

**Anson-Madison Water District  
Terms and Conditions**

**Filed**

**Fourth Revision**

**Office Hours Available: 8:00 a.m. – 3:00 p.m., Monday – Friday**

**Telephone: 207-424-3288**

**Proposed Effective Date: October 1, 2022**

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**Docket #: 2022-00233**

**/s/ Randall Turner, Chairman**

Terms and Conditions

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**Terms and Conditions**

The following **Terms and Conditions** made by the Anson-Madison Water District 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**

**Utility** refers to the Anson-Madison Water District.

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

**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. – 3:00 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.

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**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.** Pursuant to **2011 Private and Special Law, Chapter 6**, the Utility is permitted to serve within the boundaries of the Towns of Madison, Anson and Embden and the inhabitants therein.

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 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 must authorize the Utility to enter the premises to do the necessary work.

3. **SEASONAL CUSTOMER.** A seasonal Customer is one who takes service from a summer Main between May 1 and October 1, and is subject to the rules and charges of the seasonal rates in effect. Seasonal charges will be billed in advance upon turning on the service for the season. No seasonal meter will be installed until past due balances are paid in full or a payment arrangement has been established in accordance with **Commission Rules, Chapter 660**.

4. **BILLING PROCEDURES.** Minimum meter charged for annual metered service shall be billed quarterly in advance, and water used in excess of the minimum will be billed quarterly in arrears at the end of the billing quarter. With proper notice to Customers, the Utility reserves the right to render bills monthly in advance for annual metered service.

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4. **BILLING PROCEDURES (continued).** Customers billed on fixture rates will be charged for all fixtures, whether used or not. If hot and cold faucets supply the same fixture, only one faucet will be charged. Water will not be furnished for less than the first faucet rate. Customers billed on fixture rates may not install additional fixtures or after previously installed fixtures without first giving written notice to the Utility.

Public and private fire protection charges will be billed in advance on a quarterly basis. With notice to Customers, the Utility reserves the right to render bills annually or monthly for public and/or private fire protection.

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.

5. **CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and non-residential 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**.

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 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 the 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.

7. **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.

8. **COLLECTION TRIP FEE.** If Utility personnel visit the Customer’s premises to disconnect service for non-payment, and in lieu of actual disconnection if the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge the Customer a Collection Fee of **\$40.00**, as permitted in **Commission Rules, Chapter 660**.

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9. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$20.00** 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 **\$80.00** during Normal Business Hours. During Other Hours, the charge will be **\$160.00**. Establishment of service charges are due and payable prior to service connection. Upon request of a final read with less than 48 hours notice, a charge of **\$20.00** will be assessed to cover administrative costs.

10. **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 **\$80.00** per person, per hour, one (1) hour minimum for a resumption of service made during Normal Business Hours. During Other Hours, the charge will be **\$160.00** per person, per hour, one (1) hour minimum.

11. **RETURN TRIP CHARGE.** The Utility may charge a Customer **\$80.00** when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one (1) hour in advance to avoid the charge.

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 **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:

- a. Apply any existing deposits to the current account balance, and
- b. Assess, against the property owner, a collection fee of **\$160.00** in addition to any applicable restoration/reconnection fee set forth in § 10 of these **Terms and Conditions**.

At its discretion, the Utility may separately meter or cause to be separately metered, at the property owner’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 will charge the Customer at the following rated per trip:

- **\$80.00** per person, per hour, one (1) hour minimum, during Normal Business Hours. During Other Hours, the charge will be **\$160.00** per person, per hour, one (1) hour minimum charge.
- The cost of equipment rental, as applicable.

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If the disconnection request is related to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours uncured for removal services in this section will be combined with the totals in Section 30.3 and calculated together.

**14. ACCESS TO PREMISES.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers shall provide reasonable access for Utility employees with proper identification to all premises served by the Utility, at all reasonable 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**.

**15. 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 was shut off while awaiting repair within a reasonable time; and
- The customer requested the abatement within twenty-five (25) days of receipt of the bill in question; and
- The Customer has had an account at this location for at least one (1) year prior to the request; and
- No previous abatements within the past five (5) years have been granted to this Customer at any location within the Utility’s permitted service territory.

If the above specified conditions are met, the Utility may provide an abatement. The maximum abatement allowed will be 50% of the difference, calculated at the rates in the abated bill, above the minimum between the abated bill and the Customer’s usage for the same billing period from the previous year.

The Utility will review each abatement request on an individual basis and grant or deny abatements based on available information.

**16. 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 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 in accordance with **Commission Rules, Chapter 660** and **Chapter 62**.

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17. **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 the **Title 14 MRS, § 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.

18. **CONSERVATION.** Pursuant to **Commission Rules, Chapter 62**, 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.

19. **MAINTENANCE OF PLUMBING.** Pursuant to **Commission Rules, Chapter 62** , 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 considered a danger to the water 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 given a reasonable amount of time to repair the leak. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to **Commission Rules, Chapter 660**.

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 **\$80.00** per person, per hour, with a minimum of one (1) 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 or water, and verifying that corrective measure have been taken and maintained. For service visits that occur during Other Hours, the fee will be **\$160.00** per person, per hour, one (1) hour minimum. In no case shall the total of such hourly fees exceed **\$100.00**.

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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 § 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. CROSS CONNECTION.** Pursuant to **Commission Rules, Chapter 62**, 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.

**23. 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. Upon completion, the Customer must send the Utility a copy of each signed, certified test. 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** .

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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. **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.**

26. **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.

27. **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.

28. **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.

29. **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.

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**30. 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.

**30.1. 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 shutoff for each building 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.

**30.1.a. 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

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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**.

**30.1.b. Apartments, Duplexes, Condominiums and Non-Residential Buildings.** The Utility requires all new multi-tenant buildings to be individually metered. The owner shall bear the cost of the meters and installation. The installation of the individual meters shall be installed in a common location, with keyed access from the exterior of the building and shall be installed in accordance with the Utility's requirements. If meters cannot be installed in a common location with access from the exterior of the building, then individual Service Lines with curb stop valves must be installed into the building.

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.

**30.1.c. 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** §30.1.a.

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**.

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**30.1.d. 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 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.

**30.1.e. 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.

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

**30.3. 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 Normal Business Hours, the charge will be **\$80.00** per person, per hour with a minimum charge of one (1) hour; during Other Hours, there will be a charge of **\$160.00** 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 § 13 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 the totals for this section.

**30.4. 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.

**30.5. 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 the meter and materials and appurtenances for the meter's installation. Ownership and maintenance of the Service Line and meter after installation will be governed by **Commission Rules, Chapter 62**.

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/s/ Randall Turner, Chairman

## Terms and Conditions

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

The Customer will be responsible for obtaining the Utility's written approval for the installation prior to initiation of the work, and for contracting with a Utility-approved professional for the installation from the shut-off into the building, including the meter, the meter horn, and the backflow preventer. All contractor charges will be paid by the Customer directly to the contractor.

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

The Utility will be responsible for installing the meter, meter horn, and backflow preventer, installing the Service Line from the Main to the shut-off; tapping the Main; and piping across the road, if necessary. This work will be available during Normal Business Hours. At its discretion, the Utility may subcontract out any part of the installation. Costs to the Customer for the Utility/subcontractor provided services and materials will be calculated as follows:

- Field labor at during Normal Business Hours at **\$80.00** per person, per hour, one (1) hour minimum, for installing the Service Line from the Main to the shut-off, for tapping the Main, and for the inspection and approval of contracted work.
- Equipment rental, materials, and parts for the installation, including the meter.
- Total charges billed to the Utility, for subcontractors deemed necessary by the Utility. This includes any and all costs for piping across the road as required, whether boring or opening the road, closing the road in compliance with State and local requirements, acquiring permits, flagging, and additional services, as required.

Prior to the onset of the work, a written estimate will be prepared for the Customer, detailing the Utility-provided work and materials, and a deposit equal to 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 Customer must pay the additional amount as a condition of service, as per the agreement with the Utility.

**30.6. 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:

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**/s/ Randall Turner, Chairman**

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- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
- The length of the Service Pipe is greater than 300 feet; 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 Customer's 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.

All meter pits shall be sized by the Utility for safe, convenient access and be sealed to remain dry. The ownership, installation and maintenance of all meter pits and vaults shall be, and remain, the responsibility of the Customer. The meter pit or vault shall be located on the Customer's property as close to the property line as possible. The meter pit or vault must always be installed in such a manner as to keep the pit or vault clean and dry at all times and to allow Utility representatives to have access to the pit during Normal Business Hours.

All piping and valves within the meter pit or vault must be installed in accordance with the Utility's specifications. As specified in these **Terms and Conditions**, the Utility reserves the right to inspect the materials and installation at a flat rate of **\$80.00**. All inspection visits must be paid by the Customer, prior to the initiation of service. The Utility must be notified before meter pits or vaults are buried and/or enclosed.

The Utility will perform meter pit constructions during Normal Business Hours at the rate of **\$80.00** per person, per hour, one (1) hour minimum, plus the cost of parts and materials for the installation. Prior to the initiation of work, the Utility will give a written estimate to the applicant for the installation, and a deposit equal to 100% of the estimate will be collected. A final reconciliation of the jobs 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 a condition of service.

**30.7. 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.

**30.8. 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.

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**30.9. Extension of Mains.** All water Main extensions shall be installed at the applicant’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 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.

Prior to the initiation of work, 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 with the Utility.

In order to manage and inspect the process, a Utility representative will be present during the installation, at no cost to the applicant. If at any time, the Utility 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.

**31. 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.

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/s/ Randall Turner, Chairman



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**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, 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.

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