



## **EMERALD LAKE VILLAGE DISTRICT WATER SERVICE RULES AND REGULATIONS**

**PREAMBLE AND LEGAL AUTHORITY.** The following rules for the Emerald Lake Village District are adopted pursuant to the powers granted generally by RSA 52:1 I (d) and 52:3, and pursuant to RSA 38, authorizing the District to regulate a community well drinking water system. These rules and regulations are adopted and supersede all previous water service rules and regulations concerning the ELVD water system.

### **SECTION 1. GENERAL STATEMENT**

1.1 These regulations govern water services and connections to the water system for all properties located within the Emerald Lake Village District, and the management of the water system by the District, without constituting contractual rights or being deemed to create vested rights in any resident or property owner, as also denominated herein as “customer”.

1.2 The water system consists, without limitation, of all wells and well sites which supply drinking water to the system, all supply and distribution lines thereto, and all treatment facilities, monitoring facilities, or other physical appurtenances or fixtures owned by the District and necessary for the operation of water system, as well as the right to charge for connection and usage thereto.

1.3 The purpose of these rules and regulations is to provide a continuous supply of drinking water to the residents of the Emerald Lake Village District in accordance with all applicable laws and standards, to regulate connections to the system and expansion of the system to ensure adequate water supply to all existing and future customers, to prevent physical and environmental damage to the water system, and to provide a fair and comprehensive rate and fee structure for water related services.

### **SECTION 2. OPERATIONS**

2.1 The District through its Board of Commissioners shall manage the water system and have the power to retain professional operators and hire or retain other employees or independent contractors as necessary to operate the water system.

2.2 The District makes no warranty for service of water nor insures the same, and shall not be civilly liable for interrupted or unsatisfactory service or delivery. Additionally, the District shall not be liable for any damage caused by lack of water or water quality for any reason, including without limitation, supply shortage, repairs, extensions or connections, main or service pipe repairs, shut-offs or breaks, cleaning or repairing pipes, reservoirs, holding tanks or standpipes, or the opening or closing of any gate or other fixture related to the flow of water.

### **SECTION 3. WATER HOOKUP PERMITS**

3.1 Anyone owning property within the District may apply on a designated form for issuance of a water hookup permit in order to connect to the District’s main line for water service, which shall be submitted together with the appropriate fee for review by the District.

3.2 The fee to obtain permission for new water hookups shall be as set by the Emerald Lake Village District Water Fee, Rate & Fine Schedule. In addition to the base fee applicable to standard connections defined as having a water main passing in front of the subject property, the owner and/or applicant shall be responsible for extra costs incurred for, but not limited to, extension of water lines to the boundary of the subject property, blasting of ledge or other extraordinary excavation situations, and replacement of paving or other road work to restore the District road to its original condition.

3.3 Any water hookup permit issued by the District shall be good for six months, after which it shall expire. The District may waive failure to comply within this time period for good cause, and may in its discretion for good cause extend the time period or allow refund less an administrative fee as set by the Emerald Lake Village District Water Fee, Rate & Fine Schedule.

3.4 Issuance of a permit or receipt of water shall constitute continuing authorization for the District and its authorized agents to enter upon the property for inspection, installation, repair, and maintenance, as well as for replacement and removal of all related District water system property used in connection with water service. The application for a water hookup permit and the acceptance of water service constitutes permission to the District and its authorized agents to enter a property at any time in case of any emergency or leaks on the property outside any structure, although the District will attempt to schedule any actual work required to be performed by it with prior notice to the property owner for a mutually convenient time.

## **SECTION 4. OWNERSHIP AND MAINTENANCE**

4.1 The District through its operator shall determine the location of the District curbside shut-off to the property.

4.2 The customer shall be responsible for installation of water service lines and appurtenances from the District curbside shut-off to the building or facility served at their sole expense. Materials and procedures to be used shall be reviewed and approved by the operator on behalf of the District prior to installation, and the work shall be inspected and approved prior to backfilling or covering.

4.3 The water service lines from the curbside shut-off to the property shall be deemed the connection line. The customer is deemed to own the connection line subject to the District's right to control use thereof. The customer shall maintain the service pipe in proper working order and shall promptly repair any leak or other problems which shall arise, within a reasonable time after any occurrence, not exceeding five (5) days in case of loss of water without further approval of the District for a longer repair time. The District retains the right to require replacement or improvements to the connection line to conform to increased standards or requirements then prevailing on a District-wide basis.

4.4 The District shall maintain all main pipes and portions of service pipes from the District curbside shut-off which have been accepted by the District.

4.5 The customer shall be responsible for any collateral damage resulting in expense to the District, including excessive loss of water, from failure to properly regulate the water service from the curbside shut-off to the property according to prevailing conditions, including failure to effect a shut-off during winter months for unoccupied property which causes frozen and/or burst or leaking pipes and/or loss of water; in which case the customer shall be additionally charged per the attached rate schedule, and shall also be liable for all damages and expenses incurred by the District for repair.

## **SECTION 5. WATER SHUT-OFFS**

5.1 The Owner of property may request a shut-off of water service, or that it be turned back on, at any time, which service shall be provided by the District operator or other personnel approved in advance by the District.

5.2 In case of such service furnished through the District including its operator, the owner or person requesting such service shall pay a connect/disconnect fee as set forth in the Emerald Lake Village District Water Fee, Rate & Fine Schedule.

5.3 Failure to comply with terms and conditions set forth in this ordinance may result in disconnection or disruption from the District's water service. Water service shall not be restored until all outstanding fees, fines, and liens are paid by the property owner.

## **SECTION 6. PROTECTION OF WATER SYSTEM**

6.1 No person may tamper with, alter, remove or damage any water system fixture, including without limitation, any valves, shut-offs or standpipes in the system, or damage any of the water system properties including pumping stations, generators, pumps, monitoring facilities, treatment facilities, wellheads, storage tanks or any other equipment or structures used in the water system, and any such prohibited conduct may result in civil and criminal consequences.

6.2 Any person or entity doing excavation work near any mains or pipes owned by the District as part of its water system, shall notify the District at least 48 hours in advance and Dig Safe as required by law, and shall take all reasonable precautions required in the District's judgment to avoid damage, including providing any bond appropriate in the District's judgment; and, shall be responsible for any resulting damage plus all costs involved in repairing or replacing any water system components caused by such work.

6.3 Any person or entity who proposes to build or repair any walkway or driveway or do any other work which may in any way affect or impact any part of the District's water system, including altering the amount of cover over existing mains and service pipes must first apply to the District for advance permission and abide by all reasonable precautions required in the District's judgment to avoid damage, including providing any bond appropriate in the District's judgment, and will remain liable for any additional expenses caused the District by reason of any such work.

6.4 Any person or entity who intentionally or with gross negligence interferes in any way with the continuing delivery of water to District property owners and residents may be deemed to have obstructed and interfered with government property and operations, and will be subject to all applicable civil and criminal statutes and penalties, as well as being responsible for all repairs, restitution and other appropriate remedies.

6.5 Where a landowner's agent, including contractor, acts negligently in undertaking any actions or omissions with respect to the requirements of these rules and regulations which causes actual damage or loss to the District, such persons or entities shall be also directly liable to the District.

## **SECTION 7. WATER CONSERVATION**

7.1 The water generated by the District's wells is considered a precious natural resource, and the District shall be entitled to take all reasonable steps including publication of further rules and regulations to enable conservation of drinking water.

7.2 The District is thereby empowered to limit water usage and prevent waste of water where it deems appropriate in the best interests of all residents, including without limitation, a water ban, prohibited usages for water and/or moratorium on issuance of new hookup permits. Such prohibitions shall include the filling of swimming pools with district water and suspected violators may be required to show proof of purchase of their water supply and may be subject to a fine as delineated on the Emerald Lake Village District Water Fee, Rate & Fine Schedule. Rules enacted may be temporarily and as supplemental to these Water Service Rules and Regulations.

7.3 All water system users have a duty to, and shall promptly, report any leaks on their property or elsewhere in the system, of which they have knowledge or notice.

7.4 Filling or adding water from the ELVD Water Supply to ANY pool, hot tub, spa, tank, or trough or ANY size or type is NEVER permitted.

7.5 In the event of a water ban, there shall be restricted outdoor use of ELVD Water Supply, including but not limited to:

- No watering with sprinklers of any type
- No watering with hose nozzles of any type
- No watering of lawns in any way
- No watering of ornamental flowers or shrubbery
- No washing of vehicles of any type
- No pressure washing of any type
- No filling of water cans or buckets larger than 3 gallon capacity

7.5A. First Violation: Verbal/Written Warning

7.5B. Second Violation: \$250.00 fine

7.5. C. Each Additional Violation: \$500 Fine

7.6 In the event of a water ban, the following outdoor use of ELVD water supply is allowed:

- Fruits and vegetables may be watered using a hand-held watering can or bucket. In this instance, a hose could be used to fill the water container nearby to the fruits and/or vegetables. A hose nozzle that will stop water flow when not filling container must be used.
- Certain accommodations may be made for individuals with a recognized and verified ADA physical handicap. Contact the ELVD administration for further information.
- Washing/bathing of domesticated household animals is permitted. A hose nozzle that will stop water flow when not wetting/rinsing the animal must be used.
- Livestock, fowl, farm animals etc., may be watered using buckets only.

## **SECTION 8. RATES AND CHARGES**

8.1 Rates and fees associated with use of the connection and disconnection to the water system shall be set in the separate Emerald Lake Village District Water Fee, Rate & Fine Schedule attached hereto and incorporated herein as if fully set forth at length. The District shall review the schedule periodically and make such adjustments as it deems necessary. In doing so, the District may set an amount which it considers in addition to maintenance and service costs, other factors such as a capital recapture, repayment of financing costs, capital improvement budgets, or other factors related to providing water service.

8.2 The customer or user of the District's water service for purpose of charging base water service fees shall be each residence, whether continuously occupied or not, which has a curb stop valve service by the water system, or that has water service available to it, including and installed a water hookup but not yet turned on the water service. Customer and user also includes those to which water service has been shut off for nonpayment.

8.3 The base water service fee shall be charged annually as billed in installments through the Town of Hillsborough, and shall remain a flat fee until such time as water meters are installed for each user, in which case the District shall be empowered to set a base rate and a user rate related to actual usage.

8.4 Any water fee shall be the responsibility of the owner(s) of the property to which the service as a joint and several obligation.

8.5 Nonpayment of any of these fees and charges set forth of the Emerald Lake Village District Water Fee, Rate & Fine Schedule shall result on a lien of the property receiving service, if not paid in full including late fees and interest or other applicable charges as assessed by the Town of Hillsborough.

8.6 The District reserves the right to shut off or adjust water service to any property where the owner(s) have not paid water service fees for then 180 days.

Adopted by the Board of Commissioners on May17, 2018

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/S/  
Diane Cunningham, Chair

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/S/  
Wayne Held Commissioner:

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/S/  
Linda Whiting, Commissioner

## **EMERALD LAKE VILLAGE DISTRICT WATER FEE, RATE & FINE SCHEDULE**

1. Water Hookup Permit (New Connection Fee): \$10,000.00
2. Administrative Retention Fee in Case of Refund of New Connection Fee: \$250.00
3. Water Shut-off/Turn-On Fee: \$50.00 regular/ Seasonal is free (October to May)
4. Basic Water Service Rate: \$730.00 annually  
  
Late Fee/Interest: As billed by Town of Hillsborough
5. Additional Fee for Failure to Effect Shutoff with Damage  
(Including Water Loss Penalty) \$1,000.00
6. Tampering Penalty: \$10,000.00 plus all actual costs
7. Filling or adding water from the ELVD Water Supply to ANY pool. Spa, hot tub, tank, trough of ANY SIZE OR TYPE using a hose of any type: \$500 Fine each violation
8. Violation of Water Ban Section 7.5 applies  
First Violation: Verbal/Written Warning  
Second Violation: \$250 Fine  
Each Additional Violation: \$500 Fine
9. Underground Sprinkler Systems: Only allowed if drawing water from Emerald Lake. Visible signage must be placed indicating "Sprinkler System Draws From Lake"



Office: 147 West Main Street, Suite 103, Hillsborough, NH  
Mail: PO Box 2217, Hillsborough, NH 03244  
Tel: 603-464-3128 Fax: 603-464-4132

## APPLICATION FOR WATER HOOKUP PERMIT

Address of Property: \_\_\_\_\_

Tax Map No: \_\_\_\_\_ Lot No: \_\_\_\_\_

Name of Owner of Record: \_\_\_\_\_

Current Address of Owner of Record: \_\_\_\_\_

Telephone/Email/Fax of Owner: \_\_\_\_\_

Designated Representative if Other Than Owner:

Name: \_\_\_\_\_

Contact Address and Telephone: \_\_\_\_\_

Capacity: \_\_\_\_\_

Lot Sketch Attached: Yes \_\_\_\_ No \_\_\_\_

Fee Submitted (\$10,000.00): Yes \_\_\_\_ No \_\_\_\_

Date Application Submitted: \_\_\_\_\_ Initials: \_\_\_\_\_

Connection Details and Description including Materials (and/or attach separate sheet and/or plans):

\_\_\_\_\_

\_\_\_\_\_

**PERMIT APPROVAL**

Date of Site Visit and Attendees:

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Permit is Denied: \_\_\_ Approved: \_\_\_ Approved subject to following additional conditions:

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Date Issued:

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(Permit is valid for up to 60 days and is nontransferable)

Bond Required: No: \_\_\_\_\_ Yes: \_\_\_\_\_ Amount: \_\_\_\_\_

Permit No:

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(Year eg 2018- followed by sequential number)

Name:

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Title:

Name:

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Title:

Name:

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Title: