

HOOKSETT VILLAGE
WATER PRECINCT

SCHEDULE
For
WATER SERVICE

Applicable in
HOOKSETT VILLAGE
New Hampshire

January 2023

Hooksett Village Water Precinct
Schedule for Water Service

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Schedule for Water Service

GENERAL INFORMATION

Territory to which schedule applies:

Those portions of the Hooksett Village Water Precinct where the Precinct is authorized to maintain water service.

Definitions:

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

The word "customer" shall be taken to mean any person, firm, corporation, town, government or governmental division supplied by such Precinct.

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."

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

Authority:

The HVWP Board of Commissioners reserves the right to amend the contents of this Service Schedule, including fees and/or rates at any time.

The following terms and conditions made by the Hooksett Village Water Precinct will 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 Service Schedule may result in suspension or termination of water service, as determined by the Board of Commissioners of Hooksett Village Water Precinct.

TERMS AND CONDITIONS

1. Application for service: All applications for the use of water must be in the form prescribed by the department stating fully

and truly the use to which the water is to be applied, and stating an accurate estimate of maximum gallons per day being requested. Such application is to be signed by the owner of the property or his duly authorized agent. A non-refundable administrative application fee must be paid in full at the time of application. An engineering study may be required, to be performed by a representative and/or consultant determined by the precinct, at the customer's expense, in order to determine availability of water. A "Water Availability Letter", in a form prescribed by the Precinct, may be issued by the Precinct upon determination by the Precinct and its consultants that water is available. 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 gallons per day usage, must be approved by the Board of Commissioners and may require additional connection fees or other fees.

An approved "Application For Water Service" is valid for two (2) years from date of approval. If an approved project has not reached completion (certificate of occupancy signed by the Precinct) by the end of two (2) years from the date of approval, the customer must file a new "Application For Water Service," with no guarantee of approval by the Precinct. If an "Application For Water Service" is not approved within two (2) years of the date of application, the "Application For Water Service" 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.

All connection and capital improvement fees and other accounts due the Precinct, its representatives and/or consultants must be paid in full by the customer 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 "Application For Water Service" is approved. No water utilities may be installed without an approved "Application For Water Service" signed by three Precinct commissioners.

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 under the heading "MAIN EXTENSIONS" found elsewhere in these tariffs, and a Hooksett Village Water Precinct Construction Agreement has been signed and construction escrow account and bonding requirements have been met. Hooksett Village Water Precinct Construction agreement forms may vary in content and will be determined by the Precinct.

2. Ownership and Maintenance of Service Pipe: All service pipes from the main up to the curb stop/box or gate/valve box, shall be owned and maintained by the Precinct unless located on private property. From and including the curb stop/box or gate/valve box

to the building, the service pipe and curb stop/box or gate/valve box shall be installed, owned and maintained by the customer. Repair costs for damage to curb/boxes or gate/valve boxes and/or resulting damage to curb stops/boxes or gate/valve boxes which are located on the customer property will be borne by the customer. All materials and workmanship must be approved before the water is turned on. All new service pipes, commencing from the main and including service/tapping saddles or sleeves, corporations, service pipe sleeves, curb stops, curb boxes, gate valves/boxes and rods, 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 Superintendent, unless otherwise agreed to by the Precinct. 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 may be required to be cut and/or capped in a manner prescribed by the Precinct, at the owner's expense, prior to demolition of a building or foundation of a premises serviced by the HVWP water system. It is the responsibility of the owner to maintain markings and locations of curb boxes/gates.

3. Extension of Service Pipe: Any extension of service pipe or extension of service pipe from main pipe on private property shall be at the discretion of the Board of Commissioners and shall be made only upon special contract prescribed by the Precinct, and all standard connection fees shall apply. The property owner shall be responsible for all water works and appurtenances associated with such extension and all "Additional Regulations Regarding Water Works Located on Private Land" found elsewhere in these tariffs shall apply. The Precinct shall not be responsible for consequences of any kind arising from such extension of Service Pipe.

4. 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 Board of Water Commissioners and the owner gives his permission, but entirely at the expense of the customer.

5. Stop and Waste Cock: Every service must be provided with a Precinct-approved ball valve with stop and waste cock located inside the building near the service entrance, easily accessible and protected from freezing. All piping shall be so arranged as to permit drainage whenever necessary.

6. 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. No cross-connection between the public water supply system or any other supply will be 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 Code of Administrative Rules WS 314 "Cross Connections."

a) Where it becomes necessary to thaw a frozen pipe, and it cannot be determined where it is frozen, the Precinct, at the customer's request, and with signed agreement for same, will undertake the thawing of the same. One half (1/2) of the cost to the Precinct shall be paid by the customer.

b) If at the request of the customer the service has to be shut, the customer shall be responsible for the Precinct's turn off charges; which shall be added to the customer's next quarterly bill. From November 1 to April 30th, shut offs will be performed for non-payment or an emergency, as deemed necessary by HVWP. Shut offs for installation, repair, or maintenance of deduct meters, irrigation equipment, and/or their associated plumbing will not be considered an emergency.

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

d) Backflow prevention: All backflow prevention requirements, devices, and procedures shall be in accordance with HVWP's "Cross Connection Control Program" on file with the NHDES. A back-flow prevention device shall be installed wherever a potential threat to the potability of the water system can be shown to exist. These devices shall be of a design approved by the NHDES and the Precinct. A list of such devices is available at the Precinct's offices. All such devices shall be located at the service entrance, near and downstream from the meter. The Precinct reserves the right to require periodic testing, inspection and necessary repair to all such protective devices, at the customer's expense.

e) The Precinct will not make service connections to any customer not having approved frontage on a highway, street, or road in which grades have been established and which are dedicated to public use, accepted by the town, and which has an existing main pipe.

f) All mains and services shall be placed at a depth and under such trench conditions and backfill conditions as prescribed by the Superintendent of Hooksett Village Water Precinct. All

pipe materials, fittings, hydrants, meters, and all water works appurtenances will be as prescribed by the Superintendent of Hooksett Village Water Precinct, including those located on private property which are connected to the HVWP water system. All requirements may be altered at any time by the Superintendent, according to specific job site conditions.

7. Safeguarding Use of Hot Water Tanks: All customers having direct pressure hot water tanks and/or forced hot water boilers should place proper vacuum and relief valves in the pipe system to prevent any damage to such tanks should it become necessary to shut off the water on the street mains or service pipes. The Precinct will not supply water to premises where direct pressure hot water tanks and/or forced hot water boilers or appliances are used except at the risk of the customer.

8. Joint Use of Water main or Service Pipe Trench: 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 permit must be obtained from the Board of Water Commissioners. Otherwise placement of water mains, service pipes or other appurtenances and proximity to other utilities will be at the discretion of the Superintendent of the Hooksett Village Water Precinct or his designee.

9. Winter Construction: No new service pipes or extension of main pipes will be installed between November 1st and April 30th, except as determined by the Board of Commissioners.

10. Responsibility for Water Charges: Where there is more than one occupant of a building supplied with water, the plumbing must be so arranged as to permit a separate service for each place of business or abode. Unless otherwise arranged, and approved by the Board of Commissioners of the Precinct, the owner of the premises provided with Precinct water service is responsible for all accounts and charges related to such service.

11. Bills Payable: 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 his bill does not relieve him of the obligation of its payment nor from the consequences of nonpayment.

12. Unauthorized Use of Water: Use of water is confined to the premises named in the contract. No customer shall supply another not mentioned in the Application For Water, nor shall he use it for any purpose not mentioned in his application. No person shall

obtain water from any hydrant, fountain, or other fixture of the Precinct without previous consent of the Board of Water Commissioners. Any unauthorized use may be prosecuted.

13. Use of Hose and Lawn Sprinklers: When necessary to conserve supply, the Board of Commissioners may restrict or prohibit the use of both hose and sprinklers, and prohibit the filling of pools and use of all outdoor irrigation.

14. Access to Premises: The offices or agents of the Precinct shall have free access to all 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, and to enforce these terms and conditions.

15. Discontinuance of Service: Service may be discontinued 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. Any bill not paid within thirty (30) days after becoming due shall be considered delinquent. Before service is discontinued, written notice to that affect shall be sent to the customer, at least seven days in advance, except that service may be discontinued without notice in case of fraudulent use or violation of Rule 6, of these Terms and Conditions. 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 of these terms and conditions.

16. No Liability for Interrupted or Unsatisfactory Service: 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 will not be responsible 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 will not be responsible for damage caused by dirty water which may occasionally occur due to normal operations and emergencies.

17. Public Hydrants: 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, but in no case shall hydrants be opened or operated by any person other than an agent of the Precinct. 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.

18. No Tampering with Precinct Property: All gates, valves, shut-offs, and standpipes which are the property of the Precinct are not to be opened or closed, or in any other way tampered with, by any person other than an authorized agent of the Precinct.

19. Private Fire Protection: Customers desiring private fire protection must consult before installation, with the Board of Water Commissioners 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 fire connection service itself shall be less than six inches (6") in diameter. All sprinkler pipes and other private fire connection pipes shall be so placed as to be readily inspected, or any unauthorized connections are in existence, meters shall be installed on each service at the expense of the customer. Private fire hydrants may be required to be flushed, at the discretion of the Precinct, with such flushing to be performed by Precinct personnel or its agents. Private fire hydrant flushing will be billed directly to the owner. The owner of a private hydrant 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. Private fire hydrant maintenance and repair shall be the responsibility of the owner of the hydrant.

20. Swimming Pools: The availability of water service from the Precinct mains to supply swimming pools is restricted to those locations where there is adequate main capacity and adequate pressure, and where the service to other customers will not be impaired thereby.

In order to avoid impairment of service to other customers, refilling of pools shall be confined to the hours between 9 P.M. and 5 A.M. of the day following. The Precinct reserves the right when necessary to conserve supply, to restrict further or prohibit the filling of swimming pools.

Failure to comply with any of the regulations contained in this section will result in discontinuance of service at the main, that is to the entire property, under the provisions of Rule 18. Service will not again be connected until the violation has ceased to exist and minimum reconnection charge has been paid.

21. Meters:

a) The Precinct requires water meters on all services.

b) The size of the meter will, in all cases, be determined by the Superintendent.

c) Meters of any size will be required to be in proper working order at all times, and meters found to be aged or not in proper working order will be replaced or repaired with a precinct-approved meter or parts, by the Precinct or customer, at the Precinct's discretion and under terms and conditions set forth by the Precinct.

d) 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. In cases where no such location is available or where the customer's service pipe is not acceptable to the Precinct, the customer shall at his expense provide a meter pit at the property line for the installation of such meter. At the location of the meter, the customer shall provide, at his own cost, a meter horn with a ball valve on each side of the horn. The cost of a $\frac{3}{4}$ " meter for a single-family dwelling shall be borne by the Precinct.

The cost of meters greater than $\frac{3}{4}$ " will be borne by the customer. Meters once set may be changed in location at the request of the customer, but only at his expense. All work shall be subject to the approval of the Precinct. Damages to meters or outside readers caused by acts of the customer, vandalization, or by freezing shall be repaired at the customer's expense by the agents of the Precinct or the customer, at the discretion of the Precinct. Cable/wires to connect outside readers shall be installed by the customer or the Precinct, at the Precinct's discretion, and maintained in working condition by the customer, and the type of cable/wire determined by the Precinct.

22. Main Extensions: All main extensions in the Precinct shall be at the discretion of the Board of Commissioners and all standard connection 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.

a) 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 RSA 52:5 (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 persons desiring service shall petition the Board of Water Commissioners for a main extension, in writing, on forms to be provided by the Precinct.

b) Extensions shall be made only in the rights of ways, highways, streets, and roads which are laid out, in which grades have been established and which are dedicated to public use.

c) The size and kind of pipe and all appurtenances shall be determined by the Board of Water Commissioners in accordance with conditions surrounding the extensions, including the possibility of future expansion and public fire protection.

d) 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 Superintendent or authorized representative of the Precinct, and the workmanship and materials of such installation shall be guaranteed, in writing, by the customer for a period of three or more years from the date such extension is accepted by the Hooksett Village Water 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 the Precinct's terms and conditions and at the Precinct's established rate.

e) 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 in such a manner that the contribution is proportionate to the cost of the original extension, in a manner 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.

23. Work on Private Land: Unless otherwise agreed in a specific contract, the burden of production and proof of which is upon the customer and/or private property owner, all water works, said term to be broadly defined and liberally construed, located on private property shall be maintained and monitored by the owner of

the property and/or occupier thereof. This includes but is not limited to the duty to monitor the performance of the water works, to periodically inspect said water works and maintain and/or repair when necessary and/or when best practices dictate. This shall be the sole and exclusive responsibility of the owner and/or occupier 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 property owner. In addition, if the Precinct is required to perform 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 and reserves the right to access all such shut offs at any time.

24. Fire Flow tests: Fire flows will be conducted by the contractor or developer's vendor and will be in compliance with all conditions set forth by HVWP personnel. Fire flows will be supervised by HVWP and will be billed to the owner or owner's representative. As a condition of the fire flow test, a copy of all acquired fire flow data will be supplied to HVWP by the company performing the fire flow test.

HOOKSETT VILLAGE WATER PRECINCT

RATE AND FEE SCHEDULE

(Effective 1/1/2023)

DOMESTIC SERVICE RATES

| | |
|---------------------------|---------------------|
| 0-10,000 gallons | \$5.25/1000 gallons |
| 10,001-25,000 gallons | \$5.75/1000 gallons |
| 25,001-75,000 gallons | \$7.10/1000 gallons |
| 75,001- 150,000 gallons | \$7.40/1000 gallons |
| 150,001 - 300,000 gallons | \$7.70/1000 gallons |
| 300,001 - 500,000 gallons | \$8.10/1000 gallons |
| ≥ 500,001 gallons | \$8.80/1000 gallons |

DOMESTIC SERVICE CHARGES

| | |
|--------------|--------------------|
| ¾" Service | \$79.00/ quarter |
| 1" Service | \$110.60/ quarter |
| 1 ¼" Service | \$126.40/ quarter |
| 1 ½" Service | \$142.20/ quarter |
| 2" Service | \$229.10/ quarter |
| 3" Service | \$869.00/ quarter |
| 4" Service | \$1106.00/ quarter |
| 6" Service | \$1659.00/ quarter |
| 8" Service | \$2370.00/ quarter |
| 10" Service | \$3002.00/ quarter |

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

SPRINKLER SERVICE CHARGES

| | |
|-----|--------------------|
| 10" | \$1075.00/ quarter |
| 8" | \$675.00/ quarter |
| 6" | \$375.00/ quarter |
| 4" | \$250.00/ quarter |
| 2" | \$200.00/ quarter |

HYDRANT SERVICE CHARGES

| | |
|--|------------------|
| Private Hydrants | \$195.00/qtr |
| Public Hydrants | \$195.00/qtr |
| Bulk Hydrant Use | \$8.80/1000 gals |
| <i>(designated hydrant; requires prior approval)</i> | |

MISCELLANEOUS FEES

Final Bill Fee \$75.00 (\$125.00 ≤ 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 check 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 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 \$225.00/test
Bacteria test \$75.00/test
Project escrow administration fee 12%/invoice
Construction plan review and construction site labor \$85.00/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 February 1, May 1, August 1 and November 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 citizen (ages 65+) 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*.

- Residential Development Fee: \$900.00/Bedroom, min. \$2,000.00
- Commercial Development Fee: \$6.00/Gal/Day, min. \$2,000.00
- Source Development Fee: 50% of Res./Comm. Fee, min. \$1,000.00
- Fire System Development Fee: \$5,500/ISLD (inch svc. line diam.)