

# TERMS AND CONDITIONS

Approved by the State of Maine  
Public Utilities Commission



## **Kennebec Water District**

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The following Terms and Conditions, made by the Kennebec Water District (“Utility”) and filed with the Maine Public Utilities Commission (Commission), constitute a contract between the Customer and the Utility. All Customers must abide by these Terms and Conditions to receive and maintain water service.

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.

All Utility residential, commercial, industrial, and governmental credit and collection procedures in these Terms and Conditions will conform to and be based upon Chapters 620, 65, 660, and 870 of the Commission's Rules and Regulations hereinafter referred to by Chapter; and Title 17-A and 35-A of the Maine Revised Statutes (MRS).

## **Section 1: Definitions**

The following terms have the following meanings, unless the context clearly indicates a different meaning:

- A. Account Balance — the total amount owed by a Customer that has been properly billed by the Utility.
- B. After hours — are defined as:
  - Weekdays: after 3:00 PM and before 7:00 AM
  - Weekends: after 3:00 PM Friday and before 7:00 AM the following Monday
  - Holidays are observed according to the published State of Maine government holidays. Holidays are considered "after-hours."
- C. Amount Overdue — the total amount that has been properly billed to a Customer that has not been paid by the due date of the bill or by a date otherwise agreed upon by the Utility and the Customer.
- D. Applicant — any person or business that applies for Utility service.
- E. Basic Service — Utility service where the Commission regulates the rate or charge for the service and the rate or charge for the service is contained in the Utility's rate schedules.
- F. Bill — a statement, either in written or electronic form, from the Utility to a Customer that states the amount owed by the Customer for the current billing period, the amount overdue, the account balance, late fees and any other charges lawfully owed by the Customer. Bills shall be issued in accordance with Chapter 660 and these Terms and Conditions.
- G. Complaint — a dispute between an applicant or Customer and the Utility which the Consumer Assistance and Safety Division has decided to resolve pursuant to Chapter 660.
- H. Consumer Assistance and Safety Division (CASD) — a division of the Commission assigned with the responsibility of dealing with consumer issues under Chapter 660.
- I. Corporation — a body created and authorized by law to act and be treated as a single legal

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entity with an identity distinct from that of its individual members. This definition includes private companies, and municipal and quasi-municipal corporations.

- J. Customer — any person or entity that has been accepted to receive service, is receiving Utility service, or has agreed to be billed for Utility service. This term also includes a person or entity that was a Customer of the Utility within the past 30 days and who requests service at the same or a different location.
- K. Deposit — any payment, however designated, that is held as security for future payment or performance of Basic Service.
- L. Dispute — a grievance of a Customer or applicant about the Utility's application of any provision of this Rule. Disputes include, but are not limited to:
  - 1. deposit requirements,
  - 2. the accuracy of meter readings or bill amounts,
  - 3. the proper person to be charged,
  - 4. the terms of a payment arrangement,
  - 5. the terms to avoid a pending disconnection,
  - 6. the terms to obtain a reconnection; and
  - 7. the transfer of an account balance incurred in one Customer's name into another Customer's account.
- M. Due date of bills — Bills are past due no less than twenty-five (25) days after the Bill is mailed or otherwise delivered to the Customer. A Bill is considered "mailed" on the date it is postmarked or otherwise delivered to the Customer. 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.
- N. Fraud — a false representation, by words or conduct, or the concealment of facts which should have been disclosed, which is intended to deceive the Utility and upon which the Utility reasonably relies in taking actions with respect to a Customer.
- O. Establishment — a location at which water service is sought or is being rendered.
- P. Kennebec Water District (KWD or "Utility") — a quasi-municipal organization chartered by the State of Maine Legislature in 1899 to provide water to the communities of Waterville, Winslow, and Fairfield (Vassalboro and Benton were later added).
- Q. Limited-Service Contract — a documented agreement, approved by the Commission, under

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which the Utility agrees to provide, and the Customer agrees to accept a substandard level of service described in the contract. (e.g. normal water pressure below 20 pounds per square inch).

- R. Maine Public Utilities Commission (Commission) – A state agency responsible for the financial regulatory oversight of utilities in Maine.
- S. Make-up Bill (aka Manual or Adjusted Bill) — is a bill issued for previously unbilled Utility service.
- T. Non-basic Utility Service — Utility service that meets any of these conditions:
  - 1. The Commission does not regulate the rate or charge for the service; or
  - 2. The rate or charge for the service is not contained in the Utility's rate schedules; or
  - 3. The service is for merchandise or equipment that is not required as a condition of receiving Utility service.
- U. Occupant— any person who resides at an establishment that is provided Utility service.
- V. Payment Arrangement — an agreement between a Customer or applicant and the Utility that allows the account balance or deposit to be paid in one or more installments.
- W. Person — an individual, partnership, or voluntary association.
- X. Physician — any individual authorized by law to practice medicine or osteopathy in Maine.
- Y. Premises — any residential or non-residential building or property.
- Z. Private Line:
  - 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 water main;
  - 2. Except as provided under Chapter 65, 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 commercial or industrial development upon which no other person has an easement or other right of access for water line purposes.
- BB. Refund — a cash or cash equivalent reimbursement to a Customer. The application of a credit to a Customer's account is not a refund.
- CC. Residential Utility Service — Utility service provided to a dwelling. It includes service provided for a nonresidential purpose if a residential dwelling is receiving service through the same meter.
- DD. Seasonal Customer — a Customer which periodically discontinues Utility service. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect.

EE. Serious Medical Condition — a medical condition such that a lack of Utility service would pose a serious risk of harm to the individual with the condition.

FF. Service Line — a water line connected to the Utility Water Main and the Customer's establishment consisting of two portions; the Utility owned portion and the Customer owned portion.

JJ. Third Party — a person or entity not employed by or working on behalf of the Utility. For the purposes of this Chapter, neither Commission staff nor contractors working on behalf of the Utility are considered "third parties".

KK. Unauthorized Use — interference or diversion of Utility service including, but not limited to:

1. tampering with the meter (any act which affects the proper registration of service through a meter),
2. bypassing the meter without prior Utility permission (unmetered service that flows through a device connected between the service line and Customer-owned facilities),
3. restoring service without authorization from the Utility.

LL. Utility — refers to the Kennebec Water District (KWD)

MM. Water Utility — a corporation, person, or the lessee, trustee, of a corporation or person, owning, controlling, operating, or managing any water works for compensation within this State.

NN. Water Main — a water pipe, other than a service pipe or private line which is owned, operated, and maintained by the Utility, and used for the transmission or distribution of water.

OO. Water Line (or Water Pipe) — a tube of metal, plastic, or other material used to convey water.

## **Section 2: Establishment of Service**

### **1. Application for Service.**

The Owner or Occupant of an Establishment may apply for service (Chapter 620).

If a new service connection or other work on the owner's Premises is required, the Owner or Occupant must authorize the Utility to enter the Premises to inspect and perform work as necessary. The size and location of the Utility's portion of the service pipe for a new service and service upgrade shall be determined by the Utility. (Chapter 620)

Upon receiving an application for service, the Utility may require an inspection of the applicant's premises to determine compliance with all Terms and Conditions and its Cross Connection Control Policy. Plumbing or other modifications needed to comply with the Utility's Terms and Conditions and its Cross Connection Control Policy shall be completed within 30 days. The Utility may grant limited

time extensions in unusual circumstances.

## **2. Bulk Water Transport.**

Customers must establish an account for self-service use of the Utility's bulk water transport fill station. Fees associated with bulk water transport are available in the Utility's rate schedules. The Utility will charge a fee when Utility staff assist with bulk water station access after-hours.

*See Appendix A - 1. "Bulk Water Transport" for fee amount.*

## **3. Availability.**

Pursuant to Chapter 660 of the Commission's Rules and Regulations, the Utility should provide service to an applicant as soon as possible, but must provide service by the end of the next business day after the request for service is received by the Utility, or a deposit and/or unpaid account balance is paid, provided that facilities exist to provide service during that timeframe. These services are available during regular business hours, and someone must be on the premises if entry by Utility personnel is required.

## **4. Service Line.**

The portion of the Service Line from the Utility Water Main to the edge of the public right-of-way is owned by the Utility and is referred to herein as the Utility Service Line. (Chapter 65) If there is a customer owned obstruction preventing the utility from accessing a portion of the Utility owned service line within the public right-of-way, the customer will be responsible for removal of the obstruction to provide the Utility access. If the obstruction cannot be removed, the Utility can install a new shutoff valve between the water main and the obstruction. The portion of the service line from the new shutoff valve to the structure will be the property of the customer. The Utility shall own and maintain the Utility Service Line portion of the service line, up to and including the shutoff valve. The Utility will determine the size and location of its portion of the service line. (Chapter 620)

The portion of Service Line from the edge of the public right-of-way, unless a customer owned obstruction exists, to the Customer's Establishment is owned by the Customer and is referred to herein as the Customer's Service Line. (Chapter 620)

Each customer account and parcel will have a separate service line originating at a Utility owned water main and shutoff valve in accordance with the Utility's construction standards. The Customer shall pay for, install, own, and maintain the Customer's portion of the service pipe. If a public/private way or adjacent property/parcel must be crossed by the Customer's portion of the service pipe, the crossing must be legally and permanently accessible by the Customer and approved by the Utility. (Chapter 620)

The Customer must obtain documented approval from the Utility prior to installation of the water service from the public right of way to the Utility owned water main. The Customer will be responsible for all costs associated with the installation of a Customer requested water service. All Utility and Contractor charges shall be paid by the Customer. The Utility reserves the right to inspect materials and installation methods of the service line from the Utility owned water main to the structure being served and internal water service entrance plumbing. The Utility must be notified before the service line excavation is



backfilled.

The Utility is responsible for performing the tap into the Utility Water Main for taps 2" and smaller at the Customer's expense. For taps larger than 2", the Customer shall hire a Utility approved specialty contractor to complete the tap. If a Customer requires a tap larger than 2" in addition to a tap 2" or smaller, the Utility may allow the Customer's tapping contractor to complete both taps. The Customer is responsible for installation of the service line from the main to the premises to be served, including the shutoff valve unless located in an area where the Utility is required to obtain a Highway Opening Permits. At its discretion, the Utility may subcontract out any portion of the installation. Prior to any work taking place the Utility will provide the Customer with a written estimate/invoice for the tap and inspection fees.

*See Appendix A - 2. "Water Main Tapping" for fee amount.*

The Applicant must provide payment to the Utility for the full estimated/invoiced amount before the Utility executes any work. The Utility shall have two weeks upon payment to schedule the work.

At the Utility's discretion, service line installation may not be allowed; from December to April or whenever a Highway Opening Permit is not issued by the permitting authority.

The Utility may require the Customer seeking service to upgrade the Utility's water main prior to granting service should the proposed service exceed the capacity to serve or pose risk of failure to the existing water main, in accordance with Chapter 65. If the Utility determines an existing water service line does not have the capacity to supply the Customer's calculated peak demand, but the Utility allows the use of the existing water service line at the Customer's benefit and with the Customer's consent, and the Customer determines the existing service line does not meet the desired pressure or flow for the Customer's establishment, the Customer shall be responsible to upgrade the water service to a size sufficient to supply the calculated peak demands for the Customer's establishment at no cost to the Utility.

## **5. Frozen Service Line.**

Frozen service lines will be addressed in accordance with Chapter 620.

Upon suspected freezing of a service line, the Customer shall hire a contractor to investigate and thaw the service line. If determined by the Contractor, in the presence of Utility personnel, the portion of the water service which is/was frozen is only on the Utility owned portion of the service line, the Utility shall pay all contracted expenses, including KWD expenses as noted in Subsection 15. incurred upon submission of an invoice signed by the Contractor. If determined by the Contractor, in the presence of Utility personnel, the portion of the water service which is/was frozen is only on the Customer owned portion of the service line, the Customer will be responsible for all expenses incurred including the cost of KWD personnel. If the frozen service line transects the public right-of-way (as determined by Utility personnel), the Utility will pay the Customer's contracted expenses only if Utility personnel determine the service line initially froze on the Utility side.

## **6. Access to Premises.**

As a condition of service, the Utility reserves the right of reasonable and safe access to all premises which it serves, at reasonable hours, to permit the inspection of plumbing and fixtures, to read or remove meters or ascertain the amount of water used and manner of use, perform other work as necessary, and to enforce these Terms and Conditions. (Chapter 620)

If a new service connection or other work on the premise is required, the Customer, Owner, or Occupant must authorize the water company to enter the premises to perform the necessary work. (Chapter 620)

The Utility requires an authorized adult, 18 years or older, to escort Utility personnel throughout the premises for the entirety of the appointment.

The Utility will charge a fee to hand-deliver a final notice of disconnection when a customer fails to respond to requests for access to Premises. (Chapter 660)

*See Appendix A - 3. "Access to Premises" for fee amount.*

## **7. Abandonment of Unused Service Lines**

If a Customer seeking service will require the installation of a new service line to supply water to the establishment, whether a fire service or domestic service, and there is an existing unused service from a KWD water main to the parcel on which the Establishment sits, all unutilized services shall be disconnected (depressurized) and terminated at the water main in a manner approved by the Utility at the Customer's expense. The Utility shall provide notice to a Customer of all services that will require termination prior to allowing a new service installation.

Abandonment of the water service shall not be required at the water main until a new service line is required in the future.

## **Section 3: Credit and Collections**

### **8. Billing.**

All billing and payment standards will be governed by Chapter 660.

Customers are billed monthly or quarterly at the Utility's discretion. The Utility reserves the right to bill at a different frequency upon notice to the Customer, agreement with the Customer, or outside the normal provision of water. For metered service, the Utility shall have the authority to prorate water bills to reflect the actual portion of the billing period in which the Customer had active service. All billings for basic service are in arrears unless otherwise noted.

Public and Private Fire Protection are billed quarterly, in advance. Customers are responsible for providing a correct billing address. Failure to receive a bill does not relieve the Customer of the obligation of their payment, nor from the consequences of nonpayment.

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The Utility does not accept any conditions stated on a check or other negotiable instrument unless such conditions are specified in a separate documented agreement signed by an authorized Utility representative.

Customer accounts not paid by the prescribed due date may be subject to interest charges in accordance with Chapter 870 of the Commission's rule.

## **9. Credit and Collection.**

All credit and collection actions for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870. The Utility may demand a deposit from an Applicant or Customer as permitted by Chapter 660.

## **10. Payment Arrangement.**

The Utility shall continue to serve a Customer who cannot pay the Account Balance, provided mutually agreed upon payment arrangements are adhered to in accordance with Chapter 660 and with these Terms and Conditions.

## **11. Dispute Resolution.**

The Utility resolves disputes in accordance with Chapter 660.

The Utility shall attempt, in good faith, to resolve a dispute with the Customer. If a resolution cannot be reached, the Customer may contact the Commission's Consumer Assistance Division.

## **12. Assistance Program.**

Pursuant to Title 35-A MRS §6111-C and to Chapter 660, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 211, the Department of Health and Human Services, the Community Action Agencies, and local Town or City Government. (Chapter 660)

## **13. Disconnection and Reconnection of Service and Fees.**

The Utility will make a reasonable effort to reconnect service during business hours on the same day that it receives the request to reconnect. At the latest, reconnection must be made before 5:00 p.m. the following business day once the cause of the disconnection has been remedied. (Chapter 660)

The Utility will charge the Customer a fee for any disconnection of service and/or reconnection of service at a Customer's Premises, if service was disconnected for any reason allowable under Chapter 660, for situations noted in these Terms and Conditions, or at the request of the Customer.

*See Appendix A - 4. "Disconnection and Reconnection of Service" for fee amount.*

Requests to reconnect service where the Utility receives notice that the cause of the disconnection has been remedied by 3:00 PM are considered as received during “normal business hours.”

#### **14. Collection Fee.**

The Utility will charge a fee when personnel visit a Customer’s premises to disconnect service for non-payment, and instead of actual disconnection, the Customer pays or makes a payment arrangement for the entire past due balance.

*See Appendix A - 5. “Collection” for fee amount.*

#### **15. Appointment / Service Request Fee.**

Scheduled appointments and service requests with the Utility must be canceled at least one hour in advance. The Utility will charge a fee when the Customer or their designee failed to appear for a scheduled appointment, failed to make plumbing changes as directed by the Utility, the water meter and/or meter reading equipment was inaccessible by Utility staff, or an appointment was scheduled or service request made, but Utility staff services were not rendered.

*See Appendix A - 6. “Appointment / Service Request” for fee amount.*

#### **16. Late Payment Fee.**

The Utility will impose the maximum late payment charge permitted under Chapter 870 of the Commission's Rules on all Bills not paid by the due date of the Bill. (Chapter 660)

*See Appendix A - 7. “Late Payment” for fee amount.*

#### **17. Returned Check Fee.**

In accordance with Chapter 870, any Customer whose check is returned for nonpayment to the Utility by a bank will be charged a fee.

*See Appendix A - 8. “Returned Check” for fee amount.*

#### **18. Disconnection of Leased or Rented Property.**

Before disconnecting a leased or rented property, the Utility shall comply with the notice requirements contained in Chapter 660 and must offer the tenant the right to take responsibility for future payments. In addition to the above, before the actual disconnection of service, the Utility will:

1. Charge a Customer a fee of \$100 when posting notices for disconnection of leased or rented property with service to a single-meter, multi-unit building.
2. Charge a Customer a fee of \$50 when posting notices for disconnection of leased or rented

property with service to a single-meter, single-unit building.

*See Appendix A - 9. "Disconnection of Leased or Rented Property" for fee amount.*

At its discretion, the Utility may separately meter or cause to be separately metered, at the Customer's expense, each dwelling unit within the property. (Chapter 660)

#### **19. Right to Lien Property.**

Under the provisions of Title 35-A M.R.S.A. §6414 and 38 M.R.S.A. §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.

#### **20. Estimated Bills.**

The Utility may issue a Bill for estimated usage when a physical or remote meter reading is not practical or available.

### **Section 4: Customer and Utility Rights and Responsibilities**

#### **21. Unauthorized Use or Fraud.**

Theft of Utility services is unlawful and will be prosecuted pursuant to 17-A MRS §357.

The use of water is confined to the premises named in the Contract or Application for Service. No Customer shall supply water to another nor use it for any purposes not mentioned in their application without prior Utility approval. No person shall obtain water from any hydrant, fountain, or other fixture of the Utility without prior approval of the Utility. No un-metered plumbing connections are allowed before the water meter. No persons 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 may be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee per hour, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty, due and payable to the Utility for each violation.

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*See Appendix A - 10. "Unauthorized Use or Fraud" for fee amount.*

## **22. Tampering with Utility Property.**

Tampering with Utility property is prohibited by law. No Utility-owned valve, valve sealing mechanism, meter, hydrant, or standpipe shall be opened or closed or otherwise operated, modified, or removed by any persons not authorized by the Utility or its agents. Painting of meters and meter reading equipment constitutes damage. All tampering offenses will be prosecuted under the guidelines of 35-A MRS §2706 – 2708.

## **23. Conservation.**

The Utility takes all reasonable steps to prevent the unnecessary waste of water. If a leak is located on a Customer's service line, the Utility will notify the Customer that the leak must be repaired within the time frame specified by the Utility. If a Customer fails to repair a leak on the Customer's service line within the time frame specified, service shall be discontinued pursuant to Chapter 660.

When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses, sprinklers, or other 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.

## **24. Fluctuation of Pressures by Customer's Apparatus.**

No Customer shall install or use a water consumption apparatus which will affect the Utility's pressure or operating conditions so as to interfere with the service of another Customer or the Utility's system. Where a Customer has or proposes to install an apparatus that requires water in sudden and/or material quantities, impairing the pressure to the detriment, damage or disadvantage of other Customers or the Utility's system, the Utility reserves the right to require such Customer to install devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits determined by the Utility. (Chapter 620)

If the Customer, after receiving documented notice from the Utility, fails to present an acceptable remedial plan within a time limit set by the Utility, service will be discontinued pursuant to Chapter 660.

## **25. Thermal Expansion and High Pressure.**

The Utility strongly urges Customers to install thermal pressure expansion tanks to prevent damage to plumbing lines and fixtures caused by water hammer and/or over-pressurization. (Chapter 620 and Maine Internal Plumbing Code)

Water service supplied to any Customer not providing such protective devices will be solely at the risk of the Customer, and the Utility will not be held liable for damage resulting from the lack of, failure of, or improper installation of such protective devices.

If a Customer believes the distribution system pressure is more than an apparatus can endure, it shall be the responsibility of the Customer to install a suitable pressure reducing device.

## **26. Low Pressure Areas and Limited-Service Contracts.**

Low pressure areas have substantially uniform system pressure at the connection of the water service to the main where pressure may be expected to fall below 20 PSI under normal operating conditions. (Chapter 620)

The Utility will not extend its mains or render service to new Customers in low pressure areas unless a limited-service contract is executed between the Customer and the Utility and approved by the Commission.

If a Customer wants to enter into a limited-service contract, then service will be provided unless the Commission orders otherwise.

The Limited-Service Contract must be approved by the Commission prior to rendering service. (Chapter 620)

## **27. Interruption of Water Supply.**

Water service may be interrupted when it is 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.

Chapter 660 provides details regarding reasonable notice of affected customers. (660 §14 A, B, C)

## **28. Liability of Utility.**

The Utility shall in no event be liable for any damage or inconvenience caused by reason of any break, leak, or defect in the Customer's service pipe or fixtures per the Maine Tort Claims Act, as set forth in Title 14, Chapter 741 of the Maine Revised Statutes.

If for the purposes of making repairs, extensions, or connections, or for any other reason beyond the control of the Utility, it becomes necessary to shut off water in the mains, the Utility will not be responsible for any damages occasioned by such shut-off. The Utility will not be responsible for damage caused by turbid water which may be occasioned by cleaning pipes, reservoirs or standpipes, or the opening or closing of any valves or hydrants, or any other cause when the same is not due to lack of reasonable care on the part of the Utility.

The Utility will not be responsible for meeting water quality standards that exceed Primary Drinking Water Standards set by the Maine Department of Health and Human Services. Notwithstanding these Standards, the Utility makes no representations or warranties about the quality of the water and will not be liable thereby for any damages caused by unsatisfactory water quality.

## **Section 5: Meters**

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**29. General Requirements.**

The Customer may receive water through a meter upon Application to the Utility. The size and type of the meter will, in all cases, 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. The Utility may install meters whenever and wherever deemed necessary.

**30. Metered Service.**

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

The Customer is required to 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 customer shall be responsible for all plumbing modifications necessary to accommodate meter installation, including changes due to renovations or alterations in water usage that require resizing the service line or meter.

Unless otherwise approved by the Utility, each metered account shall have its own separate shutoff.

**31. Meter Location.**Single-Family Residential:

Except as set forth below, each individual residence must have its own meter. Sub-service from a metered line is not permitted. Metered water lines may not be extended to serve another residence or place of business.

Meters may not be located above the first or ground floor level. No water meters may be installed in a crawl space under a residence.

The water meter will 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 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 24 inches and not more than 48 inches above the floor surface and shall be no less than 3 inches from the wall for accessibility.



Apartments, Duplexes, Condominiums and Commercial Buildings:

The Utility requires all new multi-unit buildings and properties to be master-metered. However, the Utility may permit individual unit meters at the owner's request, provided there are separate service lines originating at the Utility owned water main for each unit requiring water.

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 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 24 inches and not more than 48 inches above the floor surface and shall be no less than 3 inches from the wall for accessibility. Meters shall be located in a warm, dry, 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.

Mobile Homes and Skirted Structures:

Water meters for all new or replacement mobile homes placed on a concrete, paved or gravel slab 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 as described above.

The safety of Utility employees is paramount. If a water meter is located under the mobile home, the Utility requires the Customer to relocate the meter, at their expense, to a Utility approved location. Failure of the Customer to provide safe access to the water meter as described above will result in the initiation of disconnection procedures pursuant to Chapter 660.

Mobile Home Communities:

In mobile home communities where the water distribution system is not owned and maintained by the Utility, the water service 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 current 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.

All Private Lines shall be installed, owned, and maintained by and at the expense of the Customer(s) served by the Private Line. Each mobile home shall have its own separate curb stop (shut-off valve). The Utility shall not assume any responsibility or liability for maintenance, repairs, or replacements of Private Lines or for water pressure or supply problems resulting from Private Lines.

For mobile home communities currently 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.

**32. Meter Valves.**

Every establishment must be equipped with two operable isolation valves, without stop-and-waste, located inside the building. One valve near the service entrance and the other just downstream of the water meter, easily accessible, and protected from freezing. (Chapter 620)

All valve configurations shall be arranged as specified by the Utility based on the required meter size. The Customer shall own and maintain these valves in good operable condition.

**33. Meter Pits or Vaults.**

The use of meter pits or vaults is discouraged 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 documented Utility approval. (Chapter 620)

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.

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 be installed in such a manner to keep the meter and backflow prevention device warm, dry, and accessible at all times.

All piping, valves, and backflow prevention devices within the meter pit or vault must be installed per Utility specifications.

**34. Remote and Automated Meter Reading Equipment.**

Remote and automated meter reading equipment shall be installed by the Utility or Utility-authorized personnel. (Chapter 620)

The Utility shall install meter reading devices for meters owned by the Utility. The most beneficial location of this device, for efficient and safe meter reading purposes, will be determined by the Utility.

Remote Reading Equipment repair and replacement necessitated by ordinary wear will be paid for by the Utility.

Repair or replacement of remote and automated meter reading equipment damaged within the control of the Customer will be charged to the Customer.

The Utility will charge a fee per device to relocate, repair, and/or replace remote and automated meter reading equipment. Costs are per device, and do not include the cost of the device, which will be billed at the actual cost of replacement.

*See Appendix A - 11. "Remote and Automated Meter Reading Equipment" for fee amount.*

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**35. Specialty Meters.**

The Utility may install meters capable of providing system information to the Utility including but not limited to pressure, temperature, and other water quality data.

When an existing Customer's water service is not compliant with these Terms and Conditions, the Utility may allow for installation of a meter capable of remotely opening and closing, at the expense of the Customer. Upon installation of this specialty meter, the existing Customer will not be required to bring the non-conforming service into compliance. Upon a change of Customer for the account, the non-conforming service must meet all requirements of these Terms and Conditions.

**36. Meter Repair, Replacement, and Relocation.**

Meter repair and replacement necessitated by ordinary wear will be paid for by the Utility.

Meters, once set, may be changed in location at the request and expense of the Customer at the fees described in the table below. The meter relocation will be done only by personnel authorized by the Utility. (Chapter 620)

Meter repair and replacement caused by freezing, attempts to thaw, hot water, or by other cause within the control of the Customer will be charged to the Customer, including the cost of removing and replacing the damaged meter.

If a meter and/or internal plumbing is damaged due to freezing conditions, the backflow prevention device shall be replaced (for non-testable devices) or tested by a certified tester (for testable devices) at the Customer's expense.

The Customer will be charged a fee for the repair, replacement, or relocation of damaged meters in accordance with these Terms and Conditions based on the meter size and the time of repair. Costs are per meter, and do not include the cost of the meter. Meters will be billed at the actual cost of replacement.

*See Appendix A - 12. "Meter Repair, Replacement, and Relocation" for fee amount.*

**37. Sub-Metering.**

If additional meters are desired by the Customer for showing subdivision of the supply, the Customer shall furnish, install, read, and maintain such meters at the Customer's expense. All auxiliary meters must be installed downstream of the Utility's meter and the Customer's backflow prevention device.

**38. Meter Testing.**

Mechanical meters sized from 5/8" up to and including 2" are tested or replaced at 12-year intervals. All electromagnetic and ultrasonic meters are tested or replaced at 20-year intervals, or per manufacturers' specifications. The Utility reserves the right to test any of its meters at any intervals to

verify accuracy.

All other meters are periodically tested or replaced in accordance with Chapter 620.

Tests made at the request of a Customer shall be made in the presence of the Customer or their representative if possible, and a report of the test will be furnished to the Customer.

All tests will be at the sole expense of the Utility, unless the Customer requests tests more frequently than once in eighteen (18) months, in which case the Utility will require the Customer to make a minimum deposit. After testing, a bill showing actual costs will be mailed to the Customer. If a meter tested at the request of a Customer does not conform to Chapter 620, the Customer's deposit will be either refunded or credited to the Customer's account. If the meter conforms to Chapter 620 the Customer will be required to pay the entire cost of said testing and any deposit made will be adjusted accordingly. The meter may be continued in use at the same location at the discretion of the Utility.

*See Appendix A - 13. "Meter Testing" for fee amount.*

### **39. Abatement and Resumption of Service.**

If an establishment is to be vacated for a period of 30 days or more and if the Customer notifies the Utility in writing in advance of the vacancy and requests the Utility to shut off service, the Utility shall prorate water charges for the period the premises are vacated. If two or more Customers are supplied by a single service, the Utility shall use appropriate procedures to isolate the inactive service. The Utility shall charge a service fee for each resumption of service in accordance with the provision on reconnection charges in these Terms and Conditions. Customers are responsible for all water flow through the meter.

## **Section 6: Cross Connections**

### **40. Cross Connections.**

Cross connections between the Utility's system and any other are prohibited unless deemed necessary and approved by the Utility and protected by an approved backflow-prevention method in compliance with rules of the State of Maine Internal Plumbing Code and the Utility's Cross Connection Control Policy. The Utility prohibits any connection that will cause backflow between the Utility's system and any plumbing fixtures, device, appliance, or between any waste outlet or pipe having direct connection to waste drains. If the Owner of such a connection fails to break or properly protect the connection within a time limit specified, the Utility will discontinue service pursuant to Commission rules. (Chapter 620)

All requirements of the Utility's Cross Connection Control Policy must be met before water service will be supplied to new accounts.

### **41. Backflow Prevention Devices Testing Requirements.**

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Customers with testable backflow prevention devices are responsible for the completion of device testing according to the Utility schedule, available at the Utility office. The Customer must select a certified contractor, as required in the Maine Internal Plumbing Code, to comply with this requirement. The Customer is responsible for paying for all testing and repair costs directly to the contractor. Upon completion of the testing process, the Customer, or agent of the customer, must submit a completed backflow prevention device certification form (the form must meet the reporting requirements of the Utility) for each device tested, within 30 days. 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 considered a dangerous condition and disconnected pursuant to Chapter 660 of the Commission's Rules and Regulations.

Backflow Prevention Devices must be in compliance with the Utility's Cross Connection Control Policy.

The Utility will charge a fee if Utility personnel visit a Customer's, Owner's, or Occupant's premises to deliver a disconnection notice for failure to test and/or submit test results of a backflow prevention device.

In cases where backflow prevention does not meet Utility specifications and/or requirements, and the Utility is unable to disconnect the service, the Utility will charge a quarterly fee until Utility specifications and/or requirements are met.

*See Appendix A - 14. "Backflow Prevention Device Testing Requirements" for fee amount.*

#### **42. Safeguarding Direct Pressure Devices and Automatic Feed Valves**

Pursuant to Chapter 620 of the Commission's Rules and Regulations, all Customers having direct pressure water devices, including but not limited to hot water tanks or secondary systems supplied by automatic feed valves, must install and maintain in operating conditions appropriate vacuum, temperature and pressure relief valves or cut-outs in the water system and/or secondary system to prevent damage to the water device or secondary system or their appurtenances should it become necessary to shut off the water main or service or should a pressure failure occur for any other reason. Water service supplied to any Customer not providing such protective devices will be strictly at the risk of the Customer, and the Utility will not be liable for damages resulting from the lack of, or failure of, such protective devices.

### **Section 7: General Provisions**

#### **43. Utility Constructing and Inspection Services.**

Jobbing is the provision of unregulated Utility services, such as construction services and construction inspection.

If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Customer will be provided with a written estimate/invoice for the work. Utility

may require an advance payment equal to the Utility's estimated/invoiced cost of the work. At the completion of the work, any excess over the actual bill for services will be returned, and any amount due in excess of the advance payment will be payable. Work performed in support of unregulated utility service outside of regular business hours will be charged at overtime rates. (Chapter 620)

#### **44. Joint Use of Water Main and Service Pipe Trench.**

Water mains, services, hydrant branches etc. will not be placed in the same trench with sewer facilities. State of Maine Rules Relating to Drinking Water require a horizontal separation of ten (10) feet between water system infrastructure and all sewer facilities. Where extenuating, unusual, or special circumstances are encountered, a lesser separation may be allowed with mutual agreement of all parties involved, provided that the installation shall be in compliance with all applicable laws, rules and regulations.

The Utility further regulates the horizontal separation between all water mains, services, hydrant branches etc. and all other underground Utility facilities per its Standard Specifications.

#### **45. Size of Water Distribution Mains.**

The Utility provides water for domestic use and fire protection. The Utility requires all distribution mains to be adequately sized in accordance with Chapter 65.

#### **46. Private Mains.**

All Private Lines shall be installed, owned, and maintained by and at the expense of the Customer(s) served by the Private Line. The Utility shall not assume any responsibility or liability for maintenance, repairs, or replacements of Private Lines or for water pressure or supply problems resulting from Private Lines. Except as provided in Chapter 65 of the Commission's Rules and Regulations, any Customer whose service is provided over Private Lines accepts service subject to the conditions or limitations of any agreement with the owner(s) of the property over which the Private Line extends, and the Utility shall have no obligation to extend a water main at the Utility's expense to serve such Customers.

Private mains shall not provide service to more than one account. Private mains shall be master-metered at the entrance of the property and shall not cross parcel boundaries. Private mains shall not be in the public right-of-way.

#### **47. Winter Construction.**

Except in the case of an emergency, no new service or extension of mains will be installed for the convenience of a Customer during winter conditions which increases the cost of the work for the Utility, unless the Customer assumes all extra expense over ordinary construction costs.

### **Section 8: Fire Protection**

#### **48. Fire Hydrants.**

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Fire hydrants, both public and private, may not be used for any purpose other than fire extinguishment, training purposes by authorized fire department personnel, or for such other purposes as may be agreed to in writing by the Utility and a municipality or owner of a private hydrant. The Utility requires notification, no less than 48 hours, prior to authorization of any testing or training. Anyone authorized to perform hydrant training or testing shall report to the Utility an estimated volume of water used.

In no case shall fire hydrants be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or owner.

#### **49. Private Fire Protection.**

If fire protection service is available, it will be installed at the Customer's expense within the bounds of the public way or right of way. The Customer is responsible for having the fire service sized by a licensed sprinkler system designer. Rates will be based on the size of the tap at the Utility's water main.

The fire service line, after acceptance by the Utility, will be owned and maintained in the public right-of-way by the Utility.

The Utility does not guarantee the quantity of water or pressure available through a fire protection service. The owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of their private system. A minimum 48-hour notice must be given to the Utility in advance of flow testing work so a representative of the Utility can be present to observe the test, if so desired. The owner shall report to the Utility, an estimated volume of water used.

The Utility reserves the right to determine the main and point from which said connection shall be made. Determination of required quantity and available supply shall be the sole responsibility of the customer. Only one service shall be allowed to any building or premises unless, in the opinion of the Utility, more than one service is necessary, in which case there shall be separate connections with the distribution main.

Customers wishing to cancel fire service protection must notify the Utility in advance and must have documented permission from the Fire Chief, Office of State Fire Marshal, Insurance Provider, Building Owner, and provide a copy of the documented permission to the Utility. Physical shut-off of the fire service and/or private hydrant(s) will not be made by the Utility until the prescribed notice has been made.

All private fire connections shall have a Utility approved backflow prevention device, at the service entrance in accordance with the Utility's Cross Connection Control Policy.

#### **50. Fire Hydrant Flow Test.**

The Utility will provide any fire flow data on file for no cost. If an entity needs a test at a specific location,

or a more recent test, a fee shall be prepaid to the Utility before any work is scheduled. Under all circumstances, whether a public or private hydrant, the Utility reserves the right to have a representative observe or conduct the flow test. Fire hydrant flow tests, occurring between November 1 and April 15, are weather dependent and shall occur only at the sole discretion of the Utility.

*See Appendix A - 15. "Fire Hydrant Flow Test" for fee amount.*



**51. Appendix A - Term Fees**

<b>1. <u>Bulk Water Transport</u></b>		
Section Number	Fee / Description	Cost
2-2	When Utility staff assist with bulk water station access after-hours.	\$190

<b>2. <u>Water Main Tapping</u></b>		
Section Number	Fee / Description	Cost
2-4	Tap for 1" Water Service Line.	\$800
2-4	Tap for 1.5" or 2" Water Service Line.	\$1,300

<b>3. <u>Access to Premises</u></b>		
Section Number	Fee / Description	Cost
2-6	Hand-delivering notices for failure to respond to request for access to premises.	\$50

<b>4. <u>Disconnection and Reconnection of Service</u></b>		
Section Number	Fee / Description	Cost
3-13	Disconnection or reconnection, as requested by the Customer, during normal business hours.	\$66
3-13	Disconnection or reconnection, as requested by the Customer, after hours.	\$180
3-13	Seasonal disconnection or reconnection, as requested by the Customer, for meters 1" and smaller.	\$66
3-13	Seasonal disconnection or reconnection, as requested by the Customer, for meters 1.5" and larger.	\$132

<b>5. <u>Collection</u></b>		
Section Number	Fee / Description	Cost
3-14	When 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.	\$33

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<b>6. <u>Appointment / Service Request</u></b>		
Section Number	Fee / Description	Cost
3-15	Failure to: cancel appointments at least one hour prior, appear for appointment, make plumbing changes as directed, metering equipment was inaccessible, or Utility staff were scheduled or requested on site but services were not needed/rendered, during normal business hours.	\$33
3-15	Failure to: cancel appointments at least one hour prior, appear for appointment, make plumbing changes as directed, metering equipment was inaccessible, or Utility staff were scheduled or requested on site but services were not needed/rendered, after hours.	\$180

<b>7. <u>Late Payment</u></b>		
Section Number	Fee / Description	Cost
3-16	Charge on bills not paid by the due date, per month.	0.93%

<b>8. <u>Returned Check</u></b>		
Section Number	Fee / Description	Cost
3-17	Charge for returned (bounced) checks, per account. <i>If the Customer is charged more than \$5.00, the utility will provide the Customer a copy of the bank charge upon request.</i>	\$5-\$20

<b>9. <u>Disconnection of Leased or Rented Property</u></b>		
Section Number	Fee / Description	Cost
3-18	Posting notices for tenants in a single-meter, multi-unit building.	\$100
3-18	Posting notices for tenants in a single-meter, single-unit building.	\$50

<b>10. <u>Unauthorized Use or Fraud</u></b>		
Section Number	Fee / Description	Cost
4-21	Hourly fee for site visits to investigate and address unauthorized use of water, during normal business hours.	\$88
4-21	Hourly fee for site visits to investigate and address unauthorized use of water, after-hours.	\$180
4-21	Civil action penalty for responsible person of unauthorized use (not to exceed).	\$3,000

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<b>11. Remote and Automated Meter Reading Equipment</b>		
Section Number	Fee / Description	Cost
5-34	When automated meter reading equipment must be relocated, repaired, and/or replaced for reasons other than ordinary wear. <i>In addition to the fee, remote and automated meter reading equipment will be billed at the actual cost of replacement.</i>	\$66

<b>12. Meter Repair, Replacement, and Relocation</b>		
Section Number	Fee / Description	Cost
5-36	Work related to damaged meters 1" and smaller, during normal business hours. <i>Does not include the cost of the meter, which will be billed at the actual cost of replacement.</i>	\$66
5-36	Work related to damaged meters 1" and smaller, after hours. <i>Does not include the cost of the meter, which will be billed at the actual cost of replacement.</i>	\$180
5-36	Work related to damaged meters 1.5" and larger, during normal business hours. <i>Does not include the cost of the meter, which will be billed at the actual cost of replacement.</i>	\$132
5-36	Work related to damaged meters 1.5" and larger, after hours. <i>Does not include the cost of the meter, which will be billed at the actual cost of replacement.</i>	\$340

<b>13. Meter Testing</b>		
Section Number	Fee / Description	Cost
5-38	Deposit for Customers requesting meter testing more than once in 18 months. <i>If a meter tested does not conform to Chapter 620, the Customer's deposit will be either refunded or credited to the Customer's account. If the meter conforms to Chapter 620 the Customer will be required to pay the entire cost of said testing and any deposit made will be adjusted accordingly.</i>	\$60

<b>14. Backflow Prevention Device Testing Requirements</b>		
Section Number	Fee / Description	Cost
6-41	Hand-delivering notice for failure to test and/or submit test results.	\$50
6-41	Quarterly fee when backflow prevention does not meet requirements, and the Utility is unable to disconnect the service.	\$500

<b>15. <u>Fire Hydrant Flow Test</u></b>		
Section Number	Fee / Description	Cost
8-50	Work related to fire hydrant flow testing. <i>This fee must be paid prior to any scheduled work.</i>	\$200