

Subpart T The Environment, Water and Natural Resources

T-1 Dumping and Trespassing

(a) Definitions.

1. "Garbage" includes all waste food, swill carrion, slops and all waste from the preparation, cooking and consumption of food and from the handling, storage and sale of food products and the carcasses of animals.
2. "Rubbish" includes all waste paper, paper cartons, tree branches, yard trimmings, discarded furniture, tin cans, dirt, ashes, bottles and all other unwholesome material of every kind not included as garbage.
3. "Refuse" includes garbage and rubbish.
4. "Dump and dumping" includes leaving refuse in any area outside of a waste disposal container or authorized area.
5. "Trespass" consists of unlawfully entering or remaining on posted land or fenced land within the exterior boundaries of the Pueblo of Pojoaque ("Pueblo") without possessing written or oral permission from the Pueblo.
6. "Posted land" includes Pueblo lands, roads, buildings, access route, or enclosures that are posted with notices that are printed legibly in English and state a specific prohibition (such as "no trespassing," "no dumping," "no hunting," "no fishing," or "no digging").
7. "Fenced land" includes Pueblo lands, roads, buildings, access route, or enclosures that are fenced with wire, strung or unstrung, or have opened or unopened gates.
8. "Prohibited vehicles" include dirt bikes, motorcycles, and all-terrain vehicles.

(b) Procedures.

1. Any violation of this Ordinance will be subject to a civil complaint to be issued by the Pueblo of Pojoaque Tribal Police or their commissioned designee.
2. Any violation of this Ordinance will be subject to the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court.

(c) Penalties.

1. Each day that a dumping or trespassing harm occurs is construed a separate violation.

2. Any person who enters upon posted or fenced land within the exterior boundaries of the Pueblo is subject to a trespassing fine of not less than ten dollars (\$10) nor more than one hundred dollars (\$100).
3. Any person who enters upon posted or fenced land within the exterior boundaries of the Pueblo and injures, damages or destroys any part of the realty or its improvements, including buildings, structures, trees, shrubs or other natural features is subject to a trespassing fine not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Such offender is also liable for restoration of any injury, damage or destruction within the posted area.
4. Any person who enters upon posted or fenced land within the exterior boundaries of the Pueblo in a motor vehicle is subject to a fine of one hundred dollars (\$100) to one thousand dollars (\$1,000). The offender may also be charged towing and ten dollars (\$10) daily storage costs.
5. Any person who enters upon posted or fenced land within the exterior boundaries of the Pueblo in a prohibited motor vehicle is subject to mandatory confiscation of the prohibited motor vehicle and transfer of title of the vehicle to the Pueblo of Pojoaque. The offender may also be charged towing and ten dollars (\$10) daily storage costs.
6. Any person who enters upon posted or fenced land within the exterior boundaries of the Pueblo and illegally dumps refuse is subject to a dumping fine of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000). Such offender is also liable for collecting and hauling away the illegal refuse.

T-2 Hazardous and Unsightly Conditions in Butterfly Springs Mobile Home Park

- (a) All trash and inoperable vehicles shall be removed by the Mobile Home Park renters no later than July 3, 1998.
- (b) All pets shall be kept on a leash immediately.
- (c) Any renter who does not remove their trash and inoperable vehicles removed by July 3, 1998 shall have such trash and inoperable vehicles removed by the Realty Department. The Realty Department shall charge no more than one thousand dollars (\$1,000) for such removal and/or storage. After the removal the renter shall be subject to eviction within seven (7) days after a hearing in the Pueblo of Pojoaque Tribal Court.
- (d) Any pet not kept on a leash shall be picked up immediately by the Santa Fe Animal Control Unit or the Tribal Police.

T-3 Inoperative Vehicles

- (a) All inoperative vehicles that are in public view are to be removed or placed out of sight. Inoperative vehicles that are in public view may be a safety hazard or an unsightly nuisance.

(b) An “inoperative vehicle” is defined as a motor vehicle that is inoperable, whether temporarily or permanently, due to flat tires, missing tires or wheels, or in a state of disrepair, or not drivable.

(c) “Public view” is defined as in public view and without a proper vehicle cover or without shielding by a fence.

(d) Any inoperative vehicle within the Pueblo of Pojoaque may be cited by written notice by the Pueblo of Pojoaque Tribal Police. The written notice shall be attached to the vehicle. The written notice shall order the vehicle to be repaired or removed from the public view within seven (7) days.

(e) If the vehicle is not repaired or removed from the public view, the Tribal Police shall issue a written citation. The written citation shall summons the owner of the vehicle to Tribal Court.

(f) If the owner appears before the Court, and shows good cause of his intention to repair or to sell the vehicle, the owner shall have up to one (1) year from the date of the original written notice attached to the vehicle within which to completely accomplish the sale or repair of the vehicle. If the owner fails to repair or sell the vehicle within the one (1) year period, the Court shall order the vehicle towed from the property to a towing yard.

(g) If the owner does not appear before the Court, vehicle shall be towed from the property to a towing yard. The owner shall be responsible for any towing and storage fees. The owner may also be subject to a fine of up to five hundred dollars (\$500).

T-4 Rules and Regulations Related to Water and Wastewater Systems

(a) The Tribal Works Department is authorized and empowered to promulgate Rules and Regulations, to enforce its Rules and Regulations and to assess fines and charges.

(b) The Tribal Court has exclusive jurisdiction to interpret and enforce the Rules and Regulations and to hear appeals from decisions and actions of the Tribal Works Department.

T-5 Emergency Pollution Abatement

(a) Executive Power to Issue Emergency Restraining Orders.

1. Executive Powers. The Governor, upon receiving evidence that a pollution source or combination of sources is presenting an imminent danger to the health and welfare of residents of the Pueblo or the environment of the Pueblo, may issue an emergency restraining order to restrain any person to stop the discharge or pollutants or otherwise causing or contributing to pollution, in accordance with this Section.

2. Procedures for Issuance of Emergency Restraining Orders.

A. The Governor may issue an emergency restraining order if he or she has reasonable grounds to believe that a polluting activity may pose an immediate, imminent threat of irreparable injury, loss, or damage to the health, safety and welfare of the residents of the Pueblo or the integrity of the Pueblo environment, or is in violation of a tribal or federal environmental law, regulation, code, or ordinance.

B. Except as otherwise provided in this Ordinance, written notice of the emergency restraining order shall be given to the owner, operator, agent, or other person with apparent or actual authority at the site of the polluting activity (“Adverse Party”).

C. No emergency restraining order shall be issued by the Governor without notice to the Adverse Party, unless it clearly appears that immediate and irreparable injury, loss, or damage will result to the health and safety of the residents of the Pueblo or the integrity of the Pueblo environment before notice can be served. Every emergency restraining order:

- i. Shall be written, endorsed with the date and hour of issuance, and filed forthwith in the clerk’s office of the Pueblo of Pojoaque Tribal Court within five (5) days of its issuance entered on the record;
- ii. Shall define the injury and state why it is irreparable and, if applicable, why the order was entered without notice; and
- iii. Shall expire by its terms within such time after entry, not to exceed ten (10) days, unless within that time the Governor for good cause shown moves the Tribal Court for a preliminary or permanent injunction.

D. The motion for a preliminary or permanent injunction shall be set down for hearing by the Pueblo of Pojoaque Tribal Court at the earliest possible time and shall take precedence over all matters except older matters of the same character. For good cause shown, the Pueblo of Pojoaque Tribal Court also may extend the emergency restraining order for up to an additional five (5) days or until the hearing.

E. When the motion is heard, the Governor shall proceed with the application for a preliminary or permanent injunction. Should the Governor fail to do so, the Tribal Court shall dissolve the emergency restraining order.

F. On two (2) days’ notice to the Governor, or on such shorter notice as the Pueblo of Pojoaque Tribal Court may prescribe, the Adverse Party may appear and move for the dissolution or modification of the emergency restraining order and, in that event, the Tribal Court shall proceed to hear and determine such motion as expeditiously as the ends of justice require.

(b) Judicial Power to Issue Preliminary and Permanent Injunctions.

1. Judicial Power. The Tribal Court may issue a preliminary or permanent injunction to restrain any person to stop the discharge of pollutants causing or contributing to pollution that represents a substantial danger to the health and welfare of residents of the Pueblo or the environment of the Pueblo.

2. Procedures for Issuance of Preliminary or Permanent Injunctions.

A. No preliminary or permanent injunction shall be issued without notice to the Adverse Party and a hearing.

B. Every order granting an injunction and every restraining order shall be specific in terms, shall describe in reasonable language, and not by reference to the complaint or other document, the act or acts sought to be restrained; and is binding only upon the parties to the action, their officers, agents, servants, employees, attorneys and advocates, and upon those persons in active consent or participation with them who receive actual notice of the order by personal service or otherwise.

C. A preliminary or permanent injunction may be granted on the following grounds:

i. When it appears by the pleadings or affidavits on file that a party is entitled to the relief demanded, and such relief, or any part thereof, consists in restraining the commission or continuance of some act complained of either for a limited period or perpetually, or that the commission or continuance of some act would produce great or irreparable injury to the party seeking injunctive relief;

ii. When it appears that either party is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party respecting the subject matter of the action; or

iii. In all cases where an injunction would be proper in equity.

T-6 Utility Board Ordinance

(a) General Provisions.

1. Title and Date. This ordinance shall be titled the Pueblo of Pojoaque Utility Board Ordinance. The ordinance shall be effective immediately upon adoption by resolution by the Pueblo of Pojoaque Tribal Council.

2. Purpose. The purpose of the Pueblo of Pojoaque Tribal Utility Board Ordinance is to define the policies, establish an organization and identify the necessary rules and regulations for the operation, maintenance and management of the various tribal utilities located on the Pueblo of Pojoaque.

3. Policy. It shall be the policy of the Pueblo of Pojoaque to operate, maintain and manage the tribal works services on the Pueblo of Pojoaque so that the community residents are

provided with a high level of service designed to minimize exposure to adverse conditions which could negatively impact the delivery of potable water and sanitation services. It shall also be the policy of the Pueblo of Pojoaque that the operation maintenance and management of the tribal works shall be carried out through an efficient program and in a financially responsible, cost effective, and self-sufficient manner.

4. Jurisdiction. The Pueblo of Pojoaque, as a sovereign, federally-recognized Indian Tribe has the inherent authority and regulatory, legislative and adjudicatory jurisdiction to govern all matters involving tribal utilities and to levy appropriate user fees to all residents and organizations operating on the Pueblo of Pojoaque.

5. Mission Statement. The mission of the Pueblo of Pojoaque Utility Board is to direct, oversee, and enforce the development and implementation of water, wastewater, and solid waste systems in the Pueblo of Pojoaque properties for the purpose of providing quality services.

(b) Definition of Terms. Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be set forth in this subsection.

1. “Appurtenances” are the real and personal property owned by the Tribal Works Department or the Tribe located on, near or under the roadways and streets, such as fire hydrants and valves.

2. “Customer” means a person, business, agency or other organization the uses, is entitled to use, or is obligated to pay for the use or receipt of services from the Tribal Works Department.

3. “Customer lines” are the potable water lines located immediately adjacent to, inside of, or under a customer’s residence or other building or property, which are either connected to utility service lines or are maintained by the customer separately from utility service lines.

4. “Solid waste” shall mean all degradable and non-degradable refuse and solid waste without economic value that is generated through the course of normal living by the residents and organizations in the community.

5. “Distribution system lines” are those potable water lines maintained by the Tribal Works Department by which water Tribal Works Services are provided to customers.

6. “Meter” is a device, owned by the Tribal Works Department, for measuring the amount of water Tribal Works Services provided to a particular customer.

7. “Manager” shall mean an individual hired by or appointed by the Pueblo of Pojoaque Utility Board to oversee and manage the operation of the Tribal Works Department.

8. "Operator" shall mean an individual hired by or appointed by the Pueblo of Pojoaque Utility Board or manager to provide direct day to day preventive maintenance and operational service for the tribal water and sanitary sewer utilities.
9. "On-site sewage treatment and disposal systems" shall mean individual or community septic tanks and subsurface drain fields and associated appurtenances that collect, treat and dispose of liquid waste generated by customers, which are maintained and operated by the Tribal Works Department.
10. "Off-Pueblo" is any area located outside of the exterior boundaries of the Pueblo of Pojoaque.
11. "Regulation" is a rule of law or procedure duly adopted by the Pueblo of Pojoaque Utility Board and approved by the Tribal Council for purposes of implementing the requirements of this ordinance.
12. "Septic system Contractor" shall mean any individual, firm, contractor or organization who the Pueblo of Pojoaque Utility Board or individual homeowner contracts with, to pump out on-site sewage treatment and disposal systems and dispose of the waste material and/or to repair the on-site sewage treatment and disposal systems located on the Pueblo of Pojoaque.
13. "Community," for purposes of this ordinance, shall include, but not necessarily be limited to, non-Tribal members encompassed and using Tribal utilities.
14. "Tribal Community," for purposes of this ordinance, shall include, but not necessarily be limited to, enrolled Pueblo of Pojoaque Tribal members and Pueblo owned properties.
15. "Contractor" shall mean any individual, firm, contractor or organization who contracts with the Pueblo of Pojoaque Utility Board to provide environmental services or utility repairs, design, inspection, reconstruction or operation.
16. "Tribal Works Services" are those basic services necessary for supporting residential and commercial development, including, but not limited to, water, sewer, solid waste collection, roads and appurtenances.
17. "Pueblo of Pojoaque Utility Board" is the agency responsible for, and authorized to manage, the Tribal Works Department of the Pueblo of Pojoaque, as established by this ordinance.
18. "Tribal Works Department" is a governmental department of the Pueblo of Pojoaque authorized to operate the Tribal Works Services provided by the Tribe.
19. "Department" shall mean the Tribal Works Department of the Pueblo of Pojoaque.

20. “Vendor” is any individual firm, contractor or organization who regularly supplies parts, equipment, supplies and services to the Tribal Works Department used in the operation maintenance and management of the Tribal Works Service of the Pueblo of Pojoaque.

21. “Collection Lines” are those sanitary waste water mains maintained by the Tribal Works Department by which sanitary sewer collection and disposal services are provided to customers.

22. “Shall” is mandatory; “may” is permissive.

(c) Pueblo of Pojoaque Utility Board and Tribal Works Department.

1. Establishment of Pueblo of Pojoaque Utility Board. There is hereby established the Pueblo of Pojoaque Utility Board to serve as the advisory, administrative and management department for the Pojoaque Tribal Works Department.

2. Function of Tribal Works Department. There is hereby defined the function of the Pojoaque Tribal Works Department having the responsibility for operating and maintaining the tribal utilities and providing essential community environmental services directly or by contract and directed by the Pueblo of Pojoaque Utility Board.

3. Pueblo of Pojoaque Utility Board Operating Organization. The Pueblo of Pojoaque Utility Board shall operate as a subordinate unit of tribal government, independent in its daily operation, but responsible to the Tribal Council for its actions. The methods of appointment, terms of office, and operating procedures of the Pueblo of Pojoaque Utility Board shall be set forth in this ordinance and in regulations adopted by the Pueblo of Pojoaque Utility Board.

4. Pueblo of Pojoaque Utility Board – Powers and Responsibilities. The Pueblo of Pojoaque Utility Board shall direct the tribal utilities of the Tribe, and obtain and disburse funds as required for planning, construction, operation, maintenance, training, and expansion of the tribal utilities. To fulfill these responsibilities, the Department shall have the power to:

A. Levy and collect reasonable fees for Tribal Works Services

B. Provide for the hiring, training and compensation of appropriate management and maintenance personnel

C. Adopt appropriate regulations to implement the requirement of this ordinance

D. Authorize disbursement of funds for planning, construction, operation, maintenance, training, and repair of Tribal Works Services

- E. Contract with vendors and contractors to assure that safe and reliable environmental services are available to and utilized by the residents of the Pueblo of Pojoaque
- F. Authorize investment of Tribal Works Department funds in accordance with Subsection (d)(6)
- G. Poll and survey residents for service expansions
- H. Establish a “Collection and Payment Policy”
- I. Coordinate activities, services and enforcement with the Pueblo of Pojoaque Tribal Works Department and any other tribal agencies as necessary
- J. Adopt and use a corporate seal
- K. Enter into Memoranda of Understanding/Agreement with Federal, State, Local or Tribal Agencies
- L. Enter into debt obligation in order to provide funding for needed construction within the Tribal Works Department fiscal year budget for, repairs, operations, maintenance and management of the tribal utility service, other debt obligations in excess of the approved fiscal year budget require prior Tribal Council approval
- M. Responsibility to develop, authorize and utilize an annual budget in order to guide and support the operations of the trial works department.

5. Pueblo of Pojoaque Utility Board – Membership. The Pueblo of Pojoaque Utility Board shall be composed of seven (7) persons appointed by the Tribal Council. The Board shall elect from among its members a Chairman, Vice-Chairman, a Secretary, and a Treasurer; no member shall hold more than one elected position. The Council shall ensure that at least one of the five (5) board members shall not be a member of the Tribal Council. Members of the Pueblo of Pojoaque Utility Board shall be known as Utility Board.

6. Term of Office. Except for the initial Board membership, all Board Members will have staggered two (2) year terms. Initial Board members shall serve as follows (these terms shall expire upon the swearing in of newly appointed Board members):

Chairman	(Position 1) – 1 – 4 years
Vice-Chairman	(Position 2) – 1 – 4 years
Secretary	(Position 3) – 1 – 4 years
Treasurer	(Position 4) – 1 – 4 years
Board members	(Position 5) – 1 – 4 years

In the event that a Board member loses or resigns his position on the Utility Board, his appointment to the Pueblo of Pojoaque Utility Board shall expire immediately, and the Council shall fill the vacancy by appointment of a new Board member at the next regular

meeting of the Tribal Council. An outgoing Board member may be re-appointed by the Tribal Council.

7. Pueblo of Pojoaque Utility Board – Method of Appointment. The Tribal Council shall annually appoint persons to fill all Pueblo of Pojoaque Utility Board vacancies. The Tribal Council shall solicit interested community members for nomination to the Board positions. For all Board positions, the Council shall choose persons capable and willing to perform the duties of the Department. After receiving nominations, the Council shall appoint the Board member.

8. Pueblo of Pojoaque Utility Board – Vacancies. If a Board member resigns, moves from the local area, dies, or is found guilty of a felony or major crime in any court of law, the Tribal Council shall declare the Board position vacant. If any Board member misses two (2) consecutive Pueblo of Pojoaque Utility Board meetings without a valid excuse, the Tribal Council may declare the position vacant. All vacancies shall be filled within one (1) month in accordance with this Section. In the event that the number of unfilled Board vacancies prevents gathering of a quorum for purposes of conduction business, the Tribal Council may act as the interim Pueblo of Pojoaque Utility Board until such time as the filling of the vacancies allows for a quorum.

9. Officers. Within ten (10) days after the appointment of the initial Board, there shall be an organizational meeting of the Pueblo of Pojoaque Utility board to elect a Chairman, Vice Chairman, Secretary, and Treasurer from among the Board members. All vacant Officer appointments shall be elected immediately following the annual appointment of the new Board.

10. Duties of Officers. Officers of the Pueblo of Pojoaque Utility Board shall assume the following duties:

A. Chairman – Shall preside at all meetings; call and arrange all meetings; be responsible for all general management of the Utility Authority’s affairs; serve as the Pueblo of Pojoaque Utility Board representative at Tribal Council meetings; and perform all duties incidental to the office.

B. Vice-Chairman – Shall perform all of the Chairman’s duties in the absence of the Chairman; and shall assist the Chairman as required in handling the Pueblo of Pojoaque Utility Board’s affairs.

C. Secretary – Shall keep or cause to be kept a complete and accurate record of all meetings and shall maintain all correspondence, notices and records of the Pueblo of Pojoaque Utility Board.

D. Treasurer – Shall be responsible for oversight of financial records of the Tribal Works Department; shall report the Department’s financial status at each regularly scheduled Pueblo of Pojoaque Utility Board meeting; shall present to the Board for their action all request for funds to meet the Department’s financial obligations; shall

prepare an annual financial statement for submission to the Tribal Council for the general membership meeting; and further, the Treasurer shall provide oversight for all Pueblo of Pojoaque Utility Board accounts in accordance with appropriate sections of this ordinance.

11. Indemnification of Directors, Officers, and Employees. The Board shall indemnify any director, officer, or employee or former director, officer, or employee of any person who may have served at its request as a director, officer, or employee against reasonable expenses actually and necessarily incurred by him in connection with the defense of any action, suit, or proceeding in which he is made a party by reason of being, or having been such director, officer, or employee of the Board or Department, if a majority of Board members indemnification, shall determine in good faith (a) that such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent; (b) that any legal fees paid or any settlement made are reasonable; and (c) that the person seeking indemnification had not acted beyond the scope of his employment. The Board shall also reimburse any director, officer, or employee for reasonable costs of settlements of any such action, suit, or proceeding if it shall be found by a majority of the Board, other than directors involved in the matter of controversy, that it is in the best interest of the Pueblo that such settlement be made and that (a) such person did not act, fail to act, or refuse to act willfully or with gross negligence or with fraudulent or criminal intent, and (b) that any legal fees paid or any settlements made are reasonable.

12. Quarterly Public Meetings. The Pueblo of Pojoaque Utility Board shall meet when business demands and requires attention, but in no case less than once per three (3) month period. The Chairman shall call both regular and special meetings. Any two (2) Board members may request the Chairman, in writing, to schedule a special meeting of the Pueblo of Pojoaque Utility Board. If the Chairman fails to schedule a special meeting within five (5) days after receipt of a written request, any other two (2) Board members may call such a meeting. Meetings shall be held in public places, and the Pueblo of Pojoaque Utility Board shall provide at least five (5) days public notice of public meetings. Emergency meeting may be convened with less than five (5) days' notice, in case of emergency where loss of life, limb or property is threatened, or where the continued operation or fiscal capability of the tribal utilities may be in jeopardy. All meetings shall be open to members of the tribal community and users of the tribal utilities.

13. Executive Meetings. The Pueblo of Pojoaque Utility Board shall be able to hold executive session meetings as needed to discuss business that does not require public input. These meetings may be held in conjunction with the quarterly public meetings.

14. Quorum and Voting. A minimum of three (3) Board members is required to establish a quorum and conduct Pueblo of Pojoaque Utility Board business. The act of a majority of the members voting at a meeting at which a quorum is present shall be the act of the Board. Each Board member of the Pueblo of Pojoaque Utility Board, except the Chairman, shall be entitled to vote on each matter coming properly before the Pueblo of Pojoaque Utility Board. The Chairman shall vote only in the event of a tie. In the case that the Chairman is

not present to cast a tie-breaking vote, the issue being voted upon must be tabled until the next meeting. Casting votes by proxy are specifically disallowed by this ordinance.

15. Meeting Agenda. Regular meetings of the Pueblo of Pojoaque Utility Board shall be conducted according to the following agenda outline:

- A. Call to Order
- B. Roll call
- C. Reading of minutes of previous meeting
- D. Report by Treasurer
- E. Report by Manager and/or Operator
- F. Unfinished business
- G. New business
- H. Miscellaneous business
- I. Adjournment

16. Compensation. Board members of the Pueblo of Pojoaque Utility Board shall serve without monetary compensation, except as determined by the Tribal Council. The Tribal Council shall establish rates for mileage, per diem, or other costs, consistent with tribal policy, and shall direct the Pueblo of Pojoaque Utility Board to approve such expenditures; provided that funds are available within the Tribal Works Department budget approved by the Pueblo of Pojoaque Utility Board and ratified by the Tribal Council.

17. Public Hearings. The Pueblo of Pojoaque Utility Board may convene public hearings to discuss changes in services, construction of services or utility rates assessed to users of tribal utilities. All users of tribal utilities shall be afforded seven (7) days written notice of such hearings, and adequate notices shall be posted at appropriate places within the community.

(d) Management and Finances.

1. Management Personnel. The Pueblo of Pojoaque Utility Board shall manage the business and operating affairs of the Tribal Works Department. The Pueblo of Pojoaque Utility Board may provide for hiring, training and contracting personnel for the care and maintenance of the Tribal utilities (provided that hiring shall be in accordance with tribal personnel policies), and shall establish compensation rates consistent with the Tribal Works Department approved budget. The Pueblo of Pojoaque Utility Board may delegate

only those management duties that are not specifically designated as duties to be performed exclusively by the Pueblo of Pojoaque Utility Board.

2. Annual Budget. The Pueblo of Pojoaque Utility Board shall establish an annual budget enumerating the necessary costs of Tribal Works Department operation, maintenance, training, administration, personnel, liability and other insurance, replacement, and a reserve for major repairs and replacements. The annual budget shall be approved or ratified by the Tribal Council.

3. User Fee Schedule. The annual budget shall be used to determine a fee schedule to be assessed to the users of Tribal Utilities. The budget and fee schedule shall be approved by the Pueblo of Pojoaque Utility Board and ratified by the Tribal Council.

4. Fiscal Year. The fiscal year for the Tribal Works Department shall be the same as the fiscal year of the Tribal Council.

5. Depository. The depository of the Tribal Works Department shall be a separate commercial account or accounts in any bank selected by the Pueblo of Pojoaque Utility Board. Said account shall be in the name "Pueblo of Pojoaque Utility Board".

6. Accounting Practices. Funds on deposits in excess of thirty (30) days working capital may be invested in insured deposits at a commercial bank, savings and loan association or investment company offering the highest interest rate, provided that investment deposits shall have immediate liquidity. The Pueblo of Pojoaque Utility Board Treasurer shall make investment deposits. Withdrawals of investments require the approval of the Pueblo of Pojoaque Utility Board. Withdrawals from accounts shall be signed by two (2) of the officers of the Pueblo of Pojoaque Utility Board.

7. Disbursements and Receipts. The Pueblo of Pojoaque Utility Board shall determine the distribution of funds required for the operation, maintenance and management of the Tribal Works Services. Disbursements will be made by check upon presentation of invoices or vouchers. The Officers of the Pueblo of Pojoaque Utility Board or employees properly designated by the Pueblo of Pojoaque Utility Board shall make disbursements. The checks written on Pueblo of Pojoaque Utility Board accounts shall have two (2) signatures. Checks or cash received will be immediately placed in the depository. Receipts will be issued for all cash received and copies filed and retained for accounting.

8. Records and Accounts. Suitable financial records shall be maintained for all expenditures, receipts from payments for services, investments and returns on investments, and any other financial matters necessary for operation of the Tribal Works Department. The separate accounting records for the Department shall be maintained in an appropriate business like manner. The records of the accounts shall be made available to the Tribal Council upon request.

9. Exclusive Use of Funds. The funds accrued by the Pueblo of Pojoaque Utility Board and kept on deposit are for the exclusive use of the Tribal Works Department for the

necessary operation, maintenance, and management of the Tribal Works Services. Pueblo of Pojoaque Utility Board funds shall not be transferred or loaned to the Tribal General Fund or any other accounts of the Tribe or other Tribal departments, except to pay for services provided to the Pueblo of Pojoaque Utility Board or Department by other Tribal Departments.

10. Audit and Reports. The accounts of the Pueblo of Pojoaque Utility Board will be independently audited annually at the close of the fiscal year at the expense of the Department. The Pueblo of Pojoaque Utility Board will submit annual and requested periodic reports to the Tribal Council.

11. Bonding. Board members of the Pueblo of Pojoaque Utility Board and any other person(s) designated to handle funds for the Tribal Works Department, shall be bonded for amount up to one hundred thousand dollars (\$100,000).

12. Insurance. Fire and other insurance on property owned or used by the Department or on property in which the Department has an insurable interest shall be in amounts and type of coverage specified by the Pueblo of Pojoaque Utility Board. Insurance may be part of the Tribal insurance policies, with the expenses thereof pro-rated Department if so directed by the Tribal Council.

13. Petty Cash. A petty cash fund shall be established in the amount of fifty dollars (\$50.00). This fund may be used to pay small expenses, when necessary, and to pay small obligations when it is not feasible to pay by check on the official depository. The fund may be reimbursed periodically from the official depository of the Pueblo of Pojoaque Utility Board in the amount of and upon the submittal of receipts, vouchers and statements signed by the payees, of their proof of expenditure. The Treasurer shall certify petty cash reimbursement vouchers.

14. Regulations and Policy. The Pueblo of Pojoaque Utility Board shall have the authority to adopt appropriate regulations and policy as needed to implement the provisions contained in this ordinance.

15. Regulation; Policy Suspension Alteration. No regulation duly adopted by the Pueblo of Pojoaque Utility Board may be suspended or altered by any person without prior written authorization of the Pueblo of Pojoaque Utility Board.

16. Amendments. The Pueblo of Pojoaque Utility Board shall recommend amendments to this ordinance that it believes necessary to promote the efficient, cost effective and self-sufficient operation of the Tribal Works Department, and shall present such amendments to the Tribal Council for approval.

17. Grievances. Any customer or any applicant for Tribal Works Services, who is aggrieved by any action of the Tribal Works Department or the Pueblo of Pojoaque Utility Board, may file a grievance with Pueblo of Pojoaque Utility Board. The Pueblo of Pojoaque Utility Board shall abide by the regulations set forth in this ordinance and shall

handle such grievances in a manner which provides for due process of tribal law. All decisions by the Pueblo of Pojoaque Utility Board on matters that have been submitted for grievance under the Department's grievance procedures shall be considered final. Final decisions of the Pueblo of Pojoaque Utility Board may be appealed to the Tribal Council by an aggrieved party only on the basis that the Department's grievance procedures were not followed, or that due process was denied.

18. Non-Waiver of Sovereign Immunity. The Council hereby gives its consent to allowing the Board to sue and be sued in the Board's name, upon any contract, claim or obligation arising out of the Board's activities under this ordinance; provided, however, the Board is not obligated to sue or to allow itself to be sued and this clause in itself is not an express waiver of sovereign immunity of the Board. The Board possesses all rights, privileges and immunities from suit and other proceedings as are possessed by the Pueblo. Any waiver of the Board's rights, privileges or immunities must be express and unequivocal and be approved by the Tribal Council. The Board's exercise of its authority may not be considered consent to the attachment upon any asset of the Board other than assets pledged as collateral for an underlying obligation in accordance with applicable law. Any waiver of sovereign immunity of the Board is not intended to be, nor shall it be construed as, a waiver of sovereign immunity of the Pueblo, nor shall any such waiver create a liability on the part of the Pueblo or be considered a consent to the attachment upon any interest in assets of the Pueblo.

19. Jurisdiction and Choice of Law. The Pueblo of Pojoaque Utility Board and the Tribal Works Department are under the exclusive jurisdiction of the Pueblo of Pojoaque Tribal Court. All matters shall be construed in accordance with the public policy and Law and Order Code of the Pueblo of Pojoaque.

(e) Tribal Works Department – Operation.

1. Services Provided. The services provided by the Tribal Works Department shall include domestic water, sewer and solid waste. The Pueblo of Pojoaque Utility Board may provide additional services upon approval or ratification by the Tribal Council.

2. Water Service. The Pueblo of Pojoaque Utility Board is responsible to provide safe, adequate water for a fee to those houses, businesses and institutions connected to the main lines of the community water system. Responsibility for maintenance will include water sources, storage tanks, controls, mainlines, valves and hydrants, and service lines from the main to the curb stops only. The service line from the curb stop to the house and interior house plumbing are the responsibility of the customer. Where installed, the individual household water meters are owned by the Pueblo of Pojoaque Utility Board and it is the responsibility of the Department to maintain and read the meters. The tribal community water systems shall be managed such that the regulatory requirements of the Federal Safe Drinking Water Act, as established by the Environmental Protection Agency, are satisfied.

3. Wastewater Service. The Pueblo of Pojoaque Utility Board is responsible to provide sanitary disposal of domestic liquid waste for a fee to those houses, businesses and

institutions connected to the mainlines of the community waste water system. Further, the Pueblo of Pojoaque Utility Board is responsible for the maintenance and repair of community sanitary sewage disposal systems. Responsibility for maintenance includes treatment facilities, pumping stations, mainlines, manholes, and services lines to the individual property lines or a point five (5) feet from the exterior of the home. Tribal wastewater collection, treatment and disposal systems shall be managed such applicable Federal regulations of the Clean Water Act and the National Pollution Discharge Elimination System are satisfied. The Pueblo of Pojoaque Utility Board is not responsible for maintenance of individual on-site sewage disposal systems, including individual pumping stations, or for pumping the septic tanks on a periodic basis. The service line from the property line to the house or the septic tank inlet to the house interior house plumbing are the responsibility of the customer.

4. Solid Waste Service. The Pueblo of Pojoaque Utility Board shall provide Solid Waste collection and disposal service for a fee for the houses located in the Pueblo community. The Pueblo of Pojoaque Utility Board will provide this service directly or enter into a contract with a nearby solid waste collection contractor in order to provide this service to the community.

5. Future Services. At some future date the Pueblo of Pojoaque Utility Board may assume responsibility to provide electrical, gas, telephone, cable TV or other Tribal Works Services.

6. Maintenance Schedule. The Pueblo of Pojoaque Utility Board shall develop and follow a regular schedule of maintenance service for each water and waste water system and components thereof.

7. Personnel. The Pueblo of Pojoaque Utility Board shall have the full authority to hire, train, evaluate and discipline or fire if necessary the personnel required to manage, operate and maintain the Tribal Utilities. Existing Tribal Staff may be used and employed by the Tribal Works Department to provide necessary maintenance and management services through agreements approved by the Tribal Council and the Pueblo of Pojoaque Utility Board. The specific personnel policies of the Tribe shall be followed. Job descriptions for all employees will be developed and followed.

8. Purchasing. The Utility system operator may make or approve purchases from the petty cash fund for the amounts up to fifty dollars (\$50.00). Above this amount, the Pueblo of Pojoaque Utility Board Treasurer must give approval and disburse funds according to appropriate sections of this ordinance. An accurate account and receipts of all expenditures shall be kept.

9. Equipment. All utilities equipment shall be maintained according to the established maintenance schedule and repaired when necessary so that disruptions in service are minimized. Utility tools and equipment are not for personal use. Equipment shall not be loaned to other Tribal Departments. A record of tools and the individual to whom they

were assigned shall be maintained. Individuals will be held responsible for the security of tools and supplies that are assigned to them.

10. Inventory. An accurate inventory of tools, equipment, and supplies will be updated annually. A reserve supply of repair parts and regularly used supplies will be maintained by the Department. A listing of equipment specifications and local suppliers of repair parts, replacement equipment and expendable supplies shall be kept by the Tribal Works Department.

11. Public Relations. The Pueblo of Pojoaque Utility Board shall keep customers notified about changes in fees, rates, solid waste collection schedule, water quality regulatory compliance, levels of service and any other information which may affect customer use of sanitary facilities. Notices may be included in monthly billing statements or may be disseminated to the public through separate mailings, newsletters, tribal newspaper or posting throughout the community. These notices must be filed thirty (30) days before proposed change. Any person filing a complaint or seeking information shall be given assistance in a courteous manner. Complaints may be presented verbally or in writing to any Department Staff member for resolution and action. Complaints that cannot be resolved within ten (10) days should be referred to the Pueblo of Pojoaque Utility Board in writing. The Pueblo of Pojoaque Utility Board will resolve such complaints at the next regularly scheduled meeting of the Board. The Chairman may call a special meeting of the Board to resolve complaints as deemed necessary.

12. Emergency Notification. An emergency notification plan will be developed by the Pueblo of Pojoaque Utility Board and reviewed annually for notifying residents and visitors. Notification shall be made in compliance with the applicable federal regulations. Emergency notification shall be required for the following situations:

- A. Discontinued service for more than eight (8) hours.
- B. Substandard conditions in water quality. This includes bacteriological, chemical or physical quality deficiencies.
- C. Change in scheduling of refuse pick-up and septic tank pumping.
- D. Any other conditions which may adversely affect the health of the community residents or visitors.

13. Staff Training. All employees that are newly assigned to operate the utility systems shall receive instruction from an experienced operator. A minimum of thirty-two (32) hours of instruction should be received before the new employee assumes responsibility for operations. Regular operators should receive a minimum in sixteen (16) hours and up to forty (40) hours of formal instruction per year. The Pueblo of Pojoaque Utility Board will assure that operators maintain current knowledge of water, waste water system and/or solid waste operation techniques. A training plan for the operators shall be developed which will provide for continuous upgrading of knowledge and skills in utility operations,

maintenance and management. The goal of the training program shall be New Mexico State certification in the respective field or equivalent.

14. Limits of Responsibility. The Department shall not be responsible for, nor shall it maintain or repair, any private or domestic water system, sewer system, or solid waste collection except by specific agreement establishing fair rates of compensation to the Department, and that is approved and signed by the Pueblo of Pojoaque Utility Board and owner of such facilities. The Department shall not be liable for any loss or damage beyond its control resulting from any defect in, or damage to, a customer's water mains, sewer mains, or solid waste storage facilities.

15. Right of Entry – Inspections. The Department, or its authorized representative, is hereby authorized to make limited, reasonable inspections, at reasonable times, of any grounds, building or residence served by the Tribal Works Department to the extent necessary to insure that customer utility fixtures, lines and equipment are not being operated in a manner that would likely disrupt or interfere with Tribal Works Services. Except in cases of emergency where life, limb, or property are threatened, or in cases of immediate water shortages, the Department shall give the customer at least twenty-four (24) hours' notice prior to requesting permission to enter and inspect. If permission to enter and inspect is denied or impeded in any way, the Department shall obtain a court order authorizing such entry and inspection. Where the permission to enter and inspect is unreasonably withheld, the Department may assess court costs and related expenses and add them to the affected customer's bill.

16. Disruption of Service. The Department may shut off water or waste water service, or disrupt traffic on the public right-of-way to perform repairs, provided that advance notice has been given to affected customers. Provided, however, that in cases of emergencies where loss of life, limb or property is threatened, or in cases of immediate water shortage, service may be disrupted without advance notice. The Department shall not be responsible for consequential damage as a result of lack of water or wastewater during authorized disruptions of service. The Department shall not be liable for any associated damages or delay caused by the breaking or leaking of any pipe, valve, fixture or other contrivance as a result of the lack of water or waste water to or from any mains, services, hydrants, lines or reservoirs during authorized disruptions of service.

17. Permits. No connection, re-connection with, disconnection from, or other private use of any Department water or sewer system, and appurtenance or other utility service or facility shall be made without a written permit by the Pueblo of Pojoaque Utility Board. No construction of any private water or sewer system, or other private utility is authorized without written permission from the Pueblo of Pojoaque Utility Board. The Pueblo of Pojoaque Utility Board may require such plans from the permit applicant as it determines are necessary to decide whether or not a permit should be issued.

18. Contractors/Subcontractors. Contractors and Subcontractors contracted with the Pueblo of Pojoaque must meet all state codes for new construction and repair and must follow Pueblo of Pojoaque policy and approval for installation of utilities. All mechanical,

electrical and structural work must have a letter of approval, meeting state code, by a certified professional engineer (PE) as work is completed. Requirements may be changed as needed in the field with prior approval by the Utility Board.

19. Water Shortage – Service Preference. In cases of a water shortage proclaimed by the Pueblo of Pojoaque Utility Board, the Department shall regulate the amount of water any customer may be allocated. The Pueblo of Pojoaque Utility Board also may give preference to the customers and/or amounts of water to be allocated, provided the Pueblo of Pojoaque Utility Board allocates water according to public necessity of convenience, and provides for fair allocations between customers. Any customer violating a legal allocation may have his water service discontinued. Service shall be resumed only upon payment of the approved reconnection fee and any penalties.

20. Unnecessary Waste of Water. The Pueblo of Pojoaque Utility Board reserves the right to terminate customer's service when the customer has repeatedly, unduly wasted water. Such undue waste may be evidenced by the fact that hydrants, taps, hoses and other fixtures are permitted to run continuously when not in productive use. Where such conditions have been observed, the Pueblo of Pojoaque Utility Board having been notified of the condition, may terminate water to the premise if the condition is not corrected within forty-eight (48) hours after receipt of the notice. Service shall be resumed only after correction of the condition causing a wastage of water and payment by the customer of the approved reconnection fee, penalties and any other amount delinquent to the Pueblo of Pojoaque Utility Board.

21. Conservation of Resources. The Department shall conduct operation, maintenance and repairs services in a manner that will maximize the conservation of natural, financial, and property resources. Customers of the Department shall be encouraged to conserve water resources and to limit water use as necessary to provide a comfortable, healthy and aesthetically pleasing life style. The Department may offer assistance and service to customers for water conservation and other material resources conservation and recovery as determined to be feasible by the Pueblo of Pojoaque Utility Board.

22. New Customer Service. Any dwelling within the service area of the Utilities shall be eligible for service, provided all of the following conditions are met:

- A. Facilities are adequate to meet additional load.
- B. New customer agrees to adhere to this ordinance.
- C. Approval by the Tribal Works Department.

(f) Customer Obligations.

1. Condition for Service – Payments. As a condition for receiving Tribal Works Services from the Tribal Works Department, the customer agrees to comply with all provisions of this ordinance, and any regulations duly adopted by the Pueblo of Pojoaque Utility Board

as well as any other applicable codes or regulations, including being current in the payment of all fees, penalties, costs, damages, or other charges assessed by the Department.

2. Maintenance, Repairs, and Liability. The Customer shall be responsible for maintaining and repairing water and sewer lines located on or in the customer's grounds, building or residence in compliance with applicable regulations. The customer shall notify the Tribal Works Department and New Mexico One-Call (800) 321-2537 in advance of major maintenance or repairs planned for water or sewer lines. The customer shall permit the Department to inspect the work for compliance with applicable regulations. The customer shall be liable for any damage to the Department's lines, equipment or other property caused by the customer, his family, guests, tenants, agents, employees, contractors, licensees or other persons under the customer's control or authority.
3. Customer Termination of Service – Abandonment. A customer planning to vacate any grounds, building or residence served by the Department shall notify the Department in writing one (1) week prior to the date the customer plans to either vacate or terminate service, whichever is later. A customer who fails to give notice is responsible for all charges accrued up to one (1) week after the Department receives notice, or until service is terminated, whichever comes first.
4. Water Shortages. During water shortages declared by the Pueblo of Pojoaque Utility Board, the customer shall limit his use of water according to allocations established by the Pueblo of Pojoaque Utility Board.
5. Inspections. The customer shall not unreasonably withhold permission for the Department to enter and inspect the Department's and customer's fixtures, lines and equipment when necessary to insure that they are operating in a manner that would not likely disrupt or interfere with Tribal Works Services. The customer shall be liable for any cost or related expenses caused by his unreasonable withholding of permission.
6. Permits. The customer shall obtain written permission from the Pueblo of Pojoaque Utility Board prior to making any connection or re-connection to, disconnection from, or other private use of any Department water or sewer system, appurtenance, or other utility service or facility. The customer shall obtain written permission from the Pueblo of Pojoaque Utility Board prior to constructing any private water or sewer system, or other private utility.
7. Cross-Connections. The customer shall not make a cross-connection with Tribal Water supply. A cross-connection is defined as any physical connection between the Tribal Water system and another piping system, either water or waste. Any individual source must be totally disconnected from the household plumbing prior to connection to the Tribal Water Supply. "Disconnection" done solely by a valve shall not be allowed.
8. Solid Waste Facilities. The homeowner may provide his own refuse containers and shall maintain the cans and holding facility in a manner that prevents the harborage of

rodents and vermin. There shall be no excessive accumulation of refuse, solid waste in the community or around individual homes.

9. Use of Waste Water System. The customer shall use the waste water collection, treatment and disposal system only for the disposal of normal household liquid waste including waste from toilet facilities, shower and bathing facilities and kitchen facilities.

10. Unauthorized Disposal. The customer shall not dispose of any material into the sanitary sewer which may cause the collection lines or subsurface drain field to become blocked or excessively loaded with solids, including but not limited to grease, solid waste, disposable diapers, sanitary napkins, paper material other than toilet paper, cigarette waste, cat litter, etc.

11. Toxic Waste Disposal. No customer shall dispose of any toxic, radioactive or otherwise hazardous waste into any Tribal Works Department or private waste water system. Toxic and hazardous waste include but are not limited to: oil, pesticides, gasoline, organic solvents, paint, poisons and other manufactured chemical compounds.

(g) Fee Schedules and Billing.

1. Fee Schedule Establishment. The schedule of fees for Tribal Works Services shall be established annually by the Pueblo of Pojoaque Utility Board. The fee schedule shall be based on the historical and estimated average annual costs for operation of all Tribal Works Services. The fee schedule shall include a basic rate for all services and other fees, charges, penalties and assessments that the Pueblo of Pojoaque Utility Board is authorized to levy as provided under various sections of this ordinance. Payment for the basic services shall be required of each customer regardless of whether, or the extent to which, the customer uses any of the services. The fee schedule may be adjusted as needed to meet utility operating expenses.

2. Public Hearing. The Pueblo of Pojoaque Utility Board shall hold a public hearing whenever a new fee schedule is proposed for adoption. Five (5) days in advance of the hearing, the proposed fee schedule shall be sent to each customer and shall be posted in appropriate places. Following the public hearing the Pueblo of Pojoaque Utility Board shall set a fee schedule, taking into consideration comments received at the hearing.

3. Notice to Customers. A copy of the fee schedule adopted by the Pueblo of Pojoaque Utility Board shall be sent to each customer at least thirty (30) days prior to the date the established fees take effect.

4. Billing Responsibility. The Pueblo of Pojoaque Utility Board is responsible for billing customers for Tribal Works Services. The billing service, however, may be contracted to the Pueblo of Pojoaque Tribal Works Department, or other agency or firm at the discretion of the Pueblo of Pojoaque Utility Board and Tribal Council.

5. Monthly Statement. Each month the Tribal Works Department shall mail or otherwise deliver a statement detailing the following information to all utility customers:

- A. The customer's name and account number
- B. The types and levels of service used in the current month
- C. The billed cost of the current month's service, plus an accounting of bills or charges past due, if any
- D. The date the payment is due
- E. The location to mail or deliver payment

6. Due Date. Pueblo of Pojoaque Utility Board regulation shall establish the monthly date on which payment will be due.

7. Payments Past Due. Payments not received within six (6) days after the established due date are considered past due. The Tribal Works Department shall issue a notice of payment past due to the customer, detailing the payment owed and the consequences for failure to pay. The notice shall be sent no later than the date the next billing is sent out and if not complied with will follow guidelines stated in Section (h).

8. Delinquent Account. If the payment past due is not paid within six (6) days after the next regular monthly due date, the account shall be declared delinquent.

9. Notice of Delinquency. The Department shall immediately notify the customer in writing once his account has been declared delinquent, and list the sanctions that may be imposed without further notice. Notice of delinquency shall be made by certified mail or such other means to provide proof of receipt by the customer.

10. Advance Deposits. The Pueblo of Pojoaque Utility Board may require each new customer to pay an advance deposit equal in amount to the basic monthly rate fees for the first month of service, prior to receiving services. The Pueblo of Pojoaque Utility Board no longer than one (1) year shall retain the deposits. The deposits, with interest compounded at passbook rates, shall be credited to the individual customer's utility account balance at the end of the deposit period, providing that the customer's account is not delinquent and in arrears. Any remaining deposit funds will be returned to the customer.

(h) Enforcement; Penalties; Sanctions.

1. Department and Enforcement. The Pueblo of Pojoaque Utility Board is hereby authorized by the Tribal Council to collect established fees for service and to impose sanctions and penalties for non-payment. The Pueblo of Pojoaque Utility Board shall enforce its regulations, fee collections and provisions of this ordinance by shutting off

water service of any and all violators and delinquent bill-payers or imposing other penalties and sanctions as authorized.

2. Attachment of Customers' Property. The Pueblo of Pojoaque Utility Board shall not seek to attach customers' property, nor seek to have fines assessed by Tribal Court, except in limited cases of blatant or continued abuses or destruction of property.

3. Penalty Schedule. The Pueblo of Pojoaque Utility Board shall develop and adopt a penalty schedule which outline specific penalties, fines and assessments for violation and non-compliance with the provisions of this ordinance. The penalty schedule shall be reviewed for appropriateness annually by the Pueblo of Pojoaque Utility Board.

4. Sanctions Authorized. The following sanctions may be imposed by the Pueblo of Pojoaque Utility Board for failure of the customer to comply with any provisions of this ordinance or with any duly adopted regulation of the Pueblo of Pojoaque Utility Board:

A. Termination of service(s)

B. Assessment of penalties or late charges based on a penalty schedule adopted by regulation of the Pueblo of Pojoaque Utility Board

C. Assessment of damages resulting from the customer's non-compliance

D. Forfeiture of all or part of a deposit and any accumulated interest

E. Filing of a lien against the customer's property after the account is declared delinquent

F. Enforcing a lien by seeking judgment, and satisfaction from the customer's property from a court of competent jurisdiction

G. Filing suit for damages in a court of competent jurisdiction

H. Referring violations that may involve criminal conduct to the police or prosecutor

5. Sanctions Guidelines. The Pueblo of Pojoaque Utility Board shall use the following guidelines when considering the appropriate sanctions to be imposed in any given case:

A. Whether the sanction is required by this ordinance or other applicable law

B. Whether imposition of sanction is discretionary

C. The minimum sanction needed to effect compliance

D. The customer's past record of compliance or non-compliance, or good faith efforts to achieve compliance

E. The customer's statements or behavior indicating the likely success of a given sanction securing compliance

F. The effectiveness of similar sanctions in securing compliance in other cases

(i) Miscellaneous Provisions.

1. Validity, Severability. The invalidity of any section, clause, sentence or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

2. Amendments. The Pueblo of Pojoaque Tribal Council has the power to amend this ordinance at any time. The Tribal Council shall act upon proposed amendments to this ordinance, submitted for action by the Pueblo of Pojoaque Utility Board, by approval or disapproval of such proposed amendments.

3. Suspension of Ordinance. No employee, officer, contractor or agent of the Pueblo of Pojoaque is authorized to suspend or alter any of the provisions of this ordinance without formal approval of the Pueblo of Pojoaque Tribal Council.