



# **Water Rules & Regulations**

**Adopted as Revised**

**June 22, 2022**

**by the Board of Commissioners**

**NORTH CONWAY WATER PRECINCT  
WATER USE RULES & REGULATIONS**

**Revised / Adopted June 22, 2022**

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## General Information

By virtue of statutory powers including New Hampshire Revised Statutes RSA38:16 and other powers, the Board of Commissioners of the North Conway Water Precinct has established the following rules and regulations for the conduct of business of the Water Precinct. All customers will be bound thereby and further bound to take water only for the purposes stated in the application of the customer and in accordance with these rules and regulations.

A map showing the extent of the water system and the territory served is on file at the North Conway Water Precinct Office, 104 Sawmill Lane, North Conway, New Hampshire.

## Article I Definitions

1. "Backflow Preventer" shall mean a device or system designed to prevent backflow or back-siphonage.
2. "Buy-In Fees" are charges assessed to customers requesting a new or expanded by the Precinct water system. The fees represent the equity value to the Customer resulting from the new connection to and/or expanded service from the Precinct's water system.
3. "Commercial Property" shall mean property developed or used for industry, commerce, trade, recreation, or business purposes whether for profit or nonprofit.
4. "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 water of unknown or questionable safety and/or steam, chemicals, gases or other contaminants whereby the possibility exists that there may be a flow of an unapproved water into NCWP water supply.
5. "Curb Stop" is the shut off (in the service pipe) at the property line between the water main and the meter on the premises of the customer.
6. "Customer" shall mean any person, firm, corporation, body politic or organization of any type supplied with water or sewer service by the North Conway Water Precinct.
7. "Customer's Water Service" shall mean all plumbing, fittings, appurtenances, pipes, and valves after the curb stop and/or gate valve in the public right of way used to convey water from the water main to, and within, the property and appliances on the property.
8. "Discontinuance" of service shall mean NCWP personnel physically shutting off the water service.
9. Dwelling Unit-One or more rooms arranged for the use of one or more individuals living as a single housekeeping unit, with cooking, living, sanitary and sleeping facilities.
10. "Easement" shall mean an acquired legal interest for a specific and limited use of land owned by others.
11. "EPA" shall mean the United States Environmental Protection Agency.
12. "Irrigation Meter" means a water meter purchased from and installed by the Precinct for the purpose of metering water used in such a manner that it does not enter the sewer collection system.

13. "Main Pipe" is the water main so-called, from which service connections are made to supply water to customers.
14. "May" is permissive (see "shall", Sec. 25).
15. "Meter" shall mean a measuring device installed for the purpose of monitoring water usage as a basis for determining charges for water and/or sewer collection service(s).
16. "Multi-Family Residential Property" shall mean properties containing two or more dwelling units provided that none of the dwelling units or rooms therein are available for short term rental. A Multi-Family Residential Property with a dwelling unit(s) or rooms available for short-term rental will be considered Commercial Property.
17. "Official Notice" shall mean notice of change of address, violation, billing, or breach of any of these Rules and Regulations, and shall be deemed to have been given if sent by U.S. Mail at the address provided in the permit application.
18. "Precinct Water System" shall mean the water mains and service pipes, both domestic and fire, within the limits of the public right of way or easements granted to the Precinct, up to and including the first curb stop and/or gate valve for a Customer's service and including the water Meter.
19. "Premises" shall mean a tract of land with or without buildings thereon.
20. "Rate Schedule" shall mean the schedule of water, sewer, and labor rates; Investment fees; and equipment costs most recently approved by the Board of Commissioners.
21. "Reestablishment" of service shall mean NCWP personnel physically turning on the water service.
22. "Residential Property" means property containing a single dwelling unit occupied by the property owner and/or not available for short-term rental. A Residential Property available as a single unit or by room for short-term rental shall be considered a Commercial Property.
23. "Seasonal Service" shall mean water service provided to a Customer during a limited portion of the calendar year with the expectation that service will be temporarily discontinued and then reactivated the following season.
24. "Service Pipe" is the pipe running from the main pipe to the building or meter on the premises of the customer.
25. "Shall" is mandatory (see "may", Sec. 14).
26. "Short-term Rental" means an agreement, whether written or oral, to rent or lease a dwelling unit(s) or rooms therein for a term of less than 6 consecutive months to the same individual.

27. "State" shall mean the State of New Hampshire.
28. "Superintendent" shall mean the Superintendent of the North Conway Water Precinct, or his authorized deputy, agent, or representative.
29. "Water Meter" shall mean a water volume measuring and recording device, furnished and/or installed by a user and approved by the American Water Works Association.
30. The words "Water Precinct", "Precinct", or "NCWP" shall mean the North Conway Water Precinct as represented by the Water Precinct Superintendent, Board of Commissioners, or its Chair.
31. "Water Specifications" shall mean the description of required and/or approved materials and work practices as updated by the Superintendent and attached to these Water Rules & Regulations.

## Article II Abbreviations

1. BOCA - Building Officials and Code Administrators – Basic National Building Codes
2. ISO - Insurance Service Office
3. NFPA - National Fire Protection
4. GA – Gallons

## Article III Terms and Conditions

The following terms and conditions are part of the Rules and Regulations of the Precinct and the delivery of water services is conditional upon their acceptance. All or any part of their terms, conditions, and rates may be changed or deleted and new terms, conditions, or rates may be added at any time by the Commissioners, when in their opinion, it is deemed to be in the best interest of the general public, the water customer, or the Precinct to do so.

### A. AGREEMENT

#### 1. Acceptance by Customer

The following rules and regulations, and such regulations as may be hereafter adopted by the Commissioners of the North Conway Water Precinct, shall be part of the contract with every Customer. Acceptance by the Customer of Precinct water and/or sewer services shall constitute incorporation of these rules and regulations into the agreement between the Precinct and the Customer.

#### 2. Ownership

The Precinct owns and maintains the Precinct Water System. The Customer owns and maintains the Customer's Water Service.

##### a. Private Property

In a private development, the property owner (e.g., the developer, Owners Association, etc.) shall maintain the water and sewer system in a private street or line. The Precinct may elect, at the discretion of the Commissioners, to accept responsibility for operation and maintenance of the water system if ALL of the following conditions are met:

- i. The Precinct has been granted an easement approved by the Commissioners providing Precinct access and rights to operate, maintain, and repair water system components within the easement area, AND
- ii. The water system components meet all of the materials and installation requirements as outlined in the Precinct Water Specifications.

#### 3. Access by Precinct Personnel

a. Acceptance of water service by Customer grants the right of access to property served by the Precinct Water System, at all reasonable hours, to Precinct personnel for the following:

- iii. Inspection, testing, repair, or replacement of Meter
- iv. Inspection, testing, repair, replacement, or operation of curb stops or gate valves
- v. Inspection, testing, repair, or replacement of backflow devices
- vi. Examination of pipes, fixtures, connection, and the manner of water use.
- vii. Any other reason deemed by the Superintendent to have potential negative



impact on the Precinct Water System if not inspected, tested, repaired, or replaced.

- b. The customer agrees to indemnify and hold harmless NCWP, its agents and employees from any and all liability, claims, and causes of action arising out of any such entry or inspection.
- c. In the event the Customer refuses entry after reasonable notice, NCWP shall petition a court for an order permitting entry. If a court of competent jurisdiction determines that the Customer's refusal was unreasonably withheld, NCWP shall seek a court order for reimbursement of its reasonable attorney's fees and costs.

#### B. METERED SERVICE

Only metered water service is available to those wishing to take water from the North Conway Water Precinct.

#### C. INTERRUPTIONS

The North Conway Water Precinct does not guarantee an uninterrupted or unlimited full supply of water but will act in good faith to provide reliable service.

#### D. WATER USE RESTRICTIONS

NCWP reserves the right to impose, and Customer agrees to abide by, mandatory water use restrictions in the event of conditions which threaten the quantity or quality of the available water supply. These conditions may include, but are not limited to:

1. Drought or other natural disasters
2. Interruption or loss of supply capacity
3. Interruption or loss of distribution capacity or distribution system integrity
4. Contamination of source or supply

#### E. FORTHRIGHT REPRESENTATION OF CUSTOMER'S PROPERTY

1. Customer agrees to accurately represent the use (and therefore the Service Account Class) of Customer's premises at all times.
2. Customer agrees to notify NCWP of any change in use of Premises within thirty (30) days of such a change.

#### F. NO LIABILITY FOR INTERRUPTED OR UNSATISFACTORY SERVICE

1. NCWP 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.
2. If, by reason of shortage of supply, for the purpose of making repairs, extensions, or

connections, or for any other reason beyond the control of NCWP, it becomes necessary to shut off water in the mains, NCWP will not be responsible and have no liability, directly or indirectly for claims for any damages occasioned by such shutoff.

3. NCWP is not responsible for any damage or leaks within Customer's water service caused by shutoffs in the mains or service pipes. All Customers with direct pressure hot water tanks or appliances are responsible for installing proper automatic vacuum and relief valves in the pipe system to prevent damage to such tanks or appliances in the event of a shut off of water.
4. Notice of shutoff will be given when practicable, but nothing in this rule shall be construed as requiring the giving of such notice.
5. NCWP will not be responsible for damage caused by dirty water, which may be occasioned by cleaning pipes, reservoirs or standpipes, or the opening of any gates or hydrants unless the damage is caused by or occasioned by gross negligence of the Precinct.
6. NCWP will publish notices when the water turbidity is in excess of that prescribed by law.
7. No refunds of charges will be allowed in the event of mandatory water use restrictions.
8. Refunds may be considered by NCWP if the interruption is in effect for a continuous period in excess of ten (10) days, in which case a request for a proportional refund may be considered.
9. The Board of Commissioners shall have final say on the approval of all refunds for interrupted or unsatisfactory service.

#### G. UNAUTHORIZED USE OF WATER

1. Use of water is confined to the premises identified in the service account. No Customer shall supply another property or individual not entitled to the use of water, nor shall the Customer use it for any purposes not stated in their application.
2. No person shall obtain water service from any hydrant, fountain, or other fixture of NCWP without the prior consent of NCWP.
  - a. NWCP maintains a yard hydrant adjacent to NCWP's well building on River Road. This yard hydrant is free for public use up to a quantity of 10 gallons per day. Use of this hydrant for commercial purposes or in quantities exceeding 10 gallons per day is not permitted without prior written permission from NCWP.

#### H. LIMIT OF LIABILITY

1. NCWP shall not be liable for any damage to Customer's property caused by leaks within, or failure of, Customer's Water Service.
2. 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 building water service as set forth in these Rules and Regulations.

## Article IV Use of Public Water System

### A. SERVICE ACCOUNT CLASSES

NCWP reserves the right to investigate the actual use of all properties receiving water and/or sewer service from NCWP and to determine the appropriate account class for each property at its sole discretion.

1. Residential Account Class
  - a. Residential Property shall be as defined in Article I.
  - b. If a Residential Property contains an accessory dwelling unit, that property shall be considered a Commercial Property if the principal dwelling unit and/or the accessory dwelling unit, or rooms in either of the units, are available for short-term rental. A condominium qualifies as a Residential Property except:
    - i. A condominium containing more than one dwelling unit separated by doors with different keyed locks shall be considered a Multi-Family Residential Property.
    - ii. A condominium available, as a unit or by room, for short-term rental shall be considered a Commercial Property.
2. Multi-Family Residential Account Class
  - a. Multi-Family Residential Property shall be as defined in Article 1.
3. Commercial Account Class
  - a. Commercial Property shall be as defined in Article 1.
  - b. Property which would otherwise be considered Residential or Multi-Family Residential Property that is available for short-term rental shall be considered Commercial Property.
4. Fees for service shall be to Customers based on Service Account Class as determined by NCWP and as defined in the current Rate Schedule.
5. Customer shall notify NCWP within thirty (30) days if changes in property use affecting Service Account Class occur.
  - a. The penalty for failure to notify NCWP of a change in property use shall be as set in the current Rate Schedule.

### B. APPLICATION FOR SERVICE

1. Application for water and sewer service must be made in writing to the office of NCWP on forms provided by NCWP. An acceptance by NCWP of the application shall constitute a contract between NCWP and the property owner, obligating the applicant to pay NCWP its established rates and charges and comply with the Rules and Regulations.

2. NCWP reserves the right to assign the size and location of any water service or main for domestic, commercial, or fire protection usage. The minimal size of service piping shall be in compliance with the most current BOCA plumbing code.
3. For new or expanded water services, NCWP reserves the right to require the Customer to install new, or upgrade existing water main or water main extensions, at Customer's expense, as deemed appropriate by the Superintendent prior to connection of the new service.
  - a. Customer shall provide stamped engineered drawings to NCWP for review prior to approval and construction of the new water main or water main extension.
  - b. Customer shall provide additional plans, specifications, and other documentation related to Customer's Water Service as requested by NCWP.
  - c. New water main and service shall conform with NCWP specifications.
4. Applications will be accepted subject to there being an existing main in a street or right-of-way abutting the premises to be serviced and only if adequate pressure and flow exists, but acceptance shall in no way obligate NCWP to extend its main to service the premises.
  - a. NCWP shall not extend its main or allow a contractor to extend the main unless 40 PSI or greater of static pressure is available at the first-floor elevation of the premises.
5. Service shall not be established or reestablished until Investment Fees and all fees for NCWP-provided services and materials are paid in full.

#### C. TEMPORARY SERVICE

1. Application of builders, contractors, real estate developers and others for temporary water service will be accepted and temporary water service will be supplied providing, when in the opinion of NCWP, it does not interfere with the use of water for general purposes and is not detrimental to NCWP operations.
  - a. The quantity of water taken for such purposes shall be determined by meter and shall be paid for in accordance with the current Rate Schedule.
  - b. Customers requiring temporary water service shall reimburse NCWP for all expenses in conjunction with providing the necessary temporary service connections.
  - c. An approved backflow prevention device will be utilized commensurate with the degree of hazard involved.
2. When permission to open a street cannot be obtained or when for any physical reason, or it is impractical to make excavation and provide independent service, water may be furnished temporarily from an adjacent service at the sole discretion of NCWP.

- a. Adjacent Customer must also approve the temporary water connection.
- b. Such service delivery shall be entirely at the expense of the Customer requesting the service.
- c. Application must be in writing and approved by NCWP Superintendent.
- d. An approved backflow prevention device will be utilized.

#### D. SEASONAL SERVICE

1. A Customer shall request seasonal service at their premises in writing to NCWP.
2. Seasonal services are subject to water turn-on and shut-off fees as described in the current Rate Schedule.
3. Water furnished through seasonal services will be furnished only from May 1 to October 1, except that NCWP may render services before and after these dates if deemed advisable.
4. Surface pipes for seasonal service are not permitted.

#### E. CROSS CONNECTIONS

1. Cross-Connection Control
  - a. NCWP has published an established set of rules to administer a cross-connection control program to protect the public water supply system. Customer shall abide by all requirements outlined in Appendix B: Cross-Connection Control.
  - b. No cross connection within the system will be allowed unless protected by an approved backflow preventor, commensurate with the degree of potential hazard, located so that all water supplied to the property shall pass the protective device.
2. Customer shall ensure that backflow prevention preventor(s) are tested as prescribed in Appendix B: Cross-Connection.
  - a. NCWP shall by default test and repair all non-fire service backflow preventors, unless notified in writing by Customer that Customer has retained backflow preventor test services from another certified tester.
  - b. NCWP shall publish rates and fees for testing and maintenance of performed by NCWP personnel. Such rates shall be charged as defined in the current Rate Schedule.
  - c. NCWP will not test fire service backflow preventors. Customer shall retain a licensed backflow preventor tester to perform required testing as outlined in Appendix B: Cross Connection.
  - d. Customer shall ensure that NCWP receives results of all backflow tests by outside certified testers.
3. Customers in violation of cross-connection control rules outlined here and/or in

Appendix B are subject to fees as defined in the current Rate Schedule. NCWP reserves the right to discontinue water service for any Customer found to be in violation of cross-connection control rules until such a time as the violation is remedied.

#### F. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS

1. No Customer shall install or use water consumption apparatus which will affect NCWP pressure or operating conditions resulting in interference with the service of another Customer. Where a Customer has or proposes to install apparatus which requires water in sudden and/or material quantities with the potential to impair pressure to the detriment, damage, or disadvantage of other Customers, NCWP reserves the right to require such Customer to install devices or apparatus to confine such fluctuation of demand or reduction of pressure within reasonable limits as determined by NCWP.
2. If the customer, after receiving written notice from the Precinct, fails to present and implement an acceptable remedial plan with a pressure limit set by NCWP, service will be discontinued.

#### G. RESPONSIBILITY FOR WATER CHARGES

1. Charges for services furnished by NCWP or under any agreement between NCWP and the customer shall continue to the end of the term specified or until such time as NCWP shall receive reasonable notice from the customer as defined in Section L.5 of a desire to terminate the service.
2. Bills for water service will be due and payable upon presentation of the bill.
  - a. The failure of the customer or representative to receive written notice of the water bill does not relieve the customer of their obligation to make payment or from the consequences of their non-payment.
  - b. All charges are due and payable upon presentation of the bill and are past due thirty (30) days after the date of the bill.
  - c. The Superintendent or his representatives are not authorized to accept monies due NCWP by delinquent customers. All payments must be received at NCWP Office.
  - d. Failure to make payment when due shall entitle NCWP to seek collection and recover all costs of collection including reasonable attorney fees and costs.
3. NCWP requires that there shall be a minimum of one meter per building unit. It shall be deemed a violation of the contract between NCWP and the Customer if a Customer is found to be extending his water service to another building or unit located on the same premises without having notified NCWP and having obtained NCWP's prior written permission for such extension. The practice shall

be considered as “unauthorized use of water” and subject to the penalty defined in the current Rate Schedule.

4. Where there is one or more customer units in a building supplied with the water, the owner of the premises shall be responsible for payment of all charges for the water service rendered to the property as defined in the current Rate Schedule.
  - a. If a Customer is a lessee, the property owner and the Customer shall be jointly and severally liable for the charges and fees for water service irrespective of lease provisions. NCWP is not bound by private agreements between a property owner and a lessee.
5. If a developer proposes connection of a project having a condominium form of ownership, which will eventually be operated and managed by an Association of Owners, the following rules shall apply:
  - a. For new or totally re-plumbed and remodeled free-standing structures, single residential meters to each unit shall be required. Each unit owner will apply for service and establish an account with NCWP as an individual customer.
  - b. For a condominium or a conversion of an apartment building having a single master meter, the Association of Owners will be responsible for payment of the water charges as defined in the current Rate Schedule.
    - i. The Association Owners shall pay the minimum per unit base cost (for each unit), plus any additional consumption charges for water use over the customer base.
6. If a Customer’s water meter is inoperative or fails to register, the Customer will be charged for use at the average daily consumption rate as determined from the last billing period for which the meter was operational in its entirety.

#### H. DEPOSITS

When, in the discretion of NCWP, a customer’s credit is or becomes impaired, NCWP may, when it deems it necessary to guarantee payment of current bills, require a deposit. Such deposit shall be refunded when the customer has established credit to the satisfaction of the Commissioners.

#### I. DISCONTINUATION OF SERVICE

1. Service may be discontinued by reason of non-payment of water bills or violation of any rule or regulation contained or referenced herein.
  - a. If a bill for water service is not paid within thirty (30) days after the due date; NCWP reserves the right to discontinue the service fourteen (14) days from the date of mailing a shut-off notice to the customer and the owner of property at the addresses on file at NCWP office.
  - b. Service shall not be reestablished until all previous charges for water including



penalties have been paid plus the reconnection fee.

- c. All charges for water shall constitute a lien, in accordance with NHRSA 38:22.
2. Service will also be discontinued without notice in cases of fraudulent use and/or violation of RSA 539:7 (Theft of Services).
3. When service has been discontinued for non-payment of a bill, the charge for reestablishment of service shall include all costs of discontinuing and reestablishing the water service and an estimated amount(deposit) payable in advance for future service.
4. Services, once discontinued, may not be reestablished until the cause of complaint resulting in discontinuance of service has been removed and until relevant charges, past due balances and any required deposit, have been paid in full.
5. The Customer shall provide Twenty-four (24) hours advance notice for Customer-requested discontinuance or reestablishment of water service.
  - a. The charges for turning water on or off (by appointment) at the Customer's request shall be posted at the Office of NCWP. Only personnel of NCWP may turn water on and off at curb stop or gate valve locations.

#### J. TRANSFER OF WATER SERVICE

1. Whenever an owner sells or transfers property with existing water service, the owner or his agent shall promptly notify NCWP in writing, giving the name and address of the new owners.
2. All previous charges for the services, charges and fees of an established customer must be paid, in full, prior to transfer of water service to a new customer at the same service.
3. The new owner shall complete an application for service to become a Customer. New owners have no right to continued use of the water service at the premises until such application for service is received and approved by NCWP.

#### K. ABATEMENTS

NCWP Board of Commissioners will act as a board of adjustment and will review and render decisions for requests for abatements or adjustments.

#### L. METERS

1. The location, size and type of water meters will be determined by NCWP for all services and structures serviced by NCWP.
2. All meters remain property of NCWP.
3. Meter Settings:
  - a. All meters shall be set, as nearly as possible, at the point of entrance of the

- service pipe to the building, in a proper and readily accessible location for all purposes, including removal, and must have a meter setter with valve on the street side of the meter and a backflow prevention device on the customer side of the meter.
- b. The entire cost of the installation shall be borne by the customer.
  - c. Meters once set may be changed in location at the request and sole expense of the customer, provided such change has been duly authorized by NCWP.
  - d. Meters must not be closed in or built into cabinets or small spaces such as confined closets or under floors.
  - e. For multi-unit buildings with more than two (2) meters, Customer shall provide a utility room readily accessible from the building exterior in which all meters shall be located. This utility room must protect the meters and associated water service piping from freezing and provide reasonable access to the meters and backflow devices by NCWP personnel.
4. Meter Boxes and/or Pits:
- a. Meter boxes and/or pits shall only be allowed upon written permission from NCWP Superintendent.
  - b. The Customer shall bear the full cost of purchase and installation of the meter box and/or pit.
  - c. All meter boxes/pits shall be accessible by NCWP personnel and safe for entry without the use of confined space entry safety equipment. If, at the discretion of NCWP, confined space entry safety equipment is needed to access the meter box/pit, the customer will be charged for the additional time and equipment required to perform a safe entry at rates defined in the current Rate Schedule.
  - d. The customer is responsible for keeping the interior of the meter box and/or pit neat, clean, and free of dirt, debris, and water. If the Precinct needs to clean or pump the meter box or pit in order to safely access the meter, the customer will be charged for that work at rates set in the current Rate Schedule.
  - e. The customer shall install meter boxes and/or pits in a manner that protects the meter and piping from freezing. The customer is responsible for all costs associated with repair or replacement of frozen meters.
5. Repairs:
- a. Meter repairs or replacements necessitated by ordinary wear or regularly scheduled replacement will not be charged to the customer.
  - b. Repairs or replacements resulting from freezing, hot water, or by other negligence or fault of the customer will be charged to the customer at rates defined in the current Rate Schedule.
6. Meter and Meter Setting Specifications:

- a. The make, model, and size of the meter will, in all cases, be determined by NCWP.
  - b. NCWP will furnish all meters.
    - i. Customers requesting new service, a change in service requiring a new meter, or requiring a new meter due to damage caused by customer negligence, will be responsible for the costs of the meter and installation.
    - ii. Replacement of a meter by NCWP as part of regular meter upgrades is funded in the general operating budget or as part of a special warrant article and will not be charged to the customer as a separate bill.
7. If a meter fails to register, or if it is removed for the purpose of making repairs, NCWP may elect to install a temporary meter. Usage recorded by any temporary meter will be included in calculation of a customer's regular water bill.
8. Irrigation Meters
- a. Customers must apply to NCWP to participate in the Irrigation Meter program.
  - b. Irrigation meter size and model shall be determined at the sole discretion of NCWP.
  - c. Irrigation meters may only be used to measure outdoor water use that does not enter the sewer system.
  - d. Customer is responsible for all plumbing work required for Irrigation meter install.
    - i. Irrigation meters shall have an approved backflow prevention device and isolation valves installed as part of the plumbing work. This backflow device is subject to testing required by NHDES as part of NCWP's cross-connection control program. The Customer shall be billed for this testing and any required repairs as described in the current Rate Schedule.
  - e. Prior to installation of an Irrigation Meter, Precinct personnel shall inspect and verify that the meter ONLY measures water use that cannot enter the sewer system.
  - f. Rates and fees for Irrigation Meter service shall be as described in the current Rate Schedule.
9. Testing:
- a. New meters must be certified by the manufacturer to be within acceptable measurement tolerances.
  - b. Thereafter, meters will be tested free of charge, or replaced with a new meter at the discretion of NCWP, upon request of the customer provided requests are not made more frequently than once every twelve (12) months. If tests are requested more frequently than every twelve (12) months, NCWP may charge the customer the actual cost of the test.

- i. All tests will be performed by the meter manufacturer's representative at the representative's location.
- ii. If the meter is found to over register more than three (3) percent over all flow ranges, the charge will be refunded together with the percentage of error in billing computed for the duration of the last billing period.
- iii. If the meter is found to under register more than three (3) percent, the customer will be charged with such percentage of error in billing computed for the duration of the last billing period.
- iv. If the meter registers within three (3) percent, plus or minus, it will be deemed correct.
- v. The customer may be present when the precinct conducts the test on his meter, or if he desires, send an expert or other representative appointed by him. A written report, giving the result of such test shall be made to the customer.
- vi. The testing of meters and the charges for such testing will be done in accordance with the requirements of the meter testing rules and regulations of the New Hampshire Public Utilities Commission.

#### M. FIRE HYDRANTS

1. Fire hydrants may be used only for the extinguishment of fires or for such other purposes as may be approved by NCWP.
2. Hydrants shall be opened only by an agent of NCWP or a regular appointed fireman of the North Conway Fire Department or its Mutual Aid Affiliates. After any hydrant has been opened, the Precinct Superintendent shall be notified.
3. Developers must supply hydrants and place them where directed by NCWP.
4. Fire Flow Tests
  - a. Fire Flow Tests are permitted only with advance notification to the NCWP Superintendent.
  - b. NCWP staff must be present for all fire flow tests.
  - c. Results of fire flow tests shall be provided to NCWP staff upon completion of the test.

#### N. TAMPERING WITH PRECINCT PROPERTY

All gates, hydrants, valves, shutoffs, standpipes, and related system components which are the property of NCWP are not to be opened or closed, or in any way tampered with, by any person other than an authorized agent of the Precinct (See NHRSA 539:7 and NHRSA 644:7).

#### O. PRIVATE FIRE PROTECTION

1. The design, installation, and expense of private fire protection services shall be the sole responsibility of the Customer and shall meet all standards of NCWP.
2. NCWP assumes no responsibility for the design, maintenance, or adequacy of Customer's fire protection system.
3. Once installed and placed in service, that portion of the fire protection service pipe lying between the main and the property line shall become the property of NCWP and shall henceforth be owned and maintained by NCWP.
4. A private fire connection service can be used only for fire protection purposes.
5. Charges for private fire protection services shall be as defined in the current Rate Schedule.

P. ESTABLISHMENT OF WATER RATES

Rates chargeable by NCWP for water, and payable by the customer, shall be determined by the Commissioners based upon recognized accounting methods and shall serve to fairly distribute the burden of water treatment, distribution, maintenance, and administration, including both capital and operational costs, upon customers.

## Article V Water Mains and Services

A. WATER MAINS

1. Plans and specifications for water main extensions must be submitted, reviewed, and approved by NCWP prior to installation.
2. Plans and specifications shall show all water line extensions in plan and profile, and show all other underground utilities, including sewer, storm drainage, electrical, cable TV, telephone etc. These plans shall be designed and stamped by NH registered professional engineer. Plans shall be at a scale of not less than 1" = 50 feet.
3. All water mains shall be installed in accordance with NCWP specifications.
4. Upon completion of the work, the following shall be provided to NCWP:
  - a. As-built plans showing the location of infrastructure as installed, with ties to permanent physical features. Acceptable tie points are:
    - i. Building corners with properly drawn and dimensioned building shown
    - ii. Property corners with description of marker found (e.g., "iron pipe" or "granite bound")
    - iii. NCWP fire hydrant, gate valve box, or sewer manhole cover
    - iv. Utility pole within the public right-of-way (record pole # with ties)
  - b. All other requirements for as-built drawings shall be as determined by NCWP.

- c. A digital shapefile containing the surveyed or GPS-determined location of the following shall be provided to NCWP:
  - i. Gate valves
  - ii. Hydrants
  - iii. Tees, bends, and fittings
  - iv. Water main at 100-foot intervals
  - v. Service corporations and curb stops
  - vi. Accuracy of location data shall be within 1 foot or less.
5. Water main taps shall be performed by NCWP personnel or persons authorized in writing by the Superintendent only.
6. Water lines shall not be allowed on grades over 15%. If a water line is routed across property(ies), a year-round maintained ground surface no less than twenty (20) feet wide over the line will be required. The NCWP may require agreements, including easements, for installation, repair, and maintenance of water lines.
7. Water lines may not be laid deeper than 9' from finished grade.
8. New and replacement water main installations shall be designed and constructed to the specifications of NCWP. Current NCWP material and construction specifications will be available at NCWP Office.
9. Water main gate valves shall only be operated by NCWP personnel or persons authorized in writing by the Superintendent.
10. Water Main Extensions
  - a. Extension of a main line shall be considered only upon written request to the Board of Commissioners and subject to the Rules and Regulations of NCWP.
  - b. An applicant for water main line extension shall, prior to the start of construction, complete a contract agreement with NCWP.
  - c. All water main extensions made under these Rules and Regulations shall be owned and maintained by NCWP after completion and acceptance by NCWP.
    - i. NCWP shall have the right to make further extensions continuously and laterally from its water main without the consent of any previous customer or property owner who may have participated in financing the main from which the new extension begins.
    - ii. The actual construction of the main line extension shall be executed by the applicant or an approved contractor and under Precinct supervision.
  - d. NCWP shall have no obligation to extend its water service to a house trailer or temporary structure or use.
  - e. NCWP shall have the right to refuse to service private water lines, when in the judgement of NCWP; such lines are detrimental to proper development of the

water system.

- f. Materials used for main line extensions will meet all specifications of NCWP.
- g. Contractor shall furnish to NCWP at the completion of installation full as-built drawings depicting the location of the new water main, valves, and appurtenances.
- vii. As-builts shall be provided in hard copy and digitally.
  - a. Hard copies shall be to scale (no less than 1" = 50').
  - b. Digital copies shall be in PDF format.
- h. Contractor shall furnish to NCWP at the completion of the install GPS coordinates with minimum sub-foot accuracy for all valves, hydrants, fittings, and bends. This location data shall be provided in shapefile format.

## B. SERVICE LINES

1. The full length of all services from main to meter shall be installed in accordance with NCWP specifications.
2. All service pipe, including the curb stop, within the limits of the public right of way, shall be owned and maintained by NCWP.
3. Curb stops and water service gate valves shall only be operated by NCWP personnel or persons authorized in writing by the Superintendent.
4. It shall be the responsibility of the Customer to install and maintain water service from the curb stop to the premises at their sole cost and expense.
  - a. All service pipes, between the shutoff and the building wall, shall have a minimum cover of 6' 6" and a maximum cover of 9'.
  - b. All materials used on the installation of a service pipe shall conform to NCWP specifications.
5. Repair of any leak occurring after the curb stop (between the curb stop and property being served) shall be the responsibility of the Customer.
  - a. Upon notification, the Customer shall repair a leak within 14 days.
  - b. If the leak is not repaired within 21 days from the date of original notification, NCWP is authorized to shut the water off at the curb stop or service gate valve.
6. No Customer shall install any additions, extension or alterations of any service pipe or pipes for any purpose not mentioned in the Customer's application without first giving written notice to NCWP and obtaining NCWP's written approval.
7. Frozen Water Service
  - a. NCWP will not grant permission to install any main lines or service line, or service connections between November 1 and April 15, except by special arrangement.
  - b. In those cases where customer-owned service pipe or main is frozen, the

thawing shall be done by NCWP at the sole cost and expense of the customer. To avoid a recurrence, NCWP may order an examination of the customer's service pipe or main, at the customer's expense, and if the same is not at a depth of 6' 6" minimum, as required, NCWP reserves the right to require it to be so relocated before service is resumed.

8. Joint-Use Pipe Trench
  - a. Water service pipes will not be placed in the same trench with gas pipes, electrical conduits, drains, sewers, or similar structures except under special conditions and only with prior written approval of NCWP Superintendent.
  - b. The distance and manner of installation, between utilities will be determined by the NH Department of Environmental Services, Water Supply Pollution Control Division regulations and NCWP.
9. Fire Service
  - a. All new installations shall be in compliance with the current version of the Insurance Service Office (ISO) Fire Suppression Rating Schedule, regarding Needed Fire Flow and Pressure.
  - b. Any proposed sprinkler system shall meet the National Fire Protection Association (NFPA) Section 13 requirements.
10. Maintenance of Plumbing
  - a. All customers shall maintain the plumbing and fixtures within their own premises in good repair and protected from freezing at their own expense. They shall make any repairs necessary to prevent leaks and damage.

## Article VI Validity

- A. The invalidity of any section, clause, sentence, or provision of these Rules & Regulations shall not affect the validity of any other part of these Rules & Regulations which can be given effect without such invalid part or parts.

## Article VII Hearing Board

- A. The North Conway Water Precinct Board of Commissioners shall act as a hearing board for arbitration of differences between the Precinct and water users on matters concerning interpretation and execution of the provisions of these Rules & Regulations by the Precinct.
- B. A Decision of the Hearing Board is final and may be appealed to the Superior Court for a review on the record. Upon the hearing the burden of proof shall be upon the party seeking to set aside any order or decision of the Precinct to show that the same



is clearly unreasonable or unlawful, and all findings of the Precinct upon all questions of fact properly before it shall be deemed to be prima facie lawful and reasonable; and the order or decision appealed from shall not be set aside or vacated except for errors of law, unless the court is satisfied, by a clear preponderance of the evidence before it, that such order is unjust or unreasonable.

## Article VIII Rules and Regulations

- A. These Rules and Regulations shall be in full force and effect as an ordinance regulating the use of sewer systems within the Precinct from and after their passage, approval, recording, and publication as provided by law.

Duly Enacted and Ordained this 22<sup>nd</sup> day of June, 2022 by the Commissioners of the North Conway Water Precinct in Carroll County, State of New Hampshire, at a duly noticed and duly held session of the said Commissioners.

North Conway Water Precinct  
Conway, N.H.

By:

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## APPENDIX A – Charges and Fees

The following schedule of charges and fees is effective upon adoption of the current rules and regulations of the North Conway Water Precinct.

This schedule is deemed necessary and reasonable at this time of adoption. However, this schedule may be amended at such time as is necessary to insure proper fiscal management.

Changes and/or additions to this schedule shall be available at the office of the North Conway Water Precinct.

### A. NEW WATER SERVICE

1. Where such service piping does not already exist, the cost for installation of the service pipe from the main to the curb stop (valve) shall be the responsibility of the Customer.
  - a. NCWP will perform the tap and install the corporation valve at the existing water main and may provide additional materials for the service line upon request. The Customer shall be responsible for all costs for services and materials provided by NCWP as set in the current Rate Schedule.
  - b. The Customer shall hire a private contractor to perform all other work associated with construction and installation of a new water service. Such work shall be subject to inspection and approval by the NCWP.
  - c. NCWP reserves the right to refuse to enter any excavation, structure, or other situation in which NCWP personnel identify unsafe conditions.

### B. TRANSFER OF WATER SERVICE

1. A fee will be charged to the original owner to cover the administrative cost of the final billing.
2. A fee will be charged to the new owner to cover the administrative cost of service transfer.

### C. WORK ON CUSTOMER'S PREMISES

1. It is the general policy of NCWP *NOT* to perform work on customers premises with these exceptions:
  - a. Water meter installation, repair, or replacement
  - b. Backflow (cross-connection) device testing or repair
2. Hourly charges shall be as defined in the current Rate Schedule.

### D. CROSS CONNECTIONS / DISCONTINUING SERVICE

1. If water service is disconnected by NCWP for violation of any Water Precinct Rules and Regulation, the charge for disconnecting or reactivating the service shall be based on rates defined in the current Rate Schedule.
  - a. Reactivation of service will not be performed until payment is received.
2. Discontinuation of Service shall incur a charge as set in the current Rate Schedule.
3. Illegal Cross-Connections are subject to a \$1,000.00 penalty to be paid plus any other charges and must be paid in full prior to reestablishing water service (RSA 539:7).

#### E. CROSS-CONNECTION FEES

The fee schedule for cross connections permits and testing of backflow prevention devices shall be as set in the current Rate Schedule.

#### F. DEPOSITS

1. A deposit may be required. The minimum deposit shall be \$50.00.

#### G. UNAUTHORIZED USE OF WATER

1. The unauthorized use of water shall result in the immediate disconnection of service and a \$150.00 penalty.
2. Reactivation of water service shall not occur until the unauthorized use has been discontinued and/or corrected and is subject to full payment of all past due balances, reconnection charges as set in the current Rate Schedule, and penalties.

#### H. METERS

1. The Customer shall be charged for the cost of the water meter and installation for a new service.
2. For existing services, NCWP may elect to upgrade existing water meters at any time. The Customer shall not be charged a separate fee for the cost of the new meter.
  - a. The Customer shall allow NCWP personnel access to the property for the purpose of upgrading the water meter.
  - b. If the Customer does not provide access to NCWP within a reasonable amount of time after being notified by NCWP of the need to install a new meter, the service account will be considered in violation and subject to additional recurring water fees and/or subject to a different rate for accounts in violation. These additional water fees and/or rates are as set in the current Rate Schedule.
3. NCWP reserves the right to determine the appropriate meter size for each Customer.

#### I. FIRE HYDRANTS

The penalty for unauthorized use of, or tampering with, a fire hydrant shall be \$250.00 or the cost of any actual damage caused by such tampering or use, whichever is greater.

#### J. TAMPERING WITH PRECINCT PROPERTY

The penalty for tampering with NCWP Property, except fire hydrants, shall be \$500.00 or the cost of any actual damage caused by such tampering, whichever is greater.

#### K. ESTABLISHMENT OF WATER RATES

1. Water rates shall be as defined in the current Rate Schedule.
2. Buy-In Fees
  - a. Buy-In Fees shall be assessed when:
    - i. An existing Customer adds demand to the Precinct water system through change of existing property use and/or addition/construction of new facilities.
    - ii. A Customer desires to connect a property without an existing service account to the Precinct water system.
  - b. Buy-In Fees shall be assessed based on type of use and associated design flow as defined in the current Rate Schedule.
  - c. The Precinct shall determine the type of use and design flow used to calculate Buy-In Fees.
  - d. Customer may request a credit toward Buy-In Fees for off-site improvements constructed at Customer's sole expense with the following conditions:
    - i. Off-site improvements do not benefit the property being assessed the Buy-In Fees.
    - ii. Off-site improvements do not and will not serve properties owned, leased, managed, or occupied by Customer.
    - iii. The value of the off-site improvements to the Precinct are equivalent to the amount of the credit toward the Buy-In Fee payments requested by the Customer.
    - iv. Customer shall submit a formal written request to the Board of Commissioners for credit toward Buy-In Fees. Said request shall include plans, a description of the off-site improvements, the cost of the off-site improvements with supporting documentation, and a narrative describing why Customer believes a credit is warranted.
    - v. The Board of Commissioners shall make a final determination of the value of off-site improvements and may grant credit for Buy-In Fees at its sole discretion.
  - e. Water service shall not commence until Buy-In Fees are paid in full.
  - f. Failure to pay Buy-In Fees in full by due date on invoice shall result in discontinuation of service for existing customers.

#### L. BILLING TERMS

1. Payments are due within thirty (30) days after the billing date. Any payments not received within thirty (30) days after the billing date shall be delinquent.
2. An interest charge bill be added to each delinquent bill for each thirty (30) days or portion thereof of delinquency. When any bill is more than seventy-four (74) days in default, service to such premises may be discontinued, in accordance with all applicable statutes and regulations, until such bill is paid.
3. All unpaid water charges constitute a lien in accordance with the terms of RSA 38:22, RSA 149-I:11 and the North Conway Water Precinct Charter, as amended. Liens shall be placed on all properties that are two (2) quarters (180 days) in arrears. Liens shall remain on each property until paid in full. All lien costs and administrative fees shall be billed to the property owner.
4. Property owners who are current with an approved payment plan are not delinquent. An owner may make written application for an approved payment plan to the Commissioners in the form which is set by the Commissioners. The applicant is required to provide all information requested by the Commissioners.
5. Liens shall not be placed on properties that remain current with their payment plan.
6. The Precinct will review the user charges at least annually and revise the rates as necessary to ensure that adequate revenues are generated to pay the cost of operation and maintenance, including replacement, and that the system continues to provide for the proportional distribution of operation and maintenance costs, including replacement costs, among users and user classes.
7. All fees and user charges are contained in the current Rate Schedule as established by the Precinct Commissioners.
8. Abatements for water Fees
  - a. Abatement requests must be submitted in writing to the Precinct and include the following information:
    - i. Name of Account Owner
    - ii. Account Number
    - iii. Period for which the abatement is requested
    - iv. Dollar amount requested
    - v. Description of why Customer believes an abatement is warranted
  - b. Increased use for seasonal irrigation shall not be eligible for abatement.

## APPENDIX B – Cross Connection

### A. INTRODUCTION

Historically, insufficient attention has been paid to protecting the quality of water within public water supply distribution system. The “cross-connection” of water contaminants or potential contaminants with the potable water supply distribution systems to some extent. The control of this problem is a continuous function encompassing the:

1. Evaluation and approval of new proposed cross-connections.
2. Identification and inspection of non-registered existing cross connections.
3. Periodic inspection and enforcement activity (where warranted) for existing cross-connections situations.

### B. CAUSES OF BACKFLOWS

Backflow may occur whenever there is a physical connection to a potable water supply system by “back-siphonage” or by “back pressure”.

1. “BACK-SIPHONAGE” is caused by negative pressure or a reduced pressure in the supply piping. The principal causes of back-siphonage are:
  - a. Undersized piping.
  - b. Line repairs or breaks, which is lower than the point of cross- connection.
  - c. Lowered main pressure due to high water withdrawal rate such as firefighting or water main flushing.
  - d. Reduced supply pressure on suction side of a booster pump.
2. “BACK-PRESSURE” may cause backflow to occur whenever a potable water system is connected to non-potable water use at a higher pressure. Examples of such a situation include pressure pumps or a boiler. In such a case, the non-potable water may be forced back into the potable water system. The principal causes of back-pressure are:
  - a. Booster pumps designed without backflow prevention devices.
  - b. Direct potable water connections to boilers and other pressure systems without backflow prevention devices.
  - c. Inter-connection with another system operated at a higher pressure. (Example: Auxiliary fire pumps from rivers)

### C. PURPOSE

Cross-connections between water supplies and non-potable sources of contamination represent threats to health in the water supply industry. This program is designed to maintain the safety and potability of the water in the North Conway Water Precinct’s system by establishing rules and procedures to control cross-connection situations and to prevent

the contamination of public drinking waters by the backflow of water or other liquids from a source or sources other than its intended source. This document is intended to supplement the regulations promulgated by the New Hampshire Water Supply & Pollution Control Commission as listed in Section II below. The attention of all concerned parties is directed to those regulations.

#### D. AUTHORITY

1. New Hampshire Code of Administration Rules Part, WS 314 Cross-Connections
2. North Conway Water Precinct Cross Connection Control Regulation

#### E. DEFINITIONS

As used in the regulations, unless the content clearly indicates otherwise, the following words shall have the following meanings:

1. "Air-gap" - means the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood level rim of the receptacle.
2. "Anti-Backflow Device" means a device or means to prevent backflow.
3. "Approved Source" means a source of water utilized by a public water system for distribution to the public for consumption purposes and which is approved by the Commission for said use following a required and/or approved treatment process.
4. "Backflow" means the flow of water or other liquids, mixtures, or substances into the distribution pipes of water from any source or sources other than the intended source.
5. "Backflow Preventer" a device to prevent backflow. Types of Backflow Preventers include:
  - a. Air Gap  
A physical separation sufficient to prevent backflow between the free-flowing discharge and of potable water system and any other system.
  - b. Atmospheric Vacuum Breaker  
A device, which prevents back-siphonage by creating an atmospheric vent where there is either a negative pressure or sub-atmospheric pressure in a water system.
  - c. Backflow Preventer with Intermediate Atmospheric Vent  
A device having two check valves separated by an atmospheric vent.
  - d. Double Check Valve  
A device having two spring loaded, bronze faced with rubber disc check valves, with shutoff valves and test cocks for periodic testing.
  - e. Hose Bib Vacuum Breaker

- A device which is permanently attached to a hose bib and which acts an atmospheric vacuum breaker.
- f. Pressure Vacuum Breaker  
A device containing a spring-loaded check valve and a spring-loaded atmospheric vent, which opens when pressure approaches atmospheric. It contains valves and fittings, which allow the device to be tested.
  - g. Reduced Pressure Principle Backflow Preventer  
An assembly of check valves and a reduced pressure zone which spills water to the atmosphere in event of the failure of the valves. It has valves and fittings, which allow the device to be tested.
6. "Back Pressure" means pressure created by mechanical means or other means causing water, liquids, or other substance to flow or move in a direction opposite to what is intended.
  7. "Back Siphonage" means a backflow resulting from negative or reduced pressure in the distribution of pipes of a potable water supply.
  8. "Barometric Loop" means a loop of pipe rising at least thirty-five feet at its topmost point, above the highest fixture it supplies.
  9. "Check Valve" means a self-closing device, which is designed to permit the flow of fluids in one direction and to close if there is a reversal of flow.
  10. "Commission" means the NH DES Water Supply & Pollution Control Division.
  11. "Contaminant" means any physical, chemical, biological, or radiological substance or matter in water.
  12. "Containment" means that method and philosophy of backflow prevention, which requires a backflow preventer at the water, service entrance.
  13. "Cross-Connection" means any actual or potential physical connection or arrangement between two otherwise separate systems, one of which contains water of unknown questionable safety and/or steam, chemicals, gases, or other contaminants whereby there may be a flow of an unapproved water to water supply.
  14. "Customer of Owner" means any person who has legal title to or license to operate a habitat in a property at which a cross-connection inspection is to be made or at which a cross-connection is present.
  15. "Precinct" refers to the North Conway Water Precinct
  16. "High Degree of Hazard" means that if a backflow were to occur, the resulting effect on the water supply could cause illness, or death if consumed by humans. The foreign substance may be toxic to human either from a chemical, bacteriological, or radiological standpoint. The effects of the contaminants may result from short



or long-term exposure.

17. "Low Degree of Hazard" means that if backflow were to occur, the resulting effect on the water supply would be a change in its aesthetic qualities. The foreign substance must be non-toxic to humans.
18. "Person" means any individual, partnership, public or private corporation, political subdivisions or agency of the State, Precinct, agency or instrumentality of the United States or any other legal entity.
19. "Potable Water System" means water from a source, which has been approved by the Commission for human consumption.
20. "Public Water System" means a system for providing piped water to the public for human consumption if such system regularly serves an average of at least twenty-five individuals daily at least 60 days out of the year. The system shall not include the portion of the service pipe owned and maintained by a customer of the public water system.
21. "Reduced Pressure Backflow Device" (RPZ or RPBD) shall mean a device incorporating two or more check valves and an automatically operating differential relief valve, located between the two checks, two shut off valves, and equipped with necessary appurtenances for testing. The device shall operate to maintain the pressure in the zone between the two check valves at pressure less than that on the public water supply side of the device. At cessation of normal flow, the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere.
22. "Supplier" means any person who controls, owns, or generally manages a public water supply system.
23. "Vacuum Breaker-Atmospheric" means a device used to prevent back-siphonage and not to be used under static line pressure.
24. "Water Utility" means the supplier of water.

#### F. ADMINISTRATION

1. The Precinct will operate a cross-connection control program including the keeping of necessary records, which fulfills the requirements of the Commission's Cross-Connection Regulations and is approved by the Commission.
2. The owner shall allow his property to be inspected for possible cross-connections and shall follow the provisions of the Precinct's program and the Commissioners regulations if a cross-connection is permitted.
3. If the Precinct requires that the public supply be protected by containment at a property, the owner shall be responsible for water quality beyond the outlet end

of the containment device and can utilize fixture isolation for that purpose.

4. Both the Precinct and the owner shall attempt to eliminate all cross-connections.

#### G. RESPONSIBILITIES

1. The Commission has the following responsibilities relative to cross-connections:
  - a. Establishment and administration of regulations covering cross-connections.
  - b. Review inspection records.
  - c. Review and approval of the cross-connection control program of each system.
  - d. Certification of backflow/prevention device tester.
  - e. Maintenance of a list of approved backflow prevention devices of various types.
2. The suppliers of water are responsible for the safety of the public water systems under their jurisdiction. They have the following specific responsibilities relative to cross-connections:
  - a. The owner shall not permit any cross-connection at any point within its system unless approved pursuant to a permit specifically issued by the supplier for the cross-connection.
  - b. The Precinct will not allow any cross-connection to remain unless it is protected by an approved backflow preventer, for which a permit has been issued and which is regularly tested and operated satisfactorily.
  - c. The Precinct shall inform the owner by letter of any failure to comply by the time of the first re-inspection. The Precinct will allow an additional fifteen days for the correction. If there is a failure to comply with the needed correction by the time of the second re-inspection, the Precinct shall inform the owner by letter that the water service to the owner's premises will be terminated within a period not to exceed five days. If the owner informs the Precinct of extenuating circumstances as to why the correction has not been made, extensions to these time periods may be granted by the Precinct but in no case shall exceed an additional thirty days.
  - d. If the Precinct determines at the time that a serious threat to the public health exists, service shall be terminated immediately.
  - e. The Precinct shall make initial premise inspections to determine the nature of existing hazards and corrections to be made. In addition, following approval of this program by the Commission, during calendar year 1990. The Precinct shall re-inspect each premise at the time of Permit renewal or every five years. The Precinct shall make random follow up inspections following initial inspection to ensure compliance with these regulations.
  - f. The Precinct shall have on its staff individuals who are certified backflow prevention device testers and who are responsible for the implementation of this program.

3. OWNER:
  - a. The Owner shall be responsible for the elimination or protection of all cross-connections on his premises. The Owner shall have the responsibilities as contained in Section ENV WS 364,04 if II,A (above).
  - b. The Owner, after being informed by a letter from Precinct, shall at his expense install, maintain and test, or have tested, any backflow preventer on his premises.
  - c. The owner shall correct any malfunction of the backflow preventer, which is revealed by periodic testing. This shall include the replacement of parts or the replacement of the backflow preventer if deemed necessary by the Precinct.
  - d. The owner shall inform the Precinct of any new proposed or modified cross-connection and any existing cross-connection of which the owner is aware but has not been found by the Precinct.
  - e. Any owner having a private well or other private water source must have a permit if the well or source is cross connected to the Precinct's system, and permission to cross-connect may be denied by the Precinct. The owner may be required to have a backflow preventer at the service entrance if a private water source is maintained, even if it is not cross connected to the Precinct's system.
  - f. The owner shall not install a by-pass around any backflow preventer unless there is a backflow preventer on the by-pass. Owners who cannot shut down operation for testing must supply the additional devices necessary to allow testing to take place.
  - g. The owner shall only install backflow preventers listed or approved by the Precinct and the Commission.
  - h. The owner shall install the backflow preventer in a manner approved by the Precinct.
  - i. If the owner installs plumbing to provide potable water for domestic purposes which is on the Precinct's side of the backflow preventer, such plumbing must have its own backflow preventer, or individual fixture isolation.
  - j. The owner shall be responsible for the payment of all fees for Permit (s), annual or semiannual device testing, re-testing in the case a device fails to operate correctly, and second re-inspections for noncompliance with Precinct or Commission rules and regulations. Ensure the protection of the "in plant" water supply system by the installation of other approve backflow preventers where necessary. (See Table II)
4. LOW DEGREE OF HAZARD  
If backflow were to occur, the resulting effect on the water supply would be change in esthetic qualities. The foreign substance must be non-toxic to humans.
5. HIGH DEGREE OF HAZARD  
If backflow were to occur, the resulting effect on the water supply could cause illness

or death if consumed by humans. The foreign substance may be toxic to humans either from a chemical, bacteriological, or radiological standpoint. The effects of the contaminants may result from short- or long-term exposure.

#### H. PERMITS:

1. The Precinct shall not permit a cross-connection within the public water supply system unless it is deemed necessary and cannot be eliminated.
2. Cross-connection permits are required for each backflow preventer device and are secured from the Precinct. There is no fee for initial permit. A fee is established for the renewal of a permit.
3. The permit shall contain the information required in WS 314,05, (b), (3).
4. Permits shall be renewed every five years and are non-transferable. Permits are subject to revocation for cause by the Precinct. Permits shall be immediately revoked if the owner changes the type of cross-connection or degree of hazard associated with the service without the prior written permission of NCWP.

#### I. EXISTING IN-USE BACKFLOW PREVENTION DEVICES

Any existing backflow preventer shall be allowed by the Precinct to continue in service unless the degree of hazard is such as to supersede the effectiveness of the present backflow preventer or result in an unreasonable risk to the public health.

#### J. PERIODIC TESTING

1. Backflow prevention devices shall be inspected and tested at least semi-annually in high hazard situations and annually in low hazard situations.
2. Periodic testing shall be performed by the Precinct's certified Inspector or a pre-approved certified tester.
3. The testing shall be accomplished during the Precinct's regular business hours. When the owner requests off hours testing, NCWP may require additional charges to cover increased costs to the Precinct.
4. Any backflow preventer which fails during a periodic test shall be repaired or replaced by the owner at their sole cost and expense. Certain high hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. In other situations, a compliance date of not more than seven days after the test date will be established.  
Parallel installation of two devices is an effective means of the owner ensuring uninterrupted water service during testing or repair of devices and is recommended strongly when the owner desires such continuity.
5. Parallel installation of two devices is an effective means of the owner ensuring

uninterrupted water service during testing or repair of devices and is recommend strongly when the owner desires such continuity.

6. The Customer is responsible for engaging a certified Inspector for testing fire service backflow prevention devices. Precinct staff shall not test nor repair fire service backflow prevention devices.
  - a. Fire service backflow prevention devices shall be tested at least once per calendar year.
  - b. Customer or Customer's certified Inspector shall provide a copy of fire service backflow prevention device test report by the end of each calendar year.
  - c. Administrative fines levied by NHDES against NCWP due to Customer's failure to test and/or report shall be charged to Customer's account.

#### K. RECORDS AND REPORTS TO BE MAINTAINED BY NCWP

1. Records
  - a. Master files on customer inspections.
  - b. Master files on cross connections permits
  - c. Copies of permits and permit applications
  - d. Copies of lists and summaries supplied to the Commission.
2. Reports
  - a. Initial lists to Commission (Form X-1 (H) & X-1 (L))
  - b. Annual update lists thereafter to Commission by February 1 of the following year.
  - c. Annual summary of inspections to Commission by February 1 of the following year utilizing Form X-2.

#### L. FEES AND CHARGES

The Precinct will publish, within its annual summary, fees and charges for the following services and permits:

1. Renewal of Cross-Connection Permit
2. Annualized testing fees
3. Re-testing fee.
4. Fee for additional re-inspections.
5. Charges for after-hour inspections or tests
6. Charges/Fees for disconnection and reconnection of water service

#### M. APPROVED BACKFLOW PREVENTION DEVICES

1. Only backflow devices approved the Commission shall be used
2. A list of approved backflow prevention devices shall be maintained and available through the Commission. All approved devices must allow for accurate testing to verify their performance.
3. Only the following types of backflow preventer devices may be used for the containment of on-premises hazards for Low and High Hazard situations respectively:

<b><u>Low Hazard</u></b>	<b><u>High Hazard</u></b>
Air Gap	Air Gap
Atmospheric Vacuum Breaker (where no bacteria hazard exists)	Reduced Pressure Backflow Device
Pressure Vacuum Breaker	Or a combination of the above
Double check valve assembly	
Reduced Pressure Backflow Device	
Or a combination of the above	