

**Great Salt Bay Sanitary District  
Terms and Conditions**

**Filed**

**Third Revision**

**Office Hours: 7:00 a.m. – 3:00 p.m.**

**Telephone: 207-563-5105**

**EFFECTIVE: 10-01-2021**

**DOCKET NUMBER: 2021-00216**

**/S/ Scott Abbotoni  
Scott Abbotoni, Water Division Manager**

# TERMS AND CONDITIONS

## Great Salt Bay Sanitary District

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The following **Terms and Conditions** adopted by the Great Salt Bay Sanitary District and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these **Terms and Conditions** and to take water only for purposes stated in the application and at the established rates.

### DEFINITIONS

“Commission” refers to the Maine Public Utilities Commission.

“Customer” means any person, or business who has applied for or been accepted to receive or is either receiving Utility service or has agreed to be billed for Utility service. This term also includes a person or business that was a Customer of the same Utility within the past thirty (30) days and who requests service at the same or a different location.

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

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

“Limited-Service Contract” means a written agreement, approved by the Commission, under which a water Utility agrees to provide, and the Customer agrees to accept a substandard level of service described in the contract.

“Main” means a water pipe, owned, operated, and maintained by the Utility, which is used to transmit or distribute water, but is not a water Service Line.

“Multi-Unit Establishment” means any Establishment with more than one unit, including but not limited to condominiums, apartment buildings, mobile home parks, cottages, developments, and certain subdivisions.

“Normal Business Hours” are defined as hours 7:00 a.m. – 3:00 p.m., Monday – Friday (excluding holidays) that the Utility is open to the public to transact business.

“Other Hours” means any hours that are not defined as Normal Business Hours.

“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.

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“Seasonal Customer” means a Customer that regularly takes service or only a portion of the year. A Seasonal Customer will be subject to the rules and rates in effect. Seasonal water service and disconnection of seasonal water service will be by appointment only. Establishment of service normally begins after July 1 and disconnection of service will be no later than October 30 each year.

“Service Pipe” and “Service Line” mean the pipe running from the water Main to the premises of the Customer.

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

“Temporary Establishment” means an Establishment that the Utility believes to be of a temporary nature after considering the location, setting, structures, and use of the Establishment. The absence of a cellar or permanent foundation shall not be the sole criterion used by the Utility in determining that an Establishment is of a temporary nature.

“Utility” refers to the Great Salt Bay Sanitary District.

1. **UTILITY SERVICE AREA.** Pursuant to 2007 Private & Special Law, Chapter 38, enacted March 20, 2008; amending 1993 Private & Special Law, Chapter 85; the Utility is permitted to serve within the boundaries of the Towns of Nobleboro, Damariscotta, and Newcastle, as specified in said Chapter, for purposes of supplying the inhabitants with pure water for domestic, sanitary, manufacturing, and municipal purposes.
2. **APPLICATION FOR SERVICE.** Pursuant to **Commission Rules, Chapter 62**, the owner, or the owner’s agent, or the occupant of the Establishment to be served must apply for service on forms provided by the Utility.

Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in **Title 35-A MRS §706(2)**, and **Commission Rules, Chapter 660**.

In accordance with **Docket 2012-00129**, application for service, for Short-Term Seasonal Rental Property, shall be made only by the owner of the Establishment to be served.

A Seasonal Customer that regularly vacates the premises for three months or less may elect 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 Establishment is required, the owner must authorize the Utility to enter the premises to do the necessary work.

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- 3. BILLING PROCEDURES.** Minimum charges for metered service shall be billed quarterly in advance. 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 if it so desires.

Seasonal minimum meter charges will be billed immediately after the meter is set for the season or on July 1 of each year. Bills for water used in excess of the minimum shall be billed immediately 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 has been established in accordance with **Commission Rules, Chapter 660**.

Public Fire Protection charges will be billed in advance on a monthly basis. Private Fire Protection charges will be billed in advance each year on an annual basis. The Utility reserves the right to bill fire protection monthly, quarterly, or annually, if it so desires.

Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station.

- 4. CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and nonresidential Customers will be based upon **Commission Rules, Chapter 660** and **Chapter 870**.

The Utility may demand a deposit from a Customer as permitted by **Commission Rules, Chapter 660**. Pursuant to **Commission Rules, Chapter 870**, the interest rate on Customer deposits shall be the rate set 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 amount allowed under Commission Rules, Chapter 870, to be determined annually.

- 5. TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Pursuant to **Commission Rules, Chapter 660**, if the due date for payment falls on a Saturday, Sunday, legal holiday, or any other day when the Utility's offices are not open for business, the Utility shall extend the due date to the next business day.

If the Customer sends payment by mail, payment is made on the date the Utility receives the payment in accordance with **Commission Rules, Chapter 660**.

It is the Customer's responsibility to provide the correct billing addresses. Failure of the Customer to receive their bill does not relieve them of the obligation of payment for services received nor for the consequences of non-payment.

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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 shall furnish the Customer a copy of the financial institution's charges upon request.
7. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$13.75** to establish water service if it is not necessary for the Utility to visit the premises. If it is necessary for the Utility to visit the premises to establish the service, the Utility will charge **\$55.00** per person, per hour, one (1) hour minimum, during Normal Business Hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During Other Hours, the Utility will charge **\$165.00** per person, per hour, one (1) hour minimum, to establish water service. Establishment of service charges are due and payable prior to service connection.
8. **CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a Restoration/Reconnection fee for restoration of service at the Customer's premises for any reason allowable under **Commission Rules, Chapter 660**, and these **Terms and Conditions**. The Restoration/Reconnection charge will be **\$55.00** per person, per hour, one (1) hour minimum, for a resumption of service made during Normal Business Hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. The charge for a resumption of service made during Other Hours, the charge will be **\$165.00** per person, per hour, one (1) hour minimum.
9. **COLLECTION TRIP FEE.** Pursuant with **Commission Rules, Chapter 660**, If Utility personnel 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 a collection trip fee of **\$27.50**.
10. **RETURN TRIP CHARGE.** The Utility may charge a Customer a **\$55.00** when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one hour in advance to avoid the charge.
11. **ABATEMENTS.** The Utility will abate water for a residential Customer for an out of the ordinary event under the below-listed conditions. It is solely the decision of the Utility as to whether these conditions have been met. The following procedure must be followed:

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- A leak or break occurred at the Customer's premises not resulting from Customer negligence; and
- The leak or break was repaired in a reasonable time and documented with a signed statement from the Customer, or the water was shut off while awaiting repair; and
- Customer must first submit to their homeowner's insurance for reimbursement. Customer is responsible for reporting back to the Utility before the next bill is issued. If the insurance claim is denied, the Utility needs a letter of refusal from the insurance company; and
- The Customer requested the abatement or advised the Utility of the intent to file an insurance claim and request an abatement within twenty-five (25) days of receipt of the bill in question; and
- The Customer must have previous bills for water paid in full to apply for an abatement; and
- The Customer has had an account at this location for at least one year prior to the request.
- At its discretion, the Utility may extend the time period for requesting an abatement.

The Customer must request the abatement from the Utility office with an application provided by the Utility. If granted, the Utility will compare the water usage in question above the minimum to the Customer's average water usage above the minimum for the four most recent billing periods prior to the one in question. The abatement will be 50% of the cost of the difference, calculated at the rates in the abated bill up to \$500.00, whichever is lower. Subsequent abatements to the same Customer will be granted only for dissimilar occurrences.

**12. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements set forth in **Commission Rules, Chapter 660**, and offer the tenant the right to take responsibility for future payments.

**Leased or Rented Single-meter, Multi-unit Residential Property.** 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 **\$110.00** in addition to any applicable reconnection fee set for the in Section 8 of these **Terms and Conditions**.

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



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**13. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES.** Pursuant to **Title 35-A MRS §6111-C** and **Commission Rules, Chapter 660**, the Utility may disconnect water service to Customers receiving sewer service for non-payment of an undisputed balance, if the Total Amount Overdue is more than \$100.00 or over ninety (90) days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 13.5 is applicable.

**13.1 Definitions.**

**Total Account Balance** means the total water and sewer amount owed by a Customer that has been properly billed.

**Total Amount Overdue** means the total water and sewer amount 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. Disputed amounts and fees and charges for estimated sewer service usage will not be included in the Total Amount Overdue.

**13.2 Billing.** Bills for the Utility shall be issued in accordance with Commission Rules, Chapter 660 and with Section 3 of these Terms and Conditions.

**13.3 Disconnection and Reconnection.** A 14-day disconnection notice shall be issued when a Customer does not pay or make a payment arrangement on an undisputed balance, and the Total Amount Overdue is consistent with the requirement in **Commission Rules, Chapter 660**.

**13.4 Collection Action.** Subsequent collection actions, including disconnection and reconnection, shall be in accordance with Commission Rules, Chapter 660 and with these Terms and Conditions.

**13.5 Limitation for Multiunit Rental Facilities of Greater than Two Units.** Pursuant to **35-A MRS §6111-C**, the Utility may not disconnect water service for non-payment of sewer service to a multiunit rental facility greater than two units, unless the owner of the facility occupies a unit that would be subject to the disconnection, or unless the Utility has a Charter provision enacted prior to August 1, 2010, establishing the authority for such disconnection.

**13.6 Payment Allocation.** Pursuant to **Commission Rules, Chapter 660**, when a Utility receives a partial payment, the Utility must first apply the payment to the oldest basic service balance due, no matter if water or sewer, unless instructions from the customer, a disputed bill, or a payment arrangement requires otherwise. After all basic service balances due have been paid, unused payment amounts may be applied to non-basic service, unless otherwise stipulated.

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**13.7 Payment Arrangement.** The Utility shall continue to serve a Customer who cannot pay the Total Account Balance, provided satisfactory payment arrangements are made in accordance with **Commission Rules, Chapter 660** and with these **Terms and Conditions**.

**13.8 Dispute Resolution.** The Utility shall resolve disputes, if applicable, in accordance with **Commission Rules, Chapter 660**.

**13.9 Annual Filings.** The Utility shall annually file a disconnection report with the Commission as specified in **Title 35-A MRS §6111-C** and in **Commission Rules, Chapter 660**.

**13.10 Assistance Programs.** Pursuant to **Title 35-A MRS §6111-C** and to **Commission Rules, Chapter 660**, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 2-1-1, the Department of Health and Human Services, the Community Action Agencies, and local Town or City Government.

**14. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTION OR RECONNECTION REQUESTED BY THE CUSTOMER.** The Customer will be responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection, including, but not limited to emergency requests resulting from a frozen meter. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates per trip: **\$55.00** per person, per hour, one (1) hour minimum, plus the cost of equipment rental, if applicable during Normal Business Hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. During Other Hours, the charge will be a one (1) hour minimum of **\$165.00** per person, plus the cost of equipment rental, if applicable. If the disconnection request relates to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours incurred for removal services in this section will be combined with the totals in Section 30.3 and calculated together.

**15. AFTER HOURS SERVICE CALLS NOT OTHERWISE LISTED.** After hours service calls not otherwise listed in these Terms and Conditions, including but not limited to call-out for an emergency disconnection at the Customer's request, will be charged at the rates for Other Hours, listed in Section 14 and Section 30.3 of these **Terms and Conditions**. When the trip is combined with the repair or replacement of a damaged water meter or other equipment repair at the Customer's premises, the call-out fee in this section will be waived to prevent a duplicate charge.

**16. SERVICE INTERRUPTION.** Water service may be interrupted when necessary to repair or maintain the Utility deliver 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** and **Chapter 62** provide detail about reasonable notice to affected Customers.

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**Scott Abbotoni, Water Division Manager**

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**17. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in their application without Utility approval. No Customer or their agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or their agent shall bypass any meter, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to **Commission Rules, Chapter 660**. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at an annual rate of five (5) percent. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$55.00** per person, per hour, with a minimum of one (1) hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during Other Hours, the fee will be **\$165.00** per person, per hour. In no case shall the total of such hourly fees exceed **\$100.00**.

In addition, pursuant to **Title 35-A MRS §2706** as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty-five hundred dollars (\$2,500.00), due and payable to the Utility for each violation

**18. NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by persons other than authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in these **Terms and Conditions** Section 17, entitled *Unauthorized Use of Water*. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to **Title 35-A MRS §2707**, as amended or replaced.

**19. MAINTENANCE OF PLUMBING.** Pursuant to **Commission Rules, Chapter 62**, a Customer must maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing and heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break that is considered a danger to the water system will be cause for immediate disconnection of the Customer.

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When a leak is discovered that is not considered an immediate danger 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 30 days to repair the leak. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to **Commission Rules, Chapter 660**.

**20. ACCESS TO PREMISES.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers shall provide reasonable access for Utility employees with proper identification to all premises served by the Utility, at all reasonable hours, to permit the inspection of all plumbing and fixtures; to set, remove or read meters; to ascertain the amount of water used and manner of use; and to enforce these **Terms and Conditions**.

**21. LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in **Title 14 MRS, §741**. The Utility will not be responsible for any damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

**22. CROSS CONNECTIONS.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine State Department of Health and Human Services and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back-flow, including back-siphonage or back-pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet and a pipe having direct connection to waste drains. If the owner of such a connection fails, or refuses to break, or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to **Commission Rules, Chapter 660**.

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

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- 23. BACKFLOW-PREVENTION DEVICE TESTING.** Customers with testable backflow 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. In the event that 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.**
- 24. ISOLATION VALVES.** Pursuant to **§605.2 of the Maine State Internal Plumbing Code**, each service must be provided with a minimum of two full way, operable isolation valves, located inside the building, with one valve located prior to and one valve located after the meter. Pursuant to **Commission Rules, Chapter 62**, the valves must be located inside the building near the service entrance, easily accessible, and protected from damage, including, but not limited to, freezing and heat damage. All plumbing must be installed to prevent back-siphonage and to permit draining whenever necessary. The isolation valves shall be owned and maintained by the Customer.
- 25. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility written permission.

If permission is granted, the Utility may require the Customer to confine or reduce such fluctuations to limits determined by the Utility. Failure to comply may result in termination of service in accordance with **Commission Rules, Chapter 660.**

- 26. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or system supplied by an automatic feed valve. The Utility is not liable for any damage resulting from the lack of or failure of these devices.
- 27. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to **Commission Rules, Chapter 62**, the Utility shall not place water Main or Service Pipes in the same trench with facilities of other utilities. The Utility shall provide a horizontal separation of ten (10) feet between water Mains and Service Pipe and facilities of other utilities.

Where extenuating, unusual or special circumstances are encountered, a lesser separation 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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**28. 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 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.

**29. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES.** General Requirements. The Customer may receive water through a meter upon application to the Utility. In accordance with **Commission Rules, Chapter 62** and **Chapter 65**, meter size is to be determined by the Utility. All water sold by the Utility shall be based on meter measurements or as otherwise provided for in its rate schedules.

**29.1 Metering.** No Customer shall supply water to another, nor use it for purposes not mentioned in their application without prior written Utility approval. At its discretion, the Utility reserves the right to require separate piping and a separate meter and shut-off for each building as a condition of service, except as provided in **Commission Rules, Chapter 62**, and **Chapter 65**.

Where there is more than one (1) abode or business in a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate piping, and separate shutoffs and meters in locations acceptable to the Utility for each place of business or abode. All Utility Customers are required to have water meters which will be installed, maintained, and read by the Utility. The cost of the meter, appurtenances, and installation shall be borne by the Customer, unless otherwise agreed upon, before service is rendered.

The Customer must provide a warm, dry, and accessible location for the meter. All meter installations shall be in accordance with the Utility's requirements, standards, and specifications. The Utility, at its discretion, may require Customers to relocate existing meters, piping, shut-off and appurtenances, at the property owner's expense, as a condition of service, and in accordance with the Utility's standards and specifications.

**29.1.a. Meter Location.** Single-Family Residential. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under a residence.

The water meter shall be located in the basement or mechanical/utility room if one is available.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room.

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

All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface.

Meters, once set, may be changed in location at the request of the Customer, at the Customer's expense. Only an agent of the Utility may approve the meter relocation.

A rear building served by a water line through the front building, in accordance with these **Terms and Conditions** by date approved and effective, may continue in this manner if both are on the same lot and under the same ownership regardless of any major repairs to the Service Line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided, a new direct Service Line with separate meter(s) shall be installed in accordance with these Terms and Conditions.

**29.1.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 of not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface. Meters shall be located in a clean, dry, warm, and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

Meters, once set, may be changed in location at the request of the Customer, at the Customer's expense. Only an agent of the Utility may approve the meter relocation.

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

**29.1.c. Mobile Homes.** Pursuant to these **Terms and Conditions** by date approved and effective, water meters for new or replacement mobile homes placed on concrete, paved or gravel slabs shall be located inside the home in a warm, dry, and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered Single Family Residential in accordance with these **Terms and Conditions** §30.

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**.

**29.1.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.

**29.1.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.

**29.1.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.

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



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

#### **29.3 Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment.**

Pursuant to **Commission Rules, Chapter 62**, the Utility may charge a Customer for costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to Customer negligence or improper care. During Normal Business Hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday, the charge will be **\$55.00** per person, per hour with a minimum charge of one (1) hour; during Other Hours, the charge will be **\$82.50** per person, per hour with a minimum charge of one (1) hour, with each additional hour above the minimum charged at the rate of **\$82.50**. In all cases, the Customer will be billed for the cost of the necessary replacement parts, including the cost of the meter. As specified in Section 14 of these **Terms and Conditions**, if snow, ice or other obstacles must be removed to complete the requested repair, total hours and equipment fees for the removal service will be added to the total charge for this section.

**29.4 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 test in an eighteen (18)-month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit to cover the cost of the test. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded, and the Utility will adjust the Customer's bill according to the provisions of **Commission Rules, Chapter 62**. If the meter conforms to standards, the Utility shall keep the Customer's deposit and continue to use the meter at the Customer's premises.

At its discretion, the Utility may require a Customer to install a bypass valve at the Customer's expense for meters 1.5 inch or larger. A Customer requesting a by-pass valve shall file an application with the Utility for approval prior to the installation of the valve. All by-pass valves, whether requested by the Utility or the Customer, shall be installed, owned, and maintained by the Customer. A by-pass valve must be sealed shut by Utility personnel, and may only be operated with the prior consent of the Utility. In the event that any by-pass valve is unsealed and/or operated without the prior consent of the Utility, the Utility may require removal of the valve at the Customer's expense.

**29.5 Meter Pits.** The Utility discourages the use of meter pits or vaults due to accessibility and safety issues. The use of meter pits or vaults will be considered on a case-by-case basis and requires prior written Utility approval in accordance with **Commission Rules, Chapter 62.**, the Utility reserves the right to require a meter pit at the Customer's expense under the following circumstances:

- The service is connected to a mobile home or a building without a basement; or

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

- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
- The length of the Service Pipe is 200 feet or greater; or
- The Customer's portion of the Service Pipe has been constructed of inferior materials or otherwise makes leaks or failure a likely occurrence; or
- The service passes over land belonging to another party. In this case, the Utility will require a deeded right of way.

Prior to installation of the proposed meter pit, the design must be submitted to the Utility for approval. Written approval or rejection of the proposed design shall be provided by the Utility within ten business days. Meter pits or vaults must be installed and operated in accordance with the Utility's current specifications, available in the Utility office. 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 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** §29.7, 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. All meter pits shall be inspected by the Utility's representative during the normal business hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday, for adherence to design specifications and workmanship, prior to the installation of the meter. The Utility reserves the right to require work to be redone if the standards and specifications are not met. The initial inspection will be at no charge to the Customer. If a follow-up inspection is required due to inadequate preparation by the Customer or contractor, or non-adherence to the approved design and material requirements, the Utility rate will be **\$55.00** per hour, with a minimum charge of one (1) hour per necessary inspection.

**29.6 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.

**29.7 Service Lines and Meters.** The Customer must complete a written application for 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 MRS §6106**.

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**Scott Abbotoni, Water Division Manager**

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

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 MRS §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 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 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 Line 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 office. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried and enclosed. The first inspection will be at no charge to the Customer. If a site visit has been scheduled, and if the Utility must later return to the premises due to inadequate preparation by the Customer or the contractor, or lack of adherence to the Utility's material or work specifications, the Customer will be responsible for the cost of the extra visit(s) at a rate of **\$55.00** per hour, with a minimum charge of one (1) hour per inspection.

The Utility will be responsible for installing the meter and other related appurtenances during Normal Business Hours of **7:00 a.m. to 3:00 p.m.**, Monday through Friday. At its discretion, the Utility may subcontract out any part of the work .

The costs to the Customer for all Utility installed and subcontracted portions of the installation will be as follows:

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**Scott Abbotoni, Water Division Manager**

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

- The Utility will charge **\$55.00** per person, per hour, one (1) hour minimum, for all work performed by the Utility and for the inspection and approval of contracted work during Normal Business Hours. The charge for Other Hours will be **\$165.00** per person, per hour, one (1) hour minimum.
- Costs of necessary labor, equipment rental, if applicable, materials, and parts, including the cost of the meter.

Prior to the onset of the work, 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. A final reconciliation of job costs will be provided upon completion. If applicable, the Utility will return any excess deposit at that time. If the actual cost exceeds the deposit, the Customer must pay the additional amount as a condition of service, as per the agreement between the Utility and the Customer.

**29.8. 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.

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

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

**31. 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.

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

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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.

- 32. UTILITY JOBBING.** In accordance with **Commission Rules, Chapter 62**, Jobbing is the provision of unregulated Utility services, such as construction services. A Customer must complete a written application before a Utility will provide unregulated Utility service. 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 a deposit equal to the Utility's written estimate. The Utility will return any excess deposit upon completion of the work. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion.

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

- 33. PRIVATE FIRE PROTECTION.** Customers requesting Private Fire Protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer's expense. Any special fire Service Line within the bounds of the public way or 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 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. The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The Utility may require the owner, as a condition of service, to determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Any Customers choosing to test/flush Service Pipe(s) or apparatus must give the Utility at least two (2) business days' notice so a representative of the Utility can be present to observe the test. The Customer must first receive written permission of the Utility. The owner may also be required to perform certain additional tests and maintenance on the system, in order to be consistent with the health or safety standards of the Utility and the water system. 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.

- 34. CHARGE TO FLOW TEST HYDRANTS.** The charge to perform public or private hydrant flow testing will be billed at the following rates, if a flow test has been done at the requested location within the past five (5) years of the requested test date: **\$55.00** for the first flow test and **\$27.50** for each additional flow test during Normal Business Hours, plus the cost of water. If the most recent flow test is older than five (5) years, there will be no charge for the requested flow test. Under all circumstances, at the Utility's discretion, the Utility shall have a representative present to observe or conduct the flow test. No hydrant flow testing will be performed during winter conditions, December 1 – March 31.

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35. **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. Fire hydrants must not be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or the owner.

The Utility reserves the right to meter any fire line where it has reason to believe water is being taken for purposes other than fire protection.

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*/S/* Scott Abbotoni  
Scott Abbotoni, Water Division Manager