

**City of Lewiston, Water Division
Terms and Conditions**

Filed November 2011

Second Revision

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

Telephone: 207-513-3140

PROPOSED EFFECTIVE: January 1, 2012

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David A. Jones, P. E.
Director, Department of Public Works

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The following Terms and Conditions made by the City of Lewiston Water Division 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 City of Lewiston Water Division.

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 term "Service Line" means the pipe running from the Main to the premises of the Customer.

1. UTILITY SERVICE AREA. The Utility is permitted by 1873 Private & Special Laws, Chapter 386 approved February 27, 1873; and 1899 Private & Special Laws, Chapter 153 approved March 15, 1899 to provide water from various sources to the City of Lewiston and its inhabitants.

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, Sec. 10(1)(2) of the Commission's Rules and Regulations, and under Section 12 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 metered rates in effect.

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

Public and private fire protection charges will be billed on a quarterly basis at the end of the quarter.

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4. **BILLING PROCEDURES (continued)**. 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. **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.

6. **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 30 days after the bill is mailed or hand delivered. A late payment charge will be made on any unpaid balance outstanding after 45 days. The late payment charge will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually.

7. **ELECTRONIC PAYMENTS**. The Utility accepts credit card payments through a third party vendor as an optional payment choice for its Customers. Information is available on the City of Lewiston website or at the Utility office. The vendor applies a 2.5% surcharge for this service, with a minimum of \$1.00, which is directly assessed to the Customer during the payment.

8. **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 for nonpayment by a bank. If the Utility charges more than **\$5.00**, the Utility shall furnish the customer with proof of the bank charge.

9. **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 **\$30.00**, as permitted in Chapter 660 of the Commission's Rules and Regulations.

10. **CHARGES FOR ESTABLISHMENT OF SERVICE**. The Utility may charge **\$13.00** 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 **\$47.00** during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and other than normal business hours, the charge will be **\$115.00**.

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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 **\$47.00** during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and other than normal business hours, the charge will be **\$115.00**.

12. 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.

In addition, 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.

13. 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 reserves the right to charge the Customer at the following labor rates: **\$47.00** per man-hour during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and outside normal business hours, there will be a two hour minimum, charged at **\$115.00** per man, with each additional hour to be billed at the rate of **\$58.00** per man. In all cases, the Customer will be charged for the cost of equipment rental, as necessary. If the disconnection request relates to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours from this section will be combined with the totals in Section 28F and calculated together.

14. ABATEMENT POLICY. Customer metered water used for Utility purposes will be abated at 100% of the difference between the abated bill and the Customer’s average water bill for the twelve months prior to the current billing period.

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15. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES. Pursuant to Title 35-A MRSA §6111-C and Chapter 660 of the Commission's Rules and Regulations (Chapter 660), the Utility may disconnect water service to Customers receiving sewer service for non-payment of an undisputed balance, if the Total Amount Overdue is more than \$100.00 or over ninety days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 15.5 is applicable.

15.1 Definitions.

Total Account Balance means the total water and sewer amount owed by a Customer who has been properly billed.

Total Amount Overdue means the total water and sewer amount billed to a Customer that has not been paid by the due date of the bill or by a date otherwise agreed upon by the Utility and the Customer. Disputed amounts and fees and charges for estimated sewer service usage will not be included in the Total Amount Overdue.

15.2 Billing. Bills for the Utility shall be issued in accordance with Chapter 660 and with Section 4 of these Terms and Conditions.

15.3 Disconnection and Reconnection. A 14 day disconnection notice shall be issued when a Customer does not pay or make a payment arrangement on an undisputed balance, and the Total Amount Overdue is consistent with the requirement in Chapter 660.

15.4 Collection Action. Subsequent collection actions, including disconnection and reconnection, shall be in accordance with Chapter 660 and with these Terms and Conditions.

15.5 Limitation for Multiunit Rental Facilities of Greater than Two Units. Pursuant to 35-A MRSA §6111-C, the Utility may not disconnect water service for non-payment of sewer service to a multiunit rental facility greater than two units, unless the owner of the facility occupies a unit that would be subject to the disconnection, or unless the Utility has a Charter provision enacted prior to August 1, 2010, establishing the authority for such disconnection.

15.6 Payment Allocation. Pursuant to Chapter 660, when a Utility receives payment that is insufficient to pay the full account balance, the Utility must apply payment to the oldest basic service balance due, no matter if water or sewer, unless instructions from the Customer, a disputed bill, or a payment arrangement requires otherwise.

15.7 Payment Arrangement. The Utility shall continue to serve a Customer who cannot pay the Total Account Balance, provided satisfactory payment arrangements are made in accordance with Chapter 660 and with these Terms and Conditions.

15.8 Dispute Resolution. The Utility shall resolve disputes, if applicable, in accordance with Chapter 660.

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15. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES (continued).

15.9 Annual Filings. The Utility shall annually file a disconnection report with the Commission as specified in Title 35-A MRSA §6111-C and in Chapter 660.

15.10 Assistance Programs. Pursuant to Title 35-A MRSA §6111-C and to Chapter 660, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 2-1-1, The Department of Health and Human Services, the Community Action Agencies, and local City Government.

16. 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 **\$47.00 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, there will be a two hour minimum, charged at **\$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.

17. 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 16, 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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18. ACCESS TO PREMISES. Pursuant to Chapter 620 of the Commission’s Rules and Regulations, as a condition of service, Customers shall provide access to Utility employees having 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.

19. 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. If the Utility is requested by a Customer to thaw a frozen service and it cannot be determined whether it was frozen on the Utility’s portion of the Service Pipe or on the Customer’s portion, one half of the cost of thawing the pipe shall be borne by the Utility.

20. 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 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.

21. 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.

22. BACKFLOW PREVENTION DEVICE TESTING. Customers with testable backflow devices will be responsible for completing backflow prevention device testing at their own expense according to the Utility provided 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. Upon completion, the Customer must send the Utility a copy of each signed certified test by December 31st of each year. Customers who do not comply with testing requirements and/or do not make recommended repairs to their devices will be disconnected as a dangerous condition, pursuant to the Utility’s Cross Connection Control Program.

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23. **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.

24. **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 permission.

25. **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.

26. **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.

27. **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.

28. **METERING, NEW SERVICE PIPE, 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.

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28. METERING (continued).

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.

D. Meter Setting. All meters shall be set as close as possible to the point of entrance of the Service Pipe to the building, and must be provided a clean, warm, dry and accessible location. The cost of the meter and installation shall be borne by the Customer. The location of the meter once set, may be changed at the request of the Customer, but the change of the meter may be made only by an agent of the Utility. For new installations of meters one and one-half inches in diameter or larger in nominal size, the piping arrangement shall be in accordance with the requirements of the Utility.

E. 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
- The length of the service is over 200 feet; or
- The service location makes discovery of a leak unlikely; or
- The Customer’s portion of the Service Pipe has been constructed of materials that make it leaks or catastrophic failure likely; or
- The service passes over land belonging to another party. In this case, the Utility will require a deeded right of way.

As an alternative to a meter pit, the Utility may instead require a Customer to box in and insulate the meter in an appropriate area with an access door. Prior to installation, the design must be submitted to the Utility for approval. Written approval or rejection of the design shall be provided by the utility within ten business days. Should the Utility not meet this timeframe, the design shall be considered approved by default.

A Customer may select the contractor of its choice for the installation. If the Utility is selected, the work will be done as jobbing, as detailed in Section 27 of these Terms and Conditions. All work and materials must comply with the Utility’s approved standards and specifications, available in the Utility office. The Utility reserves the right to inspect all materials and work during normal business hours at a charge of **\$47.00**, and to require work to be redone if the standards and specifications are not met. 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).

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28. METERING (continued).

F. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment. As permitted by Chapter 620 of the Commission’s Rules and Regulations, the charges to a Customer for the repair or replacement of meter(s) or other Utility equipment damaged due to improper care or negligence by the Customer are as follows: During the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday, the labor charge will be **\$47.00** per hour with a minimum charge of one hour. During holidays and outside normal business hours, there will be a two hour minimum, charged at **\$115.00** per man, with each additional hour to be billed at the rate of **\$58.00** per hour. In all cases, the Customer will be charged for the cost of the shop materials and necessary replacement parts, including the meter or meter plate. As specified in Section 12 of these Terms and Conditions, if obstacles must be removed from the area in order to complete the repair, the equipment rental fees and total labor hours from Section 12 will be added to the totals from this section and calculated together.

G. 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, as follows: **\$67.00** per hour for labor, transportation, and the use of the meter bench. 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.

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. 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 opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation, including the meter. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapter 620 of the Commission’s Rules and Regulations.

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28. METERING.

I. New Service Lines and Meters (continued). The Customer will be responsible for obtaining the Utility’s written approval for the work and for contracting with a Utility-approved professional for the excavation and installation from the curb-stop into the building. The Customer may also have the option of using his/her contractor to excavate the portion of the installation from the Main to the curb-stop if the Utility approves the request. All contractor charges will be paid by the Customer directly to the contractor.

The Service Line location will be set or reviewed by the Utility prior to excavation and must be installed to applicable plumbing codes and to Utility work standards and material specifications, available at the Utility office. 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 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 the excavation and pipe laying from the Main to the curb-stop, including contracting the piping across the road if required, unless the Customer has received approval for contractor excavation, as specified in the paragraph above. The Utility will also install the curb-stop, install the meter and other appurtenances, and tap the Main. Work will be available during the regular business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. At its discretion, the Utility may subcontract out any part of this work. The costs to the Customer for the Utility portion of the installation are:

- A charge of **\$38.00** per man-hour for excavation and pipe-laying from the Main to the curb-stop; for installing the meter, curb-stop, and necessary appurtenances; and for tapping the Main.
- A charge of **\$47.00** per man- hour for the inspection and approval of contracted work.
- Costs of the necessary materials, parts, and equipment and truck rental, as applicable, including the cost of the meter at required size.
- Contractor services charged as required by the situation, including piping across the road, whether boring or opening and closing the road as required by Maine DOT or Town policy; plus additional costs, including but not limited to digging, permits, flagging, and closing the road as required by Maine DOT or Town policy.

A written estimate will be given to the Customer for the costs of the Utility-provided labor, materials, equipment rental and subcontractors, and a deposit equal to the estimate will be collected prior to the initiation of the work. A 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 costs exceed the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer, as a condition of service.

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28. METERING (continued).

J. Extensions of Mains. All water Main extensions shall be installed at the applicant’s expense, as permitted in 35-A MRSA §6106. Procedures related to the installation of the Main extension, and ownership and maintenance after the installation, shall be governed by Chapter 650 of the Commission’s Rules and Regulations.

The applicant must complete a written application for the work and a financial agreement to be responsible for all costs of the installation. The Utility will either provide the plan or preapprove the applicant’s plan, as specified in Chapter 650. The applicant must contract with a Utility-approved professional for the entire Main extension, and all costs shall be paid directly to the contractor. The work must be completed to applicable plumbing codes and to Utility work standards and material specifications, which will be available at the Utility office. 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.

In order to manage and inspect the process, a Utility representative will be present intermittently during the installation, including but not limited to during the tapping of the Main, the pressure testing, and the sanitation. The cost to the applicant’s contractor for this inspection and management will be \$47.00 per hour. The Utility reserves the right to subcontract these services to its own contractor. If at any time during the installation, the Utility 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.

A written estimate will be given to the Customer for the Utility-provided services and materials, and a deposit equal to the estimate will be collected prior to the initiation of any work. A 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 costs exceed the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer.

29. 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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TERMS AND CONDITIONS

30. CONSERVATION. Customers should attempt 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, including but not limited to, the use of hoses and lawn sprinklers. Under these circumstances, the Utility will decide what constitutes waste and improper usage in order to preserve the safety of the water system.

31. 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. 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 provides all flow testing and maintenance for City of Lewiston hydrants, including annual flushing at no charge to the City. Owners of private hydrants will contract with a certified professional to conduct testing and perform maintenance at their own expense.

32. 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.

Pursuant to Chapter 640 of the Commission’s Rules and Regulations, the Utility may require, as a term of service, a showing by the Customer on a periodic basis that certain maintenance, testing, or inspection procedures have been conducted in order that the installation be consistent with the health or safety standards of the Utility. The Utility reserves the right to require timely notice of all testing, so a Utility representative can be present to observe the process.

PROPOSED EFFECTIVE: 1/1/2012

EFFECTIVE: _____

David A. Jones, P. E.
Director, Department of Public Works

DOCKET NUMBER: _____

**Lewiston Water Department
Calculation of Terms and Conditions Charges**

Hourly Construction Within Business

<u>Hours - All Division Field Staff</u>	Hourly
Average wages @ \$18.46 per hour x 1 hr	\$18.46
Field Staff taxes/ benefits/ OH @70%	\$12.92
Subtotal	\$31.38
Admin Costs @ \$15.84 per hour x .25 hr	\$3.96
Admin taxes/ benefits/ OH @ 65%	\$2.57
Total - Construction - Business Hours:	\$37.92
Amount Requested - Construction Hourly	\$38.00

Note: Construction Hourly Calculation includes no truck cost because the truck w/tools is included in the calculation for the equipment rental on the job.

**Average Trip Within Business Hours -
W & S Service & Operators** **Flat Rate or
Hourly**

Average wages @ \$19.96 per hour x 1 hr	\$19.96
Field Staff taxes/ benefits/ OH @70%	\$13.97
Truck cost - Rental Fee w/ Tools	\$6.00
Subtotal	\$39.93
Admin Costs @ \$15.84 per hour x .25 hr	\$3.96
Admin taxes/ benefits/ OH @ 65%	\$2.57
Total Average Trip during Business Hours:	\$46.47
Amount Requested for Flat Rate/Hourly	\$47.00

Note: Admin costs on Trip Calculations represent time for Customer/Utility coordination; for work order, computer and billing activities; and for vendor activities, such as ordering items or processing vendor purchase orders, and invoices

Disconnection of Single-Meter Multi Unit

<u>Residential Property</u>	Flat Rate
Admin time, including benefits (2.5 hrs)	\$65.34
Field staff time, including benefits (1 hour)	\$33.93
Truck cost - Rental Fee w/ Tools	\$6.00
Total Costs	\$105.27
Flat Rate Amount Requested	\$105.00

Meter Testing Cost: In the Event of More than One Test Requested in 18 Mths & No Problems Revealed by Test

Hourly will be based on second calculation above plus \$20.00 for the Meter Bench

Average Trip Outside Business Hours

<u>All Division Field Staff</u>	Flat Rate Trip
After Hours - 1.5 time	\$29.94
Field Staff taxes/ benefits/ OH @ 70%	\$20.96
Subtotal	\$50.90
Double Above for 2 hr call out	\$50.90
Truck cost - Rental Fee w/ Tools	\$6.00
Admin Costs @ \$15.84 per hour x .25 hr	\$3.96
Admin taxes/ benefits/ OH @ 65%	\$2.57

Total Costs **\$114.33**

Amt Requested for Flat Rate or Min **\$115.00**

Amt Requested for Add'l Hr (Per Trip) **\$58.00**

Note: As per personnel policies, employees called out after business hours are paid for two hours at 1.5 time

Collection Trip Fee

<u>Collection Trip Fee</u>	Flat Rate Trip
Average wages @ \$19.96 per hour x 1/2 hr.	\$9.98
Field Staff taxes/ benefits/ OH @70%	\$6.99
Truck cost - Rental Fee w/ Tools	\$6.00
Subtotal	\$22.97
Admin Costs @ \$15.84 per hour x .25 hr	\$3.96
Admin taxes/ benefits/ OH @ 65%	\$2.57
Total Costs	\$29.50
Amount Requested for Trip	\$30.00

Establishment of Service Without

<u>Service Visit</u>	Flat Rate
Admin Costs @ \$15.84 per hour x 1/2 hr	\$7.92
Admin taxes/ benefits/ OH @ 65%	\$5.15
Total Costs	\$13.07
Flat Rate Amount Requested	\$13.00

David A. Jones, P. E.
Director, Department of Public Works

Salary Markup Calculations

Svc Staff During Business Hours		Hourly
Avg 2011 Hourly for Field Service Staff		19.18
Year 1		19.18
Year 2 (2% raise)		19.56
Year 3 (2% raise)		19.95
Year 4 (2% raise)		20.35
Year 5 (2% raise)		20.76
Average of These Years		19.96
		During Business Hrs

Svc Staff After Business Hours: 1.5 time		Hourly
Avg 2011 Hourly for Field Service Staff		28.77
Year 1		28.77
Year 2 (2% raise)		29.35
Year 3 (2% raise)		29.93
Year 4 (2% raise)		30.53
Year 5 (2% raise)		31.14
Average of These Years		29.94
		After Business Hrs

* Salaries have been raised by an average 2 % of a year to arrive at the average for the 5 year life of this T & C:

All Division Field Staff		Hourly
Avg 2011 Hourly for All Division Field Staff		17.74
Year 1		17.74
Year 2 (2% raise)		18.09
Year 3 (2% raise)		18.46
Year 4 (2% raise)		18.83
Year 5 (2% raise)		19.20
Average of These Years		18.46
		During Business Hrs

Admin Staff		Hourly
Avg 2011 Hourly for Field Service Staff		15.22
Year 1		15.22
Year 2 (2% raise)		15.52
Year 3 (2% raise)		15.83
Year 4 (2% raise)		16.15
Year 5 (2% raise)		16.47
Average of These Years		15.84
		During Business Hrs

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**Town of Lewiston Water Division
1% Calculation**

Gross Water Revenue for 2010

\$4,422,566.00

Tariffs in T & C	<u>Estimated</u>	<u>Current Rate</u>	<u>New Rate</u>	<u>Difference</u>	<u>Change in</u>
	<u>Number</u>				<u>Revenue</u>
Charge for Returned Check	35	\$15.00	\$15.00	\$0.00	\$0.00
*Disconnections of Single Meter Multi-Unit Housing (price lowered)	26	\$200.00	\$105.00	-\$95.00	-\$2,470.00
Establishment of Service - No Visit Necessary	0	\$10.00	\$13.00	\$3.00	\$0.00
Establishment of Service - During Business Hours	61	\$25.00	\$47.00	\$22.00	\$1,342.00
Restoration of Service - During Business Hours	75	\$25.00	\$52.00	\$27.00	\$2,025.00
Restoration of Service - Outside Business Hours	8	\$60.00	\$115.00	\$55.00	\$440.00
Collection Trip Fees	8	\$10.00	\$30.00	\$20.00	\$160.00
Snow or Ice Removal - During Business Hours	4	\$0.00	\$47.00	\$47.00	\$188.00
Snow or Ice Removal - Outside Business Hours	2	\$0.00	\$115.00	\$115.00	\$230.00
Repair of Water Meters - During Business Hours (inc meter plate)	4	\$0.00	\$59.00	\$59.00	\$236.00
Repair of Water Meters - Outside Business Hours (inc meter plate)	4	\$0.00	\$127.00	\$127.00	\$508.00
Meter Testing - More than 1 Test Requested in 18 Months	0	\$52.00	\$67.00	\$15.00	\$0.00
¹ Service Lines and New Meter Installation	52	\$912.00	\$976.00	\$64.00	\$3,328.00
² Meter Pits	1	\$0.00	\$47.00	\$47.00	\$47.00
² Main Extension Inspection and Oversight	1	\$0.00	\$940.00	\$940.00	\$940.00
Unauthorized Use or No Tampering Fees	3	\$0.00	\$100.00	\$100.00	\$300.00
Estimated Change in Revenue					\$7,274.00

Percent: Estimated Change Divided By Gross Water Revenue

0.16%
(less than 1%)

¹ Labor & Vehicles only included, as pipe, appurtenances, and other materials vary substantially from service to service, depending on the length, size and whether piping across the road is needed. Materials are passed through at cost . Current rate has not varied for vehicles and equipment rental.

² Customer contracts directly so little charged through Utility. On Main Extensions, inspection time varies greatly, as it depends on length of the Main.

David A. Jones, P. E.
Director, Department of Public Works