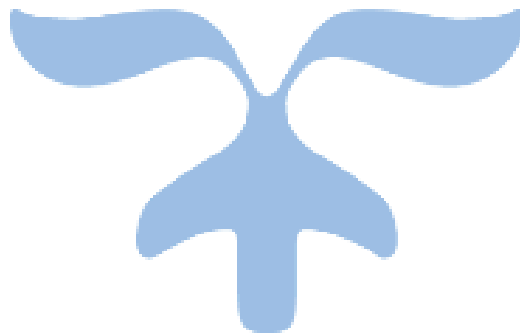


**Tyrone Water & Wastewater Association**

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**RULES AND REGULATIONS**

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**Tyrone Water & Wastewater Association**  
**RULES AND REGULATIONS MANUAL**  
**AND ADMINISTRATIVE PROCEDURES**

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**Date of Approval: August 20, 2025**

**TYRONE WATER & WASTEWATER  
RULES AND REGULATIONS**

These Rules and Regulations are issued in compliance with the Bylaws of the Tyrone Water & Wastewater Association (Association) and are designed to govern the supply, taking of services, and financial management by the Association. They are subject to change from time to time by a majority vote of the Board of Directors.

If a provision of the Rules and Regulations should conflict with a provision of the Bylaws, the Bylaw provision will prevail.

1. PROCEDURES FOR ESTABLISHING RULES AND REGULATIONS

1. Proposals for establishing, amending, updating, or revising the Association Rules and Regulations may be presented to the Board of Directors by either the employees, contractors working directly for the Association or any director of the Association.
2. Every proposed change to the Rules and Regulations of the Association shall be evaluated by the Board of Directors for conflict with the Association Certificate of Association and Bylaws.
3. All changes to the Rules and Regulations Manual must be approved by a majority vote of the Board of Directors during a regular board meeting for the changes to become official.
4. The passage of any amendment to the rules and regulations shall be documented in the minutes of the board meeting at which the amendment was approved.
5. Additional rules will be numbered according to the year passed and the sequence numbers as seen in these Rules.

## 2. DEFINITIONS

**Days referred to in this document:** Any reference to days in the Rules & Regulations and Administrative practices and procedures are calendar days.

**Membership Certificate:** A document issued to each residential unit/dwelling or commercial establishment that has been approved as a member of the Association.

**Member:** One who holds an Association membership and membership certificate.

**Membership in Good Standing:** One who is *not* overdue or has no outstanding delinquent accounts to the Association.

**Residential Unit/dwelling:** It includes the single-family dwelling sited on one or two contiguous lots within the Townsite of Tyrone, New Mexico. There will be only one water meter for domestic consumption per lot. Lots with two water meters existing before the incorporation of the Association on January 25, 2022, are permitted.

**Commercial Unit:** a non-residential establishment used for business purposes.

### **Type of Membership:**

- **Active Users:** members who are using the services every day.
- **Active Non-User:** members who have a connection (metering facilities or hook up) but are not using the service at all, for example a vacant home or land.
- **Active Seasonal:** members who have a connection and use the service seasonally, for example during the summer.
- **Non-Active Users:** members who have had the option to connect to the Association but have chosen not to. There are no metering facilities. There is a membership on file, but no connection.

**Membership Fee:** A *non-refundable* fee assessed to each certificate of membership to cover administrative expenses and water and wastewater system maintenance. Current property owners as of July 16, 2025, are not subject to the Membership Fee unless their service line has been locked out in the meter can due to non-payment of fees or assessments.

**Hook up Fee:** The actual cost that must be paid to the Association for the connection of services from the Association lines to the public right of way or Association easement, which by law must be completed with a certified operator present. It includes the hookup cost, the metering facilities, and labor.

### 3. MEMBERSHIP PURCHASE, APPROVAL AND TRANSFER

#### A. Application for Membership

As stated in the Association Bylaws, service will be available subject to physical availability of water. All persons wishing to obtain services from this Association must purchase a membership certificate and must be property owners. Property owners of record on July 16, 2025 are exempt from any fees related to the purchase of a membership certificate.

#### B. Application Process

For new dwellings constructed after July 16, 2025, within the Association service area, the application process described in Section B will apply.

To obtain services, the landowner must purchase a membership certificate into the Association following these steps:

*Each dwelling must have a certificate of membership associated with the property.*

#### I. The following requirements must be met:

1. Complete and signed Users Agreement
2. Non-refundable membership fee payment of \$75.00
3. Proof of property ownership
4. Approximate time for the actual service connection.
5. Approximate physical location of the metering facility installation.
6. Signed statement establishing purpose of the services being requested- residential or commercial.
7. An official "Right of Way Easement" (provided in the Users Agreement).
8. Full payment for the service connection including service clamp, corporation stop, service line, meter yoke, meter box, back flow device and meter.

**II. Approval of the Application.** Upon completion of all the requirements stated above, the board will promptly review and approve or disapprove. Incomplete applications may be grounds for denial of services. If membership application is disapproved, the membership fee will be returned.

**III. Services Ready to be Connected.** Once all the requirements have been met and the services are ready to be connected, a metering facility will be placed by the Association's certified operator at the main water line easement and all connection costs will be paid by the member.

*Violation of this policy will result in cancellation of the installation of services, membership, and payment. Payment for federal and/or state fines will be collected in case the water system is contaminated because of the violation.*

#### C. Additional Memberships

Association members may own multiple properties and have multiple connections but there will be only one membership.

#### D. Transfer, Cancellation and/or Sale of Membership

- A. Proof of membership in the Association will be required prior to a membership transfer, cancelled, or sold.

- B. If a membership is canceled by the Association board as stated in the Bylaws and these Rules and Regulations, a copy of the board minutes and of the notice of cancellation sent to the member must be kept in the Association files.
- C. Realtors representing the current owner and/or potential purchasers of property within the Tyrone townsite shall inform the parties of the requirement to transfer membership in the Association upon sale or purchase of a property within the Tyrone townsite. If the sale is not conducted through a realtor, it is the seller's responsibility to inform the potential purchaser of the requirement to transfer membership in the Association to the buyer.

#### **E. Water Services for Rental Property/Non-Members**

The property owner will be the member and responsible for all bills incurred to the Association. The Town of Silver City bills renters if the owner chooses to have the renter pay for water, but the ultimate responsibility for all outstanding fees incurred by the renters is the member of the Association.

#### **F. Water Service**

The purpose of water services is for residential use by members of the Association. Filling containers for non-residential use or animal stock tanks is not permitted. If a connection is found to extend services to a non-member dwelling, or a dwelling that has been disconnected from the system due to non-payment of fees, the owner will be sent a registered letter stating that the illegal connection will be disconnected immediately, and if not, a fine of \$100.00 per month will be assessed until the illegal connection is disconnected.

No pop-up or foldable travel trailers, travel trailers, toy haulers, fifth wheel trailers, Class A, Class B, or Class C recreational vehicles (RVs) shall be connected to the potable water system for more than 7 calendar days. All of the RVs or trailers shall have a backflow prevention device installed between the member's residence and the temporary mobile residence's input connector.

Grey water and or sewage from pop-up or foldable travel trailers, travel trailers, toy haulers, fifth wheel trailers, or Class A, Class B, or Class C RVs shall not be discharged into the sanitary sewer system in the Tyrone townsite through the owner's sewage line cleanout or other means. Grey water and sewage shall not be discharged into the townsite's storm drainage system.

#### 4. PROVIDING WATER SERVICES

##### **A. Services Ready for Use**

All of the elements of the water and wastewater systems; the 200,000-gallon elevated water tank, waterlines, valves, and fire hydrants are collectively owned by the property owners in Tyrone and managed by the Association. Each service line from the water main to the meter box is maintained by the Association. The property owner is responsible for the waterline from the meter box to the building or home.

##### **B. Service Deactivation and Reactivation**

Members may contact the Town of Silver City Water Department if they want to deactivate their line when they are away for a long period of time. The Association will only turn water off if there is an emergency and the threat of water damage or significant loss is likely to occur or is occurring.

##### **C. Multiple Services Connections are illegal**

As stated above, each unit/dwelling must have its own service connection. Multiple connections into **one** residential meter are prohibited by funding agencies and the Association. Service is for the sole use of the member, his/her agent(s) or tenant(s) at the location requested and does not permit the transfer or cross-connection of water by any means to another dwelling or place of business. Members who allow multiple residence connections will be disconnected from the system, will be assessed a fine, and the board will determine the status of the membership.

##### **D. Connection to a Private System/Well**

There will be no physical connection between any private water system/well and the water system of the Association. According to state and federal laws, a representative of the Association will have the right, at all reasonable hours, to enter member's premises for the purpose of inspection and enforcement of this provision. Violation of this provision is cause for disconnection of services. If a back flow prevention valve is required to be installed, the member will pay for all expenses incurred for the installation and the annual inspection.

##### **E. Continuity of Service**

The Town of Silver City provides 100% of the potable water to Tyrone under an agreement originally entered into in 1967. The current agreement was signed by the Town of Silver City and the Association on January 10, 2023. This agreement is recorded with the Grant County Recorder's Office. The Town of Silver City owns the water meters and reads the meters every 30 days.

The Association will make all reasonable efforts to supply continuous, uninterrupted service to its members; However, service interruptions will take place from time to time to make necessary repairs, connections, line extensions, or for other necessary work. Efforts will be made to notify members who may be affected by such interruptions, but the Association **will not** accept responsibility for losses which might occur due to such necessary interruptions of service or shortage of water supply.

##### **F. Outdoor Spigots**

All outdoor spigots (hose bibs) shall be equipped with anti-siphon valves upon the sale of the existing residence to a new owner. Effective February 21, 2024.

## 5. THE METER/METERING FACILITIES

### A. Metering of Water Service

Water service will be metered to each individual property with an approved connection. Multiple residences/dwellings **will not** be connected to one meter.

### B. Tampering with Metering Facilities

Metering facilities will be installed, maintained, and owned by the Town of Silver City and will be paid for by the member. These will consist of a service clamp, corporation stop, service line, meter yoke, meter box, back flow device and meter. **Tampering with meter facilities is a violation of the Federal Law. Anyone in violation will be penalized by the board or prosecuted in court. All community drinking water system facilities and operations are regulated by Federal and State laws.**

### C. Location of Metering Facilities

Metering facilities will be located at the main line. The hook up fee covers the connection from the main to the meter vault up to a maximum 25 feet. If the distance from the main line to the members' property is greater, the member shall pay for any additional cost. Where an easement is required, the member shall provide it. In special cases, the location will be agreed upon jointly by the board of directors and the member. The member's responsibility is from the meter to the home, including water leaked from the line after the meter, installing a shut off valve, etc.

### D. Easement for the Metering Facilities

Should the location of the meter location be within the member's property, the member shall grant the Association an easement of right-of-way and the right of ingress and egress to said property for the purposes of servicing or removing the metering facilities. **Membership certificate will be cancelled for members who refuse to provide the required easement.**

### E. Transfer of Meter

All the meters are the property of the Town of Silver City and are permanently fixed at their respective service locations. Therefore, no meter is transferable from the property that it is intended to serve to any other location. Thus, in the event of the sale, transfer, assignment, lease or conveyance of the subject property by the owner of record, all of the rights to service from the meter that serves the subject property shall automatically be included in the sale, transfer, assignment, lease or conveyance of that property. This also applies to all duly authorized service connections that have inoperable meters or where no meters exist. Where a dwelling or place of service is permanently discontinued or eliminated by the owner of record, the Association may, in its sole discretion, elect to either remove the meter or leave the meter to provide service for possible future users.

### F. Meter Accuracy & Testing

Service meters, where errors do not exceed two (2%) percent fast or slow, will be considered as within the allowable limits of accuracy for billing purposes. Meter testing requested by members will be performed without cost to the member. If the meter is found to be less than two (2%) percent, the member for whom the required testing was made will be charged for the cost of making the test.

### G. Meter Reading

Meters will be read by the Town of Silver City between the 23<sup>rd</sup> and 26<sup>th</sup> of the month.

## 6. BILLING AND PAYMENT FOR WATER AND WASTEWATER SERVICES

### A. Billing of Water Services

Members of the Association will be billed by the Town of Silver City for the water and wastewater services in accordance with the rates set forth on the approved water rate schedule. **All water metered will be subject to the rate schedule, including water leaking from a member's line on the member's side of the meter.**

### B. Payment of Water and Wastewater Services

The Member pays the Town of Silver City directly for water and wastewater services. The Association has a \$10.00 fee on the water bill for water system repairs. The funds collected from this fee are paid to the Association monthly by the Town of Silver City.

### C. Overdue and Delinquent Accounts/Notification & Disconnection of Services

Members who fail to pay their monthly \$75.00 assessment will be considered **delinquent** after 31 days and will receive a reminder letter asking them to remit their assessment fees. If the Member is unable to pay the assessment, the Member shall contact TWWA to work out a payment arrangement. An Application to Develop a Payment Plan will be completed by the Member and TWWA. If the Member is unable to resolve all outstanding assessments and any fines associated with unpaid assessments, this information will be presented to a court if the TWWA chooses to sue the Member for non-payments of the outstanding assessments and fines.

If the Member has not paid their late assessment by 60 days, another letter will be sent to the Member stating that their water service will be turned off and the curb stop locked 10 days after the second letter was postmarked. If payments in arrears have not been received or a payment plan agreed upon, the TWWA will file a lien against the Member's property after 90 days. All delinquent members or members in violation of these Rules and Regulations will also be notified by mail and by a door hanger posted at the address. The notification will include the amount due, date to comply, and a statement saying, "If no payment is received by the listed date to comply, water service will be shut off." If a Member agrees to a payment plan and does not follow through with delinquent payments and is overdue on future assessments the TWWA will lockout the water meter at the beginning of the next month. The Member shall pay the delinquent charges and fines with a certified bank check, money order, or with a credit card.

### Disconnection of Services

Any water service which has been disconnected due to a delinquent account or for other reasons, will not be reconnected until the account is current or a payment plan agreement has been signed by the Member and TWWA and the reconnection fee of \$100.00 is paid in full. All meter disconnections and reconnections must be completed by the Association's Certified Operator.

### D. Cancellation of Membership

If a member is delinquent for **six (6) consecutive months** after non-payment for active membership the amount due to the Association will be considered uncollectible and the membership in default shall be canceled and the line capped. All delinquent members having their membership cancelled will be notified by Certified Mail. After that date a request for reconnection will be subject to membership eligibility if the Association has the physical capacity to provide service and renewal membership fees, late assessments and fines are paid in full.

**E. Collections**

The Association has the responsibility and the authority within state law to take all action necessary to collect the arrears through a collection agency. If the Member and the TWWA have not worked out a payment plan 120 days after the assessments were first due, the Member will be turned over to a collection agency. Should this occur, the Member will be responsible for all collection, legal and court costs, attorney fees and any fees not mentioned that are required to collect the money owed.

Action	>31 Days	>60 Days	>90 Days	>120 Days
Letter One Reminder	X			
Letter Two Warning		X		
Agreed upon payment plan	X	X	X	
Disconnect				X
Collection Agency				X

7. MEMBER SERVICE

**A. Addressing & Recording Member Complaints**

All member comments and complaints shall be addressed to the Association and if related to monthly billing, directed to the Town of Silver City Water Department.

8. FEES, CHARGES, FINES, ASSESSMENTS & RATE SCHEDULE

**Fees and Rate Schedule**

	RESIDENTIAL AND COMMERCIAL RATES:	Monthly	
*	Association fees	\$75.00	
1	Town of Silver City Access fee	12.32	
2	0 to 3,000 gallons	\$4.83/1,000 gallons	
3	3,001 to 10,000 gallons	\$5.30/1,000 gallons	
4	Over 10,000 gallons	\$6.91/1,000 gallons	
5	Wastewater treatment	\$2.51/1,000 gallons	
6	Water System Repairs	\$10.00/month	
7	New water service	\$3,000.00	
8	New wastewater service	\$3,000.00	

\* Association fees are for the purpose of financing, maintaining, and operating the water and wastewater systems within the townsite. Portions of the fees are dedicated to the new loan PPRF-6659 from the State of New Mexico Financial Administration. Additionally, insurance; operating expenses; internal and external audits; and administrative costs are funded by the monthly Association fees. Maintaining and funding reserve accounts required by conditions of the NMFA loan and State of New Mexico financial guidelines are also funded through the \$75.00 monthly

assessment.

## 9. COMPLIANCE WITH THESE RULES AND REGULATIONS

Each employee, agent, contractor of this Association is expected to fully enforce these Rules and Regulations without further approval of the board.

Board authority to approve and enforce these Rules and Regulations comes from the provisions of the State of New Mexico Sanitary Projects Act [3-29-1 to 3-29-19 NMSA 1978].

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**These Rules and Regulations are adopted by resolution of the board on August 20, 2025.**

10.APPLICATION FOR SERVICES

If approved, signed and with Association seal it becomes a **MEMBERSHIP CERTIFICATE/WATER USERS AGREEMENT**

This AGREEMENT entered into between the **Tyrone Water & Wastewater Association**, a nonprofit corporation, organized under the Sanitary Projects Act, Sections 3-29-1 to 3-29-19 NMSA 1978, for the purpose of providing a domestic water and wastewater services for its members, and hereinafter called the “Association”, and \_\_\_\_\_  
\_\_\_\_\_ member of the Association, hereinafter called “Member.”

WITNESSED

Whereas, the applicant desires to purchase water services from the Association, become a voting member of the Association, and enter into a user’s agreement as required by the Bylaws and Rules and Regulations of the Association;

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows, the Association shall furnish, subject to the state and federal law and regulations and in accordance with its Bylaws and Rules and Regulations, now in force or as hereafter amended, a safe and adequate quantity of water for use by the Member on the following described property: (DESCRIBE THE PHYSICAL LOCATION OF THE PROPERTY)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Grant of Perpetual Easement.** (THIS EASEMENT ONLY APPLIES WHEN THE Association SERVICE LINES GO THROUGH THE MEMBER’S PROPERTY and/or IF THE METER IS LOCATED INSIDE THE MEMBER’S PROPERTY). If the Member requests service from the Association where a public right-of-way does not exist for the water lines and appurtenant facilities, the Member agrees to grant to the Association, its successors and assigns, a perpetual easement (xx) feet in width, if such width is available, for the installation of the pipeline and centered over said pipeline, or five (5) feet in diameter from the center of any water meter, over, under and upon the above described land, with the right to locate, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipelines, water meter and/or appurtenant facilities, with the rights of ingress to and egress from the Member’s property.

**Assignment of Water Right.** If it is permitted by New Mexico law, the Member hereby assigns water rights to the Association, its successors and assigns, so that the Association can provide the Member with safe and adequate water at the time that service becomes available.

**Membership Fee, Connection Fee, Water Rights Fee.** Upon signing of this agreement, the Member agrees to pay: 1) a one-time non-refundable membership fee of **\$75.00**, 2) a connection fee of \$3,000 and 3) a water rights fee of **\$100.00** to partially reimburse the Association for its purchase of

water rights (not applicable if providing water rights).

**Location of Service.** The Association shall make the connection, including installing a water meter, only up to 50 feet from the main line. The Association and the Town of Silver City shall have exclusive right to access and use the water meter. The Association reserves the right to make the final decision in selecting the location of the water meter and service line connection to its distribution system.

**Conservation and Progressive Water Rate.** To provide services to all members, the Association discourages the use of water for non-domestic use. The Association will adopt a progressive water rate structure to promote water conservation and shall determine the allocation of water to Members in the event of a water shortage.

**Connection of Service Requirements.** Subject to the inspection and approval of the Association, the Member shall install and maintain at his/her own expense a service line that shall begin at the meter and extend to the dwelling or place of use. Member with private wells, should physically disconnect before switching and connecting to the Association's system, and agrees that no other existing or future source of water will be connected to any of the Association's water lines. The Association will penalize and may shut off water and cancel membership of a Member who allows a connection or extension to be made to another dwelling for the purpose of supplying water.

**Temporary Deactivation and Reactivation.** Members who temporarily will not be residing in their residence may choose to have services disconnected by the Association during their absence. The service activation and deactivation will be completed by the Association's Certified Operator and/or agent as required by law and the member will pay a fee for these services. The request for this service must be made at a regularly scheduled meeting of the board or in writing and sent by certified mail and/or with proof of receipt.

**Payment.** Service charges (Minimum Monthly Fee) to the Member shall commence the following month after the connection application was approved by the Board, whether or not the Member connects to the system.

The failure of a Member/customer to pay water service charges duly imposed shall result in the automatic imposition of the penalties established in the Rules and Regulations of this Association, including:

1. Nonpayment within the due date will be subject to a penalty.
2. Nonpayment and/or non-payment arrangements within the time specified in the Rules and Regulations will result in the water being shut off to the Member's property or a loss of membership privileges.
3. In the event that it becomes necessary for the Association to shut off the water to a Member's property, a fee will be charged for reconnection of the service.

**Compliance.** The Member agrees to comply with and be bound by the Articles, Bylaws and Rules and Regulations of the Association, now in force, or as hereafter duly and legally supplemented, amended or changed. The Member also agrees to pay for water service at such rates, time and place as determined by the Association, and agrees to the imposition of such penalties for noncompliance as stated above, or as set out in the Association's Bylaws and/or Rules and Regulations, or which may be hereafter adopted and imposed by the Association.

This document is your **Certificate of Membership** to this Association. To be valid it must be signed by the member(s) and an authorized Association official/Board Member and have the Association seal. The original will be kept by the Association as a permanent record, and a copy of the original will

be mailed to the Member at his or her request.

**Please answer the following questions:**

I seek membership for the following use:  Residential  Commercial

From the date the board approves my application, the approximate time to connect to the system and start using the water service is:  As soon as possible,  Within 6 months,  Within a year

The proof of property ownership presented is:  Property Deed,  Tax records,  Other:  
\_\_\_\_\_

**IN WITNESS WHEREOF, I / we have executed this agreement on \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Applicant / Member Signature

\_\_\_\_\_  
Applicant / Member Signature

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Cell Ph. \_\_\_\_\_  
Email: \_\_\_\_\_

**ATTEST:**

Authorized Association Official: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**For Association Use Only**

Membership Transferred, Canceled, Other \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ADMINISTRATIVE PROCEDURES EFFECTIVE AUGUST 20, 2025

### FINANCIAL PROCEDURES

#### A. Assessments

Each residential and commercial property will be assessed \$75.00/month to maintain, operate, and finance the water and wastewater infrastructure. There is no monthly fee for undeveloped lots. The accumulated funds collected are most of the financial resources that the Association uses to maintain the water tower, waterlines, valves, fire hydrants. Sewer lines throughout the townsite are maintained by the Association. The service lines or laterals from the sewer main to the individual properties in the townsite are the sole responsibility of the property owner. Costs for sewer line rooting, repairs or replacement are the total responsibility of the property owner.

#### B. Delinquent Accounts

A property owner's account will be considered delinquent if the Association has not received the full \$75.00 payment 31 days from the beginning of the previous month. Chapter 6 procedures will be followed for delinquent accounts:

Cutting off the lock on the curb stop (water valve) will be considered damage to public property and a complaint will be filed with the Grant County Sheriff's Department, Grant County District Attorney, or the Silver City Magistrate Court. All court costs, fines and fees will be borne by the property owner.

Water/Sewer Service to the Seriously Ill. The Authority will not terminate water/sewer service to any residence where a seriously ill person resides provided that:

- i. A letter from a practitioner of the healing arts stating that discontinuance of service will endanger that person's life or health is filed with the Association and such letter is updated and filed with the Association every ninety (90) days thereafter and;
- ii. The Member/Customer enters into a Negotiated Payment Agreement with a monthly payment schedule for the delinquent amount.

#### C. Accounting Practices and Procedures

Approval of invoices from contractors and vendors

Upon receipt of a bill or invoice for services rendered to the Association and received by either email or through the United States Postal Service (USPS), the Association board member, employee, or authorized contractor requesting or responsible for the charge will review the invoice for accuracy and completeness. The responsible person will write "Okay to Pay" on the front of the invoice and will sign and date the invoice. The email, purchase order, or other supporting documents shall be attached to the approved invoice. The employee or authorized contractor will submit the invoice and backup to the Board President or Secretary who will review the documents for accuracy and appropriateness and if deemed appropriate will sign the invoice and forward it to the accountant.

The approved invoice will be emailed to the accountant and copied to the Association Secretary and the Association email at: [tyronenmwaterandwastewaterassn@gmail.com](mailto:tyronenmwaterandwastewaterassn@gmail.com). The Association Secretary shall maintain a paper file of the original approved documents and supporting details.

In situations where it is not possible for the responsible person to review and approve the invoice, and sign it, an email can be sent to the accountant with the responsible party's approval. When this method is used, another board member shall be copied on the email and will also approve the expenditure via email.

Copies of the emails should be attached to the approved invoice and filed with the Board Secretary.

Fifteen days after the end of the month, two board members will review the previous month's approved invoices and reconcile them with the general ledger. Any discrepancies or errors shall be transmitted to the accountant for clarification and correction if warranted. A copy of the monthly review shall be maintained by the Board Secretary and a copy sent to the accountant.

All financial files shall be maintained and stored for 10 years after the fiscal year ends, and then may be shredded or otherwise securely disposed of by a bonded and insured document destruction company in conformance with New Mexico Statutes Chapter 14-Records, Rules, Legal Notices, Oaths; Article 3-Public Records.

#### D. Reoccurring Charges and Contractor timesheets

Monthly or regular occurring charges such as electric bills, monthly insurance invoices, pest control, etc. do not have to be approved by board members if they have been previously identified as such and the charges have been approved in the previous month's Association board meeting review of the financial report and general ledger as an agenda item. The charges shall be entered in the monthly general ledger and coded to the appropriate account.

Contractor timesheets should contain sufficient detail to determine what task or activity was performed by the contractor. The supervisor or reviewer should confirm the calculated hours, rate of pay, and any expenses incurred. All expenses incurred personally by the contractor will be accompanied by a receipt or other documentation to indicate the cost of the expense and purpose. A credit card statement or similar receipt will be considered acceptable documentation if the amounts requested are the same as the charges on the receipt. The board member supervising the contractor shall approve and sign the timesheets and expenses with the notation "OK to Pay", with a signature and date of approval. The approved timesheets and expenses will be emailed to [tyronenmwaterrandwastewaterassn@gmail.com](mailto:tyronenmwaterrandwastewaterassn@gmail.com) the accountant, and the Board Secretary.

#### E. Monthly Review of Charges

The previous month's charges and payments will be reviewed by two members of the Board of Directors within 20 days from the end of the previous month. The accountant will provide a check register, general ledger, a list of the charges approved by the President or Secretary during that month.

It is the duty and the responsibility of the board members to check on the accuracy and appropriateness of any requests for payments and to see that the payments equal the requests. The reviewers will communicate any discrepancies, unbalanced, unreconciled, or questionable charges to the Board President and Secretary as soon as practical, but no more than 48 hours, upon being aware of the discrepancies, or other issues and the proposed resolution of the matter(s). END