



# **DOVER UTILITIES COMMISSION**

## **RULES & REGULATIONS**

**JUNE 2010**

Pursuant to Section 3-63 of the Administrative Code for the City of Dover, New Hampshire, the Dover Utilities Commission herein establishes the following Rules and Regulations for the operation of the Dover Water and Sewer Departments.

### **SERVICE AREA**

These Rules & Regulations apply to the following geographical area:

1. City limits of the City of Dover, New Hampshire
2. Franchise Areas outside the City Limits of Dover as may be established with the Public Utilities Commission for the State of New Hampshire. (The Utilities Division currently has limited franchise areas in Madbury, Somersworth and Rollinsford, New Hampshire.)

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## **SECTION 1 - ADMINISTRATIVE**

### **1-1. Dover Utilities Commission**

#### **1-1.1 Officers & Duties**

**1-1.1.1** The Dover Utilities Commission shall consist of seven (7) members and one (1) alternate.

**1-1.1.2** The Community Services Director or his designee shall act as the technical advisor to the Dover Utilities Commission and shall attend all meetings of the Commission.

**1-1.1.3** Officers of the Board shall consist of a Chair and Vice-Chair, who shall be elected by the members of the Dover Utilities Commission.

**1-1.1.4** The Chairman shall preside over all meetings, having such powers and duties normally conferred by Robert's Rules of Order, 10<sup>th</sup> edition.

**1-1.1.5** The Vice-Chairman shall perform all the duties of the Chairman in his/her absence or disability.

**1-1.1.6** In the absence of the Chairman and Vice-Chairman, the members present, by majority vote, may select a temporary chairman who will perform all the duties of the Chairman until such time as the Chairman or Vice-Chairman is again present.

**1-1.1.7** The Director of the Community Services Department shall appoint a Clerk for the Dover Utilities Commission. The Clerk shall keep minutes and records of the Dover Utilities Commission, provide notice of meetings, and prepare and distribute the agenda of regular and special meetings.

#### **1-2. Election of Officers**

**1-2.1** An annual election of officers shall be held on the first meeting of July of each year. A Chair and Vice Chair shall be elected by a majority of the members present and shall take office immediately. Vacancies shall be filled at the next regular meeting by nomination and voting.

#### **1-3. Meetings and Conduct of Business**

**1-3.1** The Dover Utilities Commission shall meet on the third Monday in each month at a time and place designated by the Chair. The Chair shall provide not less than 24-hour advance notice of a special meeting or workshop session.

**1-3.2** The conduct of business will be in accordance with Robert's Rules of Order, 10<sup>th</sup> edition.

- 1-3.3** A majority of the regular membership of the Commission shall constitute a quorum.
- 1-3.4** It shall be the responsibility of the Chairman of the Utilities Commission to report to the City Council of any member's unexcused absence of four or more consecutive meetings.

## **SECTION 2 - GENERAL RULES**

### **2-1. Agreement**

- 2-1.1 Acceptance by Customer** The following rules and regulations, and such regulations as may be hereafter adopted by the Dover Utilities Commission and approved by the Dover City Council shall be a part of the contract with every Customer. Acceptance by the Customer of municipal water and/or sewer services shall constitute incorporation of these rules and regulations into the agreement between the City of Dover and the Customer.
- 2-1.2 Ownership** The City of Dover owns and maintains the Municipal Water System and the Municipal Sewer System including the manholes and appurtenances. The Customer owns and maintains the Customer's Water Service and the Customer's Sewer Service.

**2-1.2.1 Private Property** In a private subdivision, the responsible party shall maintain the water and sewer main in a private street or line. Maintenance of Sewer Mains shall not be provided by the City of Dover until the street is accepted by the Dover City Council as a city street. Acceptance as a city street by the Dover City Council requires construction of the street in accordance with city and state standards. The responsible party shall maintain the water and sewer mains in a private street.

### **2-2. Definitions**

- 2-2.1 "Backflow preventer"** means a device or system designed to prevent backflow or back-siphonage.
- 2-2.2 "Curb stop"** means a valve and valve box installed at or near the property line. This valve shall be the property of the City of Dover Water Department and shall be used only by its designated agent to turn water on/off for the property.
- 2-2.3 "Customer"** means any person, firm, corporation, governmental unit or subdivision supplied with water and/or sewer service by the City of Dover.
- 2-2.4 "Customer's Water Service"** means all plumbing, fittings, appurtances, pipes, and valves, between the curb stop and/ or gate in the public right of way used to convey water from the water main to the property and the appliances on the property.
- 2-2.5 "Customer's Sewer Service"** means all plumbing, fittings, and couplers between the tap at the city main and the customer's source of sewage.

- 2-2.6 “Investment Fees”** include the Water Investment Fee and the Sewer Investment Fee and are charges assessed to customers requesting a connection to the Municipal Water and Sewer Systems or an expanded or changed use. The fees represent the equity value to the Customer resulting from the connection to the Municipal Water and Sewer Systems. Investment Fees are developed based upon New Hampshire Water Usage Standards that are reviewed and adjusted annually.
- 2-2.7 “Manufactured Homes”** is defined in the Dover Zoning Ordinance.
- 2-2.8 “Manufactured Home Park”** is defined in the Dover Zoning Ordinance.
- 2-2.9 “Memo meter”** means a measuring device, purchased and installed by the customer, and inspected and approved by the Plumbing Inspector for the purpose of metering water used in such a manner that it does not enter the sewer collection system thereby meriting credit on sewer usage.
- 2-2.10 “Meter”** means a measuring device installed for the purpose of monitoring water usage as a basis for determining charges for water and/or sewer collection service(s).
- 2-2.11 “Meter rent”** means the quarterly charge to customers to defer the cost of the meter. See the City of Dover Fee Schedule.
- 2-2.12 “Mobile Home”** is defined in the Dover Zoning Ordinance.
- 2-2.13 “Mobile Home Park”** is intended to refer to both existing and future mobile home parks and/or manufactured home communities as defined in the Dover Zoning Ordinance.
- 2-2.14 “Municipal Sewer System”** means all sewer mains within the limits of the public right of way, or easements, including manholes and appurtenances.
- 2-2.15 “Municipal Water System”** means the water meter associated with the Customer’s property and service pipes, both domestic and fire, within the limits of the public right of way, or easements, up to and including the curb stop and/or gate.
- 2-2.16 “Seasonal Customer”** means any Customer using the Municipal Water System and/or Municipal Sewer System on a seasonal basis (i.e. residence used only in the summer).
- 2-2.17 “Service Connection”** means the point of connection via tapping saddle or corporation of the customer's piping with the city main.
- 2-2.18 “Service pipe”** means the piping needed to convey sewage between the place of origin and the city main, or between the curb stop and the water meter, inclusive of all the pipes, fittings and valves necessary to provide water or sewer service.
- 2-2.19 “Sewer Main(s)”** means the pipe or pipes contained in the Municipal Sewer System which connect to the service pipe conveying the Customer’s wastewater away from the

Customer's Sewer Service. A sewer main is generally dedicated for sanitary purposes, however, a combined storm drain/sewer line may also serve as a sewer main in the absence of a dedicated line if the combined line was in use for this purpose before 1975.

**2-2.20 "Tap"** means the physical connection to the Municipal Water System and or Municipal Sewer System.

**2-2.21 "Waiver" is a written exception to the strict application of these rules and regulations by the** Dover Utilities Commission, where special circumstances exist, the application of the rules would cause extraordinary and unnecessary hardship, and a waiver would not violate the spirit and intent of the rules and regulations.

**2-2.22 "Water main"** means the pipe or pipes contained in the Municipal Water System, which connects to the service pipe, which is used to convey water to the "Customer".

**2-2.23 "Water Meter"** means a device used to measure water.

### **2-3. Amendments to the Rules and Regulations**

**2-3.1** These rules may be amended at any regular or special meeting by a 2/3rds majority vote of the regular membership of the Dover Utilities Commission.

**2-3.2** The City Council shall approve all rules changes and no amendment shall be effective until City Council approval is obtained.

### **2-4. Mandatory Use of the Municipal Sewer System**

**2-4.1 Mandatory Connection.** All property owners with a building within one hundred (100') feet of the Municipal Sewer System shall connect to the Municipal Sewer System. (RSA 147:8)

**2-4.1.1** Waivers. Property owners may apply for a waiver of the mandatory connection if the applicant has a functioning septic system. Waivers shall only be granted for a period up to five (5) years and only to the existing Customer. Waivers shall expire upon the sale or transfer of the property by the current Customer. Waivers shall also expire upon the failure of the current septic system.

**2-4.1.2** Customers shall be notified by letter requiring connection to the Municipal Sewer System. Customers are encouraged to make connections as soon as possible and should not wait for official notification. (See Section 2-11 for waiver procedures)

## **2-5. Application for Service/Investment Fees/Additional Charges**

**2-5.1 Applications** All applications for water and/or sewer service or changes shall be made at the Water/Sewer Billing Office on approved forms. The applications shall be signed by the Customer, or his duly authorized agent.

**2-5.2 Water Investment Fee.** A Water Investment Fee shall be charged for all applicants entering into and utilizing the Municipal Water System either directly or indirectly or applicants who are expanding or changing the use. The Water Investment Fee shall be reviewed and revised annually. Changes shall be effective upon the approval of the Dover City Council. The investment fee shall be calculated using Appendices B & D and the Water Usage Standards in the New Hampshire Code of Administrative Rules (Table 1008-1 in Chapter Env-Wq 1000) in Appendix C.

**2-5.2.1 Determination of the Water Investment Rate.** The applicable rate for the Water Investment Fee shall be set on the date the applicant applies for entry into or a changed/expanded use of the Municipal Water System on approved forms and pays the investment fee. Both conditions must be satisfied to lock in the investment fee rate.

**2-5.3 Additional Installation charges.** There shall be an additional charge to tap the water main and to install a curb stop to the edge of the traveled public way. The applicant shall pay a deposit for these services in the amount of the tapping fee as contained in Appendix A. Upon completion, the applicant shall pay the remaining amount due or receive a refund depending upon the actual costs.

**2-5.4 Sewer Investment Fee.** A Sewer Investment Fee shall be charged for all applicants entering into and utilizing the Municipal Sewer System, either directly or indirectly or applicants who are expanding or changing the use. The Sewer Investment Fee shall be reviewed and revised annually. Changes shall be effective upon the approval of the Dover City Council.

**2-5.2.1 Determination of the Sewer Investment Rate.** The applicable rate for the Sewer Investment Fee shall be set on the date the applicant applies for entry or a changed/expanded use of the Municipal Sewer System on approved forms and pays the investment fee. The investment fee shall be calculated using Appendices B & D and the Water Usage Standards in the New Hampshire Code of Administrative Rules. (Table 1008-1 in Chapter Env-Wq 1000) in Appendix C. Both conditions must be satisfied to lock in the investment fee rate.

**2-5.5 Payment Before Connection.** All water and sewer fees and/or installation charges on all new water and sewer services shall be paid before service is turned on or the installation is complete.

**2-5.6 Boring and tapping additional charge.** There shall be an additional fee as contained in Appendix A for contracting for a boring and tapping.



**2-5.7 Sewage Haulers.** All sewage haulers that discharge sewage at the City of Dover Huckleberry Hill Wastewater Treatment Facility shall be licensed by the Sewer Department. A license fee as contained in Appendix A for a two-year period shall be paid on or before the 31<sup>st</sup> day of January of each odd numbered year. Failure to obtain a license or revocation of the license will prohibit the sewage hauler from discharging any sewage at the City of Dover Wastewater Treatment Facility.

## **2-6. Size of Service**

**2-6.1 Water.** The minimum size of service connections and water meter installation permitted shall conform with the New Hampshire Public Utilities Commission requirements.

**2-6.2 Sewer.** The minimum size of a sewer service connection shall be four inches (4"). Actual sewer service may be four (4") or six (6") inches. Any sewer serving a single building containing three (3) or more units shall be a minimum of six (6") inches.

## **2-7. Installation**

**2-7.1 Installation requirements.** Service pipes and fixtures shall conform to the approved specifications and requirements of the Utilities Division.

**2-7.2 Installations during winter conditions.** No new services or extensions of mains (water or sewer) shall be installed from November 15 to April 15. Customers may seek a waiver of this prohibition from the Director of Community Services provided the Customer is willing to pay for the extra expenses involved in such work. A waiver may be granted if the work is practical taking into consideration the weather conditions and other appropriate considerations.

### **2-7.3 Water service installation; Customer responsibilities**

**2-7.3.1** The Customer shall pay for the associated costs of the installation and repair of the Customer's Water Service.

**2-7.3.2** The Customer's Water Service shall only consist of materials approved by the Utilities Division and installed with (5) feet of minimum cover. A minimum of twelve (12) inches of pipe shall be left inside the foundation or other wall for the water meter connection. Once the water meter is installed, the City will assume ownership of the service from the curb stop to the main.

### **2-7.4 Sewer Service Installation; Customer responsibilities**

**2-7.4.1** The Customer shall pay for the associated costs of the installation and repair of the Customer's Sewer Service.

**2-7.4.2** A minimum slope of one-quarter inch (1/4") per foot and a minimum of four (4) feet of cover is recommended for sewer services. One way valves are

recommended for all lines and are required when sewer services are installed at a minimum slope.

**2-7.4.3** A separate and independent building sewer shall be provided for every building, unless a waiver is granted by the Dover Utilities Commission. Waivers may be granted where one building stands at the rear of another on an interior lot and no private sewer is available through an adjoining alley, court, yard, driveway or otherwise. The City shall not assume any obligation or responsibility for damage caused by or resulting from any such single connection. (RSA 147:4E)

**2-7.4.4** Service connections shall not be made in manholes unless the depth of the sewer main is in excess of fifteen feet (15) in which case an inside drop may be used if approved by the Community Services Director or designee. All services entering a manhole will be bored and booted.

## **2-8. General Provisions/Standards/Penalties**

**2-8.1 Taps and connections.** Only personnel authorized by the Utilities Division shall tap any water or sewer main or connect any service thereto.

**2-8.2 Multiple services.** Customers who desire more than one water or sewer service on the same premises shall pay all costs associated with the expanded services.

**2-8.3 Installation standards.** Service Pipes shall be installed in accordance with the Water - Public Utilities Commission, Section 606.04, Parts D & E. <http://www.puc.state.nh.us/> Sewer – NH Department of Environmental Services, Code of Administrative Rules, Env-Ws 1000.00. <http://www.des.state.nh.us/>

**2-8.4 Water shut-off by authorized personnel.** Only personnel authorized by the Utilities Division shall shut off or turn on the water from any main or hydrant within the City of Dover or within the Franchise limits outside the City of Dover. Only personnel authorized by the Utilities Division or Dover Fire Department personnel shall open any hydrants.

**2-8.5 Misappropriations and Improper Use of Water.** No water shall be taken out of, or used from, the Municipal Water System by persons or legal entities who are not Customers. Violators shall pay for water usage, the costs of investigating misappropriations of water, and any corrective actions to prevent further improper use of City water. **Violators who tamper with the Municipal Water System in violation of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 or other similar state and federal laws shall be prosecuted to the fullest extent of the law.**

**2-8.6 Notice of Repairs.** Reasonable notice of shut off for repairs to Water/Sewer Mains or Service Pipes shall be provided to Customers.

**2-8.7 Costs of Repairs.** Customers shall pay for repairs and/or modifications to Customer's Water and Sewer Service as a result of freezing or other causes. All repair work shall be done under authorization and/or supervision of the Utilities Division.

**2-8.8 Cross connections – Water.** No cross connection between the Municipal Water System and any non-potable supply shall be allowed unless proper protections are installed. Proper protection shall be determined in the sole discretion of the Community Services Director or his designee. No connection capable of causing back flow between the Municipal Water System and any waste outlet shall be permitted. (Dover City Code 135-22, Protection of Water Supply System and the New Hampshire Department of Environmental Services, NH Code of Administrative Rules, Env-Ws 364.)

## **2-9. Measurement of Use**

**2-9.1 Measurement of Consumption:** Water Meters shall be installed to measure the consumption of all water supplied to the Customer. Customers shall provide a clean, dry, warm and accessible place for the installation of the water meter.

**2-9.1.1** All water meters shall be obtained from, installed and maintained by the Utilities Division. No person, except the duly authorized agent of the Utilities Division shall be allowed to set, take off, or repair a water meter. Customers shall be charged for any damage to water meters caused by abnormal conditions, including but not limited to freezing and tampering. **Violators who tamper with the Municipal Water System in violation of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 or other similar state and federal laws shall be prosecuted to the fullest extent of the law.**

**2-9.1.2** The Utilities Division shall set one water meter for each service. If the Customer is a lessee, the property owner and the Customer shall be jointly and severally liable for the charges for the water used on the premises irrespective of lease provisions. The City of Dover is not bound by private agreements between a property owner and a lessee. Any leak occurring from the curb stop to the dwelling unit shall be the responsibility of the Customer. Upon notification, the Customer shall repair the leak within 14-days. If the leak is not repaired within thirty (30) days from the original date of notification, the Utilities Division is authorized to shut the water off.

**2-9.1.3** All Customers shall avoid unnecessary waste of water.

**2-9.1.4** All Customers shall maintain their fixtures and service pipes in good repair and in compliance with the Dover Plumbing Code to prevent breaks and freezing. (See Dover Plumbing Code 135-22)

**2-9.1.5** If the water meter is inoperative or fails to register, the Customer will be charged at the daily average consumption as shown by the water meter when in

order. The Utilities Division shall notify the customer/owner within sixty (60) days of discovery.

**2-9.2 Meter Testing** The Utilities Division shall replace or remove and test all meters on a ten (10) year cycle. The larger size water meters may be tested in place after installation. No water meter shall be placed in service or permitted to remain in service if the error of registration exceeds three (3) percent. The Utilities Division shall test a water meter for accuracy in registration upon complaint of the Customer. The Customer, designee or agent, shall be present during the test unless the Customer declines in writing. A testing fee shall be charged to the Customer if the results of the testing indicate the water meter is registering between 97-103% of accuracy. (See Appendix A) The Utilities Division may test the water meter for accuracy in registration upon complaint of the Customer or at the City's sole discretion when there appears to be a discrepancy with a reading. (See Section 2-9 Inspections) The percent error of registration shall be taken as the average of the error at the intermediate and maximum rates of test flow. Any adjustment of charges shall be based on this average error.

Note: \*If the water meter registers within the established limits, the same water meter shall be reinstalled in the residence. If a Customer requests another water meter, the Customer shall pay the additional cost for the new meter installation.

**2-9.3 Sealing of Meter** Upon completion of repair and test of any water meter under the provisions of these rules, the Utilities Division shall affix thereto a suitable seal in such a manner that the adjustment of registration of the meter cannot be tampered with without breaking the seal. Disruption of seal will be cause for discontinuance of service and associated violation fee as listed in Appendix A.

Note: Backflow preventers are required on all new services per New Hampshire Code of Administrative Rules Env-Ws #364.

**2-9.4 State Usage Figures** Sewer Charges for Customers with Private Water Sources shall be billed using state usage figures contained in Appendix C. Alternatively, Customers may install a filter and water meter on the private water source at the Customer's expense to allow a calculation of sewer usage.

## **2-10. "Memo" Meters**

**2-10.1 Applications** All applications for the use of a Memo Meter shall be made at the Water/Sewer Billing Office on approved forms. All Customers may apply to use a Memo Meter to deduct outside water usage pertaining to water not entering the sewer.

**2-10.2 Permitted Use** "Memo" meters are only authorized for use in monitoring outside water usage for purposes of establishing credits on sewer bills.

**2-10.3 Type** "Memo meters" shall be of a standard type as specified by the Utilities Division.

- 2-10.4 Installation** Memo meters are to be installed with a double check atmospheric backflow preventer and isolation valves. The customer shall be responsible for the purchase, maintenance and installation by a licensed plumber. City staff shall inspect and seal the meter. Disruption of the seal will be cause for volume determination as contained in Section 2-9.
- 2-10.5 Reading** As a courtesy to the customers, the memo meters will be read at the same time as the domestic water meter and relay the information to the billing office. Representatives of the Community Services Division shall be admitted to any premises serviced by a "memo" meter during normal working hours to insure that the installation has not been altered and to verify readings on the meter.
- 2-10.6 Testing** If the Community Services Division or the customer feels the "Memo" meter is in error, the meter shall be tested by the Community Services Division in the presence of the owner. The cost of all the tests will be borne by the originator of the test request.
- 2-10.7 Stopped Meters** In case of a stopped meter, the volume for billing purposes shall be determined as in Section 2-9.1.5 above, Dover Utilities Commission Rules and Regulations.
- 2-10.8 Old Meters** All "Memo" meters in use prior to 12/08/93 may remain until they require replacement or the property changes hands. In the case of these older meters without remote readers, the customer is responsible for transmitting readings to the Billing Office.
- 2-10.9 Swimming Pools** Residential customers without "Memo meter" installations may apply at the Water/Sewer Department billing office to receive a credit to be applied to their sewer bill only for the filling of a swimming pool. Sewer customers applying for this pool filling credit will be required to provide the dimensions of the pool and the depth of the water in the pool.

## **SECTION 3 – CHARGES & BILLING**

### **3-1. Billing and Payment**

- 3-1.1 General** Customers shall be charged water and sewer user charges based upon water usage and sewage discharge. Rates shall be set by the Dover City Council on an annual basis. A listing of current rates shall be available in the City of Dover Billing Office located in City Hall at 288 Central Avenue, Dover, NH. Water and/or Sewer bills shall be rendered quarterly for residential customers and monthly for industrial and/or commercial customers. Bills are due and payable upon presentation. Bills not paid within thirty (30) days of presentation shall be delinquent. Rates for labor, special equipment, general routine services, and overtime are contained in Appendix A.
- 3-1.2 Delayed Billing.** Bills for services provided more than six months prior to the date of the bill shall be paid by the Customer provided the bills are issued within one hundred eighty (180) days of the date the City discovered the discrepancy.

**3-1.3 Seasonal customers.** Seasonal customers shall only be eligible for service if all previous bills for previous seasons have been paid in full.

**3-1.4 Estimated Bills.** Bills based on estimated consumption shall have the same force and effect as bills based on actual readings. Termination of service shall only occur after an actual reading.

**3-1.5 Payment.** Checks should be made payable to the “City of Dover”. Payment may be made in person or mailed to the Tax Collectors office in City Hall, 288 Central Avenue, Dover, New Hampshire 03820. Customers may obtain a receipt for payment by mail by enclosing a self addressed envelope with a payment made by mail. Credit for payment shall be made upon receipt of the payment by the City of Dover. Failure to pay shall result in a lien upon the property pursuant to State law. (See RSA 38:22.)

**3-1.6 Notice and Communication.** All communications from the Water and Sewer Departments shall be mailed to the current Customer’s address as listed in City records. Failure of the Customer to notify the Water and Sewer Billing Office of mailing address changes shall not be considered as an affirmative argument for the Customer to claim abatements. Customers are responsible for the payment of charges incurred during ownership even if the property is transferred to a subsequent owner.

### **3-1.7 Manufactured Housing**

**3-1.7.1** Consistent with the requirements of RSA 38:22, II (d), the City shall bill the home owners of manufactured houses for municipal water and sewer charges.

**3-1.7.2** Should a manufactured home owner fail to pay some or all of the charges due, the City shall send notices to the manufactured housing home owners regarding the delinquency and the possible future shut-off of services. Duplicate notices will be sent to the manufactured housing park owner at the same time, if applicable.

**3-1.7.3** Should the manufactured housing home owner fail to pay the arrearage due by the time indicated in the shut-off notice; the City will take steps necessary for shutting off services. A copy of all notices will be sent to the manufactured home park owner, if applicable.

**3-1.7.4** Should the manufactured home owner continue to fail to pay the arrearage due, pursuant to RSA 477:44, the City shall follow the procedures as defined in Appendix F to place a lien for any unpaid water and sewer charges upon the manufactured home if such manufactured home value will support the lien. A copy of all notices shall be sent to the manufactured home park owner.

**3-1.7.5** Should the charges continue to remain unpaid, the City shall follow the procedures as defined in Appendix F for execution of the lien placed on the manufactured home. A copy of all notices shall be sent to the manufactured home owner, if applicable.

**3-1.7.6** If an additional balance is due after execution of the lien on the manufactured home, the City shall send a notice of the amount due to the manufactured home owner, if applicable.

**3-1.7.7** In mobile home parks without individual water meters, the City will continue its practice of billing the owner of the park and seeking payment from that person only.

## **3-2. Payment Extensions for Past Due Amounts.**

**3-2.1 Automatic Extensions** Customers may request in writing for an automatic extension for payment of past due amounts on forms available in the Water & Sewer Billing Office at 288 Central Avenue, Dover. An automatic payment extension shall be granted if the written request is received in the Water/Sewer Department billing office no later than ninety (90) days from the date shown on the last Water/Sewer bill and if accompanied by a payment of at least 20% of the total amount outstanding.

The automatic extension will require that the balance outstanding be paid in equal monthly installments over a maximum of twelve (12) months from the date shown on the last Water/Sewer bill. Interest on any past due amount shall continue to accrue during any extension period. Failure to meet the payment requirements during any extension period based upon an automatic extension shall result in the termination of service without further notification. Each Customer will be eligible for a single automatic payment extension within any three (3) year period.

Failure of the Customer to stay current on any billings for consumption (actual or estimated) during an extension period shall result in termination of service.

**3-2.2 Discretionary Extensions.** Payment extensions may be granted to Customers who apply for a discretionary extension for good cause shown.

## **3-3. Claims for Damages, Abatements & Liability**

**3-3.1 Disruption of Service** The Utilities Division is not responsible for any damage caused by shutoffs in the mains or service pipes, because of shortage of supply, setting, or removing water meters, repairs, construction or for other reasons beyond the control of the department. No refunds to Customers for interruptions in service will be made unless the interruption is in effect for a continuous period in excess of 48 hours.

**3-3.2 Leaks** The Utilities Division is not responsible for any damages resulting from leakage or water escaping from any part of the Customer's Water or Sewer Service. All Customers with direct pressure hot water tanks or appliances are responsible for installing proper automatic vacuum and relief valves in the pipe system to prevent damage to such tanks or appliances in the event of a shut off of water on the street mains or service pipe.

**3-3.3 Abatement Requests**

**3-3.3.1** Abatement requests shall be made to the Abatement Review Team within one hundred eighty (180) days of the date of the billing. All claims for relief beyond one hundred eighty days are waived.

### **3-3.4 Review of bills; abatements; appeal**

**3-3.4.1** Any customer dissatisfied with the billing of his/her account, may seek a review of the bill through the Abatement Review Team. The Abatement Review Team shall consist of staff members of the Community Services Department appointed by the department director. After review by the Abatement Review Team, any customer may seek an abatement of the bill and appeal his/her bill to the Dover Utilities Commission within thirty (30) days of a written decision by the Abatement Review Team. The Dover Utilities Commission may grant extensions of the appeal period for good cause shown. After a decision has been reached by the Dover Utilities Commission, an aggrieved customer may ask the City Council to review the proceedings for errors of law within thirty (30) days of the decision of the Dover Utilities Commission, prior to exercising the right to appeal to a Superior Court, pursuant to RSA 149-I:15. The abatement process shall not include claims by Customers for property or economic damage as the result of breaks or malfunctions of the Municipal Water and Sewer Systems.

Factors to be considered by the Abatement Review Team and the Dover Utilities Commission include the functioning of the components of the Municipal Water and Sewer Systems including the meters and the existence of water running through the water meter and other equitable factors.

**3-3.4.2** If the water consumption is adjusted and the water bill is abated, then the sewer bill will be adjusted and abated accordingly.

**3-3.4.3** If a memo meter or similar system is installed the new system may be prorated to the last billing date. Abatements will not be granted on bills issued prior to the installation of a "memo meter" or other system.

**3-3.4.4** If water used did not enter sewer lines an abatement may be considered.

**3-3.5 Customer Responsibility** The Customer shall maintain the Customer's Water and Sewer Service in proper order. In the case of new main installations, the City is responsible for hooking up "current" customers due to a change in grade, relocation of mains or other conditions, but not property owners with septic systems that are required to tie in.

**3-3.5.1** Private pump stations shall be required to submit an annual report to the Community Services Department in January of each year including the emergency contacts and phone numbers, as well as the maintenance personnel/contractor for that station.

## **3-4. Connecting and Disconnecting**



**3-4.1 Notice** Twenty-four (24) hours advance notice is required for connecting and disconnecting water and/or sewer connections. The requested service will be provided as soon as possible thereafter.

**3-4.1.1** If a Customer requests a connection or disconnection, all expenses involved will be the responsibility of the customer. Overtime charges at the rate of time and one half plus 20% will be charged before or after duty hours, with minimum four (4) hour charge.

**3-4.2 Improper Connections** No person shall make unauthorized connections (floor drain, down spouts, sump pumps or similar discharges) to the Municipal Sewer System and/or the Customer's Sewer Service. Violators will be subject to a fine on a per day basis. (See Appendix A). Sump pumps connected to the Municipal Sewer System and/or Customer's Sewer Service shall be removed within thirty (30) days of the discovery of the improper connection.

### **3-5. Transfers of Ownership of Property**

**3-5.1 Notice** On sale or transfer of property, notification of such sale or transfer shall be given to the Water & Sewer Billing Office by the Customer in order that a final water meter reading may be taken and proper charges assessed and billed. A minimum twenty-four (24) hour notice is required.

### **3-6. Failure to pay bills for water and sewer labor and materials**

**3-6.1** Charges for labor and material shall be billed upon completion of any work requested by the Customer. If such bills are not paid within thirty (30) days, the water service may be terminated and a lien may be placed on the property or both. Collection procedures will be taken and all associated costs may be charged to the Customer.

### **3-7. Interruption of Service**

**3-7.1** The Utilities Division reserves the right to shut off water service temporarily whenever it becomes necessary to make extensions, alterations or repairs to water or sewer (or to curtail the use of water whenever conditions so require).

### **3-8. Violations/Enforcement**

**3-8.1 Water/Sewer** The Customer's water service shall be terminated and shut-off if the Customer violates any regulations of the Dover Utilities Commission or fails to pay in a timely manner any bills for water and/or sewer service, repairs, labor or materials.

**3.8.1.1 Shut-off Policy:** Payments are due within thirty (30) days of the mailing of the bill. Bills are delinquent after thirty (30) days. Customers shall have a fourteen (14) grace period for the payment of delinquent bills.

Termination notices shall be sent after the end of the grace period. Customers, property owners and lessees shall be notified with ten (10) days notice of the intended shut-off and termination of service.

Shut-off and termination of service may be restored by payment of the bill before 3 PM on the day of the noticed shut-off. Service may be restored after 3 PM on the day of the shut-off with a payment of the bill plus four (4) hours of overtime pay for the staff time needed to accomplish the restoration after normal working hours.

Shut-offs between November 15 and March 15 of each year may not occur due to weather considerations involving freezing and human safety concerns.

**3-8.2 Sewer Attachments** Failure to pay all charges when due or violations of any regulations established by the Dover Utilities Commission whether by a current or past owner shall result in the filing of an attachment against the property in the Registry of Deeds as provided by New Hampshire statutes (RSA 149-I: 11; RSA 38:22 and RSA 38:31). The Customer shall be responsible for all costs associated with the filing.

**3-8.2.1** Violations for sewage haulers resulting in revocation of license may include, but are not limited to:

- 1) Failure to pay monthly bills in a timely manner.
- 2) Failure to pre-treat sewage hauled as requested by the Supt. and/or Plant Operator of the WWTP.
- 3) Failure to notify the Supt. and/or Plant Operator of the WWTP of a strong or abnormal waste prior to discharge.
- 4) Failure to leave dump slips.

**3-8.2.2** Upon notification of the revocation of the license the hauler will be notified of the date of the hearing and may be present to defend the charges. Revocation shall not be longer than six months from the date of action by the Dover Utilities Commission provided reasons for the revocation have been corrected.

**3-8.4 Multiple Customers.** If two or more Customers receive water and/or sewer service utilizing common lines, any violation of the rules and regulations by one Customer shall be deemed a violation by all Customers of the common line.

### **3-9. Inspections**

**3-9.1 General** Acceptance of services by Customers is deemed as consent by the Customer for Water and/or Community Services Department employees to access the Customer's service property between the hours of 8 a.m. and 6 p.m. for examination of pipes, fixtures, connection, and the manner of use upon reasonable written notice. In case of emergency, no prior notice is required. In the event the Customer refuses entry after reasonable notice, the City shall petition a court of competent jurisdiction for a court order seeking entry. If a court of competent jurisdiction determines the refusal was unreasonably withheld, the City shall seek a further court order for reasonable attorney's fees.

**3-10. Rates**

Actual rates for both water and sewer are as established by the City Council and are reviewed annually by the Dover Utilities Commission. The billing office has a listing of the current rates. All users pay the same fee per unit of consumption and/or discharge (with surcharges on sewer rates based on loading as may be applicable). Bills are submitted at least quarterly terms Net 30 days. All property owners are liable for the entire cost of repairs from their house for their service pipe. Labor rates are available at the billing office. Minimum labor charge of 2 hours. Overtime charges at the rate of time and one half plus 20% will be charged before or after duty hours, with minimum four (4) hour charge. Any call for a sewer blockage at the same address that exceeds two calls in a twelve-month period will be subject to the charges stated above.

Rates for special equipment and routine services (turn on, shut off, final reading, backflow preventer tests) shall be as shown in Appendix A. NOTE: If another community needs emergency help, the labor and equipment charges will not apply.

**3-11. New Mains and Assessments/Cost of extension of lines**

**3-11.1** Should the City of Dover install a main line (water or sewer) or extend a main (water or sewer), by petition of the abutters, the total cost shall be determined and the proportionate cost for each abutter shall be assessed at the time of connection. If the sewer line is within one-hundred feet of the dwelling unit, a lien may be placed on the property if the tie in is not completed within ninety days of notification. The DUC may grant an extension of the time requirement on a case by case basis.

**3-11.2** Payment must be made prior to any connection to the city line and may be arranged through the Finance Director.

**3-11.3** Any individual dissatisfied with the determination of his proportionate share of costs may appeal as provided for in Section 3-3.4.

**3-11.4** If a potential Customer beyond the terminus of an existing water or sewer main desires to connect to the line, the potential Customer shall extend the main along the entire lot frontage owned by the potential Customer (or to the limits of gravity flow with the proper cover in the case of sewer). All costs for this extension shall be borne by the potential

Customer unless the extension is installed via petition in which case Section 3-11.1 dealing with extensions overrides this paragraph.

**3-11.5** In lieu of the previous provisions of this section, the Dover Utilities Commission may negotiate with a petitioner(s) to supply materials without charge provided the following conditions exist:

- 1) The petitioner(s) propose to fund all equipment, installation charges and remaining materials costs for the complete extension of the line.
- 2) The city engineer has reviewed and accepted the plans for the proposed extension.
- 3) The potential for a health and/or safety concern can be demonstrated where other corrective alternatives are not reasonable or will be recurring.
- 4) The proposed line is part of a logical extension of the system (i.e. part of capital improvement program, town design pending funding, etc.).

### **3-12. Waivers**

**3-12.1** All requests for waivers to these regulations are to be directed to and filed with the Dover Utilities Commission on approved forms.

**3-12.2** All requests for variances or appeals must be made by the customer. The customer or an authorized representative shall appear before the commission to request the variance or appeal. Written authorization for alternative representation before the commission is required if the Customer cannot appear before the commission.

**3-12.3** The Customer shall have the burden of establishing the reason for the granting of a waiver. Conditional waivers may be granted. If applicable, such as a mandatory sewer connection, a specified time frame will be established.

**3-12.4** The Dover Utilities Commission may receive a motion for reconsideration in order to correct errors in decisions or to receive new information which was not available at a previous hearing. The failure of an applicant to allege either (1) new information or (2) a factual or procedural mistake by the Dover Utilities Commission in rendering its decision should result in a denial of the Motion to Reconsider.