denied access to Association equipment and/or meters for two successive months due to locked gates, obstructive vehicles, equipment, vegetation, hostile pets, and/or other impediments, Doña Ana MDWCA will notify the user by registered mail that meter(s) access has not been possible for the prior two months. If the user does not acknowledge receipt of the registered mail within a two-week period, and indicate an intention to provide access, then a notice of relocation of meter(s) will be sent and/or delivered to the user's service address. Such acknowledgment by the user shall be in writing or by calling Doña Ana MDWCA Customer Service. In approximately three to five business days Doña Ana MDWCA personnel will relocate the equipment and/or meter(s). The user will be required to connect the user owned service lines to the relocated utility service point at their own expense in order to re-initiate utility service. The user will also be responsible for all expenses incurred by the Association related to the relocation of the meter.

- Doña Ana MDWCA authorized agents shall have full and unobstructed access to Doña Ana MDWCA meters and service lines for inspection purposes, meter readings, activations and service shut offs, repairs, and any other reasonable purpose. The user authorizes such agents to enter the premises to conduct official Doña Ana MDWCA business. The user also agrees that no construction will be performed over service lines or meters without prior approval from Doña Ana MDWCA.
- Users shall not use utility service unless from metered water, and/or sewer connection without an account activated by an approved Utility Service Application. If it is determined that a user has obtained unmetered and/or unbilled utility service(s), Doña Ana MDWCA will retroactively bill for these services pursuant to Doña Ana MDWCA Bill Adjustments schedule.
- Application for utility service is fulfilled with activation of all applicable services, pursuant to Billing and Service regulation, Sheet No. RUS-1 "Requirement to Provide Utility Service". Partial, selected activation or suspension of utility services is prohibited. If the user or the user's agent is not at the residence at the scheduled appointment time for activation of services, then the following will occur: water service will be closed and unlocked, at the meter.
- Doña Ana MDWCA shall not be liable for damages caused by interruptions or fluctuations in services caused by acts of God or the public enemy, strikes, riots, diminution, or failure of supply of water or other unavoidable contingencies.
- Doña Ana MDWCA is not responsible for any damage or loss which may arise from any water leak on the user's side of the metered service.
- Immediate notice must be given to Doña Ana MDWCA if any leaking water is discovered.
- The user must communicate their request to discontinue service(s) with Doña Ana MDWCA Customer Service, either in person at 5535 Ledesma Drive, in writing (mailing address Doña Ana MDWCA, P.O. Box 866, Doña Ana, NM 88032), or by e-mail (customerservice@dawater.org). Requests must include user's name, service account number and contact information and date to discontinue service. The user is responsible for utility service provided until such request to discontinue is received and finalized. Actual deactivation of service will be completed within two to three business days from the receipt of the request to discontinue ~~serv~~(s).

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- The user is responsible for notifying the Association of any change in account status. The user must notify the Association when moving in or out, or when a property changes ownership. In the last instance, either the seller or buyer of the property can provide notice. If the Association is not notified of changes, any invoices presented after the date of change (move in or out, or sale of property) are due from the account holder of record. Other arrangements, if any, are between the landlord/tenant or seller/buyer.

BILLING FOR UTILITY SERVICE

Doña Ana MDWCA will bill on a cyclical billing basis based on a billing period of approximately thirty (30) days “or a standard billing month”. The Association will administer all applicable fees, penalty fees, nonpayment fees and procedures in compliance with Doña Ana MDWCA Billing and Service Policies. Meters will be read as nearly as possible at regular intervals on a monthly basis.

In the event that meters cannot be read due to inaccessibility, register failures, damage, tampering, bypassing, or other causes, the metered values will be estimated based on the following:

Previous consumption by metered service to the premises;

- Average consumption for the corresponding billing periods during which the meter(s) are known to have registered correctly;
- Consumption as registered by a secondary meter if installed, or
- Estimation based on the nature of use, volume or business, seasonal consumption, and/or any other factors that may assist in determining consumption.

Proration of Bills

Utility service rate schedules are calculated on a monthly basis and on an approximate 30-day consumption period. Whenever an activation or termination of service date differs from the standard 30-day meter read interval, monthly charges will be prorated and applied only to the non-volumetric, fixed charges stated in utility service rate schedules.

BILL DUE DATE AND PAYMENT OF BILLS

Bills are due and payable in full on the twenty-fifth (25th) of the month or the next business day should the 25th fall on a weekend or a holiday and will be considered past due beginning at 3:01 PM on the due date stated on the bill. All payments must be received by the due date and paid by 3:00 PM to be recorded as paid on time.

PAST DUE AND DELINQUENT ACCOUNT PROCESS

Payments not received by 3:00 PM on the due date stated on the bill will be deemed past due and will be noted on the next bill as “Past Due” and assessed a Late Payment Penalty Fee of 10% of the outstanding balance.

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The process outlining each pertinent phase of user billing, payment due date, application of late payment penalty fees, past due notification, delinquent classification, shutoff of service notification and eventual shutoff of service is presented in the sample timeline below:

- A user's monthly bill (the initial bill) is mailed or electronically sent for payment on the 1st of each month, and
- Roughly **25 days** later, the user's bill is due by the payment due date printed on the bill.
- If payment is not received by 3:00 PM on the due date, then
- Any past due amount over will be assessed the Late Payment Penalty Fee equal to 10% of the outstanding balance.
- If the initial bill remains unpaid;
- Roughly **30 days** after the initial bill, the user will receive the next (the second) bill for utility service with the bill stating it is "**Past Due**". The unpaid balance for utility service from the initial bill, and the Late Payment Penalty Fee, will be due by 3:00 PM on the 20th of the month, unless it falls on a weekend or holiday in which case it will be the next business day. If the account balance remains unpaid, then;
- **At 3:01 PM 50 days** after the initial bill the account will be assessed a non-payment fee of \$35.00 plus applicable tax, then
- The following business day (**51 days after the initial bill**) the account will be shut off by Field Services personnel within that business day.
- 30 days after the account was shutoff (**81 days after the initial bill**) the account will receive the first notification regarding the outstanding amount,
- 45 days after the account was shutoff (**96 days after the initial bill**) the account will receive the second notification regarding the outstanding amount,
- 106 days after the initial bill the account will be closed, and all services will be removed from the property, and the account will be issued a Pulled Meter Fee and a lien will be filed against the property.

RETURN CHECK, CREDIT CARD, OR DRAFT

Doña Ana MDWCA will assess a return item charge for a check, draft, or credit card payment that is returned from the bank for any reason pursuant to Doña Ana MDWCA Billing and Service Policies as stated in the User Service Fees and Charges schedule.

LATE PAYMENT PENALTY FEE

Doña Ana MDWCA will assess a late payment penalty fee for nonpayment after 3:00 PM on the stated due date on the user's bill. The late payment penalty fee percentage factor will be applied to past due balances pursuant to Doña Ana MDWCA Billing and Service Policies as stated in the User Service Fees and Charges schedule.

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BILLING AND SERVICE POLICIES

BACKFLOW PREVENTION AND CONTROL

Doña Ana Mutual as owner and operator of a regulated water supply system has responsibility under the Federal Safe Drinking Water Act and amendments to provide drinking water which is free from contaminants in excess of maximum contaminant levels as specified by state and federal regulations. The drinking water regulations adopted by the New Mexico Environment Department and amendments prohibit physical connections between a water supply system and any unregulated water source that is not protected from backflow.

This policy prohibits and controls connections to the water supply system owned and operated by Doña Ana MDWCA through which a backward flow of gases, liquids, or solids could occur and contaminate the public water supply system.

This policy establishes a new program for backflow prevention and control which will systematically and effectively protect the public water supply system. Practical information, measures, and specifications shall be contained in the Backflow Prevention and Control Manual (Manual), which is available from Doña Ana MDWCA Customer Service Department.

This policy applies to all commercial and industrial water supply connections. Compliance with this policy is a precondition to receiving water service from Doña Ana MDWCA.

RESPONSIBILITY

It is the general duty of both water provider and water user to prevent and control contamination of the water supply system. Prevention and control of backflow to the public water supply system and within the user's premises requires cooperation between Doña Ana MDWCA and the user. Doña Ana MDWCA responsibility extends from the source of water through its treatment and delivery to its meter at the user's service connection. The user's responsibility extends from the service connection to within and from his/her premises.

1. Doña Ana MDWCA is responsible for protecting the public water supply system from contamination caused by backflow. To this end, the Executive Director and designated agents shall develop, implement, and direct a systematic and effective program. All practical information, measures, and specifications of the program shall be published in the Manual, which will be updated periodically under his/her authority.

2. Doña Ana MDWCA is responsible for implementing the Backflow Prevention and Control Program. Responsibilities may include, but are not limited to, survey of system users, user notification, approval of installation design plans where appropriate, preliminary and detailed premise inspections, premises re-inspection, preparation of inspection reports, noncompliance evaluation, water shut-off notifications, maintain backflow prevention assembly records, and maintain lists of approved backflow prevention assemblies and certified testers.

3. The User shall be responsible for preventing contaminants from entering the public water supply system from user's water system. Users shall provide backflow prevention assembly(s) or air-gap(s) as required by plumbing codes, Ordinance, Manual, and comply with laws, rules, and Policies

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pertaining to backflow prevention. This responsibility starts at the point of delivery from the public water supply system (the user's service connection) and includes any and all water piping within or extending from the premises. The user, at his or her own expense and in accordance with this Ordinance and Manual, shall install, operate, have tested, and maintain approved backflow prevention device(s). Accurate records of inspections, tests, repairs, and replacements of backflow prevention devices(s) or air-gap(s) shall be maintained by the user for a period of at least three years.

REQUIREMENTS

1. Backflow prevention must be provided where a potential of contamination of the public water supply system could occur as determined by the Executive Director or his/her staff, the Manual, or plumbing code. Protection may be achieved through isolation or containment by using an approved backflow prevention device of appropriate type and size, or by an appropriate air gap as approved by the Executive Director or his/her staff.

2. Determination of the requirements for a backflow prevention device(s) shall be as specified by the Executive Director or his/her staff or the Manual. Notifications requiring users to install and maintain a backflow prevention device(s) shall be issued by the Executive Director or his/her staff based on the findings of their inspection(s) and requirements of the Manual.

3. The following premises present sufficient or potential threat for backflow contamination to require mandatory backflow prevention and control by containment as specified by the Executive Director or his/her staff: hospitals and clinics, nursing and convalescent homes, dental offices, laboratories, mortuaries and cemeteries, sewage and storm water pumping and treatment plants, radiator shops, car and truck washes, convenience stores, gas stations, commercial laundries, photographic film processing facilities, metal plating industries, veterinary and animal grooming clinics, taxidermists, food and beverage processing plants, premises where inspections are restricted, ready-mix concrete, sand and gravel plants, schools and colleges with laboratories, water services dedicated for landscape irrigation systems and fire protection systems, greenhouses, premises with auxiliary water supplies, water tank trucks or water tanks filled from fire hydrants and buildings with a height greater than thirty feet. The type and size of backflow prevention device required for containment shall be determined by the Executive Director or his/her staff based on inspections, the situation, and conditions at the premises.

FIRE PROTECTION SYSTEMS

New construction involving fire sprinkler systems require the installation of an approved Reduced Pressure Principle Detector Assembly (RPPDA) device. Existing fire sprinkler system will be approved if a UL (Underwriters Laboratories) listed alarm check is properly installed and maintained.

INSPECTION/ TERMINATION OF SERVICE

1. The Executive Director or his/her designated agent is authorized to conduct inspections or surveys of premises, or portions thereof, to determine compliance with the provisions of this Ordinance and the Program.

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2. Entry to premises to perform an inspection may occur at any reasonable time with reasonable notice. The Executive Director or his/her designated agent shall present proper identification when requesting entry.

3. In order to protect the public water supply system from probable contamination, the Executive Director or his/her designated agent is authorized to terminate water service to the premises.

APPROVED BACKFLOW PREVENTION DEVICES

1. Backflow prevention devices required by this policy and the Program shall be a model and size approved by the Executive Director. Approved backflow prevention devices must conform to manufacturing specifications and laboratory, and field performance standards established by the **University of Southern California Foundation for Cross Connection Control and Hydraulic Research: List of Approved Backflow Prevention Assemblies.**

2. The Executive Director and his/her staff shall keep a current list of approved backflow prevention devices. The list shall be available at the Customer Service Department.

3. Existing backflow prevention assembly(s) shall be accepted for continued use unless a higher degree of protection is required, as may be the case when there is a change in occupancy or water use. Although no longer on the current list of approved devices, continued use of existing backflow prevention devices will be allowed if the device can be properly tested and maintained (e.g. repair parts available from the manufacturer).

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BILLING AND SERVICE POLICIES
INTERCEPTOR AND GREASE TRAP

The purpose of the Interceptor Policy is to protect the Publicly Owned Treatment Works (POTW) from blockages or other interferences which obstruct or reduce the designed flow of wastewater in the collection system (sanitary sewer) from the user to the wastewater treatment facility. Resultant sewer system overflows pose a threat to public health and safety. Further, odors from improperly maintained interceptors or grease traps may be objectionable and pose a public nuisance.

Applicability and Prohibitions

- A. This policy shall apply to all non-domestic users of the POTW.
- B. Grease traps or interceptors shall not be required for residential users.
- C. Facilities generating fats, oils, or greases shall install, use, and properly maintain appropriate Interceptors when needed to prevent discharge in excessive amounts. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption. Interceptor requirements also apply to facilities whose liquid waste discharge contains, or may contain, motor oil, sand, metal fragments, and other pollutants that originate from activities such as manufacturing, vehicle or equipment repair, maintenance, or washing.
- D. No user may intentionally or unintentionally allow the direct or indirect discharge of any sand, petroleum oil, non-biodegradable cutting oil, or any fats, oils, or greases of animal, plant, or petroleum origin into the POTW system in such amounts as to cause interference with the sanitary sewer collection and treatment system, or to cause pollutants to pass through the treatment works into the environment.

Installation and Maintenance Requirements

A. Installations

- 1. Existing Facilities. Existing grease traps and interceptors must be operated and maintained in accordance to a cleaning interval established by Doña Ana MDWCA. Inspections of interceptors will be conducted periodically to determine that the User is compliant with this ordinance, and that the internal plumbing of the interceptor is present and in good condition.
- 2. New Facilities. Generators which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain an interceptor in accordance with locally adopted plumbing codes, UPC, and other applicable policies. Interceptors must be installed and inspected prior to issuance of the water meter. It is only after completion of construction and issuance of the certificate of occupancy that PPO becomes responsible for implementation of this ordinance.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018

Effective Date: July 1, 2018

Resolution No: 2018-089

3. The Doña Ana MDWCA staff does not specify use or sizing, approve plans, or inspect installation of grease traps for new construction or renovations. Existing grease traps may continue to be utilized only if it is determined by Doña Ana MDWCA that the device is in compliance with requirements of this policy.

4. All grease trap or interceptor waste shall be properly disposed at a facility in accordance with federal, state, and local regulations.

B. Cleaning and Maintenance

1. Grease traps and interceptors shall be maintained in an efficient operating condition at all times.

2. Each interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period.

3. Grease traps and interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap or interceptor, and to ensure no visible grease is observed in the discharge to the sanitary sewer.

4. Grease traps and interceptors shall be completely evacuated a minimum of every ninety (90) days, or more frequently as determined by Doña Ana MDWCA, and when:

- (a) Twenty-five (25) percent or more of the wetted height of the grease trap or interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- (b) Sulfide levels in the trap/interceptor are excessively sufficient to cause odor complaints and visible deterioration to the trap/interceptor internal metal or concrete material is evident.
- (c) The liquid contents are at pH 5.5 standard units or less.
- (d) Video surveillance in the collection system of the POTW determines that excessive grease has accumulated at the user's service line connection or in access downstream from the user's point of discharge.

5. Any person who owns or operates a grease trap or interceptor may submit to Doña Ana MDWCA a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap or interceptor. Doña Ana MDWCA may grant an extension for required cleaning frequency on a case-by-case basis when:

- (a) The generator has demonstrated the specific trap or interceptor will produce an effluent, based on defensible consistent compliance of Item (4) parameters listed above;
- (b) In any event, a grease trap or interceptor shall be fully evacuated, cleaned, and inspected at least once every 120 days.

6. In the event of a spill, splash, spray or leak or other unauthorized or accidental discharge of waste during the collection, transport or disposal, the user or transporter shall take immediate action to contain and clean the discharged or spilled grease in order to protect human health, and the environment.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189

Effective Date: July 1, 20198

Resolution No: 2018-089

C. Self-Cleaning

Cleaning of grease traps or interceptors by the user is prohibited.

D. Manifest Requirements

1. Each pump-out of a grease trap or interceptor must be accompanied by a manifest to verify the maintenance and disposal for record keeping purposes.

2. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and disposal. Such records shall be in the form of a manifest. The generator must maintain a file of manifests on site to be available on request during an inspection by Doña Ana MDWCA. The manifest shall include:

- (a) Name, address, telephone, and license/registration number of transporter;
- (b) Name, signature, address, and phone number of the person who generated the waste and the date collected;
- (c) Type and amount(s) of waste collected or transported;
- (d) Name and signature(s) of responsible person(s) in the pathway generating to finally disposing the waste (chain of custody);
- (e) Date and place where the waste was disposed;
- (f) Identification (permit or site registration number, location, and operator) of the facility where the waste was disposed;
- (g) Name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
- (h) The volume of the grease waste received; and
- (i) A consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.

3. Manifests shall be divided into five parts and records shall be maintained as follows:

- (a) One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup (billing invoice).
- (b) The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
- (c) One part of the manifest shall go to the receiving facility.
- (d) One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
- (e) One part of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
- (f) One part of the manifest shall go to Doña Ana MDWCA.

4. Copies of manifests returned to the waste generator shall be retained for three (3) years and be readily available for inspection by Doña Ana MDWCA.

E. Alternative Treatment

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018

Effective Date: July 1, 2019

Resolution No: 2018-089

1. Use of grease trap and interceptor treatment products, including bacteria, designed to digest grease is strictly prohibited without prior written consent of Doña Ana MDWCA. It is acknowledged that soap formulations used for general kitchen hygiene operations contain surfactants and degreasing agents. Normal use of dishwashing and cleaning products, and their incidental introduction to the grease trap or interceptor are exempted from these restrictions.

- (a) The introduction of any surfactant, solvent, or emulsifier into a grease trap or interceptor is prohibited. Surfactants, solvents, and emulsifiers are materials, which dissolve or suspend grease and enable it to pass from the trap into the collection system. Examples of such materials include, but are not limited to, enzymes, soap, diesel, kerosene, terpene, and organic solvents.
- (b) Bioremediation products may be used with written prior approval from Doña Ana MDWCA only after the person has demonstrated to the satisfaction of Doña Ana MDWCA that the product has met the following conditions:
 - (i) Laboratory testing which is appropriate for the specific type of grease trap or interceptor has shown, in that specific application, the product's efficacy to produce an effluent in compliance with this ordinance and not interfere with the proper function of the grease trap or interceptor.
 - (ii) The methods and results of testing shall be subject to technical review and approval by Doña Ana MDWCA.
 - (iii) All costs shall be borne by the User whether or not the product is accepted for use.
 - (iv) Use of accepted grease trap or interceptor treatment products shall not relieve the user of minimum cleaning requirements set forth in this ordinance.

Inspection and sampling

A. Doña Ana MDWCA has the authority of inspection, and shall inspect the facilities of any User to ascertain compliance with the purpose and requirements of this Policy. Persons or occupants of premises where liquid waste is created or discharged shall allow Doña Ana MDWCA, or its representative, ready access at all times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any of its duties. Doña Ana MDWCA shall have the right to install, utilize, and maintain on the user's property such devices as are necessary to conduct sampling, inspection, compliance monitoring, and metering operations.

B. Where a user has security measures in force which would require proper identification and clearance before entry into such user's premises, the user shall make necessary arrangements with their security guards so that, upon presentation of suitable identification, personnel from Doña Ana MDWCA, or its representative, will be permitted to enter without delay for the purposes of performing their specific responsibilities.

C. Sampling Ports (manholes). Doña Ana MDWCA may require any user, existing or new construction, to install a suitable sampling port in the service line to the application or building to facilitate observation, sampling, and measurement of wastes and flows. The sampling ports must be readily accessible to Doña Ana MDWCA at all times.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189

Effective Date: July 1, 20198

Resolution No: 2018-089

Schedule of Penalties

A. If Doña Ana MDWCA determines that a generator is responsible for a blockage of a collection system line, the user shall be subject to a penalty of \$100 for the first violation, \$200 for a second violation, and \$500 for the third violation within a two-year period. Persistent violations shall result in an increase in penalty up to \$500/day and may also result in termination of services.

B. Users violating provisions of this Policy shall be subject to a written warning for the first violation, a \$100 penalty for the second violation, a \$200 penalty for the third violation, and a \$500 penalty for the fourth violation within a two-year period. Persistent violations will result in up to \$500/day increase in penalty, and may result in termination of service.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189

Effective Date: July 1, 20198

Resolution No: 2018-089

BILLING AND SERVICE POLICIES

REQUIREMENT TO PROVIDE UTILITY SERVICE

SUSPENSION OF UTILITIES FOR DEPLOYED MILITARY PERSONNEL

Pursuant to NMSA 1978 § 20-1-8.1 (2017), a member of the U. S. armed forces, reserves, or the New Mexico National Guard may suspend some or all utility services without penalty and reconnect/reactivate utility services without having to pay reactivation fees. The qualifying military user requesting suspension of all or some of their utility services provided by Doña Ana MDWCA must submit his/her request to Customer Service and certify that:

1. He/she has orders and provides copy of the orders to Customer Service to deploy or to be temporarily assigned outside the qualifying user's community for more than thirty days and,
2. The service account is in the qualifying user's name and,
3. The qualifying user owns the home or has a lease that does not preclude the suspension of municipal utility services, and,
4. Family members or other persons will not be residing in the home while the qualifying user is deployed or temporarily assigned.

Doña Ana MDWCA will suspend/deactivate some or all utility services at the service address as requested by the qualifying user at no penalty and, will not charge a fee to reactivate or establish service(s) upon notifying Customer Service of their return from deployment or temporary assignment. It is the qualifying user's responsibility to notify Customer Service of their return from deployment to activate suspended utility service(s).

In the event the qualifying user suspends/deactivates all or some of the utility services provided by Doña Ana MDWCA and during the period the qualifying user is deployed or on temporary assignment outside their community, or does not notify Doña Ana MDWCA Customer Service of his/her return from deployment, and monthly consumption records indicate that the residence is occupied, Doña Ana MDWCA will resume billing all suspended service(s) without notice.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018
Effective Date: July 1, 2018
Resolution No: 2018-089

BILLING AND SERVICE POLICIES
RENTAL PROPERTY ADMINISTRATION

LANDLORD UTILITY TRANSFER AGREEMENT

A Landlord Utility Transfer Agreement (LUT Agreement) is available to rental property management entities or property owners that provide continuous Doña Ana MDWCA utility service to rental properties and consolidates account administration as specified by the landlord in the LUT Agreement. The LUT Agreement authorizes Doña Ana MDWCA to transfer water and wastewater without interruption in service to the landlord or property manager, as rental properties transition between tenant occupancy. In the event that a tenant is delinquent, Doña Ana MDWCA will deactivate services pursuant to the process stated in Doña Ana MDWCA Billing and Service Policies. Property management entities that do not want to execute an LUT Agreement to administer utility services for rental properties and want the utility account in the name of the property owner, will be required to provide the same information for a utility service application as stated in Application, Billing, and Payment for Service Section of Doña Ana MDWCA Billing and Service Policies and, a tax identification number if applicable, before service to tenants will be processed and activated. Failure of the property management entity to provide the property owner's information as stated above, may result in Doña Ana MDWCA placing a hold on the tenant's activation of utility services.

UTILITY LIENS

The Association will place utility liens on rental properties that accumulate chronic delinquent balances in aggregate and in excess of \$500.00 from one or more tenants with utility accounts at the rental property. All associated fees for preparing and recording the lien will be assessed, as well as the tenant or tenants' delinquent balances. Upon the filing of the lien, the property owner will be notified of such action, as well as informing the property owner of the chronic delinquent activity by a tenant or tenants at the rental property, and the notification that future utility service will be denied to the rental property until a mutually acceptable resolution between the property owner and Doña Ana MDWCA is reached, at which time the lien will be removed.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
Effective Date: July 1, 20198
Resolution No: 2018-089

WATER
RESIDENTIAL SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA water service area for the exclusive use of a single metered family residence for domestic purposes. Service to buildings attached to the residence, including garages and other minor buildings for the use of the residents, may also be through the residential meter. Service to a residence, which is used in part for commercial purposes, but the predominant usage is for residential purposes, shall be served under this rate schedule.
Landscape water meter available per Landscape Meter schedule terms and conditions.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4".....	<u>\$18,3218.96</u>
1".....	<u>\$25,8426.74</u>
1 1/2".....	<u>\$38,3839.72</u>
2".....	<u>\$93,5696.83</u>

Volume Charge

Up to 4,999.....	<u>\$2,162.24</u>
5,000 – 9,999.....	<u>\$2,882.98</u>
10,000 – 19,999.....	<u>\$3,853.98</u>
20,000 and over.....	<u>\$5,135.31</u>

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
 Effective Date: July 1, 20198
 Resolution No: 2018-089

WATER
COMMERCIAL SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA water service area for any establishment engaged in the operation of a business, an institution, whether or not for profit, or government entities.

Such enterprises shall include, but not be limited to, clubs, hotels, motels, schools, hospitals, multi-unit complexes, churches, and municipal, county, state, and federal buildings. All commercial service requires an approved backflow prevention device. See Backflow Prevention and Control Policy

Landscape water meter available per Landscape Meter schedule terms and conditions.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4"	\$ <u>18,3218.96</u>
1"	\$ <u>25,8426.74</u>
1 1/2"	\$ <u>38,3839.72</u>
2"	\$ <u>93,5696.83</u>
3"	\$ <u>230,51238.58</u>
4"	\$ <u>282,40292.28</u>
6"	\$ <u>815,89844.45</u>

Volume Charge

Up to 4,999.....	\$ <u>2,162.24</u>
5,000 – 9,999.....	\$ <u>2,882.98</u>
10,000 – 19,999.....	\$ <u>3,853.98</u>
20,000 and over.....	\$ <u>5,135.31</u>

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
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 Resolution No: 2018-089

WATER
INDUSTRIAL SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA water service area for any establishment engaged in the operation of a business; an institution, whether or not for profit; or a governmental entity.

Such enterprises will include, but not limited to, industrial installations, schools, hotels, motels, municipal, county, or federal buildings, etc.

Landscape water meter available per Landscape Meter schedule terms and conditions.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4"	<u>\$18,2318.96</u>
1"	<u>\$25,8426.74</u>
1 1/2"	<u>\$38,3839.72</u>
2"	<u>\$93,5696.83</u>
3"	<u>\$230,51238.58</u>
4"	<u>\$282,40292.28</u>
6"	<u>\$815,89844.45</u>

Volume Charge

Up to 4,999.....	<u>\$2,162.24</u>
5,000 – 9,999.....	<u>\$2,882.98</u>
10,000 – 19,999.....	<u>\$3,853.98</u>
20,000 and over.....	<u>\$5,135.31</u>

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
Effective Date: July 1, 20198
Resolution No: 2018-089

WATER
BULK WATER SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA water service area by permit for use in connection with the construction, alteration or repair of buildings or other similar activities requiring temporary service through hydrant meters.

To protect the water system from contamination, a backflow device (reduced pressure principle assembly) shall be required to be installed on the hydrant meter. Doña Ana MDWCA shall provide the backflow device. A deposit is required to be paid prior to the installation of the hydrant meter and backflow device.

User is responsible for any stolen lost, or damaged meter and/or backflow device and a new deposit will be required for each stolen, lost damaged, or relocated bulk water meter and/or backflow device.

RATE

The bills are the sum of:

Access Charge

Per month\$93,5696.83

Volume Charge

Up to 4,999.....	\$ <u>2,162.24</u>
5,000 – 9,999.....	\$ <u>2,882.98</u>
10,000 – 19,999.....	\$ <u>3,853.98</u>
20,000 and over.....	\$ <u>5,135.31</u>

Bulk Hydrant Meter Service Activation or Relocation Charge

Relocation of hydrant meter and backflow\$150.00

Hydrant Meter & Backflow Deposit

Hydrant Meter.....	\$1,250
Backflow Device.....	\$250

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
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WATER
LANDSCAPING

AVAILABILITY

Available in the Doña Ana MDWCA service area to all classes of service for landscape irrigation purposes except for golf courses and municipal parks. The applicable Access and Volume Charges will be billed pursuant to the service schedule determined by the rate class review process conducted annually to determine the appropriate rate classification.

Users requesting landscape metering shall contact Customer Service Department to request all expenses associated with the installation.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4".....	\$18,3218.96
1".....	\$25,8426.74
1 1/2".....	\$38,3839.72
2".....	\$93,5696.83
3".....	\$231,51238.58
4".....	\$282,40292.28
6".....	\$815,89844.45

Volume Charge

Up to 4,999.....	\$2,162.24
5,000 – 9,999.....	\$2,882.98
10,000 – 19,999.....	\$3,853.98
20,000 and over.....	\$5,135.31

Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per gallon for the amount consumed in a billing cycle.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
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Resolution No: 2018-089

WASTEWATER
RESIDENTIAL SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA wastewater service area for the exclusive use of a single water metered family residence for domestic purposes. Service to buildings attached to the residence, including garages and other minor buildings for the use of the residents, may also be through the residential meter. Service to a residence, which is used in part for commercial purposes but the predominant usage is for residential purposes, shall be served under this rate schedule.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4"	\$ <u>16.4116.90</u>
1"	\$ <u>17.0317.54</u>
1 1/2"	\$ <u>18.0718.61</u>
2"	\$ <u>22.6323.31</u>

Volume Charge

All	\$ <u>3.523.63</u>
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Applicable Taxes fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement per separate meter dwelling unit shall be per gallon. Volume shall be based on 90% of the average of water consumed in December, January, and February billing cycles. If the user history at their active service site is not available, then the residential class water average will be used in the calculation. This volume will be calculated annually and billed monthly as of the billing month of April of each year.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
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Resolution No: 2018-089

WASTEWATER
COMMERCIAL SERVICE

AVAILABILITY

Available in the Doña Ana MDWCA wastewater service area for any establishment engaged in the operation of a business, such enterprises will include, but not be limited to, parks, clubs, hotels, motels, schools, hospitals, churches, parks, municipal, county, state, and federal buildings.

RATE

The bills are the sum of:

Access Charge

5/8" x 3/4"	\$ <u>16.4116.90</u>
1"	\$ <u>17.0317.54</u>
1 1/2"	\$ <u>18.0718.61</u>
2"	\$ <u>22.6323.61</u>
3"	\$ <u>34.0235.04</u>
4"	\$ <u>47.0748.48</u>
6"	\$ <u>82.3084.77</u>

Volume Charge

All	\$ <u>3.523.63</u>
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Applicable Taxes & Water Conservation fees are not included in Cost of Service Rates.

BILLING UNITS

The unit volume for the purpose of measurement with Doña Ana MDWCA water per separate meter dwelling unit shall be per gallon. Volume shall be based on 90% of the monthly water consumed each month.

The unit volume for the purpose of measurement without Doña Ana MDWCA water per separate dwelling unit shall be per gallon. A meter will be requested to be installed to measure the actual volume that will be billed.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018
Effective Date: July 1, 2019
Resolution No: 2018-089

WATER
NEW CONNECTIONS

Water Connection Charges			
Meter Size	Service Line Up To 25'	Water Right	Total Charge
3/4"	\$1,255.00	\$1,750.00	\$3,005.00
1"	\$1,795.00	\$2,187.50	\$3,982.50
1.5"	\$2,660.00	\$2,625.00	\$5,285.00
2"	\$4,125.00	\$3,500.00	\$7,625.00
3"	\$8,580.00	\$5,250.00	\$13,830.00
4"	\$8,890.00	\$7,000.00	\$15,890.00
6"	\$11,340.00	\$10,500.00	\$21,840.00
Pavement Cut (up to 3 sq. ft.)			\$400

Meter size is determined by the Association.

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Meter Relocation Charge: Same charge(s) as a connection.

\$150 Unable to Connect Service Charge

This charge shall be made when Doña Ana MDWCA is notified by the user or user’s representative that the service site is ready for service and connection and utility personnel have been scheduled to physically connect service, but are unable to connect the service due to, among other things, work site obstructions or incomplete service installation necessary for the utility to perform the necessary and appropriate connection.

TERMS AND CONDITIONS FOR NEW WATER SERVICE CONNECTION

When a new meter is requested, this initiates the service connection process for water services. A Service Order for a new water connection shall not be scheduled until all pertinent impact fees as defined in the Development Impact Fee schedule and connection fees are paid. Fees are paid when a utility account is established with Doña Ana MDWCA Customer Service. The new connection for the residential construction site will be coordinated by Doña Ana MDWCA personnel and establish the final location of the water meter.

New residential construction sites that are found connected to the water system without establishing a utility account and bypassing payment of fees and charges for new connection, shall be deemed as theft of service and illegally connected to the water system.

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. water connection) has occurred. Doña Ana MDWCA shall immediately disconnect water services and assess the user or user’s representative an assessment of \$250.00 per instance of illegal connection. The illegal connection assessment shall be paid in full plus any and all unpaid fees and charges for new connection services and the establishment of a utility account.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018
 Effective Date: July 1, 2019
 Resolution No: 2018-089

WASTEWATER
NEW CONNECTIONS

WASTEWATER CONNECTION CHARGES			
Line Size	Service Line Up To 25'		
4"	\$1,560.00	Pavement Cut (Up to 3 Sq. Ft)	\$400
6"	\$1,585.00		
Over 6"	CALL DEPARTMENT		

\$150 Unable to Connect Service Charge

This charge shall be made when Doña Ana MDWCA is notified by the user or user’s representative that the service site is ready for service and connection and utility personnel have been scheduled to physically connect service, but are unable to connect the service due to, among other things, work site obstructions or incomplete service installation necessary for the utility to perform the necessary and appropriate connection.

TERMS AND CONDITIONS FOR NEW WASTEWATER SERVICE CONNECTION

When a connection is requested, this initiates the service connection process for wastewater services. A Service Order for a new wastewater connection shall not be scheduled until all pertinent impact fees as defined in the Development Impact Fee schedule and connection fees are paid. Fees are paid when a utility account is established with Doña Ana MDWCA Customer Service. The new connection for the residential construction site will be coordinated by Doña Ana MDWCA personnel and establish the final location of the wastewater connection.

New residential construction sites that are found connected to the wastewater system without establishing a utility account and bypassing payment of fees and charges for new connection, shall be deemed as theft of service and illegally connected to the wastewater system.

Doña Ana MDWCA shall have the right to disconnect or refuse to connect or reconnect any utility service where there is evidence that theft of utility service (i.e. water or wastewater connection) has occurred. Doña Ana MDWCA shall immediately disconnect water services and assess the user or user’s representative an assessment of \$250.00 per instance of illegal connection. The illegal connection assessment shall be paid in full plus any and all unpaid fees and charges for new connection services and the establishment of a utility account.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018
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 Resolution No: 2018-089

DEVELOPMENT IMPACT FEES
NEW CONNECTIONS

A Water and Wastewater Development Impact Fee is assessed for each new connection to the Doña Ana MDWCA water and wastewater system based on water meter size.

The fee is also applicable to any increase in size of an existing meter. The fee will be assessed for any such increase in an amount representing the difference between the fee that would be imposed for the existing meter size and the fee imposed for the size of the proposed meter.

WATER & WASTEWATER IMPACT FEES						
Meter Size	WATER IMPACT FEES		WASTEWATER IMPACT FEES			
	Residential	Commercial	Residential	Commercial	Treatment Fee (Picacho Hills Area)	Treatment Fee (All Other Areas)
3/4 x 5/8"	\$1,642.00	\$1,642.00	\$777.20	\$777.20	\$1,165.80	\$1,943.00
1"	\$3,613.00	\$3,613.00	\$1,438.40	\$1,438.40	\$2,157.60	\$3,596.00
1.5"	\$6,359.00	\$6,359.00	\$2,876.40	\$2,876.40	\$4,314.60	\$7,191.00
2"	\$17,908.00	\$17,908.00	\$4,602.00	\$4,602.00	\$6,903.00	\$11,505.00
3"	\$42,844.00	\$42,844.00	\$9,484.40	\$9,484.40	\$14,226.60	\$23,711.00
4"	\$65,005.00	\$65,005.00	\$19,430.00	\$19,430.00	\$29,145.00	\$48,575.00
6"	\$122,037.00	\$122,037.00	\$38,860.00	\$38,860.00	\$58,290.00	\$97,150.00

COLLECTION OF FEE

The Impact Fee may be paid in full at time of application for service or payable in up to 48 monthly payments at 4% annual interest. This installment payment option is available only to Residential and Non-Rental water connections and to the property owners thereof.

GENERAL TERMS-APPLICABLE TO ALL IMPACT FEES

For property owners who enter into an installment payment option, whether they are the utility user or not (in the case of renters/lessees), the monthly payment amount will be billed to the property owner. Failure to pay the sums due may result in termination of all Association utility service to the property; in a lien being filed on the property; and in any other collection remedy available to the Association. In the event the property owner sells or transfers ownership of the property when there is a User Surcharge balance due, the full unpaid balance is due on or before Association utility service for the property is transferred to a new user. The "due on sale or transfer" requirement also applies to foreclosure, deed in lieu of foreclosure, or short sales, and to probate or death transfers. No penalties will be assessed for early payment of the development impact fee amount.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189
 Effective Date: July 1, 20198
 Resolution No: 2018-089

DEVELOPMENT FEES
SUBDIVISION FEE SCHEDULE

Below is a list of fees associated with a request to serve a new development. The Association does require that all fees be paid at the time of the request and that all plans submitted must be stamped by a NM Licensed Engineer. Only complete plan sets will be reviewed; we strive to have a plan set review completed within 30 days.

Fire Flow Test Only	\$250 per hydrant
	+ Water Usage
Residential Fire Flow Analysis	\$2,000
Up to 24 Lots	
Subdivisions with 25-99 lots	+ \$20 per lot 25 – 99
Subdivisions with 100 + lots	+ \$10 per lot 100 & Above
Commercial or Industrial Lot Fire Flow Analysis	\$3,000
Subdivision Plan Review (Up to 3 Reviews)	
Water or Wastewater <u>Only</u>	\$1,000
Up to 24 lots	
Subdivisions with 25 + lots	+ \$15 per lot
Water & Wastewater	\$1,600
Up to 24 lots	
Subdivisions with 25 + lots	+ \$20 per lot

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DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018
Effective Date: July 1, 2019
Resolution No: 2018-089

DEVELOPMENT FEES
WATER RIGHT FEE SCHEDULE

The following policy applies to all applications for water service submitted to the Association by subdivides, developers or commercial users beginning July 1, 2019 unless the Applicant has submitted a Dona Ana County or City of Las Cruces approved subdivision plat by September 30, 2019.

1. Any development proposing to connect to the Association that is not a family exempt subdivision shall be required to transfer ownership of sufficient water rights to meet the needs of the subdivision.
2. The developer must provide the Association with the water rights information at the time service is requested so that the proposed water rights can be evaluated for suitability. The developer may submit water rights information at any time during the development and plan approval process for evaluation. The Association shall notify the Developer within thirty (30) days of the date of submission of the water rights information if the proposed rights are suitable and acceptable to the Association.
3. The water rights transferred to the Association must be groundwater rights with a priority date not later than 1960 in the amount of ½ of an acre foot per year (consumptive use) for each house, single family residential lot, or residential unit (i.e. within multiple unit apartments, etc. sought to be served by Dona Ana Mutual Domestic Water Consumers Association. The Association shall determine on a case by case basis, the water rights conveyance requirement for commercial, industrial or similar type of use other than residential, that is proposed to be served by the Association, if it has the ability to serve such commercial or industrial uses.
4. The Office of the State Engineer may also determine the amount of water rights required to serve the effected land to be a different quantity. The Board of Directors shall accept the larger of the

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 2018

Effective Date: July 1, 2018

Resolution No: 2018-089

amount of needed water rights as between the Office of the State Engineer's determination and the Board's as set forth in this policy.

5. Prior to connecting any new connections in a subdivision, the developer must change the point of diversion and place of use of the water rights to the Association's closest point of diversion.

6. Upon approval by the Office of the State Engineer of the change of place of use and point of diversion, the developer shall transfer ownership of the water rights to the Association.

7. Where it can be shown to the satisfaction of the Association that a parcel of land identified in an application does not have appurtenant pre-1960 groundwater rights and after due diligence and reasonable efforts the Developer is unable to obtain sufficient water rights at the then current fair market value as determined by a current appraisal of the water rights by a licensed appraiser, the Association in its discretion may allow the Developer to pay to the Association a sum equivalent to the value of the amount of water necessary to offset the consumptive use that would result from the existing and future development of the lands effected in the application. Until changed by Resolution of the Board of Directors, the sum is fixed at \$3,500 per acre-foot of groundwater rights. The cash payment shall be made at a time designated by the Board of Directors, after considering the application, but shall be before delivering water service. The manner of payment shall be determined by the Board of Directors of the Association.

8. The Association shall determine the acceptability of all groundwater or surface water rights proposed for conveyance and may reject those deemed inadequate due to later priority dates or other matters of concern to the Association based upon Office of the State Engineer records, EBID records or other public records.

9. All conveyances of water rights provided for in this policy shall comply with applicable laws of the State of New Mexico, rules and regulations and applicable permit or license conditions of the New Mexico Office of the State Engineer.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189

Effective Date: July 1, 20198

Resolution No: 2018-089

10. If any portion of this policy shall be declared unconstitutional or invalid by a judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining portions of this policy.

11. This policy shall be interpreted pursuant to the laws of the State of New Mexico.

DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION

Approval Date: June 67, 20189

Effective Date: July 1, 20198

Resolution No: 2018-089

BOARD OF DIRECTORS
ELECTION PROCEDURES

Doña Ana MDWCA adopts the following as procedures for the conduct of elections of members of the Board of Directors.

Five initial districts were established by the membership in November 2013 in Article VI, Section 9, of the Association’s Bylaws. The sizes and boundaries of these initial districts will be maintained so that the number of members within each district is within ten percent (10%) of any other district. Modifications to district boundaries in the future will be made through a written Policy adopted by the Board of Directors. The district boundaries will be adjusted no later than every five years. The Board of Directors may modify any district boundaries at any time the number of members in any district differs by more than ten percent (10%) from any other district.

Elections for Board positions may be conducted by an independent third party, if feasible. The list of members eligible to vote in an election will close 45 days prior to the election. The eligible membership list will be provided to the entity conducting the election no later than 30 days prior to the election.

A candidate for the Board must be in good standing with the Association at the time of submission of the candidate’s petition and must maintain his/her membership within the district he/she seeks to represent. A prospective candidate must submit a written petition to the Association’s executive director no later than 35 days prior to the election date. A prospective candidate’s petition must contain the names, signatures and addresses of at least five Association members in good standing whose memberships are maintained within the district in which the prospective candidate intends to run, which members will state that they support that person’s candidacy.

Paper ballots shall be used for Board elections. Each voter may cast only one ballot, for a candidate in that member’s district. Ballots may be cast by in-person voting or by absentee mail voting, in accordance with the procedures established by the third party conducting the election and with the approval of the Board of Directors. No proxy voting is allowed. No write-in candidate votes will be considered or counted. Ballots may be counted by voting machine but if voting machines are not available or feasible, they shall be counted by hand. The Association’s executive director and a person designated by the entity conducting the election shall count the votes and submit the final count to the Board of Directors. The Board of Directors shall certify the results and present the certified results to the membership at the annual meeting.

The election for each Board position shall be determined by plurality vote of the members for the candidates within each district. No runoff elections will be held. In the event of a tie vote, the winner will be determined by a drawing of a high card from a deck of standard playing cards.

The Board of Directors shall resolve any disputes or issues arising from an election.

Should a vacancy occur in a Board position other than by removal, the remaining members of the Board of Directors will appoint a replacement who shall serve in that position until the next regularly scheduled election. At that election, the members shall elect a director for the unexpired term.



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr. • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

RESOLUTION # 2019 – 10

A RESOLUTION AUTHORIZING THE MATCH FOR CIF-4910 FOR DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION.

WHEREAS, the New Mexico Finance Authority, requires the local government to certify the availability of 10% matching funds; and

WHEREAS, the Board of Directors of Doña Ana Mutual Domestic Water Consumers Association, New Mexico, has authorized a 10% match for CIF - 4910; and

WHEREAS the official meeting for the approval of the matching funds was advertised in compliance with the New Mexico Open Meetings Act; and

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, NEW MEXICO:

1. Certifies the availability and allocation of the Associations funds for the ten percent (10%) matching requiring in the amount of \$22,500 for CIF – 4910.

APPROVED, ADOPTED AND PASSED by the Board of Directors at the Regular Board Meeting held on June 6, 2019.

(Seal)

James F. Melton, President

ATTEST:

Kurt Anderson, Secretary/Treasurer



Doña Ana Mutual Domestic Water Consumers Association
Mailing Address: P.O. Box 866 • Doña Ana, NM • 88032
Physical Address: 5535 Ledesma Dr. • Las Cruces, NM 88007
(575) 526-3491 Office • (575) 526-9306 Fax

RESOLUTION # 2019 – 11

A RESOLUTION AUTHORIZING THE MATCH FOR CIF-4911 FOR DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION.

WHEREAS, the New Mexico Finance Authority, requires the local government to certify the availability of 10% matching funds; and

WHEREAS, the Board of Directors of Doña Ana Mutual Domestic Water Consumers Association, New Mexico, has authorized a 10% match for CIF - 4911; and

WHEREAS the official meeting for the approval of the matching funds was advertised in compliance with the New Mexico Open Meetings Act; and

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF DOÑA ANA MUTUAL DOMESTIC WATER CONSUMERS ASSOCIATION, NEW MEXICO:

1. Certifies the availability and allocation of the Associations funds for the ten percent (10%) matching requiring in the amount of \$80,000 for CIF – 4911.

APPROVED, ADOPTED AND PASSED by the Board of Directors at the Regular Board Meeting held on June 6, 2019.

(Seal)

James F. Melton, President

ATTEST:

Kurt Anderson, Secretary/Treasurer



Doña Ana Mutual Domestic Water Consumers Association

EMPLOYEE HANDBOOK

Effective July 1, 2019

Vision Statement

Our vision is to be the champion in ensuring quality of life for a greater community by providing, protecting, and extending water and sanitation services through excellence in leadership.

Mission Statement

Doña Ana Mutual Domestic Water Consumers Association is committed to provide quality water and sanitation services for members of our community.

Introductory Statement

This Handbook is designed to acquaint you with **Doña Ana Mutual Domestic Water Consumers Association** (“the Association”) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the **Association** to benefit employees. It is not intended to be comprehensive or address all possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Executive Director or their designee.

This Handbook supersedes all previous manuals or handbooks. Please sign the acknowledgment form at the back of this Handbook and return it to the Executive Director or their designee. This provides the Association a record that you received and reviewed the Handbook

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The policies and guidelines set forth herein do not, in any way, alter the at-will nature of the employment relationship that employees have with Doña Ana Mutual Domestic Water Consumers Association. The Association may change any of these policies or guidelines at any time without prior notice to employees.

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NATURE OF EMPLOYMENT

This Handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract and is not intended to create contractual obligations of any kind.

In order to retain necessary flexibility in the administration of policies and procedures, the Association reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this Handbook, except for its policy of employment-at-will for probationary employees.

The nature of employment is subject to a one-year probationary period from the date of hire. All new or rehired employees work on a probationary at-will basis for one-year from the date of hire. Any excused absence of more than three days will automatically extend a probationary period by the length of the absence. There shall be no unexcused absences during the probationary period. The Association uses this period to evaluate employee capabilities, work habits, and overall performance. Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice.

All employees with more than one-year employment with the Association will be deemed regular full-time employees eligible for accrual of benefits. Regular full-time employees may be terminated by the Association only for just cause and with notice pursuant to the policies and procedures outlined in this Handbook. The policies and procedures set forth herein may be revised or eliminated at any time and for any reason by action of the Board of Directors.

All requirements or goals of the Association set forth in this Handbook are subject to approved budgets of the Association and the availability of funds to the Association. No one has authority to alter this relationship except by written agreement signed by the Executive Director of the Association.

Employees are advised that disciplinary action up to and including termination may result if any policy or work rule within this Handbook is violated.

EQUAL EMPLOYMENT OPPORTUNITY

The Association prohibits discrimination in any form on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service, or obligation or any other legally prohibited criteria. This policy of nondiscrimination applies to employment practices and procedures including:

- ◆ Opportunities for training;
- ◆ Opportunities for placement, transfer, promotion and upgrading;
- ◆ Rates of pay and other forms of compensation including benefits;
- ◆ Disciplining, downgrading, layoff and termination of employment;
- ◆ Use of organization facilities and participation in organization activities; and
- ◆ An opportunity to work in an environment free from unlawful harassment.

Equal Employment Opportunity

It is the policy of the Association to ensure equal employment opportunity without discrimination or harassment on the basis of age, race, color, religion, sex, national origin, ancestry, physical or mental handicaps, serious medical conditions, disability, spousal affiliation, citizenship, sexual orientation, gender identity or veteran status, military service or obligation, genetic information or any other characteristic protected by law. The Association prohibits any such discrimination or harassment.

Harassment–Nondiscrimination/Anti-Harassment Policy and Complaint Procedure

The Association is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the Association expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment. Accordingly, the Association will not tolerate any form of harassment against co-employees, whether by executives, managers, co-workers, the Association’s vendors or other third parties. Likewise, harassment of or by our clients/customers, vendors or other third parties by associates is prohibited by this policy. Employees have a responsibility under this policy to make it known promptly, through the avenues identified herein, whenever they experience or witness harassment or offensive behavior.

The conduct prohibited by this policy includes any verbal or physical conduct that may reasonably be perceived as denigrating or showing hostility toward an individual because of the individual’s race, color, religion, gender, national origin, age, veteran status, sexual orientation, disability, genetic information or other status protected by law. Among the types of conduct prohibited by this policy are epithets, slurs, negative stereotyping and intimidating acts based on an individual’s protected status and the circulation or posting of written or graphic materials that show hostility toward an individual because of his or her protected status.

Even when the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the Association prohibits such conduct in the workplace. Further, this policy prohibits any conduct that could be perceived as harassment by an employee, even though such conduct is not directed at the employee’s protected status. Such conduct includes behavior that is disrespectful of others or is designed to taunt, humiliate, ridicule, isolate or embarrass another employee or interfere with the employee’s ability to do his or her job.

Sexual Harassment

Sexual harassment is a problem that deserves special mention. Sexual harassment includes unwelcome sexual advances, requests for sexual favors and all other verbal or physical conduct whereby submission to such conduct becomes a term or condition of employment, the basis for an employment decision or creates an intimidating, hostile or offensive working environment.

No supervisor or manager has the authority to grant or deny promotions or force any change in job status on the basis of provision or denial of sexual favors. Same-sex sexual harassment is also

specifically prohibited by this policy. Sexual harassment is not limited to explicit demands for sexual favors, but also may include such actions as sexually-oriented kidding, teasing or jokes; repeated offensive sexual flirtations, advances or propositions; obscene or sexually oriented language or gestures; display or circulation of obscene or sexually oriented printed or visual materials and offensive physical contact such as grabbing, patting, pinching or bruising against another's body.

Any hostile conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in the harassment and the individual being harassed are of the same or different genders. This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation.

Reporting and Investigation

Any employee who witnesses or experiences conduct that he or she believes to be inconsistent with this Equal Employment Opportunity policy must report that conduct promptly to his or her manager, any Supervisor, the Executive Director or any member of management. Employees in those situations should take every possible step to make sure that their concerns are reported to one or more of the persons specified above. Only they are authorized to receive and act upon complaints of unlawful harassment or discrimination. This complaint procedure is specifically designed so that employees have a mechanism for bypassing a supervisor he or she believes is engaged in prohibited conduct under this policy. Employees are also expected and encouraged to inform others in the workplace that their conduct is unwelcome or offensive.

All reports describing conduct that is inconsistent with this policy will be promptly and fully investigated. Confidentiality will be maintained to the fullest extent possible given the needs of the investigation. Corrective action will be taken when found appropriate. Violations of this policy, as well as any inappropriate conduct that may be found in investigating reports made under this policy, may result in disciplinary action up to and including termination of employment, even if no unlawful harassment occurred.

Employees who report harassment or discrimination, register a complaint pursuant to this policy or participate in an investigation of harassment or discrimination are protected from any form of retaliation. Intentionally providing false information in a report of harassment may result in disciplinary action up to and including termination.

Americans with Disabilities Act

The Association is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Amendments Act ("ADAAA") (collectively referred to as "the ADA"). It is the organization's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of non-discrimination, the Association will provide reasonable accommodations to a qualified individual with a disability, as defined by

the ADA, who has made the Association aware of his or her disability where possible, provided that such accommodation does not constitute an undue hardship on the Association.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact any member of Management. The Association encourages individuals with disabilities to come forward and request a reasonable accommodation.

On receipt of an accommodation request, any member of management and a supervisor will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Association might make to help overcome those limitations.

The Association will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the Association's overall financial resources and organization and the accommodation's impact on the operation of the Association, including its impact on the ability of other employees to perform their duties and on the Association's ability to conduct business.

The Association will inform the employee of its decision on the accommodation request.

The ADA does not require the Association to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items. An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify any member of management. All such inquiries or complaints will be treated as confidential to the fullest extent possible.

No Retaliation

Consistent with its Equal Employment Opportunity policy, the Association encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of the Association to promptly and thoroughly investigate such reports. The Association prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

Individuals and Conduct Covered

These Equal Employment Opportunity policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the Association (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the Association will hire only individuals legally authorized to work in the United States. Therefore, the Association requires that all employees complete the Form I-9 no later than their first day of employment and provide all documentation legally required at that time. Employees working under temporary permits are required to keep their work status current. Whenever employees have any status change affecting their work authorization, they must notify a member of the management team immediately. If an employee is no longer legally able to work in the United States (for example- expiration or revocation of permit/visa) the Association can no longer employ him/her.

EMPLOYEE MEDICAL EXAMINATIONS

All applicants for employment with the Association are required to undergo a pre-employment drug test, alcohol screening, and a background investigation following a contingent offer of employment. A health professional of the Association's choice will perform the drug test and alcohol screening at the Association's expense. Employment is contingent upon satisfactory results of the tests, and investigation.

Operations staff will be required to receive vaccinations as designated by the Association. An employee may be exempted from the vaccination requirement for up to one year on health or religious grounds, upon submission of either: a certificate of a duly licensed physician stating that the current physical condition of the employee is such that immunization would seriously endanger his/her health, or an affidavit or written and signed affirmation from an officer of a recognized religious denomination that the employee is a bona fide member of a religious group whose religious teaching requires reliance upon prayer or spiritual means alone for healing, or does not permit the administration of vaccine or other immunizing agent. The exemption must be renewed each year.

PERSONNEL RECORDS AND PERSONAL DATA CHANGES

It is important that employee personnel files contain current information regarding each employee. Employees should inform the administration immediately whenever there is a change in personal information such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency, educational accomplishments and other personal data. Employees whose duties include driving shall notify the Association of any changes in medication, citations or changes in driving record in writing. Personnel files are the property of the Association

EMPLOYMENT APPLICATIONS

The Association relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information or data provided may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYMENT CATEGORIES

Regular Full-Time Employees are those who are regularly scheduled to work more than thirty-two (32) hours in a workweek. Such employees are eligible to accrue and use benefits provided herein upon successful completion of any preliminary period(s).

Part-Time Employees are those who are hired and regularly scheduled to work thirty-two (32) hours, or less, in a workweek. This category is not eligible for leave or other benefits.

Temporary or Contract employees are assigned to work with the Association but are not eligible for any employee benefits and should check with their own employer (the temporary employment agency) with regard to their employers' policies and procedures. This category is not eligible for leave or other benefits.

CONFLICT OF INTEREST POLICY

A conflict of interest may exist when the interests or potential interests of any director, officer, or employee, or that person's close relative, or any individual, group, or organization to which the person associated with the Association has allegiance, may be seen as competing with the interests of the Association, or may impair such person's independence or loyalty to the Association. A conflict of interest is defined as an interest that might affect, or might reasonably appear to affect, the judgment or conduct of any director, officer or employee in a manner that is adverse to the interests of the Association. This policy is directed not only to Board members and officers, but to all employees of the Association.

There exists between the Association and its board, officers and employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers and employees have the responsibility of administering the affairs of the Association honestly and prudently and of exercising their best care, skill and judgment for the sole benefit of the Association. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with the Association or knowledge gained there from for their personal benefit. The interests of the Association must have the first priority in all decisions and actions.

Conflicts of interest may arise in the relations of directors, officers and employees with any of the following third parties:

- Persons and firms supplying goods and services to the Association
- Persons and firms from whom the Association leases property and/or equipment
- Persons and firms with whom the Association is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities or other property
- Competing or affinity organizations
- Donors and others supporting the Association

- Recipients and grants from the Association
- Agencies, other organizations and associations that affect the operations of the Association
- Family members, friends and other employees

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms mentioned above. Such an interest might arise, for example, through:

- Owning stock or holding debt or other proprietary interests of more than 5% in any third party dealing with the Association
- Holding office, serving on the board, participating in management or being otherwise employed (or formerly employed) by any third party dealing with the Association
- Receiving remuneration for services with respect to individual transactions involving the Association
- Using the Association's time, personnel, equipment, supplies or goodwill other than for approved Association activities, programs and purposes
- Receiving personal gifts or loans from third parties dealing with the Association. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.

The areas of conflicting interest listed above and the relations in those areas that may give rise to conflict listed herein are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the trustees, officers and employees will recognize such areas and relation by analogy.

The fact that one of the interests described above exists does not necessarily mean that a conflict exists or that the conflict if it exists is material enough to be of practical importance, or if material that upon full disclosure of all relevant facts and circumstances that it is necessarily adverse to the interests of the Association.

However, the existence of any of the interests described above shall be disclosed on a timely basis and always before any transaction is consummated. It shall be the continuing responsibility of board members, officers and employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

Directors having a conflict of interest with the Association shall notify the Board Chair of such conflict. Employee disclosures should be made to the Executive Director or their designee, who shall determine whether a conflict exists and is material, and if the matters are material, will bring them to the attention of the Board or designated committee.

The Board shall determine whether a conflict exists and is material and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair and reasonable to the Association. The decision of the Board on these matters will rest in its sole discretion and its concern must be the welfare of the Association and the advancement of its purpose.

The minutes of the next meeting of the Board or its committee shall reflect that the conflict of interest was disclosed, that the interested did not vote.

Transactions with related parties may be undertaken only if all of the following are observed:

- A material transaction is fully disclosed in the audited financial statements of the organization;
- The related party is excluded from the discussion and approval of such transaction;
- A competitive bid or comparable valuation exists; and
- The Association's Board has acted upon and demonstrated that the transaction is in the best interest of the Association.

All employees will be asked to complete a certification upon becoming employed and on an annual basis thereafter regarding agreement with the policy and disclosure of any known conflicts of interest. Likewise, each Director will be asked to complete such a certification of agreement.

SECURITY AND CONFIDENTIAL INFORMATION

The security of employees, employee property, customer information and Association property is of vital importance to the Association. All employees share responsibility to ensure that proper security is maintained. Any breach of security should be reported promptly to a supervisor or to the Executive Director or their designee.

Association property includes not only tangible property, like computers and equipment, but also intangible property such as information. Of particular importance are proprietary information and confidential information. Proprietary information includes all information obtained by the Association employees during the course of their work. These policies, for example, contain proprietary information. Confidential information is any Association information that is not known generally to the public or industry. Customer information and files, personnel files, computer records, financial and marketing data, formulas and trade secrets are examples of confidential information.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third-party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.
- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.
- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.

- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

Nothing in this policy should be construed or interpreted to restrict an employee's rights under Section 7 of the National Labor Relations Act. Any employee with questions about this policy may seek the advice of a supervisor, the Executive Director or their designee. Employees who have remote access privileges are governed by these same security policies. Anyone who violates these policies may be subject to discipline, discharge and/or legal action.

PERFORMANCE EVALUATIONS

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted on an annual basis, at the end of each fiscal year and as scheduled by the supervisor. This period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the position.

EMPLOYEE BENEFITS

Vacation Leave Benefits

Vacation Leave, which is time off with pay, is available to regular, full-time employees.

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule:

- Before five (5) years of eligible service, the employee is entitled to accrue ten (10) vacation days each year.
- After five (5) years of eligible service, the employee is entitled to accrue fifteen (15) vacation days each year.
- After eleven (11) years of eligible service, the employee is entitled to accrue twenty (20) vacation days each year.

Vacation leave accrues each pay period, at the rate applicable to the employee. For example, an employee with less than five (5) years of eligible service will accrue vacation leave at the rate of

3.0769 hours per pay period. After five (years) of eligible service, leave will accrue at a rate of 4.6154 hours per pay period. After eleven (11) years of eligible service, leave will accrue at a rate of 6.1538 hours per pay period. Maximum accrual of annual leave shall amount to no more than 80 hours plus that amount earned in the current leave year. All annual leave accrued in excess of 80 hours at the completion of the leave year will be forfeited without compensation to the employee. Upon termination of employment, the Association will compensate an employee for unused accrued vacation leave up to a maximum of 80 hours, at the hourly rate applicable to that employee at the time of termination, unless the employee has failed to complete one year of service.

Employees can request use of vacation leave after it is earned and accrued, except that a new employee cannot use accrued vacation leave until after one full year of full-time employment. Paid vacation time can be taken in minimum increments of one hour. To take vacation time off, employees should request vacation three (3) days in advance of the time to be taken, for approval from their supervisor(s). Employee annual leave requests will be reviewed based on a number of factors, including business needs and staffing requirements. Employees are encouraged to take accrued vacation leave within their benefit year.

Vacation Leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

For any employee who has accrued unused vacation benefits prior to adoption of this policy, the accrued time shall remain available to the employee. For supervisors, approval of requested vacation leave must be obtained from the Executive Director. The Executive Director must get approval from the Board Designee.

Holidays

The Association will grant holiday time off to all employees on the holidays listed below:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (Fourth Thursday of November)
- Day after Thanksgiving (Fourth Friday of November)
- Christmas Eve (December 24)
- Christmas (December 25)

The Association will grant paid holiday time off to regular full-time employees. Holiday pay will be calculated based on the employee's regular time pay rate (as of the date of the holiday) multiplied by the number of hours the employee would otherwise have worked on that day. To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Paid time off for holidays will be counted as hours worked for the purposes of determining whether overtime pay is owed.

- Holiday time off in conjunction with vacation leave is allowed provided:
 1. An employee submits a written request two (2) weeks prior to the holiday and receives supervisory approval;
 2. A verified emergency occurs affecting the health and welfare of an immediate family member. (The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.)
- Management may approve an employee's request to take holiday time off in conjunction with vacation leave, depending on the needs of the Association.
- Holiday pay in conjunction with sick leave qualifies only if sick leave is verified with a physician's statement.

Workers' Compensation Insurance

The Association provides comprehensive workers' compensation insurance at no cost to employees; the insurance generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical, or hospital treatment. Employees who sustain work related injuries or illnesses should inform their supervisor immediately. **No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.**

Eligible employees may be allowed to use accrued benefits combined with worker's compensation insurance benefits, if the employee's regular rate of pay is not exceeded.

Sick Leave

The Association provides paid sick leave to regular full-time employees for periods of temporary absence from work due to illness or injuries. Sick leave may be used when an employee is genuinely ill. Any employee who reports for work and who is, in the judgment of a supervisor, too ill to work or endangers the health of customers or other employees may be sent home by a supervisor; the employee must use the employee's available, accrued sick leave will be considered as "leave without pay" or will be required to use vacation leave if the employee has no accrued sick leave at that time.

An employee will accrue sick leave at the rate of one day per full month of full-time employment service. Sick leave will be credited to an employee's sick leave account at the end of each month. Sick leave can only be used with appropriate notification to the employee's supervisor. A new employee accrues sick leave from the first date of employment but cannot use accrued sick leave unless and until the employee has completed ninety calendar days of full-time employment.

Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave for an absence due to their own illness or injury and may use sick leave to attend to an immediate family member.

The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor and/or the designees before the scheduled start of their workday if possible but no later than fifteen (15) minutes before the start of the workday. The direct supervisor must also be contacted before the start of each additional day of absence. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the illness or injury which prevented the employee from working and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well (i.e., sick leave used in conjunction with holidays, vacation, or weekends) and may be required as a condition to receiving paid sick leave. Before returning to work from a sick leave absence of three (3) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Benefits will be calculated based on the employee's base pay rate at the time of absence.

Sick leave is intended solely to provide income protection in case of illness or injury. The employee may be required to provide proof of illness by a physician

Whenever an employee has been absent from duty because of an injury off the job or prior to the onset of workers' compensation coverage, or has been absent from duty for three (3) or more consecutive workdays, employee shall present to his supervisor a written statement from a physician confirming the employee's ability to return to his/her regular job duties, or setting forth any limitations on his/her ability to work. The Health Provider shall notify the employee's supervisor of any limitations on the employee's ability to work and the supervisor shall determine if any work is available consistent with the physical limitations.

An employee may use sick leave for his/her own illness or to visit a doctor, laboratory or other medical facility and may also use sick leave to stay home and care for an immediate family member. Supervisors may require a physician's statement or request that other care giving arrangements be made. *When an employee becomes ill while on annual leave, sick leave can be substituted for annual leave only upon presentation of a physician's written statement.*

An individual employee's unused sick leave may be accumulated up to 480 accrued hours. Sick leave beyond 480 hours is lost if not used. Accrued sick leave balances may be carried over from calendar year to calendar year, but never in excess of 480 accrued hours. No payment for accumulated unused sick leave will be made by the Association.

Time Off to Vote

The Association encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees because of their work schedules are unable to vote in an election, the Association will grant an appropriate amount of time off work for the employee to vote. Employees whose work day begins within two hours of the polls opening and ends less than three hours before polls close, are entitled to up to two paid hours leave to vote. The Association can set the time for leave to vote.

Bereavement Leave

Full-time employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

- Up to three (3) days of paid bereavement leave is allowed by the Executive Director as necessary for such bereavement leave.

Bereavement Leave pay is calculated based on the base pay rate at the time of absence.

Bereavement leave for the death of an immediate family member will normally be granted unless there are unusual business needs or staffing requirements. Employees may use, with their supervisors' approval, two (2) days of any available paid leave for additional time off as necessary.

The Association defines immediate family as the employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren; stepfather, stepmother, or stepchildren, or any in-law at any of these levels.

The Association may require reasonable proof, satisfactory to the Association, of the death of an immediate family member.

FAMILY AND MEDICAL LEAVE ACT

Medical Leave

The Association provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition of disability apart from an injury on the job. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Regular Full-Time Employees are eligible to request medical leave as described in this policy:

Eligible employees should make requests for medical leave to their supervisors at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the Association. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees who are granted a medical leave for the period of the disability, may use up to a maximum of sixty (60) days of sick leave (i.e., 480 hours of sick leave) and/or any accrued vacation time. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance will be provided by the Association until the end of the first full month of medical leave. Provided employees are not on accrued paid time off, employees will become responsible for the full costs of the medical insurance if they wish coverage to continue. When the employee returns from medical leave, the Association according to the applicable plans will again offer health insurance through its group plan.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return dates, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

Family Leave

Under the Family and Medical Leave Act (FMLA), the Association provides family leaves of absence without pay to eligible employees who wish to take time off from work duties due to a serious health condition, to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. Leave will also be granted for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty, or called to active duty status, and deployed to a foreign country as a member of the Regular Armed Forces, the National Guard or Reserves.

An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including the National Guard or Reserves, with a serious injury or illness

will be granted up to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the service member.

An employee is eligible for FMLA leave if the employee has worked for the Association at least 12 months and has at least 1,250 hours of service for the Association over the past 12 months.

All requirements of the FMLA and its regulations must be met by the requesting employee for any FMLA leave.

An eligible employee should make a written request for family leave to the employee's supervisor at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. Requests will be presented to the Executive Director for final approval.

Eligible employees may request up to a maximum of twelve (12) weeks of family leave within any twelve (12) month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than ten (10) calendar days. Employees will be required to first use any accrued paid leave time before taking unpaid family leave.

The Association will continue to provide existing health insurance for an employee while the employee is on approved family leave. The employee will continue to be responsible for any premiums that are currently not being paid by the employer. In some instances, the Association may recover premiums it paid to maintain health coverage for an employee who fails to return to work following FMLA leave.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the Association with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee may be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to return to work on the agreed upon return date, the Association will assume that the employee has resigned. The employee shall be notified by certified mail at the current residential address on record in the personnel file.

If there is any inconsistency between the FMLA provisions of this Handbook and the FMLA itself, or its regulations, the FMLA and FMLA regulations will control.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference

between their normal base compensation and the pay (excluding expense pay) received while on military duty.

The portion of any military leaves of absence more than two weeks will be unpaid. However, employees may use any available paid time off (i.e., vacation or compensatory) for the absence.

Vacation, sick leave, and holiday benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to thirty (30) days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they work have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Employee requests for Medical, Family, or Military leave are subject to approval of the Executive Director.

Pregnancy-Related Absences

The Association will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and childcare, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family medical leave.

HEALTH INSURANCE

The Association makes available to Regular Full-Time Employees and their dependents medical, vision and dental insurance benefits. Medical health insurance benefits shall be available the first of the following month after 60 calendar days of full time employment

The insurance premium for the Association's Medical Health Insurance Plan for the Employees is paid by the Association. An eligible employee who wants Health Insurance for his/her dependents will be required to pay the premium of such coverage.

Eligible employees participate in the health insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier(s).

Details of the health insurance plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about health insurance benefits.

Vision

Details of the vision plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about vision benefits.

Dental

Details of the dental plan and information on the cost of coverage will be provided in advance of enrollment. The Executive Director or their designee will provide information about dental benefits.

The cost of this insurance and the contribution to that, if any, by the Association may change periodically with notice to the employee.

LIFE INSURANCE

Accidental Death and Dismemberment (AD&D) insurance coverage is provided to Regular Full-Time Employees as part of the Association's basic life insurance plan.

Employees will participate in the life insurance plan subject to all terms and conditions of the agreement between the Association and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. The Executive Director or their designee will provide information about life insurance benefits and the cost to the covered employee of securing such benefits. The cost of life insurance may change periodically with notice to the employee.

JURY DUTY

The Association encourages employees to fulfill their civic responsibility by honoring the call to jury duty when required. An employee in a regular full-time position, who is ordered to serve on a jury, shall be allowed the necessary time to be absent from work at his/her regular pay, provided he/she turns over any fee received for jury duty to the Association. Upon presentation of a jury duty subpoena or notice issued by the appropriate court, the Association will convert the employee's usual shift to a regular, five (5) day Monday through Friday (forty (40) hours per week) shift during the period of time they are subject to reporting to the court for jury duty. The employee may be required to work standby or weekends. Employees are expected to report for work whenever the court schedule permits.

EDUCATIONAL ASSISTANCE

The Association may reimburse tuition costs for Regular Full-Time employees, on the active payroll and who are performing their job satisfactorily. The Employee must maintain a "B" or better on all courses taken in order to be eligible for reimbursement.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a higher-level position in the organization in order to be reimbursable. The Association has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable- future position and whether reimbursement will be offered to an employee. If an employee desires tuition reimbursement, he/she must provide information about the course and a written request for reimbursement to his/her supervisor for consideration, along with a degree plan. The supervisor will bring the request before the Executive Director or their designee for a determination. The degree plan will be reviewed and the employee will be notified of classes eligible for reimbursement. The request must be made and approved by the Executive Director prior to enrolling in the course(s).

While educational assistance is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal education will entitle the employee to advance, receive a different job assignment, or receive pay increases.

OPERATOR CERTIFICATION PROGRAM

The Association encourages employees in the Operating Department to become "Certified Operators" at the highest practical level. To that end, the Association will pay for the costs of training materials and for time spent in testing for certifications. As time and circumstances permit, the Association will provide related certification training on paid time for employees engaged in such training.

The Association will provide travel expense reimbursement for off-site training/testing as provided in the State's Per Diem Act with prior approval of the Executive Director or their designee.

It is the obligation of the employee to successfully participate in the certification training. Failure to pass after the first attempt will bar that employee from certification training at the Association's expense for that particular level, unless authorized by the Executive Director. The employee may be allowed to test a maximum of three (3) times at a particular level. Failure to pass certification examinations after a third attempt will bar that employee from certification testing at the Association's expense for that particular level.

A Regular Full-Time Employee, who is directed to take job-related training at the expense of the Association, will be paid for time at such training not to exceed eight (8) hours in a calendar day and will be reimbursed for expenses incurred as provided in state governing regulations.

While certification training assistance and other directed training is expected to enhance employee performance and professional abilities, the Association cannot guarantee that participation in formal certification classes will entitle the employee to advancement, a different assignment, or pay increases.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the Association expects employees to follow rules of conduct that will protect the interests and safety of all

employees and the organization. Employees are expected to comply with these internal rules of conduct as well as requirements from federal, state, and local laws. It is each employee's responsibility to learn and abide by these internal rules; ignorance of these work rules is not an acceptable excuse.

It is not possible to list all the forms of behavior that are considered **unacceptable** in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Unauthorized removal or possession of property
- Falsification of timekeeping records
- Working and/or operating Association vehicles or equipment, under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned, leased, rented, or customer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Use of company equipment, vehicles, tools, or materials for personal use
- Use of equipment or vehicle without prior approval
- Engaging in criminal conduct in or affecting the workplace
- Engaging in gossip that affects productivity, employee morale, or contributes to a negative work environment
- The use of smoke and smokeless tobacco products and e-cigarettes in prohibited areas.

ATTENDANCE AND PUNCTUALITY

Absenteeism and tardiness places a burden on other employees and on the Association. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled,

they should notify their supervisor as soon as possible but no later than fifteen (15) minutes before the work shift begins.

Violations of this policy will result in disciplinary action up to and/or including termination.

The general work schedule is 8:00 a.m. - 5:00 p.m. Monday through Friday, unless notified by a supervisor of changes to individual or department schedules.

The Operations Department may be on a modified schedule for the summer time. The modified time will be determined annually by the Field Manager and the Executive Director.

OPEN DOOR POLICY

The Association promotes an atmosphere whereby employees can talk freely with members of the management staff. In addition to the policies above, employees are encouraged to openly discuss any problems with their supervisor(s) so that appropriate action may be taken. If the supervisor cannot be of assistance, the administrative team, and specifically the Executive Director or their designee, is available for consultation and guidance. The Association will attempt to keep all such expressions of concern, their investigation, and the terms of their resolution confidential, recognizing however, that in the course of investigating and resolving the concerns some dissemination of information to others may be appropriate.

Employees are encouraged to raise work-related concerns with their immediate supervisor as soon as possible after the event that causes the concerns. Alternatively, if an employee believes that his/her immediate supervisor is not the appropriate person with whom to raise the concern, the employee may raise it with a member of management.

Employees are encouraged to pursue discussion of work-related concerns with management until the matter is fully resolved. It may not always be possible to achieve the result the employee wants, but if not, the Association will attempt in each case to explain why. The Association believes that employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good-faith concern.

Internal Complaint Policy

Employees are afforded the opportunity to seek internal resolution of their work-related complaints. This policy is intended to supplement the Open Door Policy set forth above, which states the philosophy of the Association that all employees have free access to their immediate supervisors or to other supervisors of their choice to informally express their work-related concerns. The Association will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination to others may be appropriate.

Complaints should be filed as soon as possible after the date of the events that give rise to the work-related concern, by completing a Complaint Form available from administration. Complaint

Forms must be filled out completely and must set forth in detail the bases for the complaint. The original Complaint Form must be sent to the administration.

The administration will date and log all Complaint Forms and send an acknowledgement to the employee that the complaint is under review.

The Executive Director or his/her designee will investigate the allegations of the complaint by meeting separately with the complaining employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

Upon completion of the review, the employee will receive an oral explanation of the conclusion reached and the reasons for that conclusion.

Employees who have filed a complaint in good faith will not be unlawfully disciplined or otherwise retaliated against, even if the Association does not agree with the complaint.

DRESS CODE

The following information is intended to serve as a guide to help define appropriate business wear for employees in the Administration and other Staff Departments. (Operations Department appearance and clothing is addressed elsewhere in the Handbook.)

Not all clothing is appropriate for the office. Business wear means clean, neat, pressed, professional clothing.

Listed below is a general overview of acceptable business wear as well as a listing of some of the more common items that are not appropriate for the office. Obviously, neither group is intended to be all-inclusive. Rather, these items should help set the general parameters for proper business wear and allow employees to make intelligent judgments about items that are not specifically addressed. Examples of acceptable business wear include:

- Dress slacks
- Dress capris (below the knee)
- Dark wash jeans (Friday Only)
- Skirts (no denim except on Friday)
- Dress shoes

Examples of inappropriate clothing items that cannot be worn include:

- Jeans that are worn or faded
- Short skirts
- Sweat pants
- Warm-up or jogging suits or pants
- Shorts
- Bib overalls
- Spandex or other form fitting pants or capris
- Visible undergarments

- Slippers
- Flip flops
- Athletic shoes
- Other causal shoes

UNIFORM/BOOT POLICY

Operations employees will wear regulation uniforms. Uniforms will consist a polo shirt and denim pants in good condition and not worn or faded. It is the responsibility of each employee to maintain clean uniforms in good repair.

Shirt

- Each operations employee shall be issued five (5) shirts. Thereafter, employees will be issued five (5) new replacement shirts each following year.
- The employee's name tag and/or identification badge will be worn above the right pocket of the shirt.
- The Association logo patch will be worn over the left pocket of the shirt. All shirts will be worn tucked in.
- The Association logo/patch must be removed from shirts and turned in at the time of annual replacements or when the employee separates from employment.
- The Association will provide disposable coveralls for employees to use when excessive grease or grime might ruin their uniforms. In addition, rubber boots are available so safety boots will not be ruined when used in water.

Caps

Operations employees will be issued two (2) caps per year, provided the employee elects to wear an Association cap. Other headwear may be worn with a supervisors' approval.

Pants

- Each operations employee is issued five (5) pairs of denim pants per year. Thereafter, employees will be issued five (5) new pairs of replacement denim pants each following year.
- Return of previously issued pants is not required.
- It is expected that all employees, to whom uniforms are issued, will be in the uniform provided by the Association any time they are at work. The employee is responsible for keeping uniforms neat, clean and in good condition, with all patches, logos, etc. securely attached. No replacement uniforms for damaged uniforms will be authorized.

Safety Footwear

Employees working in positions that place them at significant risk of foot injury will, as directed by their supervisor, wear safety boots (i.e., issued steel toe) of a type that will afford proper protection for that position at all times.

Based on approved budget, the Association will pay the first \$180.00 of the employee's cost of boots when purchased at the Dealer designated by the Association. Safety boots must be steel toe

and meet OSHA regulations. Employees must turn in worn out safety boots before the Association will approve replacement boots.

Employees will obtain their safety shoes before reporting for their first day of work.

Any employee who is required to purchase and wear safety boots will wear such boots at all times while working for the Association. If any employee arrives for work without his/her safety footwear, he/she will be sent home without pay and may be subject to additional discipline at the discretion of his/her supervisor.

Upon termination of employment, employees must return issued clothing, tools, etc., before receiving final payment of accumulated pay or benefits. Employees who leave the Association within six (6) months of receiving safety footwear will have the cost of the safety shoe deducted from their final paycheck on a pro-rated basis.

Blood-Borne Pathogen Control

The Field Manager will evaluate the need for additional uniform services and institute special uniforms and uniform service, as appropriate to provide effective contamination control in areas where occupational exposure to blood-borne pathogens and other contaminants may exist.

Facial Hair

Facial hair is not allowed for any certified operator or anyone else dealing with chlorine within the Dona Ana MDWCA System.

PERSONAL APPEARANCE

Employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions, during working hours. Employees must maintain good grooming and personal hygiene habits. Hair should be clean and neatly groomed. Employees overall appearance should exemplify professionalism.

Any employee who arrives at work improperly dressed may be asked to return home to change clothes and shall not be deemed to have arrived to work until properly dressed. The supervisor may consider the employee late if the employee does not return to work within a one (1) hour period. Employees, who report to work in clothing not in conformity with the dress code requirements, may be subject to disciplinary action up to and including termination.

TIMEKEEPING

Every employee is responsible for accurately recording time worked and is encouraged to do so. Time worked is the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's supervisor before it is performed.

It is the employee's responsibility to sign his/her time records to certify the accuracy of all time recorded. The supervisors will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record. Employees are prohibited from altering, falsifying, tampering with time records, or recording time on another employee's time record.

OVERTIME

Employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must be reviewed and approved by the supervisor prior to performance of the work.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour restrictions. Overtime pay will be calculated based on paid status.

STANDBY

Standby time is defined as non-duty hours when an employee is required to remain available by telephone or other electronic contact in order to be accessible to return to the workplace within a reasonable and pre-determined time, if called. Each employee on standby after regular working hours will receive adequate compensation for standby status at the designated rate of sixty-five dollars (\$65) a week, or nine dollars and twenty-eight cents (\$9.28) a day.

An employee who is working "standby" must meet the following criteria:

- 1) Stay within cell phone range;
- 3) When notified by telephone, the employee must call in within five (5) minutes;
- 4) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
- 5) Must arrive in "fit" condition. Failure to adhere to these criteria may result in the loss of standby pay for the period.

If an employee does not meet the criteria above, he/she will forfeit "standby" pay from the time of the first attempt to contact him/her to the end of the standby period and may be subject to disciplinary action.

ON-CALL

On-call time is defined as non-duty hours when an employee is required to remain available by telephone or other electronic contact in order to be accessible to return to the workplace within a reasonable and pre-determined time, if called. Each employee on-call after regular working hours will receive adequate compensation for on-call status at the designated rate of sixty-five dollars (\$65) a week, or nine dollars and twenty-eight cents (\$9.28) a day.

An employee who is working "on-call" must meet the following criteria:

- 1) Stay within cell phone range;
- 3) When notified by telephone, the employee must call in within five (5) minutes;

- 4) Must leave the location where the call is received within 10 minutes or less after receiving the call; and
- 5) Must arrive in “fit” condition. Failure to adhere to these criteria may result in the loss of standby pay for the period.

If an employee does not meet the criteria above, he/she will forfeit “on-call” pay from the time of the first attempt to contact him/her to the end of the standby period and may be subject to disciplinary action.

The on-call employee is expected to respond to telephone inquiries and SCADA false alarms during the on-call period without additional compensation.

EMERGENCY CLOSINGS

At times, emergencies and circumstances beyond Association control can disrupt operations; such circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, time off from scheduled work on the workday affected will be paid.

Employees not reporting to work due to an emergency closing must be immediately available to return to work in the event the emergency condition ceases to exist. Employees not available to return will not be paid for time off from work.

In the event an employee cannot make it into the office, he/she shall notify his/her supervisor prior to the beginning of his/her scheduled starting time.

- A. **DELAYS:** The Association will follow the local City/County Government schedule for weather delays in the morning and/or closings or early closures caused by inclement weather. If the City/County schedule is delayed, reflects an early closure, or a complete closure, the Association will be on a two-hour delay.
- B. **CLOSURES IN INCLEMENT WEATHER:** The Association will follow the local City Government schedule for weather closures, where the Association office is located for non-emergency personnel.

Employees are encouraged to use their judgment as to whether it is safe to drive to work from where they live. It is imperative that all employees contact their immediate supervisor in these situations.

PAYDAYS

All employees are paid on a biweekly basis. Each payroll week consists of Monday 12:01 a.m. through Sunday 12:00 midnight. Each pay period will include earnings for all work performed through the end of the previous payroll period. All timesheets must be signed by the employee and must be turned in to the supervisor on Monday morning by 8:30 a.m. for the prior payroll week [immediately following the end of the payroll week]. Supervisors must sign and forward

timesheets to the Executive Director or their designee by 9:30 a.m. to assure employees receive pay on the following Tuesday by 4:00 p.m.

In the event that a regularly scheduled payday falls on a holiday, employees will receive their pay the business day prior to the holiday.

BUSINESS TRAVEL EXPENSES

The Association will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. The Association Board of Directors, or its Executive Director, must approve all business travel in advance.

Employees whose travel plans have been approved should make all travel arrangements through their supervisor or a designated staff member.

Expenses will be reimbursed on a per diem basis, based on the New Mexico Per Diem Act, or based on supported expenses incurred.

Only authorized out of town business travel that requires an overnight stay shall qualify for per diem.

Per diem and mileage allowances shall be paid in accordance with regulations of the New Mexico Department of Finance and Administration.

Should a company vehicle not be available, employees shall use their personal vehicle and qualify for mileage reimbursement.

Should more than one employee travel on business, employees must car pool, if possible.

Cash advances to cover reasonable anticipated expenses may be made to employees, after travel has been approved. Employees should submit a written request to their supervisor when travel advances are needed, consistent with the State Per Diem Act.

With prior approval, a family member or friend may accompany employees on business travel, except in a company vehicle, and when the presence of a companion will not interfere with successful completion of business objectives. Generally, an employee is permitted to combine personal travel with business travel, as long as time away from work is approved. Additional expenses arising from such non-business travel are the responsibility of the employee.

MEAL PERIODS

All employees are provided with one meal period of sixty (60) minutes in length each workday. The workday is defined as any consecutive eight (8) hour period.

No employee shall be allowed to make up any time taken off his or her regular scheduled workday by working the designated mealtime unless approved by supervisor, based on work schedule.

When employees, due to an emergency work assignment, must work through the meal period, their supervisor may elect to provide a meal to the employee.

TOBACCO AND E-CIGARETTES

The Association is a non-smoking organization. The use of smoke and smokeless tobacco products and e-cigarettes is prohibited in all areas controlled, occupied or used by the Association. This includes bathrooms, hallways, elevators, vehicles and stairwells. The use of smoke and smokeless tobacco products and e-cigarettes is allowed only in designated outdoor areas and during the break periods allotted.

USES OF EQUIPMENT AND VEHICLES

When using Association equipment and vehicles, employees are expected to exercise care, perform required maintenance, keep the vehicle clean and follow all operating instructions, safety standards, and guidelines.

Employees must notify their supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Failure to notify the supervisor may subject the employee to disciplinary action.

Employee use of vehicles out of the service area for **personal use** is prohibited.

Employees must have and maintain a valid New Mexico Driver's License and must report any and all traffic violations to their immediate supervisor. The Association reserves the right to verify any employee's driving record and/or insurance coverage.

Employees required to use their personal vehicle must provide a copy of current insurance coverage and this proof must be provided on a semiannual basis.

Employees who are involved in an accident while traveling on Association business matters must promptly report the incident to their immediate supervisor and will be required to pass drug and alcohol testing. Vehicles owned, leased, or rented by the Association may not be used for personal use without prior approval.

The Association may monitor driving records on a monthly basis. Employees are expected to be in compliance with all local and state laws while operating Association equipment and vehicles and are not to use cell phones while operating such equipment or vehicles.

USES OF PHONE AND MAIL SYSTEMS

The mail system is reserved for Association business purposes only.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

Personal calls at work are discouraged by the Association. No personal calls can be made or received on Association phone lines, except in emergency situations.

Personal phone calls may be made on personal cell phones, but only when necessary and with the supervisor's knowledge and control. Abuse of the privilege may result in disciplinary action. "Personal calls," as used here, also includes text messaging, emails, pagers and other communication devices.

No phone or radio calls shall be made or received while an employee is driving, operating machinery or engaged in construction. If driving, an employee shall pull over to the side of the road or into a parking area to make or receive a call.

Cell Phone Usage

Employees may carry their personal cell phones with them while working for the Association or while using Association equipment, subject to the following restrictions:

- All personal calls or other cell phone communications will be received or made during break periods or lunch periods only.
- Other than during break periods, employees will neither take incoming nor make personal outgoing calls or other cell phone communications during work hours, except in case of emergency.
- Employees will not use personal or Association cell phones while operating any Association equipment or vehicles unless it is through a hands-free device.
- The Association assumes no liability for loss or damage to employees' personal property, including personal cell phones carried on Association vehicles or equipment or left on Association property. Employees assume the risk of loss or damage to personal cell phones or other personal electronic devices carried with them during their workdays.
- Use of personal cell phones during Association work hours is considered outside an employee's scope of employment.
- Anytime the Association or supervisor receives a complaint or suspects that an employee is violating this policy, the Association or the supervisor may require the employee to furnish personal cell phone records for the timeframe in question so that the Association can verify or negate the complaint or the suspected activity.

An employee should immediately notify his or her supervisor or manager of any violation of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

COMPUTERS AND EMAIL USAGE

Association computers, computer files, the e-mail system, Internet access and the software furnished to employees are Association property and are to be used for Association business only, and not for personal use to communicate with friends or family or to access the Internet for personal purposes. While use of the computer, e-mail and Internet is intended for job-related

activities, incidental and occasional brief personal use is permitted within reasonable limits, so long as it does not interfere with the employee's work.

The Association specifically prohibits the use of computers (including Internet access) and the e-mail system in ways that are disruptive, offensive to others or harmful to morale, including sexually explicit messages, images and cartoons, ethnic slurs, racial comments, off-color jokes or anything that could be construed as harassment or shows disrespect for others, defames or slanders others, or otherwise harms another person or business.

Employees shall not access the Internet to log onto any web sites that contain any such material, including any pornographic Web site, or any Web site that contains any discriminatory or disparaging message. Employees shall not access the internet to log onto any social media sites or instant messaging sites. Employees shall not use computers or the e-mail system for commercial messages of any kind or for messages of a religious or political nature, chain letters, solicitations, gambling or other inappropriate usage. E-mail and Internet access should be used in such a way that all transmissions, whether internal or external, are accurate, appropriate, ethical and lawful.

Illegal duplication of software or violation of copyright laws by the duplication or sharing of software, or the distribution of copyrighted material, is strictly forbidden. Also, an employee shall not use a password, access a file or retrieve a stored communication that is not normally accessible to that employee.

In order to enforce these policies, computer, Internet and e-mail usage may be monitored by the Association, including retrieving and reading e-mail messages and other computer files, and monitoring of Internet traffic. *Therefore*, e-mail messages and other use of the Association's computers is not confidential, and even though an Association employee may be issued a private password or other private access code to log in to the computer, the employee has no *expectation of privacy* with regard to the employee's use of the system.

Each employee should immediately notify his or her supervisor or manager of any violations of this policy. Employees who violate this policy may be subject to disciplinary action, up to and including termination of employment.

Workplace Monitoring

Workplace monitoring may be conducted by the Association. Employees who regularly communicate with customers may have their telephone conversation monitored or recorded.

Computers furnished to employees are the property of the Association. As such, computer usage and files may be monitored or accessed.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at the Association, only authorized visitors are allowed in the workplace.

For safety and security reasons, family and friends of employees are discouraged from visiting in the workplace or while the employee is on duty. In case of emergency, employees will be called to meet any visitor outside their work area.

Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on the Association's premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the main entrance.

WORKPLACE VIOLENCE PREVENTION

All employees, including supervisors, customers, suppliers, vendors, contractor personnel, guests, and temporary/part-time employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to themselves or to others. Firearms, weapons and other dangerous or hazardous devices or substances are prohibited from the premises of the Association, including Association vehicles.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state or local law.

All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public.

The Association will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities.

The Association encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence.

SUBSTANCE ABUSE POLICY

The Association believes that being under the influence and use of drugs or alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Company is implementing the following substance abuse policy.

Employees are strictly prohibited from:

- Possessing, using, buying, selling, manufacturing, distributing, dispensing or transferring drugs while at work, on Association or customer property, while operating Association vehicles or while conducting Association business;
- Possessing, consuming, selling, transferring or transporting alcoholic beverages while at work, on Association or customer property, or while operating Association vehicles;

- Being under the influence of drugs or alcohol, during work hours, on Association premises (whether working or not), or while conducting Association business;
- Manipulating drug testing procedures or results; and
- Taking prescription or over-the-counter drugs that impair the employee's ability to work. Any employee taking prescribed or over-the-counter medications is responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job duties. Employees who bring prescription drugs on Association property must be able to produce a valid prescription upon request to the Executive Director or their designee, when required by law, or otherwise. Employees using prescription drugs that may affect alertness, coordination or performance on the job must immediately advise the Association of any potential safety issue so that reasonable accommodations may be explored.

Employees may be required to submit to testing of their breath, urine, hair follicle, blood, and/or saliva for alcohol and/or drugs, or search of property on Association premises in the following circumstances:

- Based upon an employee's appearance, speech, behavior, movement/ coordination, odor or other physical manifestations, the Association reasonably suspects that the employee's ability to work safely or effectively has been impaired by alcohol or drugs; or
- When an employee has tested positive previously for alcohol or drugs and is subject to follow up testing as a condition of continued employment; or
- If an employee's conduct in the work place may have caused or contributed to: damage to Association/customer property or Association/ customer vehicles; or injury to himself/herself or others; or
- If an employee's on-the-job injury or illness requires treatment or evaluation by a healthcare provider;
- Where the initial test results are inconclusive;
- If required by third party contracts to be eligible to work on non-Association premises and/or projects;
- Random drug testing.

Employees who refuse to be tested based on the guidelines above may be subject to disciplinary action up to and including termination.

Employees who fail to punctually arrive for testing as directed by the Association may also be subject to disciplinary action up to and including termination.

If immediate test results are not available, an employee will be suspended with pay until the results are conclusive. If the results are negative, an employee will be reinstated.

Test Procedures:

All employees selected for testing will be tested. At the beginning of every Random Selection, a list of all eligible participants is built. Eligibility is determined by user-specified parameters. A

specific number of participants is selected from the list of eligible participants. Every eligible participant has the same probability of being selected.

Confidentiality and Privacy:

The Association will ensure that all aspects of the testing process are as private and confidential as reasonably practical. Actual test results will only be provided to the person tested and to supervisors and managers who have a need to know. Except as required by law, test results will not be disclosed to co-workers, an employee’s family, uninvolved supervisors or law enforcement authorities without specific permission or where legally required to do so.

Consequences of Testing Positive:

Employees testing positive for drugs or alcohol may be subject to termination on the first offence to the extent permitted by applicable law. However, depending on the specific facts of each situation, lesser forms of discipline may be issued. At its discretion and in lieu of discipline, the Association may allow the employee to continue to work while attending an approved treatment program on an out-patient basis, or allow the employee to take short term disability leave (if eligible) or an unpaid leave of absence to pursue and successfully complete an approved counseling and treatment program.

Reinstatement will be at the discretion of the Association and conditioned upon, among other things, proof of successful completion of such a program, execution of a “last chance testing as required will be conducted for 24 months. Subsequent positive test results after the date of reinstatement may result in termination.

Voluntary Treatment and Counseling:

If an employee voluntarily comes forward to request treatment for drug or alcohol abuse or a leave of absence for such treatment, the employee will not be subject to discipline. Employees will not, however, automatically avoid discipline by requesting treatment or a leave after being selected for testing or violating Association policies and rules of conduct. Such requests for voluntary treatment and related matters will be referred to the Association’s Employee Assistance Program, and will be kept confidential in accordance with local, state, federal and provincial laws. Continued employment may be conditioned on successful completion of an approved counseling or treatment program.

Discipline for Possessing, Using, Selling, Buying or Transferring Drugs or Alcohol:

Employees violating the prohibitions of this policy will be disciplined, up to and including termination at the association’s discretion based on the situation and in accordance with applicable law. Such employees may or may not be tested for drugs and may be reported to appropriate law enforcement authorities.

Employees arrested for unlawfully selling drugs or alcohol to, or buying it from, another employee or a customer’s employee at work, while using Association vehicles, or while conducting Association business will be suspended without pay. Such employees will be subject to discipline, up to and including termination, if convicted or if the ensuing Association investigation reveals a violation of any of the prohibits above. Depending on the circumstances, employees arrested for and convicted of their drug offenses may also be terminated.

The Association may report infractions of this Policy to law enforcement where appropriate.

Notice of Workplace Drug and/or Alcohol Conviction:

Any employee who is required to drive a vehicle or motorized equipment as part of his or her employment and who is convicted of a criminal drug or alcohol violation or whose driver's license has been suspended because of impairment must notify the Association in writing within five calendar days of the conviction or suspension. The Association will begin taking appropriate action with thirty days of notification. Federal contracting agencies will be notified where appropriate.

All employees have an obligation to support and create a safe work environment.

If an employee is approached while at work or on Association premises by someone selling drugs or if he/she observed someone selling, buying or using drugs, he/she is encouraged to immediately report this activity to a supervisor or to the Executive Director. All information you provide will be held in confidence to the extent possible.

Job Applicants:

Unless otherwise regulated by applicable legislation, each offer of employment will be conditioned upon the passing of a drug test. If the test is positive or if the applicant refuses to undergo testing, the applicant will not be hired.

The Association required that every newly hired employee be free of drug and alcohol abuse because it believes that the improper or illegal use of drugs and alcohol creates an unacceptably dangerous and nonproductive work environment. Therefore, to promote a safe work place and a healthy and productive work force, the Association will conduct pre-employment drug testing for all job applicants.

Federal Drug Testing Requirements:

U.S. law imposes stringent drug testing requirements for employees who hold commercial drivers' licenses and operate gross weight vehicles over 26,000 pounds or operate vehicles with the capability of transporting 16 or more persons/or transport hazardous materials. Further the Department of Transportation imposes additional drug testing requirements on recipients of certain federal funds. To the extent certain positions are subject to these more stringent legal requirements, the Association will comply with these legal requirements and will advise the affected employees.

Alcohol Consumption at Association Sponsored Events:

The Association will demonstrate its leadership on this issue and its concern for employees by stressing responsible alcohol use and safety at social events and business meetings. It is the responsibility of each employee to consume alcohol in a responsible manner, limit his or her consumption to avoid intoxication or impaired driving, and/or to avoid inappropriate conduct of a harassing or abusive nature.

If is the Association policy that all traffic laws and/or federal laws should be followed, specifically all drinking and driving laws.

Employees who violate any part of the alcohol consumption policy at Association sponsored events may be subject to disciplinary action up to and including termination.

SECURITY INSPECTIONS

The Association wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Association prohibits the possession, transfer, sale, or use of such materials on its premises, vehicles or job sites.

Desks, lockers, and other storage devices may be provided for the conveniences of employees but remain the sole property of the Association. Accordingly, any agent or representative of the Association can inspect them, as well as any articles found within them, at any time, as deemed necessary either with or without prior notice. Employees shall have no expectation of privacy in any Association property, vehicle, equipment, or facility or while on the workplace or any other assigned work site.

SOLICITATIONS

The Association recognizes that employees may have interests in events and organizations outside the workplace. Employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. If employees have a message of interest for the workplace, they may submit it to their supervisor for approval. The Executive Director or their designee will post all messages approved by the Executive Director.

In an effort to ensure a productive and harmonious work environment, persons not employed by the Association may not solicit or distribute literature in the workplace at any time for any purpose.

Employees may not disclose or use proprietary or confidential information except as their jobs require. Employees should ensure that no conversation or personal communication, either at or away from work, gives any third party access to any proprietary or confidential information of the Association. Reasonable precautions shall be used to protect sensitive information that is transmitted utilizing the Association's services and to protect the Association's and client/customer's information by adhering to the following:

- Employees may only access employee/customer information that is essential to the performance of job specific responsibilities.
- Employees are not authorized to access, utilize, discuss, copy, distribute or retain any employee or customer information that is not necessary for the performance of specific job responsibilities.

- No employee or customer information of any nature should be visible to other office personnel who do not share job functions.
- No personally identifiable employee or customer information should be left unattended or left visible on an employee's workstation or computer monitor when the employee is not present.
- Employees should not divulge any other employee's or customer's information of any nature to any third party, unless directed to do so by the employee whose information is requested.
- Employees must shred any printed personal employee or customer information and it should not be disposed of in common trash containers.
- Employees may never remove any employee or customer files or information from the Association's offices without the express permission of the Executive Director.
- Employees must ensure that customers calling to inquire about their information are able to provide information that clearly establishes their identity before giving them any information.

FIREARMS POLICY

Firearms, weapons, and other dangerous or hazardous devices or substances, not related to the work performed by the Association, are prohibited from the premises and property of the Association.

DOMESTIC VIOLENCE POLICY

Victims of domestic violence and violent crime are encouraged to cooperate with any investigation or prosecution that may take place. As such, victims are encouraged to provide notices, summons and/or subpoenas to the Association so time may be allotted for the victim's participation in the matter. Victims are not required to present factual details of the underlying crime to the Association.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they do not interfere with performance or assignment of work required by the Association. All employees will be evaluated by their performance and requirements of their job and will be subject to the Association's scheduling demands, regardless of any existing outside work requirements.

If the Association determines that an employee's outside work interferes with his/her duties and responsibilities or the ability to meet the job requirements of the Association as they are modified from time to time, the employee may be asked to terminate the outside employment.

Outside employment that may create a conflict of interest is prohibited. An employee may not receive any income or material gain apart from his/her compensation by the Association for materials produced or services rendered as an employee of the Association.

CODE OF ETHICS

All staff, Board members and volunteers of the Association will act with honesty, integrity and openness in all their dealings as representatives of the Association. The Association promotes a working environment that values respect, fairness, and integrity. In order to carry out the mission of the Association professionals within the Association will:

- Recognize that the chief function of the Association at all times is to serve the best interests of the Association's constituency;
- Accept as a personal duty the responsibility to keep up-to-date on emerging issues and to display professional competence, fairness, impartiality, efficiency and effectiveness;
- Respect the structure and responsibilities of the Board, provide them with facts and advice as a basis for their making policy decisions and uphold and implement policies adopted by the Board;
- Keep the community informed about issues affecting it;
- Conduct organizational and operational duties with positive leadership exemplified by open communication, creativity, dedication and compassion;
- Exercise discretionary authority under the law to carry out the mission of the Association;
- Serve with respect, concern, courtesy and responsiveness in carrying out the organization's mission;
- Demonstrate the highest standards of personal integrity, truthfulness, honesty and fortitude in all activities in order to inspire confidence and trust in activities;
- Avoid any interest or activity that is against the conduct of official duties;
- Respect and protect privileged information to which there is access while official duties;
- Strive for personal and professional excellence and encourage the professional developments of others.

WHISTLEBLOWER POLICY

In keeping with the policy of maintaining the highest standards of conduct and ethics, the Association will investigate complaints of suspected fraudulent or dishonest use or misuse of its resources or property by staff, board members, consultants, volunteers, or customers. To maintain the highest standards of service, the Association will also investigate complaints concerning its programs and services.

Staff, board members, consultants, volunteers, residents, and community members are encouraged to report suspected fraudulent or dishonest conduct or problems with services provided, pursuant to the procedures set forth below. This policy supplements, and does not replace, any procedures required by law, regulation, or funding source requirements.

Reporting. A person's concerns about possible fraudulent or dishonest use or misuse of resources or property, or program operation, should be reported: to the supervisor or, if the complaint is about the supervisor, to the President of the Board of Directors or the Executive Director. If, for any reason, a person finds it difficult to report his or her concerns to such person, he/she may report the concerns directly to the Executive Director and/or the President of the Board of Directors. Alternately, to facilitate reporting of suspected violations where the reporter wishes to remain anonymous, a written statement may be submitted to one of the individuals listed above.

Investigation. All relevant matters, including suspected but unproved matters, will be promptly reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary, and findings may be communicated to the reporting person and his or her supervisor, if appropriate. Investigations may be conducted by independent persons such as auditors and/or attorneys. Investigators will endeavor to maintain appropriate confidentiality, but confidentiality is not guaranteed.

No Retaliation. No director, officer, employee, volunteer, or customer who in good faith reports suspected fraudulent or dishonest use or misuse of its resources or property or complaints concerning the services it provides and programs the Association runs shall suffer harassment, retaliation, or adverse employment or other consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower/Complaint Resolution Policy is intended to encourage and enable employees and others to raise serious concerns within the Association prior to seeking resolution outside the Association. The Policy is in addition to any non-retaliation requirements contained in the Association policies or required by law.

This protection from retaliation is not intended to prohibit supervisors from taking action, including disciplinary action, in the usual scope of their duties and based on valid performance-related factors. Individuals making complaints must be cautious to avoid baseless allegations; employees who intentionally make false allegations are subject to disciplinary action in accordance with the Association policies.

PROGRESSIVE DISCIPLINE AND TERMINATION PROCEDURES

This policy defines the process for correcting single and repeat episodes of an employee's failure to comply with rules and/or meet specific workplace expectations for conduct.

Progressive discipline is a step-by-step process designed to modify unacceptable employee behaviors, which also allows for discipline to start at a higher step in the disciplinary process, including immediate termination, based on the severity and circumstances of the situation. Corrections to unacceptable behavior will be addressed under this policy depending on the individual circumstances and the nature and extent of correction that is needed.

Step 1 – Verbal Warning:

In many situations, a verbal warning/counseling by the employee's supervisor is sufficient. The purpose of a verbal warning is to clarify policies and expectations. The employee's supervisor shall document within the employee's personnel file that the employee received a verbal warning.

Step 2 – Written Warning:

If the conduct addressed by a verbal warning is repeated or additional problems occur within 12 months of a verbal warning, the supervisor shall follow up with a written warning in the form of a letter sent to the employee. If a single incident is more serious than is appropriate for a verbal warning, the employee's supervisor may commence the progressive disciplinary process by issuing a written warning to the employee. The warning will describe the unacceptable conduct,

outline expectations, and state that further disciplinary action will occur if the behavior is repeated within 12 months from the date the employee received the written warning. A copy of the written warning will be placed in the employee's personnel file.

Step 3 – Final Written Warning (which may include a suspension with or without pay):

If the conduct addressed by the written warning is repeated or additional problems occur within a 12-month period, discipline may progress to a final written warning, which may include an unpaid suspension. However, a single incident may be so severe as to merit issuing the employee an immediate final warning and suspension without pay. The warning will describe the unacceptable conduct, outline expectations, state the terms of suspension with or without pay, and state that termination of employment will follow if the behavior is repeated within 24 months from the date the employee received the final written warning. A copy of the final written warning will be placed in the employee's personnel file.

Step 4 – Termination of Employment

Employment may be terminated based on progressive discipline within a 12-month period or based on the severity of a single incident. Misconduct that involves dishonesty, violation of federal, state, or local laws, or significant risks to the Association's operations or the safety or well-being of oneself or others is grounds for immediate termination of employment.

Probationary at-will employees may be terminated by the Association at any time, with or without cause or notice prior to the termination and absent any of the previous progressive disciplinary measures. Regular full-time employees who have successfully completed their probationary period may be terminated only for just cause, with notice, and pursuant to the following progressive disciplinary measures.

Examples of just cause warranting immediate termination of employment include, but are not limited to, violations of the following entitled policies of this Handbook:

- a. Equal Employment Opportunity;
- b. Harassment-Nondiscrimination/Anti-Harassment Policy and Complaint Procedure;
- c. Sexual Harassment;
- d. Timekeeping;
- e. Attendance and Punctuality;
- f. Substance Abuse Policy;
- g. Workplace Violence Prevention;
- h. Uses of Equipment and Vehicles;
- i. Uses of Phone and Mail Systems; and
- j. Any infractions of rules of conduct listed under Employee Conduct and Work Rules section of this Handbook.

Prior to termination, regular full-time employees will be provided a written Notice of Pre-Termination Hearing at least 48 hours prior to any termination. The Notice of Pre-Termination will state the: (1) reason for termination, including specific acts and/or omissions that are the basis for the termination; (2) location of the hearing; and (3) timeline for the Association's final determination. A copy of the Notice of Pre-Termination will be placed in the regular full-time employee's personnel file.

The termination hearing will be conducted by the Executive Director and/or the Board Designee(s). The hearing will begin with the Executive Director and/or the Board Designee(s) presenting the concerns that led to the proposed action of termination. Following the presentation, the employee may then respond and present witness(es) and/or relevant information or documentation to support the employee's position. The hearing will be concluded by giving notification to the employee of when a final determination will be made and the employee's status until that time. Following the hearing, the Association will provide the employee with its final determination via written notice within five (5) working days.

EMPLOYMENT SEPARATION

Employees are expected to return all Association property upon separation of employment with the Association. Upon separation of employment, employees will receive their final pay for the time worked, and properly recorded, in accordance with applicable state law and as agreed by the parties.

Employee benefits will be affected by employment termination in the following manner. All vacation accrued and unused will be paid up to a maximum of eighty (80) hours, plus the annual amount accrued by that employee under Vacation Leave Benefits. The employee will be notified in writing of any health and dental benefits that may be continued for a period of time following separation and of the terms, conditions, and limitations of such continuance.

RESIGNATIONS

Resignation is a voluntary act initiated by the employee to terminate employment with the Association. Although advance notice is not required, the Association requests at least two (2) weeks' written resignation notice from all employees. Employees providing advanced notice are eligible for rehire.

RETURN OF PROPERTY

Employees are responsible for all items issued to them by the Association or in their possession or control, such as the following:

- Vehicles
- Cellular Phones
- Identification Badges
- Keys
- Pagers/Radio/Walkie-Talkie
- Personal Protective Equipment (PPE)
- Tools
- Uniforms – Shirts, Pants, and Boots
- Credit Card

Employees must return all the Association property immediately upon request or upon separation from employment. Where permitted by applicable laws, the Association may withhold from the

employee's check or final paycheck the cost of any items that are not returned when required. The Association may also take all action deemed appropriate to recover or protect its property.

EMPLOYEE REFERENCES

The Executive Director or their designee will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates and position(s) held. No other employment data will be released without a sworn written authorization and release signed by the individual who is the subject of the inquiry.

ACKNOWLEDGMENT

I acknowledge that I have received a copy of Doña Ana Mutual Domestic Water Consumers Association’s Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from Executive Director or their designee.

I understand that Doña Ana Mutual Domestic Water Consumers Association is an “at will” employer and as such, employment with Doña Ana Mutual Domestic Water Consumers Association is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of the organization (except the Executive Director, in writing) has the authority to enter into any agreement for employment at the will of either party, with or without cause, and without prior notice.

In addition, I understand that this Handbook states Doña Ana Mutual Domestic Water Consumers Association’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Doña Ana Mutual Domestic Water Consumers Association for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

Employee Signature

Date: _____

DRUG AND ALCOHOL POLICY CERTIFICATE OF RECEIPT

I hereby certify that I have received a copy of this latest version of Doña Ana Mutual Domestic Water Consumers Association’s Drug and Alcohol Policy, dated October 2, 2017.

Signature

Date

May 31, 2019

Jennifer Horton, Executive Director
Dona Ana MDWCA
5535 Ledesma Drive
Las Cruces, NM 88007

425 South Telshor Blvd
Suite C-103
Las Cruces, NM 88011
www.bhinc.com
p. 575.532.8670

**RE: General Engineering On-Call Task Order Proposals
Task Order #2 - Water and Wastewater Development Standards and
Specifications**

Dear Ms. Horton:

Bohannon Huston, Inc., (BHI) is pleased to provide the attached Task Order #2 – Water and Wastewater Development Standards and Specifications. It is the intent of this task to finalize the current status of the development standards and specifications.

If acceptable, please execute the task order and return a copy to us. We will arrange a meeting with you to discuss the current standards and what electronic file basis you currently have that can be utilized to proceed with. If you have any questions, please contact me directly at 575-532-8670. Thank you and we look forward to working with you on this task.

Sincerely



Matthew R. Thompson, PE
Sr. Vice President

Enclosures

MRT/dg

**Doña Ana MDWCA
Contract Number #2018-01 On-Call Engineering
Task Order #2**

**ENGINEERING CONSTRUCTION PHASE SERVICES
SCOPE OF SERVICES, FEES AND SCHEDULE**

PROJECT: *Water and Wastewater Development Standards and Specifications*

The ENGINEER is providing professional services to the Dona Ana Mutual Domestic Water Consumer Association (Association) to review, provide recommendations, and revisions to the current *Standards and Specifications* dated October 2018.

This Scope of Services defines the work, deliverables, and related fees for the Project's planning phase work tasks. Tasks of the individual phases are described in detail below. No Design Phase, Bid Administration and Construction Administration services are anticipated to be associated with this Project.

Throughout this document the terminology "OWNER" refers to the Association and "ENGINEER" refers to BHI.

I. PLANNING PHASE SCOPE OF SERVICES

TASK 1: PROJECT MANAGEMENT

Objective: Provide effective communications, coordination, meetings and project management for the Project through the planning phase.

Approach: ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for implementation of the Project. Subsequent planning meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER shall attend OWNER scheduled meetings on an as requested basis to update OWNER board or staff members on the current status of specific project activities and get input needed to maintain the project schedule.

ENGINEER will create a project specific website to manage project deliverables in Adobe PDF format and manage OWNER review comments on-line. Other project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

Assumptions:

1. Project progress and coordination meetings shall be held at the OWNER's office on an as requested basis.

Deliverables:

1. Monthly invoices for ENGINEER's services

TASK 2: STANDARDS AND SPECIFICATIONS REVIEW

Objective: Review the current standards and specifications and make recommendations for enhancements based on engineering best practices and OWNER feedback. The standards and specifications will be used for guidance on all future capital improvement projects for the OWNER, consulting engineers, and private development engineers. The improvements and recommendations to the standards and specifications should be inclusive for all types of facilities and infrastructure that is currently being utilized by the OWNER, most notably the addition of vacuum sewer collection systems.

Approach: Create supporting standard materials and construction specifications to support all facilities within the OWNER'S water and wastewater systems. Work with OWNER staff to identify preferred materials, best practices, testing procedures, installation methods, and expected final construction product deliverables. Create Word and PDF file basis to develop database of files to be used as the basis of future design to be provided at OWNER's discretion.

Key Topics: The following topics or sections of the existing development standards will be analyzed in detail to provide recommendations for improvements or inclusion to the standard:

- Detailed water and wastewater design loads for various land uses (residential, commercial, institutional, etc.).
- Water and wastewater model requirements for the purposes of review and inclusion to the utilities overall system computer models.
- Procedures for GIS data collection and delivery as part of the as-built/record drawing submittal process.
- Inclusion of design, material, and construction standards for vacuum sewer systems.
- Development and completion of material specifications for water and wastewater.
- Minor enhancements to various sections throughout the Standards and Specifications document.

Assumptions:

1. OWNER to provide previous project documents such as submittals and design basis of preferred projects.
2. Water or Wastewater Computer Model creation or updates is not part of this task.

Deliverables:

1. Draft Development Standards basis in PDF.
2. Final Development Standards basis in Word and PDF formats.

TASK 3: DEVELOP STANDARD CONSTRUCTION DRAWINGS

Objective: Create standard drawings for OWNER to be used for all future capital improvements guidance whether internally created by consulting engineers working on behalf of the OWNER or private development engineers. These standards will include infrastructure related to both water and wastewater facilities.

Approach: Analyze previous drawing work samples for OWNER projects for the various water and wastewater projects created by others. Work with OWNER staff to identify preferred system element configurations, layouts, setbacks, dimensions, and expected final construction product deliverables. Create CAD and PDF file basis to develop database of files to be used as the basis of future designs to be provided at OWNER's discretion.

Assumptions:

1. Current drawings of preferred basis of standards will be provided by OWNER in AutoCAD.

Deliverables:

1. Draft Construction Drawings basis in AutoCAD and PDF.
2. Final Construction Drawings basis in AutoCAD and PDF.

II. SERVICE FEES

Compensation for services of Engineer (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

PLANNING PHASE SERVICE FEES:

<u>Task</u>	<u>Description</u>	<u>Type</u>	<u>Fee Amount</u>
1	Project Management	LS	\$ 5,200
2	Standards and Specifications Review	LS	\$ 20,300
3	Develop Standard Construction Drawings	LS	\$ 17,200
TOTAL PLANNING PHASE FEE (Exclusive of NMGR)			\$ 37,700

III. PROJECT SCHEDULE

The time periods for the performance of ENGINEER's services are as follows:

TASK 2: STANDARDS AND SPECIFICATIONS REVIEW

Review and recommendations to be completed within 120 calendar days of NTP from OWNER.

TASK 3: DEVELOP STANDARD CONSTRUCTION DRAWINGS

Drawings to be completed within 120 calendar days of NTP from OWNER.

AGREED AND RECOMMENDED:

Engineer: Bohannon Huston, Inc.

Signature: 

Title: Sr. Vice President

Date: 5-31-19

APPROVED:

Client: Dona Ana MDWCA

Signature: _____

Title: _____

Date: _____