

New Mexico Register

The official publication for all official notices of rulemaking
and filing of proposed, adopted and emergency rules.

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The New Mexico Register

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Telephone: (505) 476-7941; Fax: (505) 476-7910; E-mail: staterules@state.nm.us.

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New Mexico Register

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July 15, 2025

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Notices of Rulemaking and Proposed Rules

GAMING CONTROL BOARD

NOTICE OF PROPOSED RULEMAKING

The Gaming Control Board hereby gives notice that the Board, at a Regular Board Meeting open to the public, will consider public comments received and determine whether to adopt the described rules below.

The Board will consider the proposed rulemaking on Wednesday, August 20, 2025 beginning at 9:00 am at the Gaming Control Board, 4900 Alameda Blvd. NE, Albuquerque, NM 87113. Interested individuals may also attend via Zoom as follows:

<https://us06web.zoom.us/j/85909302122?pwd=UKa28nW0AZurFQDYYssCfGVWbDmoxf.1>
Meeting ID: 859 0930 2122
Passcode: 8Bh6th

The public comment period for this rulemaking closed with the public comment hearing which occurred on June 16, 2025.

15.1.7.7 NMAC Definitions:

Purpose: Repeal and replace rule to make it more current and applicable.

Summary of Full Text: In subsection B changing “central site” to “designated location” as “central site” suggests a very fixed location, but “designated location” can change in case of emergency or other necessity. In subsection J, removes second sentence of definition of “gaming media” because, even though it is not an exhaustive list, it is unnecessary to the definition.

In subsection L, the definition of “Machine entry access log” is restructured to make a little more sense. The change does not substantively change the definition of “machine entry access log”. In subsection T changes “ticket in/ ticket out” to “ticket-in-ticket-out”

and adds acceptance of “online” tickets.

15.1.7.8 NMAC Evaluation of New Gaming Machines and Modifications to Previously-Approved Gaming Machines:

Purpose: Provides clarifying language.

Summary of Full Text: Adds to subsection A that gaming machines are to meet specifications of prototypes approved by the board “or a board approved independent gaming test laboratory” which would include GLI.

In subsection C changes “as set forth in this rule” to “as determined by the board” which provides more flexibility for prompt adaptation to changing circumstances.

15.1.7.9 NMAC Security and Audit Specifications

Purpose: Cleans up language.

Summary: Clarifies language in subsection B for what is required for display of gaming machine registration tags.

15.1.7.10 NMAC Security and Audit Specifications

Purpose: Updates language for current needs.

Summary: Subsections G and H are modified to require gaming machines to present a history of the outcome of ten games prior to the present game as opposed to four games.

15.1.7.11 NMAC General Ticketing Standards

Purpose: Cleans up language to make it more consistent with the rest of the rules.

Summary: In subsection A, adds “free play credits” to what can be offered at TITO-enabled slot machines.

Subsection B changes “casino’s” to “racetrack licensee’s” to keep language consistent with subsection A.

A technical change in subsection C removing the space between “a t”. “Validation” removed from subsection D as it is unnecessary and inconsistent with the style of the remainder of the rule; also changes “casino” to “racetrack licensee” for consistency. Subsection E removes “either” as it is unnecessary for the meaning of the subsection.

Subsection H changes “procedures” to “standards” so it reads “minimum internal control standards” which is consistent with how they are referenced everywhere else.

15.1.7.12 NMAC Accounting Meter Specifications

Purpose: Removes obsolete language.

Summary: Removes all references to anything “electromechanical” as that term is obsolete. Also cleans up language.

15.1.7.21 NMAC Display of Rules of Play

Purpose: Removes obsolete language.

Summary: Removes in subsection E “Except for posting of odds pursuant to Section 15.1.10.21 NMAC” because that section is reserved and does not currently contain any substantive material.

15.1.7.25 NMAC Ticket Printer Specifications

Purpose: Clarifies language.

Summary: Changes subsection C from “an approved system” to “a system approved by the board” for clarity.

15.1.7.28 NMAC Revocation of License or Approval

Purpose: Updates language.

Summary: Changes paragraph (2) of subsection A to remove “frequently” as to machine malfunctions. Changes “must” to “shall” in subsection B.

Authority: Section 60-2E-7 NMSA 1978 and Section 60-2E-8 NMSA 1978.

All written public comments are posted on the website throughout the written comment period at: <https://www.gcb.nm.gov/rulemaking/>.

Any person with a disability who needs a reader, amplifier, qualified sign language interpreter, or auxiliary aid or service to attend or participate in the hearing should contact (505) 841-9700.

GAMING CONTROL BOARD

NOTICE OF PROPOSED RULEMAKING

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<https://us06web.zoom.us/j/85909302122?pwd=UKa28nW0AZurFQDYssCfGVWbDmoxf.1>

Meeting ID: 859 0930 2122

Passcode: 8Bh6th

The public comment period for this rulemaking closed with the public comment hearing which occurred on June 25, 2025.

15.4.1.7 NMAC - DEFINITIONS:

Purpose: Repeal definition of “Game

of chance”, amend to add definition for “Manufacturer central system”, “point of sale system” and “Ticket in / Ticket out” (TITO).

Summary: Game of chance is defined in statute Subsection N of Section 60-2F-4 NMSA 1978, eliminate redundancy and is easier to understand. Definitions for Manufacturer central system, point of sale system, and Ticket in/ Ticket out (TITO) are to support the amendment to Pull-Tab Equipment regarding transportation/shipping requirements.

15.4.1.17 NMAC - HOUSE RULES

Purpose: Amend the minimum requirements for house rules.

Summary: Adding an additional requirement to house rules for licensee who sell Pull-Tabs, regarding progressive pull-tab games.

15.4.6.10 NMAC - PULL-TAB EQUIPMENT

Purpose: To put into rule the requirements for transporting/shipping pull-tab equipment into, out of and around the state of New Mexico.

Summary: Making sure that the pull-tab equipment being used in New Mexico complies with the law and that it’s movement between distributors, manufacturers and licensees accurately represents what is in use.

Authority: Section 60-2F-3 NMSA 1978 and Section 60-2E-7 NMSA 1978.

Details for Obtaining a Copy of Rule and Submitting Oral or Written Comments:

Copies of the proposed rules are available on the Gaming Control Board’s website at <https://www.gcb.nm.gov/rulemaking/> or can be obtained by emailing GCB-PIO@gcb.nm.gov. The proposed rules are also available on the New Mexico Sunshine Portal. Interested individuals may provide comments

at the public hearing. Before the public hearing, written comments may be sent to GCB-PIO@gcb.nm.gov or by regular mail at Attn: Angela M. Armstrong - proposed rule, The Gaming Control Board, 4900 Alameda Blvd. NE, Albuquerque, NM 87113. The deadline to receive written comment was Wednesday, June 25, 2025. All written public comments will be posted on the website throughout the written comment period at: <https://www.gcb.nm.gov/rulemaking/>.

Authority: Section 60-2F-3 NMSA 1978 and Section 60-2E-7 NMSA 1978.

All written public comments are posted on the website throughout the written comment period at: <https://www.gcb.nm.gov/rulemaking/>. Any person with a disability who needs a reader, amplifier, qualified sign language interpreter, or auxiliary aid or service to attend or participate in the hearing should contact (505) 841-9700.

End of Notices of Rulemaking and Proposed Rules

Adopted Rules

Effective Date and Validity of Rule Filings

Rules published in this issue of the New Mexico Register are effective on the publication date of this issue unless otherwise specified. No rule shall be valid or enforceable until it is filed with the records center and published in the New Mexico Register as provided in the State Rules Act. Unless a later date is otherwise provided by law, the effective date of the rule shall be the date of publication in the New Mexico Register. Section 14-4-5 NMSA 1978.

ALBUQUERQUE-BERNALILLO COUNTY, AIR QUALITY CONTROL BOARD

This is an amendment to 20.11.8 NMAC, Sections 11 and 13, effective 7/15/2025.

20.11.8.11 INCORPORATION OF FEDERAL AMBIENT AIR QUALITY STANDARDS: Except as otherwise provided, the National Primary and Secondary Ambient Air Quality Standards of the United States environmental protection agency including the General Provisions thereto, codified at 40 CFR Part 50 (including appendices), as amended through [November 5, 2024] March 24, 2025, are hereby incorporated into 20.11.8 NMAC. Section 20.11.8.13 NMAC is a summary of the federal and state standards incorporated in 20.11.8 NMAC. [20.11.8.11 NMAC - N, 7/1/2004; A, 9/14/2009; A, 11/05/2024; A, 7/15/2025]

20.11.8.13 SUMMARY OF FEDERAL AND STATE AMBIENT AIR QUALITY STANDARDS:

Pollutant	Standards			
	Reference	Federal Primary	Federal Secondary	New Mexico State
Carbon Monoxide (CO)				
8-hour average	40 CFR 50.8	9 ppm	none	[8.7 ppm] <u>none</u>
1-hour average	40 CFR 50.8	35 ppm	none	[13.1 ppm] <u>none</u>
8-hour average	<u>20.2.3.111 NMAC</u>	<u>none</u>	<u>none</u>	<u>8.7 ppm</u>
1-hour average	<u>20.2.3.111 NMAC</u>	<u>none</u>	<u>none</u>	<u>13.1 ppm</u>
Nitrogen Dioxide (NO₂)				
[24-hour average]	[20.2.3.111 NMAC]	[none]	[none]	[0.10 ppm]
1-hour average	40 CFR [50] <u>50.11</u>	100 ppb	none	none
Annual arithmetic mean	40 CFR 50.11	0.053 ppm	0.053 ppm	[0.05 ppm] <u>none</u>
<u>24-hour average</u>	<u>20.2.3.111 NMAC</u>	<u>none</u>	<u>none</u>	<u>0.10 ppm</u>
<u>Annual arithmetic average</u>	<u>20.2.3.111 NMAC</u>	<u>none</u>	<u>none</u>	<u>0.05 ppm</u>
Ozone (O₃)				
8-hour average	40 CFR [50.15]- <u>50.19</u>	0.070 ppm	0.070 ppm	none
(Effective December 28, 2015)				
Sulfur Dioxide (SO₂)				
1-hour average	40 CFR [50.4] <u>50.17</u>	[0.75] <u>75</u> ppb	none	none
3-hour average	40 CFR 50.5	none	0.5 ppm	none
<u>Annual (arithmetic mean)</u>	<u>40 CFR 50.21</u>	<u>none</u>	<u>10 ppb</u>	<u>none</u>

24-hour average	20.2.3.110 NMAC	none	none	0.10 ppm
Annual (arithmetic mean)	20.2.3.110 NMAC	none	none	0.02 ppm
Particulate Matter (PM_{2.5})				
24-hour average	40 CFR 50.13; <u>40 CFR 50.18; 40 CFR 50.20</u>	35 µg/m ³	35 µg/m ³	none
(Effective December 18, 2006)				
Annual (arithmetic mean)	40 CFR [50.7 & 40 CFR 50.13]- <u>50.20</u>	9.0 µg/m ³	[9.0] <u>15.0</u> µg/m ³	none
Particulate Matter (PM₁₀)				
24-hour average	40 CFR 50.6	150 µg/m ³	150 µg/m ³	none
Lead (Pb)				
Rolling 3-month average	40 CFR 50.16	0.15µg/m ³	0.15µg/m ³	none
(Effective 1 year after date of area attainment designation)				
Hydrogen Sulfide				
1-hr average	20.2.3.110 NMAC	none	none	0.010 ppm
Total Reduced Sulfur				
1/2-hour average	20.2.3.110 NMAC	none	none	0.003 ppm
Particulate Matter (TSP)				
24-hour average	20.2.3.109 NMAC	none	none	none
7-day average	20.2.3.109 NMAC	none	none	none
30-day average	20.2.3.109 NMAC	none	none	none
Annual geometric mean	20.2.3.109 NMAC	none	none	none]

[20.11.8.13 NMAC - N, 7/1/2004; A, 9/14/2009; A, 11/05/2024; A, 7/15/2025]

ECONOMIC DEVELOPMENT DEPARTMENT

This is an amendment to 5.5.50 NMAC, Section 10, effective July 15, 2025.

5.5.50.10 REIMBURSABLE EXPENSES:

A. The following expenses may be eligible for reimbursement through JTIP.

(1) A percentage of trainee wages for up to six months of initial training.

(2) Cost of providing custom classroom training at a New Mexico post-secondary public educational institution with a cap of \$6,000 per trainee. Reimbursement for classroom training is consistent with JTIP policy and ranges from fifty percent to seventy-five percent based on company location.

(3) A percentage of intern wages for up to 1040 training hours.

B. Standard reimbursement rates for wages range up to seventy-five percent. Positions that meet the JTIP requirements with

starting wages at levels eligible for the high wage job tax credit may be also eligible for an additional five percent wage reimbursement. Positions filled by trainees who meet any of the three following criteria may be eligible for an additional five percent wage reimbursement above the standard rates if the approved entry wage is at least the minimum rate for the Job Zone as outlined in the JTIP wage chart on Paragraph (2) of Subsection D. of 5.5.50.10 NMAC for Zones 1, 2, 3 and 4:

(1) Trainee has graduated out of the New Mexico Foster Care System.

(2) Trainee has graduated within the past 12 months from a post-secondary training or academic program at a New Mexico institution of higher education.

(3) Trainee is a U.S. veteran.

Companies may combine any one of the three conditions above with the additional five percent wage reimbursement for high-wage positions, for a total additional wage reimbursement not to exceed ten percent above the standard rates. If a company is participating in other job reimbursement training programs such as the Workforce Innovation and Opportunity Act (WIOA), the combined reimbursement to the company may not exceed one hundred percent.

C. JTIP approved employers that utilize business support services through the recognized New Mexico Workforce Connection offices across the state or through other independent human resource support service providers that help small businesses develop successful recruitment strategies to grow and retain their workforce may be eligible for an additional five percent reimbursement above the standard rates.

D. The job training incentive program allows for reimbursement only at the completion of training. If an employee does not complete the training period, no funds can be claimed for that employee. If another trainee can be hired in that position within the six month hiring period and complete training before the contract end date, a claim can be submitted for the successful trainee.

E. Wage reimbursement:

(1) Trainee wages are generally the largest expense associated with training. JTIP reimburses the company for a significant portion of trainee wages during the initial training period. The percentage of standard reimbursement ranges up to seventy-five percent, depending on the business location.

(2) The number of hours eligible for reimbursement varies by position, up to 1,040 hours (six months). The number of hours eligible for reimbursement for each position is based on the O*NET (occupational information network) job zone classification for the O*NET position which most closely matches the company's job description and the wage paid the trainee at the point of hire. The O*NET system, sponsored by the US department of labor, is available at <http://onetonline.org>. Each job in the O*NET system is assigned to one of five job zones, with recommended training hours for each zone. For fiscal year [2025] 2026, the JTIP board may maintain wage requirements effective in the first year of JTIP approval for the length of the job ramp within the project participation agreement (PPA) for companies that are also engaged in a LEDA agreement with the economic development department provided the company meets job creation requirements within the period and wages do not fall below the statewide minimum wage.

The number of recommended hours for fiscal year [2025] 2026 are outlined in the table below.

General Guideline for Duration of Reimbursable Training Time/Wages for [FY2025 (July 1, 2024-June 30, 2025)] FY2026 (July 1, 2025-June 30, 2026)							
Job Zone	Definitions	SVP Range/ Conversions	Hours	Min. Wage @ Hiring - Urban	Min. Wage @ Hiring - Rural	Days	Weeks
1	Little or no preparation needed	Below 4.0	320	[15.50]- <u>15.95</u>	[13.18]- <u>13.56</u>	40	8
2a	Some preparation needed	4.0 to < 6.0	480	[17.00]- <u>17.49</u>	[13.68]- <u>14.08</u>	60	12
2	Some preparation needed	4.0 to < 6.0	640	[18.50]- <u>19.04</u>	[14.18]- <u>14.59</u>	80	16
3a	Medium preparation needed	6.0 to < 7.0	800	[20.00]- <u>20.58</u>	[15.68]- <u>16.13</u>	100	20
3	Medium preparation needed	6.0 to < 7.0	960	[21.50]- <u>22.12</u>	[16.68]- <u>17.16</u>	120	24
4	Considerable preparation needed	7.0 to < 8.0	1,040	[24.50]- <u>25.21</u>	[17.68]- <u>18.19</u>	130	26
	Align with HWJTC	Additional five percent		28.85	19.23		

(3) The JTIP staff will ensure that the O*NET occupations match the company job description for the requested position and that training hours requested do not exceed the O*NET guideline. The board will also review the company's educational and experience requirements of the applicants to determine the degree of match with the company's job descriptions. The JTIP board may award training hours based on the O*NET guideline unless the company clearly substantiates that additional hours are required. In determining the appropriate number of training hours, the board considers the training plan, the training objectives, and the hourly wage at point of hire associated with the position.

(4) The board has also adopted a wage requirement for JTIP participation. The wage requirement varies by job zone and company location (rural/urban). These requirements are listed in the tables above. If a company establishes a wage range which includes wages below the minimum wage recommended for that position and job zone, the number of hours eligible for reimbursement may be reduced from the O*NET recommended hours as per criteria and procedures set forth by and at the discretion of the JTIP board, which may include consideration of the company benefits package. Generally, the hours are reduced to the hours allowed for the next lower job zone. The reimbursement percentages may be adjusted at the discretion of the board based on availability of funds or sufficient appropriations.

(5) The percentage of wages reimbursed depends primarily on the business location. The categories for location are urban, rural, frontier, economically distressed, and Native American land.

(a) Companies located in urban areas (cities with population above 60,000 in the most recent federal decennial census) and Class H counties (i.e., Los Alamos) are reimbursed at up to

fifty percent for all eligible training hours. Urban communities are: Albuquerque 562,599, Las Cruces 112,914, Rio Rancho 111,803, and Santa Fe 88,193.

(b) Companies located in rural areas, outside those listed above are reimbursed at up to sixty-five percent for all eligible training hours.

(c) Companies located in frontier areas (communities with a population of 15,000 or fewer and outside an MSA) are reimbursed at up to seventy-five percent for all eligible training hours.

(d) Companies located in an economically distressed area in New Mexico are eligible for up to seventy-five percent reimbursement. To receive up to seventy-five percent reimbursement, a company must be located in a county with an unemployment rate significantly higher than the state unemployment rate. However, the JTIP board may entertain an exception to this policy when a company is located in a community experiencing a combination of other distressed economic conditions such as recent significant job losses due to business closures or down-sizing, a decline in population, loss of gross receipts or other factors.

(e) Companies located on Native American reservations are eligible for up to seventy-five percent reimbursement.

(f) Companies located in federally designated colonias in New Mexico are eligible for up to seventy-five percent reimbursement for all eligible training hours.

(6) JTIP eligible positions with starting wages eligible for the high wage job tax credit may be eligible for an additional five percent reimbursement. These requirements are a hiring salary of \$60,000 or higher in an urban or class H county and a hiring salary of \$40,000 or higher in a rural location or economically disadvantaged area. Trainee requirements are still factors

for JTIP eligibility. The percentage of wages reimbursed for high-wage positions filled by trainees who do not meet the one-year residency requirement is unique and not subject to any additional wage reimbursement above the standard rate. Companies located in urban areas and Class H counties are reimbursed up to [thirty] ~~forty~~ percent for all eligible training hours. Companies located in rural areas are reimbursed up to [forty] ~~fifty~~ percent for all eligible training hours. Companies located in frontier areas are reimbursed up to [fifty] ~~sixty~~ percent for all eligible training hours.

(7) JTIP eligible positions filled by trainees who have graduated within the past 12 months from a post-secondary training or academic program at a New Mexico institution of higher education may be eligible for an additional five percent reimbursement.

(8) JTIP eligible positions filled by U.S. veterans may be eligible for an additional five percent reimbursement.

(9) Trainee has graduated out of the NM Foster Care System may be eligible for an additional five percent reimbursement.

(10) Additional guidelines for wage reimbursement:

(a) Eligible trainee hours shall not exceed 1,040 hours per trainee (six months) based on the company's scheduled workweek, not to exceed 40 hours per week.

(b) Reimbursement is calculated on base pay only. Bonus pay, overtime, commission and stock options are not eligible for reimbursement.

(c) If the company compensates the trainee for annual, holiday or sick leave during the approved training period, those hours are included in the approved training hours at the base rate.

(d) Any training hours that exceed the contracted amount are the responsibility of the company.

(e) If a company is participating in other

job reimbursement training programs such as WIOA, the combined reimbursement to the company may not exceed one hundred percent.

(f) Additional wage reimbursement may not exceed ten percent above the standard rates. Companies may combine the additional five percent wage reimbursement for high-wage jobs with one of the three following conditions for an additional five percent wage reimbursement provided the entry wage is at least the minimum rate for the job zone as outlined in the JTIP wage chart on Paragraph (2) of Subsection D of 5.5.50.10 NMAC for Zones 1, 2, 3 and 4:

- (i) the trainee has graduated out of the New Mexico foster care system;
- (ii) the trainee has graduated within the past 12 months from a post-secondary training or academic program at a New Mexico institution of higher education;
- (iii) the trainee is a U.S. veteran. High-wage positions filled by trainees who do not meet the one-year residency requirement are not eligible for additional wage reimbursement above the standard rate.

F. Reimbursement for custom classroom training: Payment for custom classroom training services provided by public post-secondary educational institutions is restricted to instructional costs. The rate of reimbursement to the institution is at a maximum of \$6,000 per trainee. Instructional costs for classroom training conducted by an educational institution may include course development, instructional salaries, relevant supplies and materials, expendable tools, accounting services, and other costs associated with conducting the training program. No training equipment may be purchased or rented using JTIP funds. [5.5.50.10 NMAC - Rp, 5.5.50.10 NMAC, 6/26/2018; A, 1/1/2020; A, 7/14/2020; A, 7/7/2021; A, 7/12/2022; A, 6/27/2023, A 7/16/2024, A 7/15/2025]

GAME AND FISH DEPARTMENT

TITLE 19 NATURAL RESOURCES AND WILDLIFE CHAPTER 31 HUNTING AND FISHING PART 6 MIGRATORY GAME BIRD

19.31.6.1 ISSUING AGENCY: New Mexico department of game and fish. [19.31.6.1 NMAC - Rp, 19.31.6.1 NMAC, 9/1/2025]

19.31.6.2 SCOPE: Sportspersons interested in migratory game bird management and hunting. Additional requirements may be found in Chapter 17 NMSA 1978 and Title 19 NMAC. [19.31.6.2 NMAC - Rp, 19.31.6.2 NMAC, 9/1/2025]

19.31.6.3 STATUTORY AUTHORITY: Section 17-1-14 and 17-1-26 NMSA 1978 provide that the New Mexico state game commission has the authority to establish rules and regulations that it may deem necessary to carry out the purpose of Chapter 17 NMSA 1978 and all other acts pertaining to protected mammals, birds and fish. [19.31.6.3 NMAC - Rp, 19.31.6.3 NMAC, 9/1/2025]

19.31.6.4 DURATION: September 1, 2025 - March 31, 2026. [19.31.6.4 NMAC - Rp, 19.31.6.4 NMAC, 9/1/2025]

19.31.6.5 EFFECTIVE DATE: September 1, 2025, unless a later date is cited at the end of a section. [19.31.6.5 NMAC - Rp, 19.31.6.5 NMAC, 9/1/2025]

19.31.6.6 OBJECTIVE: Establishing open hunting seasons, regulations, rules and procedures governing the issuance of migratory game bird licenses and permits by the department. [19.31.6.6 NMAC - Rp, 19.31.6.6 NMAC, 9/1/2025]

19.31.6.7 DEFINITIONS:

A. "Bernardo pond unit" shall mean that portion of Bernardo wildlife management area extending approximately 3,500 feet south of U.S. 60 and 2,200 feet west of the Unit 7 drain.

B. "Bernardo youth unit" shall mean that portion of Bernardo wildlife management area immediately south of the Quagmire, west of the San Francisco ditch, and east of the unit 7 drain.

C. "Central flyway" shall mean that portion of New Mexico east of the continental divide.

D. "Dark goose" shall mean Canada goose or white-fronted goose.

E. "Department" shall mean the New Mexico department of game and fish.

F. "Director" shall mean the director of the New Mexico department of game and fish.

G. "Dove north zone" or "north zone" shall mean that portion of New Mexico north of Interstate 40 from the Arizona-New Mexico border to Tucumcari and U.S. 54 at its junction with Interstate 40 at Tucumcari to the New Mexico-Texas border.

H. "Dove south zone" or "south zone" shall mean that portion of New Mexico south of Interstate 40 from the Arizona-New Mexico border to Tucumcari and U.S. 54 at its junction with Interstate 40 at Tucumcari to the New Mexico-Texas border.

I. "Eastern New Mexico sandhill crane hunt area" or "eastern" shall mean the following counties: Chaves, Curry, De Baca, Eddy, Lea, Quay and Roosevelt.

J. "Estancia valley sandhill crane hunt area" or "EV" shall mean that area beginning at Mountainair bounded on the west by N.M. 55 north to N.M. 337, north to N.M. 14, and north to Interstate 25; on the north by Interstate 25 east to U.S. 285; on the east by U.S. 285 south to U.S. 60; and on the south by U.S. 60 from U.S. 285 west to N.M. 55 in Mountainair.

K. “Falconry” shall mean hunting migratory game birds using raptors.

L. “Federal youth waterfowl hunting days” shall mean the special seasons where only those 17 years of age and younger may hunt ducks, coots and gallinules in the Pacific flyway or ducks and coots in the central flyway. A supervising adult at least 18 years of age must accompany the youth hunter. The adult may not hunt ducks, coots or gallinules, but may participate in other seasons that are open on the special youth days.

M. “Light geese” shall mean snow geese, blue phase snow geese and Ross’s geese.

N. “Light goose conservation order” shall mean those methods, bag and possession limits and dates approved by the U.S. fish and wildlife service towards reducing over-abundant light goose populations.

O. “Middle Rio Grande valley (MRGV) dark goose hunt area” shall mean Sierra, Socorro and Valencia counties.

P. “Middle Rio Grande valley (MRGV) sandhill crane hunt area” shall mean Valencia and Socorro counties.

Q. “Migratory game bird” shall mean band-tailed pigeon, mourning dove, white-winged dove, sandhill crane, American coot, gallinule, snipe, ducks, geese, sora and Virginia rail.

R. “North zone” shall mean that portion of the Pacific flyway north of Interstate 40, and that portion of the central flyway north of Interstate 40 from the continental divide to Tucumcari and U.S. 54 at its junction with Interstate 40 at Tucumcari to the New Mexico-Texas border.

S. “Pacific flyway” shall mean that portion of New Mexico west of the continental divide.

T. “Possession limit” shall mean the number of birds in a person’s possession regardless of the location stored.

U. “Quagmire” shall mean that portion of Bernardo

wildlife management area south of U.S. 60, west of the San Francisco ditch, and east of the unit 7 drain, excluding the Bernardo youth unit at the southern tip.

V. “South zone” shall mean that portion of the Pacific flyway south of Interstate 40, and that portion of the central flyway south of Interstate 40 from the continental divide to Tucumcari and U.S. 54 at its junction with Interstate 40 at Tucumcari to the New Mexico-Texas border.

W. “Southwest band-tailed pigeon hunting area” or “southwest BPHA” shall mean that portion of New Mexico both south of U.S. 60 and west of Interstate 25.

X. “Southwest New Mexico sandhill crane hunt area” or “SW” shall mean that area bounded on the south by the New Mexico-Mexico border; on the west by the New Mexico-Arizona border north to Interstate 10; on the north by Interstate 10 east to U.S. 180, north to N.M. 26, east to N.M. 27, north to N.M. 152, and east to Interstate 25; on the east by Interstate 25 south to Interstate 10, west to the Luna county line, and south to the New Mexico-Mexico border.

Y. “Unit D” shall mean only the ephemeral pond or wetland portion of Bernardo WMA contained within the area extending approximately 1,700 feet north of U.S. 60, east of the railroad tracks, and west of the unit 7 drain.

Z. “Wildlife management areas” or “WMAs” shall mean those areas as described in 19.34.5 NMAC Wildlife Management Areas.

[19.31.6.7 NMAC - Rp, 19.31.6.7 NMAC, 9/1/2025]

19.31.6.8 ADJUSTMENT OF SANDHILL CRANE

PERMITS: The director, with verbal concurrence of the chairperson or their designee, may adjust the number of permits to address significant changes in harvest levels. This adjustment may be applied to any or all of the entry hunt codes.

[19.31.6.8 NMAC - Rp, 19.31.6.8 NMAC, 9/1/2025]

19.31.6.9 LICENSE AND APPLICATION

REQUIREMENTS: Waterfowl hunters 16 years of age and older are required to have in their possession a federal migratory bird hunting and conservation stamp (duck stamp). It shall be unlawful to take or attempt to take migratory birds without a HIP number, or duck stamp if required.

A. Any person taking or attempting to take sandhill cranes in the eastern hunt area must have a valid license and a free sandhill crane hunting permit obtained from department offices or website.

B. For EV sandhill crane, MRGV sandhill crane, MRGV youth-only sandhill crane and SW sandhill crane: in addition to a valid license, a special permit obtained by drawing shall be required.

C. For the light goose conservation order: in addition to a valid license, a free light goose conservation order permit obtained from department offices or website shall be required.

D. For band-tailed pigeon hunting: in addition to a valid license, a free band-tailed pigeon permit obtained from department offices or website shall be required.

E. All permits and licenses shall be valid only for the dates, legal sporting arms, bag limit and area printed on the permit or license.

[19.31.6.9 NMAC - Rp, 19.31.6.9 NMAC, 9/1/2025]

19.31.6.10 MANNER AND METHODS FOR MIGRATORY GAME BIRDS:

A. Hours: Migratory game birds may be hunted or taken only during the period from one-half hour before sunrise to sunset, unless otherwise stated in rule.

(1) Migratory bird hunting hours on the Bottomless lakes overflow, and Bernardo, Casa Colorada, Jackson lake, La Joya and W.S. Huey WMAs shall be from one-half hour before sunrise to 1:00 p.m. unless otherwise stated in rule.

(2) September
teal hunting hours on Bernardo and La Joya WMAs are from one-half hour before sunrise to sunset.

(3) Light
goose conservation order hunting hours, including Bernardo pond unit and Unit D, shall be from one-half hour before sunrise to one-half hour after sunset. Exceptions: Bottomless lakes overflow, Bernardo Quagmire, and Casa Colorada, Jackson lake, La Joya and W.S. Huey WMAs hunting hours shall be from one-half hour before sunrise to 1:00 p.m.

B. Lands and waters owned, administered, controlled or managed by the state game commission:

(1) State
wildlife management areas open, species that can be hunted and days open for hunting:

(a)
Bernardo WMA:

(i)
That portion of the Bernardo WMA south of U.S. 60 is open to teal hunting each day of the September teal season and the federal youth waterfowl hunting days. That portion of the Bernardo WMA north of U.S. 60 is closed unless otherwise stated in rule.

(ii)
The Quagmire shall be open only on Tuesday, Thursday and Sunday to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule.

(iii)
The Bernardo pond unit shall be open for general waterfowl hunting and during the light goose conservation order on Monday, Wednesday and Saturday to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule.

(iv)
The Bernardo youth unit shall be open for youth waterfowl hunting on Monday, Wednesday and Saturday to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule

(v)
Unit D shall be open for general waterfowl hunting and during the light goose conservation order on Monday, Wednesday and Saturday to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule.

(b)
The Edward Sargent, W. A. Humphries, Rio Chama, Urraca, Colin Neblett, Water canyon, Marquez/LBar and Elliot S. Barker WMAs shall be open for hunting dove and band-tailed pigeon during established seasons.

(c)
The portion of Jackson lake WMA west of N.M. 170 shall be open on Mondays, Wednesdays and Saturdays to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe. The portion of Jackson lake WMA east of N.M. 170 shall be open to falconry-only migratory game bird hunting during established seasons.

(d)
The lesser prairie-chicken management areas, Double E and River Ranch WMAs shall be open to hunt dove during established seasons.

(e)
La Joya WMA:

(i)
the entire La Joya WMA shall be open to teal hunting each day of the September teal season and each day of the federal youth waterfowl hunting days;

(ii)
that portion of La Joya WMA north of the main east/west entrance road and west of the railroad tracks shall be open on Saturdays, Mondays and Wednesdays to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule;

(iii)
that portion of La Joya WMA south of the main east/west entrance road and west of the railroad tracks shall be open on Sunday, Tuesday and Thursday to hunt ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons, unless otherwise specifically allowed by rule;

(iv)
that portion of La Joya WMA east of the railroad tracks shall be open to hunt dove, ducks, geese, Virginia rail, sora, gallinule, American coot and snipe during established seasons.

(f)
The Charette lake, McAllister lake, Wagon Mound, Tucumcari, Socorro-Escondida, Hammond tract and Retherford tract WMAs shall be open for all migratory game bird hunting during established seasons.

(g)
The W.S. Huey WMA shall be open for dove hunting on Monday, Wednesday and Saturday during established seasons.

(2) All WMAs
shall be open to falconry waterfowl hunting each day of the established falconry season, unless otherwise restricted by rule.
[19.31.6.10 NMAC - Rp, 19.31.6.10 NMAC, 9/1/2025]

Continued Next Page

19.31.6.11 SPECIES, OPEN AREAS, SEASON DATES AND DAILY BAG LIMITS: 2025-2026 season, all dates are 2025 unless otherwise specified. Possession limits are three times the daily bag limit unless otherwise specified.

species	open areas	season dates	daily bag limit
mourning and white-winged dove	north zone	Sept. 1 - Nov. 29	15 (singly or in aggregate)
	south zone	Sept. 1 - Oct. 28 and Dec. 1 - Jan. 1, 2026	
band-tailed pigeon	southwest BPHA	Oct. 1 - 14	2
	statewide except southwest BPHA	Sept. 1 - 14	
regular season sandhill crane (free permit required)	eastern	Oct. 25 - Jan. 22, 2026	3 (6 in possession)

CENTRAL FLYWAY: possession limits are three times the daily bag limit unless otherwise specified.

species	season dates	daily bag limit
September teal: blue-winged teal, green-winged teal and cinnamon teal	Sept. 13 - 21	6 (singly or in the aggregate)
ducks	north zone: Oct. 11 - Jan. 14, 2026	6 (singly or in the aggregate) that consists of no more than 5 mallard of which only 2 may be female mallard, (Mexican ducks are included towards the mallard bag limit), 3 wood duck, 1 scaup, 2 redhead, 2 hooded merganser, 3 pintail and 2 canvasback
	south zone: Oct. 28 - Jan. 31, 2026	
youth waterfowl days	north zone: Oct. 4 - 5	Ducks: 6 (singly or in the aggregate) that consists of no more than 5 mallard of which only 2 may be female mallard, (Mexican ducks are included towards the mallard bag limit), 3 wood duck, 1 scaup, 2 redhead, 2 hooded merganser, 3 pintail and 2 canvasback Coots: 15
	south zone: Oct. 25 - Oct. 26	
American coot	north zone: Oct. 11 - Jan. 14, 2026	15
	south zone: Oct. 28 - Jan. 31, 2026	
gallinule	Sept. 13 - Nov. 21	1
snipe	Oct. 11 - Jan. 25, 2026	8
Virginia rail & sora	Sept. 13 - Nov. 21	10 (singly or in the aggregate; 20 in possession)
dark goose: regular season closed in Sierra, Socorro and Valencia counties	Oct. 17 - Jan. 31, 2026	5
dark goose: special MRGV season	Dec. 19 - Jan. 31, 2026	2 (2 per season)
light goose	Oct. 17 - Jan. 31, 2026	50 (no possession limit)
light goose conservation order	Feb. 1 - Mar. 10, 2026	no bag or possession limit

PACIFIC FLYWAY: possession limits are three times the daily bag limit unless otherwise specified.

Species	season dates	daily bag limit
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youth waterfowl days	Oct. 11 - 12	Ducks: 7 (singly or in the aggregate) that consists of no more than 2 female mallard, 2 redhead, 3 pintail and 2 canvasback; Coots and gallinules: 25 (singly or in the aggregate)
Ducks	Oct. 19 - Jan. 31, 2026	7 (singly or in the aggregate); that consists of no more than 2 female mallard, 2 redhead, 3 pintail and 2 canvasback
Scaup	Oct. 19 - Jan. 12, 2026	2 (as part of the aggregate duck bag)
American coot and gallinule	Oct. 19 - Jan. 31, 2026	25 (singly or in the aggregate)
Snipe	Oct. 17 - Jan. 31, 2026	8
Virginia rail & sora	Sept. 13 - Nov. 21	25 (singly or in the aggregate)
Goose	north zone: Sept. 27 - Oct. 12 and Nov. 2 - Jan. 31, 2026	5 Canada geese, 10 white-fronted geese and 20 light geese
	south zone: Oct. 17 - Jan. 31, 2026	

[19.31.6.11 NMAC - Rp, 19.31.6.11 NMAC, 9/1/2025]

19.31.6.12 FALCONRY SEASONS: 2025-2026 season, all dates are 2025 unless otherwise specified. Bag limits are three singly or in the aggregate and nine in possession unless otherwise specified.

CENTRAL FLYWAY		
species	open areas	season dates
mourning and white-winged dove	north	Sept. 1 - Dec. 4 and Dec. 21 - Jan. 1, 2026
	south	Sept. 1 - Nov. 5 and Nov. 22 - Jan. 1, 2026
band-tailed pigeon	southwest BPHA	Oct. 1 - 14
	statewide except southwest BPHA	Sept. 1 - 14
sora and Virginia rail	all	Sept. 13 - Dec. 27
snipe	all	Oct. 11 - Jan. 25, 2026
gallinule	all	Sept. 13 - Dec. 27
ducks and coots	north	Sept. 13 - 21 and Oct. 11 - Jan 14, 2026
	south	Sept. 13 - 21 and Oct. 28 - Jan 31, 2026
goose (light and dark)	all	Oct. 17 - Jan. 31, 2026
goose (dark)	MRGV	Dec. 19 - Jan. 31, 2026
sandhill crane	regular (eastern)	Oct. 11 - Jan. 22, 2026; 3 (6 in possession)
	Estancia valley	Nov. 1 - Dec. 30; 3 (6 in possession)
PACIFIC FLYWAY		
species	open areas	season dates
mourning and white-winged dove	north	Sept. 1 - Dec. 4 and Dec. 21 - Jan. 1, 2026
	south	Sept. 1 - Nov. 5 and Nov. 22 - Jan. 1, 2026
band-tailed pigeon	southwest BPHA	Oct. 1 - 14
	statewide except southwest BPHA	Sept. 1 - 14
ducks	all	Oct. 19 - Jan. 31, 2026
scaup	all	Oct. 19 - Jan. 12, 2026
goose (all)	north	Sept. 27 - Oct. 12 and Nov. 2 - Jan. 31, 2026
	south	Oct. 17 - Jan. 31, 2026

snipe	all	Oct. 17 - Jan. 31, 2026
coots and gallinule	all	Oct. 19 - Jan. 31, 2026
sora and Virginia rail	all	Sept. 13 - Nov. 21

[19.31.6.12 NMAC - Rp, 19.31.6.12 NMAC, 9/1/2025]

19.31.6.13 RESERVED

[19.31.6.13 NMAC - Rp, 19.31.6.13 NMAC, 9/1/2022; Repealed, 9/1/2024]

19.31.6.14 REQUIREMENTS FOR THE SPECIAL BERNARDO YOUTH WATERFOWL UNIT: Blind selection will be available on a first-come, first-serve basis from one-half hour before sunrise to 1:00 p.m. Youth hunters must be accompanied by a supervising adult who may not hunt. A maximum of four people, at least half of which must be youth hunters, is allowed per blind.

[19.31.6.14 NMAC - Rp, 19.31.6.14 NMAC, 9/1/2025]

19.31.6.15 SEASON DATES, OPEN AREAS, BAG LIMITS, HUNT CODES AND PERMIT NUMBERS FOR THE SPECIAL ESTANCIA VALLEY, MIDDLE RIO GRANDE VALLEY AND SOUTHWEST NEW MEXICO SANDHILL CRANE SEASONS:

A. The daily bag limit is 3. The possession limit is twice the daily bag limit, except for the MRGV youth-only hunt where the daily bag and possession limit is 3. The hunting seasons for 2025-2026 are:

hunt location	hunt dates	hunt code	permits
EV	Nov. 1 - Nov. 4 and Nov. 6 - Nov. 9	SCR-0-101	65
MRGV	Nov. 15 - 16	SCR-0-102	87
MRGV	Nov. 29 - Nov. 30	SCR-0-103	87
MRGV	Dec. 13 - 14	SCR-0-104	87
MRGV	Jan. 3 - 4, 2026	SCR-0-105	87
MRGV	Jan. 10 - 11, 2026	SCR-0-106	87
MRGV, youth-only	Nov. 22	SCR-0-107	24
SW	Nov. 1 - Nov. 9	SCR-0-108	75
SW	Jan. 3 - 4, 2026	SCR-0-109	77

B. Hunters who participate in the MRGV season shall be required to check-out at designated check stations when they harvest any sandhill cranes.

C. The department may cancel one or more EV, MRGV or SW sandhill crane hunts if harvest is expected to exceed our federal allocation of greater sandhill cranes.

[19.31.6.15 NMAC - Rp, 19.31.6.15 NMAC, 9/1/2025]

HISTORY OF 19.31.6 NMAC:

Pre-NMAC Filing History: The material in this part was derived from that previously filed with the State Records Center & Archives under: Regulation No. 486, Establishing 1967 Seasons On Quail, Pheasants, Prairie Chickens, and Lesser Sandhill (Little Brown) Crane And Additional Seasons On Migratory Waterfowl, filed 9/22/67; Regulation No. 494, Establishing 1968 Seasons On Migratory Waterfowl, Common Snipe, Lesser Sandhill Crane, Scaled, Gambel's, And Bobwhite Quail, Pheasants, And Prairie Chickens, filed 10/2/68; Regulation No. 508, Establishing 1969 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Scaled, Gambel's And Bobwhite Quail, Pheasants, And Prairie Chickens, filed 9/19/69; Regulation No. 527, Establishing 1971 Seasons On Migratory Waterfowl And Lesser Sandhill Cranes, filed 9/10/71; Regulation No. 540, Establishing 1972 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, And Wilson's Snipe, filed 9/26/72; Regulation No. 551, Establishing 1973 Seasons On Migratory Waterfowl And Lesser Sandhill Crane, filed 8/20/73; Regulation No. 560, Establishing 1974 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Quail, Pheasants, And Prairie Chickens, filed 8/21/74; Regulation No. 570, Establishing 1975 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Common Snipe, Quail, Pheasants, And Prairie Chickens,

filed 9/5/75; Regulation No. 578, Establishing 1976 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Common Snipe, Quail, Pheasants, And Prairie Chickens, filed 8/31/1976; Regulation No. 588, Establishing 1977 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Common Snipe, Quail, Pheasants, And Prairie Chickens, filed 9/6/1977; Regulation No. 594, Establishing 1978 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Quail, Pheasants, And Prairie Chickens, filed 9/11/1978; Regulation No. 601, Establishing 1979 Seasons on Migratory Waterfowl, Lesser Sandhill Crane, Quail, Pheasants, And Prairie Chickens, filed 8/30/1979; Regulation No. 606, Establishing 1980 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Quail, Pheasants, And Prairie Chickens, filed 9/3/80; Regulation No. 611, Establishing 1981 Seasons On Migratory Waterfowl, Lesser Sandhill Crane, Quail, Pheasants, And Prairie Chickens, filed 9/4/1981; Regulation No. 616, Establishing 1982 Seasons On Migratory Waterfowl, Quail, Pheasants, And Prairie Chickens, filed 9/3/1982; Regulation No. 626, Establishing 1983 Seasons On Migratory Waterfowl, Quail, Pheasants, And Prairie Chickens, filed 9/7/1983; Regulation No. 631, Establishing 1984 Seasons On Migratory Waterfowl, filed 8/31/1984; Regulation No. 638, Establishing 1985 Seasons On Migratory Waterfowl, filed 9/11/1985; Regulation No. 643, Establishing 1986-1987 Seasons On Migratory Birds, filed 8/24/1987; Regulation No. 660, Establishing 1988-1989 Seasons On Migratory Birds, filed 6/28/1988; Regulation No. 669, Establishing 1989-1990 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Sandhill Crane, Band-tailed Pigeon, Dove, And Setting Falconry Seasons, filed 10/5/1989; Regulation No. 680, Establishing 1990-1991 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe And Setting Falconry Seasons, filed 9/28/1990;

Regulation No. 687, Establishing 1991-1992 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe And Setting Falconry Seasons, filed 8/6/1991; Regulation No. 698, Establishing 1991-92 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe And Setting Falconry Seasons, filed 8/6/1991; Regulation No. 698, Establishing 1992-1993 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe And Setting Falconry seasons, filed 9/15/1992; Regulation No. 704, Establishing 1993-1994 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe And Setting Falconry Seasons, filed 3/11/1993; Regulation No. 707, Establishing The 1994-1995, 1995-1996, 1996-1997 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe, And Setting Falconry Seasons, filed 7/28/1994; Regulation No. 708, Establishing The 1994-1995, 1995-1996, And 1996-1997 Seasons On Ducks, Geese, Virginia Rail, Sora, Common Moorhen, American Coot, Common Snipe, And Setting Falconry Seasons, filed 9/7/1994.

NMAC History:

19 NMAC 31.6, Waterfowl, filed 8/31/1995
 19.31.6 NMAC, Waterfowl, filed 8/15/2000
 19.31.6 NMAC, Waterfowl, filed 8/26/2002
 19.31.6 NMAC, Waterfowl, filed 8/12/2003
 19.31.6 NMAC, Waterfowl, filed 8/2/2004
 19.31.6 NMAC, Waterfowl, filed 8/8/2005
 19.31.6 NMAC, Waterfowl, filed 8/1/2006
 19.31.6 NMAC, Waterfowl, filed 8/16/2007
 19.31.6 NMAC, Migratory Game Bird, filed 8/13/2008
 19.31.6 NMAC, Migratory Game Bird, filed 8/17/2009
 19.31.6 NMAC, Migratory Game Bird, filed 8/2/2010

19.31.6 NMAC, Migratory Game Bird, filed 8/1/2011
 19.31.6 NMAC, Migratory Game Bird, filed 8/14/2012
 19.31.6 NMAC, Migratory Game Bird, filed 8/29/2013

History of Repealed Material:

19.31.6 NMAC, Waterfowl, filed 8/15/2000 - duration expired 3/31/2002
 19.31.6 NMAC, Waterfowl, filed 8/26/2002 - duration expired 3/31/2003
 19.31.6 NMAC, Waterfowl, filed 8/12/2003 - duration expired 3/31/2004
 19.31.6 NMAC, Waterfowl, filed 8/2/2004 - duration expired 3/31/2005
 19.31.6 NMAC, Waterfowl, filed 8/8/2005 - duration expired 3/31/2006
 19.31.6 NMAC, Waterfowl, filed 8/1/2006 - duration expired 3/31/2007
 19.31.6 NMAC, Waterfowl, filed 8/16/2007 - duration expired 3/31/2008
 19.31.6 NMAC, Migratory Game Bird, filed 8/13/2008 - duration expired 3/31/2009
 19.31.6 NMAC, Migratory Game Bird, filed 8/17/2009 - duration expired 3/31/2010
 19.31.6 NMAC, Migratory Game Bird, filed 8/2/2010 - duration expired 3/31/2011
 19.31.6 NMAC, Migratory Game Bird, filed 8/1/2011 - duration expired 3/31/2012
 19.31.6 NMAC, Migratory Game Bird, filed 8/14/2012 - duration expired 3/31/2013
 19.31.6 NMAC, Migratory Game Bird, filed 8/29/2013 - duration expired 3/31/2014
 19.31.6 NMAC, Migratory Game Bird, filed 8/31/2014 - duration expired 3/31/2015
 19.31.6 NMAC, Migratory Game Bird, filed 9/1/2015 - duration expired 3/31/2016
 19.31.6 NMAC, Migratory Game Bird, filed 6/30/2016 - duration expired 3/31/2017
 19.31.6 NMAC, Migratory Game Bird, filed 7/27/2017 - duration expired 3/31/2018
 19.31.6 NMAC, Migratory Game Bird, filed 7/2/2018 - duration expired 3/31/2019

19.31.6 NMAC, Migratory Game Bird, filed 8/28/2019 - duration expired 3/31/2020
 19.31.6 NMAC, Migratory Game Bird, filed 8/13/20 - duration expired 3/31/2021
 19.31.6 NMAC, Migratory Game Bird, filed 8/12/21 - duration expired 3/31/2022
 19.31.6 NMAC, Migratory Game Bird, filed 7/27/22 - duration expired 3/31/2023
 19.31.6 NMAC, Migratory Game Bird, filed 8/3/23 - duration expired 3/31/2024
 19.31.6 NMAC, Migratory Game Bird, filed 8/15/24 - duration expired 3/31/2025

HIGHER EDUCATION DEPARTMENT

The New Mexico Higher Education Department repealed and replaced 5.7.15 NMAC - GRADUATE SCHOLARSHIP PROGRAM, filed 7/15/1998 with 5.7.15 NMAC - GRADUATE SCHOLARSHIP PROGRAM, adopted 6/23/2025 and effective 7/15/2025.

HIGHER EDUCATION DEPARTMENT

TITLE 5 POST- SECONDARY EDUCATION CHAPTER 7 TUITION AND FINANCIAL AID PART 15 GRADUATE SCHOLARSHIP PROGRAM

5.7.15.1 ISSUING AGENCY: State of New Mexico Higher Education Department.
 [5.7.15.1 NMAC – Rp., 5.7.15.1 NMAC, 7/15/2025]

5.7.15.2 SCOPE:
 Provisions of 5.7.15 NMAC apply to New Mexico residents who are graduate students enrolled at New Mexico four-year public post-secondary institutions.
 [5.7.15.2 NMAC – Rp., 5.7.15.2 NMAC, 7/15/2025]

5.7.15.3 STATUTORY AUTHORITY: Section 21-21G, NMSA 1978.

[5.7.15.3 NMAC – Rp., 5.7.15.3 NMAC, 7/15/2025]

5.7.15.4 DURATION:
 Permanent.
 [5.7.15.4 NMAC – Rp., 5.7.15.4 NMAC, 7/15/2025]

5.7.15.5 EFFECTIVE DATE: July 15, 2025, unless a later date is cited at the end of a section.
 [5.7.15.5 NMAC – Rp., 5.7.15.5 NMAC, 7/15/2025]

5.7.15.6 OBJECTIVE:
 The objective and purpose of 5.7.15 NMAC is to increase graduate enrollment in the state's public universities of students from groups underrepresented in graduate education. By encouraging groups underrepresented in graduate education to pursue advanced degrees in accredited graduate programs, particularly in academic fields of high regional and national priority and fields where their underrepresentation is most severe, the state will benefit by increasing the number of professionals for industry, business, research and development, economic development and public service.
 [5.7.15.6 NMAC – Rp., 5.7.15.6 NMAC, 7/15/2025]

5.7.15.7 DEFINITIONS:

A. "Academic year"
 means the consecutive period of two semesters or other comparable units commencing with the fall term each year.

B. "Award recipient"
 means a student who is a New Mexico resident and is awarded a graduate scholarship.

C. "Department"
 means the New Mexico higher education department.

D. "Eligible institution" means a graduate-degree-granting state university enumerated in Article 12, Section 11 of the Constitution of New Mexico and accredited by the higher learning commission.

E. "Financial need"
 means the difference between a student's projected costs for the year, including books, materials, supplies, room and board and other reasonable costs, and the student's resources, including available income and other available assets as determined by an approved standardized needs analysis system.

F. "GPA" means grade point average

G. "Graduate field"
 means a program of study intended to result in a master's or doctoral degree, excluding a doctor of medicine.

H. "Groups underrepresented in graduate education" means women, minorities, persons with a visual impairment or other physical disability and other groups that have traditionally been underrepresented in the specific area of graduate study or profession for which the scholarship is awarded.

I. "Scholarship"
 means an award made by an eligible institution to an award recipient for graduate study under the Graduate Scholarship Act.
 [5.7.15.7 NMAC – Rp., 5.7.15.7 NMAC, 7/15/2025]

5.7.15.8 APPLICATION AND STUDENT ELIGIBILITY:
 A student applies directly to the eligible institution that has received an allocation of scholarships.

A. Conditions for first-year eligibility: Priority shall be given to students who are New Mexico residents with the greatest financial need and from groups underrepresented in graduate education. A scholarship may be awarded to a New Mexico resident who has:

(1) earned a bachelor's degree and maintained a GPA of 3.0 or higher on a 4.0 scale or who holds a paid position supporting faculty teaching or research activities;
 (2) met the admission requirements, is accepted for enrollment at an eligible institution and enrolls in at least six credit hours in a graduate field of study; and

(3) complied with all the rules adopted by the department for award of the scholarship and the provisions regarding the administration of the graduate scholarship program.

B. Conditions for continuing eligibility: A scholarship may be re-awarded to a student who:

(1) was an award recipient the previous year;

(2) maintains a GPA of 3.0 or higher on a 4.0 scale and remains in good academic standing as determined by the eligible institution; and

(3) is enrolled in at least six credit hours in a graduate field of study.

C. A financial aid officer may exercise professional judgment when special circumstances exist to adjust the cost of attendance or the expected family contribution or to modify other factors that make the program responsive to a student's special financial circumstances and for which documentation exists in the student's file within the parameters authorized for this program.
[5.7.15.8 NMAC – Rp., 5.7.15.8 NMAC, 7/15/2025]

5.7.15.9 AMOUNT AND DURATION OF SCHOLARSHIP:

A. Award amounts shall not exceed one hundred percent of tuition and fees for the graduate program at the eligible institution for the academic year; provided that the department shall fund only one semester at a time and shall not fund the second semester of the academic year if the student does not enroll for that semester or does not otherwise maintain eligibility.

B. A graduate scholarship may be granted until the award recipient either receives a master's or doctoral degree in a graduate field or has qualified and received eight semesters of scholarship, whichever occurs first.
[5.7.15.9 NMAC – Rp., 5.7.15.9 NMAC, 7/15/2025]

5.7.15.10 INSTITUTIONAL RESPONSIBILITIES:

A. The eligible institution shall give preference to:

(1) students from groups underrepresented in graduate education;

(2) students who have previously been awarded a graduate scholarship under this program, within the limits of eligibility established in 5.7.15.9 NMAC; then

(3) students who have been newly recruited to the institution, thereby adding to its enrollment of graduate and professional students from underrepresented groups.

C. The eligible institution shall not reduce its level of financial aid from other sources for award recipients.

D. The eligible institution shall appoint an individual with appropriate educational background, experience, and institutional authority and responsibility to administer this program.

E. The eligible institution shall establish appropriate scholarship selection procedures and maintain appropriate data and records. Each major department involved in the program shall provide appropriate orientation, practical experiences and assistance designed to prepare scholarship recipients for academic and/or professional careers.

F. By September 1 of each year, the eligible institution shall submit to the department an annual report summarizing for the prior academic year the number of award recipients, by group and field; the expenditures and beginning and year-end balances for the program; and such other information as may be requested by the department.

G. At the request of the department, representatives of eligible institutions shall meet to discuss and coordinate the definition of academic fields of high regional and national priority and other matters pertaining to the program.
[5.7.15.10 NMAC – Rp., 5.7.15.10 NMAC, 7/15/2025]

5.7.15.11 DISTRIBUTION OF SCHOLARSHIPS:

A. Each eligible institution will receive its annual share of new scholarship dollars based upon the average of its:

(1) total graduate and professional enrollment of women;

(2) total graduate and professional enrollment of minorities; and

(3) total graduate and professional enrollment.

B. No eligible institution shall receive fewer than three scholarships per year. If any eligible institution is to be allocated fewer than three scholarships, a pro rata share of scholarships shall be taken from the two eligible institutions with the highest number of scholarships and allocated to those eligible institutions which would otherwise receive fewer than three scholarships.

[5.7.15.11 NMAC – Rp., 5.7.15.11 NMAC, 7/15/2025]

5.7.15.12 TERMINATION OF SCHOLARSHIPS:

A. A scholarship is terminated upon the occurrence of:

(1) withdrawal from the eligible institution by the award recipient or failure to re-enroll for consecutive academic semesters or failure to maintain the required GPA and other qualifications for the scholarship; or

(2) substantial noncompliance by the award recipient with the Graduate Scholarship Act or the rules or procedures promulgated by the department.

[5.7.15.12 NMAC – Rp., 5.7.15.12 NMAC, 7/15/2025]

HISTORY OF 5.7.15 NMAC:

Pre-NMAC History: The material in this part was derived from that previously filed with the State Records Center and Archives under: CHE Rule 890, Graduate Fellowship Program - Administrative Regulations, 3/8/1990.
CHE Rule 890, Graduate Fellowship

Program - Administrative Regulations, 8/15/1991.
CHE Rule 890, Graduate Fellowship Program - Administrative Regulations, 7/1/1993.

History of Repealed Material:
[RESERVED]

Other History:

5.7.15 NMAC – Graduate Scholarship Program, filed 7/15/1998, was repealed and replaced by 5.7.15 NMAC – Graduate Scholarship Program, effective 7/15/2025.

**HIGHER EDUCATION
DEPARTMENT**

**TITLE 5 POST-
SECONDARY EDUCATION
CHAPTER 7 TUITION AND
FINANCIAL AID
PART 38 VETERINARY
MEDICAL LOAN REPAYMENT
PROGRAM**

5.7.38.1 ISSUING

AGENCY: State of New Mexico
Higher Education Department.
[5.7.38.1 NMAC - N, 7/15/2025]

5.7.38.2 SCOPE: Provisions

of 5.7.38 NMAC apply to all
participants of the loan repayment
program described in this rule.
[5.7.38.1 NMAC - N, 7/15/2025]

5.7.38.3 STATUTORY

AUTHORITY: Sections 9-25-8
NMSA 1978.
[5.7.38.3 NMAC - N, 7/15/2025]

5.7.38.4 DURATION:

Permanent.
[5.7.38.4 NMAC - N, 7/15/2025]

5.7.38.5 EFFECTIVE

DATE: July 15, 2025, unless a later
date is cited at the end of a section.
[5.7.38.5 NMAC - N, 7/15/2025]

5.7.38.6 OBJECTIVE:

The objective and purpose of 5.7.38
NMAC is to increase the number
of veterinarians in rural parts of the
state through an educational loan

repayment program. The program
provides for repayment of the
principal and reasonable interest
accrued on federal and commercial
loans obtained for a veterinary
medical education.
[5.7.38.6 NMAC - N, 7/15/2025]

5.7.38.7 DEFINITIONS:

A. “Award” means
the loan repayment award granted to a
recipient.

B. “Board” means the
board of veterinary medicine.

C. “Committee”
means the veterinarian selection
committee.

D. “Department”
means the higher education
department.

**E. “Designated
underserved area”** means a
municipality or county designated
by the committee that does not have
a sufficient number of food-animal
veterinarians for the needs of the
veterinary medical service area.

**F. “Food animal
veterinarian”** means a veterinarian
who provides medical care for
animals that are raised to provide
agricultural products.

G. “Loan” means a
grant of money to defray the cost
of tuition and fees for a veterinary
medical education under a contract
between the federal government or a
commercial lender and a veterinary
medical student requiring repayment
of principal and interest.

H. “Recipient” means
a veterinarian selected to participate
in the veterinary medical loan
repayment program.

I. “Veterinarian”
means a person who graduated from
an accredited school of veterinary
medicine and is licensed as a
veterinarian in New Mexico.
[5.7.38.7 NMAC - N, 7/15/2025]

**5.7.38.8 RESPONSIBILITIES OF THE
DEPARTMENT:**

A. The department
may promulgate rules as necessary
to carry out the provisions of the
program.

B. The department
shall:

(1) coordinate
a standard application process
including preparation of application
forms and facilitation of the
application review by the committee;

(2) maintain
contracts;

(3)
verify location and time recipient
is employed as a food animal
veterinarian;

(4) process
disbursement of awards to the lenders
of recipients in annual or other
periodic installments;

(5) submit
required reports; and

(6) appoint an
ongoing committee composed of the
following members who all serve ex
officio:

(a)
the state veterinarian;

(b)
the New Mexico state university
extension veterinarian; and

(c)
the chair of the board of veterinary
medicine.

C. The department
may delegate to other agencies or
contract for the performance of
services required by the program.

D. The department
or its delegated agency or contractor
shall participate in any federal
programs that support the repayment
of education loans incurred by
veterinarians and agree to the
conditions of a federal program.
[5.7.38.8 NMAC - N, 7/15/2025]

**5.7.38.9 RESPONSIBILITIES OF THE
BOARD:** The board shall:

A. maintain a database
of employment opportunities
for veterinarians in designated
underserved areas.

B. assist the
department with making a full and
careful investigation of the training,
ability, character and other pertinent
qualifications of each applicant and
determine fitness to be a recipient.
[5.7.38.9 NMAC - N, 7/15/2025]

5.7.38.10 RESPONSIBILITIES OF THE COMMITTEE: The committee shall:

A. select up to ten qualified applicants per year to participate in the program;

B. designate food-animal veterinarian underserved areas of the state and rank them as to need; and

C. assist the department in determining eligibility and selection criteria for applicants and recipients.

[5.7.38.10 NMAC - N, 7/15/2025]

5.7.38.11 RECIPIENT ELIGIBILITY: An applicant shall be:

A. a citizen or lawful permanent resident of the United States;

B. a resident of New Mexico;

C. licensed as a veterinarian in New Mexico; and

D. employed full time in a private practice providing food-animal veterinary medical services in a designated underserved area.

[5.7.38.11 NMAC - N, 7/15/2025]

5.7.38.12 AWARD CRITERIA; INELIGIBLE EDUCATIONAL DEBT; AND CONTRACT TERMS:

A. Award criteria:
(1) amounts are dependent on the location and characteristics of the medical practice and the applicant's total veterinary medical school indebtedness;

(2) preference in making awards shall be to persons who have graduated from a post-secondary educational institution that gives preferential enrollment to New Mexico residents;

(3) award amounts may be modified based on available funding or other special circumstances; and

(4) an award shall not exceed the total veterinary medical education indebtedness of the recipient.

(5) The annual award shall be established by

the department but shall not exceed fifteen thousand dollars (\$15,000) for each of the first two years and twenty-five thousand dollars (\$25,000) for each of the second two years, for a total not to exceed eighty thousand dollars (\$80,000).

B. Ineligible educational debt:

(1) amounts incurred as a result of participation in state loan-for-service programs or other state financial aid programs that require that service be provided in exchange for financial assistance;

(2) scholarships;

(3) personal loans from friends or relatives; and

(4) loans that exceed individual standard school expense levels.

C. Contract:

(1) The award shall be evidenced by a contract between the recipient and the department acting on behalf of the state. The general form of the contract required shall be approved by the attorney general and signed by the recipient and the department or the designated representative of the department on behalf of the state.

(2) The contract shall provide for the payment by the state of a stated sum to the recipient's debtors and shall state the obligations of the recipient under the program, including a minimum four-year period of service, quarterly reporting requirements and other rules established by the department.

(3) Recipients shall serve a complete year in order to receive credit for that year.

(4) If a recipient does not comply with the terms of the contract, the department shall assess a penalty of up to three times the amount of the award disbursed plus eighteen percent interest, unless the department finds acceptable extenuating circumstances, including those that require release of contract, as to why the recipient cannot serve or comply with the terms of the contract. If the department does not find acceptable extenuating circumstances for the

recipient's failure to comply with the contract, the department shall require immediate repayment plus the amount of the penalty. A decision not to release a recipient from the contract without penalty is a final department decision and may be appealed to the district court as provided in Section 39-3-1.1 NMSA 1978.

(5) The department, with recommendation from the committee, may cancel a contract made between the department and a recipient for the recipient's failure to comply with provisions of the contract, the Veterinary Medical Loan Repayment Act, rules promulgated in accordance with that Act or any other reasonable cause deemed sufficient by the department. The department shall release a recipient from the contract without penalty if:

(a) the recipient has completed the service requirements of the contract;

(b) the recipient is unable to complete the service requirements of the contract due to serious illness or disability; or

(c) the recipient demonstrates extreme hardship or other good cause to the department justifying the release from contract.

(6) The department is vested with full and complete authority and power to sue in its own name for the balance due the state from any recipient on a loan repayment contract.

[5.7.38.12 NMAC - N, 7/15/2025]

5.7.38.13 REPORTS: The department shall make annual reports to the governor and the legislature prior to each regular legislative session of the department's activities, including cohort data and annual and total program data that shows:

A. the number and amount of awards given;

B. the completion rate of recipients in the program, the number of recipients who completed the program and stayed in New Mexico and the number of those recipients who are practicing in a designated underserved area;

C. the amounts repaid and amounts owed on educational loans and the total number and total amount of penalties assessed against recipients who left the program;

D. the service locations of current and former recipients in New Mexico;

E. for each designated underserved area in the state, the number of recipients who are serving or have served in the area and whether there are recipients who are not employed or not employed full time in the area; and

F. other information determined by the department.
[5.7.38.13 NMAC - N, 7/15/2025]

History of 5.7.38 NMAC:
[RESERVED]

HIGHER EDUCATION DEPARTMENT

This is an amendment to 5.7.36 NMAC Sections 7, 8, 9, 11, 12, 13, 14, 15, 16 and 17 effective 7/15/2025.

5.7.36.7 DEFINITIONS:

A. “Acequia” means a political subdivision organized pursuant to Chapter 73, Article 2 or 3 NMSA 1978.

B. “Colonia” means a community as defined in the Colonias Infrastructure Act Chapter 6, Article 30 NMSA 1978.

[A:] C. “Commission” means the community governance attorney commission.

[B:] D. “Community governance attorney” means an attorney with a legal practice that is focused on the requirements and challenges faced by small political subdivisions and unincorporated communities, including the promulgation of land and water use ordinances, contracting and the collection or payment of taxes and fees.

[C:] E. “Community Governance Attorney Act” means Sections 21-21Q-1 through 21-21Q-5, NMSA 1978.

[D:] F. “Course of study” means a law student’s legal education, including clinical and internship programs and preparation courses for the state bar examination.

[E:] G. “Department” means the New Mexico higher education department.

[F:] H. “Extenuating circumstances” means circumstances not within the control of the recipient.

I. “Fund” means the community governance attorney and conditional tuition waiver fund.

J. “Land grant-merced” means a political subdivision organized pursuant to Chapter 49, Article 1 or 4 NMSA 1978.

[G:] K. “Loan” means a grant of funds to cover law school tuition and fees and a reasonable living stipend prior to employment as a community governance attorney and up to half the salary of a full-time community governance attorney for two years that is under a contract between the department and a student, requiring repayment with services or repayment of principal and interest and any fees.

[H:] L. “Participant” means an individual who has applied to participate in, has been accepted into and has a signed a contract agreeing to the terms of the program.

[I:] M. “Program” means the loan for service program to provide legal services for land grants-mercedes, acequias and colonias.

[J:] N. “Qualifying employer” means:

(1) the university [of New Mexico];
(2) counties or municipalities that have designated at least one colonia within their boundaries;

~~[(2)] (3) state agencies or nonprofit [organization] organizations whose mission [is to provide] includes providing~~ a range of [free] legal services to low-income New Mexicans; or

~~[(3)] (4) a service provider approved by the commission and the department.~~

O. “University” means the university of New Mexico school of law.
[5.7.36.7 NMAC - N, 6/25/2024; A, 7/15/2025]

5.7.36.8 COMMUNITY GOVERNANCE ATTORNEY COMMISSION: The commission is created to advise the department on matters relating to the administration of the Community Governance Attorney Act.

A. The commission shall be appointed and shall be composed of:

- (1) The secretary of the department or secretary’s designee;
- (2) The dean of the university [of New Mexico] or the dean’s designee;
- (3) Three members appointed by the governor provided that one member shall be a:

(a) ~~[one member shall be a]~~ current or past member of [an] the acequia commission;

(b) ~~[one member shall be a]~~ current or past member of the land grant council; and

(c) ~~[one member shall be a]~~ current or past member of the colonias infrastructure board and a resident of a colonia.

B. The responsibilities of the commission shall include:

- (1) making recommendations to the department on applicants for the program;
- (2) advising the department on the adoption of rules to implement the provisions of the Community Governance Attorney Act [;]; and

(3) soliciting proposals ~~[and entering into contracts for the expenditure of the community governance attorney and loan program] for disbursement from the fund for legal services. [; and~~

~~(4) adopting such rules as are necessary to carry out the provisions of Section 21-21Q-4, NMSA, 1978.]~~

[5.7.36.8 NMAC - N, 6/25/2024; A, 7/15/2025]

5.7.36.9 APPLICANT

ELIGIBILITY: To be eligible for this program, an applicant shall:

A. have completed the first two years of law school and be in good academic standing at the university ~~[of New Mexico school of law]~~ as determined by the school;

B. be a resident of New Mexico; and

C. declare an intent to serve as a community governance attorney in New Mexico.

[5.7.36.9 NMAC - N, 6/25/2024; A, 7/15/2025]

5.7.36.11

RESPONSIBILITIES OF THE DEPARTMENT: The department shall:

A. adopt rules as are necessary to carry out the provisions of the program; and

B. administer the program, including:

~~consultation with the university of New Mexico school of law and the commission, to publicize the program to law students and prospective law students;~~

~~(2)~~ (1) coordination of a standard application process including preparation of application forms and facilitation of the application review by the commission;

~~(3)~~ (2) accepting funds for the program including grants and donations and disbursement of funds;

~~(4)~~ (3) record keeping on participants including:

(a) ~~[participant's]~~ participants' academic standing status;

(b) progress toward completion of final year of law school;

(c) loan contracts including contracts between the participant and the department and contracts between the commission and qualifying employers; ~~[and]~~

(d) location and time employed as a community governance attorney; ~~and~~

(e) verification of qualification for forgiveness for service; and ~~(5)~~ (4) preparing annually a report that includes the following information:

(a) number of the participants employed as ~~[a]~~ community governance attorneys;

(b) number of participants who have not completed their course of study;

(c) names and addresses of participants; and

(d) names and locations of practice of participants employed as community governance attorneys.

[5.7.36.11 NMAC - N, 6/25/2024; A, 7/15/2025]

5.7.36.12 RESPONSIBILITIES OF THE UNIVERSITY: The university shall:

A. publicize the program to law students and prospective law students;

B. with the approval of the commission, enter into contracts for expenditure of the fund for the purpose of providing free community governance attorney services for acequias, land grants-mercedes and low-income residents of colonias on issues regarding the governance of colonias. The contracts shall be entered into with the university, counties or municipalities that have designated at least one colonia within their boundaries, state agencies or nonprofit organizations whose mission includes providing a range of legal services to low-income New Mexicans. No contract shall provide funding in excess of one-half of a full-time community governance attorney position and each contract shall be executed only with service providers that have secured sufficient matching funding to provide a full-time position; and

C. provide staff and meeting space for the commission.

[5.7.36.12 NMAC - N, 7/15/2025]

~~[5.7.36.12]~~ 5.7.36.13 LOAN

AWARDS: The department may award a loan to one or two applicants each year who will be entering their final year of law school under the following conditions and limitations.

A. The department shall set the amount of the portion of the loan that will pay for an applicant's law school tuition, fees and a reasonable living stipend after consulting with the university ~~[of New Mexico school of law]~~ regarding tuition and average living stipend and considering the availability of funds.

B. Upon selection of an applicant to receive a loan, a contract shall be drawn between the applicant and the department. The signed contract indicates the applicant's acceptance into the program.

C. In its annual determination of the number of loan awards, the department shall consider funding availability for loans for current participants.

[5.7.36.13 NMAC - Rn & A, 5.7.12 NMAC, 7/15/2025]

~~[5.7.36.13]~~ 5.7.36.14 LOAN REPAYMENT AND

FORGIVENESS: All loans shall be forgiven or repaid to the state together with interest according to the following provisions:

A. The department shall forgive one hundred percent of the principal plus accrued interest for participants who after completion of their course of study, are employed for two consecutive years as a community governance attorney by a qualified employer.

B. The department shall forgive fifty percent of the principal plus accrued interest for participants who, after completion of their course of study, are employed for one year as a community governance attorney by a qualified employer.

C. Participants shall complete a full year of employment to receive credit for that year.

D. A participant who fails to carry out their employment obligations, in whole or in part, is subject to the following provisions:

(1) If a participant completes the participant's law school education and does not serve as a community governance attorney for a period of at least one year, the department shall assess a penalty of the principal due, plus eighteen percent interest, unless the department finds acceptable extenuating circumstances that prevent the participant's compliance with the employment obligations as provided in 5.7.36 NMAC.

(2) The full penalty shall apply unless the circumstances reflect that the penalty should be reduced on a prorated basis reasonably reached based upon the degree of control which the recipient has over the failure to carry out their employment obligation. The recipient shall have the burden of proof.

(3) If the department does not find acceptable extenuating circumstances for the participant's failure to carry out their employment obligations, the department shall require immediate repayment of the unpaid principal amount of the ~~[waiver]~~ loan plus accrued interest owed the state plus the amount of any penalty assessed pursuant to 5.7.36 NMAC.

(4) In all other cases, loans shall bear interest at seven percent per year.

E. The maximum period of repayment shall be ten years, commencing six months from the date the participant completes or discontinues the course of study. Subject to applicable statutory limitations, the department may extend or modify the repayment period for good cause.

F. In the event it becomes necessary, the department may postpone loan repayments if the participant is willing, but financially unable to make payments under the repayment schedule, deferral of repayment obligation may be considered for the following reasons:

(1) the participant is serving up to a maximum of three years as an active-duty member of the armed forces of the United States;

(2) the participant is temporarily totally disabled, for a period not to exceed three years, as established by sworn affidavit of a qualified physician;

(3) the participant is seeking but unable to find full-time employment for a single period not to exceed ~~[twelve]~~ 12 months;

(4) the participant is unable to secure employment for a period not to exceed 12 months;

(5) the participant is working in a judicial clerkship or fellowship;

(6) other extenuating circumstances as provided for under the federal Family and Medical Leave Act of 1993; or

(7) at the determination of the department.

G. Authorized charges and fees:

(1) Late charges: Participant may be charged five percent of the installment payment or five dollars, whichever is less, on any payment made later than 10 days after it is due.

(2) Attorney fees, other charges and costs: Participant shall agree to pay all reasonable attorney fees, and other costs and charges necessary for the collection of any ~~[waiver]~~ loan amount not paid when due.

H. Participants shall notify the department in advance of any change of address and of any action which necessitates reconsideration of a promissory note. A participant's failure to notify the department and to execute a promissory note on request shall cause the full amount of principal and accumulated interest to become due immediately.

[5.7.36.14 NMAC – Rn & A, 5.7.13 NMAC, 7/15/2025]

~~[5.7.36.14]~~ 5.7.36.15

CONTRACTS: A contract shall be

drawn between each participant and the department on behalf of the state of New Mexico. The contract shall:

A. provide for the payment by the department of a specified sum as determined in ~~[5.7.36.13]~~ 5.7.36.14 NMAC;

B. state that immediately upon completion or termination of the student's law school education, all interest then accrued shall be capitalized;

C. state the conditions of repayment or forgiveness as detailed in ~~[5.7.36.13]~~ 5.7.36.14 NMAC;

D. state that the loan shall bear interest at the designated rate per annum from the date of disbursement until paid, make provision for conversion to a payout note as shown in 5.7.36 NMAC and state that interest will be charged on the unpaid balance of the principal;

E. state the legal responsibilities of the participant and that delinquent loans shall be referred to the department for appropriate action, which may include referral to the office of the attorney general;

F. state that the participant's obligations of the contract with the department shall be binding on participant's estate.

G. state that the department may cancel any contract after providing 30 days written notice to the participant for any reasonable and sufficient cause;

H. state that in the event a participant fails to make any payment when due, the entire indebtedness including interest due and accrued thereon shall, at the option of the department, become immediately due and payable; and

I. state that jurisdiction and venue shall be proper in Bernalillo County or Santa Fe County, New Mexico for purposes of any suit to enforce the contract. [5.7.36.15 NMAC – Rn & A, 5.7.36.14 NMAC, 7/15/2025]

~~[5.7.36.15]~~ 5.7.36.16 **FUND FOR LEGAL SERVICES**

A. The commission shall solicit proposals from qualifying employers.

B. The ~~[commission]~~ university shall, with the approval of the ~~commission~~, enter into contracts with qualifying employers for ~~expenditure from the fund~~ to provide ~~free~~ community governance attorney services to acequias, land grants-mercedes and low-income residents of colonias on issues regarding the governance of colonias.

C. Each selected contractor shall demonstrate sufficient matching with ~~[non-state]~~ funding to provide a full-time community governance attorney position.

D. The contract shall provide no more than one-half of the funding for a full-time community governance attorney position. The maximum salary for such a position shall not exceed the ~~entry-level~~ salary ~~[provided in Section 21-21Q-3-NMSA-1978]~~ paid by the qualifying employer.

[5.7.36.16 NMAC – Rn & A,
5.7.36.15 NMAC, 7/15/2025]

~~[5.7.36.16]~~ **5.7.36.17 REPORTS:**

The department shall submit a report to the governor and the legislature prior to each regular legislative session. The report shall describe the activities during the previous years, including the statistics, and analysis of the progress of the Community Governance Attorney Act.

[5.7.36.17 NMAC – Rn, 5.7.36.16 NMAC, 7/15/2025]

History of 5.7.36 NMAC:
[RESERVED]

LIVESTOCK BOARD

This is an amendment to 21.30.4 NMAC, Sections 7, 12 and 13 effective 7/18/2025.

21.30.4.7 DEFINITIONS:

A. “**Board**” means the New Mexico livestock board.

B. “**Cohort(s)**” ~~[equids]~~ animals considered to be exposed or high-risk due to epidemiological link to a positive animal.

C. “**Director**” means

the executive director of the New Mexico livestock board.

D. “**Inspector**” means any duly authorized or commissioned officer of the livestock board.

E. “**Livestock**” means cattle, sheep, swine, bison, goats, horses, mules, asses, poultry, ratites, camelids, and farmed cervidae.

F. “**Hold order**” means a directive by the New Mexico livestock board by or through the state veterinarian to stop movement of certain livestock because of the possibility those livestock are diseased or exposed to a contagious disease, but the disease has not been confirmed in those livestock.

G. “**Premises**” means a place where livestock is held for personal or commercial purposes.

H. “**Regulatory sample**” means blood sample collected for confirmatory testing

I. “**Restricted zone**” a defined geographic portion of the state.

J. “**Surveillance sample**” means blood sample collected for routine testing
[21.30.4.7 NMAC - Rp, 21.30.4.7 NMAC, 7/16/2024, A/E, 2/11/2025, A, 7/18/2025]

21.30.4.12 EQUINE INFECTIOUS ANEMIA RESPONSE (EIA):

~~[A.] Equine infectious anemia (EIA): is an infectious disease of equines caused by a lentivirus, equine infectious anemia virus (EIAV). The infection is characterized by three distinct forms: acute, chronic (both associated with clinical signs of disease), and inapparent.~~

~~B.] Official test: The agar gel immunodiffusion (AGID) test, also known as the coggins test, the competitive enzyme-linked immunosorbent assay (CELISA) test, and other United States department of agriculture (USDA) licensed tests approved by the New Mexico livestock board (NMLB), are the official tests for equine infectious anemia (EIA) in all equine species.~~

~~C.] Authorization to~~

conduct test: Only USDA approved laboratories are allowed to run the AGID and CELISA or other USDA licensed tests. Equine blood samples collected for official EIA tests shall be collected by a state or federal animal health official or an accredited veterinarian who is licensed in the state in which the animal being tested is located.

~~D.] EIA infected animals: Any equid testing positive for EIA on surveillance sampling will be placed on a hold order at its current location, isolated from other equids by at least 200 yards, until confirmatory testing is completed at the USDA National veterinary services laboratory (NVSL). Cohorts of the EIA-positive equid(s) will also be subject to the hold order subject to the conditions listed in section E6.~~

~~(1) If an EIA-positive equid is located on a premises other than that of the owner at the time of quarantine, the Office of the State Veterinarian may authorize movement of the EIA-positive equid to the owner's premises or a premises approved for isolation by the NMLB. The movement shall occur under the direct supervision of the NMLB, and the trailer shall be sealed by a livestock inspector prior to leaving the origin. Seals shall be broken only by a livestock inspector at the destination.~~

~~(2) If NVSL determines the sample is negative based on AGID, the hold order will be released.~~

~~(3) If NVSL confirms the sample is positive based on AGID, the hold order will be upgraded to a quarantine within 24 hours of receipt of confirmation. Regulatory testing of the EIA-positive equid and its cohorts will be performed by a state or federal regulatory veterinarian within five days of NVSL confirmation of the surveillance sample.~~

~~E.] Disposition of confirmed EIA-Positive horses:~~

~~(1) EIA-positive equids must be:~~

~~(2) euthanized and buried or incinerated in accordance with local ordinance within five~~

days of NVSL confirmation of the regulatory sample; or

(3) exported out of New Mexico within 30 days if the owner is able to obtain permission from the receiving state or country and USDA;

(4) Any EIA-positive equid that cannot be euthanized within five days of NVSL confirmation or any EIA-positive equid destined for export shall be branded (either freeze or hot-iron) with an 85A on the left neck or left shoulder in accordance with the USDA EIA uniform methods and rules within five days of NVSL confirmation. Euthanasia or export shall occur within 30 days of NVSL confirmation. The owner is responsible for the cost of export or euthanasia and disposal of the EIA-positive equid(s) and shall not be indemnified by the state for any loss caused by the destruction or loss of value of the equid(s). The veterinarian performing the euthanasia shall provide a written affidavit to the office of the state veterinarian within 72 hours of performing the euthanasia.

F. Exposed or high-risk equids:

(1) exposed or high-risk equids are those determined to have an epidemiological link to the positive animal either by proximity, common ownership, or other factors. An exposed or high-risk equid may or may not be located on the same premises as an EIA-positive equid. Equids considered to be exposed or high-risk may be tested by an accredited veterinarian at the owner's expense or by a state or federal regulatory veterinarian. Equids tested by an accredited veterinarian may be subject to a retest by a state or federal regulatory veterinarian at any time.

(2) exposed or high-risk equids shall be placed under a hold order until they have tested negative to EIA at least 60 days after the last known exposure.

(3) movement of exposed or high-risk equids may be allowed prior to the 60-day test if they have a negative EIA test performed by an accredited veterinarian prior to movement and with approval of

the office of the state veterinarian. Request for movement approval is required at least 48 hours prior to it occurring and shall include the following information:

(a) registered name of equid;

(b) all official identification of equid (including microchip or tattoo);

(c) name of owner;

(d) name of trainer;

(e) destination;

(f) purpose of movement;

(g) and length of stay.

(4) these equids shall be made available for their 60-day test regardless of their location.

G. Compliance: Livestock Inspectors who are certified peace officers, in accordance with Section 30-18-14 NMSA 1978 shall enforce the provisions of Chapter 30, Article 18 NMSA 1978 and other criminal laws relating to livestock. Livestock inspectors may arrest persons found in the act or whom they have probable cause to believe are guilty of driving, holding or slaughtering stolen livestock. Any person who violates the provisions of these rules may be subject to the criminal and civil penalties pursuant to Sections 77-2-9, 77-2-22 NMSA 1978. Penalties for misdemeanor crimes can include imprisonment of less than one year or fines up to \$1000 or both. Penalties for petty misdemeanors can include imprisonment not to exceed six months or fines up to \$500 or both. Furthermore, any person who violates a rule adopted under the power granted to the board unless the penalty has been fixed by law is guilty of a misdemeanor and upon conviction shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978.]

A. Equine infectious anemia (EIA): is an infectious disease of equids caused by a lentivirus, equine infectious anemia virus. The infection is characterized by three distinct

forms: acute, chronic (both associated with clinical signs of disease), and inapparent.

B. Official test: The agar gel immunodiffusion (AGID) test, also known as the coggins test, the enzyme-linked immunosorbent assay (ELISA) test, and other USDA licensed tests approved by the NMLB, are the official tests for EIA in all equine species. All samples for an official test must be accompanied by a completed and accurate USDA VS form 10-11 equine infectious anemia laboratory test.

C. Authorization to conduct test: Only USDA approved laboratories are allowed to run the AGID and ELISA or other USDA licensed tests. Equine blood samples collected for official EIA tests shall be collected by a state or federal animal health official or a Category II USDA accredited veterinarian who is licensed in the state in which the animal being tested is located. The NMLB retains the authority to accept rules and regulations to test for EIA prepared by USDA-APHIS pursuant to Section 77-3-9 NMSA.

D. EIA infected animals: Any equid testing positive for EIA on surveillance sampling will be placed on a hold order at its current location within 24 hours after presumptive positive test results are known, isolated from other equids by at least 200 yards, until confirmatory testing is completed at the USDA National veterinary services laboratories (NVSL) to prevent further exposure of other equids. Cohorts of the EIA-positive equid(s) will also be subject to the hold order subject to the conditions listed in subsection F of this section.

(1) If an EIA-positive equid is located on a premises other than that of the owner at the time of quarantine, the office of the state veterinarian may authorize intrastate movement of the EIA-positive equid to the owner's premises or a premises approved for isolation by the NMLB. The movement shall occur under the direct supervision of the NMLB, and the trailer shall be sealed by a livestock inspector prior to leaving the

origin. Seals shall be broken only by a livestock inspector at the destination.

(2) If NVSL determines the sample is negative based on AGID and ELISA, the hold order will be released.

(3) If NVSL confirms the sample is positive based on AGID or ELISA, the hold order will be upgraded to a quarantine within 24 hours of receipt of confirmation. Regulatory sampling of the EIA-positive equid and its cohorts will be performed by a state or federal regulatory veterinarian within five days of NVSL confirmation of the surveillance sample. All official identification of each horse sampled will be recorded in addition to photographs or a detailed physical description of markings.

E. Disposition of confirmed EIA-positive equids based on results of regulatory sampling:

(1) EIA-positive equids must be:

(a) Humanely euthanized in accordance with American Veterinary Medical Association Guidelines and buried or incinerated in accordance with local ordinance within five days of NVSL confirmation of the regulatory sample; or

(b) exported out of New Mexico within 30 days if the owner is able to obtain permission from the livestock health official of the receiving state or country and USDA.

(2) Any EIA-positive equid that cannot be humanely euthanized within five days of NVSL confirmation or any EIA-positive equid destined for export shall be branded (either freeze or hot-iron) with an 85A on the left neck or left shoulder in accordance with the USDA EIA rules and regulations within five days of NVSL confirmation. Euthanasia or export shall occur within 30 days of NVSL confirmation. The owner is responsible for the cost of export or euthanasia and disposal of the EIA-positive equid(s) and shall not be indemnified by the state for any loss caused by the destruction or loss of value of the equid(s). The veterinarian

performing the euthanasia shall provide a written affidavit to the office of the state veterinarian within 72 hours of performing the euthanasia, or conduct the euthanasia with a witness of the board or USDA present as an alternative to a written affidavit

F. Cohorts of EIA-positive equids.

(1) Exposed or high-risk equids (cohorts) are those determined to have an epidemiological link to the positive animal either by proximity, common ownership, or other factors. A cohort may or may not be located on the same premises as an EIA-positive equid. Cohorts may be tested by a category II USDA accredited veterinarian at the owner's expense or by a state or federal regulatory veterinarian within five days of NVSL confirmation of the surveillance sample from the EIA positive equid. Equids tested by a category II USDA accredited veterinarian may be subject to a retest by a state or federal regulatory veterinarian at any time.

(2) Cohorts shall be placed under a hold order until they have had a second negative test to EIA at least 60 days after the last known exposure.

(3) Movement of cohorts may be allowed prior to the 60-day test if they have a negative EIA test performed by an accredited veterinarian prior to movement and with approval of the office of the state veterinarian. Request for movement approval is required at least 48 hours prior to it occurring and shall include the following information:

(a) registered name of equid;

(b) all official identification of equid (including microchip or tattoo);

(c) name of owner;

(d) name of trainer;

(e) destination;

(f) purpose of movement;

(g) and length of stay.

(4) these equids shall be made available for their 60-day test regardless of their location.

G. Compliance: Livestock inspectors who are certified peace officers, in accordance with Section 30-18-14 NMSA 1978 shall enforce the provisions of Chapter 30, Article 18 NMSA 1978 and other criminal laws relating to livestock. Livestock inspectors may arrest persons found in the act or whom they have probable cause to believe are guilty of removing livestock from a quarantine or hold order without NMLB approval. Any person who violates the provisions of these rules may be subject to the criminal and civil penalties pursuant to Sections 77-3-2, 77-2-9, 77-2-22 NMSA 1978. Penalties for misdemeanor crimes can include imprisonment of less than one year or fines up to \$1000 or both. Penalties for petty misdemeanors can include imprisonment not to exceed six months or fines up to \$500 or both. Furthermore, any person who violates a rule adopted under the power granted to the board unless the penalty has been fixed by law is guilty of a misdemeanor and upon conviction shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978.

[21.30.4.12 NMAC - N/E, 2/11/2025, N, 7/18/2025]

21.30.4.13 VESICULAR STOMATITIS; RESTRICTIONS AND SAFEGUARDS DEEMED PROPER TO PROTECT LIVESTOCK IN NEW MEXICO:

A. Livestock cannot be removed from a VS-quarantined [premise] premises. Any livestock introduced onto VS-quarantined premises will be subject to the quarantine restrictions and remain on the premises until the quarantine has been lifted.

B. Transporters hauling any New Mexico origin livestock in New Mexico must have in possession a current brand inspection (form 1) or a permanent equine hauling card (form 1-H).

C. Participants in public events in which all livestock

attending originate from New Mexico must:

(1) present and have verified by event officials a certificate of veterinary inspection (CVI), commonly known as a *health certificate*, for each animal brought by that participant and that has been issued within five days prior to arrival at the event, or

(2) have the livestock examined upon arrival at the event by designated officials as specified and provided by the event organizers; the designated official should be a veterinarian whose background and experience with livestock would allow them to recognize abnormalities in tissues that could be consistent with vesicular stomatitis.

(3) The state veterinarian may specify other restrictions consistent with the board's duty to protect the health and integrity of the livestock industry in New Mexico, including limiting any destinations of the horse.

D. Participants with livestock that originate in New Mexico attending public events in New Mexico where livestock from states other than New Mexico will be present must:

(1) present and have verified by event officials a certificate of veterinary inspection (CVI), commonly known as a *health certificate*, for each animal brought by that participant and that has been issued within five days prior to arrival at the event, and

(2) have the livestock examined upon arrival at the event by a NM accredited veterinarian.

E. All livestock entering New Mexico public auctions facilities must receive a health examination prior to sale by a NM accredited veterinarian.

F. Out of state livestock entering New Mexico from any other state or territory must meet all current New Mexico entry requirements. Owners of livestock temporarily entering New Mexico are urged to contact their state animal

health officials for requirements and restrictions to return to their home state from New Mexico.

[21.30.4.13 NMAC - Rp, 21 NMAC.30.4.12, 7/16/2024, Rn, 2/11/2025, A, 7/18/2025]

REGULATION AND LICENSING DEPARTMENT SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY AND HEARING AID DISPENSING PRACTICES BOARD

The New Mexico Speech-Language Pathology, Audiology & Hearing Aid Dispensers Practices Board has approved the repeal of its rule 16.26.5 NMAC – CONTINUING EDUCATION, filed 11/9/1996, and replace it with new rule 16.26.5 NMAC – CONTINUING EDUCATION, adopted 6/18/2025 and effective 07/15/2025.

REGULATION AND LICENSING DEPARTMENT SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY AND HEARING AID DISPENSING PRACTICES BOARD

TITLE 16 OCCUPATIONAL AND PROFESSIONAL LICENSING CHAPTER 26 HEARING, SPEECH AND AUDIOLOGY PRACTITIONERS PART 5 CONTINUING EDUCATION

16.26.5.1 ISSUING AGENCY: New Mexico Speech-Language Pathology, Audiology and Hearing Aid Dispensing Practices Board.
[16.26.5.1 NMAC - Rp, 16.26.5.1 NMAC, 07/15/2025]

16.26.5.2 SCOPE: All licensed individuals wishing to renew

their license must comply with the continuing education prerequisite of continuing education in order to retain and annually renew their speech-language pathology, audiology or hearing aid dispensing license.
[16.26.5.2 NMAC - Rp, 16.26.5.2 NMAC, 07/15/2025]

16.26.5.3 STATUTORY AUTHORITY: These rules are promulgated pursuant to the Speech-Language Pathology, Audiology and Hearing Aid Dispensing Practices Act, Sections 61-14B-1 to 61-14B-25 NMSA 1978 and Uniform Licensing Act, Sections 61-1-1 to 61-1-33 NMSA 1978.

[16.26.5.3 NMAC - Rp, 16.26.5.3 NMAC, 07/15/2025]

16.26.5.4 DURATION: Permanent.
[16.26.5.4 NMAC - Rp, 16.26.5.4 NMAC, 07/15/2025]

16.26.5.5 EFFECTIVE DATE: July 15, 2025, unless a later date is cited at the end of a section.
[16.26.5.5 NMAC - Rp, 16.26.5.5 NMAC, 07/15/2025]

16.26.5.6 OBJECTIVE: The objective of Part 5 is to outline continuing education requirements, criteria and procedures.
[16.26.5.6 NMAC - Rp, 16.26.5.6 NMAC, 07/15/2025]

16.26.5.7 DEFINITIONS: [RESERVED]

16.26.5.8 CONTINUING EDUCATION PHILOSOPHY: Continuing education is one of the most important responsibilities of the speech-language pathologist, audiologist, and hearing aid dispenser. It is also a life-long process. A diversity of information related to speech-language pathology, audiology, and hearing aid dispensing regarding changing requirements, laws, and trends in the field is recommended to enhance the professional skills and development the speech-language pathologist, audiologist, and hearing aid dispenser.

The responsibility of continuing education rests solely with the speech-language pathologist, audiologist, or hearing aid dispenser.

[16.26.5.8 NMAC - Rp, 16.26.5.8 NMAC, 07/15/2025]

16.26.5.9 CONTINUING EDUCATION REQUIREMENTS OF LICENSEES:

A. The board requires 20 hours of continuing education every two years. These may be distributed over the two year period, or they may all be obtained in one year. These continuing education hours must be in the field of licensure, or in a related field if justified to the board office. The board office will consult with the board to resolve questions as to appropriate continuing education hours. Renewal of a license shall be contingent upon the fulfillment of the continuing education standards and the supplying of evidence thereof by the licensee. The board shall be the final authority on acceptance of any educational activity submitted by a licensee to meet the continuing education requirement.

B. The number of continuing education hours required for renewal of a license may be prorated by the board office.

(1) A licensed individual whose next renewal date occurs less than 12 months after the license is issued will be required to earn continuing education hours equivalent to one hour per month each month the license is issued or reinstated to the last day of the renewal month up to a maximum of 10 clock hours.

(2) Any approved continuing education hours accrued prior to receiving a license during the year the license is issued can be applied toward the continuing education requirements.

C. Any person licensed as both a speech-language pathologist and an audiologist or hearing aid dispenser must fulfill the requirements of 20 clock hours of continuing education every two years in each field in which the licensee is licensed. [16.26.5.9 NMAC - Rp, 16.26.5.9 NMAC, 07/15/2025]

16.26.5.10 CRITERIA APPLYING TO OFFER CONTINUING EDUCATION OPPORTUNITY:

A. The board or board office will approve professional education activities sponsored or approved by a national or state professional association of speech-language pathologists, audiologists and hearing aid dispensers.

B. All other proposed educational programs or seminars must be submitted to the board office prior to approval.

C. Requests must be submitted in writing with appropriate fees to the board office at least 60 days prior to the program. The board office shall give written notice of the approval or disapproval of the educational program or seminar within 30 days of receiving the application.

D. The individual/organization requesting approval of an educational seminar or course must provide the board office with the following material:

- (1)** name of the seminar or course;
- (2)** sponsor;
- (3)** objective of the seminar or course;
- (4)** format and subjects of seminar or course;
- (5)** number of clock hours of study or continuing education units;
- (6)** method of verification of attendance or completion of self study program; and
- (7)** name and qualifications of faculty or institution material.

[16.26.5.10 NMAC - Rp, 16.26.5.10 NMAC, 07/15/2025]

16.26.5.11 CONTINUING EDUCATION VERIFICATION:

The board shall audit a percentage of renewal applications each year to verify the continuing education requirement. The licensee should maintain a file that includes the continuing education course documentation up to two years.

A. The board does not maintain a list of continuing education providers. The licensee must determine where to obtain the required continuing education.

B. If a **“Notice of Audit”** letter is received with the annual renewal form, evidence of continuing education hours earned during the last two years must be submitted to the board as requested by this rule.

C. If the licensee is **Not Audited**, the licensee will have to sign an affidavit attesting to the completion of the required hours of continuing education and all documentation of attendance and agendas should be retained by the licensee for a minimum of two years immediately preceding the current renewal.

D. The board reserves the right to audit continuing education attendance certificates whenever there is reasonable doubt the courses submitted, dates, or hours may be incorrect.

E. Beginning January 30, 2009 the board will no longer allow carry over hours.

F. Continuing education taken prior to the renewal period will not be accepted.

G. Each licensee will maintain documentation of all completed continuing education, including contact information for the provider of each course.

H. If all continuing education requirements are not met by the expiration date of the license or granted extension date, the licensee shall be subject to disciplinary action:

(1) renewing licensees will be randomly selected for audit; then board may audit continuing education records at any time before the next scheduled license renewal or when deemed appropriate by the board;

(2) the licensee will be notified by email when selected for audit and will be given a deadline to submit the continuing education proof of completion;

(3) Failure to respond to request by the board may be subject to a fine and other penalties determined appropriate by the board;

(4) The board may, at its discretion, accept a sworn affidavit of evidence of certificate/license holder compliance with continuing education requirements in support of renewal applications in lieu of documented evidence of such.

I. An individual who submits records or a sworn affidavit on their renewal application to demonstrate compliance with continuing education requirements but is found to be non-compliant during a random audit will be subject to fines and other penalties determined appropriate by the board.

[16.26.5.11 NMAC - Rp, 16.26.5.11 NMAC, 07/15/2025]

16.26.5.12 [RESERVED]

[16.26.5.12 NMAC - Rp, 16.26.5.12 NMAC, 07/15/2025]

HISTORY OF 16.26.5 NMAC:

HADF 71-1, Rules and Regulations,

filed 12/21/1971.

HADF 77-1, Rules and Regulations, filed 5/23/1977.

HED-80-1 (HSD), Regulations Governing the Hearing Aid Act, filed 2/5/1980.

HED 82-3, Regulations Governing the Hearing Aid Act, filed 3/18/1982.

HED 83-1 (HSD), Regulations Governing the Hearing Aid Act, filed 4/5/1983.

BCD 87-2, Regulations Governing the Hearing Aid Act, filed 11/10/1987.

BCD 88-1, Regulations Governing the Hearing Aid Act, filed 3/8/1988.

HED-81-6 (HSD), Regulations Governing the Speech-Language Pathology and Audiology Act, filed 8/4/1981.

HED-82-2, Regulations Governing the Speech-Language Pathology and Audiology Act, filed 3/17/1982.

HED-83-2 (HSD), Regulations Governing the Speech-Language Pathology and Audiology Act, filed 4/5/1983.

HED 86-13 (HSD), Regulations Governing the Speech-Language

Pathology and Audiology Act, filed 1/7/1987.

BCD 88-2, Regulations Governing the Speech-Language Pathology and Audiology Act, filed 3/11/1988.

Rule 91-7, Continuing Education, filed 10/25/1991.

History of Repealed Material: [RESERVED]

OTHER HISTORY OF 16.26.5 NMAC:

16.26.5 NMAC – Continuing Education, filed 11/9/1996, was repealed and replaced by 16.26.5 NMAC – Continuing Education, effective 07/15/2025.

REGULATION AND LICENSING DEPARTMENT

SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY AND HEARING AID DISPENSING PRACTICES BOARD

This is an amendment to 16.26.6 NMAC, Section 8, effective 07/15/2025.

16.26.6.8 FEES: All fees are payable to the board and are non-refundable. Fees are as follows:

		Initial fee	Renewal fee
A.	Hearing aid dispenser trainee temporary permits	\$175.00	
B.	Temporary paraprofessional license (apprentice)	\$50.00	\$50.00
C.	Clinical fellow license	\$50.00	\$50.00
D.	Speech-language pathologist and audiologist license	\$100.00	\$170.00
E.	Hearing aid dispensers	\$175.00	\$360.00
F.	Hearing aid practical exam	\$200.00	
G.	Endorsement to dispense hearing aids	\$100.00	\$190.00
H.	Processing continuing education offerings per offering	\$50.00	
I.	Bilingual-Multicultural Endorsement	\$50.00	
J.	Late renewal fee	\$75.00	
K.	All application packet fees	\$10.00	
L.	Dual licensure (SLP/audiology)	\$200.00	\$150.00
M.	Verification of licensure	\$15.00	

N.	Paper list	\$125.00	
O.	Mailing labels	\$150.00	
P.	Electronic list	\$175.00	
Q.	Duplicate license	\$10.00	
R.	Insufficient funds, <u>returned checks, or electronic checks</u>	[\$25.00] <u>\$35.00</u>	<u>\$35.00</u>

[10/25/1991; 11/09/1996; 11/7/1998; 11/27/1999; 16.26.6.8 NMAC - Rn & A, 16 NMAC 26.6.8, 2/3/2006; A, 6/7/2010; A, 1/29/2015; A, 11/28/2017; A, 07/15/2025]

**REGULATION
AND LICENSING
DEPARTMENT
SPEECH-LANGUAGE
PATHOLOGY, AUDIOLOGY
AND HEARING AID
DISPENSING PRACTICES
BOARD**

This is an amendment to 16.26.7 NMAC, Section 8, effective 07/15/2025.

16.26.7.8 DISCIPLINARY GROUNDS AND DENIAL OF LICENSURE: In accordance with the provisions of the Uniform Licensing Act, the board may take disciplinary action if the board determines that the applicant or licensee has violated the Speech-Language Pathology, Audiology and Hearing Aid Dispensing Practices Act or the board's rules. The following may subject the applicant or licensee to disciplinary action by the board.

A. Engaging in unprofessional conduct: Unprofessional conduct includes, but is not limited to, the following:

(1) violations of the principles of ethics or the ethical proscriptions as set forth in board regulations concerning its Code of Ethics (16.26.9 NMAC);

(2) for an audiologist or dispensing otorhinolaryngologist to accept a case referred from a hearing aid dispenser and not return the case to the referring professional unless the person seeking the hearing aid refuses to return to the referring professional or if the professional determines,

using his best professional judgement, the return of the case would not be in the person's best medical or audiological interest.

B. Engaging in acts that constitute incompetence: Incompetence includes, but is not limited to, the following:

(1) failure to possess the knowledge, apply the skill or provide the care required by generally accepted standards of the professions of speech-language pathology, audiology or hearing aid dispensing; or

(2) violation of the principles of ethics II or the ethical proscriptions thereunder as set forth in board regulations relating to professional competence (Subsections D and E of 16.26.9.8 NMAC);

(3) a finding of incompetence may be based upon a single act or omission of competence or upon a course of conduct or series of acts or omissions which extend over a period of time and which, taken as a whole, demonstrate incompetence.

C. Aiding or abetting the practice by a person not licensed by the board. Aiding or abetting the practice of speech language pathology by a person not licensed by the board includes, but is not limited to, the following:

(1) A licensee shall not authorize or otherwise permit a speech language paraprofessional or assistant working under his or her supervision to diagnose, conduct diagnostic testing, interpret diagnostic testing, develop a plan of care or deviate from a plan of care.

(2) A licensee shall ensure that a speech language paraprofessional or assistant working under his or her supervision follows the plan of care.

(3) A licensee shall not authorize or otherwise permit an apprentice in speech-language pathology working under his or her supervision to conduct any of the duties set forth in Subsection E of 16.26.2.18 NMAC of the boards rules and shall ensure that the apprentice only engages in those duties authorized in Subsection D of 16.26.2.18 NMAC of the boards rules.

D. Failing to deliver to any person supplied with a hearing aid a receipt which contains the following information:

(1) licensee's license number and signature;

(2) the sponsor's/supervisor's signature approving of the fitting if the seller is a clinical fellow, graduate student or trainee;

(3) address of the licensee's regular place of business;

(4) make and model of the hearing aid;

(5) full financial terms of the sale;

(6) statement as to whether the hearing aid is new, used or reconditioned;

(7) statement that the purchaser was advised that the licensee was not a licensed physician and that the examination and recommendation was made as a hearing aid dispenser, audiologist, clinical fellow, trainee or graduate student and not as a medical diagnosis or prescription;

(8) terms of guarantee, if any.

(9) hearing aid options that can provide a direct connection between the hearing aid and assistive listening systems.

E. Failure of a licensee to furnish the board within 10 business days of request, its investigators or representatives with information requested by the board;

(1) failure to be in compliance with the Parental Responsibility Act Section 40-5A-3 NMSA 1978 et seq.;

(2) fraudulent record keeping;

(3) failure to comply with Continuing Education Audit. If all continuing education requirements are not met by the expiration date of the license or granted extension date, the licensee shall be subject to disciplinary action.

F. Failure to appear before the board when requested by the board in any disciplinary proceeding;

[~~F.~~] **G.** Convictions for any of the following offenses, or their equivalents in any other jurisdiction, are disqualifying criminal convictions that may disqualify an applicant from receiving or retaining a license issued by the board:

(1) homicide or manslaughter;

(2) trafficking, or trafficking in controlled substances;

(3) human trafficking, kidnapping, false imprisonment, use of force or threats of force against school employees or healthcare workers, arson, aggravated assault or aggravated battery;

(4) rape, criminal sexual penetration, criminal sexual contact, incest, indecent exposure, failure to register as a sex offender, or other related felony sexual offenses;

(5) crimes involving adult abuse, neglect or financial exploitation;

(6) crimes involving child abuse or neglect;

(7) crimes involving robbery, larceny, extortion,

burglary, bribery, fraud, tax fraud or evasion, forgery, embezzlement, credit card fraud, misuse of public funds or benefits, making false statements, offering or soliciting an illegal kickback or government action, tampering with public records, perjury;

(8) escape from a custody or possession of deadly weapons in custody;

(9) practicing healthcare without a license;

(10) an attempt, solicitation, or conspiracy involving any of the felonies in this subsection.

[~~F.~~] **H.** The board shall not consider the fact of a criminal conviction as part of an application for licensure unless the conviction in question is one of the disqualifying criminal convictions listed in [~~Subsection E~~] Subsection G of this rule.

[~~G.~~] **I.** The board shall not deny, suspend or revoke a license on the sole basis of a criminal conviction unless the conviction in question is one of the disqualifying criminal convictions listed in [~~Subsection A~~] Subsection G of this rule.

[~~H.~~] **J.** Nothing in this rule prevents the board from denying an application or disciplining a licensee on the basis of an individual's conduct to the extent that such conduct violated the Speech-Language Pathology, Audiology, and Hearing Aid Dispensing Practices Act, regardless of whether the individual was convicted of a crime for such conduct or whether the crime for which the individual was convicted is listed as one of the disqualifying criminal convictions listed in Subsection A of this rule.

[~~I.~~] **K.** In connection with an application for licensure, the board shall not use, distribute, disseminate, or admit into evidence at an adjudicatory proceeding criminal records of any of the following:

(1) an arrest not followed by a valid conviction;

(2) a conviction that has been sealed, dismissed, expunged or pardoned;

(3) a juvenile adjudication; or

(4) a conviction for any crime other than the disqualifying criminal convictions listed in Subsection A of this rule. [11/7/98, 11/27/99, 12/5/99; 16.26.7.8 NMAC - Rn & A, 16 NMAC 26.7.8, 2/3/06; A, 11/28/2017; A, 2/10/2022; A, 07/15/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

The Superintendent of Insurance approved the repeal of 13.1.1 NMAC, Administrative Provisions, filed on July 1, 1997. The rule will be replaced with 13.1.1 NMAC, Administrative Provisions adopted on June 24, 2025 and effective on July 15, 2025.

The Superintendent of Insurance approved the repeal of 13.1.2 NMAC, Insurance Bulletins, filed July 1, 1997. The rule will be replaced with 13.1.2 NMAC, Insurance Bulletins, adopted on June 24, 2025 and effective on July 15, 2025.

SUPERINTENDENT OF INSURANCE, OFFICE OF

TITLE 13 INSURANCE CHAPTER 1 INSURANCE GENERAL PROVISIONS PART 1 ADMINISTRATIVE PROVISIONS

13.1.1.1 ISSUING AGENCY: Office of Superintendent of Insurance.

[13.1.1.1 NMAC, Rp, 13.1.1.1 NMAC, 07/15/2025]

13.1.1.2 SCOPE: This rule applies to all rules adopted by the superintendent of insurance as parts of Title 13 of the New Mexico Administrative Code.

[13.1.1.2 NMAC, Rp, 13.1.1.2 NMAC, 07/15/2025]

13.1.1.3 STATUTORY AUTHORITY: Sections 14-4-1 et

seq., NMSA 1978, State Rules Act, and Section 59A-2-9 NMSA 1978.
[13.1.1.3 NMAC, Rp, 13.1.1.3 NMAC, 07/15/2025]

13.1.1.4 DURATION:
Permanent.
[13.1.1.4 NMAC, Rp, 13.1.1.4 NMAC, 07/15/2025]

13.1.1.5 EFFECTIVE DATE: July 15, 2025, unless a later date is cited at the end of a section.
[13.1.1.5 NMAC, Rp, 13.1.1.5 NMAC, 07/15/2025]

13.1.1.6 OBJECTIVE:
The purpose of this rule is to set forth provisions that apply to all rules adopted by the superintendent of insurance.
[13.1.1.6 NMAC, Rp, 13.1.1.6 NMAC, 07/15/2025]

13.1.1.7 DEFINITIONS:
As used throughout Title 13, in addition to the definitions in Chapter 59A, Article 1 NMSA 1978, the following terms have the following meanings:

A. “Office” or “OSI”
means the office of superintendent of insurance.

B. “Superintendent”
has the same meaning as defined in Section 59A-1-12 NMSA 1978.
[13.1.1.7 NMAC, Rp, 13.1.1.7 NMAC, 07/15/2025]

13.1.1.8 REFERENCES TO OTHER DOCUMENTS: When a rule issued by the superintendent relating to insurance refers to another rule, regulation, statute, or other document, the reference, unless stated specifically to the contrary, is continuous and intended to refer to all amendments of the rule, regulation, statute, or document.
[13.1.1.8 NMAC, Rp, 13.1.1.8 NMAC, 07/15/2025]

13.1.1.9 INTERPRETATION OF TERMS:
Unless the context otherwise requires:

A. Singular or plural:
Words used in the singular include

the plural; words used in the plural include the singular;

B. Gender: Words used in the neuter gender include the masculine and the feminine. The personal pronoun in either gender may be used in these rules to refer to any person, firm or corporation.

C. Permissive or mandatory: May is permissive; shall and must are mandatory.
[13.1.1.9 NMAC, Rp, 13.1.1.9 NMAC, 07/15/2025]

13.1.1.10 USE OF OFFICE PRESCRIBED FORMS: The office has prescribed forms to carry out certain requirements of these rules. Office prescribed forms must be used when a form exists for the purpose, unless these rules state otherwise or the superintendent waives this requirement. The superintendent will accept filings made on photocopies of OSI forms, provided they are legible.
[13.1.1.10 NMAC, Rp, 13.1.1.10 NMAC, 07/15/2025]

13.1.1.11 ADDRESS FOR FILING DOCUMENTS:

A. By U. S. mail:
Office of Superintendent of Insurance, P.O. Box 1689, Santa Fe, NM 87504-1269.

B. In person: Office of Superintendent of Insurance, PERA Building, 4th Floor, 1120 Paseo de Peralta, at the corner of Old Santa Fe Trail, Santa Fe, New Mexico.

C. Electronically: as specified by the office or any division of the office, via:

(1) the OSI eDocket at the following internet link: edocket.osi.state.m.us/home

(a) in order to access the OSI eDocket, you must register;

(b) click on the Login/Register tab in the upper right corner of the eDocket screen; and

(c) all registrants must be verified by the office.

(2) an internet link specified by the office or as instructed in a bulletin, guidance,

rule, or other communication from the office.

[13.1.1.11 NMAC, Rp, 13.1.1.11 NMAC, 07/15/2025]

13.1.1.12 SEVERABILITY:
If any provision of any rule in Title 13 adopted by the superintendent of insurance, or the application of any provision to any person or circumstance, is for any reason held to be invalid, the remainder of the rule and the application of the provision to other persons or circumstances shall not be affected thereby.
[13.1.1.12 NMAC, Rp, 13.1.1.12 NMAC, 07/15/2025]

HISTORY OF 13.1.1 NMAC:
Pre-NMAC History: The subject matter of this rule was originally filed with the State Records Center as: ID 67-1, Sections 2-1-1 through 2-1-8, New Mexico Official Administrative Rules and Regulations Code, filed 12/1/67.

History of Repealed Material:
13.1.1 NMAC – Administrative Provisions, filed 7/1/1997 was repealed, effective 7/15/2025.

Other History:
13.1.1 NMAC – Administrative Provisions, filed 7/1/1997 was repealed and replaced by 13.1.1 NMAC - Administrative Provisions, effective 7/15/2025.

SUPERINTENDENT OF INSURANCE, OFFICE OF

TITLE 13 INSURANCE CHAPTER 1 INSURANCE GENERAL PROVISIONS PART 2 INSURANCE BULLETINS

13.1.2.1 ISSUING AGENCY: Office of Superintendent of Insurance.
[13.1.2.1 NMAC, Rp, 13.1.2.1 NMAC, 07/15/2025]

13.1.2.2 SCOPE: This rule applies to all insurers and insurance professionals in New Mexico.

[13.1.2.2 NMAC, Rp, 13.1.2.2 NMAC, 07/15/2025]

13.1.2.3 STATUTORY

AUTHORITY: Sections 14-4-1 *et seq.*, NMSA 1978, State Rules Act, Sections 59A-2-8, 59A-2-9, 59A-2-10 and 59A-4-3 NMSA 1978.

[13.1.2.3 NMAC, Rp, 13.1.2.3 NMAC, 07/15/2025]

13.1.2.4 DURATION:

Permanent.

[13.1.2.4 NMAC, Rp, 13.1.2.4 NMAC, 07/15/2025]

13.1.2.5 EFFECTIVE

DATE: July 15, 2025, unless a later date is cited at the end of a section.

[13.1.2.5 NMAC, Rp, 13.1.2.5 NMAC, 07/15/2025]

13.1.2.6 OBJECTIVE: The

purpose of this rule is to establish a procedure for the superintendent to request information pursuant to a provision of the insurance code or of a rule adopted by the department, to publish general notice of requirements under the law, and to issue orders generally applicable to large numbers of insurers.

[13.1.2.6 NMAC, Rp, 13.1.2.6 NMAC, 07/15/2025]

13.1.2.7 DEFINITIONS:

In addition to all definitions in Chapter 59A, Article 1 NMSA 1978, the following terms have the following meanings:

A. “Bulletin” means a statement, inquiry, or order of broad or general interest or application that does not in itself create new law but which may require certain actions to be performed under existing law.

B. “Office” means the office of superintendent of insurance.

C. “Superintendent” has the same meaning as defined in Section 59A-1-12 NMSA 1978.
[13.1.2.7 NMAC, Rp, 13.1.2.7 NMAC, 07/15/2025]

13.1.2.8 USE OF

BULLETINS:

A. The superintendent may issue bulletins requiring any

insurer, person, producer, adjuster, bailbondsmen, or company subject to regulation by the office:

(1) to comply with requests from the superintendent to provide information useful in the lawful enforcement or administration of any provision of a rule adopted by the office or of the Insurance Code;

(2) to respond to an inquiry from the superintendent with respect to any transaction or matter within the scope of the superintendent’s supervision;

(3) to comply with an order requiring that certain actions be performed.

B. The superintendent may issue bulletins:

(1) indicating the superintendent’s understanding of the meaning of a statute or rule;

(2) indicating the superintendent’s understanding of the applicability of a statute or rule;

(3) providing an explanation of how a statute or rule is to be administered in practice;

(4) in response to inquiries from insurers, insurance professionals or the public clarifying ambiguous terms or requirements of existing law.

[13.1.2.8 NMAC, Rp, 13.1.2.8 NMAC, 07/15/2025]

13.1.2.9 PROCEDURE FOR ISSUING BULLETINS:

A. Each bulletin shall be numbered, dated and signed by the superintendent.

B. Each bulletin shall be effective on the date issued, unless a different effective date is specified in the bulletin.

C. Any bulletin with an expiration date will expire on the date indicated in the bulletin.

D. A subsequently issued bulletin may revoke, amend, or supersede a bulletin but subsequently issued bulletin must identify the specific bulletin by number and date that it is revoking, amending, or superseding.

[13.1.2.9 NMAC, Rp, 13.1.2.9 NMAC, 07/15/2025]

HISTORY OF 13.1.2 NMAC:

Pre-NMAC History: The subject matter of this rule was originally filed with the State Records Center as: ID 67-1, Sections 2-1-1 through 2-1-8, New Mexico Official Administrative Rules and Regulations Code, filed 12/1/1967.

History of Repealed Material:

[RESERVED]

13.1.2 NMAC – Insurance Bulletins, filed 7/1/1997 was repealed, 7/15/2025.

Other History:

13.1.2 NMAC – Insurance Bulletins, filed 7/1/1997 was repealed and replaced by 13.1.2 NMAC – Insurance Bulletins, effective 7/15/2025.

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.1.4 NMAC, Section 13 effective 07/15/2025.

13.1.4.13 RULEMAKING RECORD AND ADOPTION OF RULE:

A. The superintendent shall maintain a record of the rulemaking proceeding as required in Section 14-4-5.4 NMSA 1978, and any written comment, document, or other exhibit entered into the record during the rule hearing shall be labeled clearly. Pre-filed written comments are part of the rulemaking record without the need for formal admission. Pre-filed comments include, but are not limited to: the petition; public notices of the rulemaking, including any lists of individuals to whom notice was mailed or sent electronically; the proposed rule in underline and strikethrough format; and any written comment submitted during the comment period prior to the rule hearing. Written comments or other documents introduced during the hearing should be admitted into the rulemaking record after being marked as an exhibit.

B. If the rule hearing is conducted by a designated hearing officer, the complete rulemaking record, including any memoranda summarizing the contents of the hearing, if written, shall be compiled and forwarded to the superintendent with sufficient time to review. The superintendent shall review the rulemaking record before rendering a final decision on the proposed rule.

C. The superintendent may adopt, amend, or reject the proposed rule. Any amendments to the proposed rule must fall within the scope of the current rulemaking proceeding. Amendments to a proposed rule are within the scope of the rulemaking if the amendments:

(1) are a logical outgrowth of the rule proposed in the notice; or

(2) are proposed, or are reasonably suggested, by comments made during the comment period [~~and the 10 day response period after the close of the comment period has been provided~~]; and

(a) any person affected by the adoption of the rule, if amended, should have reasonably expected that any change from the published proposed rule would affect that person's interest; or

(b) the subject matter of the amended rule or the issues determined by that rule are the same as those in the published proposed rule.

D. The date of adoption of the proposed rule shall be the date the final order is signed by the superintendent, unless otherwise specified in the final order.

E. In accordance with Section 14-4-5.5 NMSA 1978, the final order shall include but not be limited to, the following:

(1) citation to specific statutory or other authority authorizing the rule;

(2) effective date of the rule;

(3) date of adoption of the rule, if different than the date of the final order;

(4) reasons for adopting the rule, including any findings otherwise required by law of the superintendent, and a summary of any independent analysis done by the superintendent;

(5) reasons for any change between the published proposed rule and the final rule;

(6) any findings required by a provision of law for adoption of the rule; and

(7) reasons for not accepting substantive arguments made through public comment.

[13.14.13 NMAC - N, 7/1/2019; A, 9/10/2024; A, 07/15/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.14.4 NMAC Sections 1 and 7, effective 07/15/2025.

13.14.4.1 ISSUING AGENCY: Office of Superintendent of Insurance [“(OSI)”] (OSI).

[13.14.4.1 NMAC – Rp, 13.14.4.1 NMAC, 1/1/2021; A, 07/15/2025]

13.14.4.12 NOTICE TO OSI:

A. A title insurer, agency or title insurance agent, who discovers any of the following, shall provide notice to OSI within five days of:

(1) notice of suit in any civil or criminal action against the title insurer, title insurance agency, or title insurance agent involving any alleged misconduct or liability of the title insurer, title insurance agency, or title insurance agent concerning a New Mexico escrow; or

(2) any disciplinary action taken by the disciplinary board or by the supreme court of New Mexico involving misconduct concerning an escrow by a title insurer or title insurance agent who is a licensed attorney.

B. A title insurer, agency or title insurance agent, who discovers theft or fraud of an escrow

account, or escrow as defined in Subsection H of 13.14.1.7 NMAC, shall notify OSI within two days of discovery.

[13.14.4.12 NMAC – Rp, 13.14.4.12 NMAC, 1/1/2021; A, 07/15/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.14.8 NMAC Sections 1, 11, 24, 34, 39, 40, 41, effective September 22, 2025.

13.14.8.1 ISSUING

AGENCY: Office of Superintendent of Insurance [“(OSI)”] (OSI).

[13.14.8.1 NMAC – Rp, 13.14.8.1 NMAC, 1/1/2021; A, 09/22/2025]

13.14.8.11 IDENTIFIED RISK COVERAGE

ENDORSEMENT: NM form 85 may be attached to a policy only when authorized by order of the superintendent and subject to such terms, conditions and rate(s) specified by the superintendent through informal hearing pursuant to 13.1.6 NMAC, Informal Hearings, on a case-by-case basis.

[13.14.8.11 NMAC – Rp, 13.14.8.12 NMAC, 1/1/2021; A, 09/22/2025]

13.14.8.24 ZONING - COMPLETED STRUCTURE [ENDORSEMENT]

~~**ENDORSEMENTS: [ZONING-- LAND UNDER DEVELOPMENT-- ENDORSEMENT, AND ZONING-- COMPLETED STRUCTURE-- NO APPLICABLE ZONING-- ORDINANCES ENDORSEMENT.]**~~

NM form 65, 65.1 [or] 65.2 or 65.3 may be attached to a policy upon being furnished with a satisfactory survey.

A. These endorsements shall not be attached to a policy that insures one to four family residential property.

B. The coverage provided by any part of each endorsement may not be increased, but may be deleted.

[13.14.8.24 NMAC - Rp, 13.14.8.27 NMAC, 1/1/2021; A, 09/22/2025]

13.14.8.34 ~~[EASEMENT-DAMAGE OR ENFORCED REMOVAL ENDORSEMENT:] ENCROACHMENT EASEMENT ENDORSEMENTS:~~ NM [form] forms 76, 76.1, 76.2, or 76.3 may be attached to a policy. This endorsement shall not be attached to a policy that insures one to four family residential property.
[13.14.8.34 NMAC - Rp, 13.14.8.37 NMAC, 1/1/2021; A, 09/22/2025]

13.14.8.39 ~~[RESERVED]~~ **SEVERABLE IMPROVEMENTS ENDORSEMENT:** NM form 92 may be attached to a policy. This endorsement shall not be attached to a policy that insures one to four family residential property.
[13.14.8.39 NMAC - N, 3/1/2016; Repealed, 1/1/2021; N, 09/22/2025]

13.14.8.40 ~~[RESERVED]~~ **COMMERCIAL LENDER GROUP ENDORSEMENT:** NM form 93 may be attached to a policy. This endorsement shall not be attached to a policy that insures one to four family

residential property.
[13.14.8.40 NMAC - N, 3/1/2016; Repealed, 1/1/2021; N, 09/22/2025]

13.14.8.41 ~~[RESERVED]~~ **TAX CREDIT ENDORSEMENTS:** NM form 94, 94.1 or 95 may be attached to a policy. This endorsement shall not be attached to a policy that insures one to four family residential property.
[13.14.8.41 NMAC - N, 7/1/2018; Repealed, 1/1/2021; N, 09/22/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.14.9 NMAC Sections 1 and 13, effective July 15, 2025.

13.14.9.1 **ISSUING AGENCY:** Office of Superintendent of Insurance [“(OSI)”] (OSI).
[13.14.9.1 NMAC - Rp, 13.14.9.1 NMAC, 1/1/2021; A, 07/15/2025]

13.14.9.13 **ROUNDING TO THE NEAREST DOLLAR:** [All premiums charged for title insurance policies, endorsements, or commitments shall be rounded to the nearest dollar after all necessary computations have been performed. Fifty cents or more shall be rounded up; 49 cents or less shall be rounded down.]

A. All premiums charged for title insurance policies, endorsements, or commitments shall be rounded to the nearest dollar after all necessary computations have been performed. Fifty cents or more shall be rounded up and 49 cents or less shall be rounded down.

B. All premium splits between agents and underwriters for title insurance policies, endorsements, or commitments shall be rounded to the nearest dollar after all necessary computations have been performed. Fifty cents or more shall be rounded up and 49 cents or less shall be rounded down.

[13.14.9.13 NMAC - Rp, 13.14.9.13 NMAC, 1/1/2021; A, 07/15/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.14.16 NMAC Section 1 and adding a new Section 18, effective September 22, 2025.

13.14.16.1 **ISSUING AGENCY:** Office of Superintendent of Insurance [“(OSI)”] (OSI).
[13.14.16.1 NMAC - Rp, 13.14.16.1 NMAC, 1/1/2021; A, 09/22/2025]

13.14.16.18 SCHEDULE I - TRANSACTION REPORT:

NEW MEXICO TITLE INSURANCE AGENT STATISTICAL REPORT SCHEDULE I - TRANSACTION REPORT For the Calendar Year Ending December 31, 20__ NEW MEXICO EXPERIENCE ONLY					
Insurer					
NM Form No.	Transaction Code	Transaction Type	NMAC Regulation	No. of Forms Issued	Dependent on Basic Premium Rate?
1, 2	0001	Charge for Additional Chain of Title	13.14.9.16		No
1, 2	0002	Charge for Unusual Complexity	13.14.9.16		Yes
1	0003	Abstract Retirement Credit	13.14.9.24		Yes

<u>2</u>	<u>0004</u>	<u>Loan Policy - Mechanic's Lien Coverage with Evidence of Priority</u>	<u>13.14.5.12</u>		<u>No</u>
<u>2</u>	<u>0005</u>	<u>Loan Policy - Mechanic's Lien Coverage Without Evidence of Priority</u>	<u>13.14.5.12</u>		<u>Yes</u>
<u>1</u>	<u>0006</u>	<u>Owner's Policy - Mechanic's Lien Coverage - Filing Period Expired</u>	<u>13.14.5.12</u>		<u>No</u>
<u>1</u>	<u>0007</u>	<u>Owner's Policy - Mechanic's Lien Coverage - Filing Period Not Expired</u>	<u>13.14.5.12</u>		<u>Yes</u>
<u>1</u>	<u>0008</u>	<u>Survey Coverage - Owner Policy</u>	<u>13.14.5.1(C)</u>		<u>Yes</u>
<u>2</u>	<u>0009</u>	<u>Survey Coverage - Loan Policy</u>	<u>13.14.5.12(C)</u>		<u>No</u>
<u>1</u>	<u>0010</u>	<u>Pro Forma Policy - Owner</u>	<u>13.14.9.19(C)</u>		<u>No</u>
<u>2</u>	<u>0011</u>	<u>Pro Forma Policy - Loan</u>	<u>13.14.9.19(C)</u>		<u>No</u>
<u>1</u>	<u>0012</u>	<u>Duplicate Original Policy</u>	<u>None</u>		<u>No</u>
<u>none</u>	<u>0013</u>	<u>Cancellation Fee</u>	<u>13.14.9.19(B)</u>		<u>No</u>
<u>1</u>	<u>0101</u>	<u>Owner's Policy</u>	<u>13.14.9.20</u>		<u>Yes</u>
<u>1</u>	<u>0102</u>	<u>Owner's Policy - With Bulk Rate</u>	<u>13.14.6.12</u>		<u>Yes</u>
<u>1</u>	<u>0103</u>	<u>Simultaneous Issue - Multiple Owners on Same Land</u>	<u>13.14.9.32</u>		<u>Yes</u>
<u>1, 2</u>	<u>0104</u>	<u>Replacement Owner's Policy</u>	<u>13.14.9.26</u>		<u>Yes</u>
<u>41</u>	<u>0105</u>	<u>Owner's Policy After Foreclosure – Completed Foreclosure</u>	<u>13.14.9.28</u>		<u>Yes</u>
<u>41</u>	<u>0106</u>	<u>Owner's Policy After Foreclosure -Terminated Foreclosure</u>	<u>13.14.9.28</u>		<u>Yes</u>
<u>1</u>	<u>0110</u>	<u>Owner's Policy - Reissue (3 years or more since previous owner's policy was issued)</u>	<u>13.14.6.11</u>		<u>Yes</u>
<u>1</u>	<u>0115</u>	<u>Owner's Policy - Reissue (2 years or more but less than 3 years since previous owner's policy was issued)</u>	<u>13.14.6.11</u>		<u>Yes</u>
<u>1</u>	<u>0120</u>	<u>Owner's Policy - Reissue (More than 1 year but less than 2 years since previous owner's policy was issued)</u>	<u>13.14.6.11</u>		<u>Yes</u>
<u>1</u>	<u>0125</u>	<u>Owner's Policy – Reissue (1 year or less since previous owner's policy was issued)</u>	<u>13.14.6.11</u>		<u>Yes</u>
<u>2</u>	<u>0201</u>	<u>Loan Policy - Single Issue</u>	<u>13.14.9.22</u>		<u>Yes</u>
<u>2</u>	<u>0202</u>	<u>Loan Policy - Simultaneous Issue with Owner's Policy</u>	<u>13.14.9.22</u>		<u>No</u>

<u>2</u>	<u>0203</u>	<u>Loan Policy - Second Mortgage or Subsequent Issue</u>	<u>13.14.9.36</u>		<u>Yes</u>
<u>2</u>	<u>0204</u>	<u>Replacement Loan Policy</u>	<u>13.14.9.26</u>		<u>Yes</u>
<u>2</u>	<u>0205</u>	<u>Loan Policy with Two-Year Claims Made Limitation</u>	<u>13.14.9.40(A)</u>		<u>No</u>
<u>2</u>	<u>0206</u>	<u>Loan Policy with Two-Year Claims Made Limitation Extension</u>	<u>13.14.9.40(B)</u>		<u>No</u>
<u>2</u>	<u>0240</u>	<u>Loan Policy - Substitution Rate (within 3 years - 40%)</u>	<u>13.14.9.39</u>		<u>Yes</u>
<u>2</u>	<u>0250</u>	<u>Loan Policy - Substitution Rate (more than 3 years, less than 5 - 50%)</u>	<u>13.14.9.39</u>		<u>Yes</u>
<u>2</u>	<u>0260</u>	<u>Loan Policy - Substitution Rate (more than 5 years, less than 10 - 60%)</u>	<u>13.14.9.39</u>		<u>Yes</u>
<u>2</u>	<u>0280</u>	<u>Loan Policy - Substitution Rate (more than 10 years, less than 20 - 80%)</u>	<u>13.14.9.39</u>		<u>Yes</u>
<u>6</u>	<u>0600</u>	<u>Commitment for Title Insurance</u>	<u>13.14.9.19(A)</u>		<u>No</u>
<u>9</u>	<u>0900</u>	<u>Notice of Availability of Owner's Title Insurance</u>	<u>None</u>		<u>No</u>
<u>11</u>	<u>1104</u>	<u>Correction/Multipurpose Endorsement</u>	<u>13.14.8.8</u>		<u>No</u>
<u>11</u>	<u>1105</u>	<u>Renewal, Extension and Partial Release Endorsement</u>	<u>None</u>		<u>No</u>
<u>11</u>	<u>1106</u>	<u>Extension of Commitment for Title Insurance</u>	<u>13.14.9.19(A)</u>		<u>No</u>
<u>1, 11</u>	<u>1108</u>	<u>Increase in Coverage</u>	<u>13.14.6.8(C)</u>		<u>Yes</u>
<u>12</u>	<u>1200</u>	<u>Condominium Endorsement - Assessments Priority</u>	<u>13.14.8.42</u>		<u>No</u>
<u>13</u>	<u>1300</u>	<u>Planned Unit Development Endorsement - All Assessments</u>	<u>13.14.8.43</u>		<u>No</u>
<u>13.1</u>	<u>1301</u>	<u>Planned Unit Development Endorsement - Unpaid Assessments</u>	<u>13.14.8.43</u>		<u>No</u>
<u>14</u>	<u>1400</u>	<u>Variable Rate Mortgage Endorsement</u>	<u>None</u>		<u>No</u>
<u>15</u>	<u>1500</u>	<u>Variable Rate Mortgage Endorsement - Negative Amortization</u>	<u>None</u>		<u>No</u>
<u>16</u>	<u>1600</u>	<u>Manufactured Housing Unit Endorsement</u>	<u>None</u>		<u>No</u>
<u>16.1</u>	<u>1601</u>	<u>Manufactured Housing Unit (Conversion Loan) Endorsement</u>	<u>None</u>		<u>No</u>

<u>16.2</u>	<u>1602</u>	<u>Manufactured Housing Unit (Conversion Owner's) Endorsement</u>	<u>None</u>		<u>No</u>
<u>17</u>	<u>1700</u>	<u>Revolving Credit Endorsement</u>	<u>None</u>		<u>No</u>
<u>20</u>	<u>2000</u>	<u>Leasehold - Owner's Endorsement</u>	<u>13.14.6.8(E)(4)</u>		<u>No</u>
<u>21</u>	<u>2100</u>	<u>Leasehold Loan Endorsement</u>	<u>13.14.7.8(D)</u>		<u>No</u>
<u>22, 84</u>	<u>2200</u>	<u>Pending Disbursement Down Date Endorsement</u>	<u>None</u>		<u>No</u>
<u>23</u>	<u>2300</u>	<u>Pending Improvements Endorsement</u>	<u>None</u>		<u>No</u>
<u>24</u>	<u>2400</u>	<u>Assignment Endorsement</u>	<u>None</u>		<u>No</u>
<u>24.1</u>	<u>2401</u>	<u>Assignment and Down Date Endorsement</u>	<u>None</u>		<u>No</u>
<u>25</u>	<u>2500</u>	<u>Additional Advance Endorsement</u>	<u>None</u>		<u>No</u>
<u>26</u>	<u>2600</u>	<u>Partial Coverage Endorsement</u>	<u>None</u>		<u>No</u>
<u>28</u>	<u>2800</u>	<u>Non-Imputation - Full Equity Transfer Endorsement</u>	<u>None</u>		<u>No</u>
<u>28.1</u>	<u>2801</u>	<u>Non-Imputation - Additional Interest Endorsement</u>	<u>None</u>		<u>No</u>
<u>28.2</u>	<u>2802</u>	<u>Non-Imputation - Partial Equity Transfer Endorsement</u>	<u>None</u>		<u>No</u>
<u>29</u>	<u>2900</u>	<u>Environmental Protection Lien Endorsement</u>	<u>None</u>		<u>No</u>
<u>30</u>	<u>3000</u>	<u>Condominium Endorsement Unpaid Assessments</u>	<u>13.14.8.42</u>		<u>No</u>
<u>31</u>	<u>3100</u>	<u>Owner's Leasehold Conversion Endorsement</u>	<u>13.14.9.38</u>		<u>Yes</u>
<u>33</u>	<u>3300</u>	<u>Change of Name Endorsement</u>	<u>None</u>		<u>No</u>
<u>34</u>	<u>3400</u>	<u>U.S. Policy</u>	<u>13.14.6.9</u>		<u>Yes</u>
<u>41</u>	<u>4100</u>	<u>Limited Pre-Foreclosure Title Insurance Policy</u>	<u>13.14.7.18</u>		<u>Yes</u>
<u>42</u>	<u>4200</u>	<u>Limited Pre-Foreclosure Title Insurance Policy Down Date Endorsement</u>	<u>None</u>		<u>No</u>
<u>43</u>	<u>4300</u>	<u>Insuring Around Endorsement</u>	<u>13.14.8.12(A)</u>		<u>No</u>
<u>44</u>	<u>4400</u>	<u>Revolving Credit - Increased Credit Limit Endorsement</u>	<u>None</u>		<u>Yes</u>
<u>45</u>	<u>4500</u>	<u>Residential Limited Coverage Junior Loan Policy</u>	<u>13.14.7.19</u>		<u>Yes</u>
<u>46</u>	<u>4600</u>	<u>Down Date Endorsement to Residential Limited Coverage Junior Loan Policy JR1</u>	<u>13.14.8.45</u>		<u>No</u>
<u>47</u>	<u>4700</u>	<u>Endorsement to Residential Limited Coverage Junior Loan Policy JR2</u>	<u>None</u>		<u>No</u>

<u>49</u>	<u>4900</u>	<u>Notice of Availability of Future Increase in Coverage and Potential Premium Discounts for Future Policies</u>	<u>13.14.6.8.(C)</u>		<u>No</u>
<u>50</u>	<u>5000</u>	<u>Restrictions, Encroachments and Minerals Endorsement - Loan Policy</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>50.1</u>	<u>5001</u>	<u>Restrictions Encroachments, Minerals - Loan Policy Endorsement</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>51</u>	<u>5100</u>	<u>Land Abuts Street Endorsement</u>	<u>13.14.8.15</u>		<u>No</u>
<u>52</u>	<u>5200</u>	<u>Location Endorsement</u>	<u>13.14.8.16</u>		<u>No</u>
<u>54</u>	<u>5400</u>	<u>Contiguity Single Parcel Endorsement</u>	<u>13.14.8.18</u>		<u>No</u>
<u>55</u>	<u>5500</u>	<u>Named Insured Endorsement</u>	<u>None</u>		<u>No</u>
<u>56</u>	<u>5600</u>	<u>Restrictions, Encroachments, Minerals - Owner's Policy (Unimproved Land) Endorsement</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>56.1</u>	<u>5601</u>	<u>Restrictions, Encroachments, Minerals Endorsement – (Owner's Policy - Unimproved Land)</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>57</u>	<u>5700</u>	<u>Restrictions, Encroachments, Minerals - Owner's Policy (Improved Land) Endorsement</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>57.1</u>	<u>5701</u>	<u>Restrictions, Encroachments, Minerals - (Owner's Policy - Improved Land) Endorsement</u>	<u>13.14.8.14</u>		<u>Yes</u>
<u>58</u>	<u>5800</u>	<u>First Loss - Multiple Parcel Transactions Endorsement</u>	<u>13.14.8.19</u>		<u>No</u>
<u>60</u>	<u>6000</u>	<u>Aggregation – Loan Policy Endorsement</u>	<u>13.14.8.20</u>		<u>No</u>
<u>60.1</u>	<u>6001</u>	<u>Aggregation - State Limits – Loan Policy Endorsement</u>	<u>13.14.8.20</u>		<u>No</u>
<u>61</u>	<u>6100</u>	<u>Foundation Endorsement</u>	<u>13.14.8.21</u>		<u>No</u>
<u>62</u>	<u>6200</u>	<u>Assignment of Rents or Leases Endorsement</u>	<u>13.14.8.22</u>		<u>No</u>
<u>64</u>	<u>6400</u>	<u>Zoning - Unimproved Land Endorsement</u>	<u>13.14.8.23</u>		<u>Yes</u>
<u>64.1</u>	<u>6401</u>	<u>Zoning - Unimproved Land - No Applicable Zoning Ordinances Endorsement</u>	<u>13.14.8.23</u>		<u>Yes</u>
<u>65</u>	<u>6500</u>	<u>Zoning - Completed Structure Endorsement</u>	<u>13.14.8.24</u>		<u>Yes</u>
<u>65.1</u>	<u>6501</u>	<u>Zoning - Land Under Development Endorsement</u>	<u>13.14.8.24</u>		<u>Yes</u>
<u>65.2</u>	<u>6502</u>	<u>Zoning - Completed Structure - No Applicable Zoning Ordinances Endorsement</u>	<u>13.14.8.24</u>		<u>Yes</u>

<u>65.3</u>	<u>6503</u>	<u>Zoning- Completed Improvement- Legal Non-Confirming Use Endorsement</u>	<u>13.14.8.24</u>		<u>Yes</u>
<u>66</u>	<u>6600</u>	<u>Contiguity - Multiple Parcels Endorsement</u>	<u>13.14.8.18</u>		<u>No</u>
<u>67</u>	<u>6700</u>	<u>Access and Entry Endorsement</u>	<u>13.14.8.25</u>		<u>No</u>
<u>68</u>	<u>6800</u>	<u>Indirect Access and Entry Endorsement</u>	<u>13.14.8.26</u>		<u>No</u>
<u>69</u>	<u>6900</u>	<u>Utility Access Endorsement</u>	<u>13.14.8.27</u>		<u>No</u>
<u>70</u>	<u>7000</u>	<u>Commercial Environmental Protection Lien Endorsement</u>	<u>13.14.8.28</u>		<u>No</u>
<u>71</u>	<u>7100</u>	<u>Reverse Mortgage Endorsement</u>	<u>13.14.8.29</u>		<u>No</u>
<u>72</u>	<u>7200</u>	<u>Single Tax Parcel Endorsement</u>	<u>13.14.8.30</u>		<u>No</u>
<u>73</u>	<u>7300</u>	<u>Multiple Tax Parcel Endorsement</u>	<u>13.14.8.31</u>		<u>No</u>
<u>74</u>	<u>7400</u>	<u>Doing Business Endorsement</u>	<u>13.14.8.32</u>		<u>No</u>
<u>75</u>	<u>7500</u>	<u>Subdivision Endorsement</u>	<u>13.14.8.33</u>		<u>No</u>
<u>76</u>	<u>7600</u>	<u>Easement-Damage or Enforced Removal Endorsement</u>	<u>13.14.8.34</u>		<u>No</u>
<u>76.1</u>	<u>7601</u>	<u>Encroachments- Boundaries and Easements Endorsement</u>	<u>13.14.8.34</u>		<u>No</u>
<u>76.2</u>	<u>7602</u>	<u>Encroachments- Boundaries and Easements- Described Improvements Endorsement</u>	<u>13.14.8.34</u>		<u>No</u>
<u>76.3</u>	<u>7603</u>	<u>Encroachments- Boundaries and Easements- Land Under Development Endorsement</u>	<u>13.14.8.34</u>		<u>No</u>
<u>77</u>	<u>7700</u>	<u>Co-Insurance - Single Policy Endorsement</u>	<u>13.14.8.13</u>		<u>No</u>
<u>78</u>	<u>7800</u>	<u>Same as Survey Endorsement</u>	<u>13.14.8.17</u>		<u>No</u>
<u>79</u>	<u>7900</u>	<u>Same as Portion of Survey Endorsement</u>	<u>13.14.8.17</u>		<u>No</u>
<u>80</u>	<u>8000</u>	<u>Mortgage Modification Endorsement</u>	<u>None</u>		<u>No</u>
<u>80.1</u>	<u>8001</u>	<u>Mortgage Modification with Subordination Endorsement</u>	<u>None</u>		<u>No</u>
<u>80.2</u>	<u>8002</u>	<u>Mortgage Modification with Additional Amount of Title Insurance Endorsement</u>	<u>None</u>		<u>No</u>
<u>81</u>	<u>8100</u>	<u>Closing Protection Letter - Single Transaction</u>	<u>None</u>		<u>No</u>
<u>81.1</u>	<u>8101</u>	<u>Closing Protection Letter - Multiple Transactions</u>	<u>None</u>		<u>No</u>
<u>83</u>	<u>8300</u>	<u>Construction Loan - Endorsement</u>	<u>13.14.9.40</u>		<u>No</u>

<u>83.1</u>	<u>8301</u>	<u>Construction Loan - Direct Payment Endorsement</u>	<u>13.14.9.40</u>		<u>No</u>
<u>83.2</u>	<u>8302</u>	<u>Construction Loan - Insured's Direct Payment Endorsement</u>	<u>13.14.9.40</u>		<u>No</u>
<u>84, 22</u>	<u>8400</u>	<u>Disbursement Endorsement</u>	<u>None</u>		<u>No</u>
<u>85</u>	<u>8500</u>	<u>Identified Risk Coverage Endorsement</u>	<u>13.14.8.11</u>		<u>No</u>
<u>86</u>	<u>8600</u>	<u>Policy Authentication Endorsement</u>	<u>None</u>		<u>No</u>
<u>88</u>	<u>8800</u>	<u>Energy Project Leasehold/ Easement - Owner's Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.1</u>	<u>8801</u>	<u>Energy Project Leasehold/ Easement - Loan Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.2</u>	<u>8802</u>	<u>Energy Project Leasehold - Owner's Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.3</u>	<u>8803</u>	<u>Energy Project - Leasehold - Loan Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.4</u>	<u>8804</u>	<u>Energy Project Covenants, Conditions & Restrictions - Land Under Development - Owner's Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.5</u>	<u>8805</u>	<u>Energy Project Covenants, Conditions & Restrictions - Land Under Development - Loan Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.6</u>	<u>8806</u>	<u>Energy Project - Encroachments Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.7</u>	<u>8807</u>	<u>Energy Project - Fee Estate - Owner's Policy Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>88.8</u>	<u>8808</u>	<u>Energy Project - Fee Estate - Loan Policy Endorsement</u>	<u>13.14.8.36</u>		<u>Yes</u>
<u>89</u>	<u>8900</u>	<u>Mezzanine Financing Endorsement</u>	<u>13.14.8.37</u>		<u>No</u>
<u>90</u>	<u>9000</u>	<u>Residential Limited Coverage Modification of Mortgage Policy</u>	<u>13.14.7.21</u>		<u>Yes</u>
<u>91</u>	<u>9100</u>	<u>Contract Purchaser Conversion Endorsement</u>	<u>None</u>		<u>Yes</u>
<u>92</u>	<u>9200</u>	<u>Severable Improvements Endorsement</u>	<u>13.14.8.39</u>		<u>Yes</u>
<u>93</u>	<u>9300</u>	<u>Commercial Lender Endorsement</u>	<u>13.14.8.40</u>		<u>Yes</u>
<u>94</u>	<u>9400</u>	<u>Tax Credit - Owner's Policy Endorsement</u>	<u>13.14.8.41</u>		<u>Yes</u>
<u>94.1</u>	<u>9401</u>	<u>Tax Credit - Defined Amount- Owner's Policy Endorsement</u>	<u>13.14.8.41</u>		<u>Yes</u>
<u>95</u>	<u>9500</u>	<u>Pari Passu - Loan Policy Endorsement</u>	<u>13.14.8.41</u>		<u>Yes</u>

[13.14.16.18 NMAC – N, 09/22/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.14.17 NMAC Section 12, effective September 22, 2025.

13.14.17.12 FORM 3 - TRANSACTION REPORT:

NEW MEXICO TITLE INSURER STATISTICAL REPORT FORM 3 - TRANSACTION REPORT For the Calendar Year Ending December 31, 20__ NEW MEXICO EXPERIENCE ONLY						
Insurer						
						For an Insurer That Charges or Rates Below the Promulgated Rates
NM Form No.	Trans- action Code	Transaction Type	No. of Trans- actions	Direct Premiums Written	Dependent on Basic Premium Rate?	Direct Premiums As If They Had Been Written at Promulgated Rates
<u>1, 2</u>	<u>0001</u>	<u>Charge for Additional Chain of Title</u>	-	-	<u>No</u>	
<u>1, 2</u>	<u>0002</u>	<u>Charge for Unusual Complexity</u>	-	-	<u>Yes</u>	
<u>1</u>	<u>0003</u>	<u>Abstract Retirement Credit</u>	-	-	<u>Yes</u>	
<u>[none]</u> <u>2</u>	0004	Loan Policy - Mechanic's Lien Coverage With Evidence of Priority			No	
<u>[none]</u> <u>2</u>	0005	Loan Policy - Mechanic's Lien Coverage Without Evidence of Priority			Yes	
<u>[none]</u> <u>1</u>	0006	Owner's Policy - Mechanic's Lien Coverage - Filing Period Expired			No	
<u>[none]</u> <u>1</u>	0007	Owner's Policy - Mechanic's Lien Coverage - Filing Period Not Expired			Yes	
<u>[none]</u> <u>1</u>	0008	Survey Coverage – Owner's Policy			Yes	
<u>[none]</u> <u>2</u>	0009	Survey Coverage - Loan Policy			No	
<u>[none]</u> <u>1</u>	0010	Pro Forma Policy – Owner			No	
<u>[none]</u> <u>2</u>	0011	Pro Forma Policy – Loan			No	
<u>[none]</u> <u>1</u>	0012	Duplicate Original Policy			No	
<u>none</u>	<u>0013</u>	<u>Cancellation Fee</u>	-	-	<u>No</u>	
<u>1</u>	0101	Owner's Policy			Yes	
<u>1</u>	0102	Owner's Policy - With Bulk Rate			Yes	
<u>1</u>	0103	Simultaneous Issue - Multiple Owners on Same Land			Yes	

1, 2	0104	Replacement Owner's Policy			Yes	
[±] 41	0105	Owner's Policy After Foreclosure -Completed Foreclosure			Yes	
[±] 41	0106	Owner's Policy After Foreclosure -Terminated Foreclosure			Yes	
1	0110	Owner's Policy - Reissue [(10% Discount)] (3 years or more since previous owner's policy was issued)			Yes	
1	0115	Owner's Policy - Reissue [(15% Discount)] (2 years or more but less than 3 years since previous owner's policy was issued)			Yes	
1	0120	Owner's Policy – Reissue [(20% Discount)] (More than one year but less than 2 years since previous owner's policy was issued)			Yes	
1	0125	Owner's Policy – Reissue [(25% Discount)] (1 year or less since previous owner's policy was issued)			Yes	
2	0201	Loan Policy - Single Issue			Yes	
2	0202	Loan Policy - Simultaneous Issue with Owner's Policy			No	
2	0203	Loan Policy - Second Mortgage or Subsequent Issue			Yes	
2	0204	Replacement Loan Policy			Yes	
2	0205	Loan Policy with Two-Year Claims Made Limitation			No	
2	0206	Loan Policy with Two-Year Claims Made Limitation Extension			No	
2	0240	Loan Policy – Substitution [and Statutory] Rate (within 3 years – 40%)			Yes	
2	0250	Loan Policy - Substitution [and Statutory] Rate (more than 3 years, less than 5 years - 50%)			Yes	
2	0260	Loan Policy – Substitution [and Statutory] Rate (more than 5 years, less than 10 years - 60%)			Yes	
2	0280	Loan Policy – Substitution [and Statutory] Rate (more than 10 years, less than 20 years - 80%)			Yes	
6	0600	Commitment for Title Insurance			No	
9	0900	Notice of Availability of Owner's Title Insurance			No	

11	1104	Correction/Multipurpose Endorsement			No	
11	1105	Renewal, Extension [&] and Partial Release Endorsement			No	
11	1106	Extension of Commitment for <u>Title Insurance</u>			No	
<u>1</u> , 11	1108	Increase in Coverage			Yes	
12	1200	Condominium Endorsement – [AH] Assessments <u>Priority</u>			No	
13	1300	Planned Unit Development Endorsement – All Assessments			No	
13.1	1301	Planned Unit Development Endorsement – Unpaid Assessments			No	
14	1400	Variable Rate Mortgage Endorsement			No	
15	1500	Variable Rate Mortgage Endorsement - Negative Amortization			No	
16	1600	Manufactured Housing Unit Endorsement			No	
16.1	1601	Manufactured Housing Unit (Conversion Loan) Endorsement			No	
16.2	1602	Manufactured Housing Unit (Conversion Owner's) Endorsement			No	
17	1700	Revolving Credit Endorsement			No	
20	2000	Leasehold – Owner's Endorsement			No	
21	2100	Leasehold Loan Endorsement			No	
22, <u>84</u>	2200	Pending Disbursement Down Date Endorsement			No	
23	2300	Pending Improvements Endorsement			No	
24	2400	Assignment Endorsement			No	
24.1	2401	Assignment and Down Date Endorsement			No	
25	2500	Additional Advance Endorsement			No	
26	2600	Partial Coverage Endorsement			No	
28	2800	Non-Imputation - Full Equity Transfer Endorsement			Yes	
28.1	2801	Non-Imputation – Additional Interest Endorsement			Yes	
28.2	2802	Non-Imputation – Partial Equity Transfer Endorsement			Yes	
29	2900	Environmental Protection Lien Endorsement			No	

30	3000	Condominium Endorsement Unpaid Assessments			No	
31	3100	Owner's Leasehold Conversion Endorsement			Yes	
33	3300	Change of Name Endorsement			No	
34	3400	U.S. Policy			Yes	
41	4100	Limited Pre-Foreclosure Title Insurance Policy			Yes	
42	4200	Limited Pre-Foreclosure Title Insurance Policy Down Date Endorsement			No	
43	4300	Insuring Around Endorsement			No	
44	4400	Revolving Credit -Increased Credit Limit Endorsement			No	
45	4500	Residential Limited Coverage Junior Loan Policy			No	
46	4600	Down Date Endorsement to Residential Limited Coverage Junior Loan Policy JR1			No	
47	4700	Endorsement to Residential Limited Coverage Junior Loan Policy JR2			No	
49	4900	<u>Notice of Availability of Future Increase in Coverage and Potential Premium Discounts for Future Policies</u>	-	-	<u>No</u>	
50	5000	Restrictions, Encroachments and Minerals Endorsement - Loan Policy			Yes	
50.1	5001	Restrictions Encroachments, Minerals – Loan Policy Endorsement			Yes	
51	5100	Land Abuts Street Endorsement			No	
52	5200	Location Endorsement			No	
54	5400	Contiguity Single Parcel Endorsement			No	
55	5500	Named Insured Endorsement			No	
56	5600	Restrictions, Encroachments, Minerals– Owner's Policy (Unimproved Land) Endorsement			Yes	
56.1	5601	Restrictions, Encroachments, Minerals [Owner's Policy – (Unimproved Land) Endorsement] <u>Endorsement</u> <u>(Owner's Policy -- Unimproved Land)</u>			Yes	

57	5700	Restrictions, Encroachments, Minerals – Owner’s Policy (Improved Land) Endorsement			Yes	
57.1	5701	Restrictions, Encroachments, [and] Minerals [(Owner’s Policy -Improved Land) Endorsement] (Owner's Policy -- Improved Land) Endorsement			Yes	
58	5800	First Loss - Multiple Parcel Transactions Endorsement			No	
60	6000	[Aggregation Endorsement] Aggregation – Loan Policy – Endorsement			No	
60.1	6001	[Aggregation Endorsement] Aggregation – State Limits – Loan Policy Endorsement			No	
61	6100	Foundation Endorsement			No	
62	6200	Assignment of Rents or Leases Endorsement			No	
64	6400	Zoning - Unimproved Land Endorsement			Yes	
64.1	6401	Zoning – Unimproved Land - No Applicable Zoning Ordinances Endorsement			Yes	
65	6500	Zoning - Completed Structure Endorsement			Yes	
65.1	6501	Zoning – Land Under Development Endorsement			Yes	
65.2	6502	Zoning- Completed Structure - No Applicable Zoning Ordinances Endorsement			Yes	
65.3	6503	<u>Zoning - Completed Improvement - Legal Non-Confirming Use Endorsement</u>			<u>Yes</u>	
66	6600	Contiguity - Multiple Parcels Endorsement			No	
67	6700	Access and Entry Endorsement			No	
68	6800	Indirect Access and Entry Endorsement			No	
69	6900	Utility Access Endorsement			No	
70	7000	Commercial Environmental Protection Lien Endorsement			No	
71	7100	Reverse Mortgage Endorsement			No	
72	7200	Single Tax Parcel Endorsement			No	
73	7300	Multiple Tax Parcel Endorsement			No	
74	7400	Doing Business Endorsement			No	
75	7500	Subdivision Endorsement			No	
76	7600	Easement - Damage or Enforced Removal Endorsement			No	

<u>76.1</u>	<u>7601</u>	<u>Encroachments - Boundaries and Easements Endorsement</u>			<u>No</u>	
<u>76.2</u>	<u>7602</u>	<u>Encroachments - Boundaries and Easements - Described Improvements Endorsement</u>			<u>No</u>	
<u>76.3</u>	<u>7603</u>	<u>Encroachments - Boundaries and Easements - Land Under Development Endorsement</u>			<u>No</u>	
77	7700	Co-Insurance - Single Policy Endorsement			No	
78	7800	Same as Survey Endorsement			No	
79	7900	Same as Portion of Survey Endorsement			No	
80	8000	Mortgage Modification Endorsement			No	
80.1	8001	Mortgage Modification With Subordination Endorsement			No	
80.2	8002	Mortgage Modification With Additional Amount of Title Insurance Endorsement			Yes	
<u>81</u>	<u>8100</u>	<u>Closing Protection Letter - Single Transaction</u>	-	-	<u>No</u>	
<u>81.1</u>	<u>8101</u>	<u>Closing Protection Letter - Multiple Transactions</u>	-	-	<u>No</u>	
83	8300	Construction Loan – Endorsement			No	
83.1	8301	Construction Loan – Direct Payment Endorsement			No	
83.2	8302	Construction Loan – Insured’s Direct Payment Endorsement			No	
<u>84, 22</u>	<u>8400</u>	<u>Disbursement Endorsement</u>			No	
85	8500	Identified Risk Coverage Endorsement			No	
<u>86</u>	<u>8600</u>	<u>Policy Authentication Endorsement</u>	-	-	<u>No</u>	
88	8800	Energy Project Leasehold/ Easement - Owner’s Endorsement			Yes	
88.1	8801	Energy Project Leasehold/ Easement - Loan Endorsement			Yes	
88.2	8802	Energy Project - Leasehold - Owner’s Endorsement			Yes	
88.3	8803	Energy Project - Leasehold - Loan Endorsement			Yes	
88.4	8804	Energy Project Covenants, Conditions & Restrictions - Land under Development - Owner’s Endorsement			Yes	

88.5	8805	Energy Project Covenants, Conditions & Restrictions - Land Under Development - Loan Endorsement			Yes	
88.6	8806	Energy Project - Encroachments Endorsement			Yes	
88.7	8807	Energy Project - Fee Estate - Owner's Policy Endorsement			Yes	
88.8	8808	Energy Project - Fee Estate - Loan Policy Endorsement			Yes	
89	8900	Mezzanine Financing Endorsement			No	
90	9000	Residential Limited Coverage Modification of Mortgage Policy			Yes	
91	9100	Contract Purchaser Conversion Endorsement			Yes	
<u>92</u>	<u>9200</u>	<u>Severable Improvements Endorsement</u>	-	-	<u>Yes</u>	
<u>93</u>	<u>9300</u>	<u>Commercial Lender Endorsement</u>	-	-	<u>Yes</u>	
<u>94</u>	<u>9400</u>	<u>Tax Credit - Owner's Policy Endorsement</u>	-	-	<u>Yes</u>	
<u>94.1</u>	<u>9401</u>	<u>Tax Credit - Defined Amount-Owner's Policy Endorsement</u>	-	-	<u>Yes</u>	
<u>95</u>	<u>9500</u>	<u>Pari Passu - Loan Policy Endorsement</u>	-	-	<u>Yes</u>	

TOTAL:				
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Crosscheck with Form 1:	
Difference:	

Explanation for Difference (if any):

[13.14.17.12 NMAC – Rp, 13.14.17.12 NMAC, 1/1/2021; A/E, 1/24/2024; N, 7/16/2024; A, 09/22/2025]

SUPERINTENDENT OF INSURANCE, OFFICE OF

This is an amendment to 13.21.3 NMAC, Section 13 effective 07/15/2025.

13.21.3.13 RULEMAKING RECORD AND ADOPTION OF RULE:

A. The superintendent shall maintain a record of the rulemaking proceeding as required in Section 14-4-5.4 NMSA 1978, and any written comment, document, or other exhibit entered into the rulemaking record during the rule hearing shall be labeled clearly. Pre-filed written comments are part of the rulemaking record without the need for formal admission. Pre-filed comments include, but are not limited to: the petition; public notices of the rulemaking, including any lists of individuals to whom notice was mailed or sent electronically; the proposed rule in underline and strikethrough format; and any written comment submitted during the comment period prior to the rule hearing. Written

comments or other documents introduced during the hearing should be admitted into the rulemaking record after being marked as an exhibit.

B. If the rule hearing is conducted by a designated hearing officer, the complete rulemaking record, including any memoranda summarizing the contents of the hearing, if written, shall be compiled and forwarded to the superintendent with sufficient time to review. The superintendent shall review the rulemaking record before rendering a final decision on the proposed rule.

C. The superintendent may adopt, amend, or reject the proposed rule. Any amendments to the proposed rule must fall within the scope of the current rulemaking proceeding. Amendments to a proposed rule are within the scope of the rulemaking if the amendments:

(1) are a logical outgrowth of the rule proposed in the notice; or

(2) are proposed, or are reasonably suggested, by comments made during the comment period [~~and the 10 day response period after the close of the comment period has been provided.~~]; and

(a) any person affected by the adoption of the rule, if amended, should have reasonably expected that any change from the published proposed rule would affect that person's interest; or

(b) the subject matter of the amended rule or the issues determined by that rule are the same as those in the published proposed rule.

D. The date of adoption of the proposed rule shall be the date the final order is signed by the superintendent, unless otherwise specified in the final order.

E. In accordance with Section 14-4-5, NMSA 1978, the final order shall include but not be limited to, the following:

(1) citation to specific statutory or other authority authorizing the rule;

(2) effective date of the rule;

(3) date of adoption of the rule, if different than the date of the final order;

(4) reasons for adopting the rule, including any findings otherwise required by law of the superintendent, and a summary of any independent analysis done by the superintendent;

(5) reasons for any change between the published proposed rule and the final rule;

(6) any findings required by a provision of law for adoption of the rule; and

(7) reasons for not accepting substantive arguments made through public comment.
[13.21.3.13 NMAC – N/E, 3/01/2019; Rp, 13.21.3.13 NMAC, 4/30/2019; A, 9/10/2024; A, 07/15/2025]

End of Adopted Rules

SUPERINTENDENT OF INSURANCE, OFFICE OF

Adopted Title Forms
Effective
September 22, 2025

NEXT PAGE

Commitment for Title Insurance
NM FORM 6

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
BLANK TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRA CONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, [Blank Title Insurance Company], a [Blank] (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within _____ (*Insert the time period*) after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance [issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

**Commitment for Title Insurance
NM FORM 6**

COMMITMENT CONDITIONS**1. DEFINITIONS**

a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. “Public Records”: The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge..

i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Commitment for Title Insurance
NM FORM 6

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements;[and]
- f. Schedule B, Part II—Exceptions[; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:

- i. comply with the Schedule B, Part I—Requirements;
- ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

- e. The Company is not liable for the content of the Transaction Identification Data, if any.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

**Commitment for Title Insurance
NM FORM 6**

f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT;
CHOICE OF LAW AND CHOICE OF FORUM**

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.

c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing[and authenticated by a person authorized by the Company].

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Commitment for Title Insurance
NM FORM 6

[Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent:
 Issuing Office:
 Issuing Office's ALTA® Registry ID:
 Loan ID Number:
 Commitment Number:
 Issuing Office File Number:
 Property Address:]
 [Revision Number:]

SCHEDULE A

1. Commitment Date:

2. Policy to be issued:
 - a. [NM FORM 1 Owner's Policy][NM FORM 2 Loan Policy][_____ NM
_____ Policy]
 Proposed Insured: _____
 Proposed Amount of Insurance: \$ _____
 The estate or interest to be insured: _____
 - b. [NM FORM 1 Owner's Policy][NM FORM 2 Loan Policy][_____ NM
_____ Policy]
 Proposed Insured: _____
 Proposed Amount of Insurance: \$ _____
 The estate or interest to be insured: _____]
 - c. [NM FORM 1 Owner's Policy][NM FORM 2 Loan Policy][_____ NM
_____ Policy]
 Proposed Insured: _____
 Proposed Amount of Insurance: \$ _____
 The estate or interest to be insured: _____]

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

4. The Title is, at the Commitment Date, vested in[:] *(Identify vesting for each estate or interest identified in Item 3 above)* and, as disclosed in the Public Records, has been since *(Date)*

5. The Land is described as follows:

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by _____. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Commitment for Title Insurance
NM FORM 6

BLANK TITLE INSURANCE COMPANY

By:

[Authorized Signatory]

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by _____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions[; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Modeled on, but not necessarily identical to, ALTA Commitment for Title Policy Form, 2021 v. 01.00
(adopted 07-01-2021 revised 07-01-2025)

Commitment for Title Insurance
NM FORM 6

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

(Documents to be listed here)

(Additional Requirements may be listed here by number)

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

(Additional Exceptions may be listed here by number)

This page is only a part of a 2021 ALTA Commitment for Title Insurance[issued by ____]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements;[and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Zoning — No Zoning Classification
NM FORM 65.2

NM FORM 65.2: ZONING — NO ZONING CLASSIFICATION ENDORSEMENT

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement:
 - a. “Improvement”: A building or structure located on the Land at the Date of Policy.
 - b. “Zoning Ordinance”: A zoning ordinance or zoning regulation of a county or municipality of the State that is in effect and applicable to the Land at the Date of Policy.
2. The Company insures against loss or damage sustained by the Insured resulting from:
 - a. The following use not being allowed by the county or municipality of the State because the use violates the Zoning Ordinance:

[Drafting Instruction: Describe the existing use]
 - b. A final decree of a State or federal court having jurisdiction either prohibiting the use or requiring the removal or alteration of the Improvement because, at the Date of Policy, the use violates the Zoning Ordinance with respect to any of the following matters:
 - i. The area, width, or depth of the Land as a building site for the Improvement;
 - ii. The floor space area of the Improvement;
 - iii. A setback of the Improvement from the property lines of the Land;
 - iv. The height of the Improvement; or
 - v. The number of parking spaces.
3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys’ fees, or expenses resulting from:
 - a. Any other regulation or restriction of use or activity on the Land:
 - i. Imposed by a covenant, condition, restriction, or limitation on the Title; or
 - ii. Imposed by a state or federal law, statute, code, enactment, ordinance, permit, regulation, rule, order, or court decision;

Zoning — No Zoning Classification
NM FORM 65.2

- b. Any refusal to purchase, lease, or lend money on the Title; or
- c. Any zoning ordinance or zoning regulation adopted after the Date of Policy.

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and any prior endorsement.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

**Zoning — Completed improvement — Legal Non-Conforming Use
NM FORM 65.3**

NM FORM 65.3: ZONING — COMPLETED IMPROVEMENT — LEGAL NON-CONFORMING USE ENDORSEMENT

This endorsement is issued as part of

Policy Number _____

issued by

BLANK TITLE INSURANCE COMPANY

1. For purposes of this endorsement only, the following terms mean, all as of the Date of Policy:

- a. “Improvement”: An existing building located on the Land.
- b. “Non-Conforming Use”: The use of the Land, which use is described in Section 2.b. and is not allowed in the Zoning Ordinance.
- c. “Non-Conforming Improvement”: An Improvement that violates the Zoning Ordinance with respect to any of the matters set forth in Section 2.c.
- d. “Zoning Ordinance”: A zoning ordinance or zoning regulation of a political subdivision of the State that is in effect and applicable to the Land.

2. The Company insures against loss or damage sustained by the Insured resulting from:

- a. The Land not being classified Zone ____ according to the Zoning Ordinance at the Date of Policy.
- b. The following Non-Conforming Use not being allowed by the governing political subdivision of the State because the Non-Conforming Use violates the Zoning Ordinance at the Date of Policy: _____.

[Drafting Instruction: Describe the existing Non-Conforming Use, or if there is not a Non-Conforming Use, insert “NOT APPLICABLE”.]

c. A final decree of a State or federal court having jurisdiction either prohibiting the Non-Conforming Use or requiring the removal or alteration of the Non-Conforming Improvement because, at the Date of Policy, the Non-Conforming Improvement violates the Zoning Ordinance with respect to the following selected matters:

- ☐ The area, width, or depth of the Land as a building site for the Improvement;
- ☐ The floor space area of the Improvement;
- ☐ A setback of the Improvement from the property lines of the Land;
- ☐ The height of the Improvement; or
- ☐ The number of parking spaces.

[Drafting Instruction: Select the applicable checkboxes.]

**Zoning — Completed improvement — Legal Non-Conforming Use
NM FORM 65.3**

3. Section 2 does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from:
- a. The lack of compliance with any condition, restriction, or requirement contained in the Zoning Ordinance regarding the continuation or maintenance of the Non-Conforming Use or an Improvement;
 - b. The failure to secure necessary consents or authorizations as a condition for continuing or maintaining the Non-Conforming Use or an Improvement;
 - c. The invalidity of the Zoning Ordinance, the effect of which is to prohibit the Non-Conforming Use or an Improvement;
 - d. Any change, cessation, abandonment, or replacement of the Non-Conforming Use or an Improvement;
 - e. A prohibition to restore or rebuild an Improvement;
 - f. The violation of or the lack of compliance with any law, order, or regulation regarding the continuation or maintenance of the Non-Conforming Use or an Improvement;
 - g. Any law, order, or regulation requiring the amortization, expiration, or elimination by passage of time of the Non-Conforming Use or an Improvement; or
 - h. Any refusal to purchase, lease, or lend money on the Title.

This endorsement is issued as part of the policy. Except as this endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, (iv) insure against loss or damage exceeding the Amount of Insurance, or (v) increase the Amount of Insurance. To the extent a provision of the policy or any prior endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and any prior endorsement.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

Encroachments — Boundaries and Easements
NM FORM 76.1

**NM FORM 76.1: ENCROACHMENTS — BOUNDARIES AND EASEMENTS
ENDORSEMENT**

This endorsement is issued as part of
Policy Number _____
issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means an existing building, located on either the Land or adjoining land at the Date of Policy and that by law constitutes real property.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at the Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the following Exceptions, if any, listed in Schedule B: _____

(The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert "None" if it does not intend to limit the coverage.)

Encroachments — Boundaries and Easements
NM FORM 76.1

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[Date]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

Encroachments — Boundaries and Easements — Described Improvements
NM FORM 76.2

**NM FORM 76.2: ENCROACHMENTS — BOUNDARIES AND EASEMENTS —
DESCRIBED IMPROVEMENTS ENDORSEMENT**

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only, "Improvement" means each improvement on the Land or adjoining land at Date of Policy, itemized below:
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;
 - b. An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;
 - c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or
 - d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.
4. Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

Encroachments — Boundaries and Easements — Described Improvements
NM FORM 76.2

[The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c.or Section 3.d. The Company may insert "None" if it does not intend to limit the coverage.]

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

**Encroachments — Boundaries and Easements — Land Under Development
NM FORM 76.3**

**NM FORM 76.3: ENCROACHMENTS—BOUNDARIES AND EASEMENTS—LAND
UNDER DEVELOPMENT ENDORSEMENT**

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exceptions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only:

(a) “Improvement” means a building, structure, or paved area, including any road, walkway, parking area, driveway, or curb located on the surface of the Land or the surface of adjoining land at Date of Policy that by law constitutes real property.

(b) “Future Improvement” means any of the following to be constructed on the Land after Date of Policy in the locations according to the Plans and that by law constitutes real property:

(i) a building;
(ii) a structure; or
(iii) a paved area, including any road, walkway, parking area, driveway,
or curb.

(c) “Plans” mean the survey, site and elevation plans, or other depictions or drawings prepared by (insert name of architect or engineer) dated (insert date prepared), last revised (insert date last revised), designated as (insert name of project or project number) consisting of (insert number of sheets) sheets.

3. The Company insures against loss or damage sustained by the Insured by reason of:

(a) An encroachment of any Improvement or Future Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an Exception in Schedule B of the policy identifies the encroachment;

Encroachments — Boundaries and Easements — Land Under Development
NM FORM 76.3

(b) An encroachment of any Improvement located on adjoining land onto the Land at Date of Policy, unless an Exception in Schedule B of the policy identifies the encroachment;

(c) Enforced removal of any Improvement or Future Improvement located on the Land as a result of an encroachment by the Improvement or Future Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement or Future Improvement; or

(d) Enforced removal of any Improvement or Future Improvement located on the Land that encroaches onto adjoining land.

4. Sections 3(c) and 3(d) of this endorsement do not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from the following Exceptions, if any, listed in Schedule B: _____

(The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3(c) or Section 3(d). The Company may insert "None" if it does not intend to limit the coverage.)

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

**Severable Improvements
NM FORM 92**

NM FORM 92: SEVERABLE IMPROVEMENTS ENDORSEMENT

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. As used in this endorsement, "Severable Improvement" means property affixed to the Land on or after Date of Policy that by law does not constitute real property because:
 - a. of its character and manner of attachment to the Land; and
 - b. it can be severed from the Land without causing material damage to it or to the Land.
2. In the event of a loss by reason of a defect, lien, encumbrance, or other matter covered by this Policy ("Defect"), the calculation of the loss shall include (but not to the extent that these items of loss are included in the valuation of the Title determined pursuant to Section 8 of the Conditions or any other endorsement to the Policy):
 - a. the diminution in value of the Insured's interest in any Severable Improvement resulting from the Defect, reduced by the salvage value of the Severable Improvement; and
 - b. the reasonable cost actually incurred by the Insured in connection with the removal or relocation of the Severable Improvement resulting from the Defect and the cost of transportation of that Severable Improvement for the initial one hundred miles incurred in connection with the relocation.
3. This endorsement relates solely to the calculation of the Insured's loss resulting from a claim based on a defect, lien, encumbrance or other matter otherwise insured against by the Policy. This Policy does not insure against loss or damage (and the Company will not pay any costs, attorneys' fees or expenses) relating to:
 - a. the attachment, perfection or priority of any security interest in the Severable Improvement;
 - b. the vesting or ownership of title to or rights in any Severable Improvement;
 - c. any defect in or lien or encumbrance on the title to any Severable Improvement; or
 - d. the determination of whether any specific property is real or personal in nature.

**Severable Improvements
NM FORM 92**

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

Commercial Lender
NM FORM 93

NM FORM 93: COMMERCIAL LENDER ENDORSEMENT

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is
 - a. subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy, and
 - b. only effective if the Land is not improved with a one-to-four family residential dwelling.
2. For the purposes of this endorsement only:
 - a. "Lender Group" means a group of lenders owning portions of the Indebtedness. The composition of the Lender Group may change by the addition or withdrawal of Participants during the term of the Insured Mortgage.
 - b. "Participant" means a member of the Lender Group, but does not include a non-insured obligor as described in Section 12(c) of the Conditions. A Participant is an Insured under the policy to the extent of its ownership of a portion of the Indebtedness, whether it acquires its portion of the Indebtedness on or after Date of Policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - a. The invalidity or unenforceability of the lien of the Insured Mortgage caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.
 - b. Loss of priority of the lien of the Insured Mortgage, which loss of priority is caused by transfers after the Date of Policy of portions of the Indebtedness by the Participants.
4. The Company reserves all rights and defenses as to any Participant that the Company would have had against any other Insured under the policy, unless the Participant acquired its portion of the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

**Commercial Lender
NM FORM 93**

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

**Tax Credit — Owner's Policy
NM FORM 94**

NM FORM 94: TAX CREDIT — OWNER'S POLICY ENDORSEMENT

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
 1. "Tax Credit Investor" means _____.
 2. "Tax Credit" means a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.
3. The Company insures against loss or damage, not exceeding the Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance, or other matter insured against by the policy, subject to the limitations in Section 8(a) of the Conditions. The Company has no liability to the Tax Credit Investor under this endorsement until:
 - a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
 - b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
 - a. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
 - b. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
 - c. the existence, ownership, or amount of a Tax Credit.
5. The calculation of loss or damage under this endorsement shall be subject to Section 11 of the Conditions. In addition, the Company shall not be liable for duplicate recoveries of loss or damage to the Insured and Tax Credit Investor.
6. The Insured:
 - a. assigns to the Tax Credit Investor the right to receive any payment or portion of a payment for loss or damage otherwise payable to the Insured under Section 12

**Tax Credit — Owner's Policy
NM FORM 94**

of the Conditions, but only to the extent of the reduction in the amount of a Tax Credit; and

b. acknowledges that any payment made by the Company to the Tax Credit Investor under this endorsement shall reduce the Amount of Insurance as provided in Section 10 of the Conditions.

This endorsement is issued as part of the policy. Except to the extent expressly stated, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

Agreed and Consented to:

Insured

[Tax Credit Investor]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

Tax Credit — Defined Amount — Owner's Policy
NM FORM 94.1

**NM FORM 94.1: TAX CREDIT — DEFINED AMOUNT — OWNER'S POLICY
ENDORSEMENT**

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. This endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For purposes of this endorsement only:
 1. "Tax Credit Investor" means _____.
 2. "Tax Credit" means a tax credit in effect at Date of Policy pertaining to the Land that is available to the Tax Credit Investor under an applicable section of the Internal Revenue Code or other applicable law.
 3. "Additional Amount of Insurance" means \$ _____. It is in addition to the Amount of Insurance stated in Schedule A and is applicable only to loss or damage payable to the Tax Credit Investor under this endorsement.
3. The Company insures against loss or damage, not exceeding the Additional Amount of Insurance, sustained by the Tax Credit Investor by a reduction in a Tax Credit that is caused solely by a defect, lien, encumbrance or other matter insured against by this policy. The Company has no liability to the Tax Credit Investor under this endorsement until:
 - a. its liability and the extent of a loss insured against by the policy have been definitely fixed in accordance with the Conditions; and
 - b. the Tax Credit Investor establishes the reduction in the amount of a Tax Credit.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) incurred in defending or establishing:
 1. the eligibility of the Tax Credit Investor or the Land for a Tax Credit;
 2. that the Tax Credit Investor or the Land is entitled to a Tax Credit; or
 3. the existence, ownership, or amount of a Tax Credit.

Tax Credit — Defined Amount — Owner's Policy
NM FORM 94.1

This endorsement is issued as part of the policy. Except to the extent expressly stated, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

Pari Passu — Loan Policy
NM FORM 95

NM FORM 95: PARI PASSU — LOAN POLICY ENDORSEMENT

Attached to Policy No. _____
Issued by
BLANK TITLE INSURANCE COMPANY

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement, the Exclusions from Coverage in the policy, the Exceptions from Coverage contained in Schedule B, and the Conditions.
2. For the purpose of this endorsement only:
 - (a) "Intercreditor Agreement" means each agreement described in Exceptions _____ of Schedule B of the policy among the *Pari Passu* Lenders;
 - (b) "*Pari Passu* Lender" means each respective lender secured by a *Pari Passu* Mortgage that has a policy issued by the Company insuring its Insured Mortgage or *Pari Passu* Mortgage; and
 - (c) "*Pari Passu* Mortgage" means the Insured Mortgage and each mortgage described in Exceptions _____ of Schedule B of the policy.
3. The Company insures against loss or damage sustained by the Insured by reason of:
 - (a) the invalidity or unenforceability of the lien of the Insured Mortgage resulting solely from the provisions of a *Pari Passu* Mortgage or Intercreditor Agreement establishing lien priority; or
 - (b) the lack of equal lien priority of the Insured Mortgage to the other *Pari Passu* Mortgages.
4. The Company does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - (a) the failure of the Insured or any *Pari Passu* Lender to comply with the terms of the *Pari Passu* Mortgage or Intercreditor Agreement;
 - (b) the failure of the Insured and each other *Pari Passu* Lender to simultaneously foreclose the Insured Mortgage with each other *Pari Passu* Mortgage; or
 - (c) any provision in the Intercreditor Agreement that creates a preference among the *Pari Passu* Lenders for the sharing of the Indebtedness.

**Pari Passu — Loan Policy
NM FORM 95**

5. If the Insured, any other *Pari Passu* Lender, or others have conflicting claims to all or part of the loss payable under the policy, the Company may interplead the amount of the loss into court. The Insured and any other *Pari Passu* Lender shall be jointly and severally liable for the Company's reasonable cost for the interpleader and subsequent proceedings, including attorneys' fees. The Company shall be entitled to payment of the sums for which the Insured and any other *Pari Passu* Lender are liable under the preceding sentence from the funds deposited into court, and it may apply to the court for their payment.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

[Witness clause]

[DATE]

BLANK TITLE INSURANCE COMPANY

By: _____
[Authorized Signatory]

End of Adopted Rules

Other Material Related to Administrative Law

**GAME AND FISH
DEPARTMENT**

**NOTICE OF MINOR,
NONSUBSTANTIVE
CORRECTION**

The Game and Fish Department gives Notice of a Minor, Nonsubstantive Correction to 19.31.6 NMAC.

Pursuant to the authority granted under State Rules Act, Subsection D of Section 14-4-3 NMSA 1978, please note that the following minor, non-substantive corrections to spelling, grammar and format have been made to all electronic copies of the above rule, as follows:

Section 5: The effective date is changed from “September 1, 2024” to “September 1, 2025”.

A copy of this Notification will be filed with the official version of the above amendment.

**End of Other Material
Related to Administrative
Law**

2025 New Mexico Register

Submittal Deadlines and Publication Dates

Volume XXXVI, Issues 1-24

Issue	Submittal Deadline	Publication Date
Issue 1	January 3	January 14
Issue 2	January 16	January 28
Issue 3	January 30	February 11
Issue 4	February 13	February 25
Issue 5	February 27	March 11
Issue 6	March 13	March 25
Issue 7	March 27	April 8
Issue 8	April 10	April 22
Issue 9	April 24	May 6
Issue 10	May 8	May 20
Issue 11	May 22	June 10
Issue 12	June 12	June 24
Issue 13	June 26	July 15
Issue 14	July 17	July 29
Issue 15	July 31	August 12
Issue 16	August 14	August 26
Issue 17	August 28	September 9
Issue 18	September 11	September 23
Issue 19	September 25	October 7
Issue 20	October 9	October 21
Issue 21	October 23	November 4
Issue 22	November 6	November 18
Issue 23	November 20	December 9
Issue 24	December 11	December 23

The *New Mexico Register* is the official publication for all material relating to administrative law, such as notices of rulemaking, proposed rules, adopted rules, emergency rules, and other similar material. The Commission of Public Records, Administrative Law Division, publishes the *New Mexico Register* twice a month pursuant to Section 14-4-7.1 NMSA 1978. The New Mexico Register is available free online at: <http://www.srca.nm.gov/new-mexico-register/>. For further information, call 505-476-7941