

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

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**Fifth Revision**

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

**Telephone: 207-353-3020**

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**ARTHUR MCLEAN, CHAIRMAN  
WATER COMMISSION**

**Town of Lisbon Water Department**  
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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**

**Commission** refers to the Maine Public Utilities Commission.

**Utility** refers to the Lisbon Water Department.

**Customer** means any person Or business who has applied for, been accepted to receive, is receiving or has agreed to be billed for Utility service. This term also includes a person or business that was a Customer of the same Utility within the past thirty (30) days and who requests service at the same or a different location.

**Establishment** means a location at which water service is sought or is being rendered.

**Jobbing** means work that the Utility agrees to do, at the Customer’s expense, which is outside the scope of regulated Utility service.

**Limited-Service Contract** means a written agreement, approved by the Commission, under which a water Utility agrees to provide, and the Customer agrees to accept a substandard level of service described in the contract.

**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 or Service Pipe.

**Multi-Unit Establishment** means any Establishment with more than one unit, including but not limited to condominiums, apartment buildings, mobile home parks, cottages, developments and certain sub-divisions.

**Normal Business Hours** are defined as hours 8:00 a.m. – 4:00 p.m., Monday – Friday (excluding holidays) that the Utility is open to the public to transact business.

**Other Hours** means any hours that are not defined as Normal Business Hours.

**Owner** means one who has a legal or rightful claim of possession to the property or real estate.

**Private Line** means: (1) A water line constructed prior to May 7, 1986 across private property to serve one or more Customers and not considered by the Utility to be a Main; (2) except as provided under **Chapter 65 §2(c)**, a water line constructed after May 7, 1986 across private property to serve a single Customer, a single Multi-Unit Establishment or a single non-residential or industrial development upon which no other person has an easement or other rights of access for water line purposes.

**Seasonal Customer** means a Customer that regularly takes service for only a portion of the year.

**Service Pipe** and **Service Line** mean the pipe running from the Main to the premises of the Customer. Ownership and maintenance of the Service Line and meter after installation will be the Customer's responsibility, per **Commission Rules, Chapter 62**.

**Short Term Seasonal Rental Property** means seasonal rental property for which the rental period is less than one month.

**Temporary Establishment** means an Establishment that the Utility believes to be of a temporary nature after considering the location, settling, structures and use of the Establishment. The absence of a cellar or permanent foundation shall not be the sole criterion used by the Utility in determining that an Establishment is of a temporary nature.

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 **Commission Rules, Chapter 62**, the Owner or the Owner's agent, or the occupants of the Establishment to be served may apply for service, or a change of service, on forms provided by the Utility.

In accordance with **Docket 2012-00129**, application for service, for Short Term Seasonal Property, shall only be made by the property Owner of the Establishment to be served.

Any tenant may become a Customer, if the tenant assumes responsibility for future service under the conditions set forth in **Title 35-A MRS §706(2)**, and **Commission Rules Chapter 660**.

The Utility shall determine the size of the meter, which shall be reasonable in view of the nature of the water service to be provided. If a new service connection or other work on the Establishment is required, the owner or owner's representative 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.

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, electronic 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 their bill does not relieve them 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 **2.5% or one dollar (\$1.00)**, whichever is greater, 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 **Commission Rules, Chapter 660** and **Chapter 870**.

The Utility may demand a deposit from a Customer as permitted by **Commission Rules, Chapter 660**. Pursuant to **Commission Rules, Chapter 870**, the interest rate on Customer deposits shall be the rate set annually 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 their bill does not relieve them 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 twenty-five (25) days after the bill is mailed, electronically mailed or hand delivered to the Customer. The late payment charge assessed on the overdue bill will be no more than the maximum amount allowed under **Commission Rules, Chapter 870** , to be determined annually.

If the Customer sends payment by mail, payment is made on the date the Utility receives payment, in accordance with **Commission Rules, Chapter 660.**

It is the Customer's responsibility to provide the correct billing address. Failure of the Customer to receive their bill does not relieve them of the obligation of payment nor from the consequences of non-payment.

**9. CHARGE FOR RETURNED CHECKS.** As provided in **Commission Rules Chapter 870**, the Utility may charge a Customer whose check is returned for non-payment by a financial institution the greater of **\$5.00** per account to which the check is applied or the amount the financial institution charged the Utility, not to exceed **\$15.00** for each check returned for non-payment. If the Utility charges more than **\$5.00**, the Utility shall furnish the customer with a copy of the financial institution's charges upon request.

**10. CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$25.00** 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 **\$78.00** during Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday. During Other Hours, the charge will be **\$200.00**. Establishment of service charges are due and payable prior to service connection.

**11. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a Restoration/Reconnection fee for reconnection/restoration of service at the Customer's premises, if service was disconnected for any reason allowable under **Commission Rules, Chapter 660** and these **Terms and Conditions**, including but not limited to at the Customer's request. The charge will be **\$78.00** during Normal Business Hours of **8:00 a.m. to 4:00 p.m.** Monday through Friday. During Other Hours, the charge will be **\$200.00**.

**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 **\$200.00**, per person, per hour, one (1) hour minimum.

**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 the Customer a Collection Fee of **\$33.00**, as permitted in **Commission Rules, Chapter 660**.

**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 **Commission Rules, Chapter 660** and must offer the tenant the right to take responsibility for future payments.

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

- Apply any existing deposit to the current account balance, and
- Assess, against the property owner, a collection fee of **\$125.00** in addition to any applicable restoration/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.

**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 per trip:

- **\$ 100.00** per person, per hour, one (1) hour minimum, during the Normal Business Hours of **8:00 a.m.** to **4:00 p.m.**, Monday through Friday. During Other Hours, the charge will be **\$200.00** per person, per hour, one (1) hour minimum charge.
- The cost of equipment rental, as 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 in this section will be combined with the totals in **Section 31G** of these **Terms and Conditions** and calculated together.

**16. ABATEMENT POLICY.** The Utility may abate water for a residential Customer under the below-listed conditions for an out of the ordinary event. 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 Utility’s permitted service territory.

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 **Commission Rules, Chapter 660**, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than five (5) hours or to affect more than ten (10) Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four (24) 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 in accordance with **Commission Rules, Chapter 660 and Chapter 62**. 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 (48) hours and the interruption is not due to negligence or improper care of equipment by the Customer.’

**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 MRS, Section 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 **Commission Rules, Chapter 620**, as a condition of service, Customers shall provide access for Utility employees with proper identification to all premises served by the Utility, during Normal Business Hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to conduct tests; 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 their application without Utility approval. No Customer or their agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or their 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 **Commission Rules, 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 five (5) percent. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$78.00** per person, per hour, with a minimum of one (1) hour, for each service visit to the Customer's premises during Normal Business Hours, 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 Hours, the fee will be **\$200.00** per person, per hour, one (1) hour minimum. In no case shall the total of such hourly fees exceed \$100.00.

In addition, pursuant to **Title 35-A MRS §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 these **Terms and Conditions** Section 20, *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 MRS §2707**, as amended or replaced.

**22. CONSERVATION.** The Utility encourages all Customers to minimize waste of water. Pursuant to **Commission Rules, Chapter 620**, all Customers shall minimize the waste of water. The Utility will decide what constitutes waste and improper use and will restrict usage when necessary to protect the health and safety of the water system. Water will not be supplied on flat rates to any continuous flow device. When necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit the use of hoses, lawn sprinklers and non-agricultural irrigation.

**23. MAINTENANCE OF PLUMBING.** Pursuant to **Commission Rules, Chapter 620**, a Customer shall maintain at their own expense, the plumbing and fixtures within their own premises in good repair and protect them from freezing and from heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break that is considered a danger to the system will be cause for immediate disconnection of the Customer. When a leak is discovered that is not considered an imminent threat to the system, but may be a long term or

cumulative danger, the Customer will be notified in writing by the Utility and will be subject to a thirty (30) day disconnection notice. The Customer can avoid disconnection by repairing the leak, as required by the Utility, prior to the specified disconnection date. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to **Commission Rules, Chapter 660**.

**24. STOP VALVE.** Pursuant to **Commission Rules, Chapter 62**, each 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 damage, including but not limited to, freezing and heat damage. Additionally, the Utility may require a second valve located after the meter. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary. The stop valves shall be owned and maintained by the customer.

**25. CROSS CONNECTIONS.** Pursuant to **Commission Rules, Chapter 620**, no cross connection between the public water system and any other supply will be allowed unless properly protected, based upon the Maine State Department of Health and Human Services 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 and a 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 **Commission Rules, Chapter 660**. The Utility's Cross Connection Control Program is on file at the Utility office and Maine State Department of Health and Human Services.

**26. BACKFLOW-PREVENTION DEVICE TESTING.** The Utility has the right to require a Customer to install a testable backflow prevention device at the Customer's expense, pursuant to the Utility's Cross Connection Control Program. Customers with testable backflow devices are responsible for completing device testing according to the Utility schedule. The Customer must select a certified professional to comply with this requirement, and will pay the charges for the testing and for any necessary repairs directly to the contractor. 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**. A copy of the certified test must be sent to the Utility upon completion. In the event that a Customer does not comply with the testing requirement or does not make the repairs necessary to maintain full functionality of the device, the water service will be disconnected as a dangerous condition, pursuant to the Utility's Cross Connection Control Program and **Commission Rules, Chapter 660**.

**27. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility written permission.

If permission is granted, the Utility may require the Customer to confine or reduce such fluctuations to limits determined by the Utility. Failure to comply may result in termination of service in accordance with **Commission Rules, Chapter 660**.

**28. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, 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. The Utility is not liable for any damage resulting from the lack of or failure of these devices.

**29. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to **Commission Rules, Chapter 62**, the Utility shall not place water Main or Service Pipes in the same trench with facilities of other utilities. The Utility shall provide a horizontal separation of ten (10) feet between water Mains and Service Pipe and facilities of other utilities. Where extenuating, unusual or special circumstances are encountered, a lesser separation from other utilities 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 **Commission Rules, Chapter 62**, 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.** General Requirements. The Customer may receive water through a meter upon application to the Utility. In accordance with **Commission Rules, Chapter 62 and Chapter 65**, meter size is to be determined by the Utility. All water sold by the Utility shall be based on meter measurements or as otherwise provided for in its rate schedules.

**A. Metering.** No Customer shall supply water to another, nor use it for purposes not mentioned in their 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, except as provided in **Commission Rules, Chapter 62 and Chapter 65**. Where there is more than one (1) abode or business in a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate piping and separate shutoffs and meters in locations acceptable to the

Utility for each place of business or abode. All Utility customers are required to have water meters which will be installed, maintained, and read by the Utility. The cost of the meter, appurtenances, and installation shall be borne by the Customer, unless otherwise agreed upon by the Utility, before service is rendered.

The Customer must provide a warm, dry, and accessible location for the meter. All meter installations shall be in accordance with the Utility's requirements, standards and specifications. The Utility, at its discretion, may require Customers to relocate existing meters, piping, shut-offs and appurtenances, at the property owner's expense, as a condition of service and in accordance with the Utility's standards and specifications.

**Meter Location. Single Family Residential.** Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under a residence.

The water meter shall be located in the basement or mechanical/utility room, if one is available.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room.

All water meters installed within the buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface.

Meters, once set, may be changed in location at the request of the Customer, at the Customer's expense. Only an agent of the Utility may approve the meter relocation.

A rear building presently served by a water line through the front building, in accordance with these **Terms and Conditions** by date approved and effective, may continue in this manner if both are on the same lot and under the same ownership regardless of any major repairs to the Service Line to the front building. The main water service shall not be branched. If the rear building is sold, replaced or the property is divided, a new direct Service Line with separate meter(s) shall be installed at the expense of the Customer taking service, in accordance with these **Terms and Conditions**.

**Apartments, Duplexes, Condominiums and Buildings.** Except as provided in **Commission Rules, Chapter 660**, 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.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room. All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface. Meters shall be located in a clean, dry, warm and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

Meters, once set, may be changed in location at the request of the Customer, at the Customer's expense. Only an agent of the Utility may approve the meter relocation.

**Mobile Homes.** Pursuant to these **Terms and Conditions** by date approved and effective, water meters for new or replacement mobile homes placed on concrete, paved, or gravel slabs shall be located inside the home in a warm, dry, and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered single family residential in accordance with these **Terms and Conditions** §31.

The safety of Utility employees is paramount. If a water meter is located under the mobile home, the Utility requires the Customer to provide safe access to the meter for service work by removing the skirting, insulation, and heat tape where the meter is located prior to the arrival of Utility personnel. The Customer will be responsible for re-installing the insulation, heat tape and skirting once the service is complete. Failure of the Customer to provide safe access to the water meter as described above will result in disconnection pursuant to **Commission Rules, Chapter 660**.

**Mobile Home Parks, Campgrounds and RV Parks.** Mobile home parks whose water distribution system is not owned and maintained by the Utility shall be metered at the point of entry of the water Service Line onto the property, with a single master-meter. The master-meter shall be placed inside a structure meeting the Utility's effective specifications. The meter structure (pit or above ground building) shall be owned, installed and maintained by the Customer in good repair at the Customer's expense.

**Multi-Unit, Time-Share Development Units.** Multi-Unit time share development units shall each be required to have separate meters. All meters within the same time-share development complex shall be classified as Short Term Seasonal Rental Property and billed to the owner, association, corporation or other responsible entity.

- B. **Submetering.** Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and maintained at the Customer's own expense.
- C. **Meter Pits.** The Utility discourages the use of meter pits or vaults due to accessibility and safety issues. The use of meter pits or vaults will be considered on a case by case basis and requires prior written Utility approval in accordance with **Commission Rules, Chapter 62**, meter pits or vaults must be installed and operated in accordance with the Utility's current specifications 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; or
- The Customer-owned portion of the Service Pipe has been constructed of materials the Utility deems to be inferior, making it more likely that there will be leaks or catastrophic failure.

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 **8:00 a.m. to 4:00 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 **\$100.00** 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 **\$100.00** 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.

- D. **Meter Testing.** The Utility will test its water meters according to the schedule and standards in **Commission Rules, Chapter 62**. 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 (1) test in an eighteen (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 **Commission Rules, Chapter 62**. 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.
- E. **Plan Reviews.** In accordance with **Commission Rules, Chapter 65**, if it is necessary for the Utility to provide detailed engineering design/review for sub-divisions and/or non-residential entities, the Customer shall pay the estimated cost of the design/review prior to the commencement of the design/review.

- F. **Remote Reading Registers.** The Customer shall pay for the remote register and installation. Pursuant to **Commission Rules, Chapter 62**, the equipment shall be owned and maintained by the Utility.
  
- G. **Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment.** Pursuant to **Commission Rules, Chapter 62**, 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 **8:00 a.m. to 4:00 p.m.**, Monday through Friday, the charge will be **\$78.00 per person**, per hour with a minimum charge of one (1) hour; during Other Hours, there will be a charge of **\$200.00** per person, per hour, one (1) hour minimum. 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.
  
- H. **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.
  
- I. **Extensions of Mains.** All water Main extensions shall be installed at the Customer's expense, in accordance with the Utility's standards and specifications, as permitted in **Title 35-A MRS §6106**. Procedures related to the application and installation, as well as ownership and maintenance of the Main after installation, shall be in compliance with **Commission Rules, Chapter 65**. The applicant must complete a Utility-provided 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 **Commission Rules, Chapter 65**.

Upon request of a potential Customer for a Main extension, the Utility will prepare a preliminary sketch, general specifications and written estimate of the costs for the proposed water Main extension. The applicant will be responsible for contracting a Utility-approved professional for the entire installation, and all cost shall be paid directly to the contractor. The contractor may 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.

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 **\$100.00** 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.

- J. New Service Lines and Meters.** As permitted in **Title 35-A MRS §6106**, each applicant for a new water service will be responsible for the costs of the entire Service Line, including but not limited to, the meter and materials and appurtenances for the meter's installation, 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 **Commission Rules, Chapter 62**.

The Customer is responsible for completing an application for a new service, and for obtaining the Utility's written approval for the work prior to initiation of 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. The Service Line 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 Customer 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 **8:00 a.m. to 4:00 p.m.**, Monday through Friday.

The costs to the Customer for the Utility inspection:



- A charge of **\$78.00 per person**, per hour for Utility inspection and oversight.
- 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.

- 32. FIRE HYDRANTS.** Fire hydrants, both public and private, may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In case of training exercises, notification shall be made to the Utility prior to and immediate after completion. 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. The Utility reserves the right to meter any fire line where it has reason to believe water is being taken for purposes other than fire protection.
- 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, and shall be considered a Main for purposes of these **Terms and Conditions** and shall not be used for domestic water use. The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The Utility may require the owner, as a condition of service, to determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. If so required, sufficient notice must be given to the Utility so a representative of the Utility can be present to observe the test. The owner may also be required to perform certain additional tests and maintenance on the system, as a condition of service, in order to be consistent with the health or safety standards of the Utility and the water system.