

**MANCHESTER WATER WORKS
281 LINCOLN STREET
MANCHESTER, NEW HAMPSHIRE 03103**

R U L E S & R E G U L A T I O N S

Revised June 18, 2015

Effective October 1, 2015

CONTENTS AND INDEX

<u>CONTENTS:</u>		<u>PAGE</u>
Definitions		2
Territory		2
Terms and Conditions		3
 <u>INDEX:</u>		
Article 1	Application for Service	3
Article 2	Service Pipe	4
Article 3	Plumbing and Hot Water Tanks	6
Article 4	Backflow Prevention	6
Article 5	Meters	7
Article 6	Prohibited Use	9
Article 7	Utility Rights and Liabilities	10
Article 8	Discontinuation of Service	11
Article 9	Billing and Deposits	12
Article 10	Lawn Sprinkler Service	15
Article 11	Air Conditioning	16
Article 12	Hydrants	16
Article 13	Private Fire Protection	17
Article 14	Main Pipe Extensions	18
Article 15	Rules and Regulations Amendment and Waiver	21
Article 16	Previous Rules and Regulations Repealed	21

DEFINITION

“Board of Water Commissioners” shall mean the policy-making body of the Manchester Water Works.

“Cross Connection” shall mean any actual or potential physical connection or arrangement between two otherwise separate systems, one of which contains potable water and the other which contains unacceptable levels of material of unknown or questionable safety, including water containing any physical chemical, biological, or radiological substance or matter.

“Customer” shall mean any individual, partnership, firm, association, corporation, city government, or governmental division owning property to which the Utility supplies service.

“Customer Unit” shall mean the occupancy to which meter rates shown herein shall be separately applied.

“Director” shall mean the Director of the Manchester Water Works.

“Main Pipe” shall mean the supply pipe from which service connections are made to supply water to Customers.

“Petitioner” shall mean the original applicant(s) for a main pipe extension.

“Potable Water Supply or Public Water Supply” shall mean water emanating from a source which has been approved for human consumption by the N.H. Department of Environmental Services.

“Premises” shall mean the Customer’s property or building(s) thereon to which service is provided.

“Regular Working Hours” shall mean the hours, Monday through Friday, excluding holidays, during which time the Utility is normally open for business.

“Service Pipe” shall mean the pipe running from the main pipe to the Customer’s property.

“Utility” shall mean the Manchester Water Works, located at 281 Lincoln Street, Manchester, New Hampshire.

TERRITORY TO WHICH RULES AND REGULATIONS APPLY

City of Manchester, New Hampshire, all areas served in the towns of Auburn, Bedford, Goffstown, Hooksett and Londonderry and wholesale service per the terms of the individual Agreement.

TERMS AND CONDITIONS

The following terms and conditions are a part of the Rules and Regulations. The rendering of service by the Utility and the acceptance thereof by the Customer shall be deemed acceptance of the terms of the rules and regulations legally effective at the time of such service, and shall constitute a valid contract between the parties, their heirs, assigns or successors, whether or not a signed application is made by the Customer and accepted by the Utility.

ARTICLE 1. Application for Service

a. Procedure.

- (1) Applications for new service shall be made in person by the Customer or his duly authorized agent at the office of the Utility.
- (2) Each application shall be accompanied by a completed service application data form, identifying each plumbing fixture and the estimates of flow demand for which service will be required. At the discretion of the Utility, this information may be provided in a letter signed by the customer's architect or engineer.
- (3) The Utility shall review the service data to determine whether it has sufficient capacity to provide adequate water service to the Customer. If the Utility determines that it does not have sufficient capacity under existing conditions, the Utility shall take reasonable steps to make the necessary improvements to expand its service capacity.
- (4) Once the Utility has determined that it has sufficient capacity to provide adequate water service and that all required deposits or payments have been made by the Customer, service will be approved.

b. Change of Ownership in a Commercial or Industrial Customer Unit.

Upon the change of ownership in a commercial or industrial Customer unit, the Customer shall be required to reapply and to submit revised service data to the Utility and shall conform to all Utility regulations governing new installations.

c. Fees and Expenses.

- (1) Improvements made by the Utility to expand service pipe capacity to the Customer shall be at the Customer's expense.
- (2) Other. See Rate Schedules.

ARTICLE 2. Service Pipe

a. Definitions.

- (1) “Curb Cock” shall mean the valve owned and maintained by the Utility, normally located at or adjacent to the Customer’s property line, which the Utility alone may use to turn on or shut off service to the Premises.
- (2) “Shut Off” shall mean the valve owned and maintained by the Customer, located within the Customer’s Premises or on his property, which may be used to turn on or shut off service to the Premises.

b. Installation, Ownership and Maintenance. The service pipe and curb cock located within the limits of the public right-of-way or Utility easement shall be installed, owned and maintained by the Utility. The Customer may, subject to prior written approval and inspection by the Utility, install the Utility’s portion of the service pipe. From the limits of the public right-of-way or Utility easement to the Premises served, the service pipe shall be installed and maintained by the Customer at his expense and shall be owned by the Customer.

c. Connection. Only the Utility or its duly authorized agents shall connect any service pipe to a main pipe. Such connections shall be made only from the street which is the legal address of the Premises served, unless otherwise authorized in writing by the Utility.

d. Installation Specifications.

- (1) The Customer’s portion of a service pipe shall be installed in a manner approved by the Utility, and shall be composed of a material which is acceptable to the Utility and the installation and pipe shall be in conformance with the requirements of law.
- (2) The service pipe shall be no less than a 3/4 inch inside diameter, and shall have a minimum ground cover of six (6) feet.

e. Installation Period. The Utility’s portion of a service pipe shall be installed during the period of mid-April to mid-November as frost and weather conditions permit. In an emergency and upon the Customer’s request, the Utility in its sole discretion may authorize service installation during winter months.

f. Service.

- (1) Only one Customer shall be provided service through one Utility owned service pipe and curb cock.
- (2) Where more than one Customer is currently provided service through one service pipe and curb cock, any violation of Utility regulations by one or more Customer(s) so serviced shall be deemed a violation by all, and the Utility may take such action against all such Customers as could be taken against a single Customer, provided, however, that no such action shall be taken until the Customer(s) not in violation of Utility regulations have

been provided reasonable opportunity to connect to a separate service pipe and curb cock.

- g. Joint Use of Service Pipe Trench. No service pipe shall be laid in the same trench with gas pipe, sewer pipe or any other facility of a public utility, or within three (3) feet of any open excavation or vault.
- h. Shut Offs. The Customer shall install and maintain on that portion of the service pipe located on or within the Premises served two (2) shut offs, one on either side of the meter. The shut offs shall be of a type acceptable to the Utility. The Utility may use the shut off for service, maintenance and other purposes.
- i. Thawing. The Customer shall be responsible for thawing his portion of the service pipe, and the Utility shall be responsible for thawing its portion of the service pipe.
- j. Fees and Expenses.
 - (1) Installation. Installation by the Utility of its portion of a service pipe shall be at the Customer's expense. If the Customer elects and the Utility allows the Customer to install the Utility's portion of the service pipe, inspection by the Utility shall be at the Customer's expense.
 - (2) Reinstallation. Reinstallation of the Utility's portion of the service pipe which, in the opinion of the Utility, is required due to increased demand within the Customer's premises shall be performed by the Utility at the Customer's expense.
 - (3) Relocation. Any relocation or replacement of the Customer's portion of the service pipe shall be approved by the Utility and performed by the Customer at his own expense.
 - (4) Installation During Winter Months. Any Customer requesting emergency service installation during winter months shall pay all extra expenses incurred by the Utility due to frost and weather conditions, including maintenance of the excavation until final paving is installed.
 - (5) Thawing. When the point at which a service pipe is frozen cannot be determined and the Utility is requested by the Customer to thaw the pipe, one-half of the thawing cost shall be paid by the Customer.
 - (6) Shut Offs. Shut offs shall be provided, installed and maintained by the Customer at his own expense.
 - (7) Other. See Rate Schedules.

ARTICLE 3. Plumbing and Hot Water Tanks

- a. Maintenance of Plumbing. Customers shall maintain the plumbing and fixtures within their Premises in good repair, free from leaks and protected from freezing.
- b. Plumbing Inspection. The Utility may require periodic inspections of a customer's Premises to ensure that the plumbing has been installed and maintained in such a manner as to prevent the possibility of contamination of the Utility's potable water supply.
- c. Hot Water Tanks. The Utility may, after inspection, require a Customer having direct pressure hot water tanks or appliances to install a thermal expansion device or automatic vacuum, temperature, and pressure relief valve in the pipe system to prevent damage to such tanks or appliances from excess pressure. Such device or valve should be installed in accordance with the local plumbing code.
- d. Fees and Expenses. Customers shall maintain plumbing and fixtures at their own expense.
- e. Liability. See Article 7.
- f. Disconnection of Service. Article 8.

ARTICLE 4. Backflow Prevention

- a. Definition.
 - (1) "Backflow shall mean the flow of water or other liquids, mixtures, or substances into the Utility's service or main pipes from any source other than the intended source.
 - (2) "Backflow Prevention Device" shall mean a Utility approved device which operates as a check valve on the service pipe to prevent any material from being forced or drawn into the main pipe and contaminating the potable water supply.
- b. Prevention.
 - (1) The Customer shall protect against the possibility of backflow between the public water supply and any plumbing, fixture, device, or appliance by furnishing and installing a backflow prevention device, acceptable to the Utility and commensurate with the degree of potential hazard in accordance with regulations adopted by the N.H. Department of Environmental Services.
 - (2) The backflow prevention device shall be installed on the service pipe at the entrance to the Customer's Premises, and all water entering the Premises shall pass through the protective device in accordance with Utility specifications.
- c. Inspection, Testing and Repair. The Utility may periodically inspect and test the backflow prevention device, the frequency of which shall be dependent upon the

degree of potential hazard, and shall require the Customer to repair the device when necessary.

- d. Fees and Expenses.
 - (1) The purchase, installation, and maintenance of the backflow prevention device shall be at the Customer's expense.
 - (2) Testing and inspection of the backflow prevention device shall be performed by the Utility at the Customer's expense in accordance with the applicable rate schedule.
- e. Disconnection Service. See Article 8.
- f. Liability. See Article 7.

ARTICLE 5. Meters

- a. Definitions.
 - (1) "Bypass" shall mean the pipe extended around the meter from and to the service pipe through which the Utility may provide service to the Customer while the meter is out of service.
 - (2) "Meter Horn Setting" shall mean the yoke-like device which is attached to the meter allowing it to sit horizontally.
 - (3) "Private Meters" shall mean additional non-Utility owned meters monitoring separate service to a portion of the Customer's Premises.
 - (4) "Outside Reader" shall mean the device placed by the Utility on the outside surface of the Customer's Premises permitting the Utility to determine a meter reading without entering the Premises.
- b. Ownership, Installation and Maintenance. All water service shall be metered by the Utility, and the meter, strainer, and outside reader shall be owned, installed and maintained by the Utility.
- c. Location and Placement of Meters.
 - (1) Location. The meter shall be located at the point of entry to the Customer's Premises.
 - (2) Placement. The Customer shall provide a clean, dry and warm place, always free from debris, for the installation and placement of the meter. The meter shall be placed in accordance with Utility requirements, either special or general, and in a location which may be safely and easily accessed by a person in an upright position for the purpose of reading, maintaining and changing the meter. In no case shall a meter be placed in an open or concealed area beneath a floor and, if a meter is so placed,

the Utility may require the Customer to remove and place the meter in accordance with the requirements of this tariff.

- d. Meter Specifications.
 - (1) Installation. Meters shall be installed according to Utility specifications available at the Utility office. The size of the meter shall be determined by the Utility after a review of the information submitted by the Customer on the service application data form.
 - (2) Bypass. A properly valved and sealed bypass shall be provided by the Customer around all meters one and one-half inch (1 1/2") and larger. The bypass shall not be used or tampered with by the Customer for any reason.
 - (3) Meter Horn Setting. The Customer shall provide a meter horn setting, which may be purchased at the Utility office, for meters of five-eighths inch (5/8") to one inch (1") in size.
- e. Meter Box. If, in the reasonable judgment of the Utility, it is necessary or expedient to locate the meter in an underground box or vault, the Customer shall construct the box or vault on his Premises. The meter box or vault shall be constructed in accordance with Utility specifications available at the Utility office.
- f. Outside Reader. All meters shall be equipped with an outside reader. The outside reader shall be installed at a place on the Premises acceptable to the Utility and according to specifications available at the Utility office. Unless the Utility authorizes an alternative location, the outside reader shall be placed on the Customer's Premises near or adjacent to the driveway or walkway.
- g. Private Meters. If private meters are desired by the Customer, they shall be furnished, installed, maintained and read by the Customer for his own purposes.
- h. Testing. Meters will be tested before installation. Thereafter all meters will be tested in accordance with guidelines set forth by the American Water Works Association.
- i. Fees and Expenses.
 - (1) Meter. The cost of the meter and its installation shall be at the Customer's expense.
 - (2) Meter Repairs. Meter repairs or replacements necessitated by ordinary wear will be paid by the Utility; those caused by freezing, hot water, or by any other reason shall be paid by the Customer in accordance with the applicable rate schedule.
 - (3) Outside Reader. Upon application for service, the Customer shall pay a charge as specified in the applicable rate schedule for the cost of providing and installing the outside reader. The Customer shall be responsible for the repair or replacement of damaged outside readers, and may be

billed by the Utility for labor, material and equipment costs associated with such repair or replacement.

(4) Meter Box. The construction or relocation of a meter box or vault, whether performed by the customer or the Utility, shall be at Customer's expense. Maintenance of the meter box shall be the responsibility of the customer.

(5) Meter Removal. When the Utility requires the Customer to remove a meter from an open or concealed area beneath a floor, the removal and replacement of the meter shall be performed by the Customer at his expense within a reasonable period of time as determined by the Utility.

j. Disconnection of Service. See Article 8.

ARTICLE 6. Prohibited Use

a. Fraudulent Use. Evidence of the existence of an unsealed bypass, the bypassing of water around meters, or the unauthorized piping or selling of water by the Customer to another Premises, or any other use of unmetered water except for fire extinguishing purposes shall be deemed fraudulent use.

b. Tampering. All curb cocks, valves, hydrants, meters, or other property of the Utility shall not be opened, closed, or tampered with in any way by any person not authorized to do so by the Utility. Any such tampering shall be cause for legal action by the Utility.

c. Cross Connections. No cross connection shall be permitted between the public water supply and any other water supply, or between the public water supply and any plumbing fixture, device, or appliance capable of contaminating the public water supply unless the connection is protected at the metering point by a back-flow prevention device as required by this tariff. The connection shall be approved by the Utility and the New Hampshire Department of Environmental Services, and shall satisfy in all respects the applicable provisions of N.H. RSA Ch. 148 and Ch. 149 and any other applicable laws and regulations.

d. Electrical Ground Wires. No ground wires from any source whatsoever shall be attached to any water pipe inside or outside the Premises served, unless the wires are attached to the service pipe at its entrance to the Premises and on the street side of the meter.

e. Fees and Expenses

(1) Tampering. Any damage to the curb cocks, valve, hydrants, meters, or other property of the Utility which the Utility determines is caused by tampering shall be repaired by the Utility at the Customer's expense.

(2) Fraudulent Use. Upon discovery by the Utility of fraudulent use, the Customer shall be charged not less than double rates for such quantities of service as the Utility shall estimate to have been fraudulently used.

f. Disconnection of Service. See Article 8.

ARTICLE 7. Utility Rights and Liabilities

- a. Service Generally. The Utility will conform to all requirements of the New Hampshire Department of Environmental Services for construction and operation of its water system as pertains to sanitation and potability of the water.
- b. Waste and Improper Use. The Utility shall determine what constitutes waste or improper use and reserves the right to restrict the same when necessary. The Utility assumes no responsibility for any water fixtures or for the use or waste of water on any metered Premises. Delivery of a courtesy notice to a Customer regarding a possible leak or wasteful condition on the metered Premises shall not imply or involve any such care or responsibility, nor shall any omission or delay by the Utility in sending a courtesy notice create any liability.
- c. Conservation. When necessary to conserve supply, the Utility reserves the right to restrict or prohibit the use of water.
- d. Hot Water Tanks. Service will be provided to direct pressure hot water tanks or appliances at the Customer's risk, and the Utility shall not be responsible for any damage caused by the Customer's failure to provide a thermal expansion device or pressure relief valve in the pipe system.
- e. Right of Access. The Utility shall have the right of reasonable access to the Customer's Premises to set, read, remove, replace, or repair meters and enforce these rules and Regulations.
- f. Maintenance of Plumbing. In no event shall the Utility be responsible for any damage caused by water escaping from plumbing and fixtures.
- g. Refusal of Service to Customers Contemplating Building. The Utility reserves the right to refuse water service to any Customer that contemplates building until such time as the Utility shall decide that there is sufficient progress to show that the building will be completed and occupied and that adequate water service, as determined by the Utility, can be supplied.
- h. Private and Public Fire Protection. The Utility will endeavor to maintain reasonable private and public fire service, but does not guarantee adequate service or any aspect of such service.
- i. Service Interruption. The Utility shall not be responsible for any damage caused by service interruption or pressure loss in the main pipes or service pipes due to maintenance, repairs, construction, or shortage of supply, or for any reason beyond the control of the Utility.
- j. Damage Caused by Discolored Water. The Utility shall not be responsible for damage caused by dirty or discolored water which may be occasioned by periodic cleaning of main pipes, service pipes, standpipes, reservoirs, pump houses, or tanks, or by the opening or closing of any hydrants, or for any reason beyond the control of the Utility.

- k. Contaminated Water. The Utility shall not be responsible for any damage or personal injury caused by contamination due to faulty or deteriorated plumbing within the Customer's Premises.
- l. Electrical Ground Wires. The Utility shall not be responsible for the installation of a water pipe grounding system or for the maintenance or integrity or continuity of any grounding attachment or connection made to a water pipe system.
- m. General Liability. Except for its intentional or negligent tortious acts, the Utility shall not be responsible for any claim or damage to persons or property alleged to have resulted from the provision of service or the failure to provide service and, under no circumstances, shall the Utility be responsible for consequential damages arising out of claims of any kind.

ARTICLE 8. Discontinuation of Service

- a. Discontinuation by the Utility Without Notice. Service may be discontinued by the Utility without notice for any of the following reasons:
 - (1) Misrepresentation by the Customer in his application for service or other fraudulent procurement of service.
 - (2) Use of water for purposes other than described by the Customer in his application for service.
 - (3) Willful waste of water.
 - (4) Tampering with Utility property.
 - (5) Abandonment of the Premises by the Customer.
 - (6) Cross connection or unauthorized connection to the Utility's service pipe or main pipe with any other fixture or supply source in violation of the provisions of these Rules and Regulations.
 - (7) Failure to maintain plumbing and fixtures in good repair that could, in the Utility's judgment, result in damage to persons or property.
 - (8) Failure to install, maintain, or repair a backflow prevention device within the period specified by the Utility.
 - (9) Failure to prevent contamination of potable water.
 - (10) Unauthorized use of private fire protection system.
- b. Discontinuation by the Utility With Notice. Service may be discontinued by the Utility with written notice postmarked at least twelve (12) days in advance of the proposed discontinuation date for any of the following reasons:
 - (1) Refusal of reasonable access to the Customer's Premises for inspection of Utility Property or to a Utility-owned meter;
 - (2) Any refusal or neglect to comply with any rule or regulation of the Utility;
 - (3) Customer's failure to comply with terms of payment arrangement entered into between the Customer and the Utility; and

Service may also be discontinued with notice, in which circumstances the Utility may determine appropriate notice.

- c. Discontinuation for Non-Payment of Utility Bills. Service may be discontinued by the Utility for non-payment of any Utility bill for basic Utility Service, including late payment charges, if all of the following conditions are met:
 - (1) If the Customer has not paid his bill in full within 30 days from the postmark date on the bill.
 - (2) Not less than thirty (30) days from the postmark date on the bill, the Utility has provided the Customer with written notice of its intention to discontinue service, postmarked at least twelve (12) days in advance of the proposed discontinuation date for residential Customers or, in the case of non-residential Customers, at least five (5) days in advance of the proposed discontinuation date.
 - (3) Prior to the date notice of discontinuance is mailed by the Utility, it has not received payment in full or been advised by the Customer's physician that a medical emergency exists at the location or would result from the discontinuation.
- d. Conference Prior to Discontinuation. A Customer may request a conference with the Utility prior to the proposed date of service discontinuation. Such conference shall be held in accordance with the Utility's standard procedure.
- e. Restoration of Service. If service has been discontinued, the Utility shall restore service promptly upon the Customer's request when the cause of discontinuation has been removed provided that the Customer has paid the restoration charges required under these rules and regulations.

ARTICLE 9. Billing and Deposits

a. Definitions

"Jobbing" shall mean any special service rendered by the Utility other than the rendering of basic water service.

b. Billing

- (1) The Utility shall periodically bill Customers for water service in accordance with the applicable rate schedule. Bills may be rendered by the Utility either monthly or quarterly, depending upon the volume of service provided to the Customer.
- (2) A single building having one or more meters shall be billed as one Customer unit.
- (3) Separate buildings shall be billed as separate Customer units.
- (4) If a meter is found not to register, a bill for the period of non-registration shall be estimated based upon consumption recorded prior or subsequent to the period of non-registration, and any other pertinent information supplied by the Customer or known to the Utility.

- (5) In the event that the Utility cannot readily and safely gain access to the meter for the purpose of obtaining the meter reading, the Utility shall make its best estimate of the consumption which might be registered by the meter since the last reading date. The estimate shall be as valid as if the meter reading had actually been determined, and the Customer shall be billed according to the estimate for the period of non-registration. However, there shall be no more than two (2) consecutive estimated bills. After the second estimated bill has been prepared, the Customer shall be required to provide safe and ready access to the meter in accordance with Article 5 of these Rules and Regulations.

c. Payment

- (1) The Customer shall make payment for all water registered by the water meter regardless of leaks or the manner in which the water was used.
- (2) Bills shall be due and payable upon presentation to the Customer. Payment shall be made at the Utility office or at such other offices as the Utility may designate to accept payment.
- (3) Any payment received by the Utility later than thirty (30) days after the due date shall be subject to a late payment charge in accordance with the Rate Schedules.
- (4) The Customer shall not transfer his obligation to pay for service to any person or tenant by lease, contract, agreement, or otherwise and acceptance of any third party payment shall not constitute a waiver of this prohibition.
- (5) Customer is responsible for water lost through leaks or otherwise for all non-metered services and shall make payment based upon the estimate of water lost or used as determined by the Utility.

d. Non-Payment

- (1) Service may be discontinued in accordance with Article 8 of these rules and regulations for non-payment of any bill for service or late payment charge.
- (2) Failure to receive a bill shall not discharge the Customer of the obligation of payment or the consequence of non-payment.
- (3) When a Customer cannot pay a bill in full, the Utility shall continue to serve the Customer if the Customer pays a reasonable portion of the bill as determined by the Utility and the Customer agrees to pay the balance of the outstanding bill in reasonable installments. All payment agreements shall be confirmed in writing and copies will be kept by the Utility and the Customer.

- (4) Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge shall be imposed by the Utility as specified in the applicable rate schedule.
- (5) All water charges shall become a lien upon real estate as provided in RSA Chapter 38:22.

e. Deposits

- (1) To protect against loss, the Utility may require a satisfactory cash deposit before rendering service to any new Customer, or before rendering continued service where the Customer has demonstrated a lack of responsibility in making service payments or committed other acts harmful to the Utility.
- (2) When the Utility determines that a deposit is required, before rendering water service or fire service, the Customer shall be charged no more than the estimated bill for sixty (60) days of service where the Customer is billed monthly, or the estimated bill for four (4) months of service where the Customer is billed quarterly. The deposit for a jobbing service shall be equal to the estimated cost of rendering that special service.
- (3) The Customer's account shall be credited with simple interest at the prime rate for large commercial banks as reported in the Wall Street Journal on all deposits for basic water service held by the Utility for a period of six (6) months or more. Deposits made for jobbing shall not be credited with any interest.
- (4) When a deposit has been applied to an account which is later terminated, interest shall cease to accumulate on the balance of the account as of the date service is terminated.
- (5) The deposit, plus accrued interest thereon, less any amount due the Utility, shall be refunded either upon termination of service or when the Utility determines, in its sole discretion, that satisfactory credit relations have been established over a period of not less than twelve (12) months for residential customers and over a period of up to 36 months for non-residential customers.
- (6) In lieu of a cash deposit, the Utility may accept the irrevocable written guarantee of a responsible party as surety for the Customer's account. The guarantee shall be subject to approval by the Utility.
- (7) Under special circumstances, the Utility may demand a larger deposit for a longer period than provided in paragraphs (2) and (5).

- f. Change of Address or Ownership. The Customer shall provide the Utility with prior notice of any change in ownership or change in billing address of a metered Customer unit. Upon such notice, the Utility shall determine a meter reading and render the Customer a bill for service up to the date of transfer.

- g. Service Discontinuation and Restoration. When the Utility is requested by the Customer to connect or disconnect service for any reason, the Customer shall pay a fixed charge as specified in the applicable rate schedule for such service if performed during the Utility's regular working hours or, if performed outside the Utility's regular working hours, the Customer shall pay all costs incurred by the Utility in providing such service.
- h. Request by Customer for Discontinuation of Service. The Customer shall provide the Utility with reasonable notice of his intention to have service discontinued and shall be responsible for all charges associated with service until expiration of such service.
- i. Seasonal Use: When, due to seasonal use, the Customer requires the Utility to remove, set and test the meter, the Customer shall be billed for such service and for the resetting and reinstallation of the meter as specified in the applicable rate schedule. The customer shall be billed for water used in accordance with the rate schedule.
- j. Fees and Expenses. See Rate Schedule.
- k. Discontinuance of Service. See Article 8.

ARTICLE 10. Lawn Sprinkler Service.

a. Definitions.

"Zones" shall mean groupings of multiple sprinkler heads which provide water to one area of a Customer's lawn at a time.

b. Requirements and Specifications

- (1) Service. Except pursuant to written approval by the Utility, a lawn sprinkler system shall be served through the customer's domestic service. If the existing pipe capacity is insufficient, a new service pipe shall be installed upon reapplication by the Customer.
- (2) Water Use. Sprinkler heads shall be limited to a maximum water use of forty (40) gallons per minute per zone.
- (3) Timing. Sprinkler zones shall be controlled by an automatic time clock or similar device which shall limit the operation of the sprinkler system from 10:00 p.m. to 5:00 a.m.
- (4) Backflow Prevention. The sprinkler system shall be equipped with a backflow prevention device which meets the requirements of these Rules and Regulations. If the Utility discovers an existing sprinkler system which is not equipped with a backflow prevention device, the Utility may require the Customer to provide and install the device.
- (5) Meter Box. Where separate service is required for a lawn sprinkler system, a meter box or vault which is vandal-proof and frost-proof shall be

constructed by the Customer on his Premises to house and protect the meter. The meter box or vault shall be constructed according to Utility specifications available at the Utility office.

- (6) Outside Reader. An outside reader for separate sprinkler service shall be installed by the Utility at the Customer's expense in accordance with the requirements of the Rules and Regulations.

c. Fees and Expenses.

- (1) The installation of the meter shall be performed by the Utility at the Customer's expense.
- (2) The costs of installing or enlarging a lawn sprinkler service pipe shall be at the Customer's expense.
- (3) Where a meter box or vault is required for separate lawn sprinkler service, the box or vault shall be constructed and maintained by the Customer at his expense.
- (4) The purchase, installation and maintenance of the backflow prevention device shall be at the Customer's expense.

ARTICLE 11. Air Conditioning.

In order to encourage the conservation of water, all water-cooled air conditioning and refrigeration equipment with a total installed cooling capacity in excess of three (3) tons shall include a water conserving device that limits the actual water used for cooling to 10% of the usual amount required for service to the Premises without use of the equipment.

ARTICLE 12. Hydrants

a. Definitions.

- (1) "User" shall mean the Customer or person authorized by the Utility to draw service from the hydrant.

- b. Prohibited Use. Public or private hydrants shall not be used for any purpose other than to extinguish fires or for such other purposes as may be authorized by the Utility. In no case shall hydrants or any adaptor installed on a hydrant be operated by any person other than the Utility or its duly authorized agent.

- c. Permitted Use. Where use of water from a hydrant is requested for purposes other than to extinguish fires, and permission is granted by the Utility, an adapter shall be installed on the hydrant by the Utility. All hydrants, whether public or private, connected to the Utility system shall be of a type approved by the Utility.

- d. Completion of Use. When use of the hydrant has been completed, the user shall notify the Utility office, and the Utility will close the hydrant and remove the adapter.

e. Fees and Expenses

- (1) The user shall be required to make a cash deposit as specified in the applicable rate schedule for setting and use of the adapter. Deposits made for adapters shall not be credited with any interest.
- (2) If there is no damage to the hydrant or the adapter, the charge for water will be deducted from the deposit and the balance, if any, returned to the user. If the Utility discovers any damage to the hydrant or adapter, the Utility shall make the necessary repairs at the Customer's expense.
- (3) The user shall be charged for either the volume of water used, or on a per diem basis as determined by the Utility, and for setting and removal of the adapter, in accordance with the applicable rate schedule.

ARTICLE 13. Private Fire Protection

a. Definitions.

"Private Fire Protection" shall mean private water service, including fire sprinklers, hose lines, and hydrants, connected to or served by the Utility system to provide water for extinguishing purposes.

- b. Application. The Customer shall submit to the Utility a written application for private fire service. The application shall be accompanied by site and plumbing plans of the proposed fire system and a written statement indicating the size and all specific design features.
- c. Pipe Installation. The fire service pipe located within the public right-of-way or Utility easement shall be installed and maintained by and shall be the property of the Utility. The Customer may, subject to prior approval and on-site inspection by the Utility, install the Utility's portion of the fire service pipe. From the limits of the public right-of-way or Utility easement to the Premises served, the fire service pipe shall be owned and maintained by the Customer.
- d. Metering. The Utility may, at its discretion, meter all water supplied through a fire service pipe and, in such cases, shall require the installation of a fire service metering device. Meters and metering devices shall be approved, and maintained by the Utility.
- e. Contamination. Where a standpipe, reservoir, pump house or tank is proposed in connection with private fire service, the Customer shall submit complete fire system plans to the Utility for prior approval. The connection shall be protected by a backflow prevention device as required by these Rules and Regulations.
- f. Access and Utility Inspection. In the construction or installation of such appurtenances as standpipes, reservoirs, pump houses, or tanks, the Customer shall provide a means of easy access to the interior of the appurtenance to permit inspection by the Utility or cleaning by the Customer as required by the Utility. During such construction or installation, the Customer shall connect to the appurtenance a separate pipe to periodically draw off water for sampling and inspection.

tion. Such draw off pipe shall not be directly connected with a sewer, drain, or outlet in any way which is not permitted by these Rules and Regulations, or may permit contamination of the public water supply.

- g. Testing. Private fire service may be tested by the Customer or by an insurance inspector, provided that the Utility is given adequate prior notice of the test date and time and the testing is conducted in the presence of a Utility agent.
- h. Fees and Expenses.
 - (1) The Customer shall pay a monthly or quarterly charge for private fire service as specified in the application rate schedule.
 - (2) The Customer shall maintain in good repair all fire service appurtenances located on his premises at his expense.
 - (3) Installation by the Utility of its portion of the fire service pipe shall be at the Customer's expense. If the Customer elects to install the Utility's portion of the fire service pipe, on-site inspection by the Utility shall be at the Customer's expense.
 - (4) Fire service meters and metering devices, if required by the Utility, shall be furnished and installed by the Customer at his expense. The cost of maintaining and testing the meter shall be at the Utility's expense.
 - (5) Any costs associated with the Utility's presence during private fire service testing by the Customer or insurance inspector may be charged to the Customer or to the insurance inspector.
- i. Liability. See Article 7.

ARTICLE 14. Main Pipe Extensions.

- a. Definitions
 - (1) "Abutter" shall mean one whose property abuts, is contiguous to, or joins at the border or boundary of a public right-of-way in which a main pipe is to be or has been installed.
 - (2) "Petitioner" shall mean the owner or duly authorized agent of the owner of the premises who is requesting main pipe extension for any purpose.
 - (3) "Frontage" shall mean the number of feet measuring that portion of a petitioner's Premises which abuts the public right-of-way in which the main pipe is to be installed. Where a petitioner's Premises is a corner lot, "frontage" shall mean the average of the two portions of the petitioner's Premises which abut the public right-of-way provided, however, in the case of odd shaped lots, frontage shall be determined by the Utility in its sole and absolute discretion.

- (4) "Non-Assessable Frontage" shall mean the number of feet measuring that portion of the public right-of-way which, as determined by the Utility in its sole discretion, is not assessable to any one petitioner due to excessive ledge, high water table, public ownership or other circumstance.

b. Main Pipe Installation

- (1) All petitions for main pipe extensions shall be submitted to and approved by the Board of Water Commissioners.
- (2) Each petition shall be accompanied by an application fee for the main pipe extension as specified in the applicable rate schedule.
- (3) Main pipe extensions shall be owned and maintained by the Utility and shall be installed by the Utility or its authorized agent.
- (4) Installation and construction of main pipe extensions shall continue at the discretion of the Utility as frost and weather conditions permit.
- (5) Prior to installation, sub-divisions shall be approved by the local planning authority, and the right-of-way in which the main pipe is to be installed shall be laid out, and lines and grades established.
- (6) The size of the main pipe to be installed shall be determined by the Utility.
- (7) Main pipe extensions shall be installed along the entire frontage of the petitioner's Premises or, in the case of corner lots, along the entire frontage abutting the public right-of-way in which the service pipe is to be installed.

c. Petitioners.

- (1) Prior to installation, petitioners shall sign a petition which shall be presented to the Board of Water Commissioners for approval. If the petition has been approved, each petitioner shall enter a contract for the main pipe extension that shall be binding on the petitioner's heirs, assigns, successors, executors, and administrators. The contract shall create a lien upon each petitioner's Premises as provided in 1967 N.H. Laws 526.
- (2) Unless the Utility, in its sole and absolute discretion, determines that the petitioner's use requires a main with a larger diameter, each petitioner shall be charged its proportionate share of the entire cost of installing a main with a diameter of not greater than 8 inches (8"), and each petitioner shall deposit with the Utility the estimated amount of its proportionate share of the extension cost prior to the installation. In cases in which a larger diameter main is installed for reasons other than petitioner's estimated usage, the cost in excess of that which would have been incurred for installation of 8 inch (8") main shall be borne by the Utility. Final billing will be based on actual installation cost where an 8" main is installed. In cases in which a larger diameter main is installed, the costs which would have been associated with the installation of an 8 inch (8") main shall be

estimated by the utility at the completion of the job and final billing will be based on that estimate.

- (3) A petitioner's proportionate share shall be calculated by subtracting the non-assessable frontage, if any, from the total frontage passed by the main pipe and dividing that resulting difference proportionately among petitioners according to their assessable frontage. Where a petitioner's property does not abut the public right-of-way in which a main pipe is to be installed, the Utility in its discretion shall determine petitioner's frontage for the purpose of calculating his proportionate share. Notwithstanding anything to the contrary, the petitioner or petitioners shall pay the costs for the entire extension including lots owned by non-participating abutters.
- (4) Where non-assessable frontage would exceed twenty percent (20%) of the total frontage passed by a main pipe extension, no more than such twenty percent will be deemed non-assessable frontage for the purpose of calculating proportionate shares.
- (5) When a non-participating abutter requests service from an extension previously installed, the Utility shall require the abutter to pay its proportionate share of the extension costs, determined in the manner described in Article 14.d, which amount shall be refunded to petitioners.

d. Charges to Non-participating Abutters

An abutter who did not participate in a petition for the main pipe extension to which he is connecting shall be required to pay to the Utility, prior to connecting to an installed main pipe and in addition to other applicable charges, an amount equal to that abutter's proportionate share of the original extension costs, adjusted annually by the ENR Construction Cost Index.

e. Refunds for Extensions under Previous Rules and Regulations

In all cases, refunds made to customers shall be consistent with the terms of the respective agreements based upon the Rules and Regulations at the time of the installation.

- f. Connection to Main Pipes. No connection shall be made to any Utility-owned main or to any private main without prior written authorization by the Utility after application by the Customer. Connection to privately owned mains, if authorized by the Utility, shall be installed in accordance with plans and specifications prepared by the Customer and approved by the Utility. After completion of such projects, the Utility may require the Customer to prepare a set of as built plans showing the location, size and depth of all water facilities.

- g. Reservation of Ownership by Utility. Where the Utility elects to maintain ownership of a main pipe located on private property, the Customer shall grant the Utility an easement sufficient to provide access by the Utility to the main pipe and Utility-owned appurtenances.

- h. Refusal to Install a Main. The Utility reserved the right to refuse or disallow the installation of a main pipe extension where it determines that service demand does not warrant the cost of installation, where the extension will tend in any way to constitute discrimination against other Utility customers.

ARTICLE 15. Rules and Regulations Amendment and Waiver.

At any meeting of the Board of Water Commissioners, the foregoing Rules and Regulations may be amended by a majority vote. The Utility reserves the right to waive the requirements of these Rules and Regulations on behalf of the Customer when such requirements would cause an extreme hardship. No waiver shall be made which would affect the quality of service provided to the Customer.

ARTICLE 16. Previous Rules and Regulations Repealed.

All previous Rules and Regulations, whether published or unpublished, inconsistent with the foregoing Rules and Regulations are hereby repealed.

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