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Meeting Date: September 25, 2019  
Staff Contact: Kristopher Cadena, Principal Engineer, Utility Development

**TITLE: R-19-19 – Authorizing an Agreement Between the Albuquerque Bernalillo County Water Utility Authority and the Pueblo Los Cerros Homeowners’ Association to Allow a Private Sanitary Sewer Service Connection**

**ACTION: Recommend Approval**

**SUMMARY:**

Pueblo Los Cerros (PLC) is an existing 100 unit condominium community located in the Village of Corrales, outside of the Water Authority’s Adopted Service Area. The development is currently receiving water via a private well and is receiving sanitary sewer service via an onsite private wastewater treatment plant, which provides treated non-potable water to nearby irrigated areas.

PLC would like to abandon the onsite private wastewater treatment plant and obtain sanitary sewer service only from the Water Authority. PLC is seeking sanitary sewer service from the Water Authority as the New Mexico Environment Department (NMED) may not be willing to renew the existing land application permit for the PLC wastewater treatment plant that is deteriorating and near the end of its life. The addition of wastewater flows to the Water Authority’s system through this connection may generate return flow credits, which will be the sole property of the Water Authority.

Sanitary sewer service is contingent on PLC constructing a private sanitary sewer force main from the existing site to a connection with an existing Water Authority manhole located within the City limits. PLC will own, operate and maintain the private force main and dedicate the direct connection infrastructure to the Water Authority.

All services provided within the development will be subject to current Utility Expansion Charges for sanitary sewer.

**FISCAL IMPACT:**

None.

# ALBUQUERQUE BERNALILLO COUNTY WATER UTILITY AUTHORITY

BILL NO. R-19-19

1 **RESOLUTION**

2 **AUTHORIZING AN AGREEMENT BETWEEN THE ALBUQUERQUE BERNALILLO**  
3 **COUNTY WATER UTILITY AUTHORITY AND THE PUEBLO LOS CERROS**  
4 **HOMEOWNERS' ASSOCIATION TO ALLOW A PRIVATE SANITARY SEWER**  
5 **SERVICE CONNECTION**

6 WHEREAS, The Property, Pueblo Los Cerros, is an existing development  
7 consisting of approximately 40 acres zoned for residential use on the west side of Loma  
8 Larga Rd. approximately 560 feet north of the Bernalillo County line in Sandoval County  
9 in the Village of Corrales ("Village"). The Property was developed in the 1980's as a  
10 condominium community of 100 units; and,

11 WHEREAS, Pueblo Los Cerros is located outside of the Water Authority's  
12 currently adopted Water Service Area; and,

13 WHEREAS, Pueblo Los Cerros is currently providing itself sanitary sewer service  
14 via an onsite private wastewater treatment plant which the Developer, the Pueblo Los  
15 Cerros Homeowners Association ("PLC"), would like to abandon and, instead, connect  
16 through a private force main to the Water Authority's sanitary sewer system; and,

17 WHEREAS, the Water Authority's Water and Wastewater System Expansion  
18 Ordinance requires that new service developed outside the Water Authority's service  
19 area will: incur no net expense to the Water Authority; be facilitated by a Board  
20 approved development agreement; and, be subject to provisions of relevant updated  
21 planning documents as approved by the City and/or County.

22 **BE IT RESOLVED BY THE WATER AUTHORITY:**

23 Section 1. PLC will obtain all permits, assurances, and approvals from the Water  
24 Authority, the Village of Corrales and the City of Albuquerque development/design  
25 review process. Construction of the private force main and connection infrastructure  
26 necessary to the provision of wastewater service to the Property shall be solely the  
27 responsibility of the Developer in conformance with the plans approved by the Water

1 Authority and all applicable plans, specifications, requirements, and standards of the  
2 Water Authority.

3 Section 2. The provision of wastewater service to the Property and the  
4 expansion of the Water Authority sanitary sewer system shall incur no net expense to  
5 the Water Authority or current ratepayers and shall be subject to Utility Expansion and  
6 Water Supply Charges current at the time of connection and as updated from time to  
7 time.

8 Section 3. The provision of wastewater service to the Property shall be  
9 contingent upon the Developer properly constructing, operating, maintaining and  
10 improving the necessary private infrastructure to establish and maintain a viable  
11 connection with the existing Water Authority sanitary sewer system and paying any  
12 applicable rates in the Water Authority's Water and Sewer Rate Ordinance. The Water  
13 Authority shall have exclusive right to claim any return flow credits which the State  
14 Engineer may authorize as a result of wastewater flows from the Property.

15 Section 4. PLC will be responsible for close coordination of the project with the  
16 Water Authority during the design and construction phases, including the review of the  
17 design details during the design process, and the approval of specifications and  
18 contract documents.

19 Section 5. The Executive Director is authorized to enter into an Agreement with  
20 PLC consistent with this Resolution and Water Authority Ordinances for the provision of  
21 sanitary sewer service to the Property.

**DEVELOPMENT AGREEMENT  
PUEBLO LOS CERROS HOMEOWNERS ASSOCIATION**

**Albuquerque Bernalillo County Water Utility Authority**, a New Mexico political subdivision, (“Water Authority”) and **PUEBLO LOS CERROS HOMEOWNERS ASSOCIATION (PLC)**, a New Mexico non profit corporation, (“Developer”) (together, “Parties”), agree as follows:

**1. Recitals**

- A.** PLC is the “Developer” and owner of certain real property located in Sandoval County (collectively, the “Property”). The Property is more particularly described and shown on **Exhibit A** attached hereto and incorporated herein by reference. The Property is an existing condominium community consisting of 100 units located in the Village of Corrales (“Village”). The Property is located outside of the Water Authority’s currently adopted Water Service Area.
- B.** In a letter from the Village dated February 12, 2019, the Village indicated that it is in agreement with the proposed private force main within its public right-of-way and intends to finalize the use agreement between the Village and PLC. This letter is attached hereto and incorporated herein by reference as **Exhibit B**. PLC is also responsible for obtaining approval from the City of Albuquerque to the extent any of the proposed private force main is within the City of Albuquerque public right-of-way.
- C.** The Property is described as shown in **Exhibit C**.
- D.** The Property is seeking sanitary sewer service only and not water service. The Property is currently provided sanitary sewer service via an onsite private wastewater treatment plant which provides treated non-potable water to nearby irrigated areas. PLC would like to abandon the onsite private wastewater treatment plan and obtain only sanitary sewer service from the Water Authority. Sanitary sewer service is desired by PLC as the New Mexico Environmental Department may not be willing to renew the existing land application permit for the PLC wastewater treatment plant. The existing wastewater treatment plant is deteriorating and is near the end of its life. Any and all return flow credits generated by the Water Authority’s provision of sanitary sewer service to the Developer will be used by the Water Authority in its sole discretion.
- E.** The Property currently has water service via an internal private water system with sufficient water rights, therefore PLC is not seeking water service from the Water Authority.

- F.** The Parties desire to agree upon terms and conditions pursuant to which the Water Authority will provide only sanitary sewer service to the Property. As a condition of such service, the Developer shall construct, or cause to be constructed, an extension of a private sanitary sewer force main and other necessary private infrastructure improvements (collectively, “Private Facility Improvements”) under all applicable plans, specifications, requirements, and standards of the Water Authority. The Serviceability Letter for the Property reflecting necessary Private Facility Improvements referred to in this Agreement is attached hereto as **Exhibit D** and incorporated herein by reference and made a term of this Agreement.
- G.** The Private Facility Improvements shall connect to the Water Authority’s public sanitary sewer system at Manhole A14622 at the intersection of Ellison Dr. and NM 528 (collectively, the “Connection”). See **Exhibit E** for location of the Connection.
- H.** The Private Facility Improvements referenced in this Agreement are not considered Master Plan improvements by the Water Authority. As such, reimbursement of construction costs associated with their construction will not be available through water and sewer UEC (defined below in Section 3.B) reimbursements.

## **2. Design and Construction of the Facility Improvements**

- A.** The Developer will cause definitive designs and plans of the Private Facility Improvements to be produced which will include estimates of all costs and expenses. The Developer will not connect the Private Facility Improvements to the existing sanitary sewer line at the Connection within the City of Albuquerque (“City”) public right-of-way or within public easements until the Water Authority and the City has approved the Private Facility Improvements. The Developer will obtain all necessary permits, assurances, and approvals from the Water Authority, City and Village, and the Developer will deliver a copy of such permits, assurances, and approvals to the Water Authority prior to the start of construction. Construction will be handled through the City work order process.
- B.** The Developer will complete, or cause to be completed, construction of the Private Facility Improvements as approved by the City of Albuquerque Design Review Committee, the Village and the Water Authority, and in conformance with all applicable plans, specifications, and standards of the City and the Water Authority.
- C.** The Water Authority shall provide service to the Property only after the Water Authority has approved the Private Facility Improvements. The Private Facility Improvements, except that portion consisting of the Connection to the

Water Authority infrastructure as shown in Exhibit E, shall remain property of the Developer and shall be constructed, owned, operated, maintained and improved solely by the Developer. The Water Authority shall accept, operate and maintain only the portion of the infrastructure consisting of the Connection after the Developer conveys the Connection, at no expense to the Water Authority, together with all real and personal property rights which the Water Authority deems reasonably necessary which shall be free and clear of all claims, encumbrances and liens for the construction, operation and maintenance. The provisions of this Agreement constitute covenants running with the referenced Property for the benefit of the Water Authority and its successors and assigns until terminated, and are binding on the Developer and their heirs, successors and assigns.

- D.** PLC is a licensed utility with NMED and shall be integrated into NM811 and be responsible for line locations as required for the Private Facility Improvements.
- E.** The contractor's one (1) year warranty period shall commence upon final project acceptance by the Water Authority or the City of the Connection. The Developer shall be responsible for conducting an 11 month warranty inspection of the Connection. Developer shall be solely responsible for correcting any deficiencies found during the inspection to the satisfaction of the Water Authority.
- F.** The Developer will be responsible for close coordination of the project with the Water Authority during the design and construction phases, including review of design details, during the design process, and the approval of specifications and contract documents. The Water Authority will review and approve in a timely manner the design plans for construction and estimated cost, to ensure the designs meet Water Authority standards and follow the guidance provided in the City's Development Process Manual ("DPM") and/or applicable Water Authority Design Manuals.
- G.** To the extent relevant and applicable and to the extent there is no conflict with the terms of this Agreement, the usual procedures and documentation, including the Procedure "B", as defined in the Subdivision Ordinance and the DPM of the City, will be followed and used for the Facility Improvements.

### **3. Service**

- A.** The Developer shall comply with the Water Authority's Water and Sewer System Expansion Ordinance, as amended from time to time.
- B.** The Developer or its successor shall pay Utility Expansion Charges (UEC) at the rates that are imposed at the time of a service connection and other

applicable rates and fees as provided in the Water Authority's Water and Sewer Rate Ordinance, as amended from time to time.

- C. As long as the Water Authority receives and treats wastewater flows from the Connection, the Water Authority shall have the exclusive right to claim any return flow credits which the State Engineer may authorize as a result of those wastewater flows.
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- 4. **Termination.** If construction of the Private Facility Improvements by the Developer has not been completed and approved by the Water Authority within seven years of the effective date of this Agreement, this Agreement shall automatically terminate, and the Water Authority and the Developer shall have no further rights, obligations, or liabilities with respect to this Agreement, unless otherwise agreed in writing.
  - 5. **Water for Construction.** During the construction of the Facility Improvements, the Developer agrees to utilize alternative methods as approved by the City of Albuquerque's Air Quality Division for dust abatement and control including compost from the Water Authority, if economically feasible. The Developers may purchase water for construction from the Water Authority from the nearest approved fire hydrant in accordance with the Water Authority's Water and Sewer Rate Ordinance. Water purchased from the Water Authority shall be used only for construction.
  - 6. **Indemnification.** The Developer shall be solely responsible for the construction, condition, operation and maintenance of all the Private Facility Improvements and the premises upon which the Private Facility Improvements are constructed except that the Water Authority will become responsible for the Connection upon its acceptance by the Water Authority. The Developer agrees to indemnify and hold harmless the Water Authority and its officials, agents, and employees from and against all suits, actions or claims of any character brought because of any injury or damage arising out of the design, construction, operation and maintenance of the Private Facility Improvements, or by reason of any act or omission, or misconduct of the Developer, its agents, employees or the Engineer or Contractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico. The indemnification by the Developer herein does not extend to the negligent acts of the Water Authority.
  - 7. **Representations and Warranties of Developer.** The Developer represents and warrants that:
    - A. Developer is a validly existing nonprofit corporation of New Mexico under the laws of the State of New Mexico.
    - B. Developer has all the requisite power and authority to enter into this Agreement and bind the Developer under the terms of the Agreement; and

C. The undersigned officer of the Developer is fully authorized to execute this Agreement on behalf of the Developer.

- 8. Notices.** Any notice to be given under this Agreement will be in writing and will be deemed to have been given when deposited with the United States Postal Service, postage prepaid and addressed as follows:

If to the Water Authority:

Mark S. Sanchez  
Executive Director  
Albuquerque Bernalillo County  
Water Utility Authority  
One Civic Plaza, Room 5012  
Albuquerque, New Mexico 87102

If to Developer:

Pueblo Los Cerros Homeowners Association  
Attn: Mr. Chuck Stabenow, President  
Address: 4 Acoma Trail  
Corrales, NM 87048

- 9. Assignment.** This Agreement will not be assigned without the prior written consent of the Water Authority and the Developer. If so assigned, this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 10. Miscellaneous.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New Mexico. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of the Agreement. This Agreement binds and benefits the Water Authority and their successors, assigns, and transferees and the Developer and their successors, assigns and transferees. Time is of the essence of each term of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be void, invalid, illegal, or unenforceable, that portion will be severed from this Agreement and the remaining parts will remain in full force as though the invalid, illegal, or unenforceable portion had never been a part of this Agreement.
- 11. Integration; Interpretation.** This Agreement contains or expressly incorporates by reference the entire agreement of the parties with respect to the matters contemplated by this Agreement and supersedes all prior negotiations. This Agreement may only be modified in writing executed by both parties.





This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by Mark S. Sanchez, Executive Director of the Albuquerque Bernalillo County Water Utility Authority, a New Mexico political subdivision.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



# Exhibit A







JO ANNE D. ROAKE  
MAYOR

Exhibit B

PHONE (505) 897-0502  
4324 CORRALES ROAD  
CORRALES, NEW MEXICO 87048

# VILLAGE OF CORRALES

FAX (505) 897-7217  
EMAIL: [sderr@corrales-nm.org](mailto:sderr@corrales-nm.org)  
WEBSITE: [www.corrales-nm.org](http://www.corrales-nm.org)

February 12, 2019

Mr. Chuck Stabenow  
Pueblo Los Cerros Home Owners Association  
1 Camino Los Cerros  
Corrales, NM 87048

Dear Mr. Stabenow,

The Village of Corrales has reviewed the materials provided with regard to the installation of a new waste management system that will require access to our right of way along Loma Larga. Our intent is to finalize the use agreement between the Village and the HOA to authorize going forward with this project and to allow access to the Village right of way.

In that regard, you may consider this letter as our agreement that this project should move forward.

As soon as we have completed the property descriptions of the right of way that will be accessed, we will send you a first draft for your review.

In the meantime, if you need anything further from the Village, please let me know.

Warm regards,

Suanne Derr  
Administrator

CC: Michael Chavez, Public Works  
Janet Cunningham-Stephens  
Charles V. Garcia

PAT CLAUSER  
COUNCILOR

DAVID DORNBURG  
COUNCILOR

KEVIN LUCERO  
COUNCILOR

MEL KNIGHT  
COUNCILOR

GEORGE WRIGHT  
COUNCILOR

JAMES F. FAHEY  
COUNCILOR

**EXHIBIT "A"**  
Legal Description

A certain condominium unit located in Sandoval County, New Mexico, more particularly described as Unit No. D-4 of PUEBLO LOS CERROS CONDOMINIUM (formerly Browood, a Residential Cluster Housing Community), as shown in the Second Restated Declaration of Condominium Ownership and of Easements, Covenants, and Restrictions recorded January 13, 1994 in Book Misc. 303, pages 922-940 and adopted by that Certificate of Adoption recorded May 28, 1998 in Book 401, Page 36564, of the records of Sandoval County, New Mexico, within a certain parcel of land situate within Section 32, T12N, R3E, N.M.P.M., Sandoval County, New Mexico, being identified as a portion of the Westerly extension of Tracts 3-b and 4-b, lying West of the Corrales Main Canal as the same is shown and designated on the Middle Rio Grande Conservancy District Property Map No. 17 and being more particularly described by metes and bounds as follows:

Beginning at a point on the North line of said Tract 3-b and the Northwest corner of the parcel herein described, whence the North one-quarter section corner of Section 4, T11N, R3E, N.M.P.M., bears S. 77 deg. 40' 56" E., a distance of 6010.78 feet;

Thence S. 25 deg. 32' 30" W., a distance of 125.00 feet to a point;

Thence S. 00 deg. 35' 42" E., a distance of 91.29 feet to a point on curve;

Thence Southwesterly, a distance of 64.29 feet along arc of a curve bearing to the left (said arc having a radius of 605.00 feet and a chord which bears S. 88 deg. 21' 35" W., a distance of 64.26 feet) to a point of tangency;

Thence S. 83 deg. 19' 00" W., a distance of 80.89 feet to a point of curvature;

Thence Northwesterly, a distance of 79.16 feet along the arc of a curve bearing to the right (said arc having a radius of 403.96 feet and a chord which bears N. 68 deg. 52' 10" W., a distance of 79.04 feet) to a point on curve;

Thence S. 25 deg. 34' 30" W., a distance of 103.79 feet to a point on the Southerly line of said Tract 4-b;

Thence N. 64 deg. 25' 30" W., a distance of 503.00 feet along said Southerly line of Tract 4-b to a point;

Thence N. 15 deg. 48' 58" W., a distance of 164.15 feet to a point on curve;

Thence Northeasterly, a distance of 179.51 feet along the arc of a curve bearing to the left (said arc having radius of 465.00 feet and a chord which bears N. 69 deg. 42' 43" E., a distance of 178.40 feet) to a point of tangency;

Thence N. 58 deg. 39' 08" E., a distance of 114.61 feet to a point of curvature;

Thence Northeasterly, a distance of 143.04 feet along the arc of a curve bearing to the right (said arc having radius of 135.00 feet and a chord which bears N. 87 deg. 05' 49" E., a distance of 128.60 feet) to a point on curve;

Thence N. 25 deg. 32' 30" E., a distance of 31.00 feet to a point on said Northerly line of Tract 3-b;

Thence S. 64 deg. 27' 30" E., a distance of 611.99 feet along said Northerly line of Tract 3-b to the Northeast corner and point of beginning of the parcel herein described

TOGETHER WITH an undivided interest of 1.70% in the common areas and facilities of PUEBLO LOS CERROS CONDOMINIUM (formerly Browood, a Residential Cluster Housing Community), as shown in the Second Restated Declaration of Condominium Ownership and of Easements, Covenants, and Restrictions recorded January 13, 1994 in Book Misc. 303, pages 922-940 and adopted by that Certificate of Adoption recorded May 28, 1998 in Book 401, Page 36564, of the records of Sandoval County, New Mexico.

May 21, 2019

**Chair**

Debbie O'Malley  
County of Bernalillo  
Commissioner, District 1

**Vice Chair**

Klarissa J. Peña  
City of Albuquerque  
Councilor, District 3

Maggie Hart Stebbins  
County of Bernalillo  
Commissioner, District 3

Trudy E. Jones  
City of Albuquerque  
Councilor, District 8

Timothy M. Keller  
City of Albuquerque  
Mayor

Steven Michael Quezada  
County of Bernalillo  
Commissioner, District 2

Ken Sanchez  
City of Albuquerque  
Councilor, District 1

*Ex-Officio Member*  
Pablo R. Rael  
Village of Los Ranchos  
Board Trustee

*Executive Director*  
Mark S. Sanchez

*Website*  
[www.abcwua.org](http://www.abcwua.org)

Edward J. Losinski, P.E.  
JEL & Associates, LLC  
P.O. Box 3180  
Corrales, New Mexico 87048

**RE: Water and Sanitary Sewer Serviceability Letter #190310  
Pueblo Los Cerros Force Main  
1 Camino Los Cerros, Village of Corrales  
North of A-14**

Dear Mr. Losinski P.E.:

**Project Description:** The subject site (Pueblo Los Cerros) is located at 1 Camino Los Cerros in the Village of Corrales within Sandoval County. The property is located on the west side of Loma Larga Rd. approximately 560 feet north of the Bernalillo County line. The existing development consists of approximately 40 acres and is currently zoned for residential use. Pueblo Los Cerros is an existing condominium community consisting of 100 units that was built in the 1980's.

The property is currently being served for sanitary sewer via an onsite private wastewater treatment plant which provides treated non-potable water to nearby irrigated areas. Pueblo Los Cerros would like to abandon the onsite private wastewater treatment plant and obtain sanitary sewer service from the Water Authority. The request is being made as the New Mexico Environmental Department may not be willing to renew the existing land application permit for Pueblo Los Cerros wastewater treatment plant. The existing wastewater treatment plant is deteriorating and is near the end of its life.

The property currently has water service via an internal private water system with sufficient water rights.

**Development Agreement:** Pursuant to the System Expansion Ordinance, this property is outside of the Water Authority service area and the Water Authority Board must approve a Development Agreement to serve this property and establish requirements as a condition of service. Contact Utility Development in regards to Development Agreements.

In addition to the above mentioned development agreement, Pueblo Los Cerros would need to obtain approval from the Village of Corrales as well as the City of Albuquerque for installation of private infrastructure within the public right-of-way.

**Existing Conditions:** Water infrastructure in the area consists of the following:

- 12 inch PVC distribution main (project #26-2649-87) along Calle Cuervo Rd.
- Eight inch PVC/steel distribution main (project #26-2649-87/07-002-75) along Ellison Dr.
- 12 inch PVC distribution main (project #26-4193.94-97/26-3879-90) along NM 528

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-2649-87) along Calle Cuervo Rd. which terminates just north of the intersection with Ellison Dr.
- 18 inch AC Interceptor line (project #07-007-80) along NM 528 at the intersection with Ellison Dr.



**Water Service:** New metered water service and fire protection to the property was not considered as the site is currently utilizing a private on site water system and will continue to do so.

**Sanitary Sewer Service:** Sanitary sewer service is contingent upon a developer funded project to extend a private sanitary sewer force main from the subject site to the interceptor along NM 528. The private force main shall have an alignment along Loma Largo Rd., Calle Cuervo Rd., and Ellison Dr., ultimately connecting to the interceptor manhole (manhole A14622) at the intersection of Ellison Dr. and NM 528. This connection point is approximately 5,000 feet south of the existing private wastewater treatment plant which serves Pueblo Los Cerros.

The proposed private force main shall be owned and operated by Pueblo Los Cerros. It is understood that the United States Department of Agriculture loan that Pueblo Los Cerros is receiving for the proposed private sanitary sewer line requires that the line be solely used by Pueblo Los Cerros.

The return flow credits will be used by the Water Authority.

**Easements:** Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

**Pro Rata:** As described in this statement, the extension of private sanitary sewer lines will be ineligible for partial reimbursement through the Water Authority Pro Rata process.

**Design and Construction** of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the City of Albuquerque via the Work Order process. Since the private sanitary sewer line is proposed to be within the City's public right-of-way, the developer is responsible for the coordination with the City to determine if the proposed improvement is acceptable by the City and obtain all necessary approvals.

The developer shall also be responsible for coordination with the Village of Los Ranchos regarding Loma Larga Rd. The Water Authority indicated in a letter dated 10/12/17 that it will not proceed with any planning efforts for the proposed private sanitary sewer until the Village of Corrales has an agreement in place with Pueblo Los Cerros. In a letter dated 2/12/19 from the Village of Corrales, the Village of Corrales indicated that the letter serves as the agreement and that the proposed private force main can move forward. The developer is responsible for obtaining all necessary approvals from the Village of Corrales.

It is understood that the proposed private sanitary sewer may cross certain facilities owned by the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA). The developer is responsible for coordination with AMAFCA and obtaining all necessary approvals.

Designs must be by a licensed, New Mexico registered professional engineer. Construction must be by a licensed, bonded, public utility contractor.

**Costs and Fees:** In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC)

payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

The proposed private sanitary sewer may require the payment of a facility fee for its proportional share of a future wastewater treatment plant that is planned downstream of the proposed connection. The Water and Wastewater System Expansion Ordinance Policy No. 14 – "Lines outside the service area" requires that development is assessed the full cost of all project facilities and its proportionate share of the full cost of areawide facilities. This assessment will be discussed in the development agreement.

**Closure:** This serviceability letter does not provide a commitment from the Water Authority to provide services to the development. It only provides details of infrastructure that is available and potential precursors for the proposed development. For service to be provided, a Board approved development agreement must be supplemented by this serviceability letter. The serviceability letter will remain in effect for a period of one year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at [kcadena@abcwua.org](mailto:kcadena@abcwua.org) if you have questions regarding the information presented herein or need additional information.

Sincerely,

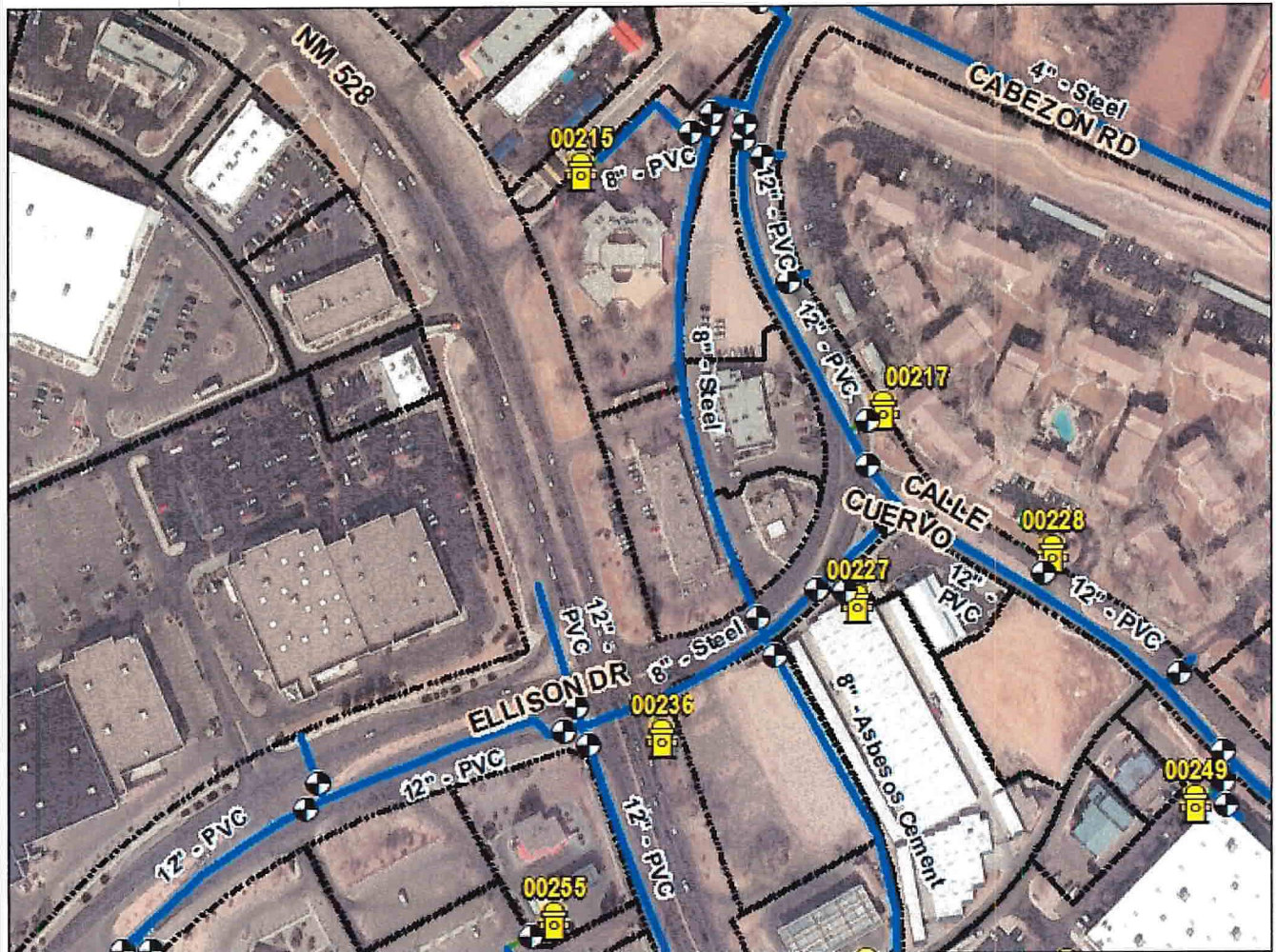


Mark S. Sanchez  
Executive Director



Enclosures: Infrastructure Maps (2)  
f/ Serviceability Letter 190310



# 190310 - Water



## Legend

-  Valve
-  Hydrant

## Pipe

### SUBTYPE

-  Distribution Line
-  Hydrant Leg
-  Project Location

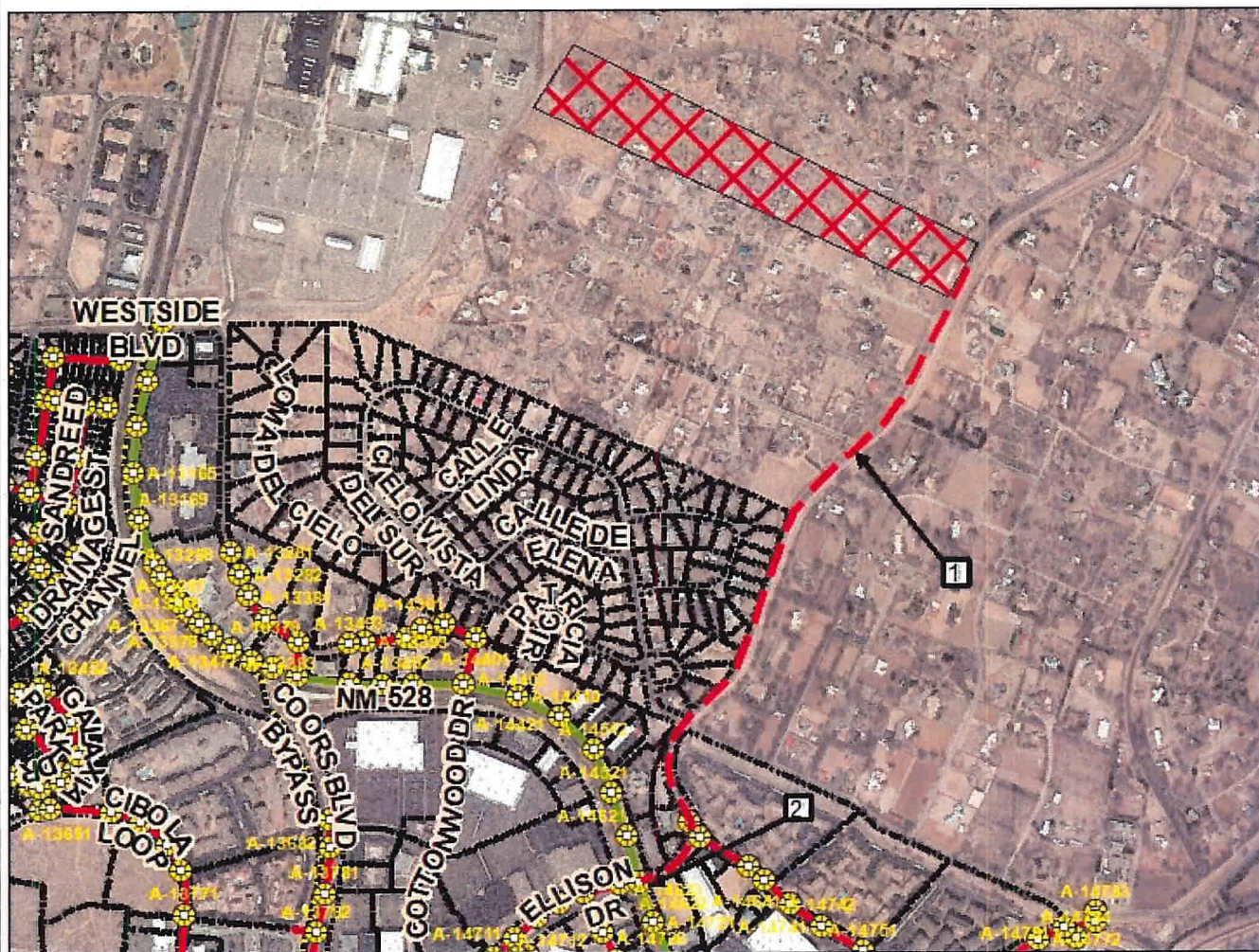
0 487.5 975 Feet



Water Utility  
Authority



## 190310 - Sanitary Sewer 1



### Legend

- 
- Sewer Manhole

## Sewer Pipe SUBTYPE

-  COLLECTOR  
 FORCE MAIN  
 INTERCEPTOR  
 Project Location

0 2,050 4,100 Feet



 --- General Map Keyed Notes

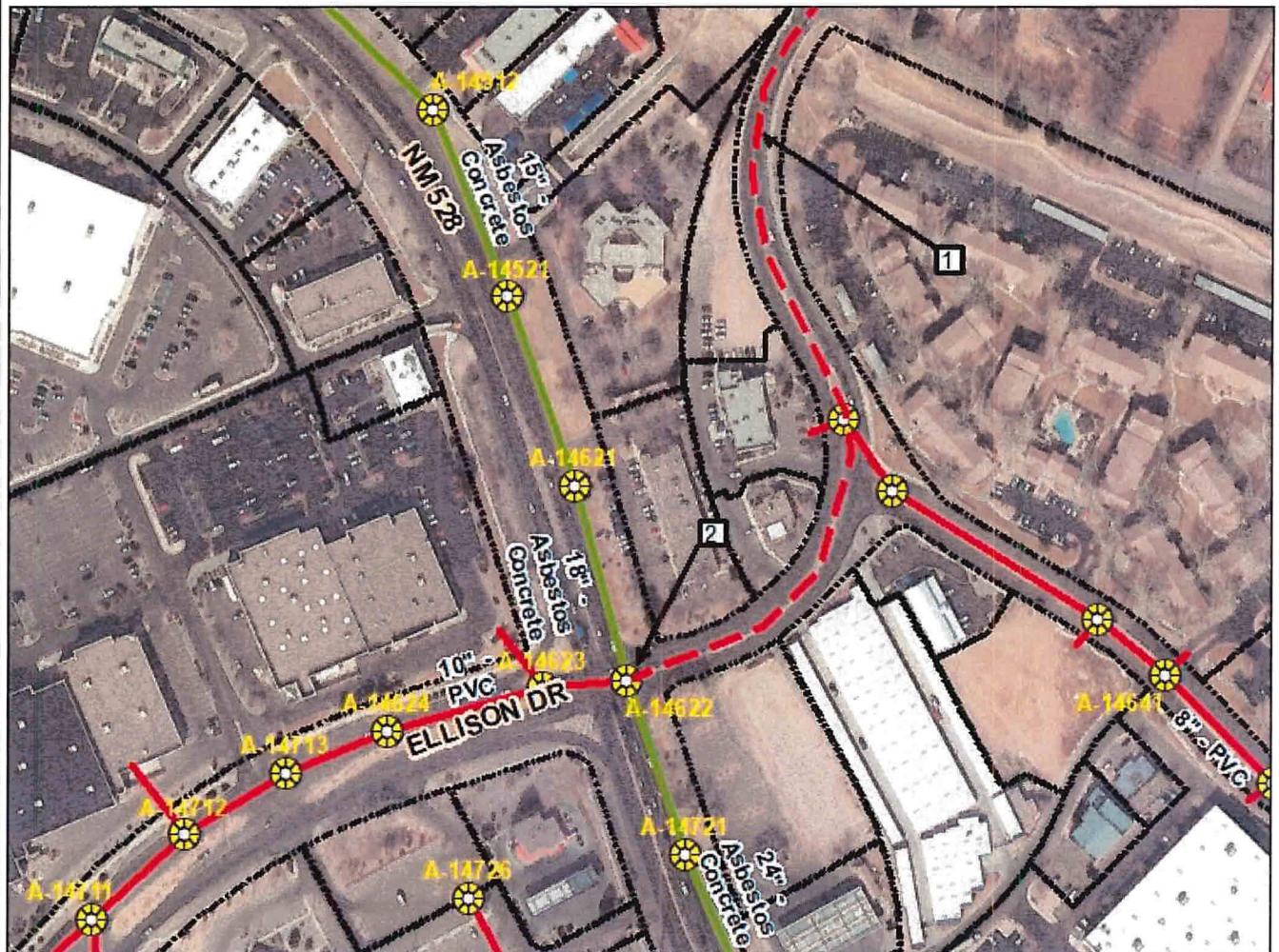
1. -- Private Force Main ---  
2. -- Connection to manhole A-14622



**Water Utility  
Authority**





## 190310 - Sanitary Sewer 2



### Legend

 Sewer Manhole

### Sewer Pipe SUBTYPE

 COLLECTOR  
 INTERCEPTOR

0 487.5 975 Feet

 --- General Map Keyed Notes

1. --- Private Force Main   
2. --- Connection to manhole A-14622



# Exhibit E

