



VILLAGE OF MAGDALENA

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AGENDA SPECIAL UTILITY ORDINANCE & RATES WORKSHOP

NOTICE OF MEETING - VILLAGE OF MAGDALENA

TUESDAY, AUGUST 4, 2026, AT 5:00 PM

VILLAGE HALL 108 N. MAIN STREET

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK – THE LINK IS ALSO PROVIDED ON THE VILLAGE WEBSITE:

<https://us06web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

1. CALL TO ORDER

2. ROLL CALL & ESTABLISHMENT OF QUORUM

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

5. DISCUSSION & POSSIBLE DECISION REGARDING UTILITY ORDINANCE & UTILITY RATES & RECOMMENDATIONS

6. PUBLIC INPUT – 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS TUESDAY, AUGUST 4, 2026, AT 12:00 PM. THE EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES

7. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION FOR UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT (575)854-2261 OR VIA EMAIL AT CLERK@VILLAGEOFMAGDALENA.COM AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

ORDINANCE NO. 1995-1
VILLAGE OF MAGDALENA
AMENDED 2009-02
AMENDED 2017-01
AMENDED 2021-01

AN ORDINANCE ESTABLISHING A JOINT UTILITY SERVICE; ESTABLISHING A VILLAGE SERVICE FOR THE COLLECTION AND DISPOSAL OF TRASH; AMENDING ALL PREVIOUS ORDINANCES RELATING TO WATER AND SEWER SERVICE; PROVIDING FOR THE IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, UTILITY RATES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA, NEW MEXICO, THAT:

SECTION ONE - JOINT UTILITY DECLARED.

It is necessary and for the best interests of the Village of Magdalena and the inhabitants thereof that the Village-owned water system, sewer system, and trash service constitute a joint public utility system designated as the *Village of Magdalena's Joint Utility System* and be operated and maintained as such.

SECTION TWO - SEPARABILITY.

If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be 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 THREE - NONSEPARABLE CHARGES AND SERVICE.

(a) Except as otherwise provided in this ordinance, the water, sewer, and trash services of 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, such services to appear on the same monthly statement. Similarly, a request for the termination of one such utility service is a request for the termination of all such utility services, and a termination of utility service for a portion of a structure is declared to be termination of utility services for all of the structure.

(b) Should one (1) or more of the utility services not be used when all of the nonseparable services are available, the minimum rates as set forth in the applicable rate sections shall be charged and collected with the charges for the utilities used.

(c) When it is not otherwise possible for the Village to furnish all of the nonseparable services, the furnishing of separate utility services may be permitted provided proper application is made with the Village utility office and approval has been granted by the Mayor and confirmed by the Board of Trustees. Under these circumstances, the Village will charge only for the services available.

However, no sewer service will be provided unless the unit or multiunit is on the Village water system.

SECTION FOUR - UTILITY SERVICE APPLICATION; 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 the Village utility office on printed forms furnished for that purpose. Every such application must be signed by the owner of such property to be benefited or by his agent and must state fully and truly the purposes for which the utility services are to be used, the name and address of the person, firm or corporation to be billed for such service, the description of lot and block or tract, name of the street on which property fronts and must agree to the rules and regulations established from time to time as a condition for the use of utility service. Refer to Section 10 for review of owner's financial responsibility.

(b) The application shall constitute a contract on the part of the Village of Magdalena to furnish utility services within the Village limits or when applicable, within the Existing Service Area (ESA) and on the part of the applicant to pay the stipulated rates at the time and in the manner provided for in this ordinance, reserving to the Village of Magdalena the right to enforce and collect rates and penalties in the manner provided for in the utility 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 Magdalena, or the officials or employees thereof: shall not be responsible for any damages by water or otherwise resulting from defective plumbing, broken or faulty service, or condition of the water itself: or any substance that may be mixed with, or be in the water, as delivered to the consumer.

(c) Application for non-standard utility service shall be made with the Village Clerk for the following exceptions to standard utility service:

- (1) Residents living outside of the ESA but requesting trash collection service.
- (2) Requests for multiple trash collection trips.
- (3) Requests for additional or larger trash bins.
- (4) Requests for any non-standard service.

Application Procedure for non-standard utility service: Application must be made with the Village Clerk. If no new construction is required; the Mayor can approve or deny the application. If approved by the Mayor, service can be provided on a temporary basis pending presentation and approval of the application at the next regularly scheduled meeting of the Board of Trustees. All rates and conditions of service provided in this utility ordinance apply unless otherwise specified by mutual agreement and in writing. If the Mayor's decision is confirmed by the Board of Trustees, service continues. If not, service is terminated and a final bill for the term of service is rendered. If construction services are required, no temporary service can be provided and approval must come from the Mayor and the Board of Trustees. All applications and related final actions will be kept on file at Village utility office for future reference.

(d) Each application for utility service supplied to any person, firm or corporation by the Village of Magdalena will require an application fee as set forth in APPENDIX A and a deposit sufficient to cover two months of utility usage. Two months is used because that is the length of time a unit or multiunit can use utility service before being disconnected for non-payment (from the first of one

month until the 25th of the following month). Refer to Section 8 for details. A minimum deposit is set forth in APPENDIX A which is based on average consumption figures for existing customers. That is the amount that will be used for new accounts with no usage history. Meter deposits will be refunded to customers in good standing for five (5) years.

Existing utility customers of the Village of Magdalena utility services will not be required to place additional deposit money with the Village provided their account has a good payment history. A good payment history is defined as an account that has not been issued more than two late payment notices within a two year period and has not been disconnected for non-payment within two years. If an account presents a risk to the Village of Magdalena's Joint Utility System due to bad payment history, then it is subject to additional deposit requirement up to an amount sufficient to cover two months total utility billing based on a twelve month average of that account; but not less than the current minimum stated in APPENDIX A. Any account that has been disconnected for non-payment will be considered to have bad payment history and will be required to meet the current deposit requirement in addition to paying the amount of past due usage for which the account was disconnected.

All utility deposits shall be retained by the Village to be applied against unpaid charges for utility service. Upon payment in full of all charges for utility service and discontinuance of utility service, such deposit or the balance thereof after application to unpaid charges, shall be refunded.

SECTION FIVE - DISCONTINUANCE OF SERVICE.

A. Written request must be submitted to the Village Clerk by the Applicant of Record, his designee, or the designated responsible party on the account to discontinue Village utility service. The written request must state the date service is to be discontinued and the address to send the final bill or refund of deposit. There is no fee for voluntary discontinuance of utility service provided a written request is made.

B. Trash service may be discontinued for customers if unacceptable waste, as defined by Section 18 of this Ordinance is deposited in bins as such waste, particularly infectious waste, places Village employees in harm's way. Improper disposal of such waste may constitute a felony under NMSA 1978, Section 74-9-37(B).

SECTION SIX - VILLAGE OF MAGDALENA RESPONSIBILITIES.

(a) The Village shall be responsible for the installation of a secondary water line from the water main to a stopcock located just within the customer's property line next to the street curb and for installation of a secondary sewer line from the customer's property line to the sewer main, but nothing herein shall obligate the Village to lay any service line for a distance of more than twenty (20) feet. Extensions beyond twenty (20) feet can be made at the expense of the applicant based on the actual cost of the extension beyond twenty (20) feet.

(b) The Village shall be responsible for the maintenance, repair and clearing of all water and sewer mains.

- i) If blockage occurs, the customer will notify the Village immediately. The Village will determine whether the blockage is on the Village's or the customer's side;

- ii) The Village will not be responsible for damage caused or invoices charged by a plumber hired by the customer when the blockage is on the Village's side. The Village will arrange for and approve plumbing when it is determined by Village staff that the blockage is on the Village's side.

(c) The Village shall be responsible for the installation, maintenance, and repair of the meter box and curbside stopcock.

(d) The Village shall be responsible for the installation, maintenance, repair, inspection, calibration for accuracy, and replacement of all water meters, as well as all service lines from the meter to the main.

- i) each customer may request one (1) free Field Test on their meter per year;
- ii) the second Field Test will incur a \$25.00 charge, unless the second test determines that the meter is defective;
- iii) if the customer requests a new meter that has passed Field Test(s), a \$150.00 charge will be incurred for the new meter.

(e) The Village shall be responsible for meeting all federal and state regulatory requirements for the proper maintenance and management of its utility service systems.

(f) Every attempt will be made to notify customers of unusually high usage once it comes to the Village's attention.

(g) The Village shall be responsible for trash collection service as follows:

- (1) Prompt, dependable collection as scheduled each week
- (2) Clean up of employee-caused collection spills
- (3) Routine maintenance, repair, and inventory of trash bins
- (4) Prompt customer notification of and reason for failure to collect trash
- (5) Proper sanitation of recycled trash bins prior to reissuing

SECTION SEVEN - UTILITY CUSTOMER RESPONSIBILITIES.

(a) The customer shall be responsible for the installation, maintenance and repair of all water service lines between the meter and the point of use and for the installation, maintenance and repair of all plumbing fixtures, and shall provide that an emergency valve be placed upon such line between the meter and the customer's premises. For service lines installed prior to enactment of the requirement, if such emergency valve has not been installed, it shall be installed prior to any subsequent reconnection. A one-time credit of ten dollars (\$10) is offered to any customer with existing service prior to enactment of this requirement who voluntarily installs an emergency valve on their water service line in order to comply with this requirement. Verification of the new installation must be made by Village utility personnel.

(b) The customer shall be responsible for the installation, maintenance, repair, and clearing of all

sewer service lines between point of use and up to the sewer main line and for the installation, maintenance and repair of all plumbing fixtures. Each sewer service is required to have a clean-out. For service lines installed prior to enactment of this requirement, if such clean-out has not been installed, it shall be installed prior to any subsequent reconnection. A one-time credit of dollars (\$10) is offered to any customer with existing service prior to enactment of this requirement who voluntarily installs a clean-out on their sewer service line in order to comply with this requirement. Verification of the new installation must be made by Village utility personnel.

(c) The customer shall be responsible to make their Village-provided trash bin accessible for trash collection. All trash bins shall be placed at their designated collection curb site no later than 8:00 am on the day scheduled for trash collection in their area. Customers whose residence is accessible by cross streets may choose the street curb which is most convenient for them, but once designated, no change will be made without written request and approval. The customer shall be responsible for keeping all trash picked up from around the designated trash collection site.

(d) The customer shall be responsible for the care and cleaning of their Village provided trash bin. This includes the periodic washing of the trash bin, placing all trash in sealed trash bags before depositing it in the trash bin to promote cleanliness and prevent possible health hazards, and not depositing any toxic or hazardous waste or any hot or flammable objects in the trash bin. Cardboard items may be placed in the trash bin if torn or folded to fit with the lid closed without being put in a trash bag first. All trash is to be placed inside the Village-provided trash bin for collection, and the bins not to be filled to overflowing. If one trash bin is not sufficient, the customer may request an extra bin or bins for an additional charge as described in APPENDIX A. The Village will not collect any trash not placed in a Village-provided trash bin. Failure to comply with proper care and maintenance of a Village-provided trash bin may result in a written notice from the Village utility office citing the steps necessary to comply' and if no action is taken to correct the noncompliance, charges may be assessed as prescribed in APPENDIX A.

SECTION EIGHT – MONTHLY SERVICE RATES; BILLING; DUE DATE; DELINQUENCY.

Monthly service rates for water, sewer, and trash service are set forth in APPENDIX A. These rates will become effective on the first of the month following the enactment of this joint utility ordinance. Monthly service rates may be reviewed annually, but in no case less than bi-annually on the anniversary date of enactment, to insure that the rates continue to be a reflection of the cost of providing reliable and consistent service. APPENDIX A may be amended without changing any other provision of this joint utility ordinance.

The New Mexico Governmental Gross Receipts Tax and other taxes, if applicable, shall be added to the rates and charges established in APPENDIX A

Bills for water, sewer, and trash service supplied by the Village Joint Utility System shall be sent to account holders on or about the first (1st) day of the month and shall be due upon receipt or the 20th day of the month billed, by 5pm.

Bills not paid in full by the 21st of the month shall be considered delinquent, and a past due penalty as prescribed in APPENDIX A shall be added to the unpaid balance. A notice shall be mailed to the customer citing the delinquent bill and penalty and warning that, if any account remains unpaid fifteen (15) days following the date due and payable, utility service may be shut off. The notice shall

also contain the address and phone number of the Village utility office and the name of the Village Clerk or other employee designated to investigate complaints, resolve disputed billing and negotiate delayed payments, if justified.

No service will be disconnected for non-payment on a Friday or the day preceding a holiday. The utility customer will always have one working day following disconnect to pay the outstanding charges and have service restored.

Utility service shall not be resumed for that customer unless payment has been received of the unpaid balance plus a disconnection for non-payment charge as set forth in APPENDIX A. Other charges may apply such as additional deposit as described in Section 4. There will be no additional charge for reconnection by the same customer of record provided no tampering has occurred.

Any attempt by the disconnected customer to reconnect to Village water service by tampering with the water meter, bypassing the meter or by any other unauthorized means of connection to water service shall be considered theft of service and shall be subject to penalty as prescribed in Section 25. In addition, a disconnect fee for each removal of bypass connection and any actual cost to repair damages to the utility system caused by the tampering must be paid.

Any build-up of trash during the period of disconnection of service shall be billed according to the number of additional trips necessary to collect and remove the trash. If no additional trips are necessary, then no additional charges will be rendered.

The Village may use collection agencies to collect delinquencies, and may report such delinquencies to credit bureaus.

SECTION NINE - ASSISTANCE PROGRAM FOR LOW-INCOME FAMILIES TO PAY FOR UTILITY BILLS.

In order to reduce the financial hardship on low-income persons that this joint utility ordinance may present, the Village of Magdalena would like to implement an Assistance Fund as approved by the state Legislature in 1993 entitled the Low Income Water, Sewer and Solid Waste Service Assistance Act. Revenues for the Assistance Fund would be derived from voluntary surcharges on utility customers' monthly bills, donations, pledge drives, or other community fund-raising events. The number of low-income persons which could be assisted each month and the level of assistance would be dependent upon the amount of balances in the Assistance Fund. A maximum monthly subsidy amount as described in Appendix A would be available to those who qualify. The customer would be responsible for paying charges above the subsidized amount. If the Assistance Fund does not have sufficient balances to pay all of the maximum subsidy, then each eligible customer would only receive a pro-rata share of the subsidy and the customer would be responsible to pay the rest of the monthly utility bill. No free service or reduced charges would be provided by the Village of Magdalena. The only money available for subsidy would be that which was contributed on a volunteer basis from the community. Assistance Program Qualification Policy is defined in APPENDIX B.

SECTION TEN - PRIVACY OF INFORMATION; ACCEPTING PAYMENTS.

No account billing information may be discussed by or with Village personnel outside the Village of Magdalena utility office. All payments are to be made either through the mail to the Village of Magdalena, P.O. Box 145, Magdalena, NM. 87825; in person at the Village of Magdalena utility office during regular office hours; in a designated Drop Box; or, by credit/debit card over the phone.

SECTION ELEVEN - RETURNED CHECKS.

Upon receipt of a returned check, the Village staff will assess a Non-Sufficient Fund (NSF) Fee as prescribed in APPENDIX A and reverse payment credit on the customer account or accounts. The account is then subject to treatment for non-payment as if no payment had been received. Notice will be mailed to the customer of the failure of payment, the NSF fee, the outstanding balance due, and the date the service will be subject to disconnection for non-payment. The disconnection date will be on or around the twenty-fifth (25th) of the month following the due date, but not less than seven (7) days from the date the NSF notice will be mailed. Unless prior request not to do so has been made by the utility customer, the NSF check will be submitted to the Village bank for a second time. If the check is returned a second time, action will proceed as described in the NSF notice that will have already been mailed to the utility customer. If the check is good for payment, no further action will be taken. It is the responsibility of the utility customer to verify that the Village has received payment before the disconnect date stated in the NSF notice.

SECTION TWELVE - PAYMENT ARRANGEMENTS.

No more often than once in a two-year period, Payment Arrangements (PA) may be made on an outstanding account balance. The request for PA must be made with the Village Clerk who can approve PA on up to 50% of an outstanding account balance under \$1,000.00. PA on over 50% of the outstanding account balance under \$1,000.00 must be approved by the Mayor or his designee. If the amount owed is \$1,000.00 or more, PA must be made by the Board of Trustees. A PA can not reduce any portion of the outstanding balance, including returned check fees, disconnection fees, account deposits, or any other account charges. The Village Clerk can extend the outstanding account balance for a period of up to three months. Any period of time beyond three months must be approved by the Mayor or his designee. Payment arrangements made on the outstanding balance will be due with the next billing of monthly service charges, but will not extend the due date of the monthly service charges not included in the payment arrangement.

Example:

Outstanding balance due 1-20-95	\$60.00
Pay 50% prior to 1-20-95	<u>-30.00</u>
PA on balance of	\$30.00 for three payments of \$10.00 each

Monthly service charges due 2-20-95	\$20.00
1st payment on PA	<u>10.00</u>
Payment due prior to 2-20-95	\$30.00

Balance due on PA is \$20.00

Repeat for bills due on 3-20-95 and 4-20-95.

In the above example, if payment of at least \$30.00 is not received by 2-20-95, a disconnect notice will be mailed citing a disconnect date of 2-25-95. If the account has to be disconnected for non-payment of the monthly service charge plus the amount due on the P A, then the entire account balance becomes due prior to reconnection. The PA is voided.

The Payment Arrangement must be in writing and signed by the utility customer and the Village Clerk or other designated Village employee. If approval by the Mayor was required, then the Mayor's signature will also be required.

SECTION THIRTEEN - INOPERATIVE METER.

In the event that the water meter is found to be inoperative, the next billing shall be based on usage registered as of the stoppage or upon the average monthly usage reading for that account for the prior twelve months, whichever is greater. In the event that the Village is unable to repair or replace the meter before the next monthly reading, billing for the subsequent month shall be based on the average usage reading for that account for the prior twelve months.

SECTION FOURTEEN - VILLAGE AUTHORITY TO RESTRICT WATER USE.

The Village Mayor or his designee reserves the right, in case of drought, lack of rainfall or other emergency, to forbid the use of water for irrigation, sprinkling or for any other use not necessary for the preservation of life; and the Village Council, in its discretion, may at any time, make such order by giving public notice within the Village. Any person, firm or corporation violating such order shall be subject to a first-offense charge as set forth in APPENDIX A, and double the first offense charge for each subsequent offense; and the water shall be turned off, and the same shall not be turned on again until all such charges and any unpaid balances are paid in full.

SECTION FIFTEEN - INDIVIDUAL UTILITY SERVICES.

Except as provided in Section 17, utility service is provided only for the owner's single-family residential unit, and no connection will be made to provide utility service to any building or structure other than the owner's single-family residential unit and related accessory structures. Each unit served shall be under separate ownership or control of the customer and shall be located on a separately owned tract of land unless otherwise authorized by the Village of Magdalena pursuant to exceptions in Section 17. All fees and/or charges for the initiation of utility services shall be paid by the person owning such unit(s) to be served before such service begins.

SECTION SIXTEEN - EXCEPTION TO REQUIREMENT OF INDIVIDUAL UTILITY SERVICES.

(a) Multiunit residential and multiunit general service units which are under a single ownership may

be furnished utility service from the Village through one (1) master water meter or sewer tap at the rates specified for multiunit.

(b) The Village Mayor may also, subject to review by the Village Council, upon determination that unnecessary expense and undue burden or other unreasonable difficulty would be caused by the requirement set forth in Section 16 that a single meter be required for each residential or general service unit, permit and direct that utility service be provided through one (1) or more water meters or sewer tap of adequate size installed by the Village and paid for by the user as provided in Section 16 to serve two (2) or more units.

(c) The Village of Magdalena may enter into separate contracts, notwithstanding Section 3 pertaining to nonseparable charges, and provide water service to separate meters for sprinkling and lawn watering if the customer can demonstrate that the installation of a separate meter will provide an equitable sewer service charge to such customer. Sprinkling meters shall be subject to periodic inspection by the Village.

(d) The Village Mayor may authorize utility service to separate water meters or sewer taps installed within mobile home parks as an exception to Section 16.

SECTION SEVENTEEN - TRASH & REFUSE COLLECTION AND DISPOSAL.

(a) Acceptable Trash. The Village of Magdalena shall pick up and dispose of any and all normal household trash which is properly placed in a sealed trash bag and placed in trash bins. Acceptable trash is defined in APPENDIX B.

(b) Unacceptable Trash. The Village of Magdalena will not pick up and dispose of any unacceptable trash such as old car bodies, hazardous waste, or infectious waste. Unacceptable trash is defined in APPENDIX B. For instructions on the proper disposal of these items, call the Village utility office.

(c) Disposal of Ashes. Ashes can be taken to the Transfer Station during normal business hours free of charge.

(d) Village-provided Trash Bins. Trash bins will be numbered and the numbers recorded for inventory purposes. Each customer shall be required to sign for their bins and thereby accept responsibility for said bin. (Customer responsibility does not include normal maintenance- See Section 7 on Responsibilities). If, during the course of normal wear & tear and between regular scheduled collections, a customer notices a faulty bin (bad wheels, handles, lid fastener, etc.) and wishes it replaced, the customer may call the Village utility office and request a replacement bin. A \$30.00 replacement charge will be owed for each replacement bin. The customer shall again be required to sign for the issue of the new bin. The defective bin shall then be replaced, as soon as is practical, with a bin of good working order.

(e) Transfer Station. The Transfer Station shall have operating hours as determined by the Village Council at which time the Village of Magdalena Joint Utility System customers may take items not suitable for curbside collection, but which the Transfer Station will accept. Such items are defined in APPENDIX B. For specific details, contact the Village utility office.

SECTION EIGHTEEN - INITIAL CONNECTION CHARGES - (TAP FEE).

In addition to meeting the utility service application and deposit requirements listed in Section 4, if new construction is required then the following will apply.

(a) Each applicant for water service connection shall pay a connection charge to cover indirect costs for tapping the water main, laying a secondary distribution line from the water main to a point just outside the applicant's property adjacent to the street curb and for the installation of the meter box, water meter and curbside stopcock.

(b) Each applicant for sewer service connection shall pay a connection charge to cover indirect costs for tapping into the sewer main.

(c) The Village of Magdalena shall not be held responsible to provide utility service that will require line extensions of more than twenty (20) feet from existing main lines or connections at a higher elevation than the elevation of existing storage facilities. Extensions that exceed the preceding description may be negotiated in the same manner as the application procedure for non-standard utility service described in Section 4.

SECTION NINETEEN - RATES AND CONDITIONS OF SERVICE: UTILITY SERVICE TO SINGLE-FAMILY RESIDENTIAL UNITS LOCATED OUTSIDE THE VILLAGE OF MAGDALENA.

(a) *Service to single-family residential units located within the Existing Service Area (ESA).* The Village Mayor or his designee may enter into agreements to provide utility service to single-family residential units located outside of the Village limits but within the ESA. Such agreements shall be in writing and in such form as may be approved by the Village Attorney, and, unless otherwise directed by the Village Council, shall, among other things, require the owner of the property to be served to agree as conditions to the receipt of such utility service:

(1) To pay customer and capacity charges and volume charges at one hundred fifty (150) percent of the rate for single-family residential units within the Village limits (provision to apply even if the water meter or sewer tap is located within the Village limits but the use of the utility service occurs outside of the Village limits);

(2) That the property to be served shall be subject to a lien for payment of charges for any and all municipal services provided by the Village to the property;

(3) To the annexation of the property to be served by the Village of Magdalena at such time as the Village government may determine that the growth and expansion of the Village requires such annexation;

(4) To comply with all applicable ordinances, rules and regulations of the Village of Magdalena, including the provisions of this ordinance, pertaining to the providing of joint utility service;

(5) To furnish a bond or other security in such form as the Village may require to guarantee payment for utility services;

(6) To comply with all federal, state, county, or local land use regulations that may be applicable to the premises, including those of the Village of Magdalena;

(7) To pay in advance for any line extension required to serve the property pursuant to the rules and regulations of the Village of Magdalena and Section 19 of this joint utility ordinance;

(8) To provide any and all easements (which shall be dedicated to the Village of Magdalena and be in such form as the Village may require) as may be necessary to provide utility service to the property to be served;

(9) That all lines, meters, and other facilities required to serve the premises shall meet or exceed village standards and specifications and shall be subject to Village installation and inspection procedures;

(10) That there shall be no obligation on the part of the Village to provide fire protection or other village services to the property to be served;

(11) That the user and owner of the property to be served shall be subject to the provisions of the Utility Ordinance which pertain to conservation and curtailment of water service in the event of drought, lack of rainfall or other emergency;

(12) That utility service is provided only for the owner's single-family residential unit and that no connection will be made to provide utility service to any building or structure other than the owner's single-family residential unit and related accessory structures;

(13) That failure of the utility user, or of the owner of the property to be served, to abide by the rules and regulations of the Village of Magdalena shall be cause for termination of utility service to the property;

(14) That the foregoing provisions shall be incorporated into the agreement as covenants which shall attach to and run with the land to be served.

(b) *Service to single-family residential units located outside of the ESA.* The Village Mayor or his designee may enter into agreements to provide utility service to single-family residential units located outside of the Village limits and outside the ESA only if a variance has been granted for such utility service by the Zoning Commission. Any such agreement shall be in writing, shall be approved by the Village Attorney, shall include all restrictions or conditions imposed by the Zoning Commission or the Village Council, shall require the owner of the property to be served, among other things, to agree to all of the conditions set forth in subsection (a) above, and further require the owner of the property to be served to agree:

(1) That there may not be adequate water pressure available to serve the premises and owner must therefore, at owner's expense, provide supplemental pumping, pressure and water storage facilities to be located on owner's premises;

(2) That the supply of water available to serve the premises may be severely limited or interrupted

from time to time;

(3) That, in the event of water shortage or emergency, water users within the Village ESA shall be first served and that utility service available for the owner in such case may be severely limited or restricted;

(4) That the foregoing provisions shall be incorporated into the agreement as covenants which shall attach to and run with the land to be served.

SECTION TWENTY - EXTENSION OF UTILITY SERVICE OUTSIDE OF EXISTING SERVICE AREA (ESA).

(a) New utility service outside of the ESA shall be restricted to those zones for which current facilities are adequate to serve the additional demand, except in those instances where the Village shall determine that extraordinary circumstances exist and that the extension of municipal utility service beyond the boundaries of the ESA is in the best interests of the citizens of Magdalena.

(b) The boundaries of the ESA shall be reviewed periodically, and amended if necessary, to assure that ample amounts of serviceable land remain available for development;

(c) Future expansion by the Village within the boundaries of the ESA which is aimed at serving new areas or improving service to areas already serviced, shall be allowed only after finding that a need for the expansion exists and, in the case of new service, after the cost of providing new service, is weighed against revenues to be derived from new customers;

(d) Future annexation action by the Village shall be taken only after due consideration is given to the constraints of the water delivery system, sewer system, and trash collection service, in order to avoid annexing territory which lies beyond the boundaries of the ESA;

(e) The Village, in the reasonable exercise of its discretion, may grant a variance to the policy set forth in this section any may authorize utility service to single-family residential units beyond the ESA boundaries if the owner of the property to be served shall enter into a written agreement as required by Section 20 of the utility ordinance subject to the following restrictions:

(1) A variance shall not be granted for water service if the elevation of the property to be served is greater than the elevation of the Village water tank which serves the area;

(2) A variance shall not be granted if the distance from the premises to be served to a Village water or sewer line is greater than six hundred (600) feet;

(3) Customer-provided transmission lines outside of Village limits become Village property.

(f) The Village, in the granting of a variance pursuant to subsection (e) above, shall take the following factors, among others, into consideration:

(1) The proximity of the premises to be served to the Village limits;

- (2) Benefits which may result to the Village, such as increased revenues, better water circulation, and the like;
- (3) The ability of the Village to otherwise satisfy utility service requirements of other residents in the areas;
- (4) Water pressure available and water pressure problems which may be encountered if the variance is granted;
- (5) Sewage disposal capacity of existing system and whether such waste, refuse, or sewage proposed contains ingredients, chemicals or other matter which will not permit the proper, efficient, successful and continuous operation and functioning of the Village sewage disposal works in a continuous and efficient manner;
- (6) The impact upon other residents in the area to be served;
- (7) The density of development in the area for which service has been requested and the probability of future development in the area.

SECTION TWENTY-ONE - EXCEPTIONS TO RATES; LARGE USERS.

(a) Notwithstanding any other provision of this chapter, the Mayor, subject to the approval of the Village Council, may negotiate and establish separate utility rates and reasonable rate classifications for utility user associations i.e.: subdivisions, whose members are not individually metered by the Village and large commercial utility users.

(b) All such contracts shall be in writing, and all such contracts (except those entered into with other municipalities) which provide for utility usage outside of the Magdalena Village limits shall, among other things, unless for good cause waived by the Village Council, require that the utility user shall;

(1) Abide by all terms and conditions of any applicable Village ordinance, rule, or regulation which pertains to the providing of utility service;

(2) Require that a large commercial or other large user, whether within or outside the Established Service Area, reasonably expected to utilize 75 thousand gallons or more per billing period or month shall provide bond or security to guarantee payment of utility service;

(a) Require that the large commercial or other large user, whether within or outside the ESA, shall provide the Village a projection of the impact of their water and/or sewer usage over a ten year period, on water supplies utilized by the Village. Such projections shall be provided to the Village at the time the potential user makes application for water service. Cost of such projection shall be borne by the applicant.

(3) Unless specifically otherwise authorized by the Village Council, pay by cash in advance and prior to installation all costs and expenses which the Village may incur to provide utility service to the point of delivery, including, but not necessarily limited to: the cost and expense of utility lines, extensions, meters, meter back-flow preventer, engineering, licenses, permits, fees, legal expenses

and the cost and expense of obtaining easements and rights-of-way;

(4) Pay for any cost-of-service study which may be required to determine the cost at which utility service should be provided to the utility user;

(5) Comply with all federal, state, county or village land subdivision rules and regulations which are now or which hereafter maybe made applicable to properties to be served under the agreement, and require any person who receives utility service through the utility user's association, and the owner of any property who is to be served through the utility user, to comply with such rules and regulations;

(6) Agree that all utility lines and facilities shall be installed in publicly dedicated streets, or within rights of way or easements which are or will be assigned easily and readily to the Village of Magdalena without cost to the Village upon annexation to the Village of the property to be served;

(8) Agree that all utility lines and facilities which may be installed by the user beyond the Village water meter or sewer tap, including, but not necessarily limited to, pipes, lines, equipment, regulators, meters, meter cans and stubs, shall meet or exceed the standards established by the Village for such installation at the time of installation and shall be installed and maintained pursuant to Village inspection procedures;

(9) Agree that all lines and facilities shall be certified and properly installed by a licensed and qualified contractor and that all installation shall be inspected by a qualified inspector or engineer acceptable to the Village of Magdalena;

(10) Agree that, as a condition of receiving service, that each customer of the large user or utility users association shall provide to the village a written agreement in such form as the village may require, signed by the owner of the parcel of land which is to receive utility service which shall constitute a covenant which will attach to and run with such land, and which shall be binding upon such owner, and the heirs, personal representatives, successors and assigns of such owner, wherein the owner of the property to receive utility service shall agree to the annexation of the property so served to the Village of Magdalena at such time as the Village Council of the Village of Magdalena may determine that the growth and expansion of the Village of Magdalena requires such annexation;

(11) Agree that the Village of Magdalena will not be obligated to provide fire protection or other municipal service to the users or to persons who reside outside of the village limits of the Village of Magdalena;

(12) Agree to be fully responsible for pumping and delivery of utility service beyond the water meter or sewer tap and that Village of Magdalena will not be obligated to provide more water or water pressure greater than that which is specified in any agreement between the Village and the large utility user or treat any sewerage that could damage or present possible interference with the proper sewerage process such as, but not limited to, dyes, plants, blood, oil, feathers, or product waste solids;

(13) Agree to, periodically at such times mid in such form as may be requested by the Village, provide the Village with a list of all utility users served through the large utility user or utility users association, identified by customer name, address, and phone number, the large users meter number,

description of the property to be served, and such other information as the village may require;

(14) Agree that the large utility user, utility user's association, or other entity receiving utility service, shall, in case of drought, water shortage, or other emergency, be subject to the same curtailment or restriction upon use of water as are other persons and entities who receive water from the water system of the Village of Magdalena.

SECTION TWENTY-TWO - ILLEGAL CONNECTION OR EXCAVATION: PENALTY.

It is unlawful for any person, other than an authorized Village employee, to:

- (a) make connection with Village water mains or sewer mains;
- (b) tap a Village water main or sewer main or secondary line between the water main and the water curb cock or between the sewer main and customer property line;
- (c) excavate or lay pipe in or upon any Village street or Village property;
- (d) turn water on or off at the Village curb cock or at the water meter; or
- (e) connect, disconnect, recalibrate, bypass, impede or tamper with a Village water meter.

Any person convicted in Magdalena Municipal Court of violating this section shall be punished as prescribe in Section 25 of this Ordinance.

SECTION TWENTY-THREE - DAMAGING OR INTERFERING WITH VILLAGE-OWNED EQUIPMENT PROHIBITED.

(a) Water System

(1) Seals placed upon meters, boxes, doors or any other appurtenances or equipment of the utility department must not be removed by persons unauthorized to do so.

(2) It shall be unlawful for any persons to open, close, turn, interfere with, or to attach to or connect with any fire hydrant, stop valve, or stopcock belonging to the Village water system, or to damage any machinery, pipe, tools, valve, manhole, stopcock, meter or meter box, connected with the said water system, any object, material, debris, or structure of any kind so as to prevent free access to the same at all times, or to deface or disturb, or tie horses or other animals to fire hydrants, or injure any building, structure, or to trespass upon the tank, tank site or other corporate property of the Village water system.

(b) Sewer System

(1) Commercial or industrial waste, refuse, or sewage disposal.

No person shall be permitted to discharge commercial or industrial waste, refuse, or sewage into the public sewer system of the Village without first obtaining a permit from the Village; and the Mayor,

before giving his approval, shall ascertain whether or not such connections will be detrimental to the sewer system. No commercial or industrial waste, refuse, or sewage shall be discharged into the public, sewer system until the duly qualified representative or agent of the Village of Magdalena has determined beyond reasonable doubt that such waste, refuse, or sewage do not contain ingredients chemicals or other matter of such a nature that will not permit the proper, efficient, successful and continuous operation and functioning of the sewage disposal works in a continuous and efficient manner.

(2) Depositing Prohibited Material; Tampering with Connections; Creating a Nuisance.

Any persons who deposit or throw into any sewer line, manhole, or drain or inlet any straw, shavings, ashes, rocks, stones, bricks, dead animals, or any kind of rubbish or substance which shall or may cause the drain or sewer line to be choked up or stopped, or

Who shall willfully tamper with the connections leading to the main lateral of the sewer system, or shall shut off any connection properly made, or shall reopen any connections which have been discontinued by the proper authorities, or

Who shall discharge waste water from sink, tub, bathtub, shower, washing machine, or dishwasher onto the ground instead of the sewer system, except gray water systems meeting EP A standards and that do not create a public nuisance, shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as prescribed Section 25 of this Ordinance, and in addition shall be liable for all costs for repairing the damage to the sewer system caused by such act.

(c) Trash Receptacles - It shall be unlawful for any person(s) to vandalize any Village owned trash receptacle. Such vandalism may include but will not be limited to defacing, breaking or attempting to break any part of said receptacle. Damages will be assessed based on current market value of replacement part or parts.

(d) Fire Hydrants

(1) Fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the water and fire departments or for such purposes as may be specifically designated by the water department and then only by a duly authorized agent of the department.

(2) To ensure the safety and efficiency of the fire protection, any person authorized to open the same, for any purpose, will be required to use only an approved spanner wrench, and to replace the caps on the outlets when the same are not in use.

(3) Any person, firm or individual violating the provisions of this subsection 24 subsection shall be deemed guilty of a misdemeanor and upon conviction shall be punished by a fine as set forth in Section 25.

SECTION TWENTY-FOUR - PENALTY.

Any person convicted of a violation of this Ordinance shall be punished by a fine of not more than three hundred dollars (\$300.00) or by imprisonment not to exceed four (4) days, or both fine and imprisonment.

APPENDIX A

FEES AND CHARGES	AS OF APRIL 2021	RATE CODE
METER DEPOSIT (RESIDENTIAL)	\$125.00	METER
METER DEPOSIT (COMMERCIAL)	\$250.00	METER
GARBAGE DEPOSIT (GARBAGE CUSTOMERS ONLY)	\$50.00	
DISCONNECTION FEE	\$25.00	DRF
RECONNECT FEE	\$25.00	DRF
NON-SUFFICIENT FUND (NSF) FEE	\$30.00	NSF
PAST DUE PENALTY	\$10.00	PDP
WATER TAP FEE	\$900.00	WTAP
SEWER TAP FEE	\$1,000.00	STAP
TRASH BIN REPLACEMENT FEE	\$30.00	
WATER METER FIELD TEST FEE	\$25.00	
WATER METER REPLACEMENT FEE	\$150.00	

**RATES WITHIN VILLAGE LIMITS - WATER, ALL
CUSTOMERS**

METER SIZE (INCHES)

3/4 OR 5/8 (FIRST 1999 GALLONS)	\$26.00	WA
1 (FIRST 1999 GALLONS)	\$28.50	NONE
1.5 (FIRST 1999 GALLONS)	\$31.04	WA1.5
2 (FIRST 1999 GALLONS)	\$35.86	W2"
3 (FIRST 1999 GALLONS)	\$40.79	W3"
4 (FIRST 1999 GALLONS)	\$50.60	W4"
6 (FIRST 1999 GALLONS)	\$60.46	NONE
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$3.64	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$5.14	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	\$6.50	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	\$8.58	
EACH 1,000 GALLONS THEREAFTER (EXCLUDING SCHOOL)	\$11.38	
HYDRANT RATE	\$24.00	HYD
SPRINKLER RATE: FIRST 2,000 GALLONS	\$24.00	WSPR

SPRINKLER RATE: EACH 1,000 GALLONS THEREAFTER	\$10.56	WSPR
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RATES OUTSIDE VILLAGE LIMITS

NOTE: RATES ARE 125% OF RATES WITHIN VILLAGE LIMITS

METER SIZE (INCHES)

3/4 OR 5/8 (FIRST 1999 GALLONS)	\$32.51	WA
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$4.55	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$6.43	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	\$8.13	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	\$10.73	
EACH 1,000 GALLONS THEREAFTER	\$14.23	

SEWER - ALL CUSTOMERS RESIDENTIAL

WINTER RATES: SEPTEMBER THRU APRIL

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	\$17.25	SWIN
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$1.95	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$2.28	
EACH 1,000 GALLONS THEREAFTER	\$2.47	

SEWER - ALL CUSTOMERS RESIDENTIAL

SUMMER RATES: MAY THRU AUGUST

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	\$17.25	SSUM
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$1.30	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$1.63	
EACH 1,000 GALLONS THEREAFTER	\$1.69	

TRASH

**SENIOR RATE: (TO QUALIFY ALL RESIDENTS OF THE HOUSEHOLD
MUST BE 65 YEARS OF AGE OR OVER)**

ONE (1) BIN	\$18.25	GBSN
RESIDENTIAL RATE- IN VILLAGE LIMITS		
ONE (1) BIN/PER MONTH	\$23.90	GBRE
EACH ADDITIONAL BIN/PER MONTH	\$20.70	GBRE
RESIDENTIAL RATE - OUTSIDE VILLAGE LIMITS		
ONE (1) BIN/PER MONTH	\$35.85	GORE
EACH ADDITIONAL BIN/PER MONTH	\$23.90	GORE
BUSINESS/COMMERCIAL RATE (ONE PICK-UP PER WEEK)		
ONE (1) BIN/PER MONTH	\$26.65	GBC2
TWO (2) BINS/PER MONTH	\$34.70	GBC2
EACH ADDITIONAL BIN/PER MONTH	\$22.85	GBC+
BUSINESS/COMMERCIAL RATE (TWO PICK-UPS PER WEEK)		
ONE (1) BIN/PER MONTH	\$31.55	GC2P
TWO (2) BINS/PER MONTH	\$45.60	GC2P
EACH ADDITIONAL BIN/PER MONTH	\$23.90	GC2+
GOVERNMENT/SCHOOLS (TWO PICK-UPS PER WEEK)		
TEN (10) BINS/PER MONTH	\$267.00	GBGS
EACH ADDITIONAL BIN/PER MONTH	\$23.90	GBGS

**ALL WATER/SEWER/TRASH RATES WILL BE ANNUALLY REVIEWED
AND RAISED IF AN INCREASE IS NECESSARY**

ORDINANCE NO. 1995-1
VILLAGE OF MAGDALENA

APPENDIX B

DEFINITIONS:

EXISTING SERVICE AREA (ESA)

Water - The ESA for water service covers approximately 1 and 1/2 sections of land (approximately 1,000 acres). Specifically, the area includes the S 1/2 Section 22, N 1/2 Section 27, W 1/2 NW 1/4 Section 26, NW 1/4 NW 1/4 SW 1/4 Section 26, all T2S, R4W. An additional corridor which extends approximately one and one half miles east along Highway 60 is in Section 23, T2S, R4W. The majority of the residents are in the S 1/2 Section 22 and the N 1/2 Section 27. A map of the service area is shown in APPENDIX C.

The ground elevation within the present service area ranges from a high of approximately 6730 at the base of the 200,000 storage tank south of the Village to a low of approximately 6410 at the Trujillo well. The users east of the Trujillo well are at a ground elevation of approximately 6370. ESA does not extend to an elevation higher than the base of the 200,000 storage tank south of the Village.

Sewer - The ESA for sewer service is located throughout most of the developed areas of Magdalena, which covers approximately 1 and 1/2 sections (1,000 acres) of land.

Specifically, the service area includes parts or all of the S 1/2 Section 22, the N 1/2 Section 27, the W 1/2 NW 1/4 Section 26, the NW 1/4 NW 1/4 SW 1/4 Section 26, all in Township 2 South, Range 4 West.

Trash - The proposed service area for solid waste "collection will be the Village of Magdalena limits provided the truck can safely reach the collection point. The feasibility of collection will be determined by the Public Works Director.

TRASH & REFUSE COLLECTION AND DISPOSAL

Acceptable Trash - Any trash generated from normal household activities which is placed in a plastic bag for sanitary purposes and is not listed under the description of unacceptable trash is acceptable. Cardboard does not have to be bagged in plastic to be placed in a Village of Magdalena provided trash bin.

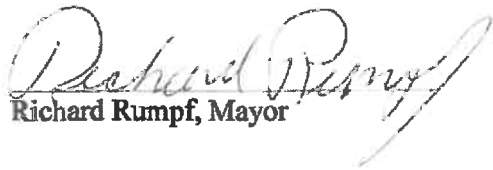
Unacceptable Trash - Trash should not exceed weight limit of particular container: 200 pounds for a 90 gallon container and 150 pounds for a 60 gallon container. No tires, batteries, corrosive or flammable items, toxic, medical or hazardous waste (including hypodermic needles), or building materials will be accepted in the trash bins. For information on the disposal of unacceptable trash,

call the Village utility office.

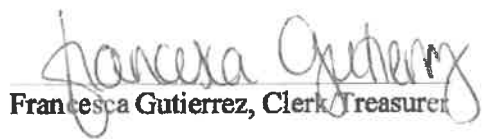
Note: Acceptable and unacceptable trash definitions could change at any time due to mandates imposed on the Village of Magdalena. For the latest information, please contact the Village utility office.

PASSED, APPROVED & ADOPTED by the Village of Magdalena, Board of Trustees on this 22nd day of March, 2021

Approved:


Richard Rumpf, Mayor

Attest:


Francesca Gutierrez, Clerk/Treasurer



VILLAGE OF MAGDALENA

HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS

For the Fiscal Year of:		3 Year Average	5 Year Average	Historical Average													
Fund 01 - WATER FUND																	
Revenues																	
Dept 00																	
41920 SALES-FIXED ASSETS					500	500	1,259										
41925 SALES-OTHER					#DIV/0!	#DIV/0!	525										
41930 MISCELLANEOUS INCOME					1,188	2,173	2,173	1,188.35									
41835 REIMBURSEMENTS & REFUNDS					6,699	6,699	3,134										
42600 GRANTS - STATE					#DIV/0!	#DIV/0!	50,000										
46000 UTILITY SERVICE-WATER					202,540	202,878	189,214	219,749.61	182,372.67	205,497.16	199,741.86	207,020.53	208,053.92	227,307.11	188,760.13	158,488.52	
46001 UTILITY SERVICE-WATER TAP FEE					3,550	2,450	1,795	2,700.00	4,400.00		1,800.00	900.00	1,800.00	1,200.00	2,750.00	600.00	
46004 UTILITY SERVICE-PENALTIES					6,444	9,223	8,734	8,623.72	(3,461.52)	14,169.75	14,540.00	12,242.14	11,820.00	7,458.96	9,826.35	11,246.99	
46007 UTILITY SERVICE-NIF CHECK FEES					33	32	41	41.08	25.00		30.00	30.00	30.00	30.00	113.80	15.00	
46008 UTILITY SERVICE-RECONNECT FEE					25	25	583	25.00							1,086.66	836.89	
46009 WATER METER FIELD TEST FEE					#DIV/0!	#DIV/0!	400				90.00	90.00			400.00	510.00	
46010 WATER METER REPLACEMENT FEE					80	80	417								650.00		
Dept 00					216,409	217,118	211,376	232,327.76	196,633.29	220,266.91	216,081.86	220,282.67	223,816.14	244,330.16	202,077.42	172,333.17	233,493.54
Revenues					216,409	217,118	211,376	232,327.76	196,633.29	220,266.91	216,081.86	220,282.67	223,816.14	244,330.16	202,077.42	172,333.17	233,493.54
Expenditures																	
Dept 00																	
50200 FULL TIME EMPLOYEE WAGES					69,154	65,059	62,543	71,795.00	73,790.86	61,874.73	59,920.00	57,913.03	51,277.98	60,829.13	80,050.53	69,981.88	51,791.71
50300 PART TIME EMPLOYEE WAGES					#DIV/0!	#DIV/0!	10,719								2,698.53	13,255.83	16,203.14
50400 TEMPORARY EMPLOYEE WAGES					#DIV/0!	#DIV/0!	6,798								12,002.80	1,593.63	
50500 OVERTIME WAGES					16,973	10,369	5,668	10,132.80	31,225.18	9,561.51	731.07	192.63	368.88	910.66	2,725.85	2,635.39	85.02
51010 FICA MEDICARE					1,249	1,084	1,047	1,188.07	1,522.74	1,035.61	879.31	842.51	741.27	899.77	1,200.39	1,266.16	987.32
51020 FICA REGULAR					5,340	4,676	4,475	5,079.56	6,570.91	4,428.03	3,760.35	3,602.55	3,025.59	3,991.82	5,413.75	5,132.07	4,221.55
51030 GROUP HEALTHCARE INSURANCE					16,760	14,247	12,188	16,281.88	18,780.01	13,218.17	11,457.73	9,933.77	9,024.28	14,587.71	12,794.22	10,322.22	2,912.88
51050 PERA RETIREMENT CONTRIBUTIONS					6,883	5,941	5,264	7,223.03	7,721.73	5,702.95	4,718.55	4,340.37	3,832.24	4,598.23	5,821.69	5,485.79	4,303.93
51061 PENSION EXPENSE-PERA YE					#DIV/0!	#DIV/0!	0						(4,988.00)	4,088.00			
51070 UNEMPLOYMENT COMP INSURANCE					227	203	496	192.79	286.28	202.51	167.14	167.07	153.43	295.89	485.08	3,388.49	251.13
51080 WORKERS COMP FEE ASSESSMENT					19	18	20	17.80	20.86	18.54	15.27	14.36	15.16	14.36	23.13	27.41	22.31
51090 WORKERS COMP INSURANCE PREM					282	672	1,502	225.91	310.99	309.79	1,450.36	1,061.69	970.02	3,040.59	3,674.94	1,455.05	1,564.99
52010 ADVERTISING & PROMOTION					#DIV/0!	#DIV/0!	114						187.90	593.18			
52020 BANK & CREDIT CARD FEES					9,140	8,741	5,895	10,260.82	6,680.28	8,478.16	8,081.30	8,205.67	7,079.77	5,646.74	4,055.71	3,478.17	3,275.74
52030 BOOKS, PERIODICALS & SOFTWARE					817	772	786	455.89	1,248.99	745.64	717.60	688.80	1,719.10	727.76	1,075.67	537.86	538.92
52050 DUES, SUBSCRIPT & MEMBERSHIPS					670	564	625	926.76	957.50	126.36	413.78	398.00	409.99	283.84	910.14	457.29	707.29
52080 EMPLOYEE TRAINING					1,578	1,277	1,281	887.07	2,118.08	1,748.55	915.00	735.00	681.50	1,613.00	1,605.00	520.00	2,011.57
52090 LIABILITY & PROPERTY INSURANCE					4,257	4,197	4,580	4,343.60	5,773.50	2,653.59	4,505.14	3,708.85	3,951.17	7,153.89	7,193.20	4,114.95	3,191.88
52090 EMPLOYEE TRAVEL					6,068	4,133	2,774	3,195.89	13,976.24	1,331.27	1,741.51	719.73	758.78	2,904.83	2,998.00	1,415.00	1,573.52
52100 POSTAGE AND MAIL SERVICES					824	1,137	1,071	1,226.85	1,107.25	137.14	1,932.78	1,283.11	608.36	982.88	1,181.99	1,131.00	882.81
52110 PRINTING AND PUBLISHING					158	115	148	176.12	140.13		29.34		28.78		39.63	333.23	321.46
53010 BAD DEBT EXPENSE					(1,339)	3,249	1,726	(6,941.92)		5,864.00	12,825.00		(1,118.66)	(0.34)			
53040 DEPRECIATION EXPENSE					#DIV/0!	#DIV/0!	31,278								31,278.00		
53045 FEES & PERMITS					1,510	1,367	1,156	1,061.60	1,371.37	2,097.06	1,165.05	1,142.16	1,157.23	1,248.88	1,288.05	1,039.70	843.91
53050 FUEL-GASOLINE AND DIESEL					11,121	10,314	6,573	8,714.24	12,432.18	12,216.24	11,297.09	6,910.28	4,256.11	4,960.11	5,963.73	4,170.27	2,551.53
53090 SUPPLIES-BUILDING & STRUCTURES					1,234	1,234	525	1,234.40						9.76	774.37	877.30	184.10
53090 SUPPLIES-EQUIPMENT & MACHINERY					20,164	12,183	8,428	16,415.67	29,804.33	34,012.62	23,863.04	7,844.06	7,305.78	4,034.12	4,988.56	6,408.46	2,524.98
53100 SUPPLIES-GROUNDS & ROADS					3,189	3,189	1,747	6,613.18	2,750.53	603.53	1,583.97	6,816.71	1,117.85	7,057.92	8,453.21	12,564.73	6,058.47
53110 SUPPLIES-OFFICE SUPPLIES					339	366	1,014	128.60	817.57	72.67	450.00	384.44	644.90	305.09	989.25	2,584.87	434.06
53120 SUPPLIES-OTHER					26,744	22,388	13,123	16,115.67	29,804.33	34,012.62	23,863.04	7,844.06	7,305.78	4,034.12	4,988.56	6,408.46	2,524.98
53130 SUPPLIES-SAFETY EQUIPMENT					884	570	492	568.91	1,159.51	110.44	440.54						
53140 SUPPLIES-UNIFORM & LINEN					1,858	1,843	1,295	2,014.46	1,803.15	1,755.37	2,008.31	1,635.98	818.65	607.17	1,422.30	1,598.47	640.22
53150 SUPPLIES-VEHICLES					1,395	1,167	1,295	2,319.74	1,586.13	298.57	481.85	698.63	698.63	884.65	884.65	1,488.08	182.56
53160 TELEPHONE, CELL AND INTERNET					1,503	1,847	1,877	1,380.56	1,523.74	1,996.40	1,828.54	1,895.32	1,850.44	2,271.97	2,482.88	1,488.08	1,597.53
53170 UTILITIES-ELECTRIC AND PROPANE					20,948	19,617	18,908	20,842.84	21,132.79	20,720.80	16,310.81	16,336.61	18,570.49	19,248.05	19,155.52	18,886.32	18,406.49
55010 REPAIR & MAINT-BUILD & STRUCT					574	417	557	328.77	1,371.31	21.57	333.41	30.57				1,763.09	50.69
55020 REPAIR & MAINT-EQUIP & MACH					1,059	1,223	2,246	1,791.23	1,061.56	324.03	581.90	2,357.58	7,825.97	2,155.79	201.35	1,267.50	2,393.98
55040 REPAIR & MAINT-OTHER					6,354	4,109	2,509	532.68	14,841.28	3,687.25	2,960.74	25.25	30.00	659.55		704.82	719.87
55050 REPAIR & MAINT-VEHICLES					4,304	3,469	2,660	7,143.65	4,097.44	1,670.80	1,981.08	2,452.68	1,726.87	1,568.87	2,990.10	2,498.73	1,473.26

VILLAGE OF MAGDALENA

HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS

For the Fiscal Year of:	3 Year Average	5 Year Average	Historical Average	FY2025-2026 YTD Actuals	FY2024-2025 YTD Actuals	FY2023-2024 YTD Actuals	FY2022-2023 YTD Actuals	FY2021-2022 YTD Actuals	FY2020-2021 YTD Actuals	FY2019-2020 YTD Actuals	FY2018-2019 YTD Actuals	FY2017-2018 YTD Actuals	FY2016-2017 YTD Actuals	FY2015-2016 YTD Actuals	FY2014-2015 YTD Actuals
57310 RENT/LEASE-EQUIP AND MACHINE	3,537	3,537	1,517		3,536.51			1,585.09	1,536.36	215.75	800.00	1,536.36	268.86		
57320 RENT/LEASE-VEHICLES	1,131	1,437	1,221			1,130.86	1,615.51			15,557.00	886.21	641.63			
58150 ARCHITECT & ENGINEER SERVICES	5,305	5,305	7,168	5,304.88					4,355.13	4,214.66	4,800.00	1,500.00	1,500.00	1,900.00	5,408.25
58160 AUDIT SERVICES (REG & SPEC)	#DIV/0!	#DIV/0!	3,383												
58170 LEGAL SERVICES	#DIV/0!	#DIV/0!	173												
58180 MEDICAL, PTCH, DRUG TESTING	776	424	224		776.06			72.32	17.00				31.50		
58200 OTHER PROFESSIONAL SERVICES	17,567	16,239	25,064	16,169.05	20,938.23	15,585.12	16,414.68	12,079.05	13,291.97	6,546.55	6,220.76	13,407.58	98,734.52	55,653.03	24,714.58
59400 EQUIPMENT AND MACHINERY	107,756	58,084	29,660		107,756.00	107,756.00	8,411.46						25,565.41	2,512.00	4,053.53
59600 VEHICLES	66,989	66,989	34,745		66,989.00								2,500.00		
80001 OPERATING TRANSFER-IN	(57,002)	(57,002)	(33,075)	(5,054.49)	(58,120.50)	(107,830.76)						(10,931.71)	(36,146.24)	(7,440.67)	(5,000.00)
80002 OPERATING TRANSFER-OUT	17,655	15,594	14,326		15,454.01	14,360.66	14,208.53	10,768.22	13,618.27	10,888.83	8,492.64	17,963.94			
Dept 00	274,698	242,586	218,109	236,836.39	286,663.30	300,593.78	221,907.97	166,927.99	156,496.86	230,462.82	199,739.82	198,448.34	230,067.04	223,976.05	165,182.39
Expenditures	274,698	242,586	218,109	236,836.39	286,663.30	300,593.78	221,907.97	166,927.99	158,496.86	230,462.82	199,739.82	198,448.34	230,067.04	223,976.05	165,182.39
Net Effect for WATER FUND	(58,289)	(25,467)	(6,753)	(4,504.53)	(80,050.07)	(64,326.37)	(5,825.11)	53,354.88	67,319.28	13,867.34	2,337.60	(26,115.17)	3,426.50	4,468.69	(13,760.76)

VILLAGE OF MAGDALENA													
HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS													
For the Fiscal Year of:	3 Year Average	5 Year Average	Historical Average	FY2025-2026 YTD Actuals	FY2024-2025 YTD Actuals	FY2023-2024 YTD Actuals	FY2022-2023 YTD Actuals	FY2021-2022 YTD Actuals	FY2020-2021 YTD Actuals	FY2019-2020 YTD Actuals	FY2018-2019 YTD Actuals	FY2017-2018 YTD Actuals	FY2016-2017 YTD Actuals
Fund: 02 - SOLID WASTE FUND													
Revenues													
Dept 00													
41910 CONTRIBUTIONS & DONATIONS	#DIV/0!	#DIV/0!	142,176							2,464.00	10.00	142,176.00	
41920 SALES-PROD ASSETS	#DIV/0!	#DIV/0!	1,048							685.00	1,010.00	2,870.00	
41925 SALES-OTHER	282	327	671	670.00	25.00	150.00	340.00	450.00	410.00			671.00	
42000 GRANTS - STATE	7,376	14,710	12,903			7,375.52	22,045.00		9,285.72			100.00	
43000 LEGISLATIVE APPROPRIATIONS	322,052	266,026	266,026	322,052.35				210,000.00					
46002 UTILITY SERVICE-SOLID WASTE	142,494	143,812	128,584	142,687.40	141,339.89	143,485.35	145,486.96	146,981.43	131,766.60	129,102.82	123,898.10	123,741.57	118,874.93
46003 UTILITY SERVICE-TRANS STATION	57	(9)	136		164.21	(50.00)	(210.00)	60.00		2.75	(1.67)	63.72	
46008 UTILITY SERVICE-PENALTIES	#DIV/0!	#DIV/0!	2,365									1,538.78	
46011 GARBAGE BIN REPLACEMENT FEE	56	56	192		56.00							490.00	
Dept 00				465,378.75	141,585.10	150,980.87	167,671.96	356,397.43	141,466.32	132,254.37	124,917.43	266,271.16	124,606.29
Revenues	252,642	256,438	190,293	465,378.75	141,585.10	150,980.87	167,671.96	356,397.43	141,466.32	132,254.37	124,917.43	266,271.16	124,606.29
Revenues	252,642	256,438	190,293	465,378.75	141,585.10	150,980.87	167,671.96	356,397.43	141,466.32	132,254.37	124,917.43	266,271.16	124,606.29
Expenditures													
Dept 00													
50200 FULL TIME EMPLOYEE WAGES	61,345	55,854	41,934	65,706.16	66,806.42	51,523.54	48,859.55	46,375.94	39,552.86	40,037.56	47,852.45	37,723.20	11,773.46
50300 PART TIME EMPLOYEE WAGES	#DIV/0!	#DIV/0!	17,355									4,216.09	24,656.36
50040 TEMPORARY EMPLOYEE WAGES	#DIV/0!	#DIV/0!	1,872									1,360.05	4,074.63
50050 OVERTIME WAGES	1,325	1,190	1,027	2,076.00	733.88	1,163.37	884.23	1,087.86	338.04	576.48	1,684.07	1,261.63	458.63
51010 FICA MEDICARE	909	827	659	982.97	979.31	764.01	721.22	688.24	581.45	585.92	715.27	646.30	587.26
51020 FICA REGULAR	3,886	3,537	2,819	4,202.75	4,187.62	3,266.61	3,084.03	2,942.55	2,407.12	2,584.20	3,059.80	2,762.80	333.12
51030 GROUP HEALTHCARE INSURANCE	12,491	10,933	6,884	14,910.64	12,638.32	9,922.96	9,480.55	7,711.79	6,684.46	6,532.24	9,967.51	994.58	2,511.41
51050 PERSA RETIREMENT CONTRIBUTIONS	5,203	4,608	3,263	6,090.08	5,232.13	4,285.41	3,902.18	3,527.73	3,018.46	2,956.33	3,458.99	2,791.64	2,088.29
51051 PENSION EXPENSE-PERSA YE	#DIV/0!	#DIV/0!	0						(5,226.00)	5,226.00			1,064.37
51070 UNEMPLOYMENT COMP INSURANCE	158	151	394	153.36	179.52	145.22	138.16	137.21	120.53	142.96	287.88	3,115.03	160.75
51080 WORKERS COMP FEE ASSESSMENT	13	13	13	13.68	13.53	13.16	12.50	13.78	12.64	9.05	12.81	22.97	12.85
51090 WORKERS COMP INSURANCE PREM	242	571	1,504	201.38	278.05	245.16	1,147.87	981.27	934.41	2,919.49	3,167.00	2,142.01	2,844.34
52010 ADVERTISING & PROMOTION	#DIV/0!	#DIV/0!	28							28.01			
52080 BOOKS, PERIODICALS & SOFTWARE	817	772	659	455.89	1,248.98	745.64	717.59	688.80	662.09	727.76	614.17	538.92	190.33
52080 EMPLOYEE TRAINING	1,267	1,267	556	4,637.41	4,361.68	3,928.70	3,048.10	5,321.85	5,909.85	4,535.12	5,604.76	5,482.59	2,928.52
52080 LIABILITY & PROPERTY INSURANCE	4,310	4,460	4,597										
52090 EMPLOYEE TRAVEL	#DIV/0!	#DIV/0!	278										
52100 POSTAGE AND MAIL SERVICES	822	1,048	819	1,230.41	1,097.34	137.13	1,874.10	900.87	608.36	890.89	870.15	708.01	827.63
52110 PRINTING AND PUBLISHING	#DIV/0!	#DIV/0!	85										
53010 BAD DEBT EXPENSE	634	1,170	1,855	1,165.12		103.00	2,241.00			6,782.42	39.63	274.96	26.98
53040 DEPRECIATION EXPENSE	#DIV/0!	#DIV/0!	15,332							15,332.00			
53045 FEES & PERMITS	496	294	418		116.67	874.35	96.67	88.33	81.67				
53050 FUEL-GASOLINE AND DIESEL	8,275	8,525	8,669	7,915.86	7,915.26	8,995.34	11,424.64	6,374.90	5,376.36	6,514.54	8,777.44	6,444.83	4,114.59
53090 SUPPLIES-BUILDING & STRUCTURES	#DIV/0!	#DIV/0!	78							146.85			
53090 SUPPLIES-EQUIPMENT & MACHINERY	671	357	440	897.23	443.95		48.95	38.79	8.33		594.36	428.46	1,033.15
53100 SUPPLIES-GROUNDS & ROADS	#DIV/0!	#DIV/0!	640										
53110 SUPPLIES-OFFICE SUPPLIES	37	44	235	34.66	5.04	72.66		62.74	206.88		808.68	559.88	223.79
53120 SUPPLIES-OTHER	3,387	2,462	3,947	340.59	1,287.14	8,537.54	1,052.61	1,098.68	1,083.88	3,417.62	1,333.63	25,938.32	1,530.92
53130 SUPPLIES-SAFETY EQUIPMENT	40	40	206	39.57						52.03	325.00	428.57	69.86
53140 SUPPLIES-UNIFORM & LINEN	587	721	721	42.28	1,547.70	200.00	492.79	1,320.99	587.20	320.37	1,422.29	597.69	640.22
53150 SUPPLIES-VEHICLES	799	923	888	857.66	1,331.42	207.98	1,616.49	602.88	338.90	2,115.37	644.40	40.00	115.48
53160 TELEPHONE, CELL AND INTERNET	738	808	773	626.12	752.78	833.98	1,082.34	745.19	604.28	698.13	1,194.32	833.86	876.07
53170 UTILITIES-ELECTRIC AND PROPANE	490	552	638	404.47	496.69	568.92	658.27	632.17	598.27	595.20	671.55	606.13	840.30
55010 REPAIR & MAINT-BUILD & STRUCT	#DIV/0!	#DIV/0!	41									930.00	
55020 REPAIR & MAINT-EQUIP & MACH	620	481	1,339	82.27	605.70	1,172.61	456.78	85.60	2,875.74	6,055.75	3,755.98	118.83	886.22
55030 REPAIR & MAINT-GROUNDS & ROADS	#DIV/0!	#DIV/0!	43										
55040 REPAIR & MAINT-OTHER	#DIV/0!	#DIV/0!	98										
55050 REPAIR & MAINT-VEHICLES	3,477	4,188	4,963	5,261.58	2,405.06	2,763.33	1,007.07	9,500.81	3,617.40	9,486.98	9,348.24	717.71	3,528.09
57010 RENT/LEASE-EQUIP AND MACHINE	#DIV/0!	#DIV/0!	6,483							1,310.00			
57020 RENT/LEASE-VEHICLES	1,131	1,437	1,221										
58160 AUDIT SERVICES (REG & SPEC)	#DIV/0!	#DIV/0!	2,323							2,689.29	2,800.00	1,536.36	268.86
58160 MEDICAL, PSYCH DRUG TESTING	429	250	273	428.55				72.32	223.00	95.00	801.50	258.00	31.50

VILLAGE OF MAGDALENA

HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS

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VILLAGE OF MAGDALENA

VILLAGE OF MAGDALENA															
HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS															
For the Fiscal Year of:	3 Year Average	5 Year Average	Historical Average	FY2025-2026 YTD Actuals	FY2024-2025 YTD Actuals	FY2023-2024 YTD Actuals	FY2022-2023 YTD Actuals	FY2021-2022 YTD Actuals	FY2020-2021 YTD Actuals	FY2019-2020 YTD Actuals	FY2018-2019 YTD Actuals	FY2017-2018 YTD Actuals	FY2016-2017 YTD Actuals	FY2015-2016 YTD Actuals	FY2014-2015 YTD Actuals
Fund: 93 - WASTE WATER (SEWER) FUND															
Revenues															
Dept: 00															
4900 MISCELLANEOUS INCOME	#DIV/0!	1,222	9,861					1,222.06							18,500.00
4900 GRANTS - STATE	#DIV/0!		70,327							103,154.00	37,500.00				
4900A UTILITY SERVICE - WASTEWATER	83,291	85,835	74,142	82,906.49	76,079.53	88,885.60	88,202.09	91,101.01	70,250.15	64,525.56	64,354.00	65,468.11	66,704.50	64,220.71	65,003.01
4900B UTILITY SERVICE-SEWER TAP FEE	1,000	1,230	1,195	1,000.00	1,000.00	1,000.00	1,146.55	2,000.00	1,000.00	1,800.00	600.00		1,200.00	1,200.00	
4900B UTILITY SERVICE-PENALTIES	#DIV/0!		1,685												1,684.78
Dept: 00															
5100 REPAIR & MAINT-EQUIP & MACHINERY	84,291	87,309	88,643	83,906.49	79,079.53	89,885.60	89,351.64	94,323.07	71,250.15	169,479.56	102,454.00	65,468.11	67,904.50	65,420.71	85,187.79
5100 REPAIR & MAINT-EQUIP & MACHINERY	84,291	87,309	88,643	83,906.49	79,079.53	89,885.60	89,351.64	94,323.07	71,250.15	169,479.56	102,454.00	65,468.11	67,904.50	65,420.71	85,187.79
Revenues															
Expenditures															
Dept: 00															
5000 FULL TIME EMPLOYEE WAGES	40,309	39,572	29,823	38,958.28	42,519.36	39,148.54	38,346.34	37,589.46	30,878.50	31,406.30	34,858.87	23,130.09	6,276.47	10,219.20	23,248.06
5000 PART TIME EMPLOYEE WAGES	#DIV/0!		4,888									2,688.53	9,265.52	2,700.50	
5000 TEMPORARY EMPLOYEE WAGES	#DIV/0!		990									1,643.70	336.00		
5000 OVERTIME WAGES	4,024	2,554	1,701	1,852.46	7,377.79	2,842.31	551.10	144.42	267.44	491.22	1,240.80	541.16			
5100 FICA MEDICARE	643	611	469	581.38	723.70	613.38	578.35	547.41	458.31	455.80	523.63	405.92	230.15	187.34	313.68
5100 FICA REGULAR	2,748	2,612	2,016	2,528.97	3,093.50	2,621.84	2,473.43	2,339.50	1,882.38	2,026.57	2,238.20	1,736.69	984.21	801.01	1,459.27
5100 GROUP HEALTHCARE INSURANCE	8,320	8,254	6,165	9,410.16	9,750.69	7,596.03	7,443.37	7,066.99	6,278.98	6,435.63	6,958.75	994.57	653.20	1,028.79	8,594.17
5100 PERA RETIREMENT CONTRIBUTIONS	3,633	3,361	2,456	3,671.88	3,861.55	3,365.14	3,095.81	2,810.33	2,363.27	2,322.46	2,548.48	1,777.09	1,132.30	939.39	1,587.59
5101 PENSION EXPENSE-PERA YE	#DIV/0!		0						(12,054.00)	2,054.00					
5107 UNEMPLOYMENT COMP INSURANCE	122	117	117	104.85	139.75	121.48	110.34	108.57	93.60	139.07	224.13	171.02	67.35	52.61	71.53
5108 WORKERS COMP FEE ASSESSMENT	10	10	9	8.99	9.46	11.85	10.43	11.54	9.23	7.46	10.58	8.54	6.50	4.83	
5108 WORKERS COMP INSURANCE PREM	170	405	587	129.33	177.65	203.30	951.81	562.71	532.89	1,180.95	1,901.08	64.54	556.49	13.14	768.85
5200 ADVERTISING & PROMOTION	#DIV/0!		29							29.00					
5200 BOOKS, PERIODICALS & SOFTWARE	817	772	659	455.89	1,249.93	745.63	717.60	689.80	662.08	727.76	614.17		538.91		190.33
5200 CLAIMS, JUDGE, SETTLE, DEDUCT	#DIV/0!		1,033								43.00	90.00			1,032.60
5200 DUES, SUBS, CREDIT & MEMBERSHIPS	259	253	178	334.90	315.50	126.36	90.00	398.00			823.00	405.00			25.23
5200 EMPLOYEE TRAINING	232	322	432	231.87	231.87	255.00	255.00	480.00		757.88	823.00	405.00			
5200 LIABILITY & PROPERTY INSURANCE	4,021	2,964	2,813	6,233.23	1,808.76	231.87	1,221.20	2,592.18	2,742.89	3,061.44	5,014.23	3,987.29	2,761.04	1,430.70	88.36
5200 EMPLOYEE TRAVEL	27	102	221	27.04	27.04	177.65	177.65	887.78	53.53	887.78	231.54	80.08			88.80
5210 POSTAGE AND MAIL SERVICES	820	1,039	841	1,224.33	1,097.33	137.13	1,872.66	861.12	608.30	890.56	774.47	735.80	804.92	428.29	661.28
5210 PRINTING AND PUBLISHING	#DIV/0!		97						28.27	88.64	39.63		274.91		54.05
5300 BAD DEBT EXPENSE	321	1,071	1,309	71.96					(122.23)	3,453.23				27,937.21	
5300 DEPRECIATION EXPENSE	#DIV/0!		33,859							39,760.00				2,300.00	
5304 FEES & PERMITS	404	286	671	232.68	116.66	862.79	96.66	119.63	2,381.66	203.94	92.71		305.84	2,300.00	
5305 FUEL-GASOLINE AND DIESEL	1,355	796	847	1,438.05	1,272.89		191.03	283.29	36.80	528.79	1,028.90	1,022.84	1,042.29	1,688.84	808.12
5300 SUPPLIES-BUILDING & STRUCTURES	#DIV/0!		193						9.33	386.41	202.66				
5300 SUPPLIES-EQUIPMENT & MACHINERY	880	1,186	1,902	1,013.39	1,525.25	99.99	1,832.46	1,506.61	301.04	100.00	190.30	11,213.21	3,122.75	18.79	
5310 SUPPLIES-GROUNDS & ROADS	311	311	311	162.59	459.44										
5310 SUPPLIES-OFFICE SUPPLIES	37	44	212	34.65	5.04	72.66	62.74	62.74	168.20	41.40	808.64	559.94	223.76	143.33	
5320 SUPPLIES-OTHER	1,652	2,638	1,529	3,858.51	3,858.51	594.53	918.98	7,315.06	817.87	720.88	996.81	277.67	1,314.36	336.17	692.64
5330 SUPPLIES-SAFETY EQUIPMENT	40	40	231	39.57						92.27	325.00	787.77	69.84	265.57	23.83
5340 SUPPLIES-UNIFORM & LINEN	408	523	533	42.29	982.66	200.00	68.28	1,320.83	587.19	320.37	492.32	587.72	640.20	692.11	466.31
5350 SUPPLIES-VEHICLES	276	310	285	32.83	693.00	102.16	412.92					182.55			
5360 TELEPHONE, CELL AND INTERNET	738	808	674	626.11	752.77	833.96	1,082.34	745.21	602.85	698.17	1,025.87	683.94	238.03		128.76
5370 UTILITIES-ELECTRIC AND PROPANE	308	309	261	308.24	307.88	307.35	307.74	312.70	304.52	305.10	305.04	417.42	418.78	281.00	(391.21)
55010 REPAIR & MAINT-BUILD & STRUCT	#DIV/0!		417												
55020 REPAIR & MAINT-EQUIP & MACH	4,164	3,344	3,885	1,877.79	2,101.68	8,513.84	2,929.01	1,287.02				337.66	981.10	1,543.98	15,379.08
55040 REPAIR & MAINT-OTHER	2,128	1,452	1,265	3,119.01	1,136.69		98.84					704.81			
55050 REPAIR & MAINT-VEHICLES	710	666	690	819.39	721.22		73.80	1,050.73		729.54	1,038.21	474.21	998.78	1,423.25	298.94
57310 RENTLEASE-EQUIP AND MACHINE	522	719	763		521.75					882.50					
57320 RENTLEASE-VEHICLES	1,131	1,437	1,221												
58150 ARCHITECT & ENGINEER SERVICES	#DIV/0!		55,016												
58180 AUDIT SERVICES (REG 1 SPEC)	#DIV/0!		1,454												
58180 MEDICAL, PYCH, DRUG TESTING	334	263	204	333.54											
58200 OTHER PROFESSIONAL SERVICES	7,409	6,356	8,957	7,531.35	10,695.21	3,989.26	4,312.10	5,242.13	4,385.70	3,120.39	2,775.36	9,561.98	19,244.22	18,645.67	17,871.99
59400 EQUIPMENT AND MACHINERY	5,044	5,044	5,978		5,044.25										1,192.62

VILLAGE OF MAGDALENA

HISTORICAL FUND BALANCE REVENUE/EXPENDITURE REPORTS

[illegible]



THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA

ORDINANCE NO. 2026-01

AN ORDINANCE CONCERNING WATER, WASTEWATER AND SOLID WASTE SERVICE PROVIDED BY THE VILLAGE OF MAGDALENA; AMENDING AND REPEALING ORDINANCES CONCERNING WATER, WASTEWATER AND SEWER SERVICE; PROVIDING FOR IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, DEPOSITS, AND FINES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS; REPEALING PREVIOUS ORDINANCES

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF MAGDALENA, NEW MEXICO, THAT:

SECTION ONE - MUNICIPAL UTILITY DECLARED

It is necessary and for the best interests of the Village of Magdalena (hereinafter "Village" or "the Village") and the inhabitants thereof that the Village-owned water system, wastewater system, and solid waste disposal system constitute a public utility system operated for the benefit of its citizens.

SECTION TWO - SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable by a Court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions.

SECTION THREE - SINGLE INVOICE

A. Single Invoicing. Water, wastewater and solid waste services shall be invoiced on single monthly invoice. Termination of one utility service shall result in termination of all utility services unless otherwise specified herein, and termination of utility service for a portion of a structure shall be termination of utility services for all of the structure.

B. Minimum Charge. Should water, wastewater or solid waste service not be used during a billing month, the minimum rate shall be charged on the monthly invoice.

C. Separate Utility Service. When it is not otherwise possible for the Village to furnish all utility service, separate utility service may be permitted upon application to the Village utility office. If separate utility service is permitted, the customer shall only be charged for the services provided.

D. Wastewater and Water Service. Wastewater service shall not be provided unless water service is also provided.

SECTION FOUR - APPLICATION FOR UTILITY SERVICE; DEPOSIT REQUIREMENTS

A. Application for Utility Service, How Made. Before utility service is provided, application must be made at the Village utility office on printed forms furnished for that purpose. Every application must be signed by the owner of the property to be served, or by an authorized agent. The application must state fully and truthfully the purposes for which the utility service is to be used, the name and address of the person, firm or corporation to receive an invoice for such service, the description of lot and block or tract, and the name of the street on which property fronts. The applicant shall, by making application, agree to be governed by this Ordinance, to the rules and regulations of the Village, and state and federal laws and regulations.

B. Utility Service Contract. The application, when approved by the Village, shall constitute a contract between the utility customer and the Village to furnish utility services within the Village limits or, when applicable, within the Existing Service Area ("ESA") outside of the Village. The contract shall constitute an agreement on the part of the applicant to pay the stipulated rates, and agree to periodic adjustments in the rates. The contract shall reserve to the Village the right to enforce and collect rates and penalties in the manner provided for herein; to temporarily discontinue service at any time without notice to the customer for maintenance, repair, conservation or emergency or as a consequence of failure to pay for the utility services provided. The agreement shall also provide that the utility department of the Village, or the officials or employees thereof shall not be responsible for any damages by water or otherwise resulting from defective plumbing, broken or faulty service, or condition of the water itself, or any substance that may be mixed with, or be in the water, as delivered to the customer.

C. Non-Standard Service. Non-standard utility services may be provided on application to the Village Clerk. Non-standard utility services include, but are not limited to, the following: (i) service to customers living outside of the ESA but requesting trash collection service; (ii) requests for multiple trash collection trips; (iii) requests for additional or larger trash bins; or (iv) requests for any non-standard service.

D. Decision. An application for non-standard utility service may be approved, denied, or approved with conditions.

E. Application Fee. Each application for utility service shall be accompanied by the application fee and deposit as set forth in APPENDIX A.

F. Deposits, Return. Meter deposits will be refunded to customers in good standing for five (5) years.

G. Additional Deposit. Customers with a history of late payments or disconnections may be required to post an additional deposit in an amount sufficient to cover two months total utility billing based on a twelve month average of that account, but not less than the current minimum stated in APPENDIX A.

H. Security Deposit. All utility deposits shall be retained by the Village to be applied against unpaid charges for utility service. Upon payment in full of all charges for utility service and discontinuance of utility service, such deposit or the balance thereof after application to unpaid charges, shall be refunded, without interest.

SECTION FIVE - DISCONTINUANCE OF SERVICE

A. **Written Request.** A customer may discontinue utility service at any time by making a written request to the Village Clerk. Only the applicant or an agent may request discontinuance. The written request must state the date service is to be discontinued and the address to send the final bill or refund of deposit. There is no fee for voluntary discontinuance of utility service provided the account is in good standing and a written request is made.

B. **Improper Disposal of Solid Waste.** Utility service may be discontinued by the Village if it finds that unacceptable solid waste has been deposited. Improper disposal of unacceptable waste may constitute a felony under NMSA 1978, Section 74-9-37(B).

SECTION SIX – VILLAGE’S RESPONSIBILITIES

A. **Installation.** A water line may be installed from the water main to a stopcock located just within a customer's property line next to the street curb. A liquid waste line may be installed from a liquid waste line on a customer's property line to the sewer main. The water or wastewater line shall not exceed twenty (20) feet in length. Longer lines may be provided if the customer bears the additional cost.

B. **Maintenance and Repair.**

(1) The Village shall be responsible for the maintenance, repair and clearing of all Village water and wastewater mains, but shall not be responsible for the customer's service lines.

(2) If blockage occurs in a Village sewer line, the customer will notify the Village immediately. The Village will determine whether the blockage is on the Village's or the customer's side. The customer shall be responsible for clearing blockages on the customer's service lines. The Village will not be responsible for damage to the customer's service lines caused by a plumber contracted by the customer.

C. **Meter Box, Stopcock.** The Village shall be responsible for the installation, maintenance, and repair of the meter box and curbside stopcock.

D. **Water Meter.** The Village shall be responsible for the installation, maintenance, repair, inspection, calibration for accuracy, and replacement of a water meter and service line from the meter to the main. Each customer may request one (1) free field test on their meter per year; the second and subsequent field test shall incur a \$50.00 charge, unless the second or subsequent test determines that the meter is defective. If the customer requests a new meter, a \$300.00 charge will be incurred.

E. **Regulatory Requirements.** The Village shall be responsible for meeting all federal and state regulatory requirements for the proper maintenance and management of its utility service systems.

F. **Leaks.** Every attempt will be made to notify customers of unusually high usage once it comes to the Village's attention.

G. **Solid Waste Collection.** The Village shall be responsible for trash collection service as follows:
(1) Prompt, dependable collection as scheduled each week;

- (2) Clean up of employee-caused collection spills;
- (3) Routine maintenance, repair, and inventory of trash bins;
- (4) Prompt customer notification of and reason for failure to collect trash; and
- (5) Proper sanitation of recycled trash bins prior to reissuing

SECTION SEVEN - CUSTOMER RESPONSIBILITIES

A. Yard Lines. Utility customers shall be responsible for the installation, maintenance and repair of all water service lines between the meter and the point of use, and for the installation, proper operation, maintenance and repair of all plumbing fixtures, and shall provide an emergency valve placed upon such line between the meter and the customer's premises. Service lines installed without an emergency valve prior to the enactment of this requirement shall be retrofitted prior to any reconnection. A customer who retrofits with an emergency valve shall receive a one-time credit of ten dollars (\$10). Verification of the new installation must be made by Village utility personnel.

B. Liquid Waste Systems. The customer shall be responsible for the installation, maintenance, repair, and clearing of all liquid waste lines between point of use and up to the sewer main line and for the installation, maintenance and repair of all plumbing fixtures. Each solid waste line must have a clean-out. Customers without clean outs installed prior to the enactment of this requirement shall retrofit with clean outs prior to any reconnection or change in service. A customer who retrofits to provide liquid waste clean outs shall receive a one-time credit of ten dollars (\$10). Verification of the new installation must be made by Village utility personnel.

C. Solid Waste Collection.

(1) The customer shall make their Village-provided trash bin accessible for trash collection. All trash bins shall be placed at their designated collection curb site no later than 8:00 am on the day scheduled for trash collection in their area. Customers whose residence is accessible by cross streets may choose the street curb which is most convenient for them, but once designated, no change will be made without written request and approval. The customer shall be responsible for keeping all trash picked up from around the designated trash collection site.

(2) The customer shall be responsible for the care and cleaning of the Village-provided trash bin. This includes the periodic washing of the trash bin, placing all trash in sealed trash bags before depositing it in the trash bin, and not depositing any toxic or hazardous waste or any hot or flammable objects in the trash bin. Cardboard items may be placed in the trash bin if folded to fit with the lid closed. All trash is to be placed inside the Village-provided trash bin, and the bins shall not to be filled to overflowing. If one trash bin is not sufficient, the customer may request an extra bin or bins for an additional charge as described in APPENDIX A.

(3) The Village will not collect any trash not placed in a Village-provided trash bin. Failure to comply with proper care and maintenance of a Village-provided trash bin may result in a written notice from the Village utility office citing the steps necessary to comply. If no action is taken to correct the noncompliance, charges may be assessed as prescribed in APPENDIX A.

SECTION EIGHT - MONTHLY SERVICE RATES: BILLING; DUE DATE; DELINQUENCY

A. Water, Wastewater and Solid Waste Rates. Monthly service rates for water, wastewater, and trash service are set forth in APPENDIX A. These rates become effective on the first of the month following the enactment of this Ordinance. Rates may be reviewed annually, but in no case less than bi-annually to insure that the rates are just and reasonable. APPENDIX A may be amended by Resolution of the Board

of Trustees without otherwise amending this joint utility Ordinance. The New Mexico Governmental Gross Receipts Tax and other taxes, if applicable, shall be added to the rates and charges established in APPENDIX A

B. Invoices.

(1) Invoices for water, sewer, and trash service will be mailed to customers by first class mail or bulk mail service on or about the first (1st) day of the month and shall be due upon receipt. Invoices become delinquent at 5:00 p.m. on the 20th day of the month.

(2) Once an invoice becomes delinquent, a past due penalty as prescribed in APPENDIX A shall be due along with the unpaid balance.

(3) A notice of delinquency shall be mailed to the customer if any account remains unpaid fifteen (15) days following the date due. Service may be discontinued requiring payment and warning that and payable, utility service may be discontinued fifteen (15) days after the Notice of Delinquency is mailed. The notice shall contain the address and phone number of the Village utility office and the name of the Village Clerk or other employee designated to investigate complaints, resolve disputed billing and negotiate delayed payments, if justified.

(4) Service shall not be disconnected on a Friday or the day preceding a holiday. The utility customer will always have one working day following disconnection to pay the outstanding charges and have service restored.

(5) Utility service shall not be resumed for a customer who is delinquent unless full payment has been received of the unpaid balance plus the past due penalty, disconnection charges, and additional deposit, as applicable.

(6) Any attempt by the disconnected customer to reconnect to Village water service by tampering with the water meter, bypassing the meter or by any other unauthorized means of connection to water service shall be unlawful. A disconnect fee for removal of a bypass connection and any actual cost to repair damages to the utility system caused by the tampering shall be due and payable.

(7) Invoices charging for additional trips to collect trash not picked up during a discontinuance of service shall be invoiced according to the number of additional trips necessary to collect and remove the accumulated trash.

(8) The Village may use collection agencies to collect delinquencies, and may report such delinquencies to credit bureaus.

SECTION NINE – RESERVED

SECTION TEN - ADDRESS FOR PAYMENTS

All utility payments are to be made either through the mail to the Village of Magdalena, P.O. Box 145, Magdalena, NM. 87825; in person at the Village of Magdalena utility office during regular office hours; in a designated Drop Box; by credit/debit card over the phone; or online through the Village of Magdalena website.

SECTION ELEVEN - RETURNED CHECKS

Upon receipt of a returned check, the Village staff will assess a Non-Sufficient Fund (NSF) Fee as set forth in APPENDIX A. Notice will be mailed to the customer of the failure of payment, the NSF fee, the outstanding balance due, and the date the service will be subject to disconnection for non-payment. The disconnection date will be on or around the twenty-fifth (25th) of the month following the due date, but not less than seven (7) days from the date the NSF notice is mailed. Unless prior request not to do so has been made by the utility customer, the NSF check will be submitted to the Village bank for a second time. If the check is returned a second time, action will proceed as described in the NSF notice. If the check is good for payment, no further action will be taken. It is the responsibility of the utility customer to verify that the Village has received payment before the disconnect date stated in the NSF notice.

SECTION TWELVE- PAYMENT ARRANGEMENTS

No more often than once in a two-year period, Payment Arrangements (PA) may be made on an outstanding account balance. The request for a PA must be made with the Village Clerk who may approve a PA on up to fifty percent (50%) of an outstanding account balance under \$1,000. A PA on over 50% of the outstanding account balance under \$1,000.00 must be approved by the Mayor or his designee. If the amount owed is \$1,000 or more, the PA must be made by the Board of Trustees. A PA shall not reduce any portion of the outstanding balance, including returned check fees, disconnection fees, account deposits, or any other account charges. Instead, a PA schedules the payments without the possibility of a disconnection so long as the PA is being followed. The Village Clerk can extend the outstanding account balance for a period of up to three months. Any period of time beyond three months must be approved by the Mayor or his designee. Payment arrangements made on the outstanding balance will be due with the next billing of monthly service charges, but will not extend the due date of the monthly service charges not included in the payment arrangement.

The Payment Arrangement is a contract, and must be in writing and signed by the utility customer and the Village Clerk or other designated Village employee.

SECTION THIRTEEN - INOPERATIVE METER

In the event that the water meter is found to be inoperative, the next billing for water and wastewater shall be based the average monthly usage for the preceding twelve months. In the event that the Village is unable to repair or replace the meter before the next monthly reading, billing for the subsequent month for water and wastewater shall also be based on the average usage reading for that account for the prior twelve months.

SECTION FOURTEEN - VILLAGE AUTHORITY TO RESTRICT WATER USE

The Village reserves the right, in case of drought, lack of rainfall or other emergency, to regulate the use of water for irrigation, sprinkling, car washing or for any other use not necessary for the preservation of life. The Village Council, in its discretion, may at any time, declare a water emergency by giving public notice within the Village. Any person, firm or corporation violating such order shall be guilty of a misdemeanor and shall further be subject to a fine as set forth in APPENDIX A, and double the first offense charge for each subsequent offense. The Village may discontinue service for persons found guilty of violating this section. Service will not be restored until all such charges and any unpaid balances are paid in full, and upon full compliance with this Ordinance.

SECTION FIFTEEN – RESERVED

SECTION SIXTEEN - UTILITY ACCOUNTS

A. Multiunit residential and multiunit general service units which are under common ownership may be treated as a single customer. Otherwise, each utility account shall be located on separate property unless otherwise authorized by the Village. The customer may be furnished utility service from the Village through a single master water meter or sewer tap at the rates specified in Appendix A.

B. The Village, upon determination that unnecessary expense and undue burden or other unreasonable difficulty would be caused by the requirement set forth in this Section 16 that a single meter be required for each residential or general service unit, may permit and direct that utility service be provided through one (1) or more water meters or sewer tap of adequate size installed by the Village and paid for by the user as provided in this Section 16 to serve two (2) or more units.

C. The Village may enter into separate contracts, notwithstanding Section Three pertaining to nonseparable charges, and provide water service to separate meters for sprinkling and lawn watering if the customer can demonstrate that the installation of a separate meter will provide an equitable sewer service charge to such customer. Sprinkling meters shall be subject to periodic inspection by the Village.

D. The Village may authorize utility service to separate water meters or sewer taps installed within mobile home parks as an exception to this Section.

SECTION SEVENTEEN – SOLID WASTE COLLECTION AND DISPOSAL

A. Acceptable Trash. The Village shall pick up and dispose of household solid waste which is properly placed in a sealed trash bag and placed in trash bins. Acceptable trash is defined in APPENDIX B.

B. Unacceptable Trash. The Village will not pick up and dispose of any unacceptable trash such as old car bodies, hazardous waste, or infectious waste. Unacceptable trash is defined in APPENDIX B. For instructions on the proper disposal of these items, call the Village utility office.

C. Ashes. Ashes may be disposed of at the Transfer Station during normal business hours free of charge. Disposal of ashes outside of the Transfer Station shall be unlawful and shall be punished as set forth in this Ordinance.

D. Penalties for Improper Disposal. Improper disposal of unacceptable trash or disposal of trash in places other than the transfer station is a violation of this ordinance, punishable as specified in NMSA 1978, Section 74-9-37, and subject to civil penalties under NMSA 1978, Secs. 4-9-36 and 74-9-38.

E. Village-provided Trash Bins. Trash bins are the property of the Village. Trash bins are numbered and the numbers are recorded for inventory purposes. Each customer shall be required to sign for a bin or bins and thereby accepts responsibility for said bin. The Customer's responsibility does not include normal maintenance. See Section 7 of this Ordinance. Upon discontinuance of utility service, the bin will be returned to the Village in good condition, reasonable wear and tear excepted. A bin may be replaced upon request. A thirty dollar (\$30) replacement charge will be imposed on each replacement bin. The customer shall sign for the replacement bin.

F. Transfer Station. Trash that is not picked up by the Village may be taken to the Transfer Station. In general, waste deposited at the Transfer Station must be acceptable waste, with a few exceptions described in APPENDIX B. The transfer station is operated by a private contractor. For specific details, contact the contractor or the Village utility office.

SECTION EIGHTEEN – WATER AND WASTEWATER CONNECTION CHARGES

A. New Water Service Tap. A person may request new water service by making application to the utility office. Each applicant for a new water service connection shall pay a connection charge in an amount specified by the Village. The Village will recover any of its costs to sufficiently cover the Village's cost to create the new connection, such as the cost to tap the water main, lay a secondary distribution line from the water main to a point just outside the applicant's property adjacent to the street curb, and for the installation of the meter box, water meter and curbside stopcock.

B. Each applicant for sewer service connection shall pay a connection charge for tapping into the sewer main.

C. The Village shall not be responsible to provide utility service that will require line extensions of more than twenty (20) feet from existing main lines or connections at a higher elevation and pressure zone than existing storage facilities. If such connections are approved by the Village, all of the costs in making the connection and obtaining the proper pressure shall be borne by the customer.

SECTION NINETEEN – EXISTING SERVICE AREA

A. The ESA is defined as the area within the Village boundary plus areas outside the municipal boundary where utility service is provided by the Village as described on a map maintained by the utility department of the ESA.

B. Water Service in the ESA. Service in the ESA is limited to water service. Wastewater and solid waste collection are generally not available.

C. Conditional Use. Customers outside of the ESA shall be subject to the following conditions:

(1) Rates. Customers outside of the ESA shall pay customer and capacity charges and volume charges at one hundred twenty five percent (125) percent of the rate charged to customers within the ESA. The ESA rate also applies when service originates in the Village but terminates in the ESA.

(2) Annexation. A customer served in the ESA shall agree to the annexation of the property by petition to be served by the Village of Magdalena at such time as the Village government may determine that the growth and expansion of the Village requires such annexation;

(3) Village Ordinances. The customer agrees to comply with all applicable ordinances, rules and regulations of the Village of Magdalena pertaining to utility service;

(4) Bond, Deposit. The customer agrees to furnish a bond or other security in such form as the Village may require to guarantee payment for utility services;

(5) Line extension. The customer agrees to pay in advance for any line extension required to serve the property pursuant to the rules and regulations of the Village of Magdalena and Section 18 of this Ordinance;

(6) Easements. The customer provides any and all easements (which shall be dedicated to the Village of Magdalena and be in such form as the Village may require) as may be necessary to provide utility service to the property to be served;

(7) Equipment. The customer provides all lines, meters, and other facilities required to serve the premises, which shall meet or exceed village standards and specifications and shall be subject to Village installation and inspection procedures;

(8) The customer acknowledges that the Village will not provide fire protection or other village services to the property to be served;

(9) The customer agrees that water use may be curtailed in the event of drought, lack of rainfall or other emergency;

(10) The customer understands and agrees that utility service is provided only for the owner's single-family residential unit and that no connection will be made to provide utility service to any building or structure other than the owner's single-family residential unit and related accessory structures; and

(11) The customer agrees to abide by the rules and regulations of the Village of Magdalena and failure to do so shall be cause for termination of utility service to the property.

D. Agreement required. Service outside of the ESA shall only be provided pursuant to a written agreement with the Village. Any such agreement shall be in writing, by and between the owner and the Village Council, shall be approved by the Village Attorney, shall include all restrictions or conditions imposed by Village Council, shall require the owner of the property to be served, among other things, to agree to all of the conditions set forth in Section Nineteen (19) , herein, and further require the owner of the property to be served to agree:

(1) That there may not be adequate water pressure available to serve the premises and owner must therefore, at owner's expense, provide supplemental pumping, pressure and water storage facilities to be located on owner's premises;

(2) That the supply of water available to serve the premises may be severely limited or interrupted from time to time; and

(3) That, in the event of water shortage or emergency, water use may be curtailed as necessary.

SECTION TWENTY - EXTENSION OF UTILITY SERVICE OUTSIDE OF THE ESA

A. Adequate Facilities Required. Expansion of the ESA shall be restricted to those pressure zones for which facilities are adequate to serve the additional demand, except in those instances where the Village shall determine that extraordinary circumstances exist and that the extension of municipal utility service beyond the boundaries of the ESA is in the best interests of the citizens of Magdalena.

B. Review of ESA Boundaries. The boundaries of the ESA shall be reviewed periodically, and amended if necessary, to assure that ample amounts of serviceable land remain available for development.

C. Expansion of the ESA. Future expansion by the Village which is aimed at serving new areas or improving service to areas already serviced, shall be allowed only after finding that a need for the expansion exists and, in the case of new service, after the cost of providing new service, is weighed against revenues to be derived from new customers.

D. Annexation. Future annexation by the Village shall be taken only after due consideration is given to the constraints of the water delivery system, the wastewater system, and solid waste collection service.

E. Lateral Restriction. Utility service may not be provided to single-family residential units beyond the ESA boundaries if the property to be served is greater than the elevation of the appropriate tank or that the Village water or sewer line is more than six hundred (600) feet from the residential unit.

F. Transmission Lines. Customer-provided transmission lines outside of the ESA or Village limits become Village property.

SECTION TWENTY-ONE – BULK SERVICE

A. Bulk Rates. The Village may establish utility rates and reasonable rate classifications for bulk utility users taking water through master meters.

B. Bulk User Contracts. Bulk user contracts shall be in writing, and require that the utility user shall:

(1) Abide by all terms and conditions of any applicable Village ordinance, rule, or regulation which pertains to the providing of utility service;

(2) Require that a large commercial or other large user, whether within or outside the ESA, reasonably expected to utilize 75 thousand gallons or more per billing period or month provide bond or security to guarantee payment of utility service;

(3) Require that the bulk user, whether within or outside the ESA, shall provide the Village a projection of the impact of their water and/or sewer usage over a ten year period, on water supplies utilized by the Village. Such projections shall be provided to the Village at the time the potential user makes application for water service.

(4) Unless specifically otherwise authorized by the Village Council, pay by cash in advance and prior to installation all costs and expenses which the Village may incur to provide utility service to the point of delivery, including, but not necessarily limited to: the cost and expense of utility lines, extensions, meters, meter back-flow preventer, engineering, licenses, permits, fees, legal expenses and the cost and expense of obtaining easements and rights-of-way;

(5) Pay for any update to the cost-of-service study which may be required to determine the cost at which utility service should be provided to the bulk user;

(6) Agree that all utility lines and facilities shall be installed in publicly dedicated streets, or within rights of way or easements which are or will be assigned easily and readily to the Village of Magdalena without cost to the Village upon annexation to the Village of the property to be served;

(7) Agree that all utility lines and facilities which may be installed by the user beyond the Village water meter or sewer tap, including, but not necessarily limited to, pipes, lines, equipment, regulators, meters, meter cans and stubs, shall meet or exceed the standards established by the Village for such installation at the time of installation and shall be installed and maintained pursuant to Village inspection procedures;

(8) Agree that all lines and facilities shall be certified and properly installed by a licensed and qualified contractor and that all installation shall be inspected by a qualified inspector or engineer acceptable to the Village of Magdalena;

(9) Agree to, periodically at such times and in such form as may be requested by the Village, provide the Village with a list of all utility users served through the bulk rate user, identified by customer name, address, and phone number, the bulk rate meter number description of the property to be served, and such other information as the Village may require;

(10) Agree that the bulk rate user, shall, in case of drought, water shortage, or other emergency, be subject to the same curtailment or restriction upon use of water as are other persons and entities who receive water from the water system of the Village of Magdalena.

SECTION TWENTY-TWO - ILLEGAL CONNECTION OR EXCAVATION; PENALTY

It is unlawful for any person, other than an authorized Village employee, to:

- (a) make connection with Village water mains or sewer mains;
- (b) tap a Village water main or sewer main or secondary line between the water main and the water curb cock or between the sewer main and customer property line;
- (c) excavate or lay pipe in or upon any Village street or Village property;
- (d) turn water on or off at the Village curb cock or at the water meter; or
- (e) connect, disconnect, recalibrate, bypass, impede or tamper with a Village water meter.

Any person convicted in Magdalena Municipal Court of violating this section shall be punished as prescribed in Section 24 of this Ordinance.

SECTION TWENTY-THREE - DAMAGING OR INTERFERING WITH VILLAGE-OWNED UTILITY EQUIPMENT

A. Water System

- (1) Seals placed upon meters, boxes, doors or any other appurtenances or equipment of the utility department shall not be broken by persons unauthorized to do so.
- (2) It shall be unlawful for any persons to open, close, interfere with, or to attach to or connect with any fire hydrant, stop valve, or stopcock belonging to the Village water system, or to damage any machinery, pipe, tools, valve, manhole, stopcock, meter or meter box, connected with the said water system, any object, material, debris, or structure of any kind so as to prevent free access to the same at all times, or to deface or disturb, or tie horses or other animals to fire hydrants, or injure any building, structure, or to trespass upon the tank, tank site or other corporate property of the Village water system.

B. Wastewater System

- (1) It shall be unlawful for any person to discharge commercial or industrial waste, refuse, or sewage into the public sewer system of the Village without first obtaining a permit from the Village. A permit may be authorized only if the Village has first determined that such waste, refuse, or sewage does not contain ingredients that will violate the Village's permit from the NMED or that will affect functioning of the sewage disposal works.
- (2) Depositing Prohibited Material; Tampering with Connections.

(a) It shall be unlawful for a person to deposit or throw into any sewer line, manhole, or drain or inlet any straw, shavings, ashes, rocks, stones, bricks, dead animals, or any kind of rubbish or substance which shall or may cause the drain or sewer line to be choked up or stopped.

(b) It shall be unlawful for any person to willfully tamper with the connections leading to the main lateral of the sewer system, or shall shut off any connection properly made, or shall reopen any connections which have been discontinued by the proper authorities.

(3) Greywater. It shall be unlawful for any person to discharge waste water from sink, tub, bathtub, shower, washing machine, or dishwasher onto the ground instead of into the sewer system, except a grey water systems meeting NMED standards. Such person shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as prescribed Section 24 of this Ordinance, and in addition shall be liable for all costs for repairing the damage to the wastewater system caused by such act.

(4) Solid Waste Receptacles. It shall be unlawful for any person(s) to vandalize or damage any Village owned trash receptacle. Such vandalism may include but will not be limited to defacing, breaking or attempting to break any part of said receptacle. Damages will be assessed based on current market value of replacement part or parts.

(5) Fire Hydrants

(a) Fire hydrants are provided for the sole purpose of extinguishing fires and are to be opened and used only by the water and fire departments or for such purposes as may be specifically designated by the water department and then only by a duly authorized agent of the department.

(b) To ensure the safety and efficiency of the fire protection, any person authorized to open the same, for any purpose, shall use only an approved spanner wrench to open or close hydrants.

(c) Any person, firm or individual violating the provisions of this subsection 24 subsection shall be deemed guilty of a misdemeanor and shall be punished by a fine as set forth in Section 24.

SECTION TWENTY-FOUR - PENALTY

Any person convicted of a violation of this Ordinance shall be punished by a fine of not more than three hundred dollars (\$300) or by imprisonment not to exceed four (4) days, or both fine and imprisonment.

SECTION TWENTY-FIVE - FAILURE TO PROPERLY DISPOSE OF SOLID WASTE

A. The Village may remove refuse from real property and make a charge against the real property specially benefited by the removal of the refuse, if:

- (1) any person owning or controlling real property allows refuse to be deposited upon his property other than in the proper receptacle and fails to remove the refuse or to place the refuse in the proper receptacle within forty-eight hours after the refuse is deposited on the real property; or

(2) the owner owning or controlling real property refuses to use the refuse collection service provided by the municipality.

B. If any person, owning or controlling the real property, fails or refuses to pay (i) the charge imposed for the collection and disposal of refuse; or (ii) the charge made against the real property specially benefited by the removal of refuse, the Village may make an assessment against the real property.

SECTION TWENTY-SIX - ASSESSMENT ROLL

A. To collect the assessment authorized in Section 25, the Village Council shall prepare an assessment roll. The assessment roll shall list, in columns:

- (1) the name of the owner, if known, of the parcel of real estate being assessed;
- (2) a description of the parcel of real estate being assessed;
- (3) the amount assessed against each parcel of real estate; and
- (4) describe, in general terms, the removal and what was removed from the real estate being assessed.

B. The municipal clerk shall publish a notice stating that the assessment roll for delinquent refuse collection charges due the Village is on file in the office of the municipal clerk and the time and place when the Village Council will hear appeals or protests by any person aggrieved by the assessment. The notice shall be published once not less than ten nor more than twenty days before the day of the protest hearing. If the address of the owner of the real property is known, a copy of the notice shall be mailed by certified mail, return receipt requested, to the known address of the owner of the real property being assessed.

SECTION TWENTY-SEVEN - PROTEST HEARING

A. At the protest hearing authorized by Section 26, any interested person may protest to the Village Council the: (i) regularity of the proceedings; (ii) the amount assessed against the real estate; or (iii) the correctness of the amount of the assessment.

B. The Village Council shall: (i) determine the regularity of the proceedings; (ii) correct any errors found in the assessment; and (iii) by resolution, confirm the proceedings and the assessments. The proceedings and assessments so confirmed shall be deemed to be the final determination as to the regularity, validity and correctness of the assessment.

SECTION TWENTY-EIGHT - DELINQUENT ASSESSMENT LIST

On or before October 1, of each year, the municipal clerk shall certify to the Village Council a list containing any delinquent assessment with penalty added for nonpayment of the assessment at the rate of one percent per month of any assessment confirmed by resolution as provided in NMSA 1978 Sec. 3-48-6 and describe the parcel of real estate to which the assessment is applicable. After the certified list is accepted by the Village Council, the assessment shall be a lien, when processed, against the parcel of real estate and shall be processed as provided in NMSA 1978 Sec. 3-36-1 through 3-36-5. Any such lien shall be a lien superior to all other liens except general property taxes upon the property so charged and a personal liability of the owner of the property so charged.

SECTION TWENTY-NINE - REPEAL

Upon the effective date of this Ordinance, the following are repealed in their entirety: Ordinance No. 1995-1, and amendments to that Ordinance enacted in 2009, 2017 and 2021. To the extent there is a conflict between any provision of this Ordinance and any provision of a previously-enacted Utility Ordinance that is not expressly repealed by this Ordinance or otherwise addressed in this Ordinance, the provisions of this Ordinance shall apply.

APPENDIX A**FEES AND CHARGES**

AS OF
AUGUST RATE CODE
2026

METER DEPOSIT (RESIDENTIAL)	\$125.00	METER
METER DEPOSIT (COMMERCIAL)	\$250.00	METER
GARBAGE DEPOSIT (GARBAGE CUSTOMERS ONLY)	\$50.00	
DISCONNECTION FEE	\$25.00	DRF
RECONNECT FEE	\$25.00	DRF
NON-SUFFICIENT FUND (NSF) FEE	\$30.00	NSF
PAST DUE PENALTY	\$10.00	PDP
WATER TAP FEE	\$1,080.00	WTAP
SEWER TAP FEE	\$1,200.00	STAP
TRASH BIN REPLACEMENT FEE	\$30.00	
WATER METER FIELD TEST FEE	\$25.00	
WATER METER REPLACEMENT FEE	\$300.00	

**RATES WITHIN VILLAGE LIMITS - WATER, ALL
CUSTOMERS**

METER SIZE (INCHES)

3/4 OR 5/8 (FIRST 1999 GALLONS)	\$31.20	WA
1 (FIRST 1999 GALLONS)	\$34.20	NONE
1.5 (FIRST 1999 GALLONS)	\$37.68	WA1.5
2 (FIRST 1999 GALLONS)	\$43.03	W2"
3 (FIRST 1999 GALLONS)	\$48.95	W3"
4 (FIRST 1999 GALLONS)	\$60.72	W4"
6 (FIRST 1999 GALLONS)	\$72.55	NONE
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$4.37	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$6.68	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	\$7.80	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	\$10.30	
EACH 1,000 GALLONS THEREAFTER (EXCLUDING SCHOOL)	\$13.66	
HYDRANT RATE	\$28.80	HYD
SPRINKLER RATE: FIRST 2,000 GALLONS	\$28.80	WSPR

SPRINKLER RATE: EACH 1,000 GALLONS THEREAFTER

\$12.67

WSPR

RATES OUTSIDE VILLAGE LIMITS

NOTE: RATES ARE 125% OF RATES WITHIN VILLAGE LIMITS

METER SIZE (INCHES)

3/4 OR 5/8 (FIRST 1999 GALLONS)	\$39.01	WA
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$5.46	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$7.72	
EACH 1,000 GALLONS THEREAFTER UP TO 15,000 GALLONS	\$9.76	
EACH 1,000 GALLONS THEREAFTER UP TO 25,000 GALLONS	\$12.88	
EACH 1,000 GALLONS THEREAFTER	\$17.08	

SEWER - ALL CUSTOMERS RESIDENTIAL

WINTER RATES: SEPTEMBER THRU APRIL

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	\$20.07	SWIN
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$2.39	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$2.74	
EACH 1,000 GALLONS THEREAFTER	\$2.96	

SEWER - ALL CUSTOMERS RESIDENTIAL

SUMMER RATES: MAY THRU AUGUST

BASE RATE-FIRST 2,000 GALLONS OF WATER USAGE	\$20.70	SSUM
EACH 1,000 GALLONS THEREAFTER UP TO 5,000 GALLONS	\$1.56	
EACH 1,000 GALLONS THEREAFTER UP TO 8,000 GALLONS	\$1.96	
EACH 1,000 GALLONS THEREAFTER	\$2.03	

TRASH

SENIOR RATE: (TO QUALIFY ALL RESIDENTS OF THE HOUSEHOLD MUST BE 65 YEARS OF AGE OR OVER)

ONE (1) BIN	\$21.90	GBSN
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RESIDENTIAL RATE- IN VILLAGE LIMITS

ONE (1) BIN/PER MONTH	\$28.68	GBRE
EACH ADDITIONAL BIN/PER MONTH	\$24.84	GBRE

RESIDENTIAL RATE - OUTSIDE VILLAGE LIMITS

ONE (1) BIN/PER MONTH	\$43.02	GORE
EACH ADDITIONAL BIN/PER MONTH	\$28.68	GORE

BUSINESS/COMMERCIAL RATE (ONE PICK-UP PER WEEK)

ONE (1) BIN/PER MONTH	\$31.98	GBC2
TWO (2) BINS/PER MONTH	\$41.64	GBC2
EACH ADDITIONAL BIN/PER MONTH	\$27.42	GBC+

BUSINESS/COMMERCIAL RATE (TWO PICK-UPS PER WEEK)

ONE (1) BIN/PER MONTH	\$37.86	GC2P
TWO (2) BINS/PER MONTH	\$54.72	GC2P
EACH ADDITIONAL BIN/PER MONTH	\$28.68	GC2+

GOVERNMENT/SCHOOLS (TWO PICK-UPS PER WEEK)

TEN (10) BINS/PER MONTH	\$320.40	GBGS
EACH ADDITIONAL BIN/PER MONTH	\$28.68	GBGS

ALL WATER/SEWER/TRASH RATES WILL BE ANNUALLY REVIEWED
AND RAISED IF AN INCREASE IS NECESSARY

**ORDINANCE NO. 2026-01
VILLAGE OF MAGDALENA**

APPENDIX B

DEFINITIONS:

EXISTING SERVICE AREA (ESA)

Water - The ESA for water service covers approximately 1 and 1/2 sections of land (approximately 1,000 acres). Specifically, the area includes the S 1/2 Section 22, N 1/2 Section 27, W 1/2 NW 1/4 Section 26, NW 1/4 NW 1/4 SW 1/4 Section 26, all T2S, R4W. An additional corridor which extends approximately one and one half miles east along Highway 60 is in Section 23, T2S, R4W. The majority of the residents are in the S 1/2 Section 22 and the N 1/2 Section 27.

The ground elevation within the present service area ranges from a high of approximately 6730 at the base of the 200,000 storage tank south of the Village to a low of approximately 6410 at the Trujillo well. The users east of the Trujillo well are at a ground elevation of approximately 6370. ESA does not extend to an elevation higher than the base of the 200,000 storage tank south of the Village.

Sewer - The ESA for sewer service is located throughout most of the developed areas of Magdalena, which covers approximately 1 and 1/2 sections (1,000 acres) of land.

Specifically, the service area includes parts or all of the S 1/2 Section 22, the N 1/2 Section 27, the W 1/2 NW 1/4 Section 26, the NW 1/4 NW 1/4 SW 1/4 Section 26, all in Township 2 South, Range 4 West.

Trash - The proposed service area for solid waste "collection will be the Village of Magdalena limits provided the truck can safely reach the collection point. The feasibility of collection will be determined by the Public Works Director.

TRASH & REFUSE COLLECTION AND DISPOSAL

Acceptable Trash - Any trash generated from normal household activities which is placed in a plastic bag for sanitary purposes and is not listed under the description of unacceptable trash is acceptable. Cardboard does not have to be bagged in plastic to be placed in a Village of Magdalena provided trash bin.

Unacceptable Trash - Trash should not exceed weight limit of particular container: 200 pounds for a 90 gallon container and 150 pounds for a 60 gallon container. No tires, batteries, corrosive or flammable items, toxic, medical or hazardous waste (including hypodermic needles), or building materials will be accepted in the trash bins. For information on the disposal of unacceptable trash,

call the Village utility office.

Note: Acceptable and unacceptable trash definitions could change at any time due to mandates imposed on the Village of Magdalena. For the latest information, please contact the Village utility office.

PASSED, APPROVED & ADOPTED by the Village of Magdalena, Board of Trustees on this _____ day of _____, 2026.

APPROVED:

Michael Thompson, Mayor

Attest:

Juanita Puente, Clerk/Treasurer