



Forest Park Property Owner's
Cooperative Association

Rules & Regulations

Revised
September 2011

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1. Introduction

The following document contains the Rules and Regulations of the Forest Park Property Owners' Cooperative Association (FPPOCA) as outlined in the FPPOCA By-laws Article VII Section 3:

“The corporation shall be managed by the Board of Directors. The Board of Directors shall have entire charge of the property, business interests and general operations of the corporation with full power and authority to manage and conduct the same. In addition thereto and to the specific powers conferred on the Board by the Articles of Incorporation, and these By-laws, the Board of Directors shall have general power to do all such things as may be necessary or appropriate for the administration of the affairs of this corporation and not inconsistent with the statutes of the State of New Mexico, United States of America, or the Articles of Incorporation or By-laws of this corporation. In order to affect these purposes, the Board of Directors shall have the power from time to time to pass Rules and Regulations. Proposed Rules and Regulations shall first be presented to the Board of Directors at a meeting of the Board of Directors. If the Board of Directors determines that such Rules and Regulations should be adopted, the Board of Directors shall take a final vote on the proposed Rules and Regulations at a subsequent meeting of the Board of Directors after first affording the members of the Cooperative an opportunity to speak in behalf or against such proposed Rules and Regulations at such meeting. At least ten days prior to the Board of Directors meeting at which the proposed Rules and Regulations shall be voted on, the proposed Rules and Regulations shall be mailed to the membership along with a notice stating the time, date and place of such Board of Directors meeting and a statement advising the membership that any member may attend such Board of Directors meeting for the purpose of speaking for or against the proposed Rules and Regulations prior to the Board of Directors making its final vote on such proposed Rules and Regulations. Proposed Rules and Regulations shall require a vote of the majority of the Board Membership and when passed shall be kept in accordance with Article VII.”

2. Water

The following rules and regulations are made and approved by the Board of Directors of the FOREST PARK PROPERTY OWNERS' COOPERATIVE ASSOCIATION, INC. (FPPOCA), hereafter referred to as the "Water Company," and no single official or employee of the Water Company has any power or authority to alter or change these rules and regulations.

1. DEFINITIONS

- a. Water Company – The Water Company is a private company that owns the water system that supplies water to Consumers of the Forest Park Property Owner's Cooperative Association. Inc.
- b. Service Provider – An independent contractor under contract with FPPOCA to provide administrative and operational services to the Water Company. In the absence of such a contract, the Water Company is the Service Provider. The current Service Provider is Entranosa Water & Wastewater Association, 1330 Highway 333, Tijeras, NM 87059, 505-281-8700.
- c. Applicant - The owner of the premises who is submitting an application to the FPPOCA for water services.
- d. Consumer – The accepted applicant for water services.
- e. Association Member – Any owner of lots 4 and 6 through 92 in the Forest Park subdivision that has water service with the FPPOCA.
- f. Agent, Water Company – Any representative or employee of the FPPOCA.
- g. Agent, Consumer – Any representative or employee of a Consumer of the FPPOCA.
- h. Connection – All necessary fittings, pipes, and appliances necessary for delivery of water to the Consumer up to, and including, the water meter.
- i. Meter – A mechanical device that records the volume of water used by a Consumer.
- j. Valve – A mechanical device that permits the flow of water from one section of the system to another.
- k. Water Bill – an invoice for water provided by the Water Company during a specific period of time.
- l. Assessment – The amount assessed for all lots in the Forest Park subdivision during the period of one calendar year (see FPPOCA By-laws, Article XII Section 2).

2. AGENT REPRESENTATIVE OF THE WATER COMPANY - Agents or employees of the Water Company shall not have authority to bind the Water Company to any promise, agreement, or representation beyond those items stated in this document.

3. APPLICATION FOR WATER SERVICE - Connection to any water system mains of the Water Company will be made only after the Water Company accepts the written form submitted

by the Applicant on the official application provided by the Water Company. Acceptance of the application requires that the Applicant agrees to comply with the rates, fees, tariffs and assessments of the Water Company. The application shall state the name of the Applicant(s), a description of the premises, the number and kind of fixtures for which water will be supplied, and other information pertaining to the connection that the Water Company may require. The Water Company may elect to contract through a special application with Consumers who are not members of the FPPOCA, but are in close proximity of the Forest Park subdivision and the water system mains of the Water Company.

4. **WATER SERVICE** - Upon acceptance of the application by the Water Company, water will be furnished to the Consumer through existing connections or through new connections provided by the Water Company as per applicable fees (paragraph 19).

5. **CHANGE IN OWNERSHIP, TENANCY, OR SERVICE** - A new application must be made and approved by the Water Company on any change of property ownership, change in tenancy, or in service, as described in the original application, and the Water Company may discontinue the water service until a new application is made by the Applicant or Consumer and approved by the Water Company.

6. **CONNECTIONS** - The Water Company will furnish and the Service Provider will maintain all necessary fittings, pipes, and appliances necessary for delivery of water to the Consumer up to, and including, the water meter. Placement of all new water meters will be at or as near the property boundary of the Consumer within the adjacent County right-of-way. All fittings, pipes, and appliances, including the water meter, shall remain the property of the Water Company, and shall at all times be accessible and under control of the Water Company. All fittings, pipes, and appliances beyond the water meter are the sole responsibility of the Consumer, including the selection, cost, and maintenance of such items, and should meet all local and/or county codes. Costs for repair or replacement due to Consumer negligence of any water fittings, pipes, and appliances furnished by the Water Company that is located within the Consumer's premises will be the responsibility of that Consumer.

7. **WATER METER** - All water meters used for connection to the Water Company's system main shall be furnished and maintained under the control of the Water Company. Such water meters shall remain the property of the Water Company. Water meters must be placed in an accessible and protected location that is approved by the Water Company. Additional requirements of the Water Company regarding water meters include:

- a. Costs for repair or replacement due to Consumer negligence of any water meter furnished by the Water Company that is located within a Consumer structure will be the responsibility of that Consumer.
- b. The quantity of water used by the Consumer as measured by the water meter shall be considered conclusive by both the Water Company and the Consumer. If the quantity of water used by the Consumer as measured by the water meter is found to be in error, an approximate quantity may be determined by the six-month average use as measured by the water meter when it was operating correctly.
- c. In the case of a dispute involving the accuracy of the measurement acquired from a water meter, the water meter in question shall be tested on request of the Consumer in

conformity with standards set forth by service providers equal to the Water Company. If the water meter in question is found to be in error of ten percent (10%) or greater, the Consumer's cost will be adjusted accordingly.

- d. No person or persons shall tamper or disconnect the Water Company's water meter without written permission from the Water Company or their representative.

8. CONSUMER VALVE - A Consumer water cut-off valve must be placed beyond the water meter inline with the Consumer service pipe to be used by the Consumer to shut off water service to the premises in lieu of using the Water Company's cut-off valve at the water meter.

9. LEAKS - Any leak in the Consumer's fittings, pipes, and/or appliances is the responsibility of the Consumer, and shall be immediately repaired by the Consumer. Water service may be discontinued by the Water Company until such repair is made. Any damage that results from the leak, including the cost of all water lost is the responsibility of the Consumer. If any component of the Water Company's fittings, pipes, and appliances are damaged during the repair of a Consumer leak, the Consumer will be responsible for the repair cost of such components. In the event of a leak that is not due to negligence or damage on the part of the Consumer, the Board, upon written verification of repair and at their discretion, will consider an adjustment to all Water Bills that cover the time period of the leak as follows:

- a. The Consumer's average water usage prior to the leak will be estimated based on previous water bills (using previous month and corresponding months in previous years, if available).
- b. The water loss due to the leak will be determined by the difference between the actual usage and the greater of: the average usage determined in step (a) or the base billing usage (6000 gallons).
- c. The adjusted water bill will be the published monthly charge for the average usage determined in step (a) plus a charge for the water loss using the base billing rate of \$31.00 per 6000 gallons.

10. TEMPORARY INTERRUPTION OF WATER SERVICE - The Service Provider may have to temporarily interrupt the water supply through the system main to perform repairs and/or additions to the system during regular maintenance and in the event of an emergency. The Service Provider and Water Company will use all reasonable and practicable measures to notify Consumer(s) affected by the interruption. The Service Provider and Water Company shall not, however, be liable for any damage or inconvenience suffered by the Consumer as a result of the interruption.

11. EMERGENCY WATER RESERVE - The Water Company may reserve a sufficient volume of water at all times in its reservoirs to provide for adequate supply during emergencies and/or public welfare needs as defined by the Board. During such an event, the Water Company will use all reasonable and practicable measures to notify Consumers of the event. Non-essential use of water, such as irrigation or the washing of automobiles, will be prohibited during this time.

12. CONSUMER DISTRIBUTION OF WATER - Consumers will be allowed to furnish water to another Consumer only during an emergency, and then only for a limited time, or until such

emergency has passed. The providing Consumer must notify the Water Company within 24 hours of the emergency. The providing Consumer will be charged the normal rate for all distributed water.

13. PERSONS AUTHORIZED TO TURN OFF WATER - With the consent of the Water Company, the Consumer or the Consumer's authorized representative (e.g., plumber or tenant) is permitted to turn off the water supply at the Water Company's water meter stop valve.

14. DISCONNECTION OF WATER SUPPLY - Water Service to a Consumer is considered permanently disconnected from the Water Company's supply if the fixture or appliance in connection with the system mains is sealed in a manner satisfactory to the Water Company.

15. TERMINATION OF WATER SERVICE - Water service provided to a Consumer under any application may be terminated by the Water Company for any of the following reasons:

- a. Misuse of water provided by the Water Company as represented in the original application by the Consumer.
- b. Willful waste of water through any negligence on behalf of the Consumer.
- c. Failure to maintain the Consumer's water connection in good working order to the Water Company's main service.
- d. Failure to make payment of rates, fees, tariff, and/or assessments for water service provided by the Water Company.
- e. Willful damage to any fittings, pipes, and/or appliances of the Water Company.
- f. Unannounced abandonment or vacancy of premises.
- g. Violation of any rules of the Water Company.
- h. On the written request of the Consumer as in the case of scheduled vacancy of premises.

16. REINSTATEMENT OF WATER SERVICE - Reinstatement of a Consumer's water service to the original or a different Water Company meter requires that the Consumer reapply to the Water Company (requirements as stated in paragraph 1). Reinstatement of services will occur only after the conditions under which the service was terminated are corrected and all rates, fees, tariffs, and assessments are paid in full to the Water Company. Reinstatement of water service is subject to all service fees applicable.

17. PAYMENT AND TERMS OF PAYMENT - The Consumer must comply with all payments required for water service based on the rates, fees, tariffs, and assessments (paragraph 19) as defined by the Water Company. Payment for water service will be invoiced by the Service Provider only to the Consumer or their agent. It is the final responsibility of the Consumer or their agent for timely payment of all outstanding debt to the Water Company for water service. All charges for water services shall be due and payable monthly:

- a. For billing purposes, the water meters are read on or near the last day of each month.
- b. Water Bills are prepared and sent via U.S. Mail on or near the 5th day of each month.

- c. All Water Bill charges are due and payable by the end of the month in which billed. Those Consumers receiving monthly Water Bills will also be charged one-twelfth of the Annual Assessment Fee with their Water Bill charges.
- d. All Water Bill and Assessment charges not paid in full at the end of the billing month are “past due” and subject to a late fee (paragraph 19-g).
- e. All Water Bill and Assessment charges not paid in full at the end of the second month will result in the termination of the Consumer’s water service (paragraph 15-e). Refer to paragraph 16 for reinstatement of water service.
- f. All Assessment Bill charges for owners of undeveloped (not metered) lots are due in January of the respective year.
- g. All Assessment Bill charges not paid in full by the end of January are “past due” and subject to a late fee (paragraph 19-j).

18. NOTICE OF NON-PAYMENT - Consumers that fail to make payment for any rates, fees, tariffs, and assessments or other amount payable to the Water Company shall have a Notice of Non-Payment against the real property, which is defined in the Consumer’s application, filed with the County Clerk of Bernalillo County, New Mexico. In the case of a dispute, the Consumer may obtain a release of such Notice of Non-Payment by placing a deposit equal to the amount in dispute with the Water Company. In the event of an award to the Consumer with respect to the dispute, the deposit will be returned to the Consumer without interest.

19. SCHEDULE OF RATES - The following rates, fees, tariffs, and assessments are applicable for water service from the Water Company (plus New Mexico Gross Receipts Tax):

- a. New Meter Installation & Hookup Fee on Existing Lots: \$7500.00
- b. New Account Setup Charge: \$75.00
- c. Reinstatement of Service Charge (Disconnect fee on 60-day delinquent account): \$125.00
- d. Service Disconnect (Without Meter Removal) Charge: \$125.00
- e. Service Disconnect (Meter Removal) Charge: \$500.00
- f. Service Reconnect (Meter Installation) Charge: \$500.00
- g. Water Bill Late Fee: \$10.00
- h. Returned Check Fee: \$30.00
- i. Annual Assessment Fee (January): \$300.00
- j. Annual Assessment Late Fee (monthly): \$3.00
- k. Water Use Rate Structure (approved 20 January 2004; revised June 2006; revised September 2011):

- i. Rate 1: 0 – 6000 gallons \$40.00
- ii. Rate 2: 6001-10,000 gallons \$40.00 plus \$0.85 per 100 gal. in excess of 6,000 gal.
- iii. Rate 3: 10,001 – 16,000 gallons \$74.00 plus \$0.85 per 100 gal. in excess of 10,000 gal.
- iv. Rate 4: 16,001 – 23,000 gallons \$125.00 plus \$1.40 per 100 gal. in excess of 16,000 gal.
- v. Rate 5: 23,001 – 39,000 gallons \$223.00 plus \$1.60 per 100 gal. in excess of 23,000 gal.
- vi. Rate 6: >39,000 gallons \$479.00 plus \$2.20 per 100 gal. in excess of 39,000 gal

20. RENTERS - The FPPOCA Articles of Incorporation prohibit providing water services to nonmembers of the Association, and Association membership is restricted to beneficial owners of lots within Forest Park Subdivision (FPPOCA By-laws Article III, Section 1). If a Consumer chooses to rent their property, the renting tenant will be considered the Consumer's Agent (paragraph 1-g). The Consumer must notify the Water Company of the change in tenancy, and a new application for water service must be made (paragraph 5). A sub-account for the rental property will be established by the Service Provider under the Consumer's account. The Consumer will receive copies of their tenant's monthly water service bills. The tenant will be subject to all Water Company requirements and terms for water service payments, including the annual assessment (paragraph 17), and subject to the conditions for water service termination (paragraph 15). Any outstanding balances that cannot be collected from the tenant will become the responsibility of the Consumer.

3. Board Minutes

A draft of the minutes of the monthly meeting of the Forest Park Property Owners' Cooperative Association Board of Directors, as recorded by the Secretary (or proxy), shall be available within seven days of the meeting to all Board Directors for review. Board Directors will then have a period of seven days to approve the minutes or submit comments and/or edits to the Secretary, which will qualify the minutes for approval. A final version of the minutes shall be available to the Association within fourteen days of the meeting. This final version shall be posted on the bulletin board near the entrance of Forest Park and on the FPPOCA website under the Board of Directors information page.