



# Madawaska Water District

## Terms and Conditions

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Gerald Dufour, Chairman  
Board of Trustees

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The following **Terms and Conditions** made by the Madawaska 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**

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

**Utility** refers to the Madawaska Water District.

**Customer** means any person or business that has applied for or been accepted to receive or is either receiving Utility service 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.

**Main** means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but it not a 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 subdivisions.

**Normal Business Hours** are defined as hours 8:00 am – 4:00 pm, 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.

**Private Line** means: (1) A water line constructed prior to May 7, 1986 across private property to serve one (1) or more Customers and not considered by the Utility to be a Main; (2) except as provided under **Commission Rules, Chapter 65 §2 (c)**, a water line constructed after May 7, 1986 across private property to serve a single Customer, a single Multi-Unit dwelling complex 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.

**Service Pipe** and **Service Line** mean the pipe running from the **Main** to the premises of the Customer.

**Short-Term Seasonal Rental Property** means seasonal rental property for which the rental period is less than one (1) month.

**Temporary Establishment** means an Establishment that the Utility believes to be of a temporary nature after considering the location, setting, 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**. As permitted in the Madawaska Water District Charter, **1953 Maine Private and Special Laws, Legislative Document No. 482, H. P. 438, Chapter 17, Section 1**, the Utility is permitted to serve the territory and inhabitants within the boundaries of the Town of Madawaska, for purposes of supplying the inhabitants with pure water for domestic, sanitary, manufacturing, and municipal purposes.
2. **APPLICATION FOR SERVICE**. Pursuant to **Commission Rules, Chapter 620**, the owner, or owner's agent, or the occupant of the establishment to be served must 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 be made only 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 M.R.S. § 706(2), Commission Rules, Chapter 660, Sec. 10(I)(2)** and these **Terms and Conditions §11**.

If a new service connection or other work on the establishment is required, the property owner must authorize the Utility to enter the premises to do the necessary work, and the owner or owner's representative must remain on site for the duration of the visit.

3. **BILLING PROCEDURES**. Annual minimum meter charges, and water used in excess of the minimum for annual metered service shall be billed quarterly in arrears at the end of the billing quarter. With proper notice to Customers, the Utility reserves the right to render bills monthly and/or in advance if it so desires.

Public and private fire protection charges will be billed in advance each year on a quarterly basis.

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.

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. All water sold by the Utility shall be based on meter measurements or as otherwise provided for in the rate schedule.

4. **ESTIMATED BILLS.** The Utility may issue a bill for estimated usage when a physical remote meter reading is not practical, in accordance with **Commission Rules, Chapter 660.**
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 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 their bill does not relieve them of the obligation for payment nor from 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. Pursuant to **Commission Rules, Chapter 660,** if the due date for payment falls on a Saturday, Sunday, legal holiday, or any other day when the Utility's offices are not open for business, the Utility shall extend the due date to the next business day.

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.** A bill is overdue when it has not been paid by the due date. A bill is considered mailed on the date it is postmarked. If there is no postmark, the Utility shall date the bill and mail on or before the date on the bill. Late payment charges may be assessed for overdue bills that are not paid by the due date. The late payment charge for overdue bills will be no more than the maximum allowed under **Commission Rules, Chapter 870,** to be determined annually.

7. **CHARGE FOR RETURNED CHECKS.** In accordance with **Commission Rules, Chapter 870,** any Customer whose check is returned for non-payment by a financial institution may be charged the greater of **\$5.00** per account to which the check is applied or the amount the financial institution charges the Utility, not to exceed **\$15.00** for each check returned for non-payment by a financial institution. If the Utility charges more than **\$5.00,** the **Utility** shall furnish the Customer with proof of the financial institution's charge upon request.
8. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$17.50** 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 **\$50.00** during Normal Business Hours. During Other Hours, the Utility will charge **\$125.00** to establish water service. Establishment of service charges are due and payable prior to service connection.

- 9. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge the Customer a reconnection fee for restoration of service at the Customer's premises, if service was disconnected for any reason allowable under **Commission Rules, Chapter 660**, or under these **Terms and Conditions**, including but not limited to at the Customer's request. The charge will be **\$50.00** per person, per hour, one (1) hour minimum, during Normal Business Hours. During Other Hours the charge will be **\$125.00** per person, per hour, one (1) hour minimum.
- 10. 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 **\$25.00** as permitted in **Commission Rules, Chapter 660**.
- 11. RIGHT TO LIEN PROPERTY.** Under the provisions of **Title 35-A M.R.S. §6414** and **Title 38 M.R.S. §1208**, the Utility shall have the right to place liens on real estate served by the Utility to secure payment of rates established by the Utility under the Rules and Regulations of the **Maine Public Utilities Commission**.
- 12. RETURN TRIP FEE.** The Utility may charge a Customer **\$50.00** 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.
- 13. ABATEMENT POLICY.** The Utility may provide an abatement to a Customer for an out of the ordinary event under the below-listed conditions. It is solely the decision of the Utility whether the following conditions have been met:
- a) A leak or break occurred at the Customer's premises not resulting from Customer negligence; and
  - b) The leak or break was repaired, or the water was shut off while awaiting repair within a reasonable time; and
  - c) Customer requested the abatement or advised the Utility of the intent to file an insurance claim and request an abatement within twenty-five (25) days of receipt of the bill in question; and
  - d) The Customer has had an account at this location for at least one (1) year prior to the request; and
  - e) No abatements within the past five (5) years have been granted to this Customer at any location within the Utility.

If all of the above-specified conditions are met, the Utility may provide an abatement. If granted, the Utility will compare the water usage in question above the minimum to the Customer's average water usage above the minimum for the four most recent billing periods prior to the one in question. The abatement will not exceed 50% of the cost of the difference, calculated at the rates in the abated bill up to \$500.00, whichever is lower. The Utility will review each abatement request on an individual basis and grant or deny abatements based on available information.

**14. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements set forth in **Commission Rules, Chapter 660** and 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 deposit to the current account balance, and
- b. Assess, against the property owner, a collection fee of **\$200.00** in addition to any applicable reconnection fee set forth in section 9 of these **Terms and Conditions**.

In addition, 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.

**15. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTION OR RECONNECTION REQUESTED BY THE CUSTOMER.**

The Customer is responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection, including, but not limited to emergency requests resulting from a frozen meter. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates.

- Normal Business Hours, **\$50.00** per person, per hour, one (1) hour minimum, plus the cost of equipment rental, if applicable.
- Other Hours, **\$125.00** per person, per hour, one (1) hour minimum, plus the cost of equipment rental, if applicable.

**16. ACCESS TO PREMISES.** Pursuant to **Commission Rules, Chapter 620**, as a condition of service, Customers shall provide reasonable access for Utility representatives 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 ascertain the amount of water used and manner of use; and to enforce these **Terms and Conditions**.

**17. 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 prior 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 **\$50.00** per person, per hour, one (1) hour minimum, 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 Hours, the fee will be **\$99.00** per person, per hour, one (1) hour minimum. In no case shall the total of such hourly fees exceed **\$100.00**. In addition, pursuant to **Title 35-A M.R.S. §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.

18. **NO TAMPERING WITH UTILITY PROPERTY**. No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shut-off, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by persons other than authorized by the Utility. Tampering will subject a Customer or other responsible person to the same charges and actions outlined in these **Terms and Conditions §17, *Unauthorized Use of Water***. In addition, in case of such tampering, the responsible party may be subject to a civil action, pursuant to **Title 35-A M.R.S. §2707**, as amended or replaced.
19. **MAINTENANCE OF PLUMBING**. Pursuant to **Commission Rules, Chapter 620**, a Customer must maintain, at their own expense, the plumbing and fixtures within their own premises in good repair and protect them from freezing and/or heat damage. If damage occurs, 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. **LIABILITY**. The **Utility** will only be liable for damages arising from claims to the extent liability is expressly provided in the **Maine Tort Claims Act**, as set forth in **Title 14 M.R.S., Chapter 741**. The Utility will not be responsible for damage 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. SERVICE INTERRUPTION.** As specified in **Commission Rules, Chapter 660**, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than five (5) hours or to affect more than ten (10) customers or a single commercial customer on a dedicated line, notice will be given at least twenty-four (24) hours in advance of the interruption of service. The Utility will notify the Customer when practicable of the cause and duration of any unplanned shut off in accordance with **Commission Rules, Chapter 660**, and **Chapter 620**.
- 22. CROSS CONNECTIONS.** Pursuant to **Commission Rules, Chapter 620**, no cross connection between the public water supply system and any other supply will be allowed unless properly protected by measures which comply with rules of the **Maine Center for Disease Control**. 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 or the **Maine State Internal Plumbing Code** (02-395 CMR Ch. 4), 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.
- 23. STOP VALVE.** Pursuant to **Commission Rules, Chapter 620**, every service must be provided with operable stop valves located inside the building near the entrance of the service line, easily accessible, and protected from freezing. One valve must be located immediately upstream of the meter and one valve must be located immediately downstream of the meter. All plumbing must be installed to comply with applicable plumbing codes, to prevent back siphonage and to permit draining whenever necessary.
- 24. BACK-FLOW PREVENTION DEVICE TESTING.** Customers with testable back-flow devices are responsible for completing device testing according to the Utility schedule, available in the Utility office. The Customer shall select a licensed professional to comply with this requirement and will pay the charges for the testing and for any necessary repairs directly to their contractor. Upon completion, the Customer must send the Utility a copy of each signed, certified test. A Customer who does not complete the required testing and/or whose backflow preventer is not fully functional will be disconnected as a dangerous condition, pursuant to the Utility's Cross Connection Control Program and **Commission Rules, Chapter 660**.
- 25. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to **Commission Rules, Chapter 620**, as a condition of service, Customers may not install or use any device that will affect the Utility's pressure or water quality or interfere with water service to other Customers without prior Utility written permission. Failure to comply may result in disconnection of service pursuant to **Commission Rules, Chapter 660**.

- 26. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to **Commission Rules, Chapter 620**, 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 as required by the **Maine Center for Disease Control**.
- 27. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to **Commission Rules, Chapter 620**, water service pipes will not be placed in the same trench with facilities of other utilities. Where possible, a horizontal separation of ten (10) feet will be provided between water mains or service lines and facilities of other utilities. 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.
- 28. CONSERVATION.** All Customers shall minimize the waste of water. Pursuant to **Commission Rules, Chapter 620**, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit water usage for all Customers, including but not limited to, the use of hoses and lawn sprinklers, or limit water use per the **Maine Center for Disease Control & Prevention** or **Maine Department of Environmental Protection**. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system.
- 29. WATER SUPPLY EMERGENCY.** The Utility may declare a water supply emergency and implement mandatory water conservation and/or utilization restrictions when drought, low rainfall, hot weather and wasteful water usage practices combine to create a water supply emergency for the Utility. A water supply emergency exists when it has been determined that the Utility's water supply has become, or is at risk of becoming, so depleted that the ability to provide service to Customers is in jeopardy.

When it has been determined that a water supply emergency exists, the Utility shall make a formal declaration and shall provide notice to all affected Customers as soon as reasonably practical by mail, email, text message, posted notice on Utility webpage or other electronic platform (social media, etc.), by positing in public areas of the community or any combination of the above.

During a water supply emergency, the Utility shall restrict water usage per these **Terms and Conditions §28**.

A Customer who violates the Utility's water conservation and/or utilization restrictions shall first receive a written warning that each twenty-four (24) hour period for which the Customer was not in compliance with the Utility's restrictions constitute a separate violation. For each subsequent violation after the violation that resulted in the warning, the Utility may impose a penalty of **\$100.00** on the Customer's next bill. Each twenty-four (24) hour period for which the Customer is not in compliance constitutes a separate

violation. The Utility may disconnect Customers for repeated violations if it deems those Customers to be a threat to the safety of any person or to the integrity of the Utility in accordance with **Commission Rules, Chapter 660**.

Commission staff must be notified by email or telephone within twenty-four (24) hours of the implementation and removal of mandatory conservation and/or utilization restrictions, pursuant to **Commission Rules, Chapter 620**.

- 30. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS.** General Requirements. The **Customer** may receive water through a meter upon application to the Utility. In accordance with **Commissions Rules, Chapter 620** and **Chapter 650**, 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 shut-off for each building as a condition of service, except as provided in **Commission Rules, Chapter 620**, and **Chapter 650**. 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, meter and shut-off for each abode or business in locations acceptable to the Utility. 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, 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-off 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 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 served by a water line through the front building, in accordance with these **Terms and Conditions** by date approved and effective, may continue in this manner if both are on the same lot and under the same ownership regardless of any major repairs to the Service Line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided, a new direct Service Line with separate meter(s) shall be installed in accordance with these **Terms and Conditions**.

**30.1.b. APARTMENTS, DUPLEXES, CONDOMINIUMS AND NON-RESIDENTIAL BUILDINGS.** Except as provided in **Commission Rules, Chapter 660**, where there is more than one occupant of a multi-unit premises supplied with water, the Utility shall require the owner to arrange the plumbing to permit separate connections with separate shutoffs and separate meters in locations acceptable to the Utility. In the case of a condominium, each unit owner shall be required to have a separate meter and shutoff in locations acceptable to the Utility. The owner of the premises 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 a 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.**

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, all insulation, and heat tape where the meter is located prior to the arrival of Utility personnel. The Customer will be responsible for reinstalling 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.**

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

For mobile home parks operating with one service and individually metered mobile homes, a representative of the park is required to operate private valves at the Utility's request.

**30.1.e. MULTI-UNIT, TIME-SHARE DEVELOPMENT UNITS.** Multi-Unit time share development units shall be required to have a separate meter. 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.

**30.1.f. CAMPGROUNDS AND RV PARKS.** The Utility reserves the right to approve, at the owner(s) request, the master-metering of Multi-Unit or multi-site campgrounds and RV Parks that are principally used by transient guests. Campgrounds and RV Parks that subsequently convert individual sites or units to non-transient use shall be required to individually meter each site or unit.

**30.2. SUB-METERING.** 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 REPAIRS OR REPLACEMENT OF DAMAGED WATER METERS AND OTHER UTILITY EQUIPMENT.**

Pursuant to **Commission Rules, Chapter 620**, charges to **Customers** for costs incurred for the repair or replacement of meter(s) or other **Utility** equipment damaged due to improper care or negligence by **Customers** are as follows: During Normal Business Hours, the charge will be **\$50.00**, per person, per hour, one (1) hour minimum, plus the cost of the necessary replacement parts, including the meter. During Other Hours, the Customer will be charged at a rate of **\$125.00** per person, per hour, one (1) hour minimum charge, plus the cost of the necessary replacement parts, including the meter.

As specified in these **Terms and Conditions § 15, Charges for removal of snow, ice, or other obstacles during disconnections requested by the Customer**, 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 total charge for this section.

**30.4. METER TESTING.** The Utility will test its water meters in accordance with **Commission Rules, Chapter 620**. 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 of **\$75.00** to cover the expense 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 620**. If the meter conforms to standards, the Utility shall keep the Customer's deposit and continue to use the meter at the Customer's premises.

**30.5. METER PITS AND VAULTS.** 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 620**.

**30.6. PLAN REVIEWS.** In accordance with **Commission Rules, Chapter 65**, if it is necessary for the Utility to provide detailed engineering design/review for subdivisions and/or non-residential entities, the Customer shall pay the estimated cost of the design/review prior to the commencement of the design/review.

**30.7. NEW SERVICE LINES AND METERS.** Each new service line will be installed, owned, and maintained in compliance with **Commission Rules, Chapters 620 and 65**. The Customer must complete a written application for a new service, and the Utility reserves the right to pre-approve the design.

The Utility will be responsible for the following, at no cost to the Customer. At its discretion, the Utility may subcontract out any part of this work:

- The costs of materials and supplies from the Main to the shut-off, including the pipe.
- Labor for laying the pipe from the main to the shut-off, excluding excavation.
- Labor for tapping the Main and installing the meter and appurtenances.

The Customer will be responsible for the costs of the service line between the building and the shut-off. The Customer will also be responsible for the costs of the excavation between the building and the main, and for all costs, excluding materials, affiliated with piping across the road, including but not limited to permits, opening or boring across the road, equipment rental, and contractor labor. As permitted in **Title 35-A MRS §6106** and **Commission Rules, Chapter 620**, the Customer shall own and maintain the service pipe from the curb stop to the Customer's premises. The Utility shall require individual service pipes for individual properties, lots or land parcels, regardless of ownership.

The Customer will contract above described portions of the installation with a Utility-approved professional. All charges will be paid by the Customer directly to the contractor. The service pipe location will be set, or reviewed, by the Utility prior to excavation and must be installed to applicable plumbing codes and to the Utility's standards and material specifications. The Utility shall own and maintain the service line portion of all service pipes that extend from the main to the shut off. The shut off shall be located at the limit of the public way or the Utility's right of way. The Utility will be responsible for all service lines within the limits of the highway or right of way. If a public way must be crossed, such crossing shall be installed in accordance with the Utility's standards and material specifications and be installed by the Utility.

The contractor work must be completed in compliance with applicable plumbing codes and with the Utility's standards and specifications, which are available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation at no charge to the Customer and must be notified before they are buried or enclosed. A follow-up inspection may be required if the Customer or contractor was not fully prepared for the initial inspection or if the Utility finds a lack of adherence to the specifications.

In the latter situation, the contractor may be required to redo the work at no cost to the Utility.

The Utility will be responsible for the installation of the meter and other related appurtenances during Normal Business Hours. At its discretion, the Utility may sub-contract any part of this work. The costs to the Customer for all Utility installed and sub-contracted portions of this work are as follows:

The Utility will charge **\$50.00** per person, per hour, one (1) hour minimum, for all work performed by the Utility and for the inspection and approval of contracted work, including the cost of necessary labor, materials, and equipment rental, if applicable, including the cost of the meter.

A written estimate will be provided to the Customer for the Utility's portion of the work and a deposit equal to the estimate will be collected and applied prior to the Utility performing the work. Upon completion, a final reconciliation of the job costs will be provided, and if applicable, the Utility will return any excess deposit at that time. If the cost exceeds the deposit, the Customer must pay the additional amount as per the written agreement between the Customer and the Utility.

**30.8. EXTENSIONS OF MAINS.** All water main extension shall be installed, owned, and maintained in accordance with **Commission Rules, Chapter 65**. The applicant must complete a written application for the work, and the Utility reserves the right to pre-approve the design. A written estimate of applicant costs must be completed by the Utility, and if the applicant wishes to proceed, a written contract must be executed. Utility and applicant investments will be calculated and paid as specified in **Commission Rules, Chapter 65**.

The applicant will contract the installation with a Utility approved contractor. The work must be completed to applicable plumbing codes and to Utility work standards and material specifications, which will be provided to the applicant and contractor. In order to manage and inspect the process, a Utility representative will be present intermittently during the installation. There will be no charge to the applicant for this service. If at any time, the Utility discovers contractor 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. WINTER CONSTRUCTION.** No new service or extension of Mains will be installed for the convenience of the 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.

**32. TEMPORARY SERVICE.** In accordance with **Commission Rules, Chapter 620**, when impractical for the Utility to provide water service directly to a Customer, water service may temporarily be served from an adjacent property receiving service. Both the Utility and owner of



the adjacent property receiving service must authorize the use of temporary service. The Customer requesting water service will be responsible for all expenses associated with providing temporary service to the premises.

The Utility shall have no obligation to make an investment to serve a temporary Establishment. If however, service is installed at the Customer's expense and water service is taken for the following five (5) consecutive years after the initial provision of service, or if the factors causing the Utility to believe that the Establishment was temporary are removed, the Establishment shall be considered permanent and the Utility shall refund to the Customer any expenses borne by the Customer which would otherwise have been borne by the Utility with interest compounded annually.

- 33. UTILITY JOBBING.** In accordance with **Commission Rules, Chapter 620**, jobbing is the provision of unregulated Utility services, such as construction services. If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Utility may require an advance payment equal to the Utility's estimated cost of the work. At the completion of work, any excess over the actual bill for service will be returned, and any amount due more than the advance payment will be payable. Jobbing rates are established annually by the Utility and are available upon request.
- 34. 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. 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. 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. 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.
- 35. 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 **Commission Rules, Chapter 640**, and will be considered a Main for purposes of these **Terms and Conditions**. Private fire protection service lines shall be considered service pipe for the purposes of these **Terms and Conditions** and shall not be used for domestic water use.

Any Customers choosing to test/flush Service Pipe(s) or apparatus must give the Utility at least two (2) business days' notice so a representative of the Utility can be present to observe the test. The Customer must first receive the written permission of the Utility. The Customer must also compensate the Utility for both the actual costs of any public notice of the test/flush, determined by the Utility to be reasonable and necessary, and also the cost of any flushing of the system determined by the Utility to be reasonable or necessary to correct any discoloration of water caused by the Customer's test/flushing.