



**ORDINANCE NO. 2021-04**  
**VILLAGE OF WAGON MOUND**  
**JOINT UTILITIES ORDINANCE – RATES, RULES, AND REGULATIONS**

AN ORDINANCE AMENDING AND REPEALLING JOINT UTILITY ORDINANCE NO. 2021-01  
TO AMEND SECTION 11 – UTILITY DEPOSITS, RATES & SPECIAL TERMS.

**Section 1 - Joint Utility Declared**

For the best interests of the Village of Wagon Mound as well as the Utility Customers it serves, the Village-owned water system, sewer system and solid waste service shall be established as a joint public utility system designated as the *Village of Wagon Mound Joint Utility System*, and it shall be operated and maintained as such.

**Section 2 – Separability**

If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this ordinance.

**Section 3 – Nonseparable Charges and Services**

- A. Except as otherwise provided in this ordinance, water, sewer and solid waste services furnished by the Village are nonseparable services; and the request for the furnishing of one service shall mean the charge and collection, whether used or not, of all other services to appear on the same monthly bill. Similarly, a request for the termination of one such service is declared to be a request for termination of all utility services.
- B. When it is not otherwise possible for the Village to furnish all of the nonseparable services for customers residing within Village limits, the furnishing of separate utility services may be permitted provided proper application is submitted at Village Hall, and approval has been granted by the Mayor and approved by the Governing Body. Under these circumstances, the Village shall charge only for the services available.
- C. Should approval be granted for one or more utility service to be separated from the nonseparable services, the applicable rates as stated in the rate sections shall be charged and collected for the utilities in use.

**Section 4 – Utility Service: Application and Deposit Requirements**

- A. Before utility services shall be supplied to any person, firm or corporation, application for the use of such utility service must be made at Village Hall on printed forms furnished for that purpose. Every such application must be signed by the owner of the property to receive utility services or by his/her designated agent and must state fully and truly the purposes for which the utility services are to be used as well as the name and address of the person, firm or corporation to be billed for such service.
- B. The application shall constitute a contract between the Village of Wagon Mound to furnish utility service and the applicant to pay the stipulated rates as stated in this ordinance, reserving to the Village of Wagon Mound the right to enforce and collect rates and penalties as described in this ordinance; to temporarily discontinue service at any time without notice to the consumer for maintenance, repair, conservation or emergency; and further to provide that the utility department of the Village of Wagon Mound, or the officials or employees thereof; shall not be held responsible for

any damages by water or sewage resulting from defective plumbing, broken or faulty service, or the condition of the water itself as delivered to the consumer.

- C. Each application for any utility service supplied to any person, firm or corporation by the Village of Wagon Mound will require the deposit to be paid in full prior to furnishing services.
- D. Any person, firm or corporation with an outstanding balance owed to the Village of Wagon Mound shall not be allowed to submit application for new service until the outstanding balance is paid in full.
- E. The Village of Wagon Mound may determine an account as a risk to the Joint Utility System when a customer fails to pay bills within the prescribed time limit, and the Village may require an additional deposit sufficient to guarantee payment of an average of two month's service for that account.
- F. All Utility Deposits shall be retained by the Village to be applied against unpaid charges for utility services rendered. When discontinuance of utility service is requested, the customer's deposit shall be refunded provided all charges affiliated with the account are paid in full.
- G. Property owners or designated agents of property management shall assume full responsibility for any balance incurred and left unpaid by renters or tenants, and any application for new service at the same address shall not be accepted until the balance is paid in full.

#### **Section 5 – Village of Wagon Mound Responsibilities as a Utility Service Provider**

- A. The Village of Wagon Mound shall be responsible for meeting all federal and state regulatory requirements for the proper management, operation and maintenance of its utility service systems.
- B. Customer account and billing information shall be kept private. Account and billing information shall only be discussed with the account holder or designated agents of the account holder, and Village employees shall not discuss customer information outside of Wagon Mound Village Hall.
- C. Water Utility - The Village of Wagon Mound shall be responsible for:
  - (a) Installation, maintenance, and repair of all water main lines and service lines running from the main lines to meters.
  - (b) Installation, maintenance, repair, inspection, calibration, and replacement of all water meter cans, water meters, water meter loops and associated shut-off valves.
  - (c) Making every attempt to notify a customer of unusually high usage once it comes to the Village's attention.
- D. Sewer Utility - The Village of Wagon Mound shall be responsible for:
  - (a) Installation, maintenance, repair, and clearing of all sewer mainlines.
  - (b) Installation, maintenance, and repair of all service lines running from the main line to the property line.
  - (c) If sewer blockage occurs, the customer will notify the Village immediately. The Village will utilize proper equipment necessary to determine whether the blockage is on Village property or the customer's property, and will notify the customer once the problem has been identified.
  - (d) The Village will approve of and arrange for plumbing when it is determined the blockage is on Village property. The Village will not be responsible for damage caused or charges incurred by a plumber hired by the customer when the blockage is on Village property.
- E. Solid Waste Service – The Village shall be responsible for:
  - (a) Providing customer with a trash bin for curbside pick-up.
  - (b) Dependable weekly curbside collection as scheduled.
  - (c) Prompt customer notification of and reason for altering collection schedule.
  - (d) Clean-up of employee-caused collection spills.

## **Section 5.1 – Procedures for Addressing Water Leaks**

- A. Any water leak discovered at a meter or on Village water lines, which include all main lines and service lines running from the main line to the meter, shall be the responsibility of the Village. Once identified, the leak shall be repaired as quickly as possible by qualified Village Staff and/or by a qualified person or firm hired by the Village.
- B. Any water leak discovered on customer water lines, which include all service lines running from the meter to the point of use, shall be the responsibility of the customer. Once identified, the leak shall be repaired by the customer or a designated agent of the customer as soon as possible.
- C. In the event of a water leak occurring on customer water lines, the Village shall adhere to the following procedures:
  - (a) If the leak is discovered by Village Staff, photos shall be taken to document the location of the leak as well as the date and time the leak was discovered.
  - (b) The Village shall make every attempt to notify the customer as soon as possible once the leak has been identified.
  - (c) Once the customer is aware of the leak, the Village shall offer to test the meter to ensure it is functioning properly. The test will require the removal of the meter, and Village Staff will run 200 gallons of water through the meter to ensure the dials are reading correctly.
    - i. If the test determines the dials are functioning properly, the current meter will be reinstalled. Village Staff will record the meter readings before and after the test, and the 200 gallons will be subtracted from the customer's usage on the next bill.
    - ii. If the test shows the meter is not functioning properly, the current meter will be replaced with a new meter. The Village will add an action item to the next Council Meeting agenda for the Council to review and determine responsibility for the leak in accordance with the terms as stated in the Joint Utility Ordinance.
  - (d) The Village shall offer payment options to the customer, which shall include payment in one lump sum before the delinquency due date or a monthly payment plan approved by the Mayor. When a customer opts for a payment plan, the customer shall sign a Payment Plan Agreement form acknowledging the terms stated in the agreement.
- D. When a leak occurs on customer lines, the customer may:
  - (a) Request a temporary courtesy shut-off and turn-on of service while addressing the leak at no cost to the customer.
  - (b) Request Village Staff to assess the functionality of the meter by visual inspection and by the 200-gallon test described in 5.1C(c) at no cost to the customer.
  - (c) The customer may request the meter be sent to a certified testing facility for a meter-proving or calibration test:
    - i. If the meter is determined to be faulty, malfunctioning, or reading incorrectly, the Village will pay for the test, replace the malfunctioning meter with a new meter, and the Village will add an action item to the next Council Meeting agenda for the Council to review and determine responsibility for the leak in accordance with the terms as stated in the Joint Utility Ordinance.
    - ii. If the meter is determined to be functioning properly, the cost of the calibration test shall be paid for by the customer. The test fees shall be added to the regular monthly bill, and must be paid in accordance with the terms of Past Due Balances and Delinquency as stated in Section 7H-K.
  - (d) The customer may request to have the circumstances of their leak reviewed by Village Council at a Regular Council Meeting. The customer must submit their request to have their item added to the agenda no later than 7 days prior to the meeting date. After hearing the conditions of the leak as presented by the customer and Village Staff, the Council will make a decision regarding responsibility for the leak in accordance with the terms as stated in the Joint Utility Ordinance.

## **Section 6 – Utility Customer Responsibilities**

### **A. Water - The customer shall be responsible for:**

- (a) The installation, maintenance, and repair of all water service lines between the meter and the point of use for the water service.
- (b) The maintenance and repair of all plumbing fixtures.

### **B. Sewer – The customer shall be responsible for:**

- (a) The installation, maintenance, and repair, of all sewer lines running between the point of use and the property line.
- (b) The clearing of all sewer lines running between the point of use and the Village main line.
- (c) The installation, maintenance, and repair of all plumbing fixtures.

### **C. Solid Waste – The customer shall be responsible for:**

- (a) Making their trash bin available for trash collection. Trash bins need to be placed at their designated curbside collection site no later than 8:00AM on the day pick-up is scheduled.
- (b) Placing all trash in sealed trash bags before depositing in the trash bin in order to promote cleanliness, prevent possible health hazards, and decrease the likeliness of wind and/or animals scattering loose trash.
- (c) The care and cleaning of the Village provided trash bin, including periodic washing of the bin.
- (d) Not depositing any toxic materials, hazardous waste, or hot or smoldering objects in the trash bin.
- (e) Proper disposal of cardboard. Cardboard may be deposited in the trash bin without being placed in a sealed plastic bag only if it is broken down and folded, cut, or torn to fit.
- (f) Keeping the designated curbside collection site clean and free of loose trash.

## **Section 7 – Monthly Service Rates: Terms, Definitions & Conditions**

### **A. Monthly service rates for water, sewer, and solid waste collection will become effective on the 1<sup>st</sup> of the month following the enactment of this Joint Utility Ordinance.**

### **B. Monthly service rates shall be reviewed, at minimum, bi-annually following the anniversary date of enactment to ensure the rates continue to be a reflection of the cost of providing reliable and consistent service. Monthly service rates may be reviewed annually at the Governing Body's discretion.**

### **C. The billing cycle shall be defined as the 1<sup>st</sup> of the month through the last day of the month.**

### **D. State of New Mexico Gross Receipt Tax and other taxes, if applicable, shall be added to the monthly service rates and charges for water, sewer, and solid waste collection.**

### **E. Bills for utility services supplied by the Village of Wagon Mound shall be sent to customers on or near the first day of the month and shall be due by the 15<sup>th</sup> day of the month billed.**

### **F. The water base rate, sewer, and solid waste fees are flat monthly rates and shall not be prorated for any reason, including a service request for turn-on or shut-off mid-month. Any water consumption beyond the base rate shall be charged according to the rate step-increases as stated in this ordinance.**

### **G. In the event a customer submits a personal check for payment, and it is returned NSF (not sufficient funds), the customer will incur a \$25.00 fee from the Village of Wagon Mound. The customer will also be responsible for paying any charges imposed by the bank, and the Village may no longer accept personal checks as payment from that customer.**

### **H. Past Due Balances - Accounts with charges not paid in full by the 16<sup>th</sup> of the month shall be considered past due and incur a late fee totaling 1% of the past due balance.**

I. Delinquency - Accounts with charges left unpaid for 45 days from the original date the charges were incurred shall be considered delinquent.

- (a) Customers with a delinquent account shall be issued a delinquent letter sent in the mail and posted at the service location. The delinquent letter shall cite the delinquent balance owed as well as the due date for payment, which shall be 5 to 7 days from the date the letter was issued. The letter shall provide a warning that if the delinquent balance is not paid by the given due date, utility service will be shut-off as a result of non-payment without additional notice. The Village office address, phone number, hours of operation, and acceptable forms of payment shall also be stated in the letter.
- (b) When a delinquent balance is left unpaid, the utility services will be disconnected at 9AM the morning following the due date. No utility service shall be disconnected for non-payment on a Friday or the day preceding a holiday.
- (c) Any account with services shut-off for non-payment shall incur a \$75.00 shut-off fee, and the full account balance, including charges not yet billed, must be paid in full prior to reinstating service.
- (d) Any account with services shut-off for non-payment will have solid waste services withheld including both curbside pick-up and dumping at the Transfer Station until account is reinstated.

J. Property owners or designated agent of property management shall assume full responsibility for any balance left unpaid by renters or tenants, and any application for new service at the same address shall not be accepted until the balance is paid in full.

K. The Village may place a lien against a property when a delinquent balance is left unpaid.

### **Section 8 – Disconnecting, Restoring, and Discontinuing of Utility Service**

- A. There shall be no charge when a customer requests a temporary disconnection of utility service. Utility fees shall not be prorated for the month the request was made.
- B. The customer shall issue service requests by contacting the Clerk's Office at Village Hall. The request will be entered as a work order to be completed by a Village Utilities employee.
- C. To reinstate service after a temporary disconnection, the customer shall pay a reconnect fee of \$30.00. This reconnect fee shall be paid each time a customer requests service to be reconnected.
- D. A written request must be submitted to the Village Clerk's Office by the account holder to discontinue Village utility service. The request must state the date the service is to be discontinued and the address to which the final bill and/or refund deposit shall be sent.
- E. There is no fee for voluntary discontinuance of utility service.

### **Section 9 – Illegal Connections and Actions**

- A. It is unlawful for any person, other than an authorized Village employee to:
  - (a) Make connection with Village water or sewer mains;
  - (b) Tap a Village water or sewer main line or service line;
  - (c) Excavate or lay pipe in or upon any Village street or Village property;
  - (d) Turn water service on or off at the Village water meter;
  - (e) Connect, disconnect, recalibrate, bypass, impede or tamper with a Village water meter.
- B. Any utility service provided by the Village of Wagon Mound shall not be resold or shared with others.

### **Section 10 – Hook-Up/Tap Fees and Meter Sizes**

- A. When a customer requests a new water or sewer service, the appropriate hook-up/tap fee must be paid in addition to complying with application and deposit requirements.

B. Hook-up/Tap fees include installation of a service line up to 20 feet starting at the center of the nearest Village water main to the customer's property line. Any additional line required to reach the property line shall be an additional fee charged per foot. The hook-up/tap fee shall include asphalt or concrete cutting, trenching, service installation, water or sewer tap, pipe, fittings, trench filling, compaction, and asphalt or concrete replacement. For water hook-ups, fittings include the meter loop, meter can, and meter.

C. Water Hook-Up/Tap Fees:

- (a) Residential – \$1,000.00 for the first 20 feet and \$30.00 per additional foot
  - Residential service meter size shall only be 5/8-inch
- (b) Commercial - \$1,750.00 for the first 20 feet \$40.00 per additional foot
  - Commercial service meter size shall only be 1-inch or 2-inch

D. Sewer Hook-Up/Tap Fees:

- (a) Residential - \$ 800.00 for the first 20 feet and \$30.00 per additional foot
- (b) Commercial - \$1,000.00 for the first 20 feet and \$30.00 per additional foot

**Section 11 – Utility Deposits, Rates & Special Terms**

A. Utilities Deposits – A deposit is required for all utilities services and shall be paid prior to furnishing service. Residential and Commercial deposit rates include water, sewer, and solid waste service, and shall not be prorated should approval be granted for one or more service to be separated from the non-separable services.

- (a) \$50.00 - Residential Owner Deposit
- (b) \$75.00 - Residential Renter Deposit
- (c) \$100.00 - Commercial Deposit
- (d) \$25.00 - Month-to-Month Solid Waste Deposit
- (e) \$100.00 - Water Hauler Fill Station Key Deposit\*

\*Any current key holder as of the enactment of this ordinance having paid the former \$25.00 key deposit shall be required to pay the \$75.00 difference or return the key to discontinue their account.

B. Monthly Water Rates

- (a) Residential Water:
  - \$25.00 for base consumption of up to 8,000 gallons

When usage exceeds the base consumption, the following rate step-increases shall be charged:

- \$1.50 per 1,000 gallons for 8,001 – 16,000 gallons
- \$1.75 per 1,000 gallons for 16,001 – 24,000 gallons
- \$2.00 per 1,000 gallons for 24,001 – 32,000 gallons
- \$3.00 per 1,000 gallons for 32,001 gallons or more

- (b) Commercial Water:
  - \$25.00 for base consumption of up to 10,000 gallons

When usage exceeds the base consumption, the following rate step-increases shall be charged:

- \$5.00 per 1,000 gallons for 10,001 – 15,000
- \$10.00 per 1,000 gallons for 15,001 gallons or more

- (c) Water Haulers:
  - \$45.00 per 1,000 gallons
    - Water can be drawn via the Water Fill Station or a Hydrant Meter, and the Water Hauler rate shall apply to both fill methods.

- The Village shall determine the best method for water filling based upon the customer's circumstances.
- A Water Fill Station key and PIN shall be issued only upon the completion of a Water Fill Station Application and payment of the required deposit.
- The Hydrant Meter shall be issued only upon completion of a signed Hydrant Meter Contract.

C. Monthly Sewer Rates

- (a) Residential Sewer - \$20.00
- (b) Commercial Sewer - \$23.00

D. Wagon Mound Public Schools Rates

- (a) Wagon Mound Public Schools shall be charged a monthly flat rate of \$1,320.00 to include unlimited water and sewer usage.
- (b) Solid waste service shall be charged per bin according to the rates as described in this ordinance.
- (c) Any meter or master meter servicing the Schools shall be replaced as soon as possible following the enactment of this ordinance.

E. Wagon Mound Housing Authority Rates

- (a) Wagon Mound Housing Authority shall be charged a monthly flat rate of \$1,320.00 to include unlimited water and sewer usage.
- (b) Solid waste service shall be charged per bin according to the rates as described in this ordinance.
- (c) Any meter or master meter servicing the Housing Authority shall be replaced as soon as possible following the enactment of this ordinance.


F. Monthly Solid Waste Service – Every customer charged for any other utility service shall also be charged for solid waste service. The monthly charge includes one trash bin for curbside pick-up and access to deliver household waste to the Wagon Mound Transfer Station. Upon request, additional bins may be provided, and additional fees shall be charged per bin. In the event a customer's trash bin was made available for pick-up according to the terms of this ordinance, and it was not collected, the Customer may contact Village Hall to request pick-up before 12PM noon on the scheduled collection day. Any report of a missed pick-up after 12PM noon, shall not be collected until the next scheduled pick-up day for that customer.

- (a) Residential Solid Waste Service - \$17.00
  - Curbside pick-up shall occur once per week on Monday mornings. Trash bins must be made available for pick-up by 8AM.
- (b) Commercial Solid Waste Service - \$25.00
  - Curbside pick-up shall occur three times per week on Monday, Wednesday, and Friday mornings. Trash bins must be made available for pick-up by 8AM.

PASSED, ADOPTED AND APPROVED AT REGULAR COUNCIL MEETING THIS 8<sup>TH</sup> DAY OF JUNE, 2021.

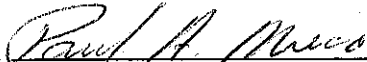
COUNCILORS

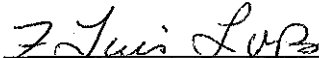
  
Andres Martinez, Mayor

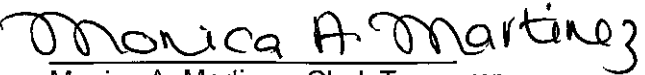
  
Timothy Cruz, Mayor Pro Tem

ATTEST: (SEAL)

Adrian A. Clouthier, Councilor

  
Paul A. Miera, Councilor

  
F. Luis Lopez, Councilor

  
Monica A. Martinez, Clerk Treasurer

