HOOKSETT VILLAGE
WATER PRECINCT
Quality on Tap

SCHEDULE
For
WATER SERVICE

Applicable in
HOOKSETT VILLAGE
New Hampshire

February 2024

Hooksett Village Water Precinct
Schedule for Water Service

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1. GENERAL INFORMATION

A. Purpose:

The following rules and regulations, hereinafter referred to as the *Schedule for Water Service*, are adopted to regulate use of the public water supply and distribution system in the Hooksett Village Water Precinct in Hooksett, New Hampshire (NH). These rules and regulations shall replace and supersede all previous schedules relating to the control of the Precinct's water system.

B. Territory to Which Schedule Applies:

Those portions of the Hooksett Village Water Precinct where the Precinct is authorized to provide and maintain water service, commonly referred to as Hooksett Village or "the Village."

C. Definitions:

The "Precinct" refers to the Hooksett Village Water Precinct (HVWP), acting through its Board of Water Commissioners.

The "Superintendent" refers to the HVWP Water Superintendent, or their authorized agent, whom implements this *Schedule for Water Service* on behalf of the Board of Water Commissioners.

The "Customer" shall be taken to mean the owner of the parcel or premises supplied with water by the Precinct. The owner includes but is not limited to any person, firm, corporation, utility, cooperative, town, government or governmental division.

The "main pipe" is the supply pipe from which service connections are made to supply water to Customers. Supply pipes, regardless of size, located on private property are considered to be "service pipes" and not "main pipes" with the exception of HVWP supply pipes located within permanent public utility easements.

The "service pipe" is the supply pipe running from the main pipe to the premises of the Customer.

D. Authority:

This regulation is adopted by the Board of Water Commissioners, the elected governing body of the Precinct, pursuant to NH RSAs 38,

52 and 670. Accordingly, the Board of Water Commissioners reserves the right to amend the contents of this *Schedule for Water Service*, including fees and rates, at any time. The Board of Water Commissioners is also responsible for issuing any waivers or abatements related to the *Schedule for Water Service.*

The Precinct was formed in 1941 and is considered a Village District under NH law. Village districts or precincts constitute a specialized form of municipal government. As such, the Precinct is a limited purpose governmental unit having the same authority and power as the Town of Hooksett with respect to the purposes for which the Precinct was formed.

E. Dispute Resolution & Attorney's Fees:

Disputes about this *Schedule for Water Service* shall be managed as follows:

i) In the event of a dispute with the Precinct as to any of the terms and conditions set forth herein, the Superintendent shall have the final say as to what the terms and conditions require under the circumstances existing.

ii) To the extent any litigation arises out of a dispute regarding the terms and conditions herein, if the Precinct prevails in said litigation, the Customer shall be required to reimburse the Precinct for its attorney fees and costs in the matter.

iii) The Precinct shall be considered to have prevailed in the event that any portion of its interpretation of the terms and conditions, set forth herein, is endorsed and/or upheld by a court of competent jurisdiction and NH law shall apply.

2. TERMS AND CONDITIONS

The following terms and conditions constitute a contract between the Customer and the Precinct and the Customer will, by filing an application for service with, and/or taking water from the Precinct, be considered to express the Customer's consent to be bound thereby, and to take water only for purposes stated in the application and at the established tariff rates. Failure to abide by any terms or conditions set forth in this *Schedule for Water Service* may result in warnings, fees, fines, suspension or termination of water service, as determined by the Precinct.

A. Application for Service:

All applications for the use of water must be in the form prescribed by HVWP hereinafter referred to as the *Water Service Application*, stating fully and truly the use to which the water is to be applied, and stating an accurate estimate of the volume being requested. Such application is to be signed by the Customer or their duly authorized agent. A non-refundable administrative application fee shall be paid in full at the time of application.

The volume estimate shall include average daily flow in gallons per day as identified in State- or Town-approved septic or sewer design calculations, if available, or as estimated by the Precinct, at its discretion. For all commercial, industrial and institutional applications, the estimated maximum or peak usage in gallons per minute shall also be provided.

An engineering study may be required to be performed by a representative and/or consultant selected by the Precinct, at the Customer’s expense, in order to determine availability of water or impact to existing users. A *Water Availability Letter*, in a form prescribed by the Precinct, may be issued by the Precinct upon determination by the Precinct or its consultants that water is available. The Precinct shall have the right to deny applications when, in the judgment of HVWP, proposed water lines will be detrimental to proper development of the water system.

An approved *Water Service Application* is valid for two (2) years from date of approval. If an approved project has not reached completion (typically when the Town of Hooksett’s *Certificate of Occupancy* is signed by the Precinct) by the end of two (2) years from the date of approval, the Customer must file a new *Water Service Application*, with no guarantee of approval by the Precinct.

If a *Water Service Application* is not approved within two (2) years of the date of application, the *Water Service Application* will be considered null and void and reapplication must be made on a first-come, first-served basis with no guarantee of approval by the Precinct.

System development fees shall apply to any new or extended service connection utilizing the Precinct's water supply resources, regardless of whether the water main or service line being connected to is Precinct-owned or privately owned. System development fees are one-time fees and are NOT related to other Customer-borne expenses for any physical connection to HVWP infrastructure described in the *Schedule for Water Service*.

Any change in use, at any time, such as a change from residential to commercial or a combination of residential and commercial, or a change in water use volumes as described in the *Water Service Application*, must be approved by the Precinct and may require additional fees including but not limited to system development fees. Changes in use must be documented in the form prescribed by HVWP. Customer agrees to notify HVWP of any change in use within thirty (30) days of such a change.

All system development fees and other accounts due the Precinct, its representatives and/or consultants must be paid in full by the Customer or their duly authorized agent before water service is turned on. All final water utility plans must be stamped "approved" by the Precinct, and a copy of said plans provided the Precinct, before the *Water Service Application* is approved. No water utilities may be installed without an approved *Water Service Application* signed by the Precinct.

Where extension of the main pipe is required, application for service will not be accepted until the applicant has first complied with the conditions listed in Section 2.X. herein, under the heading "MAIN EXTENSIONS", and an HVWP construction agreement has been signed and construction escrow account and bonding requirements have been met. Construction agreement forms may vary in content and will be determined by the Precinct.

Where extension of the main pipe is not required but the *Water Service Application* is filed for commercial (including multi-unit residential) or institutional uses, construction agreements, escrow accounts and bonding will also be required. Construction agreements, escrow accounts and bonding are not required for the extension of service to one (1) single-family residence, but the

Precinct may, as needed and at its discretion, incur and charge the Customer for inspection and other fees associated with the installation of said service.

The approval of permit applications or the acceptance of any water construction by any of the Precinct's appointed officials does not indicate, nor should it be construed as acceptance of, any liability by the Precinct or any of its employees for claims which may arise due to errors, oversights, inferior material, poor workmanship, or damages incurred in connection with construction of water services and main extensions as set forth in this *Schedule for Water Service*.

B. Ownership, Maintenance & Installation of Service Pipe:

All service pipes from the main up to the curb stop/box or gate valve/box typically installed at or near the Customer's property line, including the curb stop/box or gate valve/box, shall be owned and maintained by the Precinct unless located on private property. From the curb stop/box or gate valve/box to the building, the service pipe shall be owned and maintained by the Customer.

All new service pipes, commencing from the main and including service/tapping saddles or sleeves, gate valves/boxes and rods, corporations, curb valves/stops/boxes, and all service line related appurtenances shall be tapped and installed by the Customer, at the Customer's expense, and adhering to the Precinct's standards of construction, and following the guidelines for inspection of such, as determined by the Precinct, unless otherwise agreed to by the Precinct. Repair costs for damage to curb/boxes or gate valve/boxes which are located on the Customer property or at the property line will be borne by the Customer. All materials and workmanship must be HVWP-approved before the water is turned on.

The Precinct is not responsible for damage to pavement, sidewalk, landscaping, lawns, or other property covering curb or gate boxes or other water works, and reserves the right to access all such shutoffs at any time. Service or main lines shall be required to be cut and/or capped in a manner prescribed by the Precinct, at the Customer's expense, prior to demolition of a building or foundation of a premises serviced by the HVWP water system, in accordance with the requirements of Section 2.P. under the heading of "DISCONTINUANCE OF WATER SERVICE". It is the responsibility of the Customer to maintain markings and locations of curb/gate boxes.

C. Extension of Service Pipe:

Any extension of service pipe on public and/or private property shall be at the discretion of the Precinct and shall be made only upon special contract prescribed by the Precinct, and all standard system development fees shall apply. The Customer shall be responsible for all water works and appurtenances associated with such extension and comply with the conditions listed in Section 2.Y. herein under the heading "WORK ON PRIVATE LAND". The Precinct shall not be responsible for consequences of any kind arising from such extension of service pipe. Furthermore:

i) The Precinct shall not be required to lay a new service to any housing not placed on a permanent foundation.

ii) Service connections shall be made to existing main pipes on a highway, street or road in which grades have been established, where the highway, street or road is dedicated to public use and accepted by the Town. The Customer seeking service shall have approved frontage on said highway, street or road and the connection shall be made to the main pipe closest to that frontage.

iii) In the event that connection to an existing water main in a public highway, street or road is not feasible, the Precinct, at its discretion, may consider allowing a service connection to an existing main pipe located in a permanent public utility easement recorded in the County Registry.

iv) No service connections shall traverse more than one parcel, where parcel boundaries are defined by the Town Assessor, except in the case where (a) no existing main pipe is available in the public highway, street or road bordering the Customer's property, (b) the connection is located within a permanent private utility easement approved by the Precinct and recorded in the County Registry and (c) the easement grantor shall not erect or construct any building or other structure, or drill or construct or operate any well, or construct any reservoir or other obstruction in the easement area or diminish or substantially add to the ground over the said easement area.

v) All services which are not in compliance with this *Schedule for Water Service* at the time of adoption shall be brought into compliance as soon as possible at the discretion of the Precinct, but not later than (a) upon transfer of the property if notice is provided to the Customer prior to the transfer; (b) the first repair or replacement of that water service; (c) any

renovation, update, retrofit or modification to 50% or greater of the associated dwelling or building; or (d) public health or safety concerns warrant. Compliance with service requirements is the responsibility of the Customer; failure of the Precinct to identify all compliance issues during or after a property transaction does not relieve the Customer of this obligation.

vi) Where there is more than one occupant of a building supplied with water, including but not limited to duplexes, commercial/retail plazas, and other multi-occupant premises, the plumbing must be so arranged as to permit a separate service for each place of business or abode. For multi-family residential complexes, including but not limited to apartment buildings, serving more than 10 residential units per building, a separate service may be allowed for each building, at the discretion of the Precinct. It shall be deemed a violation if a Customer is found to be extending their service to another building or unit located on the same premises without having notified HVWP and having obtained HVWP's prior written permission for such extension. The violation is subject to the provisions of Section 2.M herein under the heading "UNAUTHORIZED USE OF WATER".

vii) All services shall be placed at a depth of approximately six (6) feet and under such trench conditions and backfill conditions as prescribed by the Precinct, with a minimum service diameter of one (1) inch and the mandatory use of tracer wire for all non-metallic lines. All service-related pipe materials, fittings, hydrants, meters, and water works appurtenances will be as prescribed by the Precinct, up to the first shutoff valve after the meter and also including backflow prevention devices. All services, including those located on private property which are connected to the HVWP water system, will be inspected prior to burial and installed in general accordance with HVWP's *Standard Specifications for Construction,* incorporated herein by reference, and the NH Code of Administrative Rules Chapter Env-Dw 400 under the heading "PUBLIC WATER SYSTEM CLASSIFICATION AND DESIGN".

viii) A sleeve shall be furnished for all water service lines penetrating walls or floors of a building. The sleeve shall extend a minimum of two inches inside and outside of the penetration. The sleeve shall permit easy entry of the service pipe through it, and shall be sealed watertight. The void between the service pipe and the sleeve shall be sealed using expandable foam or flexible couplings; concrete products are not allowed.

ix) At a minimum, service connections shall have a residual

water pressure at street level of 20 pounds per square inch under all design conditions of flow. Said connections shall not adversely impact other water users, nor the pressure and flow capacity of the main pipe at/beyond the point of connection.

x) HVWP reserves the right to assign the size and location of any water service for domestic or any other, including but not limited to irrigation and fire protection, usage. The minimal size of service piping shall be in compliance with the Town of Hooksett's *Building Code*.

xi) For new or expanded water services, HVWP reserves the right to require the Customer to install new, or upgrade existing, main pipe or main pipe extensions, at the Customer's expense, as deemed appropriate by the Superintendent prior to connection of the new or expanded service.

xii) A separate service pipe is not required for Accessory Dwelling Units (ADUs) installed in accordance with Article 27 of the Town of Hooksett's *Zoning Ordinance* under the heading "ACCESSORY DWELLING UNITS". However, because ADU installation represents a change in use, a *Water Service Application* must be submitted by the Customer and approved by the Precinct prior connecting the ADU.

xiii) Service installation requirements may be altered at any time by the Precinct, according to specific job site conditions.

D. Temporary Service:

When permission to open a street cannot be obtained or when for any physical reason it is impractical to make excavation and provide independent service, water may be furnished temporarily from an adjacent service if deemed advisable by the Precinct and the donor Customer gives their permission, but entirely at the expense of the receiving Customer. Temporary service may also be provided to impacted Customers during main extension projects, at no cost to those Customers, from a nearby hydrant or another convenient access point to the HVWP water system at the Precinct's discretion.

E. Interior Shutoff Valves:

Every service must be provided with Precinct-approved ball valves upstream and downstream of the water meter, located inside the building near the service entrance, easily accessible and

protected from freezing. These shutoff valves are critical for emergency water shutoff and meter maintenance purposes.

F. Maintenance of Plumbing:

All Customers shall maintain the plumbing and fixtures within their own premises in good repair and protect them from freezing at their own expense. They shall make repairs which may be necessary to prevent leaks and damage. Furthermore:

i) The installation, alteration, repair and replacement of plumbing and fixtures shall be in accordance with the Town of Hooksett's *Building Code,* incorporated herein by reference, with particular attention to backflow prevention/protection, freeze-proofing, trenching/backfilling, on-site treatment, pressure management (including pressure reduction, water hammer and variable street pressure) and other code items related to the Customer's service line.

ii) Maintenance, use and testing of any new or existing water treatment equipment at the Customer's premises, in accordance with manufacturer's specifications, is critical for sustaining acceptable water quality on the premises. The treatment equipment and its impact on water quality are the sole responsibility of the Customer. The Precinct shall have access to inspect said equipment and evaluate the need for backflow protection. In the event protection is required, the provisions of Section 2.G. herein under the heading "BACKFLOW PREVENTION" shall apply.

iii) No Customer shall operate apparatus connected to their water piping, meter(s) or elsewhere on their premises that will adversely affect the operating conditions of the Precinct's water system or its ability to serve other Customers. If the Customer, after receiving written notice from the Precinct, fails to present and implement an acceptable remedial plan to protect the Precinct's system, with pressure or other limits set by HVWP at its discretion, service will be discontinued.

iv) Service connection leaks upstream of the water meter and downstream of the curb valve/stop, and fire service line leaks between the gate valve/stop and building, shall be repaired by the Customer immediately upon discovery, using a contractor qualified to work on public water systems and materials that meet the Precinct's specifications. HVWP shall not be liable for any damage to the Customer's property caused by said leaks. The Customer shall notify the Precinct prior to repair, and the repair shall be

inspected and approved by the Precinct prior to burial.

v) Frozen pipes will be thawed by the responsible party at their expense. The responsible party is the Customer if the service pipe is frozen downstream of the curb valve/stop. The Precinct is responsible if the service pipe is frozen upstream of the curb valve/stop. Where it becomes necessary to thaw a frozen service pipe, and it cannot be determined where it is frozen, the Precinct, at the Customer's request, and with signed agreement for same, may undertake the thawing of the same. In the event that the Precinct undertakes the thawing and the responsible party is unclear, one half (1/2) of the cost to the Precinct shall be paid by the Customer.

vi) Upon written request of the Customer, the service may be voluntarily shut off by the Precinct. In this event, the Customer shall be responsible for HVWP turn-off and reconnection charges, which shall be added to the Customer's next quarterly bill.

vii) All shut offs will be performed as described in Section 2.P. herein under the heading "DISCONTINUANCE OF SERVICE".

G. Backflow Prevention:

No cross-connection between the public water supply system and any other water supply nor any potential sources of contamination is allowed.

In administering the provisions of this section, the Precinct shall observe and enforce the regulations of the New Hampshire Department of Environmental Services (NHDES) with respect to cross-connections and backflow devices, which regulations are now published as New Hampshire Administrative Rule Env-Dw 505 under the heading "BACKFLOW PREVENTION". All cross-connections shall be managed by the Customer in accordance with the backflow prevention requirements and procedures in HVWP's *Cross-Connection Control Program Bylaw,* incorporated herein by reference.

A backflow prevention device shall be installed wherever a potential threat to the potability of the water system exists, as determined by HVWP. These devices shall be of a design approved by NHDES and the Precinct, as specified in HVWP's bylaw. All such devices shall be located at the service entrance, near and downstream from the meter, unless otherwise approved or required by the Precinct. The Precinct reserves the right to require periodic testing, inspection and necessary repair to all such protective devices, at the Customer's expense.

Upon request by the Precinct, the Customer shall provide access to the backflow protection device in a timely fashion. If the Precinct is unable to access the device after two requests, service to the Customer may be suspended until access is granted.

All violations of this section shall be considered an Unauthorized Use of Water as described in Section 2.M. herein under the heading "UNAUTHORIZED USE OF WATER" and are subject to the disciplinary actions listed in Section 2.M. HVWP reserves the right to discontinue water service for any Customer found to be in violation of the cross-connection control bylaws and regulations until such a time as the violation is remedied.

H. Safeguarding Use of Hot Water Appliances:

All Customers having pressurized hot water tanks, boilers, heaters and appliances should place proper vacuum and relief valves in the pipe system to prevent any damage to such items should it become necessary to shut off the water on the street mains or service pipes. These items and old or non-code water heating equipment are vulnerable to failure in the event of a shut off without proper protection, and are used solely at the risk of the Customer.

I. Proximity to Other Utilities:

Water mains, service pipes or other appurtenances will not be placed in the same trench with gas pipes, electric conduits, sewers or similar structures except under special conditions, in which case a written waiver must be obtained from the Precinct. Otherwise, placement of water mains, service pipes or other appurtenances and proximity to other utilities will be at the discretion of the Precinct, subject to the following conditions:

i) To minimize the potential for contamination and optimize future accessibility, water mains and service pipes shall be laid at least ten (10) feet horizontally from any existing or proposed gravity sanitary or storm sewer, septic tank, or subsoil treatment system.

ii) Unless otherwise approved by the Precinct, at least ten (10) feet of separation is also required from electric, communication and gas utilities to minimize corrosion/explosion hazards, optimize future accessibility and reduce future operator safety/liability concerns.

J. Winter Construction:

No new service pipes or main pipe extensions will be installed between November 1st and April 30th, except at the discretion of the Precinct.

K. Responsibility for Water Charges:

Rates and fees chargeable by HVWP for water, and payable by the Customer, shall be determined by the Board of Water Commissioners based upon standardized methods and shall serve to fairly distribute the burden of water treatment, distribution, maintenance, and administration, including both capital and operational costs, upon Customers. HVWP's *Rate and Fee Schedule* is updated at least annually by the Precinct, incorporated by reference herein, and appended to the *Schedule for Water Service*.

Unless otherwise arranged, and approved by the Precinct, the Customer is responsible for all accounts and charges related to their water service. All water passing through a domestic meter will be charged for whether used, wasted or lost by leakage. In the event that the Customer elects to enter into an agreement for payment of Precinct charges with a tenant, lessee or other occupant of the premises, the Customer is still responsible for payment of said charges if the occupant is unable or unwilling to make payment or otherwise defaults on payment.

Charges for services furnished by the Precinct or under any agreement between HVWP and the Customer shall continue to the end of the term specified or until such time as HVWP shall receive reasonable notice from the Customer of a desire to terminate the service as defined in Section 2.P. herein under the heading "DISCONTINUANCE OF SERVICE".

All bills are due and payable upon presentation and are past due thirty (30) days after date of the bill. Failure of the Customer to receive their bill does not relieve them of the obligation for its payment nor from the consequences of nonpayment. The bill shall be deemed to have been delivered if sent by U.S. Mail to the Customer's address on file with the Precinct.

All payments must be received at the HVWP Office by the due date. Failure to make payment when due shall entitle the Precinct to initiate the collection process, including charging of late fees and interest and recovery of all costs of collection including reasonable attorney fees. Failure to comply with the collection

process requirements will initiate the water service shutoff procedure as described in Section 2.P. herein under the heading "DISCONTINUANCE OF SERVICE".

The Precinct has the right to require a deposit of any Customer for a water account, work order or special service. If a Customer's credit is or becomes impaired, HVWP may, at its discretion, require a deposit to guarantee payment of current or pending bills. Such deposit shall be refunded when the Customer has established credit to the satisfaction of the Precinct.

Whenever a Customer sells or transfers property with an existing water service, the Customer or their agent shall promptly notify HVWP in writing, giving the name, address and contact information of the new owner. All previous charges and fees owed by the Customer must be paid, in full, prior to transfer of water service to the new owner. New Customers have no right to continued use of the water service at the premises until those previous charges and fees are paid in full, and shall be liable for those charges and fees if they remain unpaid after the transfer, unless otherwise approved by the Precinct.

L. Severability

If any term or provision of the *Schedule for Water Service* is invalid, illegal, or unenforceable as endorsed/upheld by a court of competent jurisdiction, only that term is void and the rest of the document remains intact. No provision of the *Schedule for Water Service* or its application shall contravene nor render ineffective any lawfully established rule and regulation of the NHDES.

M. Unauthorized Use of Water:

Use of water is confined to the premises named in the *Water Service Application* and any associated service/main extension contract. No Customer shall supply another Customer not mentioned in the *Water Service Application*, nor shall they use water for any purpose not mentioned in their application. No person shall obtain water from any hydrant, fountain, or other fixture of the HVWP water system without previous written consent of the Precinct. Any unauthorized use is subject to disciplinary action by the Precinct, including but not limited to written warnings and/or fines established by the Precinct, up to a maximum of $10,000 per day per violation, as well as possible suspension or termination of service, and may be prosecuted.

N. Water Use Restrictions:

When necessary to conserve supply, for drought conditions or other threats to the reliability of the water supply, the Precinct may restrict or prohibit the use of water by implementing a *State of Water Supply Conservation*.

During a *State of Water Supply Conservation*, all non-essential outdoor uses may be banned including but not limited to any use of hose or sprinklers, such as the filling of pools; outdoor irrigation; and the washing of vehicles, buildings, parking lots, driveways and sidewalks. Water uses not typically subject to a water ban include those required by regulation; for health or safety reasons; for construction needs; for livestock maintenance; or to meet the core functions of a business.

No refunds of water charges will be allowed during a *State of Water Supply Conservation*, nor is the Precinct liable for any alleged landscaping or gardening damages resulting from restricted irrigation. Any person found violating the water use restrictions imposed by a *State of Water Supply Conservation* is subject to disciplinary action by the Precinct, including but not limited to written warnings and/or fines established by the Precinct, up to a maximum of $10,000 per day per violation, as well as possible suspension or termination of service.

O. Access to Premises:

The Precinct shall have free access to all parcels and premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to ascertain the amount of water used and the manner of use; to operate curb and gate valve shut offs; and to enforce this *Schedule for Water Service*. Under emergency conditions, access shall be provided by the Customer throughout the emergency response.

P. Discontinuance of Service:

Service may be discontinued by Customer request or by reason of nonpayment of water bills or for violation of any term or condition contained herein. The Customer will be responsible for all turn-off and reconnection charges; all arrearage charges must be paid prior to reconnection. If discontinued due to a violation, the cause of the violation must be remedied to the satisfaction of the Precinct prior to resumption of service.

From November 1st to April 30th, shut offs will be performed for non-payment or an emergency, as deemed necessary by the Precinct. Shut offs for installation, repair, or maintenance of deduct meters, irrigation equipment, and/or their associated plumbing are not considered an emergency.

Before service is discontinued for non-payment, a written shut-off notice shall be sent to the Customer, at least fourteen days in advance. Service may be discontinued without notice in the case of fraudulent use or other violations of terms and conditions set forth in this *Schedule for Water Service*. Where two or more parties take water through one service pipe, the provisions for discontinuing service shall be applicable to all parties, although one or more of them may be innocent of any violation.

If a Customer is demolishing a building with an existing water service, that service must be properly abandoned. Services shall be abandoned by permanently disconnecting the service line from the main line, and returning the meter (if present) to HVWP. Domestic service corporations shall be shut off at the main, and a threaded cap of the same materials as the service is to be installed on the corporation valve. For fire protection lines, the tee shall be cut out and replaced with straight pipe. Fire Department authorization shall be obtained prior to work on a fire service.

All utility shut offs for demolition/abandonment shall be coordinated with the Precinct. Utility terminations shall be inspected and approved by HVWP prior to burial. All fire hydrants shall remain accessible and functional unless approved by HVWP.

Non-conforming services that were improperly abandoned prior to adoption of this requirement may potentially be reused in connection with new buildings only when found, at the Precinct's discretion, to be in satisfactory condition and to meet all the requirements of Section 2.C. herein under the heading "EXTENSION OF SERVICE".

Q. No Liability for Interrupted or Unsatisfactory Service:

The Precinct reserves the right to shut off water service temporarily whenever it becomes necessary to make extensions, alterations, or repairs to the water system, and to curtail the use of water whenever conditions so require.

If, by reason of shortage of supply or for the purpose of making repairs, extensions or connections or for any other reason

beyond the control of the Precinct, it becomes necessary to shut off water in the mains or services, the Precinct is not responsible for and shall not be liable, directly or indirectly, for claims for any damages occasioned by such shut-off. Notice of shut-off will be given when practicable, but nothing in these rules shall be construed as requiring the giving of such notice.

The Precinct makes every effort to ensure a continuous supply of clean potable water. However, the Precinct is not responsible for damage caused by dirty water which may occasionally occur due to normal operations and emergencies unless the damage is caused by gross negligence of the Precinct.

R. Public Hydrants:

Public fire hydrants may not be used for any purpose other than the extinguishment of fires or for such other purposes as may be authorized by the Precinct. In no case shall public hydrants be opened or operated by any person other than an agent of the Precinct or the Hooksett Fire Department, where that agent has been trained in proper hydrant use and is qualified to operate hydrants in the opinion of the Superintendent or Fire Chief. HVWP shall be notified by the Hooksett Fire Department when a public hydrant is used.

The Precinct retains the right to remove all impediments, such as trees, branches, shrubs, rocks, et al, deemed necessary by the Precinct to maintain safe, proper, and convenient operation and maintenance of public hydrants and appurtenances.

All public hydrants shall be placed at a height and under such trench conditions and backfill conditions as prescribed by the Precinct. All hydrant-related pipe materials, fittings, and water works appurtenances will be as prescribed by the Precinct. No water main providing fire protection shall be less than six inches (6") in diameter, and no public hydrant leg shall be less than six inches (6”) in diameter. All public hydrants shall be inspected prior to burial and installed in general accordance with HVWP’s *Standard Specifications for Construction* and in general accordance with the NH Code of Administrative Rules Chapter Env-Dw 400 under the heading “PUBLIC WATER SYSTEM CLASSIFICATION AND DESIGN”. All requirements may be altered at any time by the Precinct, according to specific job site conditions.

Public fire hydrant maintenance and repair shall be the responsibility of the Precinct. Public hydrants will be flushed semi-annually, at the discretion of the Precinct, with such flushing

to be performed by Precinct personnel or their agents. The cost of public hydrant maintenance, repair and flushing will be incorporated in the Precinct's operating budget and offset by the Town of Hooksett through their payment of quarterly hydrant service charges assessed as shown in HVWP's *Rate and Fee Schedule.* The Precinct will seek to minimize, but will not be responsible for, any damages resulting from flushing or operation of the hydrant.

S. No Tampering with Precinct Property:

All gates, valves, shut-offs, meters, hydrants, standpipes and other items or buildings which are the property of the Precinct are not to be opened or closed, or in any other way tampered with or obstructed, by any person other than an authorized agent of the Precinct. Any person found tampering with Precinct property is subject to disciplinary action by the Precinct, including but not limited to written warnings and/or fines established by the Precinct, up to a maximum of $10,000 per day per violation, as well as possible suspension or termination of service.

T. Private Fire Protection:

Customers desiring private fire protection must consult with the Precinct before installation as to the availability of mains, pressure, etc. No private fire connection will be made on a water main of less than six inches (6") in diameter, and no private hydrant leg shall be less than six inches (6") in diameter. Private fire connection services shall be sized to meet the fire protection needs of the Customer, as determined by a qualified fire sprinkler system designer and in accordance with the requirements of the Hooksett Fire Department. All sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected prior to burial. Any unauthorized connections shall be removed, or meters shall be installed on each service at the expense of the Customer.

All private hydrants and fire services shall be placed under such trench conditions and backfill conditions as prescribed by the Precinct. All private fire protection materials, fittings, and water works appurtenances will be as prescribed by the Precinct, up to the first shutoff valve in the building and also including backflow prevention devices. All private fire services and hydrants shall be installed in general accordance with HVWP's *Standard Specifications for Construction* and in general accordance with the NH Code of Administrative Rules Chapter Env-Dw 400 under the heading "PUBLIC WATER SYSTEM CLASSIFICATION AND DESIGN". All requirements may be altered at any time by the Precinct, according to specific

job site conditions.

Private fire hydrants are required to be flushed semi-annually, at the discretion of the Precinct, with such flushing to be performed by Precinct personnel or their agents. Private fire hydrant flushing will be billed directly to the Customer. The Customer will maintain an area that is safe and configured to prevent property damage resulting from flushing, and the Precinct will not be responsible for any damages resulting from flushing or operation of the hydrant. Open access to the hydrant shall be maintained at all times.

In no case shall private hydrants be opened or operated by any person other than an agent of the Precinct or the Hooksett Fire Department, or an agent of the Customer, where that agent has been trained in proper hydrant use and is qualified to operate hydrants in the opinion of the Superintendent or Fire Chief. HVWP shall be notified by the Customer or Hooksett Fire Department whenever a private hydrant is used.

Private fire hydrant maintenance and repair shall be the responsibility of the Customer. Upon notification by the Precinct that private hydrant maintenance or repairs are required, the Customer shall be obligated to complete the required work in a timely fashion as determined by the Precinct, using a qualified contractor and parts that adhere to HVWP's standard specifications. If the Customer is unable or unwilling to complete said work, the Precinct reserves the right to complete the work using its personnel or agents and to bill the Customer for the work.

U. Swimming Pools & Irrigation Systems:

The availability of water from the Precinct to supply important but non-essential uses, such as swimming pools and outdoor irrigation systems, is restricted to those locations where there is adequate main pipe capacity and pressure, and where the service to other customers will not be impaired thereby.

Fire hydrants shall not be used to fill pools. Pools shall be filled using the Customer's domestic service and a hose, or by private water hauling companies hired at the Customer's expense. Private companies must obtain written authority from the Precinct to take water from the water system. A dedicated hydrant for the filling of private company tanker trucks will be provided by the Precinct subject to availability and use limitations, at the Precinct's discretion.

Customers using their domestic service to fill a pool shall protect the water system from backflow and maintain an air gap between the filling hose and the pool at all times. Pools connected directly (“hard-piped”) to the water system shall register said pool with the Precinct and are required to install a backflow protection device approved by the Precinct. The installation, maintenance and testing of the device shall adhere to the requirements of Section 2.G. herein, under the heading "BACKFLOW PREVENTION".

Outdoor irrigation systems without a backflow protection device approved by the Precinct are prohibited. The installation, maintenance and testing of the device shall adhere to the requirements of Section 2.G. herein, under the heading "BACKFLOW PREVENTION". Irrigation systems connected to private wells shall not be connected to the Precinct’s water system.

Any Customer who has an irrigation system connected to the municipal water supply shall notify the Precinct of said system. Irrigation systems connected to the municipal water supply shall be designed and installed to sustain the landscape without creating runoff or direct overspray during a minimum operating duration.

In order to accomplish the above, all irrigation systems connected to the municipal water supply shall be equipped with a timing device that can be set to make the system conform to local watering restrictions. All irrigation systems will also be equipped with a rain and/or soil moisture sensing device that will prevent the system from starting automatically during periods of rain or high soil moisture. Irrigation heads will be positioned to avoid watering impervious surfaces including, but not limited to, sidewalks, roadways, driveways, patios, etc.

Customers with both an irrigation system and a swimming pool connected to the public water supply may have a single deduct meter serving both. Deduct meters shall be installed in accordance with Section 2.W. herein, under the heading "DEDUCT METERS”.

The Precinct reserves the right when necessary to conserve supply, to restrict further or prohibit the filling of swimming pools or use of outdoor irrigation systems. Failure to comply with any of the regulations contained in this section will result in discontinuance of service under the provisions of Section 2.P. herein, under the heading "DISCONTINUANCE OF SERVICE”. Service will not be turned back on until the violation has ceased to exist and minimum reconnection charge has been paid.

V. Domestic Meters:

The Precinct requires water meters on all domestic services, with the control valve arrangement described in Section 2.E. herein, under the heading "INTERIOR SHUTOFF VALVES". Meter selection and specification, including associated cables/wires and indoor/outdoor readers and transmitters, shall be at the discretion of the Precinct. Furthermore:

i) Meter bypasses are prohibited. Any Customer with a meter bypass is subject to disciplinary action by the Precinct, including but not limited to written warnings and/or fines established by the Precinct, up to a maximum of $10,000 per day per violation, as well as possible suspension or termination of service.

ii) The size of the meter will, in all cases, be determined by the Precinct and take into account, to the extent possible, the Customer's average and peak demands. Meters of any size will be required to be in proper working order at all times, and meter equipment found to be aged beyond design life or not in proper working order will be replaced or repaired with a Precinct-approved meter or parts, by the Precinct or its agents, at the Precinct's discretion and under terms and conditions set forth by the Precinct. Advances in technology may also necessitate metering equipment upgrades and/or replacement.

iii) All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building and the Customer shall provide and maintain a clean, dry, warm and accessible place therefore. Meters must not be closed in or built into cabinets or small spaces such as confined closets or under floors. The Customer must maintain unobstructed access to the meter so that it may be read and maintained. At a minimum, unobstructed access is a space of 36-inch width, 36-inch height and 16-inch depth around the meter and related valves and communication devices.

In cases where no such location is available or where the Customer's service pipe is not acceptable to the Precinct, including but not limited to situations where the service pipe length exceeds 150 feet, the Customer shall at their expense and at the Precinct's discretion provide a meter box/pit at the property line for the installation of such meter. At the box/pit, the Customer shall provide, at their cost, a meter horn with Precinct-approved ball valves on each side of the horn. The Customer is responsible for installing meter boxes/pits in a manner that protects the meter and piping from freezing, and for keeping the interior of the meter

box/pit neat, clean, and free of dirt, debris, and water.

iv) Meters once set may be changed in location at the request of the Customer, but only at their expense. All meter setting work shall be subject to the approval of the Precinct. Meters and related equipment, including cables/wires and outside readers/transmitters, shall be installed by the Precinct or its agents, at the Precinct's discretion. HVWP will furnish and own all domestic meters.

Customers requesting new service or a change in service requiring a new meter, and Customers requiring a new meter due to damages as outlined below, are responsible for the costs of the meter and installation. Replacement of a domestic meter by HVWP as part of regular meter upgrades is paid for by the Precinct, and will not be charged to the Customer as a separate bill.

v) It is prohibited to damage or tamper with the meter. Meters and related equipment shall be maintained in working condition at all times by the Customer. Damages to meters and related equipment, including cables/wires and outside readers/transmitters, caused by acts of the Customer, vandalization, or freezing shall be repaired at the Customer's expense by the Precinct or its agents, at the discretion of the Precinct.

vi) Tandem metering is not allowed, with the exception of authorized deduct metering as described in Section 2.W. herein, under the heading "DEDUCT METERS". Submetering of large multi-family residential complexes with a single service connection is allowed, so that Customers may improve the fairness and accuracy of tenant billing. However, submeters shall be installed, owned and maintained by the Customer, and the Precinct is not responsible for submeter reading, billing or expenses.

vii) Service lines for irrigation shall be metered separately, subject to the same requirements as for domestic meters.

viii) Meter testing is periodically requested by the Customer or required as part of routine water system maintenance. Routine testing will be free of charge to the Customer. Fees for Customer-requested tests will be paid for by the Customer, unless the meter is found to over-register by more than three (3) percent over all flow ranges. In the event of over-registration, the fee will be paid by the Precinct and the Precinct may consider refunding the percentage of error in billing computed for the impacted billing period, up to a maximum of one year. Under-registration may result in additional charges to the Customer based upon the percentage of

error in billing computed for the impacted billing period.

The Customer may be present when the Precinct conducts the test on their meter, or if they desire, send an expert or other appointed representative. The results of such test shall be made available in writing to the Customer. Meter testing will be completed in general accordance with the applicable standards of the American Water Works Association.

ix) In the event of meter failure or the absence of accurate meter readings for any reason, the Precinct reserves the right to estimate the water used during the impacted billing period. Estimates will take into account historical or typical usage, to the extent possible.

x) Upon request by the Precinct, the Customer shall provide access to the meter in a timely fashion. If the Precinct is unable to access the meter after two requests, service to the Customer may be suspended until access is granted.

xi) If the Customer is unable to temporarily shut off water during normal Precinct working hours for meter testing purposes, it is the responsibility of the Customer to provide parallel redundant meters in order to conduct in-place testing.

W. Deduct Meters:

A Customer may elect to install, at the Customer's expense, a deduct meter upstream of their exterior plumbing in order to take advantage of discounts offered by the Hooksett Sewer Commission (HSC). All deduct meters shall be installed, owned and maintained in accordance with the Precinct's *Deduct Meter Policy*, meeting the same specifications as for domestic meters and any applicable downstream backflow protection requirements. The Precinct will periodically read the deduct meter and provide that information to the HSC. No specific or implicit guarantee is given by the Precinct as to any discount which may be provided by the HSC.

X. Main Extensions:

All main extensions in the HVWP water system shall be at the discretion of the Precinct and all standard development fees shall apply. All main extensions shall be made only upon special contracts for each extension, which special contracts shall embody but are not limited to the following terms and conditions:

i) No extensions shall be made outside of the Precinct boundaries or which will serve any customers located outside of the Precinct boundaries. In the event persons residing outside of the Precinct boundaries shall desire service, such persons must first petition that the Precinct boundaries be changed to include the territory to be served. All petitions for a change of Precinct boundaries shall be filed with the Hooksett Town Council and ratified pursuant to NH RSA 52:5 (NH RSA 49-D:3 provides that a Town Council has all the powers and duties of selectmen). If the change of boundaries so petitioned for shall be approved, then the petitioners may apply to the Precinct for a main extension, in writing, on forms to be provided by the Precinct. If the application is accepted by the Precinct, the construction plans must be approved by the Precinct and, in some cases, NHDES.

ii) Extensions shall be made only in the rights of ways, easements, highways, streets, and roads which are laid out, in which grades have been established and which are dedicated to public use. Extensions in public easements shall be made only if (a) extension in public highways, streets and roads is not feasible, at the discretion of the Precinct, (b) the easement is permanent, approved by the Precinct and recorded in the County Registry and (c) said extension is in the public interest as determined by the Precinct. Within a State Limited Access Right of Way, a State Use & Occupancy Agreement is considered equivalent to an approved public easement.

iii) The Customer shall provide stamped engineered drawings to HVWP for review prior to approval and construction of the new water main or water main extension. The Customer shall provide any additional plans, specifications and other documentation related to their *Water Service Application* as requested by HVWP.

iv) The size and kind of pipe and all appurtenances shall be determined by the Precinct in accordance with conditions surrounding the extensions, including the possibility of future expansion and public fire protection. Dead ends shall be minimized by looping and making appropriate tie-ins wherever practical, to provide increased reliability of service; reduce head loss; improve water quality; and enhance fire protection via bidirectional flow.

v) All mains shall be placed at a depth of approximately six (6) feet and under such trench conditions and backfill conditions as prescribed by the Precinct. All main-related pipe materials, fittings, hydrants, and water works appurtenances will be as prescribed by the Precinct, including the mandatory use of tracer wire for all non-metallic lines and a minimum main diameter of

three (3) inches for mains that will not provide fire protection. All mains, including those located on private property which are connected to the HVWP water system, will be inspected prior to burial and installed in general accordance with HVWP's *Standard Specifications for Construction*; HVWP's *Flushing, Pressurization & Disinfection* guidelines; and the NH Code of Administrative Rules Chapter Env-Dw 400 under the heading "PUBLIC WATER SYSTEM CLASSIFICATION AND DESIGN". All requirements may be altered at any time by the Precinct, according to specific job site conditions.

vi) All extensions shall be paid for by the Customer or Customers to be served thereby. In the event the Customer or Customers shall install the extension, it shall be under the supervision of the Precinct or their authorized agent, and the workmanship and materials of such installation shall be guaranteed, in writing, by the Customer(s) for a period of three (3) or more years from the date such extension is accepted by the Precinct. The pipe line when installed, and accepted via signed acceptance agreement by the Precinct, shall belong to the Precinct and service shall be in accordance with this *Schedule for Service*, including the Precinct's terms and conditions and at the Precinct's established rates.

vii) In the event, within five (5) years after the date of the Precinct's acceptance of a main extension, petition is made for further extension of the main or service connection to the main, the petitioners requesting the further extension or service connection shall be required to contribute to the cost of the original extension based on a proportionate share of the actual cost of construction of the extension per running foot or other equitable manner of distribution of cost, as prescribed by the Precinct. Upon payment of such contribution, proportionate and equitable adjustments will be made and/or paid to the petitioners for the original extension as provided by the terms of the special contract for said extension.

The Precinct shall retain the right, at any time, to tap or connect into any main extension for purposes relating to water source, treatment, or distribution upgrades as deemed necessary or desirable by the Precinct, at no cost or contribution by the Precinct to the cost of the original extension.

viii) The Precinct may, from time to time on its own initiative, extend main lines in or to the public highways, streets and roads within its service area. Unless an alternative arrangement has been

approved in writing by the Precinct, if any potential or existing Customer seeks to be connected to said extension within five (5) years of its installation, the Customer shall incur a proportionate and equitable charge for such connection in addition to any other fee required. The amount of the extension charge required by this paragraph shall be equal to the per foot cost of installation incurred by HVWP multiplied by the number of frontage feet of the Customer's property to be served by the extension, or some other equitable manner of distribution of cost, as prescribed by HVWP.

Y. Work on Private Land:

Unless otherwise agreed in a specific contract, the burden of production and proof of which is upon the Customer, all water works, said term to be broadly defined and liberally construed, located on private property shall be maintained and monitored by the Customer and their property occupants (including but not limited to tenants/lessees). This includes but is not limited to the duty to monitor the performance of the water works; to periodically inspect said water works; and to maintain, including repair when necessary, the water works in accordance with best management practices. This shall be the sole and exclusive responsibility of the Customer and occupants of said property upon which such water works are located.

Repairs to water works located on private property, including all meters, fire hydrants and all water works appurtenances may be required, at the discretion of the Precinct, to be performed, supervised, and/or inspected by the Precinct or its agents, with all associated costs being borne by the Customer. In addition, if the Precinct performs repairs, the Precinct shall be reimbursed in full for its repairs and the Precinct is not responsible for damage to pavement, sidewalk, landscaping, lawns or other property covering curb or gate boxes or other water works appurtenances.

Z. Fire Flow Tests:

Fire flow tests shall be conducted by a qualified fire flow design professional on behalf of the Customer prior to HVWP design plan approval for any development proposal requiring a fire sprinkler system. Tests will be in compliance with all conditions set forth by Precinct personnel. Tests will be supervised by HVWP and will be billed to the Customer or their authorized agent. Hydrants and gate valves shall be operated only by Precinct staff. As a condition of the test, a copy of all acquired fire flow data and supporting calculations will be supplied to HVWP by the testing company.

HOOKSETT VILLAGE WATER PRECINCT

RATE AND FEE SCHEDULE

(Effective 1/1/2026)

DOMESTIC SERVICE RATES

0-10,000 gallons	$5.55/1000 gallons
10,001-25,000 gallons	$6.15/1000 gallons
25,001-75,000 gallons	$7.50/1000 gallons
75,001- 150,000 gallons	$7.95/1000 gallons
150,001 – 300,000 gallons	$8.40/1000 gallons
300,001 – 500,000 gallons	$9.05/1000 gallons
500,001 – 1,000,000 gallons	$9.75/1000 gallons
≥ 1,000,000 gallons	$10.25/1000 gallons

DOMESTIC SERVICE CHARGES

¾" Service	$92.50/ quarter
1" Service	$129.50/ quarter
1 ¼" Service	$148.00/ quarter
1 ½" Service	$166.50/ quarter
2" Service	$268.25/ quarter
3" Service	$1017.50/ quarter
4" Service	$1295.00/ quarter
6" Service	$1942.50/ quarter
8" Service	$2775.00/ quarter
10" Service	$3515.00/ quarter

Services with Deduct Meters: $7.50/quarter (additional)

SPRINKLER SERVICE CHARGES

10"	$1095.00/ quarter
8"	$695.00/ quarter
6"	$395.00/ quarter
4"	$270.00/ quarter
2"	$220.00/ quarter

HYDRANT SERVICE CHARGES

Private Hydrants $210.00/qtr

Public Hydrants $210.00/qtr

Bulk Hydrant Use $10.25/1000 gals

(designated hydrant; requires prior approval)

MISCELLANEOUS FEES

Final Bill Fee $85.00 ($135.00 ≤ 48 hrs)
New Service Application / ADU Review Fee $150.00
Turn on / Reconnection / Turn off Fee $50.00/event (on or off)
Tampering / Unauthorized Use $250.00 + 50,000 gallons (min.)
Returned payment Fee $45.00/check

Shutoff notification Fee $15.00/notice
Late payment Fee 12% of quarterly balance ($35 min.)
Backflow device inspection $60.00/inspection $30.00/re-inspection
Backflow device or meter test/re-test $60.00/each
Backflow device permit $50.00 (permit renewal $15/year)
Private hydrant flushing $95.00/hydrant/flush
Fire flow test Fee $250.00/test
Bacteria test $75.00/test
Project escrow administration fee 12%/invoice
Construction plan review, site inspection & site labor $95.00/hr min.
Non-construction site labor $50.00/hr ($75/hr after hrs; 2 hr min.)
Parts/materials/subcontractors @ Cost + 15%

TERMS OF PAYMENT

Quarterly water bills are rendered on or about January 1, April 1, July 1 and October 1. All bills, including those rendered at other times for miscellaneous services, are due and payable upon presentation. Bills may be estimated if needed.

A late payment charge will be added to any bill not paid by the due date, and a shutoff notice may be issued after the due date. Bills unpaid by the end of the quarter are also subject to 12% interest charges. Service may be discontinued for nonpayment of water bills or for a violation of the *Schedule for Water Service*.

The Precinct's terms and conditions in effect from time to time, where not inconsistent with any specific provision hereof, are a part of this *Rate and Fee Schedule*. A 10% senior (ages 65+) or veteran's discount is available on domestic services ≤1" for <10,000 gals/qtr.

SYSTEM DEVELOPMENT FEES

System development fees shall apply to any new or extended service connection utilizing Hooksett Village Water Precinct's water supply resources, regardless of whether the water main or service line being connected to is Precinct-owned or privately owned.

System development fees are one-time fees and are NOT related to other customer-borne expenses for any physical connection to HVWP infrastructure described in the *Schedule for Water Service*.

- Water Supply Development Fee: $750.00/Bedroom (Residential)
  OR $7.10/Gal x Design Flow (Non-Residential)
- Water Main Development Fee: $907.00/Bedroom (Residential)
  OR $6.35/Gal x Design Flow (Non-Residential)
- Fire Storage Development Fee: $1,257/ISLD (inch svc. line diam.)
  AND $6,521/Hydrant