

BRISTOL WATER DEPARTMENT

**180 Ayers Island Road
Bristol, NH 03222**

RULES AND REGULATIONS

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BRISTOL WATER DEPARTMENT

RULES AND REGULATIONS

By virtue of statutory powers including New Hampshire Revised Statutes RSA 38:16 and all other powers, the Board of Selectmen of the Bristol Water Department; Bristol, New Hampshire, 03222 establishes the following rules and regulations for the conduct of business of the water department. All customers will be bound thereby and further bound to take water only for purposes stated in the application of the customer and in accordance with these rules and regulations. The territory served and to which this tariff applies, embraces the town of Bristol, Grafton County, New Hampshire.

A map showing the extent of the water system and the territory served is on file at the Bristol Water Works.

DEFINITIONS

1. The word **“Customer”** shall mean any person, firm, corporation, body politic or organization of any type supplied with water by the Water Department.
2. The words **“Water Works”** shall mean the Bristol Water Department as represented by the Water Department Superintendent, Board of Selectmen or its Chairman.
3. The **“Main Pipe”** is the water main so-called, from which service connections are made to supply water to customers.
4. The **“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.
5. The **“Service Pipe”** is the pipe running from the main pipe to the building or meter on the premises of the customer.
6. **“Premises”** shall mean a tract of land with or without buildings thereon.
7. **“Regular Working Hours”** shall mean 7:00 AM to 3:30 PM, Monday through Friday, excluding holidays. The business office is open 7:00 AM-3:30 PM, Monday through Friday, excluding holidays.
8. **“Unit”** each distinctive dwelling or business, either located in a separate building (single unit) or within the same structure (multi-unit) and utilizes water and or sewer services supplied by the Town of Bristol Water Department.

ABBREVIATIONS

1. BOCA- Building Officials and Code Administrators: Basic/Natural Building Code
2. ISO- Insurance Service Office
3. NFPA- National Fire Protection Association
4. BWD- Bristol Water Department
5. CF- Cubic Feet

TERMS & CONDITIONS

The following terms and conditions are part of the Rules and Regulations of the Department and the delivery of water service 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 by a majority vote at any meeting of the Board of Selectmen when, in their opinion, it would be in the best interest of the general public, the water customer or the Department to do so.

The Board of Selectmen, by majority vote, may in its discretion, order a special exception of the rules in such cases where an injustice due to strict enforcement of these rules may be imposed. If a special exception is made, however, it shall not be construed as establishing a precedent in cases of future consideration.

Whenever these rules and regulations are in conflict with State & Federal regulations, the more stringent regulation will take precedence.

METERED SERVICE

Only metered water service is available to those wishing to take water from the Bristol Water Department.

INTERRUPTIONS

The BWD will not guarantee an uninterrupted or unlimited full supply of water, but will use its best endeavors to give satisfaction to all users.

RULES AND REGULATIONS

Section 1: APPLICATION FOR WATER SERVICE

Application for water service must be made in writing at the office of the BWD on forms provided by the BWD. On acceptance of the Selectmen and/or the Superintendent, the application shall constitute a contract between the BWD and the property owner, obligating the applicant to pay the BWD established rates and charges and comply with the rules and regulations. All previous charges for the services, charges and fees of an established customer must be paid in full prior to the issuance of an application to a new customer at the same location.

Should a 50% greater than annual average consumption be a continuous demand due to a change in original customer status i.e. addition of an apartment, change from residence to restaurant, etc., the customer desiring the same shall notify the BWD in writing in advance of such anticipated requirements or, on the building permit with the Town of Bristol. The BWD shall not be obligated to satisfy the increased requirement to the detriment of the entire system. Service will not be increased until receipt by the BWD of such signed application and approved building permit and payment of all associated charges and fees (see Addendum-Fee Schedule)

Acceptance of service by the customer shall be on the express conditions that the BWD shall not be liable for any damage caused by the bursting of pipe, collapse or leakage of customer's equipment nor any leakage from any pipes, fixtures or other appliances wherever located between the main pipe and the point of leakage for any cause whatsoever. The BWD shall not be liable for damage to fences, walls shrubbery, walks, lawns or any other portion of the customer's premises caused by work or installations by the BWD under the direction of the Superintendent. The BWD personnel will use maximum care to correct any damage done during emergency construction.

The BWD shall have no obligation to supply water to any structure which contains plumbing not in compliance with the BOCA code.

The BWD reserves the right to assign the size and location for the water service. Size of the service pipe will be in compliance with BOCA plumbing code.

Applications will be accepted subject to there being an existing main in a street or right-of-way abutting on the premises to be served and only if adequate pressure and flow exists, but acceptance shall in no way obligate the BWD to extend its main to service the premises.

Section 2: INSTALLATION, OWNERSHIP AND MAINTENANCE OF SERVICE PIPE

All service pipes, including the shutoff, within the limits of the highway, except seasonal surface pipe, shall be owned and maintained by the BWD (see Appendix A-2). From the curb stop to the building, the service pipe shall be installed, owned and maintained by the customer. All service pipes between the shutoff and the building wall shall have a minimum cover of six (6) feet.

Section 3: TRANSFER OF WATER SERVICE

Whenever an owner sells or transfers property for which application for service has been granted, the owner (or his agent) shall promptly notify the BWD in writing, giving the name and address of the new owner(s) who must then make application for further service of that property. Applications may be obtained at the BWD office. New customers have no right to continue use of the water at the premises until such application for service for the new owner is in effect. (See Appendix A-3)

The seller, at the time of closing, will pay for water usage, including minimum charge, for the current quarter. At the next billing, the new owners will be charged for usage, plus a processing fee thereby assuring that only one minimum charge per quarter is assessed by BWD.

Section 4: ALTERATIONS IN PIPES

No customer shall install any additions, extensions or alterations of any service pipe or pipes for any purpose not mentioned in the customer's application without first giving written notice to the BWD and obtaining the BWD's approval (see Appendix A-4).

Section 5: WORK ON CUSTOMER'S PREMISES

It shall be the responsibility of the customer to install new and replacement services from the curb stop to the structure including the meter, valves, and horn, and the customer shall be responsible for all costs incurred in connections with such installation. All materials used on the installation of a service pipe shall conform to BWD standards. All service pipes within the approximate limits of a highway including the curb stop shall be installed to BWD specifications. Upon installation of an approved service, the BWD shall service the meter as well as that part of the service from the main to the curb stop. All costs resulting from the abuse or destruction of a meter shall be borne by the customer (see Addendum-rates).

Section 6: TEMPORARY SERVICE

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 the Selectmen, it does not interfere with the use of water for general purposes. A temporary water fee will be charged for each occasion (See Appendix-A6). In addition, the quantity of water taken for such purposes shall be determined by meter and shall be paid for in accordance with the rate schedule in effect. Customers requiring temporary water service shall reimburse the BWD for all expenses in conjunction with providing the necessary temporary service connections. An approved backflow prevention device will be utilized commensurate with the degree of hazard involved.

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 BWD and the owner grants permission; but such service delivery shall be entirely at the expense of the customer requesting such service. Application must be in writing and approved by the BWD Selectmen. An approved backflow prevention device will be utilized. (See Appendix A-6)

Section 7: SEASONAL SERVICE

Seasonal service is one which supplies premises for only a portion of the year and will be shut off during our scheduled seasonal turn-off dates, usually the two weeks after Columbus Day and will not be turned back on until the last two weeks of April. Seasonal customers will receive two billing cycles that will include turn-off and turn-on fees.

Year round customers servicing seasonal units through a master meter may apply for and purchase individual meters in order to categorize unit as seasonal to avoid year round billing status.

Section 8: WATER PROBLEMS

The BWD may not grant permission to install any mainline service lines, or service connections between November 1 and April 15, except by special arrangement.

In those cases where customer-owned service pipe or main is frozen, the thawing shall be done by the BWD at the expense of the customer. To avoid a recurrence, the BWD 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 six feet, as required, the BWD reserves the right to require it to be relocated before service is resumed (see Appendix A-5).

When it becomes necessary to thaw a frozen service pipe, and it cannot be determined where it is frozen, and the customer requests that the service pipe be thawed by the BWD the total cost of the work shall be paid by the customer. (See Appendix A-8)

Section 9: JOINT USE OF PIPE TRENCH

Water service pipes will not be placed in the same trench with gas pipes, electric conduits, drains, sewers, or similar structures except under special conditions and only with prior approval of the BWD. The distance and manner of installation between utilities will be determined by the New Hampshire Water Supply and Pollution Control Commission's regulations and the BWD.

Section 10: MAINTENANCE OF PLUMBING

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

Section 11: CROSS CONNECTIONS

The words "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 stream, chemicals, gases or other contaminants whereby there may be a flow of an unapproved water to the BWD water supply.

Cross Connection Control: The BWD has published an established set of rules to administer a cross-connection control program to protect the public water supply system (see Appendix B). No cross connection within the system will be allowed unless protected by an approved backflow preventer commensurate with the degree of potential hazard. All such consumption within the premises shall pass through the protective device. The Superintendent is further empowered to establish and see that certain fees and charges associated with inspection and testing of premises and devices are collected. Said fees and charges shall be as outlined in Appendix A-9.

No cross connection between the BWD's water supply and any other supply will be allowed, unless such connections are properly protected by backflow preventers approved by both the BWD and the New Hampshire Water Supply and Pollution Control Commission (RSA 148.B2). No connections capable of causing a backflow between the BWD's water supply system and any plumbing fixture device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted. If such connections are discovered and the owner of such connection fails or refuses to beak or properly protect the connection within a 24-hour time period after notification of the cross-connection, the BWD shall discontinue service, making a definite break in the water service pipe until the connection has been properly changed. A fine will be imposed and collected in full prior to reestablishing the water supply (see Appendix A-9).

Section 12: SAFEGUARDING DIRECT PRESSURE WATER DEVICES & SYSTEM SUPPLIED BY AUTOMATIC FEED VALVES.

All customers having direct pressure water devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves shall have installed and maintained in operating condition appropriate vacuum, temperature, and pressure relief valves or cutouts in the water system and/or secondary system to prevent damage to the water device or secondary system or their appurtenances should it become necessary to shut off the water main or service or should a pressure failure occur for any other reason. Water service supplied to any customer not providing such protective devices will be strictly at the risk of the customer, and the BWD will not be held liable for damage resulting from the lack of or failure of such protective devices. The BWD shall not be liable for damages to any hot water tank or direct pressure devices on the customer's premises.

In cases requiring an immediate shutdown of mains piping due to emergency situations, the BWD shall make reasonable attempt to notify its customers but lack of notification shall not cause BWD to be liable for damage of equipment inside the customer's facility.

Section 13: FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS

No customer shall install or use water consumption apparatus which will affect the BWD pressure or operating conditions so as to interfere with the service of another customer. Where a customer has or proposes to install apparatus which requires water in sudden and/or material quantities, impairing the pressure to the detriment, damage or disadvantage of other customers, the BWD reserves the right to require such customer to install such devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits as determined by the BWD.

If the customer, after receiving written notice from the BWD, fails to present an acceptable remedial plan with a limit set by the BWD, service will be discontinued.

Section 14: BILLS PAYABLE

Bills for water service will be due and payable, upon presentation of the bill. The failure of the customer or representative to receive written notice of the water bill does not relieve the customer from the obligation of its payment nor from the consequences of its nonpayment. All charges are due and payable upon presentation of the bill and are past due thirty (30) days after the date of the bill. The Superintendent or his representatives are not authorized to accept monies due the BWD by delinquent customers.

Section 15: DISCONTINUANCE OF SERVICE

Service may be discontinued by reason of nonpayment of water bills or violation of any rule or regulation contained herein. Once discontinued, services may not be reconnected until the cause of complaint resulting in discontinuance of service has been removed and until reconnection charges (see Appendix A-10), plus arrearages, if any, have been paid. Service will also be discontinued without notice in case of fraudulent use or violation of Section#10 or 11 of these Rules & Regulations.

If a bill for water service is not paid within thirty (30) days after the issue date, the BWD reserves the right to assess a penalty (see appendix A-10) and discontinue the service after twelve (12) days from the date of mailing a shut-off notice to the customer addressed to him at the address on file at the BWD office. Reconnection will not be made until all previous charges for water including penalties have been paid plus the reconnection fee. All charges for water shall constitute a lien, in accordance with the terms of NH Revised Annotated Chapter 38, Sec. 22.

When service has been discontinued for nonpayment of a bill, the charge for reconnection shall be the current turn on fee, payable in advance (see Appendix A-10).

The charges for turning water on or off (by appointment) at the customer's request shall be posted at the office of the BWD. Only BWD personnel may turn water on and off at the curb stop.

The BWD may take a customer to Small Claims Court to collect payment. All cost associated with court, sheriff and lawyer fees shall be borne to the customer.

The BWD will assess a charge for a check returned for insufficient funds, this charge will be set by the BWD. (See Appendix A-10)

Section 16: RESPONSIBILITY FOR WATER CHARGES

Charges for services furnished by the BWD or under any agreement between the BWD and the customer shall continue to the end of the term specified or until such time as the BWD shall receive reasonable notice from the customer of a desire to terminate the service.

The BWD requires that there shall be one meter per unit. It is the intent of the BWD that there be one meter per unit, a unit is a separate living, commercial or industrial space. It shall be deemed a violation of the contract between the BWD and the customer if a customer is found to be extending their water service to another unit within the building or to another building located on the same premises without having notified the BWD and having obtained documented permission for such extension. The practice shall be considered “unauthorized use of water” and subject to the penalty listed in (Appendix A-12).

Where there is more than one customer unit in a building supplied with water, the BWD shall require that the owner of the premises will be responsible for payment of all charges for water service rendered to the property billed in accordance with the rates on file with BWD. Owner is responsible for all water charges incurred by tenants. These bills will automatically become a lien on the property.

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:

1. For new or totally re-plumbed and remodeled structures, individual meters to each unit shall be required. Each unit owner will apply for service and establish an account with the BWD as an individual customer.

A laundry facility will require a separate meter and its cost and the cost of water metered will be the responsibility of the association.

A copy of the association’s by-laws will be provided to BWD if requested.

2. For a condominium conversion of an apartment building having a single master meter, the association of owners will be responsible for payment of the water charges. The fees for a master meter shall be as presented in Addendum/rates with its latest modifications. Each customer shall pay the minimum per unit base cost (for each unit), plus any additional consumption charges for water use over the 500 CF per customer base. Conversion of apartments to condominiums will require approval of the BWD prior to receiving final Planning Board approval.

A laundry facility within a multi-unit complex will not be considered a unit.

Plans and specifications for water main extensions must be submitted to the BWD and to the Planning Board through the BWD.

Plans and specifications shall show all water line extensions in plan and profile, showing all other underground utilities including sewer, storm drainage, electrical, cable TV, telephone, etc. These plans shall be designed and stamped by a NH registered professional engineer. Plans shall be at a scale of not smaller than 1”=50 feet. As-built Mylar’s shall be provided to the BWD upon completion of the project. The requirements for as-built drawings shall be determined by the BWD.

Water lines shall not be allowed on grades over 15%. If a water line is routed cross-country, a year-round maintained gravel road over the line will be required. Water lines may not be laid deeper than 10 feet from finish grade.

New water main installations shall be designed in compliance with Bristol's current specifications available at the office of the BWD.

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. Building construction shall be in compliance with the current building codes in effect for Bristol. Any proposed sprinkler system shall meet ISO and the National Fire Protection Association (NFPA) Section 13 requirements. The BWD reserves the right to refuse service to structures which will not comply with the ISO Fire Suppression Rating Schedule for needed fire flow.

Section 17: ACCESS OF PREMISES

The officers or agents of the BWD 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 meter, to ascertain the amount of water used and manner of use, and to enforce these Rules and Regulations. The customer agrees to indemnify and hold harmless BWD, its agents and employees, from any and all liability, claims, and causes of action arising out of any such entry or inspection.

Section 18: PAYMENTS

When a customer's credit is, or becomes impaired, the BWD may, when it deems necessary to guarantee payment of current bills, require a signed payment agreement between the BWD and the customer

Section 19: NO LIABILITY FOR INTERRUPTED OR UNSATISFACTORY SERVICE

If, by reason of shortage of supply or for the purpose of making repairs, extension or connections, or for any other reason beyond the control of the BWD, it becomes necessary to shut off water in the mains, the BWD will not be responsible, and have no liability, directly or indirectly, for claims for any damages occasioned by such shutoff and no refunds of charges will be allowed unless the interruption is in effect for a continuous period in excess of ten (10) days, in which case a proportional refund will be made. Notice of shutoff will be given when practicable, but nothing in this rule shall be construed as requiring the giving of such notice.

The BWD 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 or occasioned by the gross negligence of the Department.

The BWD will publish notices when the water turbidity is in excess of that prescribed by law.

Section 20: RESTRICTION OF WATER USES

The BWD reserves the right, in periods of drought or emergency or when deemed essential to the protection of the public health, safety and welfare, to restrict, curtail or prohibit the use of water for secondary purposes, such as sprinkling, car washing, air conditioning or filling swimming pools, and shall have the right to establish the hours and periods when water may be used for such purposes.

Section 21: UNAUTHORIZED USE OF WATER

Use of water is confined to the premises named in the contract. No customer shall supply another not entitled to the use of water, nor shall he use it for any purpose not mentioned in his application. No person shall obtain water service from any hydrant, fountain, or other fixture of the BWD without previous consent of the BWD. (See Appendix A-11 for penalty)

Section 22: ABATEMENTS

Abatements towards bills may be issued, on the sewer portion, due to excessive use of water as a result of a leak on the property, not discharged into the sewer system, example, broken hose bib or broken pipe, by notifying the BWD in writing of dates and approximate amounts.

Abatements will be given if a meter read proves to be inaccurate or misread.
(See Section 23)

The amount abated shall be credited by the BWD at the time of the next quarterly billing after the time from which the abatement is claimed. Abatements will not be granted after a six month period from the occurrence.

Section 23: METERS

Anyone may make written application for metered service. The size of the meter will, in all cases, be determined by the BWD. The BWD may install meters whenever deemed expedient. Each new customer pays a new meter service connection fee, after which the BWD maintains and makes changes as necessary. The meter will remain the property of the BWD (see Appendix A-12 for customer charges).

If the owner(s) of a multi-unit complex served by a single meter choose to install individual meters to all units, the BWD will supply, at the customer's expense, meters and related equipment deemed necessary and will install under the supervision of the Superintendent. This is not considered a new service.

METER SETTINGS: 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 horn with a valve on the street side of the meter and a backflow preventer valve on the house side of the meter. The cost of installation shall be borne by the customer (see Appendix A-12). Meters once set may be changed in location at the request of the customer, only at his expense, and provided such change has been duly authorized by the BWD.

METER NON SEWER: To have a "spigot unit" installed at a residence, it would require a meter horn, valve and dual check at the cost of (see Addendum B), or the cost at the time of the application for the meter. This needs to be installed by a licensed plumber with an employee of the Bristol Water Department on site to over see the installation. This is for outside use only, and can be checked at anytime by an employee of the BWD. This meter rate is at 100% water usage, and the original meter will be billed at 100% water and 100% sewer. This can not be a seasonal meter.

METER BOXES: When the customer fails or neglects to furnish a suitable location for the meter inside his building, or where for other reasons it is necessary or expedient to locate the meter in an underground box or vault, the customer shall bear the expense of same.

REPAIRS: Meter repairs or replacement necessitated by ordinary wear or the result of flood, lightening or other acts of God will not be charged to the customer. Repairs or replacements resulting from freezing, hot water, fire, tampering or by other fault of the customer will be charged to the customer.

AUXILIARY METERS: Additional or auxiliary meter designed by the customer will be allowed. The BWD will furnish, supervise installation and maintain them at the customer's expense.

FAILURE TO REGISTER: If a meter fails to register, or if it is removed for the purpose of making repairs, the BWD will make a charge for the water used based on the average of the amount registered over similar periods preceding or subsequent thereof.

TESTING: Meters tested at the customers request and found to register within 2%, plus or minus, will be deemed correct and the customer will be responsible for the testing fee (see Appendix A-12).

If the meter is found to register over more than 2%, the testing fee will not be charged and the percentage of error in billing computed for the duration of the last billing period will be credited to the customers account.

If the meter does not register within the plus or minus 2% margin of accuracy, the meter will be replaced at no charge to the customer. The customer will not be responsible for the testing fee.

A written report, giving the result of such test, shall be made to the customer.

The testing of meters and the charges of such testing will be done in accordance with the requirements of the meter testing rules and regulations of the New Hampshire Public Utilities Commission.

Section 24: HYDRANTS

Fire hydrants may be used only for the extinguishment of fires or for such purposes as may be approved by the BWD. Hydrants shall be opened only by an agent of the BWD or a regular appointed fireman of the Town of Bristol. After any hydrant has been opened, the BWD Superintendent shall be notified (see Appendix-13 penalty). Hydrant needs to be unobstructed with an 8' diameter.

Developers must supply hydrants and place them where directed by the BWD and the Bristol Fire Department.

All hydrants in the system shall not have obstruction such as telephone pole, sign poles, trees, shrubs, mailboxes, etc within ten (10) feet of either side.

Section 25: TAMPERING WITH WATER DEPARTMENT PROPERTY

All meters, gates, valves, shutoffs, and standpipes which are the property of the BWD are not to be opened or closed, or in any other way tampered with, by any person other than an authorized agent of the BWD (see Appendix A-14 for penalties).

Section 26: PRIVATE FIRE PROTECTION

Customers desiring private fire protection should first consult with the BWD for this service.

Installation of the fire protection services shall be by, or under the direction of, and shall meet all standards of the BWD. All charges therefore are payable by the customer. However, once installed and placed in service, that portion of the fire protection pipe lying between the main and the property line shall become the property of the BWD and shall henceforth be owned and maintained by the BWD.

No private fire connection will be made to a water main of less than 8 inches in diameter and no private fire connection service itself shall be less than 6 inches in diameter. A private fire connection service can be used only for fire protection purposes.

Charges for private fire protection services shall be at an annual rate set up by agreement with the BWD (see appendix A-15).

Section 27: WATER MAIN EXTENSIONS

A main line water extension shall be considered only upon written request to the Board of Selectmen and subject to the Rules and Regulations of the BWD.

The BWD may sell water to a private water system through a single meter.

1. Water Main Extension Rules - General Provisions

Agreement: An applicant for water main line extension shall, prior to the start of construction, complete a contract agreement with the BWD.

Ownership: All water main extensions made under these Rules and Regulations shall be owned and maintained by the BWD after completion and acceptance by the BWD. The BWD shall have the right to make further extensions continuously and laterally there from without obligation to any previous customer or real estate developer who had participated in financing the main from which the new extension begins. The actual construction of the main line extension shall be executed by the applicant or an approved contractor and under BWD supervision. (See Main Extensions #2 B & D)

Temporary Building: The BWD shall have no obligation to make an investment to extend its water service to a house, mobile home or an establishment of temporary nature. If, however, service is installed at the expense of the applicant to such an establishment, and water service is taken for a period of five (5) consecutive years, it shall then be considered as permanent, and subject to these Rules & Regulations.

Private Water Service Extension: The BWD shall have the right to refuse to service private water lines, when in the judgment of the BWD; such lines are detrimental to proper development of the water system.

Main Size: The BWD shall specify the size and type to be installed. If it becomes necessary to expand or alter the existing system in order to supply abnormal demand requirements not foreseeable to the BWD, these costs will be the responsibility of the applicant and be included with the cost of any new extension of, or modification to the system required to serve the applicant's requirement.

All Mains and extensions shall be class 52 ductile iron pipes. Use of other material shall require the prior written approval of the BWD prior to installation.

2. Main Extensions:

Extension of service mains will be made upon petition of prospective customers subject to the following terms and conditions:

- A. When service mains are placed in service, they will be the property of the BWD.
- B. A qualified contractor can make application for a water main with the approval of the Selectmen, but will be responsible for maintenance and repair of said main and roadway for one (1) year after placing into service, to the satisfaction of the BWD. After one year, if properly operating, the BWD will assume maintenance of said main after a complete and satisfactory inspection has been made by the BWD.

The Board of Selectmen reserve the option to require the posting of security; i.e.: a performance bond or irrevocable Letter of Credit for a one year period following the installation of the main extension by a developer or customer.

- C. The size and type of pipe shall be determined by the BWD in accordance with conditions surrounding the extension including the possibility of future extension or the addition of fire protection service.
- D. Extensions shall be made only upon condition that prospective customer and/or customers sign an agreement with the BWD which shall provide that the customer and/or customers pay the entire cost of the extension and/or extensions applied for. (1)

No additional customer and/or customers for water service will be served subsequently from an existing extension built under the above provisions for a period of five (5) years, except by

provision of the agreement in the above statement (1). A contract will be drawn stating the Terms and Conditions as set forth in these Rules and Regulations.

The location of hydrants shall be coordinated between the Bristol Fire Department and the BWD.

E. The Board of Selectmen reserve the right to decline water main extensions should it be inconsistent with good planning or otherwise detrimental to the system.

Section 28: ESTABLISHMENT OF WATER RATES

Rates chargeable by the BWD for water, and payable by the customer, shall be determined by the Selectmen based upon recognized accounting methods and to fairly distribute the burden of maintenance of plant and other costs upon respective customers.

APPENDIX A

The following schedule of Charges and Fees is effective upon adoption of the current Rules and Regulations of the Bristol Water Department.

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 published in the local newspaper(s) at the time of change and/or addition. A current schedule shall be maintained at the office of the Water Department.

CHARGES AND FEES

1. Application for Water Service

A fee (see addendum A) will be charged to applicants for water and/or sewer service. A (see addendum E) service fee will be charged to the new owners of an existing service account, to cover the cost of administrative charges.

2. Installation of Service Pipe

The cost for installation of the service pipe from the main to the curb stop (valve) shall be the responsibility of the customer. Work will be supervised by BWD personnel only.

3. Transfer of Water Service

A fee (see addendum E) will be charged to the original owner to cover the cost of the final meter reading and the final billing.

4. Alterations in Pipes

Any unauthorized alteration will be subject to a minimum fine of (see addendum M).

5. Work on Customer's Premises

Hourly charges are at the rate of:
See addendum G

6. Temporary Service

The charge for temporary water service is (see addendum L) per occasion in addition to the metered charge for consumption at the current rate stated in section 28 Establishment of Water Rates.

7. Seasonal Service

The charge for an annual seasonal turn on/turn off is (see addendum F). This is for turning water on and installing a meter in April and turning water off and meter pulled in October. The charge for a Seasonal turn on or shut off not done within the scheduled annual time will be (see addendum F).

8. Water Problems

The fee for thawing frozen service lines is (see addendum G) per hour plus man hours.

9. Cross Connections/Discontinuing Service

If water service is disconnected by the BWD for violation of any BWD Rules and Regulations, the charge for disconnecting or reactivating the service shall be the current turn on fee, payable in advance.

Failure to disconnect an improper cross connection within 24 hours from the notification period shall be fined (see addendum M).

Illegal cross connections are subject to (see addendum M) to be paid plus any other charges and must be paid in full prior to re-establishing water service.

The fee schedule for cross connection permits and testing of backflow prevention devices are listed in addendum I

10. Discontinuation of Service

The minimum charge for turning water on shall be (see addendum F) during regular working hours and (see addendum F) at all other times.

The penalty for late payment is (see addendum E).

The charge for a check returned to the BWD for insufficient funds is (see addendum E). In addition, the customer will be required to pay for the returned check by either cash or a bank check.

11. Unauthorized Use of Water

The penalty for unauthorized use of water shall be an immediate disconnection and a \$150.00 fine.

Any unauthorized person who turns water on or off at the service shutoff (curb stop) shall be fined (see addendum M).

12. Meters

The charge for providing a new $\frac{3}{4}$ " meter hook-up for an existing service is (see addendum B). The charge for providing a new $\frac{3}{4}$ " meter hook-up for a new service is (see addendum B). Master meter charge shall be (see addendum B) per unit served.

The charge for replacing a damaged $\frac{3}{4}$ " meter (see addendum B).

The charge for a $\frac{3}{4}$ " meter freeze plate is (see addendum G).

The fee for larger meters is available upon request of the BWD.

The fee for testing a water meter is (see addendum K), if it tests fine the owner pays, if it tests deficient the department pays.

The charge for testing water meters for customers who maintain sub-metering of the property for their purpose shall be (see addendum K). See Rules and Regulations Section 23 for additional information.

13. Hydrants

The penalty for unauthorized use of a fire hydrant shall be (see addendum M) or the cost of any actual damage caused by that incident, whichever is greater.

14. Tampering With BWD Property

The penalty for tampering with BWD property, except fire hydrants, shall be (see addendum M) or the cost of any actual damage caused by the incident, whichever is greater.

15. Private Fire Protection

Private fire protection services shall be charged at a rate of (see addendum J) per year.

16. Establishment of Water Rates

BWD current rates for water service are as follows or as amended and posted at the BWD office: Effective September 20, 1995 (see addendum E).

**APPENDIX B
CROSS CONNECTION CONTROL
RULES & REGULATIONS
EFFECTIVE MARCH 14, 1989**

PURPOSE

These rules are designed to regulate, control and prevent the contamination of public drinking waters by the backflow of water or other liquids, gases, mixtures or substances into the distribution system of the Bristol Water Department from a source or sources other than its intended source.

DEFINITIONS

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

- A.** “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.
- B.** “Anti backflow device” means a device or means to prevent backflow.
- C.** “Approved source” means a source of water utilized by a public water system for distribution to the public for consumptive purposes and which is approved by the State of New Hampshire Water Supply and Pollution Control Commission for said use following a required and/or approved treatment process.
- D.** “Backflow” means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable supply of water from any source or sources other than the intended source.
- E.** “Backflow preventer” prevents the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable supply of water from any source or sources other than the intended source.
- F.** “Backflow preventer with intermediate atmospheric vent” means a device having two independently operating check valves separated by an intermediate chamber with a means for automatically venting it to the atmosphere. The check valves are force loaded to a normally open position.
- G.** “Backflow prevention device tester-certified” means a person who has proven his competency to the satisfaction of the Selectmen. Each person who is certified to make competent tests or to repair, overhaul and make reports on backflow prevention devices shall be conversant with the applicable laws, rules and regulations and have had at least two years of experience in plumbing or pipe fitting or have other qualifications which, in the opinion of the Selectmen, are equivalent.
- H.** “Back pressure” means pressure created by mechanical means or other means causing water, liquids or other substances to flow or move in a direction opposite to what is intended.

- I.** “Back siphonage” means a backflow resulting from negative or reduced pressure in the distribution pipes of a potable water supply.
- J.** “Barometric loop” means a loop of pipe rising at least thirty-five feet at its topmost point, above the highest fixture it supplies.
- K.** “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.
- L.** “Selectmen” means the BWD as represented by the Board of Selectmen, or it’s Chairman.
- M.** “Contaminant” means any physical, chemical, biological, or radiological substance or matter in the water.
- N.** “Containment” means that method and philosophy of backflow prevention which requires a backflow preventer at the water service entrance.
- O.** “Cross Connection” means any actual or potential physical connection or arrangements 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 there may be a flow of an unapproved water to a water supply.
- P.** “Customer or Owner” means any person who has legal title to license to operate or habitat in a property at which a cross-connection inspection is to be made or at which a cross-connection is present.
- Q.** “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 humans either from a chemical, bacteriological or radiological stand-point. The effects of the contaminants may result from short or long-term exposure.
- R.** “Low degree of hazard” means that if a backflow were to occur, the resulting effect of the water supply would be a change in its aesthetic qualities. The foreign substance must be non-toxic to humans.
- S.** “Person” means any individual, partnership, company, public or private corporation, political subdivision or agency of the state, department, agency or instrumentality of the United States or any other legal entity.
- T.** “Portable water” means water from a source which has been approved by the Selectmen for human consumption.
- U.** “Public Water System” means a system for providing piped water to the public for human consumption. If such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least 60 days a year. A public water system shall not include the portion of the service pipe owned and maintained by a customer of the public water system.

V. “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, tow shut-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.

W. “Supplier” means the BWD as represented by the Superintendent, Selectmen or its Chairman.

RESPONSIBILITIES OF THE BRISTOL WATER DEPARTMENT

The suppliers of water shall be responsible for the safety of the public system under their jurisdiction. They shall have the following specific responsibilities relative to cross-connections.

The BWD will not permit any cross-connection to any point within its system unless approved pursuant to a permit specifically issued by the BWD for the cross-connection and listed on the approved device list by NH Department of Environmental Services.

Any backflow prevention devices, required by the Rules & Regulations or policies of the BWD shall be of a model and construction approved by the BWD.

It shall be the duty of the BWD to ensure that a certified backflow prevention device tester performs all inspection duties.

It shall be required that the owner repair, overhaul or replace backflow prevention devices whenever they are found to be defective.

Records of inspection, repairs and overhauling shall be evaluated by the BWD and made a part of the BWD permanent records.

The BWD shall establish a time for completion of necessary corrections or removal of actual or potential cross-connections, taking into consideration the degree of hazard involved, and the time required to obtain and install the needed equipment. The BWD will use every means at its disposal to obtain voluntary cooperation, however, if proper protection has not been provided after a reasonable period of time (following legal notification), the BWD shall physically separate the public water supply from the on-site piping system in such a manner that the two systems cannot again be connection by an unauthorized person.

The BWD will deny water service to any premises where cross-connections exist until corrective action is taken. If necessary, water service shall be discontinued for failure to maintain backflow devices in a manner acceptable to the supplier. If it is found that the backflow prevention device has been removed or by-passed or otherwise rendered ineffective, water service shall be discontinued unless corrections are made immediately.

The BWD and the service customer shall have the following joint responsibilities relative to cross-connection.

Insure that all testable backflow prevention devices are tested and inspect on a semi-annual basis. The service customer is responsible for test fees.

The owner of any permit for a cross-connection shall have the following responsibilities relative to cross-connections:

Eliminate and disconnect any cross-connections that are maintained between their private system and the BWD water system, unless deemed necessary by the BWD and protected by a backflow preventer approved by the Selectmen for the degree of hazard associated with the cross-connection.

Insure the proper installation, operation and maintenance of an approved backflow preventer.

Comply with all provisions of any permit and the BWD cross-connection program.

Apply for renewal of the permit when required by the BWD

Insure the protection of the “in-plant” water supply system by the installation of other approved backflow preventers where necessary.

Have suitable arrangements made so that inspection can be made during regular business hours.

Maintain a spare parts kit and any special tools required for the removal of and re-assembly of the device.

PERMITS

The BWD shall not permit cross-connections within the public water supply system unless deemed necessary

All permits shall be issued by the BWD and are subject to revocation for cause by the BWD.

The permits shall include the owner’s name, location of device, manufacturer’s name of the device, size and model number, description of contaminants, the testing frequency and permit number.

All permits shall be issued and renewed by the BWD.

It shall be the BWD responsibility to review the degree of hazard of the cross-connection and assign the proper backflow prevention device to a specific cross-connection and designate this backflow prevention device on the specific cross-connection permit application.

The owner shall apply for a cross-connection permit on the appropriate forms provided by the BWD.

Permits shall be renewed every five years or whenever a change occurs in the classification of hazard and/or backflow prevention device as determined by the BWD.

Permits shall be non-transferable.

EXEMPTIONS

Any existing backflow preventer shall be allowed to continue in service unless:

The BWD considers the condition of any portion of the device to be such that replacement should be made or

The degree of hazard is changed so as to supersede the effectiveness of the present backflow preventer as indicated in the paragraph above.

APPROVED BACKFLOW PREVENTION DEVICES

Only backflow devices approved by the BWD shall be used.

A list of approved backflow prevention devices shall be maintained and available through the BWD. All approved devices shall allow for accurate testing so as to verify their performance.

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:

Low Hazard

Air gap

Atmospheric vacuum
(where bacteria hazards are not present)

Pressure vacuum breaker

Reduced pressure backflow

Or combination of the above

High Hazard

Air gap

Reduced pressure
backflow device

Or combination of the above

A backflow prevention device shall not be installed in location where the device is subject to corrosive fumes, grit, sticky or abrasive liquids. The device shall be protected against flooding or mechanical abuse. All devices shall be installed so they are easily accessible for testing and repair. They shall not be built into or close to walls or other obstructions.

THE RIGHT IS RESERVED TO AMEND OR TO ADD TO THESE RULES AND REGULATIONS AS EXPERIENCE MAY SHOW TO BE NECESSARY.

ORDINANCE IN FORCE

1. This ordinance shall be in full force and effect from and after its passage, approval, recording and publication as provided by law.

Duly Enacted and Ordained this 26 day of April , 2007 by the Board of Selectmen of the Town of Bristol, in GRAFTON County, State of New Hampshire, at a duly noticed and duly held session of the said Board of Selectmen.

Bristol, New Hampshire
By: Board of Selectmen
