

**REPORT OUT**

From the **Aguas del Norte Alliance Meeting #8 on Friday 15 November 2024**

Prepared by

The Southwest Environmental Finance Center  
Center for Water and the Environment  
at The University of New Mexico

27 November 2024

**Contributors**

*Regional Resiliency Team  
New Mexico Environment Department  
Drinking Water Bureau*

*RCAC / Community & Environmental Services*

*New Mexico Rural Water Association*

## Introduction

Thank you, all, for joining us for the Aguas del Norte Alliance meeting #8 on Friday 15 November 2024. We appreciate the use of the Chamita Community Center for yet another meeting, and the delicious snacks, lunch, and beverages! 8 people, representing 7 water systems, attended the meeting on the 15<sup>th</sup> of November. Representatives from SWEFC, NMED Regional Resiliency Team, RCAC, and NM RWA were also in attendance. Thank you, everyone who was able to attend, for making the time to join us. For those of you who could not attend, please read through this report for key takeaways, and information about the next meeting (Friday 13 December 2024).

This report is meant to present to all Aguas del Norte Alliance members the main takeaways from the meeting on the 27<sup>th</sup> of September. This report is comprised on the following:

1. Meeting #8 agenda
2. Notes from the meeting [joni palmer, SWEFC]
3. Blanca's PostIt Notes
4. Regulatory Calendar [Ramon, RCAC]
5. NMWARN Agreement [Bill, NMRWA]
6. Materials from Andrew Hautzinger, Water Resource Professional IV, NM Environment Department, Water Protection Division | e: [Andrew.Hautzinger@env.nm.gov](mailto:Andrew.Hautzinger@env.nm.gov)
7. Next meeting flyer

**Please let me know if you have any questions!**

Best,



joni m palmer, Ph.D.

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[Water, Wastewater, and Stormwater Assistance Program: Helping Systems and Tribes Access BIL Funding in Region 6](#)

[Aguas del Norte Water Alliance](#) If you have any questions, please contact me!

## 1. AGENDA

### AGUAS DEL NORTE WATER ALLIANCE

Friday, November 15, 2024

10 am – 12 pm

Chamita Community Center

42 CR 56A, Ohkay Owingeh, NM 87566

1. Define Who is “Aguas del Norte Water Alliance”
  - a. How about the “Rio Arriba Regional Association of Water Users?”
2. Develop Recruitment Process
3. Does the following Mission statement define us?

An Alliance of independent and autonomous mutual domestic water consumer associations who seek to develop a collaborative network structure and the necessary infrastructure improvements to sustain the health of our communities, water table, and water shed for current and future generations.



## 2. MEETING NOTES [joni palmer]

### MEETING NOTES: AGUAS DEL NORTE ALLIANCE Meeting #8 Friday 15 November @ Chamita Community Center from 10 am – Noon

#### Welcome and Introductions (attendance 7 community water systems)

Ramon

- ~40 community water systems in Rio Arriba Cty = highest density of in state
- Large county = how to collaborate across these distances
- These 7 are consistent participants in this conversation
  1. El Rito Regional
  2. Chamita
  3. Acoalde
  4. Agua Sana
  5. Vallecitos
  6. Barranco
  7. Abiquiu
- What is our mission?
- NM Office of the State Engineer: <https://www.ose.nm.gov>
  - Map from state engineer = community water system service areas
- Regionalization is not always about interconnecting (pipes) re: resilience, emergency purposes for water; also: Administrative: management of systems under one entity/umbrella
- MOU or MOA = admin document that helps us collaborate but only takes us so far.

#### Who/what is Aguas del Norte? Asking the systems what AdNA should be.

- Define roles
- Define [a] region
  - Should we start with you 7 (= neighbors => focus on a subregion of Rio Arriba Cty) and the rest can follow your lead?
  - Do we send out individual invitations to systems that are neighboring systems once we get started?
  - You would start a board with 3-4 people stepping forward as leadership and we would help you
  - Do we charge a membership fee?

Jennifer | Bottom Line: **this has to make it easier for us!!**

Ramon | **Spectrum and timeline** for getting to a place where things are easier, economically viable, economies of scale as a group, succession planning, source water protection, water rights, etc. = creating systems that continue into the future

Melanie | **How do we change the volunteer model to something more like a business model?**

→ Andrew: Volunteer work is on its way out, so we need to think about how to get ahead of the game

Q: Where do you all want to get to? **Process to get to the type of entity you want.**

**OPTIONS**

- Regional water authority
- Information Sharing
- TA Center / Training hub = building local capacity within your community
- Join WARN
- Fundable entity
- Informal mutual aid

PROCESS is important = systems getting to know each other and what is needed; and also RCAC, NMRWA, SWEFC, NMED, etc.

**Q: Who will organize the meetings if we form an entity?** At this particular moment in time, we (SWEFC etc.) do this but want you all to take leadership roles/local coordination

Joseph | What about the **folks further north?**

Bill | join **WARN** [which is membership agreement = spells out your role, what you agree to do with/for each other]

- Non-binding
- Underutilized resource!
- 30 or so members around the state

Blanca | **Taos MOU = ways to collaborate**

- Subgroup of Taos Cty
- Formed an informal alliance that focused on information sharing

Ramon | **Water Leadership Institute** = meetings to share information

<https://www.rcac.org/community-economic-development/leadership-development/water-leadership-institute/>

- Curriculum-driven = based on the things you do everyday
- Will start in 2025
- Augment these meetings

Jennifer | **Re-assuring to be part of a network!**

- What has kept us coming back is the need to learn from each other
- Institutional knowledge is important = need a place to go
- NMRW circuit riders are a huge help

Ramon | **Asset mapping: what assets do you have?**

→ joni: we have done some of this work in previous meetings but do need a more robust mapping exercise.

Jennifer | **What we need**

- personnel/technical: operators
- training for technical folks and board
- institutional knowledge = to share with each other and for any newcomer

- administrative support: reporting, deadlines and requirements
- manual on how to run a mutual domestic
- board bible
- funding
- communication:
  - emails have been helpful
  - keep webpage going: <https://swefc.unm.edu/home/aguas-del-norte-alliance/>

**Need to define our roles** – each system’s roles in AdNA  
 Systems need to trust each other  
 Take the best of each of the systems and combine

**Meeting with legislature** = make a plan  
 → Need respect and a voice at state level

**We are each advocates** = we need to advocate for ourselves  
 → Gaining political capital!  
 How do we ask the state to support regionalization more?  
 What RCAC can do: is go to state with unified voice of systems

**Leveraging funding**

- Identify challenges and then prioritize
- Apply for money as a group, then use it for most pressing needs first

**Capital Outlay is a different thing** → How to use it well?

Jennifer: Name of this group?

This group of 7 are the dedicated systems ... so, del Norte is not appropriate

- Define ourselves as a smaller group with a smaller geographic area
- But still open to inviting folks in the region

**How do we tell our story?** So that we can talk with politicians, etc. about what we need.

**NEXT STEPS**

- Do we want to move forward with training hub and info sharing? Or start working as an organization/entity that focuses on funding? or ...
- Next meeting date and agenda: FRIDAY 13 DECEMBER 2024

Next meeting agenda:

1. Information sharing
2. Name of group/entity. Do we keep Aguas del Norte Alliance?
3. What is this group/entity for? e.g., Fundable entity: how are they organized

Talk about examples:

- And stay autonomous e.g. mora = umbrella org of systems
- Taos: 15 orgs meet monthly with 3 committees (funding, compliance, xxx)
- Regional water authority = bigger and structured business model

- Need MOU when going after funding bc not a fundable entity
  - Informal mutual aid
3. Next steps toward implementation
  4. Wrap-up and next meeting location (10 January 2025)

**MEETINGS December 2024 – June 2025**

2<sup>nd</sup> Friday of the month

F 13 Dec at Chamita 10 am – 1 pm = a working meeting / info sharing at beginning

F 10 January: location TBD

F 14 Feb: location TBD

F 14 March: location TBD

F 11 April: location TBD

F 9 May: location TBD

F 13 June: location TBD

### **3. BLANCA'S POSTIT NOTES**



## Who is here

☐ El Rito Regional

☐ Chamita

☐ Alcalde

☐ Agua Sana \* backhoe

☐ Vallecitos

☐ Barranero \* newsletter  
at christmas  
time

☐ Abiquiu \* backhoe

"What keeps us coming back  
is the need for information"

## Who are neighbors?

• Oso Colorado

• La Madera

• El Rito Canyon

• Canyon  
Plaza

• ~~Cañones~~

• Ancones

• Duranes

# Define Ourselves

\* Focus on a SubRegion  
of Rio Arriba County

\* It has to make things  
easier on us.

\* Information sharing

\* Need an organizer of our group  
a local coordinator -

\* Technical Assistance Center TAC

- Join WARN - Expand to usage of  
Equipment & TOOLS

- utilize TAPs

\* Needs -

Operators

Board Training & Sampling Procedures

Institutional Knowledge

Instructions on How TOs

Central Administrative Support that's central  
Cooperative Funding

# Define Ourselves

P.2

- A better public image and more collective bargaining power
- Define who I am as a member of this group
- We will do more as a group
- Regionalization between 2 El Ritos  
El Rito Cañon + El Rito Regional

Who → Business Model

① \*Fundable entity

\*Informal - Mutual Aid

② How - they are organized - SBI / MOURA

③ Next Steps toward implement.

12/13 Agenda Next meeting

- name agreement ✓
- Review entities & examples
- Discuss entity for us
- Next Steps -

#### **4. REGULATORY CALENDAR [Ramon, RCAC]**

# January 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		<b>31</b> New Years Eve	<b>1</b> Read Well Meter New Year's Day	2	3 Check for changes in tax rate	4
5	6	<b>7</b> OMA Resolution Due.	8	<b>9</b> Verify annual report due date to Secretary of State.	10	11
12	13	<b>14</b> Take Required Samples	15	16	17	18
19	<b>20</b> MLK Jr. Day	21	22	23	<b>24</b> Pay GRT and WCF	25
26	27	28	29	30	<b>31</b> DFA Q4 Due and Final Annual Budget	

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ **January 7th: Adoption of Annual Open Meetings Act Resolution by board**
- ➔ **January 9th:** Check Tax and Rev webpage for any changes to Gross Receipt Tax or Water Conservation Fee.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.
- ➔ **January 31st: Submit second quarter budget report for State Fiscal Year or fourth quarter report for Calendar Fiscal Year to DFA.**


# February 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
						<b>1</b> Read Well Meter
2	3	4	5	6	7	8
9	10	<b>11</b> Take Required Samples	12	13	<b>14</b>  Valentine's Day	15
16	<b>17</b> President's Day	18	19	20	21	22
23	24	<b>25</b> Pay GRT and WCF	26	27	28	

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system sampling plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.

# March 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
						<b>1</b> Read Well Meter
2	3	4	5	6	<b>7</b> Check for DBP seasonal sampling date.	8
9	10	11	<b>12</b> Take Required Samples	13	14	15
16	<b>17</b> St. Patrick's Day 	18	19	20	<b>21</b> Pay GRT and WCF	22
23	24	25	26	27	28	29
30	31					

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.



# April 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		<b>1</b> Read Well Meter / CCR Deadline Wholesale Systems	2	3	<b>4</b> Check for DBP seasonal sampling date.	5
6	7	8	9	10	11	12
13	14	<b>15</b> Take Required Samples	16	17	18	19
<b>20</b> Easter Sunday 	21	22	23	24	<b>25</b> Pay GRT and WCF	26
27	28	29	<b>30</b> DFA Quarterly Budget Due			

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ **April 1st: Consumer Confidence Report Deadline for wholesale systems to consecutive systems.**
- ➔ Check sample schedule for Disinfection Byproduct due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.
- ➔ **April 30<sup>th</sup>: Department of Finance and Administration Quarter 2 Budget report due for January through March**


# May 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
				<b>1</b> Read Well Meter	<b>2</b> Check for DBP seasonal sampling date.	3
4	<b>5</b> Update ICIP and get board approval.	6	7	8	9	10
<b>11</b> Mother's Day 	12	<b>13</b> Take Required Samples	14	<b>15</b> Annual Report Due to Sec. of State	16	17
18	19	20	21	22	<b>23</b> Pay GRT and WCF	24
25	<b>26</b> Memorial Day	27	28	29	30	31

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct due date. Recommend pulling samples early.
- ➔ **May 6<sup>th</sup>: Start Infrastructure Capital Improvement Plan (ICIP) and resolution for board approval. Deadline is approaching in June or July!**
- ➔ **May 15<sup>th</sup> generally but verify this, via their online system. MDWCAs must file an annual report to be in good standing with the corporation bureau at the Secretary of State Office.**
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.


# June 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
<b>1</b> Read Well Meter	2	3	4	5	<b>6</b> Check for DBP and Lead and Copper sampling	7
8	<b>9</b> Check DSSP for seasonal sampling.	10	11	12	<b>13</b> ICIP Submission Deadline (verify)	14
<b>15</b> Father's Day 	<b>16</b> Take Required Samples.	17	18	19	20	21
22	23	24	<b>25</b> Pay GRT and WCF	26	27	28
29	<b>30</b>					

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ **June 3rd: Consumer Confidence Report (CCR) due to the New Mexico Environment Department if you would like a courtesy review by NMED staff.**
- ➔ Check sample schedule for Disinfection Byproduct and Lead and Copper due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ **June 14<sup>th</sup>: Infrastructure Capital Improvement Plan (ICIP) submission deadline.**
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.

# July 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
		<b>1</b> Read Well Meter & CCR due to Customers	2	3 Independence Day → 	<b>4</b> Check for DBP and Lead and Copper sampling date	5
6	7	8	9	10	11	12
13	14	<b>15</b> Take Required Samples	16	17	18	19
20	21	22	23	24	<b>25</b> Pay GRT and WCF	26
27	28	29	30	<b>31</b> DFA Q2 Due		

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ **July 1st: Consumer Confidence Report due to Customers**
- ➔ Check sample schedule for Disinfection Byproduct and Lead and Copper due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.
- ➔ **July 31st: Department of Finance and Administration Quarter 2 Budget report due for April through June**

# August 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
					<b>1</b> Read Well Meter	2
3	4	<b>5</b> Check for DBP and Lead and Copper sampling date	6	7	8	9
10	11	<b>12</b> Take Required Samples	13	14	15	16
17	18	19	20	21	<b>22</b> Pay GRT and WCF	23
24	25	26	27	28	29	30

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct and Lead and Copper due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.

# September 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
	<b>1</b> Read Well Meter	2	3	4	<b>5</b> Check for DBP and Lead and Copper sampling date	6
7	8	9	10	11	12	13
14	15	<b>16</b> Take Required Samples	17	18	19	20
21	22	23	24	25	<b>26</b> Pay GRT and WCF	27
28	29	<b>30</b> Last day to sample Lead & Copper				

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct and Lead and Copper due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample. On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.
- ➔ **Lead and Copper sampling deadline September 30th.**

# October 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
			<b>1</b> Read Well Meter	2	<b>3</b> Check for DBP sampling date.	4
5	6	7	8	9	10	11
12	13	<b>14</b> Take Required Samples	15	16	17	18
19	20	21	22	23	<b>24</b> Pay GRT and WCF	25
26	27	28	29	30	<b>31</b> DFA Quarterly Report Due  Halloween	

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct and Lead and Copper due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample. On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.
- ➔ **July – September Quarterly Budget Report Due to DFA**

# November 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
						<b>1</b> Read Well Meter
2	3	4	5	6	<b>7</b> Check for DBP sampling date.	8
9	10	<b>11</b> Take Required Samples	12	13	14	15
16	17	18	19	20	<b>21</b> Pay GRT and WC Fee	22
23	24	25	26	<b>27</b> Thanksgiving 	28	29

## Important Dates

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.



# December 2025

Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
	<b>1</b> Read Well Meter	2	3	4	<b>5</b> Check for DBP sampling date.	6
7	8	<b>9</b> Take Required Samples	10	11	12	13
14	15	16	17	18	<b>19</b> Pay GRT and WC fee.	20
21	<b>22</b>	23	24	<b>25</b>  Christmas Day	26	27
28	29	30	<b>31</b> New Year's Eve			

## Notes

- ➔ On the first of every month: Take your monthly meter reading on or before this day and submit your results to the State Engineer (OSE) before the 10<sup>th</sup>. [Review your water rights permit for details.](#)
- ➔ Check sample schedule for Disinfection Byproduct due date. Recommend pulling samples early.
- ➔ Tuesday mid-month, every month: Take your required monthly samples. [Review your system plan for what is due.](#) Mid-month is recommended in case you have to re-run a sample.
- ➔ On or before the 25<sup>th</sup> of every month: Pay your monthly Gross Receipt Tax (GRT) and Water Conservation Fee (WCF) for the previous month to the Taxation and Revenue Department.

## **5. NMWARN AGREEMENT [Bill, NMRWA]**

1 **New Mexico Mutual Aid and Assistance Agreement**  
2 **Water/Wastewater Agency Response Network (NMWARN)**  
3  
4

5 **AGREEMENT**  
6

7 This Agreement is made and entered into by public and private Water and Wastewater Utilities  
8 that have, by executing this Agreement, manifested their intent to participate in an Intrastate  
9 Program for Mutual Aid and Assistance.  
10

11 Statutory Authority – This Agreement is authorized under the Intrastate Mutual Aid Act (12-10B-  
12 1 NMSA 1978) which provides that Water and Wastewater Utilities may contract with each other  
13 to provide services.  
14

15 **ARTICLE I**  
16 **PURPOSE**  
17

18 Recognizing that emergencies may require aid or assistance in the form of personnel,  
19 equipment, and supplies from outside the area of impact, the signatory utilities hereby establish  
20 an Intrastate Program for Mutual Aid and Assistance. Through the Mutual Aid and Assistance  
21 Program, Members coordinate response activities and share resources during emergencies.  
22 This Agreement sets forth the procedures and standards for the administration of the Intrastate  
23 Mutual Aid and Assistance Program.  
24  
25

26 **ARTICLE II**  
27 **DEFINITIONS**  
28

- 29
- 30 A. Authorized Official – An employee or officer of a Member utility that is authorized to:  
31 1. Request assistance;  
32 2. Offer assistance;  
33 3. Refuse to offer assistance, and/or  
34 4. Withdraw assistance under this agreement.  
35
- 36 B. Emergency – A natural or human-caused event or circumstance causing, or imminently  
37 threatening to cause, loss of life, injury to person or property, human suffering or financial  
38 loss, and includes, but is not limited to, fire, explosion, flood, severe weather, drought,  
39 earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination,  
40 utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot,  
41 intentional acts, sabotage and war that is, or could reasonably be beyond the capability of  
42 the services, personnel, equipment, and facilities of a Mutual Aid and Assistance Program  
43 Member to fully manage and mitigate internally.  
44
- 45 C. Members – Entities participating in the NMWARN fall into one or more of the following  
46 categories:  
47
- 48 1. Regular Member – Any public or private Water or Wastewater Utility that manifests intent  
49 to participate in the Mutual Aid and Assistance Program by executing this Agreement.  
50 2. Associate Member – Any non-utility participant, approved by the NMWARN Committee,

1 that provides a support role for the NMWARN program (for example state agencies or  
2 associations) and do not officially sign this NMWARN agreement.

- 3 3. Requesting Member – A Regular Member who requests aid or assistance under the  
4 Mutual Aid and Assistance Program.
- 5 4. Responding Member – A Regular Member that responds to a request for aid or  
6 assistance under the Mutual Aid and Assistance Program.
- 7 5. Non-Responding Member - A Regular Member that does not provide aid or assistance  
8 during a Period of Assistance under the Mutual Aid and Assistance Program.

- 9
- 10 D. Confidential Information - Any document shared with any signatory of this Agreement that is  
11 marked confidential, including but not limited to any map, report, notes, papers, opinion, or  
12 e-mail which relates to the system vulnerabilities of a Member or Associate Member.
- 13
- 14 E. Period of Assistance – A specified period of time when a Responding Member assists a  
15 Requesting Member. The period commences when personnel, equipment, or supplies  
16 depart from Responding Member’s home base and ends when the resources return to their  
17 home base (portal to portal). All protections identified in the agreement apply during this  
18 period. The specified Period of Assistance may occur during response to or recovery from  
19 an emergency, as previously defined.
- 20
- 21 F. National Incident Management System (NIMS): A national, standardized approach to  
22 incident management and response that sets uniform processes and procedures for  
23 emergency response operations.
- 24

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26 **ARTICLE III**  
27 **ADMINISTRATION**  
28

- 29 A. The Mutual Aid and Assistance Program shall be administered through a statewide  
30 NMWARN Committee. The purpose of the NMWARN Committee is to provide coordination  
31 of response activities of the Mutual Aid and Assistance Program before, during, and after an  
32 emergency. The NMWARN Committee, under the leadership of an elected Chairperson,  
33 shall meet at least annually to address Mutual Aid and Assistance Program issues, and to  
34 review emergency preparedness and response procedures.
- 35
- 36 B. The NMWARN Committee shall consist of seven members, representing:
  - 37
  - 38 1. A Regular Member water system serving a population of 10,000 persons or greater
  - 39 2. A Regular Member water system serving a population of less than 10,000 persons
  - 40 3. A Regular Member wastewater system
  - 41 4. A Regular Member at-large water or wastewater system
  - 42 5. The New Mexico Environment Department, Drinking Water Bureau
  - 43 6. The New Mexico Department of Homeland Security and Emergency Management
  - 44 7. The New Mexico Rural Water Association
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**ARTICLE IV**  
**PROCEDURES**

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The NMWARN Committee shall develop operational and planning procedures for the Mutual Aid and Assistance Program in coordination with members and state emergency management and public health officials. These procedures shall be reviewed at least annually and updated as needed by the NMWARN Committee.

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**ARTICLE V**  
**REQUESTS FOR ASSISTANCE**

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A. Member Responsibility: Members shall identify an Authorized Official and alternates; provide contact information (including 24-hour access or best available) and maintain resource information that may be available from the utility for mutual aid and assistance response. Such contact information shall be updated annually or when changes occur, provided to the NMWARN Committee.

In the event of an Emergency, a Member's Authorized Official may request mutual aid and assistance from a participating Member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies shall be prepared in writing as soon as practicable. Requests for assistance shall be directed to the Authorized Official of the participating Member. Specific protocols for requesting aid shall be provided in the required procedures (Article IV).

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B. Response to a Request for Assistance – Members of the agreement are not obligated to respond to a request. After a Member receives a request for assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Representative shall inform, as soon as possible, the Requesting Member whether it will respond. If the Member is willing and able to provide assistance, the Member shall inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance.

C. Discretion of Responding Member's Authorized Official – Execution of this Agreement does not create any duty to respond to a request for assistance. When a Member receives a request for assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. An Authorized Member's decisions on the availability of resources shall be final.

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**ARTICLE VI**  
**RESPONDING MEMBER PERSONNEL**

A. National Incident Management System - When providing assistance under this Agreement, the Requesting Utility and Responding Utility shall be organized and shall function under the National Incident Management System.

B. Control - While employees so provided may be under the supervision of the Responding Member, the Responding Member's employees come under the direction and control of the Requesting Member, consistent with the NIMS Incident Command System to address the

1 needs identified by the Requesting Member. The Requesting Member's Authorized Official  
2 shall coordinate response activities with the designated supervisor(s) of the Responding  
3 Member(s). The Responding Member's designated supervisor(s) must keep accurate  
4 records of work performed by personnel during the specified Period of Assistance.  
5

6 C. Food and Shelter – Whenever practical, Responding Member personnel must be self-  
7 sufficient for up to 72 hours. When possible, the Requesting Member shall supply  
8 reasonable food and shelter for Responding Member personnel. If the Requesting Member  
9 is unable to provide food and shelter for Responding personnel, the Responding Member's  
10 designated supervisor is authorized to secure the resources necessary to meet the needs of  
11 its personnel. Except as provided below, the cost for such resources must not exceed the  
12 State per diem rates for that area. To the extent Food and Shelter costs exceed the State  
13 per diem rates for the area, the Responding Member must demonstrate that the additional  
14 costs were reasonable and necessary under the circumstances. Unless otherwise agreed  
15 to in writing, the Requesting Member remains responsible for reimbursing the Responding  
16 Member for all reasonable and necessary costs associated with providing food and shelter,  
17 if such resources are not provided.  
18

19 D. Communication – The Requesting Member shall provide Responding Member personnel  
20 with radio equipment as available, or radio frequency information, in order to facilitate  
21 communications with local responders and utility personnel.  
22

23 E. Status - Unless otherwise provided by law, the Responding Member's officers and  
24 employees retain the same privileges, immunities, rights, duties and benefits as provided in  
25 their respective jurisdictions.  
26

27 F. Licenses and Permits – To the extent permitted by law, Responding Member personnel that  
28 hold licenses, certificates, or permits evidencing professional, mechanical, or other skills  
29 shall be allowed to carry out activities and tasks relevant and related to their respective  
30 credentials during the specified Period of Assistance.  
31

32 G. Right to Withdraw - The Responding Member's Authorized Official retains the right to  
33 withdraw some or all of its resources at any time for any reason in the Responding  
34 Member's sole and absolute discretion. Notice of intention to withdraw must be  
35 communicated to the Requesting Member's Authorized Official and the NMWARN  
36 Committee as soon as is practicable under the circumstances.  
37  
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39 **ARTICLE VII**  
40 **COST- REIMBURSEMENT**  
41

42 The Requesting Member shall reimburse the Responding Member for each of the following  
43 categories of costs incurred during the specified Period of Assistance as agreed in whole or in  
44 part by both parties; provided, that any Responding Member may assume in whole or in part  
45 such loss, damage, expense, or other cost, or may loan such equipment or donate such  
46 services to the Requesting Member without charge or cost.  
47

48 A. Personnel – The Responding Member shall be reimbursed by the Requesting Member for  
49 personnel costs incurred for work performed during the specified Period of Assistance.  
50 Responding Member personnel costs shall be calculated according to the terms provided in  
51 their employment contracts or other conditions of employment. The Responding Member's

1 designated supervisor(s) must keep accurate records of work performed by personnel  
2 during the specified Period of Assistance. Requesting Member reimbursement to the  
3 Responding Member could consider all personnel costs, including salaries or hourly wages,  
4 overtime, costs for fringe benefits, indirect costs and outside professional services.  
5

6 B. Equipment – The Requesting Member shall reimburse the Responding Member for the use  
7 of equipment during the specified Period of Assistance, including, but not limited to,  
8 reasonable rental rates, all fuel, lubrication, maintenance, transportation, and  
9 loading/unloading of loaned equipment. All equipment shall be returned to the Responding  
10 Member in good working order as soon as is practicable and reasonable under the  
11 circumstances. As a minimum, rates for equipment use must be based on the Federal  
12 Emergency Management Agency’s (FEMA) Schedule of Equipment Rates. If a Responding  
13 Member uses rates different from those in the FEMA Schedule of Equipment Rates, the  
14 Responding Member must provide such rates orally or in writing to the Requesting Member  
15 prior to supplying the equipment. Mutual agreement on which rates are used must be  
16 reached prior to dispatch of the equipment, and confirmed in writing within one week after  
17 dispatch of the equipment. Reimbursement for equipment not referenced on the FEMA  
18 Schedule of Equipment Rates must be developed based on actual recovery of costs. If  
19 Responding Member must lease a piece of equipment while its equipment is being repaired,  
20 Requesting Member shall reimburse Responding Member for such rental costs.  
21

22 C. Materials and Supplies – The Requesting Member must reimburse the Responding Member  
23 in kind or at actual replacement cost, plus handling charges, for use of expendable or non-  
24 returnable supplies. The Responding Member must not charge direct fees or rental charges  
25 to the Requesting Member for other supplies and reusable items that are returned to the  
26 Responding Member in a clean, damage-free condition. Reusable supplies that are  
27 returned to the Responding Member with damage must be treated as expendable supplies  
28 for purposes of cost reimbursement.  
29

30 D. Payment Period – The Responding Member must provide an itemized bill to the Requesting  
31 Member for all expenses incurred by the Responding Member while providing assistance  
32 under this Agreement. The Responding Member must send the itemized bill not later than  
33 (90) ninety dates following the end of the Period of Assistance. The Responding Member  
34 may request additional periods of time within which to submit the itemized bill, and  
35 Requesting Member shall not unreasonably withhold consent to such request. The  
36 Requesting Member must pay the bill in full on or before the forty-fifth (45<sup>th</sup>) day following  
37 the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46<sup>th</sup>) day  
38 following the billing date, and once delinquent shall accrue interest at the rate of prime plus  
39 two percent (2%) per annum as reported by the Wall Street Journal.  
40

41 E. Records - Each Responding Member and their duly authorized representatives shall have  
42 access to a Requesting Member’s books, documents, notes, reports, papers and records  
43 which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of  
44 a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member  
45 and their duly authorized representatives shall have access to a Responding Member’s  
46 books, documents, notes, reports, papers and records which are directly pertinent to this  
47 Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial,  
48 maintenance or regulatory audit. Such records shall be maintained for at least three (3)  
49 years or longer where required by law.  
50  
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1 **ARTICLE VIII**  
2 **DISPUTES**  
3

4 If any controversy or claim arises out of, or relates to, the execution of the Agreement, including,  
5 but not limited to, alleged breach of the Agreement, the disputing Members shall first attempt to  
6 resolve the dispute by negotiation, followed by mediation and finally shall be settled by binding  
7 arbitration before a panel of three (3) persons chosen from the Regular Members of this Mutual  
8 Aid Agreement which are participating utilities, excluding those members who are parties to the  
9 dispute.

10  
11 Each party to the dispute shall choose one panel member and those panel members shall agree  
12 on one additional panel member.

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14 The arbitration panel shall adopt rules of procedure and evidence in accordance with the Rules  
15 of the American Arbitration Association, shall determine all issues in dispute by majority vote  
16 and shall assess damages. The decision of the arbitration panel shall be final and binding upon  
17 the parties to the dispute. Any court of competent jurisdiction may enter the judgment rendered  
18 by the arbitrators as final judgment that is binding on the parties.  
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21 **ARTICLE IX**  
22 **REQUESTING MEMBER'S DUTY TO INDEMNIFY**  
23

24 The Requesting Member shall assume the defense of, fully indemnify and hold harmless, the  
25 Responding Member, its officers and employees, from all claims, loss, damage, injury and  
26 liability of every kind, nature and description, directly or indirectly arising from Responding  
27 Member's work during a specified Period of Assistance. The scope of the Requesting  
28 Member's duty to indemnify includes, but is not limited to, suits arising from, or related to,  
29 negligent or wrongful use of equipment or supplies on loan to the Requesting Member, or faulty  
30 workmanship or other negligent acts, errors or omissions by Requesting Member or the  
31 Responding Member personnel.

32  
33 The Requesting Member's duty to indemnify is subject to, and shall be applied consistent with,  
34 the conditions set forth in Article X.  
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37 **ARTICLE X**  
38 **SIGNATORY INDEMNIFICATION**  
39

40 In the event of a liability, claim, demand, action, or proceeding of whatever kind or nature arising  
41 out of a specified Period of Assistance, the Members who receive and provide assistance shall  
42 have a duty to defend, indemnify, save and hold harmless all Non-Responding Members, their  
43 officers, agents and employees from any liability, claim, demand, action, or proceeding of  
44 whatever kind or nature arising out of a Period of Assistance.  
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**ARTICLE XI**  
**WORKER'S COMPENSATION CLAIMS**

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The Responding Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees. The Requesting Member is responsible for providing worker's compensation benefits and administering worker's compensation for its employees.

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**ARTICLE XII**  
**NOTICE**

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A Member who becomes aware of a claim or suit that in anyway, directly or indirectly, contingently or otherwise, affects or might affect other Members of this Agreement shall provide prompt and timely notice to the Members who may be affected by the suit or claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

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**ARTICLE XIII**  
**INSURANCE**

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Members of this Agreement shall maintain an insurance policy or maintain a self insurance program that covers activities that it may undertake by virtue of membership in the Mutual Aid and Assistance Program.

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**ARTICLE XIV**  
**CONFIDENTIAL INFORMATION**

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To the extent provided by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information disclosed under this Agreement. If any Member, Associate Member, third party or other entity requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any Confidential Information disclosed under this Agreement, the Member or Associate Member shall immediately notify the owner of the Confidential Information and shall take all reasonable steps necessary to prevent the disclosure of any Confidential Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

**ARTICLE XV**  
**EFFECTIVE DATE**

This Agreement shall be effective after the Water and Wastewater Utility's authorized representative executes the Agreement and the NMWARN Committee Chair receives the Agreement. The NMWARN Committee Chair shall maintain a master list of all members of the Mutual Aid and Assistance Program.

1 **ARTICLE XVI**  
2 **WITHDRAWAL**  
3

4 A Member may withdraw from this Agreement by providing written notice of its intent to  
5 withdraw to the NMWARN Committee Chair. Withdrawal takes effect 60 days after the  
6 appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a  
7 Requesting Member's duty to reimburse a Responding Member for cost incurred during a  
8 Period of Assistance, which duty shall survive such withdrawal.  
9

10  
11 **ARTICLE XVII**  
12 **MODIFICATION**  
13

14 No provision of this Agreement may be modified, altered or rescinded by individual parties to the  
15 Agreement. Modifications to this Agreement may be due to programmatic operational changes  
16 to support the agreement, legislative action, creation of an interstate aid and assistance  
17 agreement, or other developments. Modifications require a simple majority vote of Regular  
18 Members of the NMWARN. The NMWARN Committee Chair must provide written notice to all  
19 Members of approved modifications to this Agreement. Approved modifications take effect 60  
20 days after the date upon which notice is sent to the Members.  
21

22  
23 **ARTICLE XVIII**  
24 **SEVERABILITY**  
25

26 The parties agree that if any term or provision of this Agreement is declared by a court of  
27 competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms  
28 and provisions shall not be affected, and the rights and obligations of the parties shall be  
29 construed and enforced as if the Agreement did not contain the particular term or provision held  
30 to be invalid.  
31

32  
33 **ARTICLE XIX**  
34 **PRIOR AGREEMENTS**  
35

36 This Agreement supersedes all prior Agreements between Members to the extent that such  
37 prior Agreements are inconsistent with this Agreement.  
38

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40 **ARTICLE XX**  
41 **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**  
42

43 This Agreement is for the sole benefit of the Members and no person or entity must have any  
44 rights under this Agreement as a third party beneficiary. Assignments of benefits and  
45 delegations of duties created by this Agreement are prohibited and must be without effect.  
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**ARTICLE XXI**  
**INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Members of this Agreement shall participate in Mutual Aid and Assistance activities conducted under the State of New Mexico Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Members may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for water and wastewater utilities through this Agreement if such a Program were established.

Now, therefore, in consideration of the covenants and obligations set forth in this Agreement, the Water and Wastewater Utility listed here manifests its intent to be a Member of the New Mexico Intrastate Mutual Aid and Assistance Program for Water and Wastewater Utilities by executing this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Water/Wastewater Utility: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Title \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Print Name

Approved as to form and legality

By: \_\_\_\_\_  
Attorney for Utility

\_\_\_\_\_  
Please Print Name

**6. Materials from Andrew Hautzinger, Water Resource Professional IV, NM Environment Department, Water Protection Division | e: [Andrew.Hautzinger@env.nm.gov](mailto:Andrew.Hautzinger@env.nm.gov)**

- Aquifer-Mapping-and-Monitoring-IWFP-Summary
- Drinking-Water-Regionalization-IWFP-Summary
- Ribbons-of-Life-IWFP-Summary
- Forthcoming | Still being updated: NM\_IntegratedWaterFinancingPlan

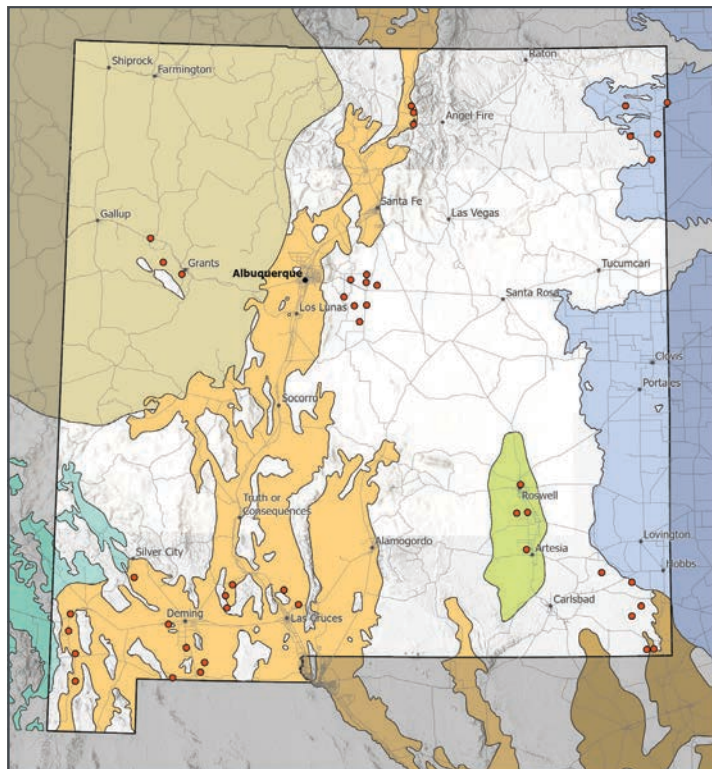
# AQUIFER MAPPING AND MONITORING INTEGRATED WATER FINANCING PLAN

## THE NEED...

Nearly 92% of New Mexico's community water systems rely on groundwater as a source of drinking water. It's also vital for agricultural production, commercial and industrial uses, such as mining, manufacturing, energy generation, and private wells for drinking water. Currently, groundwater level monitoring coverage of the state is insufficient and the need to understand and manage New Mexico's groundwater is essential.

## AQUIFER CHARACTERIZATION IS NEEDED FOR:

- Inform water supply decision making
- Identify aquifer recharge potential
- Drought and climate hazard mitigation
- Protection of groundwater quality



**Major Aquifers\***

- Basin and Range Basin-fill Aquifers
- Colorado Plateaus Aquifers
- Ogallala Aquifer
- Pecos River Basin Alluvial Aquifer
- Rio Grande Aquifer System
- Roswell Basin Aquifer System
- Potential new monitoring well locations (Pine, et al. 2023)

NAD 1983 UTM Zone 13N  
34.1969°N 106.002°W

Scale Map: ESRI ArcGIS Online, accessed September 2024  
Updated: 9/17/2024  
Project No. 83700  
83700\_ProjctRegions\_Coverage  
April 8/17/2024 10:00 AM

1:4,000,000

SWCA  
ENVIRONMENTAL CONSULTANTS

\* United States Geological Survey, Principal Aquifers of the United States. <https://www.usgs.gov/mission-areas/water-resources/science/principal-aquifers-united-states/#view>

## PROMISING FINANCING OPPORTUNITIES

Funding Program	Applicability	Potential Funding Amount
WaterSMART (USBR)	Aquifers that serve communities experiencing water stress or scarcity	Variable
HMGP (FEMA)		\$1,000,000+
Infrastructure as a Service (Sustainability Partners)	Well infrastructure - statewide	\$100 million + (depending on state need)
Planning Assistance to States (USACE)	Planning - statewide	Planning - statewide
Upper Colorado River Basin System Conservation and Efficiency Program (USBR)	Aquifers in the Upper Colorado River Basin	Multiple millions
WaterSMART (USBR)	Aquifers that serve communities experiencing water stress or scarcity	\$400,000/project
NIDIS Drought Toolbox		In-kind
NAWI (DOE)	Candidate aquifers for desalination water supply	\$1,000,000+
Sentinel Landscapes (DOD, DOI, USDA)	Ogallala Aquifer	TBD

## FUNDING NEEDS

**\$1,250,000  
PER YEAR**

**ONGOING FUNDS SUPPORT:**  
Data Acquisition Systems, Long-Term Monitoring Well Maintenance, Sample Analyses, FTEs, Database, and Software Licenses.

**\$175 MILLION  
OVER 12 YEARS**

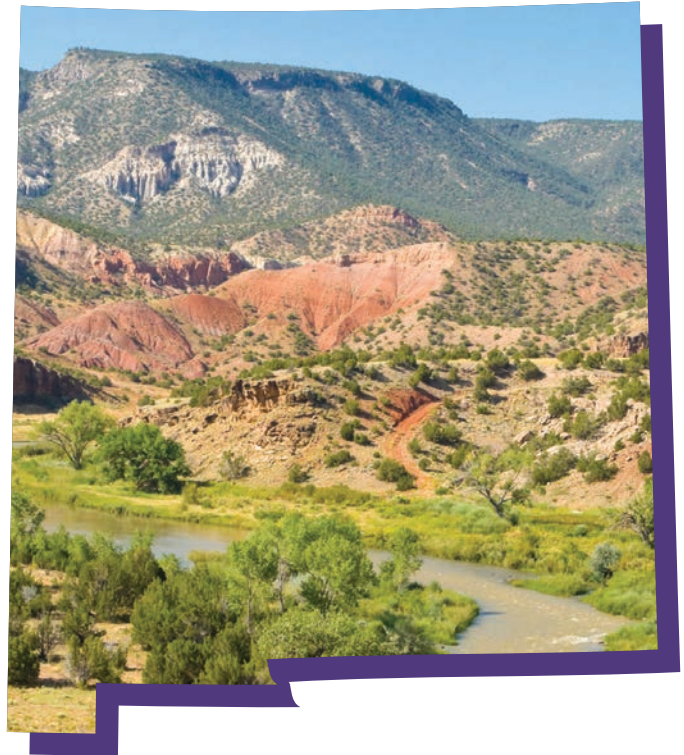
**NON-RECURRING:**  
Drilling Wells, Mapping, Surveys, and Aquifer Characterization.

# IMMEDIATE FUNDING NEXT STEPS

- 1** Apply for FEMA funding to support statewide planning and targeted pilot project.  
**Lead: NMBGMR. Target Date: February 2025**
- 2** Secure legislative funds that can provide non-federal match.  
**Lead entity: NMBGMR. Target Date: 2025 Legislative General Session**
- 3** Develop private financing plan with Sustainability Partners that integrates state and federal funding.  
**Lead entity: NMBGMR. Target Date: Spring 2025**
- 4** Submit letter request for Planning Assistance for States support (USACE).  
**Lead entity: NMBGMR. Target Date: Summer 2025**

## PLANNING AND POLICY ACTIONS

- Discuss best funding program for planning and scoping study with FEMA and DHSEM.  
**Target date: Fall 2024**
- Complete statewide aquifer characterization planning and scoping study. Lead: NMBGMR.  
**Target date: Spring 2025**
- Apply for membership to the National Alliance for Water Innovation (DOE) to enable future eligibility for programs. Lead: NMBGMR.  
**Target date: Fall 2024**
- Petition EPA for sole-source aquifer designation. Lead: TBD based on planning study.  
**Target date: Fall 2025**



## KEY PARTNERS



### STATE

- New Mexico Bureau of Geology and Mineral Resources
- New Mexico Environment Department
- New Mexico Interstate Stream Commission and Office of the State Engineer
- New Mexico Department of Emergency Management and Homeland Security
- New Mexico Tech

### FEDERAL

- Federal Emergency Management Agency
- US Army Corps of Engineers
- Bureau of Reclamation
- Environmental Protection Agency
- NIDIS NOAA
- Department of Energy
- Sentinel Landscapes

### OTHER PARTNERS

- Sustainability partners

## FUTURE STEPS

1. Establish Steering Committee to guide Aquifer Mapping and Monitoring program progress.
2. Continue to evaluate other federal funding programs that could support the project following completion of planning and scoping study

# ACCELERATING SMALL COMMUNITY DRINKING WATER SYSTEM REGIONALIZATION

## INTEGRATED WATER FINANCING PLAN

### THE NEED...

Aging drinking water infrastructure in small communities threatens public health, constrains economic development, and wastes water.

Infrastructure improvements are difficult to finance in small rural communities with traditional water financing due to the high cost per household. 88% of public water systems in NM are small or very small.

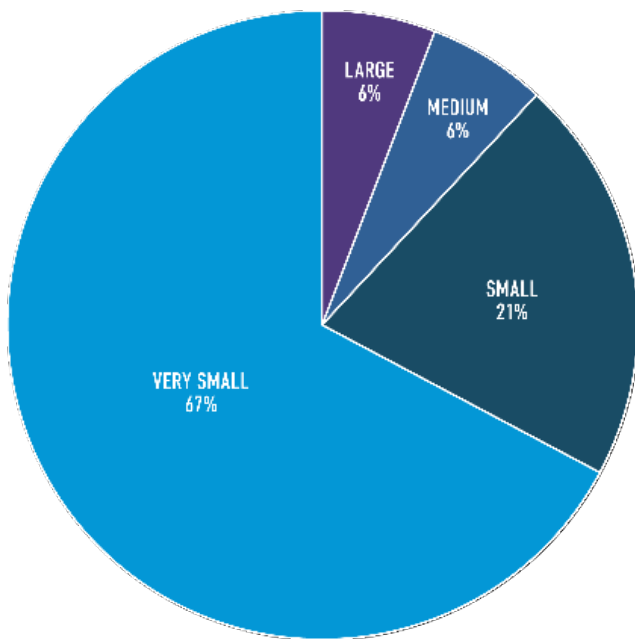
Drinking water system regionalization presents opportunities for infrastructure improvement in New Mexico's rural communities but requires high levels of initial investment and coordination.

### BENEFITS OF DRINKING WATER SYSTEM REGIONALIZATION:

- Water supply resiliency to drought and climate change
- Opportunity to integrate natural infrastructure
- Cost efficiencies for operations and asset management
- Public health through improved drinking water quality
- Capacity building through regional collaboration

### OPPORTUNITIES TO LEVERAGE TRADITIONAL WATER INFRASTRUCTURE FINANCING:

Funding Program	Applicability	Potential Funding
595 Program (USACE)	Water supply projects.	\$5,000,000 per project
WaterSMART Drought Response Program (USBR)	Water supply for disadvantaged communities.	\$10,000,000 per project
Hazard Mitigation Grant Program (FEMA)	Water supply related to drought mitigation.	Wide range; could be multiple millions.
Building Resilient Infrastructure and Communities (FEMA)	Water supply related to drought mitigation.	Wide range; could be multiple millions.
Sentinel Landscapes (DOD, DOI, USDA)	Communities within boundary of Eastern Sentinel Landscape.	TBD



NM COMMUNITY PUBLIC WATER SYSTEMS

## FUNDING NEEDS

**\$3 BILLION+**

**\$400,000,000**

Known drinking water infrastructure regionalization projects identified by partners, regional plans, or funding agencies.

# IMMEDIATE FUNDING NEXT STEPS

- 1** Promote federal grant opportunities including 595 program (USACE), Hazard Mitigation Grant Program (FEMA), Building Resilient Infrastructure and Communities (FEMA), and WaterSMART Drought Resiliency Projects (USBR) as part of community financing packages.  
**Lead: Technical Assistance Partners. Target date: Ongoing**
- 2** Pursue funding through the Sentinel Landscapes program for communities located within the boundary of the Eastern New Mexico Sentinel Landscape.  
**Lead: Technical Assistance Partners. Target date: Spring 2025.**

## PLANNING AND POLICY ACTIONS

- Implement technical assistance support through state-wide procurement of support services.  
**Lead entity: NMFA. Target date: October 2024**
- Form a New Mexico Water Financing Coordinating Council.  
**Lead entity: Technical assistance partners and NMDFA. Target date: Spring 2025**
- Implement policy recommendation to incentivize communities to regionalize.  
**Target date: 2025 Legislative Session**  
  
Implement policy recommendations to optimize loan and grant funds through blended financing plans to fully fund projects that will help ensure funds are put to work more quickly.  
**Target date: 2025 Legislative Session**
- Examine the New Mexico Match Fund annually and increase appropriations as necessary to ensure the ability to maximize federal funding opportunities.  
**Lead entity: NMDFA. Target date: Annual state budget deadlines.**



## KEY PARTNERS



### STATE

- New Mexico Department of Finance and Administration.
- New Mexico Finance Authority
- New Mexico Environment Department
- New Mexico Interstate Stream Commission and Office of the State Engineer

### FEDERAL

- Environmental Protection Agency
- US Bureau of Reclamation
- US Army Corps of Engineers
- FEMA

## FUTURE STEPS

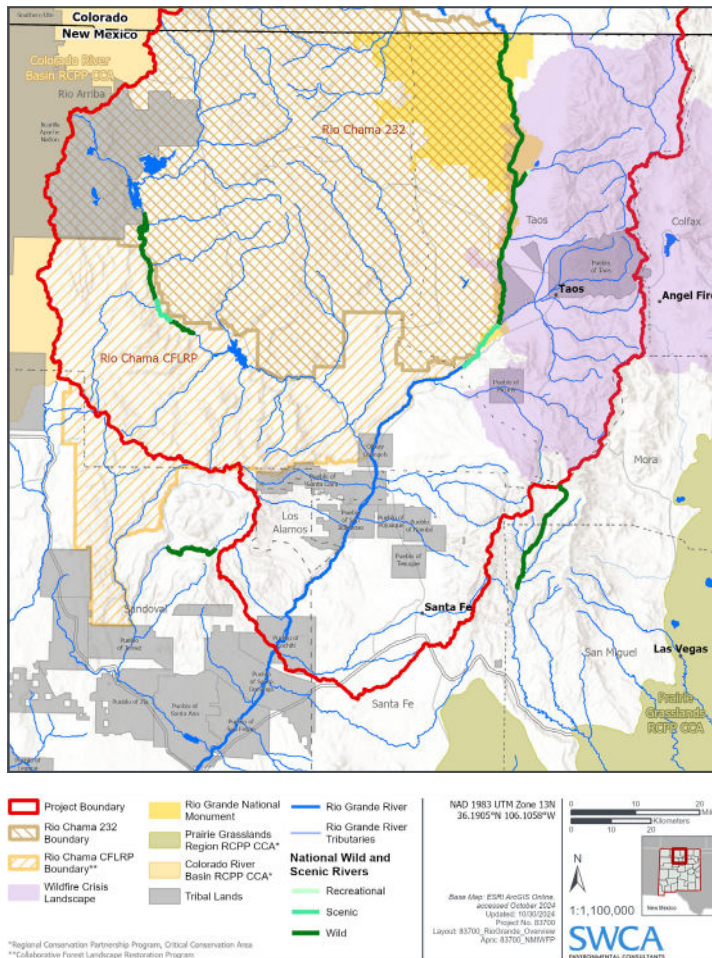
- 1. Build water workforce including drinking water operators, state agency staff, and technical assistance providers.**
- 2. Evaluate potential for federal policy changes to accelerate investment in drinking water infrastructure.**



# RIBBONS OF LIFE: UPPER RIO GRANDE BASIN RIPARIAN CONSERVATION, RESTORATION, AND WATERSHED HEALTH INITIATIVE INTEGRATED WATER FINANCING PLAN

## THE NEED...

The Upper Rio Grande (URG) basin is the headwaters of the Rio Grande, providing drinking water to local communities and supporting critical forest, riparian, and freshwater habitats. Riparian areas in the URG basin (>2,000 stream miles) are one of the most threatened ecosystems in the Southwest due to drying, sedimentation from higher intensity wildfire and floods, and habitat loss. For the purposes of the Integrated Water Financing Plan, we are focused on acreage within NM.



## ENHANCED WATERSHED HEALTH IN THE UPPER RIO GRANDE BASIN IS NEEDED FOR:

- Ecological resilience and habitat connectivity
- Preserving healthy headwaters
- Reducing the risk of catastrophic wildfire
- Protecting critical community water supplies

More information available at: [nwf.org/ribbons-of-life](http://nwf.org/ribbons-of-life)

## PROMISING FINANCING OPPORTUNITIES

Federal Program Nexus	Applicability	Potential Funding
WaterSMART Cooperative Watershed Management Program (USBR)	Supports watershed coalition building and planning for restoration implementation.	\$300,000
Collaborative Capacity Program for Forests and Communities (USFS, NFF)	Collaboration to support long-term strategy for achieving stewardship outcomes benefiting National Forest lands.	\$150,000
WaterSMART Aquatic Ecosystem Restoration Program (USBR)	Design and on-the-ground implementation for restoration of aquatic habitat.	Design up to \$2,000,000; construction up to \$20,000,000
WaterSMART Environmental Water Resources Projects (USBR)	Collaborative ecological value or watershed health projects that increase water savings.	Up to \$5 million for a watershed group.
Building Resilient Infrastructure and Communities (FEMA)	On-the-ground projects, plans, and/or partnership building.	Wide range; could be multiple millions.
Hazard Mitigation Grant Program (FEMA)	On-the-ground projects and plans.	Wide range; could be multiple millions.
Landowner Cost Share Payment Programs for Climate Mitigation and/or Forest Resilience Practices (USFS)	Collaboration to support long-term strategy for achieving stewardship outcomes benefiting National Forest lands.	\$10,000 to \$150,000

## FUNDING NEEDS

**\$9,132,800**

Strengthen coalition of partners and fund identified on-the-ground projects including stream restoration, fish passage, and noxious weed management.

**SIGNIFICANT NEED FOR ON-THE-GROUND PROJECTS NOT YET QUANTIFIED.**

## IMMEDIATE FUNDING NEXT STEPS\*

- 1** Secure funding for coalition capacity and support through applications to WaterSMART Cooperative Watershed Management Program (USBR) and/or Collaborative Capacity Program for Forests and Communities (USFS, National Forest Foundation).  
**Lead: National Wildlife Federation. Target date: Jan 2025**
- 2** Apply for WaterSMART funding through Aquatic Ecosystem Restoration Program and Environmental Water Resources Program.  
**Lead entity: Coalition partners TBD. Target date: Jan 28, 2025 for AERP and Mar 11, 2025 for EWRP**
- 3** Apply for Building Resilience Infrastructure and Communities program funding (FEMA) to support on-the-ground projects and/or partnership building.  
**Lead entity: Coalition partners TBD. Target date: Feb 2025**
- 4** Apply for Landowner Cost Share Payment Programs for Climate Mitigation and/or Forest Resilience Practices to support on-the-ground projects.  
**Lead entity: Coalition partners TBD. Target date: 2025 cycle deadline, once available.**

## PLANNING AND POLICY ACTIONS\*

- Request National Water Quality Initiative designation from NRCS.  
**Lead entity: NMED.**
- Prepare and submit Regional Conservation Partnership Program application to NRCS for multiple-state or non-Critical Conservation Area project.  
**Lead entity: Coalition partners TBD.**
- Increase legislative appropriations to secure state match for federal grants through the NM Match Fund and the River Stewardship Program.  
**Lead entity: Coalition partners TBD. Target date: Legislative session 2025**
- Update Ribbons of Life Action Plan to include alignment of individual on-the-ground project needs with recurring funding opportunities.  
**Lead entity: National Wildlife Federation. Target date: Annually (on-going)**
- Pursue designation of federal funding explicitly for the Rio Grande Basin.

\*Note: To be vetted with Coalition partners.

## KEY PARTNERS

### RIBBONS OF LIFE COALITION

- National Wildlife Federation
- Multiple Pueblos
- Theodore Roosevelt Conservation Partnership
- Amigos Bravos
- New Mexico Wildlife Federation

- Trout Unlimited
- Forest Stewards Guild
- Rio Grande Return
- And many others!

### STATE

- New Mexico Forestry Division
- New Mexico Department of Game and Fish
- New Mexico Office of the State Engineer and Interstate Stream Commission
- Natural Heritage New Mexico (UNM)
- New Mexico Environment Department, Watershed Protection Program

### FEDERAL

- Bureau of Land Management
- USDA – Forest Service
- USDA – Natural Resources Conservation Service
- Bureau of Reclamation
- Federal Emergency Management Agency

## FUTURE STEPS

- 1. Build and sustain local capacity and critical resources that will accelerate the rate of riparian restoration work.**
- 2. Collaborate with and support the nine Pueblos and the Jicarilla Apache Nation.**
- 3. Cultivate and advance new projects that are ready for application submittal as funding opportunities arise.**

## 7. NEXT MEETING FLYER

Meeting #9 flyer → please help us spread the word!

**PLEASE JOIN US FOR THE:**  
**Aguas del Norte Water Alliance Meeting #9**  
Friday, December 13th, from 10 am - 1 pm  
**What is ... Aguas del Norte Alliance?**

### AGENDA

1. Welcome
2. Information Sharing
3. Determine Name of group/entity
4. What is this group/entity for?
5. Next steps toward implementation
6. Wrap up & Next Steps

**Location:** Chamita Community Center, 42 Co Rd  
56A, Ohkay Owingeh, NM 87566

See the Aguas del Norte Alliance webpage for  
information, resources, and 2025 meeting  
calendar: <https://swefc.unm.edu/home/aguas-del-norte-alliance/>

### Please Let Us Know If You Will be Joining Us!

**And, let us know if you have any questions.**

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