

 ORIGINAL

**Town of Lisbon Water Department  
Terms and Conditions**

**Filed December 2011**

**First Revision**

**Office Hours: 8:30 a.m. - 4:00 p.m., Monday - Friday**

**Telephone: 207-353-3020**

**PROPOSED EFFECTIVE: January 1, 2012**

**EFFECTIVE: APR 03 2012**

**DOCKET NO. 11-512**  
**DOCKET NUMBER \_\_\_\_\_**

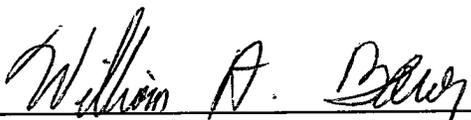
  
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**William A. Bauer, Chairman**  
**Water Commission**

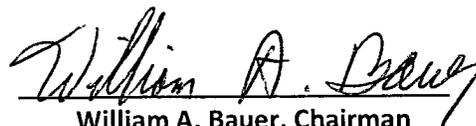
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**TERMS AND CONDITIONS**

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The following Terms and Conditions made by the Lisbon Water Department and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

**DEFINITIONS**

The word "Commission" refers to the Maine Public Utilities Commission.

The word "Utility" refers to the Lisbon Water Department.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service.

The word "Main" means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but is not a water Service Line.

The terms "Service Pipe" and "Service Line" mean the pipe running from the Main to the premises of the Customer.

**1. UTILITY SERVICE AREA.** The Utility is permitted by its 1903 Charter, Private & Special Law, Chapter 241, as amended in 1921, to serve within the boundaries of the Town of Lisbon and the inhabitants thereof; and by permission to provide water to one service within the City of Lewiston.

**2. APPLICATION FOR SERVICE.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. If seasonal rental property, only the property owner may be an applicant for service. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706(2), Chapter 660 of the Commission's Rules and Regulations, and under Section 14 below. If a new service connection or other work on the establishment is required, the owner must authorize the Utility to enter the premises to do the necessary work.

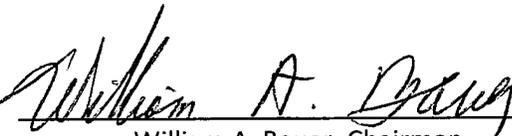
**3. SEASONAL CUSTOMER.** A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to annual rules and charges.

**4. BILLING PROCEDURES.** Annual flat rate charges, minimum meter charges, and water used in excess of the minimum for annual metered service shall be billed quarterly in arrears at the end of the billing quarter. The Utility reserves the right to render bills monthly in advance if it so desires.

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4. **BILLING PROCEDURES (continued).** Seasonal minimum meter charges will be billed immediately after the meter is set for the season. Bills for water used in excess of the minimum shall be billed immediately after the final reading for the season. The Utility reserves the right to render bills quarterly for excess water used by seasonal Customers.

Public fire protection charges will be billed in advance each year on a quarterly basis. Private fire protection charges will be billed in arrears on a quarterly basis. The Utility reserves the right to bill public or private fire protection on a monthly, semiannual, or annual basis, if it so desires.

Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment.

5. **CHARGES FOR FIXTURES.** All Customers billed on fixture rates will be charged for all fixtures, whether used or not. If hot and cold water faucets supply the same fixture, only one faucet will be charged. No water will be furnished for less than the first faucet rate. No Customer supplied with water on fixture rates may install any additional fixtures or alter any previously installed fixtures without first giving written notice to the Utility.

6. **CHARGE FOR ELECTRONIC PAYMENTS.** The Utility accepts credit card payments through a third-party vendor at the Lisbon Town Office payment location, as an option for its Customers. The vendor applies a 2.95% surcharge for this service, which is directly assessed to the Customer during the payment transaction.

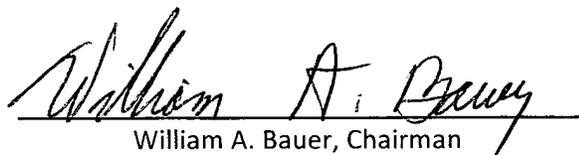
7. **CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from a Customer as permitted by Chapter 660. Pursuant to Chapter 870, the interest rate on Customer deposits shall be the rate set from time to time by the Commission.

8. **TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of payment for services received nor for the consequences of non-payment. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action, will be no less than 25 days after the bill is mailed or hand delivered. The late payment charge for overdue bills will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually.

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9. **CHARGE FOR RETURNED CHECKS.** As provided in Chapter 870 of the Commission’s Rules and Regulations, the Utility may charge the greater of \$5.00 per account to which the check is applied or the amount the bank charges the Utility, not to exceed \$15.00 for each check returned by a bank. If the Utility charges more than \$5.00, the Utility shall furnish the customer with proof of the bank charge.

10. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge \$16.00 to establish water service if it is not necessary for the Utility to visit the premises to connect the service. If it is necessary for the Utility to visit the premises to connect the service, the Utility will charge \$52.00 during the normal business hours of 8:30 a.m. to 3:30 p.m., Monday through Friday. During holidays and other than normal business hours, the charge will be \$170.00.

11. **CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a reconnection fee for restoration of service at the Customer’s premises, if service was disconnected for any reason allowable under Chapter 660 of the Commission’s Rules and Regulations and/or under these Terms and Conditions, including but not limited to at the Customer’s request. The charge will be \$52.00 during the normal business hours of 8:30 a.m. to 3:30 p.m. Monday through Friday. During holidays and other than normal business hours, the charge will be \$170.00.

12. **AFTER HOURS CALL-OUT FEE FOR EMERGENCY DISCONNECTION.** The Utility will charge a Customer a call-out fee for an emergency disconnection during holidays and other than normal business hours, when the trip is not combined with the repair or replacement of a damaged water meter at the Customer’s premises. The charge will be \$85.00 per hour with a two hour minimum of \$170.00.

13. **COLLECTION TRIP FEE.** If Utility personnel visit the Customer’s premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of \$20.00, as permitted in Chapter 660 of the Commission’s Rules and Regulations.

14. **DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements contained in Chapter 660 of the Commission’s Rules and Regulations, and must offer the tenant the right to take responsibility for future payments.

**Leased or Rented Single-meter, Multi-unit Residential Property:** Pursuant to Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

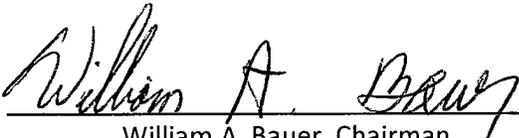
- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a collection fee of \$105.00 in addition to any applicable reconnection fee set forth in Section 11 of these Terms and Conditions.

At its discretion, the Utility may separately meter or cause to be separately metered, at the landlord’s expense, each dwelling unit within the property.

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**15. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS REQUESTED BY THE CUSTOMER.** The Customer will be responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates: **\$52.00** per man-hour during the normal business hours of **8:30 a.m.** to **3:30 p.m.**, Monday through Friday. During holidays and outside normal business hours, the charge will be **\$85.00** per man-hour with a two-hour minimum charge of **\$170.00** per man. In all cases, the Customer will be charged for the cost of equipment rental, if applicable. If the disconnection request relates to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours incurred from this section will be combined with the totals in Section 31F and calculated together.

**16. ABATEMENT POLICY.** The Utility will abate water for a residential Customer for an out of the ordinary event under the below-listed conditions. It is solely the decision of the Utility as to whether these conditions have been met:

- A leak or break occurred at the Customer’s premises not resulting from Customer negligence; and
- The leak or break was repaired or the water shut off while awaiting repair within a reasonable time. Proof of the repair may be required by the Utility under circumstances in which the repair is not readily apparent; and
- The Customer requested the abatement within 30 days of receipt of the bill in question; and
- The Customer has had an account at this location for at least one year prior to the request; and
- No previous abatements within the past five years have been granted to this Customer at any location within the District.

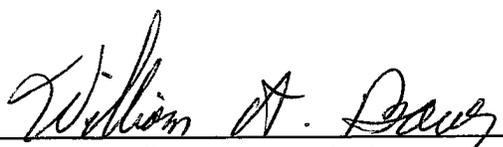
If the Customer is granted abatement under the above specified conditions, the Utility will compare the water usage above the minimum on the abated bill to the average water usage above the minimum for the four most recent billing periods prior to the abated bill. The abatement will be 50% of the cost of the difference, calculated at the rates in the abated bill.

**17. SERVICE INTERRUPTION.** As specified in Chapter 660 of the Commission’s Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off. Pursuant to Chapter 620, if a Customer requests, the Utility will make a pro rata reduction in the Customer’s minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not due to negligence or improper care of equipment by the Customer.’

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18. **LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in Title 14 MRSA, Chapter 741. The Utility will not be responsible for any damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

19. **ACCESS TO PREMISES.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, as a condition of service, Customers shall provide access for Utility employees with proper identification to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to ascertain the amount of water used and manner of use; and to enforce these Terms and Conditions.

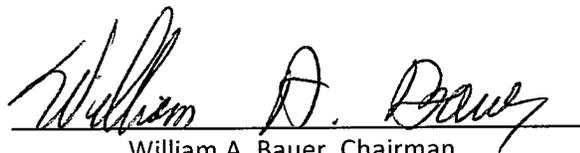
20. **UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or his agent shall bypass any meter, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility’s approved rates, plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of \$52.00 per hour, with a minimum of one hour, for each service visit to the Customer’s premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee will be \$100.00. In no case shall the total of such hourly fees exceed \$100.00. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney’s fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

21. **NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by other than persons authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 20, entitled *Unauthorized Use of Water*. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRSA §2707, as amended or replaced.

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22. **CONSERVATION.** The Utility encourages all Customers to minimize waste of water. Pursuant to Chapter 620 of the Commission’s Rules and Regulations, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit waste or improper usage for all Customers, including but not limited to, the use of hoses and lawn sprinklers. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the safety of the water system.

23. **MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, a Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break that is considered a serious danger to the system will be cause for immediate disconnection of the Customer. If a leak is discovered that is not considered an immediate danger to the system, but may be a long term or cumulative danger, the Customer will be subject to a 30 day disconnection notice. The Customer can avoid disconnection by repairing the leak, as required by the Utility, prior to the specified disconnection date.

24. **STOP VALVE.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, every service must be provided with a minimum of one operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

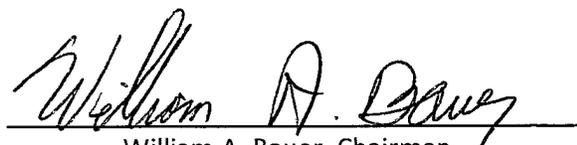
25. **CROSS CONNECTIONS.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine Cross Connection Control Rules and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 660 of the Commission’s Rules and Regulations. The Utility’s Cross Connection Control Program is on file at the Utility office.

26. **BACKFLOW-PREVENTION DEVICE TESTING.** Any Customer with a testable backflow preventer is responsible for completing device testing annually, according to the Utility schedule. The Customer may select a licensed professional to comply with this requirement. If the Utility is chosen to perform the testing, the work will be done as jobbing, as detailed in Section 30 of these Terms and Conditions. If a contractor is chosen other than the Utility, the Customer will pay the contractor directly for the testing and for all repairs necessary to assure that the device is fully functional. A copy of the certified test must be sent to the Utility upon completion. A Customer who does not complete the required testing or whose backflow preventer is not fully functional will be disconnected as a dangerous condition, pursuant to the Utility’s Cross Connection Control Program and Chapter 660 of the Commission’s’ Rules and Regulations.

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**27. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility written permission.

**28. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or secondary system supplied by an automatic feed valve.

**29. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, normally, water Service Pipes will not be placed in the same trench with other Utility facilities. Where possible, a horizontal separation of ten feet will be provided. Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

**30. UTILITY JOBBING.** A Customer must complete a written application before a Utility will provide unregulated Utility service. As permitted in Chapter 620 of the Commission's Rules and Regulations, a Customer must pay a deposit equal to the Utility's written estimate. Unless the work is done on a flat rate basis, the Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion.

**31. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES.**

**A. Separate Metering of Buildings.** No Customer shall supply water to another, nor use it for purposes not mentioned in his/her application without prior written Utility approval. At its discretion, the Utility reserves the right to require separate piping and a separate meter and shut-off for each building or trailer as a condition of service.

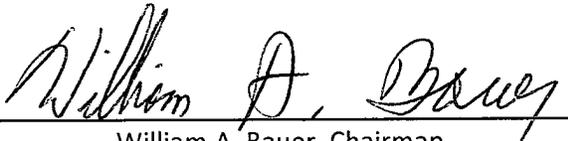
**B. Metering of Multi-Unit Premises.** Except as provided in Chapter 660 of the Commission's Rules and Regulations, where there is more than one occupant of a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility.

**C. Submetering.** Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and maintained at the Customer's own expense.

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31. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES (continued).

**D. Meter Pits.** As permitted in Chapter 620 of the Commission’s Rules and Regulations, the Utility reserves the right to require a meter pit at the Customer’s expense under the following circumstances:

- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
- A single service supplies two or more units with no suitable common area in which to install the meter; or
- The service location makes discovery of a leak unlikely; or
- The actual laying length of the Service Line measures over 200 feet from the street line
- The Customer-owned portion of the Service Pipe has been constructed of materials that make leaks or catastrophic failure likely.

The Customer will be responsible for selecting the Utility-approved contractor of its choice for the installation. Prior to installation, the design must be submitted to the Utility for approval. All work and materials shall comply with the Utility’s standards and specifications, available in the Utility office. The Utility reserves the right to inspect the materials and work during the normal business hours of **8:30 a.m. to 3:30 p.m.**, Monday through Friday, and to require the work to be redone if the standards and specifications are not met. The cost to the Customer for this inspection shall be **\$86.00** per hour. If a follow-up inspection is required due to inadequate preparation by the Customer or the contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s) at the same price.

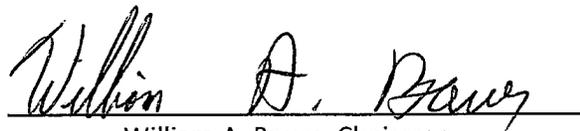
The Utility will also be responsible for connecting the meter and appurtenances as required for installation at a charge of **\$52.00** per hour, plus the cost of the meter, appurtenances and materials necessary for the work. Charges for the Utility-provided labor and materials will be payable to the Utility upon completion, as a condition of service.

**E. Meter Testing.** The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission’s Rules and Regulations. Upon Customer request, the Utility will test the Customer’s water meter at no charge in the presence of the Customer or representative, unless the Customer requests more than one test in an 18-month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit to cover the cost of the test. If a meter tested at the Customer’s request does not conform to standards, the Customer’s deposit will be refunded and the Utility will adjust the Customer’s bill according to the provisions of Chapter 620. If the meter conforms to standards, the Utility may keep the Customer’s deposit and continue to use the meter at the Customer’s premises.

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31. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES (continued).

**F. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment.**

Pursuant to Chapter 620 of the Commission's Rules and Regulations, the Utility may charge a Customer for costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to Customer negligence or improper care. During the normal business hours of 8:30 a.m. to 3:30 p.m., Monday through Friday, the charge will be \$52.00 per hour with a minimum charge of one hour; during holidays and outside normal business hours, there will be 2-hour minimum charge of \$170.00, with each additional hour above the minimum charged at the rate of \$85.00 per hour. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in Section 15 of these Terms and Conditions, if snow, ice or other obstacles must be removed to complete the requested repair, total hours and equipment fees for the removal service will be added to this section and calculated together.

**G. Winter Construction.** No new service or extension of Mains will be installed for the convenience of a Customer during winter conditions that increases the cost of the work for the Utility unless the Customer assumes all extra expense over ordinary construction costs.

**H. Extensions of Mains.** All water Main extensions shall be installed at the Customer's expense, as permitted in 35-A MRSA §6106. Procedures related to the application and installation, as well as ownership and maintenance of the Main after installation, shall be in compliance with Chapter 650 of the Commission's Rules and Regulations. The applicant must complete a written application for the work and a financial agreement taking responsibility for all costs. The Utility will either provide the plan or preapprove the applicant's plan, as specified in Chapter 650.

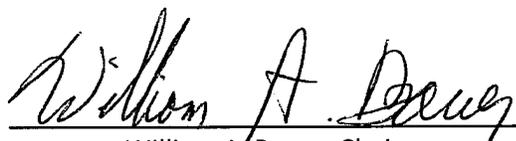
The applicant will be responsible for contracting a Utility-approved professional for the entire installation, and all costs shall be paid directly to the contractor. The work must be completed to applicable State and local requirements and to Utility work standards and material specifications, which will be provided to the applicant and the contractor. The contractor may also be required to purchase materials from the Utility if no alternative, reliable source is available that ensures compatibility with the Utility's pipe and equipment. Prior to the initiation of work on the installation, the Utility will give a written estimate to the applicant for all Utility-provided services and materials, and a deposit equal to 100% of the estimate will be collected. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual cost exceeds the deposit, the applicant must pay the additional amount, as per the written agreement between the Utility and the applicant.

A Utility representative will be present during the installation to manage and inspect the work. The applicant will be billed for these services at a cost of \$86.00 per hour that the representative spends onsite performing these functions. If at any time, the representative discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications, the Utility may stop the installation at the applicant's expense, and require the work to be redone.

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Water Commission

TERMS AND CONDITIONS

Town of Lisbon Water Department

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31. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES (continued).

I. New Service Lines and Meters. As permitted in 35-A MRSA §6106, each applicant for a new water service will be responsible for the costs of the entire Service Line, including but not limited to, costs for opening and closing the pavement or boring across the road, if needed for the installation, and permits, flagging, and additional services or materials, as required by the situation. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapters 620 and 650 of the Commission's Rules and Regulations.

The Customer will be responsible for completing an application for a new service, and for obtaining the Utility's written approval for the work. The Customer will contract with a Utility-approved professional for the entire installation from the Main into the building, excluding the installation of the meter and the meter horn. All contractor charges will be paid by the Customer directly to the contractor.

The Service Line location will be set by the Utility, and must be installed to the Utility's standards and specifications, which are available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. If a site visit has been scheduled, and if the Utility must later return to the premises, due to inadequate preparation by the Customer or the contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s).

The Utility will be responsible for installing the meter and the meter horn. At its discretion, the Utility may subcontract out any part of this installation. The work will be available during the regular business hours of **8:30 a.m. to 3:30 p.m.**, Monday through Friday.

The costs to the Customer for the Utility inspection and meter installation are:

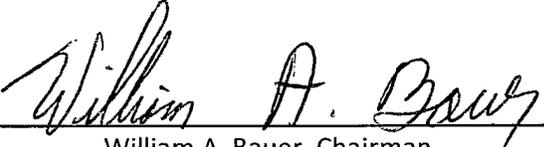
- A charge of **\$86.00** per man-hour for Utility inspection and oversight.
- A charge of **\$52.00** per hour for installing the meter and meter horn.
- Costs of all necessary materials, parts, and equipment rental, if applicable, including the cost of the meter and appurtenances.
- Utility subcontractor costs, as needed.

A written estimate will be provided to the Customer for the Utility-provided labor, materials, and equipment rental, and a deposit equal to the estimate will be collected prior to the Utility performing the work. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual cost exceeds the deposit, the Customer must pay the additional amount as a condition of service, as per the written agreement between the Utility and the Customer.

PROPOSED EFFECTIVE: 1/1/2012

EFFECTIVE: APR 03 2012

DOCKET NUMBER NO 11-512

  
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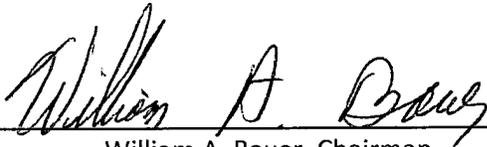
**32. FIRE HYDRANTS.** Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In the event of fire extinguishment, the fire department will notify the Utility of hydrant use within a reasonable time of declaring the fire under control to allow for proper maintenance. Fire hydrants must not be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or the owner.

**33. PRIVATE FIRE PROTECTION.** Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer's expense within the bounds of the public way or right of way; after installation, the line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission's Rules and Regulations. The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Timely notice must be given to the Utility so a representative of the Utility can be present to observe the test.

PROPOSED EFFECTIVE: 1/1/2012

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