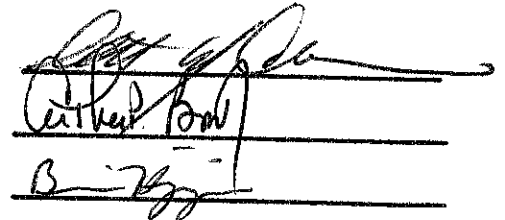


TOWN OF LISBON

**TARIFF OF TERMS AND CONDITIONS AND
RATE SCHEDULES FOR WATER SERVICE
APPLICABLE IN LISBON, NEW HAMPSHIRE,
AND IN A LIMITED AREA IN THE TOWN
OF LANDAFF, NEW HAMPSHIRE, ADJACENT THERETO.**

Effective Date: AUGUST 9, 2004

Amended: 09/08/2022



Three horizontal lines with handwritten signatures. The top line has a signature that appears to be 'Peter G. De...'. The middle line has a signature that appears to be 'Arthur Bon...'. The bottom line has a signature that appears to be 'B. ...'.

TOWN OF LISBON
GENERAL INFORMATION

Territory to which schedule applies:

The town of Lisbon and that portion of Landaff adjacent to Lisbon where the Town maintains pipe lines.

Terms and Conditions:

The following Terms and Conditions made by the Town of Lisbon will constitute a contract between the customer and the Town, and the customer will, by filing application for service with, and/or taking water from the Town, be considered to express his consent to be bound thereby, and to take water only for purposes stated in the application and at the established tariff rates.

Definitions:

Town - The Water Department of the Town of Lisbon, acting through its Board of Selectmen

Customer/Rate payer - Any person, firm, corporation, town, government or governmental division supplied by such precinct

Customer unit - Each family, tenement, store, or other establishment being considered a single consumer

Main pipe - The supply pipe from which service connections are made to supply water to customers

Service pipe - The pipe running from the main pipe to the premises of the customer

High Degree of Hazard - Resulting effects from contaminants are health related

Low Degree of Hazard - Resulting effects from contaminants are aesthetic

Approved High Hazard Devices - Air Gap, Reduced Pressure Zone Device (RPZ)

Approved Low Hazard Devices- Double Check Valve, Residential Dual Check Valve, Pressure Vacuum Breaker, Atmospheric Vacuum Breaker*

*(if no backpressure)

TOWN OF LISBON
TERMS AND CONDITIONS

1. Applications for Service. All applications for the use of water must be made in the form prescribed, stating fully and truly the use to which the water is to be applied. Such application must be signed by the owner of the premises, or his duly authorized agent. The applicant will also be required to make an advance payment, before any new work shall be begun, of such sums of money as in the judgment of the superintendent, will reimburse the Town for all such expense incident thereto for which said applicant is properly chargeable. This regulation also applies to repairs on service piping.
2. Alterations in Fixtures. No customer supplied with water on flat rates shall install any additional fixtures or make any alterations in fixtures previously installed without first giving written notice to the Town.
3. Ownership and Maintenance of Service Pipe. All service pipes, including the shut-off, within the limits of the highway, shall be owned and maintained by the Town. From the limits of the highway to the building the service pipe shall be installed, owned and maintained by the customer. On mains not in the limits of the highway the Town will lay and maintain a service line from the main a distance of 150 feet or to the customer's property line, whichever is shorter. On future installations, or re-installations, of service lines, only one customer will be supplied through one service pipe. Where more than one customer is now supplied through one service pipe and under control of one curb-cock and violation of the rules of the company by either or any of the customers so supplied shall be deemed a violation by all and the company may take such action as could be taken against a single customer, except that such action shall not be taken until the innocent customer who is not in violation of the company's rules has been given a reasonable opportunity to attach his pipe to a separately controlled service connection.

Once a line is installed, and a customer desires to change the location of his service, or changes any grade, resulting in the Town having to relocate any service line, including the shut-off, that the Town is maintaining, the customer shall be responsible for all costs, and in no event shall the company be responsible for any damage done by escaping therefrom.

The Town will not own or maintain any pumping station or pump that might be required to furnish water to those customers living in higher elevations where gravity flow might not prove sufficient.

4. Temporary Service. When permission to open a street cannot be obtained or when for any physical reason it is impracticable to make excavation and provide independent service, water may be furnished temporarily from an adjacent service if

deemed advisable by the Board of Water Commissioners and the owner gives his permission, but entirely at the expense of the customer.

Water service furnished to any housing not placed on a permanent foundation or to any trailer not placed on a permanent foundation shall be considered temporary service and the whole cost of furnishing service from the nearest available main, including turning on and off, and maintenance, shall be entirely at the expense of the customer.

5. Stop and Waste Cock. Every service must be provided with a stop and waste cock located inside the building near the service entrance, easily accessible and protected from freezing. All piping shall be so arranged as to permit draining whenever necessary.
6. Maintenance of Plumbing. All customers shall maintain the plumbing and fixtures within their own premises in good repair and protect from freezing at their own expense. They shall make repairs which may be necessary to prevent leaks and damage. No cross-connection between the public water supply system and any non-potable supply will be allowed. No connection capable of causing back-flow between the public water system and any plumbing fixture, device or appliance or between any waste outlet or pipe having direct connection to waste drains will be permitted after twenty-four (24) hours' notice by the Town. If the owner of the connection fails or refuses to break or properly protect the connection within the limit, the Town shall discontinue service by making a definite break in the service pipe until the connection has been properly broken or protected.
7. Safeguarding Use of Hot Water Tanks. All customers having direct pressure hot water tanks should place proper vacuum and release valves in the pipe system to prevent any damage to such tanks should it become necessary to shut off the water on the street mains. The Town will not supply water to premises where direct pressure hot water tanks or appliances are used except at the risk of the customer, and in no case will the company be liable for any damage occasioned thereby.
8. Joint Use of Service Pipe Trench. Water use pipes will not be placed in the same trench with gas pipes, electric conduits, sewers, or similar structures.
9. Winter Construction. Except in case of emergency, no new service pipes or extension of main pipes will be installed during winter conditions (when frost is in the ground) which increases the cost of the work, and in the event an emergency shall require such construction, except the repairing of supply mains, the customer shall pay all extra expense over the ordinary construction cost.
10. Responsibility for Water Charges. The owner of each premises will make application for service and thereupon assume responsibility for payment of all charges for water service rendered to all customer units served on the property.

11. Bills Payable. All bills are due and payable upon presentation and are past due twenty (20) days after date of the bill.

Failure of the customer to receive his bill does not relieve him of the obligation of its payment nor from the consequences of non-payment.

12. Abatements. If premises are to be vacated for a period of ninety (90) days or more, abatement of water charges may be had by notifying the Board of Selectmen in writing, in advance, the date of such vacancy.
13. Unauthorized Use of Water. Use of water is confined to the premises named in the contract. No customer shall supply another not entitled to the use of water, nor shall he use it for any purpose not mentioned in his application. No person not entitled to the use of water shall obtain it from any hydrant, fountain, or other fixture of the Town without previous consent of the Board of Water Commissioners. A customer may supply a contractor for building purposes if he so desires, provided such contractor has made satisfactory arrangements with the Superintendent to pay for the water used and has a permit for such use.
14. Use of Hose and Lawn Sprinkler. When necessary to conserve supply, the Town may restrict or prohibit the use of both hose and sprinklers.
15. Waste of Unmetered Water. Customers on flat rates must prevent all unnecessary waste of water. They shall not allow it to run to prevent freezing, or longer than necessary for proper use. The Board of Selectmen shall decide what constitutes waste or improper use and shall restrict the same when necessary.
16. Charges for Fixtures. On all occupied premises supplied with water on flat rates, all fixtures, whether used or not, will be charged unless disconnected from both supply and waste pipes, except that where both hot and cold water faucets empty into the same vessel, only one will be charged. No water will be furnished for less than the first faucet rate. Full rates will be charged for fixtures supplied with waste water.
17. Access to Premises. The officers or agents of the Town shall have free access 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 the manner of use, and to enforce these Terms and Conditions.
18. Connecting or Discontinuance of Service. Service may be discontinued by reason of non-payment of water bills or for violation of any term or condition contained herein. Disconnecting charge in this section shall be \$50.00. Service once discontinued may not be reconnected until the cause of complaint resulting in discontinuance of service has been removed and until reconnection charge of \$50.00, plus arrearages, if any, has been paid. Except for the fraudulent use or the violation of rule 6 of these terms and conditions, any customer who is delinquent for more than ninety (90) days in payment of bills, there will be given a ten (10)

days' notice that his service will be discontinued at the end of this period unless settlement is made.

At least twenty-four (24) hours' notice shall be given to the Department when water is to be turned on or off at the customer's request. Where no delinquency in payment is involved the charge for turning water off or on shall be \$50.00.

If any customer shall desire to discontinue the service other than temporarily, he or they shall notify the Department, which shall shut off the service at the Department's service valves; the customer shall not shut off the service at the customer's valve.

19. No Liability for Interrupted or Unsatisfactory Service. If, by reason of shortage of supply or for the purpose of making repairs, extensions or connections or for any other reason beyond the control of the Town it becomes necessary to shut off water in the mains the Town will not be responsible for any damage occasioned by such shut-off and no refunds of fixture rate will be allowed unless the interruption is in effect for a continuous period in excess of ten (10) days, in which case a proportional refund of fixture rates will be made. Notice of shut-off will be given when practicable, but nothing in this rule shall be construed as requiring the giving of such notice.

The Town will not be responsible for damage caused by dirty water which may be occasioned by cleaning of pipes, reservoirs or standpipes, or the opening or closing of any gates to hydrants.

20. Meters.

- (a) The Town may install meters whenever deemed expedient.
- (b) The size of the meter will, in all cases, be determined by DPW and the Board of Selectmen. Premises once served by meter rates will not be restored to a flat rate.
- (c) Meter Setting. All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building and the customer shall provide and maintain a clean, dry, warm and accessible place therefore. The cost of the meter and installation shall be borne by the Town. Meters once set may be changed in location at the request of the customer, only at his expense, and the work may be done only by an agent of the Town.
- (d) Repairs. Meter repairs or replacements necessitated by ordinary wear will be paid for by the Town. Those caused by freezing, hot water, or any other fault of the customer, shall be charged to the customer.

- (e) Any customer may have installed a meter at his own expense on his own premises with the consent of the Water Department.
- (f) Backflow Prevention. Statutory Authority: RSA 485. These regulations are designed to regulate, control and prevent the contamination of public drinking water by the backflow of water or other liquids, gases, mixtures or substances into the distribution system of public water supply from a source or sources other than its intended source.

A Back flow connection device shall be installed on all connections in accordance with the Backflow Implementation Program outlined in Appendix I. These devices shall be of a designed approved by the NH Department of Environmental Services Water Supply and Engineering Bureau and the Town of Lisbon Water Department. A list of approved devices is available at the department's offices. All such devices shall be located at the meter and must be easily accessible for testing and repair. The Town will issue permits for devices to its high hazard customers every five years or when a change occurs. The permit will contain the following information: Permit #, owner, address, location, device type size, serial #. The department will test and maintain residential type back flow prevention devices 1" and smaller. The customer is required to test and maintain, in accordance with the back flow prevention device test schedule (See appendix I) at the customer's expense all other types and sizes. Failure to comply with the Back Flow Prevention program and Cross Connection programs can result in discontinuance of service and/or revocation of the owner's permit. A certified inspector approved by NHDES must perform inspection and testing of all backflow prevention devices.

- 21. Minimum Charges. The minimum charges for either meter or flat rate will be based on the number of "Customer units." The words "Customer units" are defined to include each mercantile, commercial and industrial store or unit when such units are equipped with independent water facilities and each apartment, each separate family unit, each overnight camp or cabin, each trailer or trailer stall when such units are equipped with independent kitchen facilities.
- 22. Public Hydrants. Hydrants may not be used for any purpose other than for extinguishing fires or for such other purposes as may be authorized by the Town, but in no case shall hydrants be opened by any person other than an agent of the town.
- 23. No Tampering with Town Property. All gates, valves, shut-offs, and standpipes which are the property of the Town are not to be opened or closed, or in any other way tampered with, by any person other than an authorized agent of the Town.

Water rents will become due three(3) times per year. All bills for water rents will be payable by the owner of any dwelling, tenement or other building where water is supplied by the Department.

TOWN OF LISBON
MAIN EXTENSIONS

Extension of service mains will be made upon petition of prospective customers, subject to the following Terms and Conditions:

- A. The Town will extend its mains only in the highways, streets and roads which are laid out, in which grades have been established and which are dedicated to the public use.
- B. The size and kind of pipe shall be determined by the Board of Selectmen in accordance with conditions surrounding the extension, including the possibility of future expansion and public fire protection.
- C. For each customer served at the regularly filed and published tariff rates the Town will extend its mains a distance of one hundred fifty (150) feet per customer.
- D. Extensions requiring a length of main in excess of one hundred fifty (150) feet per customer will be made, provided the applicant or applicant group collectively will sign an agreement to take water service and pay for same at the regularly filed and published tariff rates, and in addition thereto he or they shall contract to pay the charges set forth below:

I

- 1. For extensions averaging more than one hundred fifty (150) feet per customer, but not more than two hundred (200) feet per customer, and Investment Charge of twenty cents (\$0.20) per foot per year will apply to the excess above one hundred fifty (150) feet. The Investment Charge shall cease when the customer density equals or exceeds an average of one customer per one hundred fifty (150) feet of main extension.

As customers are added or subtracted from this line the investment charge will be adjusted to reflect this fluctuation. This charge is to provide additional revenue for proper maintenance on a low density line (low rental income line).

- 2. For extensions averaging in excess of two hundred (200) feet per customer, in addition to the charge set forth in 1. above, the customer or customer group shall contribute the entire pro-rata cost of all construction in excess of two hundred (200) feet per customer and, in addition, pay an annual Investment Charge of twelve and one-half cents (\$0.125) per foot on this portion of the extension that is over a density of two hundred (200) feet per customer. As customers are added, an equitable adjustment will be made

- (1) in the cash contribution by a pro-rata refund to the original contributors, their successors or assigns of the amount contributed by such additional customers; and
- (2) by a reallocation of the Investment Charge.

When the customer density equals or exceeds one customer per two hundred (200) feet of main extension, the Investment Charge on this excess portion of the extension shall cease and the contribution will be refunded to the original contributors, their successors or assigns.

or II

For extensions averaging in excess of one hundred fifty (150) feet per customer, the customer or customer group shall contribute the entire cost of all construction in excess of the average. Then as new customers are added to this line the Town will agree to contribute by a pro-rata refund to the original contributors, their successors or assigns the original average cost less a pre-determined depreciation of this line in units of one hundred fifty (150) feet per customer added until the original cost of the line has been satisfied. The extension must be laid to specifications supplied by the Town, but the Town will not assume responsibility for maintaining this line only as it purchases the line in units of one hundred fifty (150) feet per customer starting from the original water department main and working towards the far end of the new extension.

- E. No such contracts shall be made unless the applicant or applicant group can satisfy the department of his or their financial responsibility and as to reasonable permanence of the extension requirements; and all such contracts for extensions outside the town limits shall be filed with and subject to review by and approval of the New Hampshire Public Utilities Commission.
- F. In case additional customers are connected to any extension main under Section D-I above, or a re-extension of an already existing guaranteed extension is requested, a recalculation will be made on the basis of the customer density thereby established. If the customer density is increased thereby, proportionate and equitable adjustments will be made to the original guarantors. If the customer density is decreased thereby, then such an extension will be considered as a new and separate extension and will be subject to the provisions of Section D above.
- G. In case of a transfer of ownership of property served under a main extension guarantee as above, the department shall not provide water service to the new owner until such owner shall have assumed the obligation of the guarantee. Until such new owner shall have assumed the obligation under this contract, the original guarantor shall be held liable for payment of the contract obligations.

Appendix I

Backflow Prevention Program Implementation and Testing Schedule

The Lisbon Water Department will implement a back flow prevention device program in accordance as follows:

Notify Water Users of the back flow prevention program	October 2004
Develop a list of potential high, medium and low hazard water customers.	December 2004
Complete connection survey of all potential high hazard customers.	February 2005
Implement necessary installations for all potential high hazard customers.	April 2005
Complete all necessary device installations for potential high hazard customers.	December 2005
Implement all necessary installations of all potential low hazard commercial.	January 2006
Complete all necessary installations of all potential low hazard commercial.	July 2006
Implement necessary installations of 1/3 of the low hazard residential customers.	September 2006
Complete 1/3 of necessary installations of low hazard residential customers.	July 2007
Implement necessary installations of next 1/3 of the low hazard residential customers.	September 2007
Complete next 1/3 of necessary installations of low hazard residential customers.	July 2008
Implement necessary installations of all remaining low hazard residential customers.	September 2009

Device Installation and Inspection Criteria

Pursuant to NH RSA 485 and Administrative Rule Env-Ws 364 all backflow prevention devices are subject to periodic testing as follows:

High Hazard devices are required to be tested no less than twice per year by a Certified Backflow Tester. All testers must be certified as determined by NHDES WSEB. All testing costs and scheduling is the sole responsibility of the customer.

All high hazard devices shall be permitted as required by Env-Ws 364 and an inspection report maintained and furnished to NHDES WSEB annually as required.

All low hazard devices shall be inspected at least one a year.

All low hazard residential devices shall be inspected at least once every three years.

Customer devices which have failed must be repaired or replaced no later than 60 days from receiving test results, failure to correct the failure or devices can result in discontinuance of water service and result in (service restoration fees).

Amended 09/08/2022