

Town of Wilton Water Department
Terms and Conditions

REVISION 2

Docket: 2019-00231 Effective: August 01, 2020

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TERMS AND CONDITIONS

The following Terms and Conditions adopted by the Town of Wilton Water Department and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates. (T)

DEFINITIONS

Commission. *“Commission”* refers to the Maine Public Utilities Commission. (T)

Customer. *“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. (T)

Establishment. *“Establishment”* means a location at which water service is sought or is being rendered. (N)

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

Limited Service Contract. *“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. (N)

Main. *“Main”* means a water pipe, other than a **Service Pipe**, which is owned, operated, and maintained by the **Utility**, and used for the transmission or distribution of water. (T)

Multi-Unit Establishment. *“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 (N)

Normal Business Hours. *“Normal Business Hours”* are defined as hours 8:00 am – 3:30 pm, Monday – Friday (excluding holidays) that the **Utility** is open to the public to transact business. (N)

Other Hours. *“Other Hours”* means any hours that are not defined as **Normal Business Hours**. (N)

Private Line. *“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** 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. (N)

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Seasonal Customer. *“Seasonal Customer”* means a **Customer** that regularly takes service for only a portion of the year. A **Seasonal Customer** will be subject to the rules and rates in effect.

(N)

Seasonal water service and disconnection of seasonal water service will be by appointment only. Establishment of service normally begins after April 1 and disconnection of service will be no later than December 31, each year.

Service Pipe. *“Service Pipe”* and *“Service Line”* mean the pipe running from the water **Main** to the **Customer’s Establishment**.

(T)

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

(N)

Temporary Establishment. *“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.

(N)

Utility. *“Utility”* refers to the Town of Wilton Water Department.

(T)

1. UTILITY SERVICE AREA. Pursuant to **1895 Maine Private and Special Law Chapter 293**, as the Wilton Water Company; amended **1905 Maine Private and Special Law Chapter 394**, to serve the territory and inhabitants within the boundaries of the Town of Wilton, the village of North Jay, and Bean’s Corner in the Town of Jay; consolidated in the Maine Water Company in 1970. The Town of Wilton purchased the Maine Water Company in 1983 and continues to operate under the permitted service area as originally established.

(M; T)

2. APPLICATION FOR SERVICE. Pursuant to **Commission Rules, Chapter 62**, 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**.

(M; T)

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)**, and **Commission Rules, Chapter 660**. **Utility** waiver approved APR 05, 2012, Docket 11-476, **Commission Rules, Chapter 660 §6(A)**

Application for service, for Short-Term Seasonal Property shall be made only by the owner of the **Establishment** to be served.

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A **Seasonal Customer** that regularly vacates the premises for three months or less may choose in writing to be classified as an Annual **Customer**, subject to rates currently in effect, notwithstanding any request for temporary suspension of service.

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 owner's premises is required, the owner must authorize the **Utility** to enter the premises to do the necessary work.

3. BILLING PROCEDURES. Minimum charges for metered service shall be billed quarterly in arrears. Water used in excess of the minimum for metered service shall be billed quarterly in arrears. The **Utility** reserves the right to render bills monthly.

(M1; D3)

Seasonal minimum charges, if established and become effective, shall be billed quarterly in advance after meters are set for the season. Charges for water used in excess of the minimum shall be billed after the final reading at the end of the season. The **Utility** reserves the right to render bills for excess water usage quarterly or monthly. No seasonal meter will be installed until past due balances are paid in full, or a payment arrangement is established in accordance with **Commission Rules, Chapter 660**.

Public Fire Protection services are billed monthly in arrears. The **Utility** reserves the right to bill quarterly in arrears.

Private Fire Protection services are billed monthly in arrears. The **Utility** reserves the right to bill quarterly in arrears.

(T)

4. 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** in accordance with **Title 35-A, Chapter 61 § 6111-C** may disconnect water service for unpaid sewer charges.

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 by the Commission.

A bill is overdue when it has not been paid by the due date. The due date must be no less than twenty-five (25) days after the bill is mailed, hand-delivered or electronically mailed to the **Customer**. 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 charges will be no more than the maximum allowed pursuant **Commission Rules, Chapter 870**, to be determined annually.

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5. TERMS OF PAYMENT. 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.

(M2-4; T)

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 correct billing addresses. Failure to receive a bill does not relieve the **Customer** of the obligation of payment, nor from the consequence of non-payment.

6. CHARGE FOR RETURNED CHECKS. In accordance with **Commission Rules, Chapter 870**, any **Customer** whose check is returned for non-payment to the **Utility** by a financial institution will be charged the greater of *\$5.00* per account to which the check is to be applied or the amount that the financial institution charges the **Utility**, not to exceed *\$15.00* for each check returned for non-payment. If the **Customer** is charged more than *\$5.00*, the **Utility** will provide the **Customer** a copy of the financial institution's charges upon request.

(M2-6; T)

7. CHARGES FOR ESTABLISHMENT OF SERVICE. The **Utility** will charge *\$12.50* to establish water service if it is not necessary for the **Utility** to visit the premises. If necessary, for the **Utility** to visit the premises during **Normal Business Hours** the **Utility** will charge *\$50.00* per hour, one (1) hour minimum, to establish water service. During **Other Hours**, the **Utility** will charge *\$75.00* per hour, one (1) hour minimum, to establish water service. **Establishment** of service charges are due and payable prior to service connection. **Establishment** of service charges shall not be assessed to **Seasonal Customers**.

(M2-7; T)

8. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE. The **Utility** will charge the **Customer** a Restoration/Reconnection fee to restore service at the **Customer's** premises for any reason allowable under **Commission Rules, Chapter 660**, and these **Terms and Conditions**. The Restoration/Reconnection charge is *\$50.00* per hour, one (1) hour minimum, for a resumption of service made during **Normal Business Hours**. The charge for a resumption of service made during **Other Hours** is *\$75.00* per hour, one (1) hour minimum.

(M3-9; T; C)

9. COLLECTION TRIP CHARGE. Pursuant to **Commission Rules, Chapter 660**, if **Utility** representatives visit the **Customer's** premises to disconnect service for non-payment and in lieu of disconnection, the **Customer** pays or makes a payment arrangement for the entire past due balance, the **Utility** will charge the **Customer** a *\$25.00* Collection Trip charge.

(M3-10; T; C)

10. ABATEMENTS. 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:

(N)

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- 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 shut-off while awaiting repair within a reasonable time, and
- c. The **Customer** requested the 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-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 the above-specified conditions are met, the **Utility** may provide an abatement. The abatement will not exceed the lesser of *\$200.00* or half the difference between the bill in question and what the bill would have been based on the 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.

11. 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.

(M3; T; C)

Leased or Rented Single-Meter, Multi-Unit Residential Property. 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 *\$75.00*.

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.

12. 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**

(D3-12) (N)

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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, one (1) hour minimum, plus the cost of equipment rental, if applicable.

Other Hours, \$75.00 per person, one (1) hour minimum, plus the cost of equipment rental, if applicable.

13. SERVICE INTERRUPTION. Water service may be interrupted when necessary to repair or maintain the **Utility** delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety, or substantial property damage; or for reasons of local, state, or national emergency. **Commission Rules, Chapter 660** provides detail about reasonable notice to affected **Customers**.

(M5-14; T)

14. 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 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 \$75.00 per hour, one (1) hour minimum. In no case shall the total of such hourly fees exceed \$100.00.

(M5-15; T)

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.

15. 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

(M:T)

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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 § 14, *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.

16. MAINTENANCE OF PLUMBING. Pursuant to **Commission Rules, Chapter 62**, to prevent leaks and damages, 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 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**.

(M6-18; T)

17. ACCESS TO PREMISES. Pursuant to **Commission Rules, Chapter 62** , as a condition of service, representatives of the **Utility** by providing proper identification to either the **Customer** or owner shall have reasonable access at all reasonable hours to all premises served by the **Utility**, to inspect all 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**.

(M5-13; T; C)

18. 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. §741**. The **Utility** will not be responsible for damages caused by discolored water and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the **Utility** for any particular purpose.

(M:T)

19. CROSS CONNECTIONS. Pursuant to **Commission Rules, Chapter 62**, as a condition of service, 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 a 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**.

(M:T)

The **Utility's** Cross Connection Control program is on file at the **Utility** office and Maine State Department of Health and Human Services.

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20. 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** must select a certified professional to comply with this requirement and 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. If a **Customer** does not comply with the testing requirement or does not make 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**.

(M6; T)

21. STOP AND WASTE VALVE. Pursuant to **Commission Rules, Chapter 62**, as a condition of service, each service must be provided with a minimum of one operable stop valve located inside the building. Additionally, the **Utility** may require a second valve located after the meter. The stop valves must be near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

(M6; T)

22. 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.

(M7; T)

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**.

23. 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 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.

(M7; T)

24. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to **Commission Rules, Chapter 62**, the **Utility** shall not place water **Main** or **Service Pipe** 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.

(M7; T)

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.

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25. CONSERVATION. All **Customers** shall minimize the waste of water. Pursuant to **Commission Rules, Chapter 62**, 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 systems. Under these conditions, the **Utility** will decide what constitutes waste and improper usage to protect the health and safety of the water system.

(M:T)

26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS. General Requirements. The **Customer** may receive water through a meter upon application to the **Utility**. The size and type of meter, in all cases, will 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.

(M,N,T,C)

26. 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, meter and shut-off 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, a separate meter and shut-off for each abode or business in locations acceptable to the **Utility**. The cost of the meter, appurtenances, and installation shall be borne by the **Customer**, unless otherwise agreed upon, before service is rendered.

In accordance with **Commission Rules, Chapter 62** and **Chapter 65**, meter size is to be determined by the **Utility**.

All **Utility Customers** are required to have water meters which will be installed, maintained, and read by the **Utility**. The **Customer** shall bear the cost of the meter, appurtenances, and installation.

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 to the **Utility's** standards and specifications.

26.1.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

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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 to 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**.

26.1.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.

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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.

26.1.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 to these **Terms and Conditions § 26**.

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**.

26.1.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.

26.1.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.

26.1.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.

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26.2. Sub-metering. Additional or auxiliary meters, for the purpose of showing sub-division of water use, must be furnished, installed, read, and maintained at the **Customer's** expense.

26.3. Charges for Repairs 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 *\$50.00*, per person, per hour, one (1) hour minimum. During **Other Hours**, the charge will be *\$75.00* 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 these **Terms and Conditions § 12, 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.

(N)

(M9-26H; T; C)

26.4. Meter Testing. The **Utility** will test its water meters in accordance with **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 often, the **Utility** may require the **Customer** to pay a deposit of *\$100.00* 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 62**. If the meter conforms to standards, the **Utility** shall keep the **Customer's** deposit and continue to use the meter at the premises.

26.5. 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 62**.

Meter pits or vaults must be installed and operated in accordance with the **Utility's** current specifications. The ownership, installation, and maintenance of all meter pits and vaults shall be, and remain, the responsibility of the **Customer**.

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The meter pit or vault must 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 to keep the pit or vault clean and dry.

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 § 26.7, Service Lines and Meters**, the **Utility** reserves the right to inspect the materials and installation and must be notified before they are buried, and or enclosed.

26.6. 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.

26.7. Service Lines and Meters. The **Customer** must complete a written application for a new service, and the **Utility** reserves the right to pre-approve the design. All new **Service Lines** shall be installed at the **Customer's** expense, in accordance with the **Utility's** standards and material specifications, and as permitted in **Title 35-A M.R.S. § 6106**.

The **Customer** may choose to contract with the **Utility** to install the **Service Line** from the **Main** to the curb-stop, or contract with a **Utility** approved private contractor to complete the installation. The **Utility** shall own and maintain the **Service Line** portion of all **Service Pipes** that extend from the **Main** to the curb stop (shut off valve). The curb stop shall normally 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**. With prior approval, the **Utility** may allow the **Customer** to hire a **Utility** approved contractor for the entire installation, and all costs shall be borne by the **Customer**.

As permitted in **Title 35-A M.R.S. § 6106**, and **Commission Rules, Chapter 62**, the **Customer** shall install at the **Customer's** expense, and shall own and maintain the **Service Pipe(s)** from the curb stop to the **Customer's** premises. The costs incurred by the **Customer** shall include equipment rental, labor, materials, and necessary appurtenances for installation, including the meter. The **Utility** shall require individual **Service Pipe(s)** for individual properties, lots, or land parcels regardless of ownership of the properties, lots, or land parcels and that the **Service Pipe(s)** is installed in accordance with the **Utility's** standards and material specifications.

The **Customer** will be responsible for obtaining **Utility** approval for the work. In addition, the **Customer** will contract with a **Utility** approved professional for the

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excavation and installation from the curb stop into the building and for the piping across the roadway, if necessary. The **Customer** will pay all contractor charges.

The **Service Pipe(s)** 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, which are available at the **Utility** business office. The **Utility** reserves the right to inspect the materials and installation and must be notified before they are buried and enclosed. If a site visit has been scheduled, and the **Utility** must later return to the premises due to inadequate preparation by the **Customer** or contractor, or lack of adherence to the **Utility's** specifications, the **Customer** will be responsible for the cost of the additional visit(s).

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 the installation are as follows;

The **Utility** will charge *\$50.00* per hour, one (1) hour minimum, for all work performed by the **Utility** and for the inspection and approval of contracted work during **Normal Business Hours**. The charge for **Other Hours** will be *\$75.00* per hour, one (1) hour minimum.

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 to be applied to the cost of the installation, prior to the **Utility** performing the work. Upon completion, final reconciliation of the job costs will be provided, and if applicable, the **Utility** will return any excess deposit at that time. If the actual cost exceeds the deposit, as a condition of service, the **Customer** must pay the additional amount as per the written agreement between the **Utility** and the **Customer**.

26.8. 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**.

26.9. Extensions of Mains. All water **Main** extensions shall be installed in accordance with the **Utility's** standards and material specifications. Requests for water **Main** extensions shall be treated in accordance with **Commission Rules, Chapter 65**. Upon request of a potential **Customer** or **Customers** for a **Main** extension, the **Utility** shall

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prepare, without charge, a preliminary sketch, general specifications, such as size, type of pipe, and estimate of the cost of the proposed water **Main** extension, and separate estimates of the cost of **Service Pipe(s)** to serve the **Customers** requesting the **Main** extension.

Adopted in 1999, in accordance with M.R.S. 61 § 6106, the **Utility** makes no investments in new water Main extensions or Service Lines.

27. WINTER CONSTRUCTION. No new service or extension of **Mains** will be installed for the convenience of the **Customer** during winter conditions that increase the cost of the work for the **Utility** unless the **Customer** assumes all extra expense over ordinary construction costs.

(M9-26G)

28. TEMPORARY SERVICE. In accordance with **Commission Rules, Chapter 62**, 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.

(N)

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.

29. UTILITY JOBBING. In accordance with **Commission Rules, Chapter 62**, **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.

(M10-27; T)

Jobbing rates are established annually by the **Utility** and are available upon request.

30. PRIVATE FIRE PROTECTION. **Customers** requesting Private Fire Protection must contact the **Utility** to determine the availability of fire service at their location. Fire service, if available, will be installed at the **Customer's** expense. Any special fire **Service Line** within the public right-of-way will be owned and maintained by the **Utility** and will be considered a **Main** for purposes of these **Terms and Conditions**. Private Fire Protection **Service Lines** shall be considered

(M10-29; T)

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Service Pipe(s) for the purposes of these **Terms and Conditions** and shall not be used for domestic water use. Rates for distinct types or sizes of private fire protection are available in the **Utility's** Rate Schedule.

Any **Customers** choosing to test/flush **Service Pipe(s)** or apparatus must give the **Utility** at least two (2) business days' notice. 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.

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 the case of training exercises, notification shall be made to the **Utility**, prior to and immediately 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.

(M10-28; T)

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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