CITY OF SOMERSWORTH
CITY COUNCIL MEETING

AGENDA FOR FEBRUARY 18, 2014

5:30 P.M. City Council Workshop – Presentation on Landfill Solar Energy Feasibility Study

6:45 P.M. Public Hearing on Ordinance No. 8-14, Add New Chapter 32, Water Ordinance

7:00 P.M. City Council Meeting

1. Roll Call of Members
2. Pledge of Allegiance
3. Minutes of Previous Meetings
   A. Minutes of Presentation by HTA Engineers held on 2/03/2014.
   B. Minutes of City Council Meeting held on 2/03/2014.
4. Comments by Visitors
5. Announcements by Councilors
6. Communications
7. Presentation of Petitions and Disposal Thereof by Reference or Otherwise
8. Mayor's Report
9. Reports of Standing Committees
10. Reports of Special Committees, City Officers and City Manager
11. Nominations, Appointments and Elections
    A. Mayoral Appointments to Sustainability Committee:
       - Jennifer Nalley, Citizen Representative, Term to Expire 02/2016.
       - Doug Watson, Citizen Representative, Term to Expire 02/2016.

B. Mayor Appointment to Vision 2020 Committee:

- Arthur Hendrickson as a Community Member At Large, Term to Expire 03/2016.

C. Nomination to Zoning Board of Adjustment:

- Matt Keiser as a Regular Member, Term to Expire 03/2017.
- Paul Drager, Alternate, Term to Expire 03/2017.

D. Nomination to Planning Board:

- Aaron Fournier, Alternate, Term to Expire 03/2017.

E. Nomination to Conservation Commission:

- Angela Ficco, Term to Expire 03/2017.

12. Lay on Table

13. Unfinished Business

Nominations, Appointments and Elections:

F. Nomination to Zoning Board of Adjustment as a Regular Member – Donald Routhier, Term to Expire 04/2017.

Ordinances:

A. Ordinance No. 8-14 Add New Chapter 32, Water Ordinance.

B. Ordinance No. 9-14 Amending Chapter 4, Personnel Rules & Regulations, Compensation Schedule.

C. Ordinance No. 10-14 Amending Chapter 4, Personnel Rules & Regulations, Section 11.3 Titled "Health Insurance."

14. New Business

Ordinances:

A. Ordinance No. 11-14 Supplemental Appropriation for Additional Improvements as Part of the Downtown Improvement Project.

Resolutions:

A. Resolution No. 28-14 Authorize the City Manager to Purchase Ipads to be Used by the Mayor and City Council.

B. Resolution No. 29-14 To Demolish the Former Police Station and Establish a City Park.

C. Resolution No. 30-14 To Authorize the City Manager to Order One Police Cruiser which will be Funded in the Fiscal Year 2014-2015 Budget.

D. Resolution No. 31-14 To Authorize the City Manager to Contract with Severino Trucking Company Inc. of Candia, NH for Improvements to Station Street.

E. Resolution No. 32-14 To Authorize the City Manager to Contract with Severino Trucking Company Inc. of Candia, NH for Improvements to the Prospect Street Stairs.

F. Resolution No. 33-14 To Authorize the City Manager to Contract with Severino Trucking Company Inc. of Candia, NH to Replace Certain Water Services under Sidewalks in Conjunction with the Downtown Improvement Project.

G. Resolution No. 34-14 To Authorize the City Manager to Contract with Severino Trucking Company Inc. of Candia, NH for the Replacement of the Exterior Stairs near the Somersworth City Hall.

15. Comments by Visitors

16. Closing Comments by Council Members

17. Future Agenda Items

18. Nonpublic Session (as necessary, pending roll call vote by Council)

19. Adjournment

ORDINANCE NO. 11-14 SUPPLEMENTAL APPROPRIATION FOR ADDITIONAL IMPROVEMENTS AS PART OF THE DOWNTOWN IMPROVEMENT PROJECT.

Somersworth, NH
February 18, 2014

THE CITY COUNCIL OF THE CITY OF SOMERSWORTH HEREBY ORDAINS THAT pursuant to Section 7.7(a) of the City Charter the annual budget for the City of Somersworth for Fiscal Year 13-14 is amended as follows:

Appropriate $313,485 from Unanticipated Revenues to the Other Expenses section of the FY 13-14 General Fund budget and $50,000 from Water Fund Revenue to the Water Fund budget as follows:

Original Budget	Amendment	Revised Budget
$1,366,817	$ 313,485	$1,680,302
$2,049,647	$ 50,000	$2,099,647

Approved as to Funding:

Scott A. Smith
Director of Finance and Administration

Recorded by:

Diane M. DuBois
City Clerk

Background:
This ordinance appropriates the use of Unanticipated Revenues from the following sources: bid bond forfeiture ($25,000), unanticipated insurance reimbursement ($243,000), sale proceeds of tax deed property ($45,485).

This Ordinance requires a public hearing and requires a 2/3 majority vote of the City Council after the public hearing subject to Section 7.4.1 and Section 7.7(A) of the City Charter.

Introduced by Councilors

David A. Witham
Dale R. Sprague
Jennifer Soldati
Martin Pepin

Approved:

City Attorney

ORDINANCE NO. 8-14 ADD NEW CHAPTER 32, WATER ORDINANCE.

Somersworth, NH
February 3, 2014

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the Ordinances of the City of Somersworth, as amended, be further amended as follows:

ADD new Chapter 32, Water Ordinance:

City of Somersworth
Water Ordinance

(Adopted in place of Water Works Tariff)

CHAPTER 32

WATER ORDINANCE

GENERAL INFORMATION

This Ordinance of the City of Somersworth has been adopted by the Somersworth City Council, pursuant to authority vested in them by the New Hampshire Legislature and the City Charter. This Ordinance will be administered by the City's Department of Public Works, Water Division (the "Utility").

The Ordinance of the Utility, which includes by reference the rates and fees charged by the Utility, and a variety of other arrangements, requirements, and conditions governing the Utility's operations, are designed to set forth reasonable uniform practices for the management of the Utility's water system and for the governance of the Utility's relationship with its customers. The Utility encourages its customers to become familiar with the Ordinance; the Utility will make every effort to make the Ordinance available to all customers upon reasonable request and will also place the Ordinance on the website.

While the Somersworth City Council has ultimate responsibility for establishing the Ordinance of the Utility, the Director of Public Works shall have immediate control and management of the Utility under the general supervision and direction of the City Manager, who reports to the City Council. The Somersworth Finance Director, who reports to the City Manager, will be responsible for Utility billing and collections.

SECTION 1: DEFINITIONS

1. "*Abutter*" shall mean one whose property abuts, is contiguous to, or joins at the border or boundary of a public right-of-way in which a Main Pipe is to be or has been installed.
2. "*Backflow*" refer to definition in Section 6.
3. "*Backflow Prevention Device*" refer to definition in Section 6.
4. "*Bypass*" shall mean the pipe extended around the meter from and to the Service Pipe through which the Utility may provide service to the Customer while the meter is out of service.
5. "*Cross Connection*" refer to definition in Section 6.
6. "*Curb Stop/Curb Shut Off*" shall mean the valve owned and maintained by the Utility, normally located at or adjacent to the Customer's property line, which the Utility alone may use to turn on or Shut Off service to the Premises.
7. "*Customer*" shall mean any individual, partnership, firm, association, corporation, city government, or governmental division owning or having an interest in property to which the Utility supplies service.
8. "*Customer Unit*" shall mean the occupancy to which meter rates shown herein shall be separately applied.
9. "*Main Pipe*" shall mean the Utility's supply pipe from which service connections are made to supply water to Customers.
10. "*Radio Transmitter*" shall mean the device placed by the Utility on the outside surface of the Customer's Premises permitting the Utility to obtain a meter reading without entering the Premises, to include externally or internally mounted radio transmitters.
11. "*Petitioner*" shall mean the owner or duly authorized agent of the owner of real property who is requesting Main Pipe extension for any purpose.
12. "*Premises*" shall mean the Customer's property or building(s) thereon to which service is provided.
13. "*Private Fire Protection*" shall mean private water service located on the Premises, including fire sprinklers, hose lines, and hydrants, connected to, or served by, the Utility system to provide water for extinguishing purposes.
14. "*Private Meters*" shall mean additional non-Utility owned meters monitoring service to a portion of the Customer's Premises.
15. "*Rate and Fee Schedule*" shall mean those rates, fees, and charges set by the Somersworth City Council.
16. "*Regular Working Hours*" shall mean the hours, Monday through Friday, excluding holidays, during which time the Utility is normally open for business.
17. "*Service Pipe*" shall mean the pipe running from the Main Pipe into the Customer's Premises.
18. "*Shut Off*" shall mean the valve owned and maintained by the Customer, located within the Customer's Premises or on Customer's property, which may be used to turn on or off service to the Premises.
19. "*Utility*" shall mean the City of Somersworth's Department of Public Works, Water Division.
20. "*Utility Specifications*" shall mean those construction guidelines, approved products, policies and practices of the Utility

21. *"Meter Vault"* shall mean an underground watertight/waterproof structure approved by the Utility that houses the water meter and other devices as necessary. The meter vault shall be of sufficient dimensions to allow safe access for maintenance of the meter and other devices.

SECTION 2: APPLICABILITY, TERMS, AND CONDITIONS

1. The City of Somersworth's Department of Public Works, Water Division, is responsible for the production and delivery of potable water for consumption and fire protection. It is regulated by the New Hampshire Department of Environmental Services, and the US Environmental Protection Agency.

2. This Ordinance applies to all Customers served by the Utility upon adoption of this Ordinance and to any connections made thereafter, which includes areas within the City of Somersworth; Sunningdale Condominiums, Kelwyn Park, and Janco, Inc., in Rollinsford; Varney Road and Blackwater Road in Dover; and any future franchise expansions. This listing of service areas may be modified from time to time as appropriate and requires City Council approval. Wholesale service shall be per the terms of individual inter-municipal agreements subject to the approval of the City Council.

SECTION 3: APPLICATION FOR SERVICE AND CONNECTION FEE AND COSTS

1. **Procedure.**
   a. Applications for new service shall be made in person by the Customer or a duly authorized agent at the office of the Utility.
   b. Each application shall be accompanied by an application fee and completed service application data form, identifying each plumbing fixture and estimates of flow and peak demand as may be requested by the Utility for which service will be required. At the discretion of the Utility, this information may be provided in a letter signed by the Customer's architect or engineer.
   c. The Utility shall review the service data to determine whether it has sufficient capacity to provide adequate water service to the Customer.

2. **Determination.**
   a. If the Utility determines that it does not or will not have sufficient capacity to serve, it shall not be obligated to provide the service. The Utility may, at its option and discretion, enter into such agreements with applicants to make readiness to serve improvements at Customer's expense.
   b. If the Utility determines that it has sufficient capacity to provide adequate water service, the Utility will approve the service and assess a connection fee. The connection fee will consist of the following components: labor and material charges related to the work components of connecting to the Main Pipe and a Capacity Use Surcharge (if applicable).
   c. Service shall not be provided until all required deposits or payments have been made by the Customer.

3. **Change of Use in a Commercial or Industrial Customer Unit.**
   a. Upon the change of use in a commercial or industrial Customer Unit, the Customer shall be required to reapply and to submit revised service data to the Utility, and shall conform to all Utility regulations governing new installations.

SECTION 4: SERVICE PIPE

1. All public and private service pipes and mains shall be under the regulation of the Utility and be installed and maintained according the standards set by the Utility.

   a. Installation, Ownership, and Maintenance.
   The Service Pipe as it extends from the Main Pipe and Curb Stop located within the limits of the public right-of-way or Utility easement shall be installed, owned, and maintained by the Utility. The Customer may, subject to prior written approval and inspection by the Utility, install the Utility's portion of the Service Pipe. The Service Pipe from the Curb Stop into the Premises shall be owned by the Customer and installed and maintained at Customer's expense.

   In the event the City makes improvements to infrastructure (i.e. Road, Drainage, Water, Sewer, etc.) in the location of a customer's service pipe, and it is determined by the City that the service pipe must be replaced in the best interest of the project, the City reserves the right to require the Customer to replace the service pipe at the Customer's expense by a date determined by the City The City shall provide reasonable time for the Customer to relocate the service.

   The Customer retains ownership and maintenance responsibility for the relocated/replaced service pipe.

   b. Connection.
   Only the Utility or its duly authorized agents shall install, maintain, or repair any Service Pipe connection to a Main Pipe. Such connections shall be made only from the street which is the legal address of the Premises served, unless otherwise authorized in writing by the Utility.

   c. Installation Specifications.
      i. The Customer's portion of a Service Pipe shall be installed in accordance with Utility Specifications. It shall be composed of a material which is acceptable to the Utility and the installation and pipe shall be in conformance with good engineering practices and in accord the requirements of law.
      ii. The Service Pipe shall be no less than three quarter (3/4) inch diameter, and shall have a minimum ground cover of five (5) feet unless authorized in writing by the Utility.

iii. The domestic water service shall not share a shut off valve with any fire suppression system. Both systems must be individually isolated, valved, and supplied from outside any building.

d. Installation Period.

The Utility's portion of a Service Pipe shall be installed during the period of mid-April to mid-November as frost and weather conditions permit. In an emergency and upon the Customer's request, the City Manager, at his/her sole discretion, and in compliance with applicable ordinances, may authorize the Utility to permit service installation or repair during winter months.

e. Service.

i. Customer shall be provided service through only one Utility owned Service Pipe and Curb Stop/Curb Shut Off per legally subdivided lot. Customer may at Customer's own expense separately meter individual buildings and tenants as Customer determines.

ii. When an existing Customer has more than one service line per legally subdivided lot, the Utility reserves the right to reduce the number of service lines provided to one, as part of any conversion of use, renovation or other changes in condition requiring a building permit.

iii. Where more than one Customer is currently provided service through one Service Pipe and Curb Stop/Curb Shut Off, any violation of Utility regulations by one or more Customer(s) so serviced shall be deemed a violation by all, and the Utility may take such action against all such Customers as could be taken against a single Customer. The Utility shall make reasonable efforts to advise all Customers served by the common Service Pipe and Curb Stop of the violation and, where appropriate given an opportunity to cure the violation.

f. Joint Use of Service Pipe Trench.

Joint use of a Service Pipe trench with gas pipe, sewer pipe or other Utility service shall only be performed in accord with Utility Specifications. No service pipes shall be laid in the same trench with a gas pipe, a sewer pipe, or any other utility, nor within three (3) feet of any open excavation or vault. In all cases, the Utility may adhere to and adopt as part of its specifications any standards set forth by regional, governing, or industry bodies which represent better management practices and stricter safety and reliability procedures.

g. Shut Offs.

The Customer shall install and maintain on that portion of the Service Pipe located on or within the Premises served, two (2) Shut Offs - one on either side of the meter. The Shut Offs shall be of a type acceptable to the Utility. The Utility may use the Shut Off for service, maintenance, and other purposes.

h. Thawing.

The Customer shall be responsible for thawing Customer's portion of the Service Pipe. When it becomes necessary to thaw a frozen service pipe, and it cannot be

determined where it is frozen, and the Utility, at the customer's request, undertakes to thaw the same, the total cost thereof shall be paid by the customer. The Utility representative will give instructions to prevent further freezing. Service pipes with a history of freeze-up without effective remediation may be directed by the Utility to be replaced so as to prevent further freezing.

i. Allocation of Responsibilities.

i. Installation.
Installation by the Utility of its portion of a Service Pipe shall be at the Customer's expense. If the Customer elects and the Utility allows the Customer to install the Utility's portion of the Service Pipe, inspection by the Utility shall be at the Customer's expense.

ii. Reinstallation.
Reinstallation of the Utility's portion of the Service Pipe which, in the opinion of the Utility, is required due to increased demand within the Customer's Premises shall be performed by the Utility at the Customer's expense.

iii. Relocation.
Any relocation or replacement of the Customer's portion of the Service Pipe shall be approved by the Utility and performed at the Customer's expense.

iv. Installation during Winter Months.
Ordinarily no new service pipes or extensions of mains will be installed during winter conditions (when frost is in the ground, but no later than the fifteenth day of November) unless the customer shall defray all extra expense occasioned by such installation, and such work is in compliance with all other City ordinances. Any Customer requesting emergency service installation during winter months shall pay all extra expenses incurred by the Utility due to frost and weather conditions, including maintenance of the excavation until final paving is installed.

v. Temporary service is one installed to any building or trailer not placed on a permanent foundation, or to a garden or for other temporary use, unless for the exclusive use of the Utility. The whole cost of installation from the nearest available main, and maintenance, shall be at customers expense.

SECTION 5: PRIVATE MAINS, PLUMBING, AND TANKS

1. Private Mains.

The Utility recognizes that there exists within its service area water lines servicing multiple Utility Customers that were installed by private parties, are not within the public right of way easement area, and are not maintained by the Utility. Customers shall maintain private mains in good repair and cooperate and coordinate with the Utility as may be necessary to ensure

that the requirements of this ordinance and the delivery of potable water to Utility's Customers are met.

2. **Maintenance of Plumbing.**
Customers shall maintain the plumbing and fixtures within their own premises in good repair, free from leaks and protected from freezing, at their own expense; and for failure to do so service may be disconnected. Any relocation of the service pipe on customers premises due to change in grade, relocation of grade or otherwise shall be at the customer's expense, and in no event shall the Utility be responsible for any damage done by water escaping therefrom.

3. **Hot Water Tanks.**
All customers having direct pressure hot water tanks or appliances must place proper automatic vacuum and relief valves and/or an expansion tank and/or a pressure-reducing valve in the pipe system to prevent any damage to such tanks or appliances should it become necessary to shut off the water on the main pipe or service pipe. Service will be provided to such direct pressure installations only at the customer's risk and in no case will the Utility be liable for any damage occasioned thereby. The Utility shall not be responsible for any damage caused by the Customer's failure to provide an appropriate thermal expansion device or pressure relief valve.

4. **Fees and Expenses.**
All fees and expenses associated with private mains, plumbing, fixtures or other appurtenances shall be Customer's responsibility.

SECTION 6: BACKFLOW PREVENTION

1. Purpose of the Backflow Prevention Program – Cross-connections between water supplies and non-potable sources of contamination represent one of the most significant threats to health in the water supply industry. This program is designed to maintain the safety and potability of the water in the Utility'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, mixtures or substances into the distributing system from a source or sources other than its intended source. This section is intended to conform to the regulations promulgated by the New Hampshire Department of Environmental Services. The attention of all concerned parties is directed to those regulations.

2. As used in this section, the following terms shall have the meanings indicated:

    a. BACKFLOW: The flow of water or other foreign liquids, gases or other substances into the distribution system of a public water supply from any source other than the intended source.

    b. BACKFLOW PREVENTER/PREVENTION DEVICE: a device or means designed to prevent backflow or backsiphonage.

c. BACKFLOW PREVENTERS:

i. AIR GAP – A physical separation sufficient to prevent backflow between the free-flowing discharge end of the table water system and any other system.

ii. ATMOSPHERIC VACUUM BREAKER – A device that prevents back siphonage by creating an atmospheric vent where there is either a negative pressure or sub-atmospheric pressure in a water system.

iii. BACKFLOW PREVENTER WITH INTERMEDIATE ATMOSPHERIC VENT – A device having two (2) check-valves separated by an atmospheric vent.

iv. DOUBLE CHECK VALVE – A device having two (2) spring-loaded, bronzed-faced-with-rubber-disc check halves, with shutoff valves and test cocks for periodic testing.

v. HOSE BIB VACUUM BREAKER – A device that is permanently attached to a hose bib and which acts as an atmospheric vacuum breaker.

vi. PRESSURE VACUUM BREAKER – A device containing a spring-loaded check valve and a spring-loaded atmospheric vent that opens when pressure approaches atmospheric.

vii. REDUCED PRESSURE-PRINCIPLE BACKFLOW PREVENTER – An assembly of check valves and a reduced pressure zone that spills water to the atmosphere in the event of failure of the valves. It has valves and fittings that allow the device to be tested.

viii. BACK SIPHONAGE: Backflow resulting from negative or less than atmospheric pressure in the water system.

ix. BACK PRESSURE: A condition in which the customer's system pressure is greater than the Utility's system pressure.

d. NH DES: The State of New Hampshire Department of Environmental Services.

e. CONTAINMENT: A method of backflow prevention that requires a backflow preventer at the water service entrance.

f. CROSS-CONNECTION: Any actual or potential physical connection or arrangement between two (2) otherwise separate systems, one of which contains potable water and the other of 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.

g. CROSS-CONNECTION CONTROL: In compliance and in conjunction with the New Hampshire Code of Administrative Rules the Utility will publish an established set of rules and initiate a cross-connection control program to protect the public water supply system. 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 devices shall be located at the water service entrance and all water consumption within the premises shall pass through the protective device. The Utility is furthered empowered to establish and collect certain fees and charges associated with the inspection and testing of premises and devices.

h. CUSTOMER: Any individual, partnership, firm, association, corporation, city government, or governmental division owning or having an interest in property to which the Utility supplies service.

i. FIXTURE ISOLATION: A method of backflow prevention in which a backflow preventer is located to correct a cross-connection at an in-plant unit rather than at the water service entrance.

j. PERMIT: A document issued by the Utility that allows the use of a backflow preventer.

k. RESIDENTIAL DUAL CHECK: An assembly of two (2) spring-loaded, independently operating check valves without tightly closing shut-off valves and test cocks. Generally employed immediately downstream of the water meter to act as a containment device.

l. UTILITY: City of Somersworth's Department of Public Works, Water Division

m. WATER SERVICE ENTRANCE: That point in the Customer's water system beyond the sanitary control of the Utility. This will ordinarily be the curb stop at the property line and will always be before any unprotected branch.

3. **Residential Properties**

a. All new residential buildings will be required to install a residential dual check device immediately downstream of the water meter. The cost of which will be included in the initial connection fee.

b. Installation of a residential dual check device on existing service lines, on a retrofit basis, will be instituted at a time and at the cost to the homeowner as deemed necessary by the Utility.

c. The Utility reserves the right to require multi-family residential properties to have installed on their property an approved backflow prevention device at each connection to the premises depending on the degree of hazard. The degree of hazard shall be determined by the Utility.

d. Customers having new swimming pool installations shall install a backflow preventer at the nearest sill-cock used for pool use before any permit shall be issued. Customers with existing pools shall install a backflow preventer within fourteen (14) days of being notified by the Utility, that one is required. This regulation shall apply to both inground and aboveground installations.

e. Customers having outside irrigation systems shall install a backflow preventer on that line if it branches before any other preventer.

f. Customers have fourteen (14) days to take action when notified by the Utility of a requirement. Failure to comply will result in immediate termination of services.

4. **Commercial and Industrial Properties**:
   a. The Customer shall be responsible for the elimination, prevention and protection of a cross-connection on his/her premises. Commercial and Industrial Customers are required, according to regulation, to have one or more backflow prevention devices installed and shall assume the responsibilities as contained in these regulations.

   b. Degree of Hazard - The Utility recognizes the difference in the threat to the public water system arising from different types of cross-connection. All threats will be classified by degree of hazard as determined by the Utility, and will require the installation of approved backflow prevention devices. The Degree of Hazard will be determined by the Utility according to NH DES regulations.
      i. High degree of hazard - if a backflow were to occur, the resulting effect on the potable water supply could cause illness or death if the water thus contaminated were consumed by humans. The unwanted substance may be toxic to humans either from a chemical, bacteriological, or radiological standpoint. The effects of the contaminants can result from short or long-term exposure. In High Hazard situations, a high hazard device must be installed and the preventer device is required to be tested semi-annually.
      ii. Low degree of hazard - if backflow were to occur, the resulting effect on the potable water supply would be a change in its aesthetic qualities only and the unwanted substance is non-toxic to humans. In Low Hazard situations, a low hazard or high hazard device can be installed and the preventer device is required to be tested annually.
      iii. In cases where a "low risk" hazard is being protected by a high hazard device, at the request of the customer, the Utility may elect to modify the inspection requirements.

   c. The Customer shall allow his/her commercial or industrial property to be inspected for possible cross connection and shall follow the provisions of the Utility's program and the NH DES regulations if a cross-connection is permitted.

   d. The Customer shall, at his/her expense, install and maintain any backflow preventer on his/her premises.

e. The Customer shall install the backflow preventer in a manner approved by the Utility. The Backflow prevention device shall be installed on the Service Pipe immediately after metering or bypass assemblies, but in all cases before the first branch line leading off the Service Pipe. All water entering the Premises shall pass through the protective device in accordance with Utility Specifications.

f. The Customer shall, in accordance with Utility Specifications, periodically allow the Utility or its designated agent to inspect and test the Backflow Prevention Device.

g. The Customer shall be responsible for the payment of all fees for permit(s), testing or retesting in the case a device fails to operate correctly, and re-inspections for noncompliance with the Utility or NH DES rules and regulations.

h. The Customer shall correct, within the allowable time, any malfunctions or failures of the backflow prevention device that may be revealed by periodic testing. This shall include the replacement of parts or the replacement of the backflow preventer if deemed necessary by the Utility.

i. The Customer shall maintain a permit on location for each device owned and operated at the premises.

j. Any existing backflow prevention devices shall be allowed by the Utility 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.

k. The Customer shall disclose to the Utility any new, proposed or modified cross-connection and also any existing cross-connection of which the owner is aware but has not been found by the Utility.

l. Any Customer having a private well or other private water source must have a permit if the well or source is cross-connected to the Utility's system, and permission to cross-connect may be denied by the Utility. The customer shall 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 Utility's system.

m. The Customer shall not install a bypass around any backflow preventer unless there is a backflow preventer on the bypass. Customers who cannot shut down operation for testing must supply the additional devices necessary to allow testing to take place.

n. If the Customer installs plumbing to provide potable water for domestic purposes, which is on the Utility's side of the backflow preventer such plumbing must have its own backflow preventer or individual fixture isolation.

o. No interconnections with other systems shall be made unless said secondary source satisfies in all respects of the NH DES New Hampshire Code of Administrative

Rules, Part WS- 314, and other State and Local Laws and Regulations pertaining thereto.

6. Responsibility of the Utility:

a. The Utility will operate a cross-connection control program, including keeping necessary records, which fulfills the requirements of the NH DES.

b. The Utility 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 operates satisfactorily.

c. For premises existing prior to the start of this program, the Utility will perform evaluations and inspections of plans or premises and inform the customer, by letter, of any correction deemed necessary, the method of making the correction and the time allowed for the correction to be made. Ordinarily, thirty (30) days will be allowed.

d. The Utility shall inform the customer by letter of any failure to comply by the time of the first re-inspection. The Utility will allow an additional fifteen (15) days for the correction. If there is a failure to comply with the needed correction by the time of the second re-inspection, the Utility shall inform the customer, by letter, that the water service to the customer's premises will be terminated within a period not to exceed five (5) days. A copy of this letter will be forwarded to the Health Officer and Code Enforcement Department. If the customer informs the Utility of extenuating circumstances as to why the correction has not been made, extensions to these time periods may be granted by the Utility, but in no case shall exceed an additional thirty (30) days.

e. If the Utility determines at any time that a serious threat to the public health exists, service shall be terminated immediately.

f. The Utility shall inspect premises to determine the nature of existing hazards and corrections to be made. The Utility shall re-inspect each premise at the time of permit renewal or every five (5) years.

g. The Utility shall have on its staff a person who is a certified backflow prevention device tester and who is responsive for the implementation of this program.

h. Permits

i. Cross-connection permits are required for each backflow prevention device and are secured from the Utility.

ii. The permit shall contain the information required in this regulation.

iii. Permits shall be renewed every five (5) years and are nontransferable. Permits are subject to revocation for cause by the Utility and become immediately revoked if the customer should so change the type of cross-connection or degree of hazard associated with the service.

i. Testing.

i. Backflow prevention devices shall be inspected and tested semiannually in the case of a high risk threats, or annually in the case of low risk threats and at the request of the Customer.

ii. Periodic testing shall be performed by the Utility's certified inspector or a qualified contracted inspector as determined by the Utility. The Customer shall be responsible for the cost of periodic testing at an amount set by the Somersworth City Council.

iii. The testing shall be accomplished during the Utility's regular business hours. Exceptions to this, when at the request of the customer, may require additional charges to cover increased costs to the Utility.

iv. Any backflow preventer that fails during a periodic test will be repaired or replaced by the customer. Certain high-hazard situations will not be allowed to continue unprotected if the backflow preventer fails the test and cannot be repaired immediately. Parallel installation of two (2) devices is an effective means of the customer censuring uninterrupted water service during testing or repair of devices and is recommended strongly when the owner desires such continuity.

j. Records and reports shall be kept as follows:

i. Master files on customer inspections

ii. Master files on cross-connection permits

iii. Copies of permit applications

SECTION 7: METERS

1. Ownership, Installation, and Maintenance.

All water service shall be metered by the Utility, and the meter, strainer, and radio transmitter shall be owned, installed, and maintained by the Utility.

2. Location and Placement of Meters.

a. Location.

The meter shall be located at the point of entry to the Customer's Premises.

b. Placement.

The Customer shall provide a clean, dry, and warm place, always free from debris, for the installation and placement of the meter. The meter shall be placed in accordance with Utility requirements, either special or general, and in a location which may be safely and easily accessed by a person in an upright position for the purpose of reading, maintaining and changing the meter. In no case shall a meter be placed in an open or concealed area beneath a floor and, if a meter is so placed, the Utility may require the Customer to remove and place the meter in accordance with the requirements of this ordinance. A meter, once set, will be relocated only at the customer's expense.

c. The cost of the meter and installation shall be borne by the Utility as set in the connection fee schedule; however, the Utility reserves the right to charge customers:
   i. For excess cost over the cost of a meter that the Utility determines should be used whenever the customer requests a special metering device or a meter larger than the Utility determines is necessary.
   ii. For piping and fittings in excess of normal requirements.
   iii. For irrigation meters and other meter assemblies.

3. Meter Specifications.

a. Installation.
Meters shall be installed according to Utility Specifications available at the Utility office. The size of the meter shall be determined by the Utility after a review of the information submitted by the Customer on the service application data form.

b. Bypass.
A properly valved and sealed Bypass shall be provided by the Customer around all meters larger than two (2) inches. The Bypass shall be metered. The Bypass shall not be used or tampered with by the Customer for any reason.

4. Radio Transmitter.

All meters shall be equipped with a Radio Transmitter or comparable devise approved by the Utility. The Radio Transmitter shall be installed at a place on the Premises acceptable to the Utility.

5. Non-Registering Meters.

If a meter is found which does not register, the bill for the period of non-registration will be based upon information recorded prior to or subsequent to the period of non-registration, and any other pertinent information supplied by the customer or known to the Utility. In the event of a discrepancy in usage, the dial reading from the head of each properly functioning meter shall be considered the correct usage.

6. Master Meter.

The Utility requires that a master meter be installed on the private main in the location where a private main leaves the right of way or Utility easement. The master meter and appurtenances will be at the customer's expense and will be maintained and read by the Utility for billing purposes. The Utility may alter this requirement at its sole discretion if the customer has sufficient reason.

7. Private or Auxiliary Meters.

If Customer desires Private Meters, they shall be furnished, installed, maintained, and read by the Customer for Customer's own purposes. If additional or auxiliary meters are desired by the customer for showing sub-division of the supply, including irrigation system meters, they shall be furnished, installed, and maintained at the customer's expense. Normally all such meters shall be configured in parallel rather than deduction, unless under special circumstances the Utility authorizes alternative installations. If an irrigation meter is requested as a deduct meter for sewer billing the meter will be

furnished, installed, and maintained at the customer's expense but will be read by the Utility. Written authorization by the Utility must be obtained prior to installation of auxiliary meters.

8. Testing.

All meters will be tested in accordance with guidelines set forth by the American Water Works Association. When requested by a customer, the Utility shall test the accuracy of the customers meter within fifteen (15) days from the time the request is made. A deposit for such a test is required as set in the fee schedule. If on testing, the meter is found to be over-registering by more than 3%, the deposit shall be promptly refunded. If the meter is not found to be over-registering by as much as 3%, the Utility shall retain the amount deposited for the test. The date requested, the type, make, size, and serial number of the meter, the date tested, and the result of the test shall be supplied to such customer promptly after completion of the test.

9. Allocation of Responsibilities.

a. Meter.
The meter and its installation shall be borne by the utility as set in the connection fee schedule.

b. Meter Repairs.
Meter repairs or replacements necessitated by ordinary wear will be performed by the Utility at no expense to Customer; those caused by freezing, hot water, or by any other reason shall be paid by the Customer in accordance with the fee schedule.

c. Meter Vault
The construction or relocation of a meter vault, whether performed by the Customer or the Utility, shall be at Customer's expense. Maintenance of the meter vault shall be the responsibility of the Customer.

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

e. Right of Access.
The Utility shall have the right of reasonable access to the Customer's Premises to set, read, remove, replace, or repair meters and enforce this ordinance.

SECTION 8: INSPECTIONS

1. The Utility may, with such notice as may be reasonable in the circumstances, have access to and inspect Service Pipes, private mains, meters (Utility's and private), plumbing, and all other equipment and facilities connected to the Utility's system to prevent the possibility of contamination of the Utility's potable water supply, to prevent waste or fraudulent use, and to otherwise ensure compliance with all components of this Ordinance.

SECTION 9: PROHIBITED USE

1. **Fraudulent Use.**
   Evidence of the existence of an unsealed Bypass, the Bypassing of water around meters, or the unauthorized piping or selling of water, or any other use of un-metered water except for fire extinguishing purposes shall be deemed fraudulent use. Upon discovery by the Utility of fraudulent use by a Customer, the Customer shall be charged not less than double rates for such quantities of service as the Utility shall estimate to have been fraudulently used.

   a. **Tampering.**
      No Curb Stop/Curb Shut Off, valves, hydrants, meters, standpipes, vaults, buildings, or other property of the Utility shall be installed, opened, closed, removed, or tampered with in any way by any person not authorized to do so by the Utility. Violations are subject to penalties as set in the fee schedule. Any damage to the Curb Stop/Curb Shut Off, valve, hydrants, meters, or other property of the Utility which the Utility determines is caused by tampering caused by the Customer (or Customer's employees, contractors or agents) shall be repaired by the Utility at the Customer's expense.

   b. **Cross Connections.**
      No Cross Connection shall be permitted between the public water supply and any other water supply, or between the public water supply and any plumbing fixture, device, or appliance capable of contaminating the public water supply unless the connection is protected at the metering point by a Backflow prevention device as required by this ordinance. The connection shall be approved by the Utility and the New Hampshire Department of Environmental Services, and shall satisfy in all respects the laws of the State of New Hampshire.

   c. **Electrical Ground Wires.**
      No ground wires from any source whatsoever shall be attached to any water pipe inside or outside the Premises served.

   d. **Civil Penalty.**
      Any person who violates this Ordinance shall be subject to a civil penalty not to exceed $10,000 per day of such violation and may be subject to discontinuation of service.

SECTION 10: UTILITY RIGHTS AND LIABILITIES

1. **Service.**
   The Utility will conform to all requirements of the New Hampshire Department of Environmental Services for construction and operation of its water system as pertains to sanitation and potability of the water.

2. **Waste and Improper Use.**

The Utility shall determine what constitutes waste or improper use and reserves the right to restrict the same when necessary. The Utility assumes no responsibility for any water fixtures or for the use or waste of water on any metered Premises.

3. **Conservation.**
When necessary to conserve supply, the Utility reserves the right to restrict or prohibit the use of water.

4. **Maintenance of Plumbing.**
In no event shall the Utility be responsible for any damage caused by water escaping from plumbing and fixtures.

5. **Refusal of Service to Customers Contemplating Building.**
The Utility reserves the right to refuse water service to any Customer that contemplates building until such time as the Utility shall decide that there is sufficient progress to show that the building will be completed and occupied and that adequate water service, as determined by the Utility, can be supplied.

6. **Private and Public Fire Protection.**
The Utility will endeavor to maintain reasonable private and public fire service, but does not guarantee adequate service or any aspect of such service.

7. **No Liability.**
The Utility shall not be responsible for any direct, indirect, or consequential damage caused by: service interruption or pressure loss in the Main Pipes or Service Pipes; dirty, discolored, or contaminated water; or other failure to provide service.

SECTION 11: DISCONTINUATION OF SERVICE

1. **Discontinuation by the Utility without Notice.**
Service may be discontinued by the Utility without notice for any of the following reasons:
   a. Misrepresentation by the Customer in the application for service or other fraudulent procurement of service.
   b. Use of water for purposes other than described by the Customer in the application for service.
   c. Willful waste of water.
   d. Fraudulent use of or tampering with Utility property.
   e. Abandonment of the Premises by the Customer.
   f. Cross Connection or unauthorized connection to the Utility's Service Pipe or Main Pipe with any other fixture or supply source in violation of this Ordinance or Utility Specifications.
   g. Failure to maintain plumbing and fixtures in good repair that could, in the Utility's judgment, result in contamination of the potable water supply or damage or injury to the Utility's system, persons, or property.

h. Failure to install, maintain, or repair a Backflow prevention device within the period specified by the Utility.
i. Failure to prevent contamination of potable water.
j. Unauthorized use of private fire protection system.
k. Any other use of the water or the Utility system that could cause an imminent danger or loss to the Utility's system or supply or the persons and property of others.

2. Discontinuation by the Utility with Notice.

In circumstances where placement of a lien is not possible or practical service may be discontinued by the Utility with written notice postmarked at least twelve (12) days in advance of the proposed discontinuation date for any of the following reasons:

a. Refusal of reasonable access to the Customer's Premises for inspection;
b. Any refusal or neglect to comply with this ordinance or with Utility Specifications;
c. Customer's failure to comply with terms of payment arrangement entered into between the Customer and the Utility; and
d. For such other reasons as the Utility may designate in writing.

3. Discontinuation for Non-Payment of Utility Bills.

In circumstances where placement of a lien is not possible or practical (Section 15.3.e below) service may be discontinued by the Utility for non-payment of any Utility bill, including late payment charges, if all of the following conditions are met:

a. If the Customer has not paid the bill in full within 30 days from the postmark date on the bill;
b. The Utility has provided the Customer with written notice of its intention to discontinue service, postmarked at least twelve (12) days in advance of the proposed discontinuation date for residential Customers or, in the case of non-residential Customers, at least five (5) days in advance of the proposed discontinuation date; and
c. Prior to the date of notice of discontinuance, the Utility has not received payment in full.

4. Conference Prior to Discontinuation.

A Customer may request a conference with the Utility prior to the proposed date of service discontinuation. Such conference shall be held in accordance with the Utility's standard procedure.

5. Restoration of Service.

If service has been discontinued, the Utility shall restore service promptly upon the Customer's request when the cause of discontinuation has been removed provided that the Customer has paid the restoration charges required under the rate schedule.

SECTION 12: HYDRANTS

1. Prohibited Use.

Public or private hydrants shall not be used for any purpose other than to extinguish fires or for such other purposes as may be authorized by the Utility. In no case shall hydrants or any

adaptor installed on a hydrant be operated by any person other than the Utility or its duly authorized agent.

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

3. **Fees and Expenses.**
   a. The hydrant user shall be required to make a cash deposit as specified by the Rate and Fee Schedules. Deposits made for adapters shall not be credited with any interest.

   b. If there is no damage to the hydrant or the adapter, the charge for water will be deducted from the deposit and the balance, if any, returned. If the Utility discovers any damage to the hydrant or adapter, the Utility shall make the necessary repairs at the expense of the hydrant user.

   c. The hydrant user shall be charged for either the volume of water used, or on a per diem basis as determined by the Utility, and for setting and removal of the adapter.

SECTION 13: PRIVATE FIRE PROTECTION

1. **Application.**
The Customer shall submit to the Utility a written application for private fire service. The application shall be accompanied by site and plumbing plans of the proposed fire system and a written statement indicating the size and all specific design features.

2. **Pipe Installation.**
The fire Service Pipe located within the public right-of-way or Utility easement shall be installed and maintained by and shall be the property of the Utility. The Customer may, subject to prior approval and on-site inspection by the Utility, install the Utility's portion of the fire Service Pipe. From the limits of the public right-of-way or Utility easement to the Premises served, the fire Service Pipe shall be owned and maintained by the Customer.

3. **Maintenance.**
Customer shall be responsible for all maintenance and testing by a qualified person (to be conducted at least annually) of private fire protection systems and shall keep all records of such maintenance and testing for a minimum of three (3) years. Customer shall produce such records of maintenance and testing upon request of the Utility. The Utility shall be given at least 3 business days prior notice of the test date and time and reserves the right to view the test.

4. **Contamination.**

Where a standpipe, reservoir, pump house, or tank is proposed in connection with private fire service, the Customer shall submit complete fire system plans to the Utility for prior approval. The connection shall be protected by a Backflow prevention device as required by this Ordinance.

5. **Access and Utility Inspection.**
In the construction or installation of such appurtenances as standpipes, reservoirs, pump houses, or tanks, the Customer shall provide a means of easy access to the interior of the appurtenance to permit inspection by the Utility or cleaning by the Customer as required by the Utility. During such construction or installation, the Customer shall connect to the appurtenance a separate pipe to periodically draw off water for sampling and inspection. Such draw off pipe shall not be directly connected with a sewer, drain, or outlet in any way which is not permitted by this Ordinance, or may permit contamination of the public water supply.

6. **Fees and Expenses.**
   a. The Customer shall pay a charge for private fire service as specified in the Rate and Fee Schedule.
   b. The Customer shall maintain in good repair all fire service appurtenances located on the Premises at Customer's expense.
   c. Installation by the Utility of its portion of the fire Service Pipe shall be at the Customer's expense. If the Customer elects to install the Utility's portion of the fire Service Pipe, on-site inspection by the Utility shall be at the Customer's expense.
   d. Any costs associated with the Utility's presence during private fire service testing by the Customer or insurance inspector may be charged to the Customer or to the insurance inspector.

SECTION 14: MAIN PIPE EXTENSIONS

1. **Main Pipe Installation.**
   a. All petitions for Main Pipe extensions shall be submitted to, and be subject to the approval of, the Utility.
   b. Each petition shall be accompanied by an application fee for the Main Pipe extension as specified in the Rate and Fee Schedules.
   c. Main Pipe extensions shall be owned and maintained by the Utility and shall be installed by the Utility or its authorized agent.
   d. Installation and construction of Main Pipe extensions shall continue at the discretion of the Utility as frost and weather conditions permit.
   e. Prior to installation, sub-divisions shall be approved by the local planning authority, and the right-of-way in which the Main Pipe is to be installed shall be laid out, and lines and grades established.
   f. The size of the Main Pipe to be installed shall be determined by the Utility.
   g. Main Pipe extensions shall typically be installed along the frontage of the Petitioner's Premises or, in the case of corner lots, along the frontage abutting the public right-of-way in which the Service Pipe is to be installed.

h. Final Approval of the City of Somersworth Planning Board of a site review application for a Main Pipe extension shall constitute approval from the Utility for such extension.

2. **Petitioners.**
   a. Prior to installation, Petitioner (or Petitioners as applicable) shall sign a petition which shall be presented to the Utility for approval. If the Utility approves the petition, each Petitioner shall enter a contract for the Main Pipe extension that shall be binding on the Petitioner's heirs, assigns, successors, executors, and administrators. The contract shall create a lien upon each Petitioner's Premises as provided by state law.
   b. Each Petitioner shall be charged its proportionate share of the entire cost of installing a Main Pipe and each Petitioner shall deposit with the Utility the estimated amount of Petitioner's proportionate share of the extension cost prior to the installation. Final billing will be based on actual installation cost.
   c. A Petitioner's proportionate share shall be calculated by dividing the final bill by the total number of properties (whether developed or undeveloped) having frontage along the right of way in which the Main Pipe extension is to be installed.

3. **Charges to Non-participating Abutters.**
   An Abutter who does not participate in a petition for the Main Pipe extension to which the Abutter is connecting shall be required to pay to the Utility, prior to connecting to an installed Main Pipe and in addition to other applicable charges, an amount equal to that Abutter's proportionate share of the original extension costs, adjusted annually by the Engineering News Record (ENR) Construction Cost Index.

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

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

6. **Refusal to Install a Main.**
   The Utility reserves the right to refuse or disallow the installation of a Main Pipe extension where it determines that service demand does not warrant the cost of installation, where there are environmental or other impacts unacceptable to the Utility, or where the extension will tend in any way to constitute discrimination against other Utility Customers.

SECTION 15: BILLING AND DEPOSITS

1. **Billing.**
   a. The Utility shall periodically bill Customers for water service in accordance with the fee schedule.
   b. If a meter is found not to register, a bill for the period of non-registration shall be estimated based upon consumption recorded prior or subsequent to the period of non-registration, and any other pertinent information supplied by the Customer or known to the Utility.
   c. In the event that the Utility cannot readily and safely gain access to the meter for the purpose of obtaining the meter reading, the Utility shall make its best estimate of the consumption which might be registered by the meter since the last reading date. The estimate shall be as valid as if the meter reading had actually been determined, and the Customer shall be billed according to the estimate for the period of non-registration. However, there shall be no more than two (2) consecutive estimated bills. After the second estimated bill has been prepared, the Customer shall be required to provide safe and ready access to the meter in accordance with this Ordinance.

2. **Payment.**
   a. The Customer shall make payment for all water registered by the water meter regardless of leaks or the manner in which the water was used.
   b. Bills shall be due and payable upon presentation to the Customer. Payment shall be made at the Tax Collector's Office or at such other offices as the Utility may designate to accept payment.
   c. Any payment received by the Utility after the due date shall be subject to a late payment charge in accordance with the Fee Schedule.
   d. The Customer shall be responsible for all obligations including payment for service regardless of any lease, contract, agreement, or otherwise between the Customer and another person or tenant purporting to assign or transfer the obligation to pay. The City's acceptance of any third party payment shall not constitute a waiver of Customer's responsibility for payment.

3. **Non-Payment.**
   a. Service may be discontinued in accordance with this Ordinance for nonpayment of any bill.
   b. Failure to receive a bill shall not discharge the Customer of the obligation of payment or the consequence of non-payment.
   c. When a Customer cannot pay a bill in full, the Utility shall continue to serve the Customer if the Customer pays a reasonable portion of the bill as determined by the Utility and the Customer agrees to pay the balance of the outstanding bill in reasonable installments. All payment agreements shall be confirmed in writing and copies will be kept by the Utility and the Customer.
   d. Whenever a check or draft presented for payment of service is not accepted by the institution on which it is written, a charge shall be imposed by the Utility.

e. All water charges shall become a lien upon real estate as provided by state law; however, in those instances where such a lien is not possible (outside of City limits) or impractical (instances of cooperative or shared ownership) the Utility reserves the right to terminate service and/or seek payment through other means.
f. Interest and late fees for non-payment shall be assessed at 12% per annum. Utility billing subject to lien shall be charged according to statutory limits.

4. Deposits.

a. The Utility may require a satisfactory cash deposit under the following circumstances:
   i. Before rendering service to any new Customer;
   ii. Before rendering continued service when the Customer has demonstrated a lack of responsibility in making service payments or committed other acts harmful to the Utility; or
   iii. When the Customer has requested that the Utility provide a special service. The deposit, less any amount due the Utility, shall be refunded either upon termination of service or when the Utility determines, in its sole discretion, that satisfactory credit relations have been established.

5. Change of Address or Ownership.

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

6. Service Discontinuation and Restoration.

When the Utility is requested by the Customer to connect or disconnect service for any reason, the Customer shall pay a fixed charge as specified in the applicable rate schedule for such service if performed during the Utility's Regular Working Hours or, if performed outside the Utility's Regular Working Hours, the Customer shall pay all costs incurred by the Utility in providing such service.

7. Request by Customer for Discontinuation of Service.

The Customer shall provide the Utility with reasonable notice of Customer's intention to have service discontinued and shall be responsible for all charges associated with service until expiration of such service.

8. Seasonal Use.

When, due to seasonal use, the Customer requires the Utility to remove and set the meter, the Customer shall be billed for such service and for the resetting and reinstallation of the meter as specified in the Rate and Fee Schedule. The Customer shall be billed for water used in accordance with the Rate and Fee Schedule.

SECTION 16: RATES, FEES, AND CHARGES

1. Rates, Fees, and Charges

a. All rates, fees, and charges shall be established by the City Council in accord with its customary policies and practices. Rates are subject to modification at any time by the City Council.

b. All income generated from water rates, fees, and charges, as hereinafter set forth, shall be used for defraying the cost of construction, management, operation, reconstruction, replacement, and repairs of the City water system, including treatment and distribution, and for the payment of the interest and principal of any debt incurred to pay such costs.

c. The income from water shall be paid into the City Treasury and shall be kept and applied exclusively for purposes set forth in Section 16.1.b above and shall be known as the water fund.

d. The Utility reserves the right and authority to set fees or charges for additional or unusual services and to recover all costs from a customer, by any method available, whether incurred by the Utility or an authorized subcontractor. This shall include administrative fees, legal fees, engineering fees, costs for work service, parts, and materials, and any other applicable costs whether or not specified in the Ordinance.

e. Applications for abatements may be obtained from the water office at city hall.

f. At any premise which does not have City water service and is connected to the City's sewer system, a meter may be placed on the water supply (well, etc.).

g. In all other instances that may not be enumerated above, an adjustment of charges may be made by the execution of a contract between the owner and the City. However, such a contract shall not be binding upon the City unless approved by the City Manager.

2. Information Regarding Billing

a. Main Office
The main office for utility billing is located at Somersworth City Hall, One Government Way, Somersworth, NH 03878.

b. Office Hours as Scheduled

c. Information and Complaints
   i. Any information regarding bills, notices, usage, miscellaneous charges, abatements, liens, etc. may be made by calling the water department within six months of the specific billing date at 603-692-9523 or by e-mail at waterclerk@somersworth.com. City's website is www.somersworth.com

ii. Any request for an abatement or duplicate bill regarding tenants must be made in writing by the owner and addressed to the Water Department at the above address.

iii. A customer who requests research for prior year's billings or meter readings will reimburse the City at the current fee established by the Finance Department.

d. City Billing Policy

The City of Somersworth has adopted a policy to commit all water bills for charges to the collector of taxes. The tax collector is assigned to collect the water bills. The tax collector has the same rights and remedies, including a lien and/or deeding on the real estate for unpaid bills, as in the collection of taxes as provided in RSA 80. All amounts or percentages in this ordinance will automatically be amended by any changes in the RSAs.

The only exception to this policy is the water bills pertaining to commonly held areas within condo and townhouse complexes, both residential and commercial. The water bills for commonly held areas shall not be subject to lien or tax deeding but will be subject to established shut-off procedures. All other procedures in this policy will remain the same except where noted.

e. Billing

i. "Water Bills" as referenced in this document shall mean all charges associated with water, including but not limited to water usage, mainline extensions, special reads, turn off and turn on charges, and other miscellaneous charges. Water bills are prepared by the Finance Department and sent to the owner of the property. Owners of the Property will be held responsible for the payment of water bills. If the owner of a property fails to pay the water bill and sells the property, the new owner shall be responsible for the unpaid amounts.

ii. The Finance Department bills all customer accounts on a monthly basis. All bills are due and payable net term 30 days at the office of the Tax Collector. In the event that a meter reading is not taken due to no fault of the Utility (e.g.-property locked and meter reader unable to read meter), the current month's billing shall be estimated using the following criteria: 1) usage for the previous billing, or 2) If the customer has less than 12 billing cycles, the estimate may be based on the average of the consumption amounts previously billed, or 3) If the customer has 12 or more billing cycles, the calculation drops the high and low usage and estimates on the average of the remaining billing cycles.

iii. Charges for services furnished under this ordinance or under any agreement between the Utility and the customer shall continue to the end of the term specified thereafter or until such time as the Utility shall receive reasonable notice in writing from the customer of a desire to terminate the service.

f. Payments

i. All water bills are due and payable at the office of the Tax Collector. Payment can be made in cash, bank check, money order, certified checks, automatic debit program, or by personal checks. Payments are made payable to the City of Somersworth. Third party checks are not permitted. Cash payments should not be made by mail.

ii. Customers will be charged for any returned checks. The return check fee is a flat dollar amount plus bank and legal fees per RSA 80:56.

iii. It is the intention of the Utility to send courtesy notices of substantial increases in consumption or delinquency notices for unpaid bills, but failure to do so does not relieve the customer of his/her responsibility to pay the outstanding bills promptly or to repair leaky fixtures.

g. Electronic Payments

i. The City of Somersworth has adopted a policy to authorize the acceptance of the payment of the utility charges by use of direct debit, credit cards or debit cards. Contact the water department regarding information on direct debit. Credit and debit cards are accepted on-line at www.somersworth.com, or in the Tax Collector's office. This service will be provided by an outside payment processing company. The following conditions for this service shall apply:

a) An amount shall be added to the amount due for any interest payable, and

b) A service charge for the acceptance of the card will be charged. Such service charge shall be set by the outside payment processing company and no fee will be collected by the City for this service. This service will automatically be amended by any changes in the RSA regarding credit card charges.

h. Interest

Interest at 12 percent per annum shall be charged on all amounts not paid within 30 days from date the bills were mailed. Interest due that amounts to less than $25 on warrants committed to the tax collector may be waived by the tax collector.

i. Abatement of Charges

No adjustments or refunds can be made to a customer's account without the approval and consent of the City Council or their designee through the abatement process under RSA 76. Any request for abatement shall be made in writing within six months of the specific billing date and be addressed to the City Manager. The letter shall state the amount of the requested abatement and the reason for the request. The letter shall be sent to the Finance Department who will prepare the abatement form and submit it to the City Council or their designee for action. The Council or their designee may approve or deny or adjust the amount and the decision is final.

After the abatement has been presented to the City and a decision has been made, the Finance Department will notify the customer. If the abatement is approved, the Finance Department will adjust the customer's account. If the customer has an outstanding amount due, the abatement will be applied to the outstanding amount. If the account is paid in full, a credit will be placed on the customer's account or the customer can receive a refund.

j. Liens and Collection of Charges

The City has adopted the following collection procedures for water charges and the use of one collection procedure for one service shall not preclude the use of a different collection procedure for another service. The tax collector shall be presented with a warrant for the collection of the water charges and the collection of the appropriate interest on past due amounts. The tax collector will compile a list of the water bills remaining uncollected after the due date of the final bill for the preceding year. The tax collector shall execute the lien in compliance with RSA 80:58-87 with the exception of the commonly held areas within condo and townhouse complexes, both residential and commercial. The lien amount shall include the outstanding water bill amount, interest at 12 percent from the due date up to and including the date of the lien, and any associated cost. The executed lien will be registered with the Register of Deeds. Interest after the execution of the lien will be at 18 percent. Whenever a customer has an interest in removing the lien from the property, they must contact the tax collector for the amount due. Once the customer pays the amount of the lien, interest, and cost, the tax collector shall send a notice of full redemption to the Register of Deeds. The commonly held areas within condo and townhouse complexes, both residential and commercial that have an unpaid balance on the account after 30 days from the due date shall receive a late notice by mail indicating the amount past due and the intent to shut off service after 60 days past due. If the account still remains unpaid after 60 days past the due date, a notice will be sent by certified mail that the water will be shut off. Any applicable interest and charges shall be charged. The water shall not be turned on until all past due amounts and any applicable interest and charges have been paid in full.

j. Deeding Procedures

After two years from the date of the execution of the tax lien, the tax collector will send a notice of impending deed to the owner of the property and any mortgagees. If total redemption has not been made by the date specified in the notice, the tax collector with the approval of the City Council, shall deed the property to the City (RSA 80:76-77).

SECTION 17: SEVERABILITY

If any provision of this Ordinance is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force and effect.

This Ordinance shall take effect upon its passage.

Introduced by Councilors

David Witham
Dale Sprague
Martin Pepin
Jennifer Soldati

Approved:

City Attorney

Somersworth Water Division Fee Schedule

CONNECTION FEES

3/4"	1"	1.5"	2"	4"	6"	8"
Contractor digs and supplies parts and equipment needed for digging and running line from main to property connection.				Contractor digs, supplies parts and equipment, taps main and installs meter.		
City taps the main, provides parts necessary for tapping, inspects line and installs meter.				City oversees tap and provides the meter.		
$1,100.00	$1,500.00	$1,800.00	$2,300.00	$2,100.00	$3,700.00	$5,300.00

Irrigation or Secondary Meter Installation*

3/4" - 5/8"	1"	1.5"	2"
$480.00	$675.00	$920.00	$1,330.00
*Includes Meter, Radio Transmiter, Direct Mount Kit, Adapters, Straight/Angle Valve, Dual Check Valve, and Labor.			

No charge for replacement of meters or parts if meters or parts are not functioning properly due to normal wear.

The City will charge the owner if the meter or parts are broken or not functioning properly due to neglect on the part of the owner or tenants (i.e. frozen meters).

SERVICES

Final Meter Reads	$25.00
Meter Test	$50.00
Water On	$25.00
Water Off	$25.00
Thawing/Steaming	$50+Labor
Winterizing Hydrant	$40.00
Cellar Valve Replacement	$120.00
C/O Inspection	N/C
Courtesy Calls	N/C

BACKFLOW TESTING

Test & Inspect	$40/per device
Initial Permit	N/C
Renewal Permit	N/C
Contracted Test & Inspect	Vendor Price

ILLEGAL WATER VIOLATIONS

Meter Tampering	$500.00
Hydrant Tampering	$1,000.00
Opening & Closing of external water valves	$1,000.00

EQUIPMENT

Caterpiller 430 Backhoe	$80/hr
Dump truck	$60/hr
Loader JD 544	$90/hr
Utility truck	$35/hr
Air compressor	$25/hr
Hole Hog	$200/hr

GRANULAR MATERIALS

Sand	$7.00/yd
Bank run gravel	$7.00/yd
Crushed gravel	Vendor Price
¾ stone	Vendor Price
Hot top	Vendor Price
Loam	$12.00/yd

LABOR

Business Hours	$40/hr
After Hours	$60/hr - Min 3 hrs

WATER CHARGES

Water Charge	$4.11 per 100cft
Service Charge	$2.50

RESOLUTION NO. 28–14 AUTHORIZE THE CITY MANAGER TO PURCHASE IPADS TO BE USED BY THE MAYOR AND CITY COUNCIL.

Somersworth, NH
February 18, 2014

WHEREAS, the City of Somersworth Mayor and City Council are committed to the development and implementation of sustainable practices; and

WHEREAS, the Mayor and City Council desire to take immediate steps to reduce the use of paper and reduce the demands to create and produce documents on paper for their use; and

WHEREAS, the Mayor and City Council believe it is more efficient and cost effective to receive information electronically and would like to implement this process through the use of iPads,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to purchase up to ten (10) iPads to be used by the Mayor and City Council.

Introduced by

Mayor Dana Hilliard
Councilor Jonathan McCallion
Councilor Jennifer Soldati
Councilor David Witham
Councilor Martin Pepin

Approved:

City Attorney

Background: By passage of this Resolution the City Manager is authorized to take the necessary steps to purchase ten (10) iPads with the necessary accessories that may include insurance, case/stand, training and support. The estimated cost is $ 5,280. plus any additional costs for IT training and support.

RESOLUTION NO. 29-14 TO DEMOLISH THE FORMER POLICE STATION AND ESTABLISH A CITY PARK.

Somersworth, NH
February 18, 2014

WHEREAS, the City of Somersworth owns Tax Map 11 Lot 210 and is the site of the former Somersworth Police Station with an address of 5 Main Street; and,

WHEREAS, the site is 15,777 square feet and the City maintains the USS Somersworth Park that encompasses approximately 4,300 square feet of the northerly portion of the site and is centrally located in the City's urban core; and

WHEREAS, a goal of the City's Master Plan is to create "well designed and landscaped Mini-parks that serve as visual focal points at important locations throughout the downtown"; and

WHEREAS, the City Council has funded infrastructure projects designed to further Vision 2020 efforts for downtown revitalization and to create an enhanced quality of life and community livability; and

WHEREAS, the existing building and parking area at the site are in a state of disrepair,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to execute any and all agreements and contracts necessary to demolish the former police station and associated parking area and convert the site to a City park for an amount not to exceed $29,000; and to take any other associated action deemed to be in the best interests of the City to complete this project.

Introduced by

Mayor Dana S. Hilliard
Councilor Jennifer Soldati
Councilor Denis Messier
Councilor Marcel Hebert

Approved:

City Attorney

RESOLUTION NO. 30-14 TO AUTHORIZE THE CITY MANAGER TO ORDER ONE POLICE CRUISER WHICH WILL BE FUNDED IN THE FISCAL YEAR 2014-2015 BUDGET.

Somersworth, NH
February 18, 2014

WHEREAS, the City of Somersworth's Capital Improvement Plan proposes a replacement schedule for police cruisers to maintain fleet integrity and reduce maintenance costs, and

WHEREAS, the Somersworth City Council established a goal by consensus at their February 19, 2011 goal setting session whereby they may review and approve a priority list of CIP (capital improvement plan) items earlier than the actual FY budget approval process is complete in order to allow for timely ordering,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to order one new police cruiser which will be funded through an appropriation in the Fiscal Year 2014-2015 budget, said purchase with necessary patrol set-up would not exceed $34,775 (Thirty Four Thousand Seven Hundred Seventy Five dollars).

Introduced by Councilor

Martin Pepin

Approved:

City Attorney

RESOLUTION NO. 31–14 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH SEVERINO TRUCKING COMPANY INC., OF CANDIA, NH FOR IMPROVEMENTS TO STATION STREET.

Somersworth, NH
February 18, 2014

WHEREAS, the Somersworth City Council adopted Resolution 8-14 to award a contract to Severino Trucking Company Inc. for the construction of the downtown improvement project, and

WHEREAS, improvements to Station Street were not included with the infrastructure to be improved as part of the project, and

WHEREAS, the City Council believes upgrading the water line and reconstructing the pavement and sidewalks on Station Street in conjunction with the downtown improvement project is the most efficient use of resources and will be in the best interest of the City, and

WHEREAS, the Public Works & Environment Committee reviewed this proposed addition to the project with the City's consultant engineer and recommends authorizing this addition at a cost not to exceed $185,000 (One Hundred Eighty Five Thousand dollars),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Severino Trucking Company of Candia, NH for improvements to Station Street as part of the downtown improvement project at an amount not to exceed $185,000 (One Hundred Eighty Five Thousand dollars), and to take any other associated action deemed to be in the best interests of the City to complete this project, and

BE IT FURTHER RESOLVED, approval of this resolution is subject to and effective upon approval of a supplemental appropriation to fund this project.

Introduced by Councilors

David A. Witham
Dale R. Sprague
Jennifer Soldati
Denis Messier

Approved

City Attorney

RESOLUTION NO. 32–14 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH SEVERINO TRUCKING COMPANY INC., OF CANDIA, NH FOR IMPROVEMENTS TO THE PROSPECT STREET STAIRS.

Somersworth, NH
February 18, 2014

WHEREAS, the Somersworth City Council adopted Resolution 8-14 to award a contract to Severino Trucking Company Inc. for the construction of the downtown improvement project, and

WHEREAS, improvements to the stairs on Prospect Street, located at the intersection of Prospect Street and Market Street, were not included with the infrastructure to be improved as part of the project, and

WHEREAS, the City Council believes upgrading the stairs on Prospect Street in conjunction with the downtown improvement project is the most efficient use of resources and will be in the best interest of the City, and

WHEREAS, the Public Works & Environment Committee reviewed this proposed addition to the project with the City's consultant engineer and recommends authorizing this addition at a cost not to exceed $20,000 (Twenty Thousand Dollars),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Severino Trucking Company of Candia, NH for improvements to the Prospect Street stairs as part of the downtown improvement project at an amount not to exceed $20,000 (Twenty Thousand Dollars), and to take any other associated action deemed to be in the best interests of the City to complete this project; and

BE IT FURTHER RESOLVED, approval of this resolution is subject to and effective upon approval of a supplemental appropriation to fund this project.

Introduced by Councilors

David A. Witham
Dale R. Sprague
Jennifer Soldati

Approved

City Attorney

RESOLUTION NO. 33–14 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH SEVERINO TRUCKING COMPANY INC., OF CANDIA, NH TO REPLACE CERTAIN WATER SERVICES UNDER SIDEWALKS IN CONJUNCTION WITH THE DOWNTOWN IMPROVEMENT PROJECT.

Somersworth, NH
February 18, 2014

WHEREAS, the Somersworth City Council adopted Resolution 8-14 to award a contract to Severino Trucking Company Inc. for the construction of the downtown improvement project, and

WHEREAS, approximately 21 water services are located under sidewalks in the project area in locations where the City's right of way directly abuts the property owner's structure, and

WHEREAS, the City Council believes replacing these water services that exist under sidewalks in conjunction with the downtown improvement project is the most efficient use of resources and will be in the best interest of the City, and

WHEREAS, the Public Works & Environment Committee reviewed this proposed addition to the project with the City's consultant engineer and recommends authorizing this addition at a cost not to exceed $30,000 (Thirty Thousand dollars),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Severino Trucking Company of Candia, NH to replace certain water services as part of the downtown improvement project at an amount not to exceed $30,000 (Thirty Thousand Dollars), and to take any other associated action deemed to be in the best interests of the City to complete this project, and

BE IT FURTHER RESOLVED, approval of this resolution is subject to and effective upon approval of a supplemental appropriation to fund this project.

Introduced by Councilors

David A. Witham
Dale R. Sprague
Jennifer Soldati
Denis Messier

Approved

City Attorney

RESOLUTION NO. 34-14 TO AUTHORIZE THE CITY MANAGER TO CONTRACT WITH SEVERINO TRUCKING COMPANY INC., OF CANDIA, NH FOR THE REPLACEMENT OF THE EXTERIOR STAIRS NEAR THE SOMERSWORTH CITY HALL.

Somersworth, NH
February 18, 2014

WHEREAS, the Somersworth City Council adopted Resolution 8-14 to award a contract to Severino Trucking Company Inc. for the construction of the downtown improvement project, and

WHEREAS, the replacement of the exterior stairs near the Somersworth City Hall was not included with the infrastructure to be improved as part of the project, and

WHEREAS, the City Council believes replacing the stairs in conjunction with the downtown improvement project is the most efficient use of resources and will be in the best interest of the City, and

WHEREAS, the Public Works & Environment Committee reviewed this proposed addition to the project with the City's consultant engineer and recommends authorizing this addition at a cost not to exceed $50,000 (Fifty Thousand Dollars),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOMERSWORTH THAT the City Manager is authorized to contract with Severino Trucking Company of Candia, NH for the replacement of the exterior stairs near the Somersworth City Hall as part of the downtown improvement project at an amount not to exceed $50,000 (Fifty Thousand Dollars), and to take any other associated action deemed to be in the best interests of the City to complete this project, and

BE IT FURTHER RESOLVED, that approval of this Resolution is subject to and effective upon approval of a supplemental appropriation to fund this project.

Introduced by Councilors

David A. Witham
Dale R. Sprague
Jennifer Soldati
Denis Messier

Approved

City Attorney