



RICHMOND UTILITIES DISTRICT

Terms and Conditions

FOURTH REVISION

DOCKET NO: 2025-00085
EFFECTIVE DATE: April 9, 2025

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The following Terms and Conditions adopted by the Richmond Utilities 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: Maine Public Utilities Commission.

Customer: Any person or business who has applied for Utility service, has been accepted to receive Utility service, 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: A location at which water service is sought or is being rendered.

Jobbing: Work that the Utility agrees to do, at the Customer’s expense, which is outside the scope of regulated Utility service.

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

Main: A water pipe/line, used to distribute water within the Utility’s water system. The main is owned, operated and maintained by the Utility. The main excludes the Customer’s water service pipe/line.

Multi-Unit Establishment: 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: Hours between 9:00 a.m. – 3:30 p.m., Monday – Friday (excluding holidays) that the Utility is open to the public to transact business.

Other Hours: Hours that are not defined as Normal Business Hours.

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 Main. (2) except as provided under Chapter 65 §2 (3), 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.

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

Service Pipe or Line: A water line connecting the water Main to the premises of the Customer.

Short-Term Seasonal Rental Property: Seasonal rental property for which the rental period is less than one month.

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

Total Account Balance: The total water and sewer amount owed by a Customer that has been properly billed.

Total Amount Overdue: 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.

Utility: Refers to the Richmond Utilities District.

Section 1. UTILITY SERVICE AREA

Pursuant to 1961 Maine Private and Special Law Chapter #154 approved April 24, 1961, the Utility is permitted to serve the Town of Richmond and portions of the Town of Bowdoinham, as specified in said Chapter, for purposes of supplying the inhabitants with pure water for domestic, sanitary, manufacturing, and municipal purposes.

Section 2. APPLICATION FOR SERVICE

Pursuant to Commission Rules, Chapter 620 the owner, owner’s agent, or the occupant of the Establishment to be served must apply for new service or a change of service using forms provided by the Utility.

A tenant may become a Customer if the tenant assumes all responsibility for future service under the conditions set forth in 35-A M.R.S.A. Sec. 706(2), and Commission Rules, Chapter 660. If Short-Term Seasonal Rental Property, only the property owner may be an applicant for service. 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 based on the expected water usage at the Establishment to be served. 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.

Section 3. BILLING PROCEDURES

Minimum charges for annual metered service and annual flat rate charges shall be billed quarterly in advance. Water usage above the allotted quantity established under the minimum charge will be billed in arrears at the end of the billing quarter. The Utility reserves the right to bill monthly in advance. Seasonal minimum meter charges will be billed after the meter is set for the season. Bills for water used in excess of the minimum amount will be billed after the final reading for the season. The Utility reserves the right to render bills quarterly or monthly for excess water used by seasonal Customers. Seasonal flat rate charges will be billed after the service is turned on for the season. No seasonal meter will be installed until past due balances are paid in full, or a payment arrangement has been established in accordance with Commission Rules, Chapter 660.

Public and Private Fire Protection charges shall be due and payable in advance, each year, on a quarterly

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basis. The Utility reserves the right to bill monthly. All bills shall be payable at the office of the Utility or at any designated collection station.

Section 4. CREDIT AND COLLECTION PROCEDURES

All credit and collection procedures for both residential and non-residential Customers will be based upon Commission Rules, Chapter 660, and Chapter 870. The Utility 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 for payment must be no less than twenty-five (25) days after the bill is mailed, electronically mailed, or hand delivered 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 charge for overdue bills will be no more than the maximum amount allowed pursuant to Commission Rules, Chapter 870, to be determined annually.

Section 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 correct billing addresses. Failure of the Customer to receive their bill does not relieve them of the obligation of payment for services received nor from the consequences of non-payment.

The Utility will not accept more than one dollar in coins for payment. If more than one dollar in coins is received, it will not be applied to the customer’s account. The district will notify the customer that the coins may be picked up at the district office. If the customer fails to pick up the coins within 14 days of notice by the district, the coins will be forwarded to the State of Maine Unclaimed Property Division.

Section 6. RETURNED CHECKS CHARGE

In accordance with Commission Rules, Chapter 870, any Customer whose check is returned for nonpayment 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 the financial institution charges the Utility, not to exceed \$15.00 for each check returned for non-payment. If the Customer is charged more than \$5.00, the Utility will provide the Customer a copy of the financial institution’s charges upon request.

Section 7. ESTABLISHMENT OF SERVICE CHARGE

The Utility will charge \$25.00 to establish water service during Normal Business Hours, Monday through Friday. The charge during Other Hours is a minimum charge of \$81.00. Establishment of service charges are due and payable prior to service connection.

Section 8. RESTORATION/RECONNECTION OF SERVICE CHARGE

The Utility will charge a Customer Restoration/Reconnection fee for restoration of service at the

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Customer’s premises for any reason allowable under Commission Rules, Chapter 660 and these Terms and Conditions. The Restoration/Reconnection charge for resumption of service will be \$40.00 per hour, one (1) hour minimum, during Normal Business Hours Monday through Friday. During Other Hours, the charge for resumption of service will be \$81.00 per hour, one (1) hour minimum.

Section 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 actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge the Customer a collection fee of \$30.00.

Section 10. RETURN TRIP CHARGE

The Utility may charge a Customer a Return Trip Charge of \$40.00 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.

Section 11. ABATEMENTS

The Utility may provide an abatement to a Customer for an out of the ordinary event under the below listed conditions. It is solely the decision of the Utility whether the following conditions have been met:

- a. A leak or break occurred at the Customer’s premises not resulting from Customer negligence; and,
- b. The leak or break was repaired, or the water shut off while awaiting repair within a reasonable time; and,
- c. The Customer requested the abatement within twenty-five (25) days of receipt of the bill in question; and,
- d. The Customer has had an account at this location for at least one-year prior to the request; and,
- e. No abatements within the past five (5) years have been granted to this Customer at any location within the Utility.

If all the above-specified conditions are met, the Utility may provide an abatement pending trustee approval. The abatement will not exceed half the difference between the bill in question and what the bill would have been based on the usage for the same billing period from the previous year. The Utility will review each abatement request on an individual basis and grant or deny abatements based on available information.

Section 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 must offer the tenant the right to take responsibility for future payments.

Section 12.1 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 (1) Apply any existing deposit to the current account balance, and (2) Assess, against the property owner, a collection fee of \$81.00 in addition to any applicable reconnection fee set

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forth 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.

Section 13. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES

Pursuant to Title 35-A MRSA §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 \$134.49 or over ninety days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 13.5 is applicable.

Section 13.1 Billing

Bills for the Utility shall be issued in accordance with Commission Rules, Chapter 660 and with Section 4 of these Terms and Conditions.

Section 13.2 Disconnection and Reconnection

A fourteen (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.

Section 13.3 Collection Action

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

Section 13.4 Limitation for Multiunit Rental Facilities of Greater than Two Unit

Pursuant to 35-A MRSA §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.

Section 13.5 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.

Section 13.6 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.

Section 13.7 Dispute Resolution

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

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Section 13.8 Annual Filings

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

Section 13.9 Assistance Programs

Pursuant to Title 35-A MRSA §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.

Section 14. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTION OR RECONNECTION REQUESTED BY THE CUSTOMER

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

Normal Business Hours, \$40.00 per person, one (1) hour minimum, plus the cost of equipment rental, if applicable. Other Hours, \$81.00 per person, one (1) hour minimum, plus the cost of equipment rental if applicable.

Section 15. SERVICE INTERRUPTION

Water service may be interrupted when necessary to repair or maintain the Utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety, or substantial property damage; or for reasons of local, state, or national emergency. The Utility will provide notice of any planned shut-off to affected Customers at least twenty-four hours in advance of the interruption of service. The Utility will give notice of any unplanned shut-off when practicable. Commission Rules, Chapter 660 provides detail about reasonable notice to affected Customers.

Section 16. LOW PRESSURE AREAS AND LIMITED-SERVICE CONTRACTS

Distribution system low water pressure is twenty-five (25) pounds per square inch (PSI). 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 conditions.

The Utility will not extend Mains or render service to new Customers in low pressure areas unless a Limited-Service Contract is executed between the Customer and the Utility. Limited-Service Contracts must be approved by the Commission prior to rendering service.

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.

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Section 17.UNAUTHORIZED USE OF WATER

No Customer shall supply water to another nor use it for any purposes not mentioned in their application without prior Utility approval. No Customer or their agent shall obtain water from any hydrant or other fixture of the Utility without prior Utility approval.

No Customer or their agent shall bypass any meter, restore service without Utility authorization, unreasonably interfere with Utility service, or 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. The Utility shall be entitled to bill and recover the cost of the unauthorized water usage from the Customer or responsible person, 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 of \$40.00 per hour, one hour minimum, with a maximum fee of \$100 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 \$81.00 per hour, one (1) hour minimum.

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 not to exceed twenty-five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

Section 18.TAMPERING WITH UTILITY PROPERTY

No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shut-off, hydrant or standpipe, which is the property of the Utility, shall be opened or closed or otherwise operated by persons other than authorized by the Utility. Tampering will subject a Customer or other responsible person to the same charges and actions outlined in these Terms and Conditions §17, *Unauthorized Use of Water*. In addition, in case of tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRSA §2707, as amended or replaced.

Section 19.MAINTENANCE OF PLUMBING

Pursuant to Commission Rules, Chapter 620, to prevent leaks and damages, 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 considered a danger to the water system will be cause for immediate disconnection of the Customer. When a leak is discovered that is not considered an imminent threat to the system but may be a long-term or cumulative danger, the Customer will be notified in writing by the Utility and will be given a reasonable amount of time to repair the leak. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to Commission Rules, Chapter 660.

Section 20.ACCESS TO PREMISES

Pursuant to Commission Rules, Chapter 620, as a condition of service, employees of the Utility by providing proper identification to either the Customer or owner, shall have reasonable access at all reasonable hours to all premises served by the Utility to permit the inspection of plumbing and fixtures,

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to set, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Terms and Conditions.

Section 21. LIABILITY

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

Section 22. CROSS CONNECTIONS

Pursuant to Commission Rules, Chapter 620, 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.

Section 23. BACK-FLOW PREVENTION DEVICE TESTING

Customers with testable back-flow devices are responsible for completing device testing according to the Utility schedule, available in the Utility office. The Customer must select a certified professional to comply with this requirement and pay the charges for the testing, and for any necessary repairs directly to the contractor. Upon completion, the Customer must send the Utility a copy of each signed certified test. If a Customer does not comply with the testing requirement or does not make repairs necessary to maintain full functionality of the device, the water service will be disconnected as a dangerous condition, pursuant to the Utility’s Cross Connection Control Program and Commission Rules, Chapter 660.

Section 24. STOP VALVE

Pursuant to Commission Rules, Chapter 620, as a condition of service every service must be provided with a minimum of one operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. The Utility may require a second valve located after the meter. All plumbing must be installed to comply with applicable plumbing codes to prevent back-siphonage and to permit draining whenever necessary.

Section 25. FLUCTUATION OF PRESSURES BY CUSTOMER’S APPARATUS

Pursuant to Commission Rules, Chapter 620, as a condition of service, a Customer may not install or use any device which will affect the Utility’s pressure or water quality without prior written permission by the Utility.

If permission is granted, the Utility may require the Customer to confine or reduce such fluctuations to

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limits determined by the Utility. Failure to comply may result in termination of service in accordance with Commission Rules, Chapter 660.

Section 26. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES

Pursuant to Commission Rules, Chapter 620, as a condition of service, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or 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.

Section 27. JOINT USE OF SERVICE PIPE TRENCH

Pursuant to Commission Rules, Chapter 620, the Utility shall not place water pipes in the same trench with other utilities facilities. 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 or joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

Section 28. CONSERVATION

All Customers shall minimize the waste of water. Pursuant to Commission Rules, Chapter 620, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit the use of hoses, lawn sprinklers, and non-agricultural irrigation systems. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system. Water will not be supplied on flat rates for any continuous flow device. The Utility will decide what constitutes waste or improper use and will restrict usage when necessary.

Section 29. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS

The Customer may receive water through a meter upon application to the Utility. In accordance with Commission Rules, Chapter 620 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.

Section 29.1 Metering

No Customer shall supply water to another, nor use it for purposes not mentioned in their application without prior written approval of the Utility. At its discretion, the Utility reserves the right to require separate piping, meter and shut-off valves for each building as a condition of service, except as provided in Commission Rules, Chapter 660 and Chapter 65. Where there is more than one abode or business in a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate piping, separate shut-off valves and separate 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 valves, and

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

All water meters installed in 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. Once installed, the location of the Meters 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 owner shall bear the cost of meters and installation. The installation of the individual meters shall be installed in a common location, with keyed access from the exterior of the building and shall be installed in accordance with the Utility’s requirements. If meters cannot be installed in a common location with access from the exterior of the building, then individual Service Lines with curb stop valves must be installed into the building. The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room. All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface. Meters shall be located in a clean, dry, warm and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

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

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

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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 §29.

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 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

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.

Section 29.2 Submetering

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

Section 29.3 Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment

Pursuant to Commission Rules, Chapter 620, the Utility may charge a Customer for the costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to negligence or improper care by Customers. The Customer will be charged a rate of \$40.00 per person, per hour during Normal Business Hours, Monday through Friday, and \$81.00 per person, per hour for Other Hours for the cost of removing or replacing a damaged meter, plus a repair fee based upon the size of the meter and damaged caused to the meter.

In all cases the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in these Terms and Conditions §14 *Charges for Removal of Snow, Ice, or Other*

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Obstacles During Disconnections Requested by the Customer, if snow, ice, or other obstacles must be removed to complete the requested repair, total hours and equipment fees for the removal service will be added to the total charge for this section.

Section 29.4 Meter Testing

The Utility will test its water meters according to Commission Rules, Chapter 620. Upon Customer request, the Utility will test the Customer’s water meter in the presence of the Customer or representative, at no charge unless the Customer requests more than one (1) test in eighteen (18) months.

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 620. If the meter conforms to standards, the Utility may keep the Customer’s deposit and continue to use the meter at the Customer’s premises.

Section 29.5 Meter Pits and Vaults

The Utility discourages the use of meter pits or vaults due to accessibility and safety issues. The use of meter pits or vaults will be considered on a case-by-case basis and requires prior written Utility approval in accordance with Commission Rules, Chapter 620.

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 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.

Section 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.

Section 29.7 Service Lines and Meters

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

The Customer may choose to contract with the Utility to install the Service Line from the Main to the curb-stop, or contract with a Utility approved private contractor to complete the installation. The

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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 MRSA §6106, and Commission Rules, Chapter 620, the Customer shall install at the Customer’s expense, and shall own and maintain the Service Pipe(s) from the curb stop to the Customer’s premises. The costs incurred by the Customer shall include equipment rental, labor, materials, and necessary appurtenances for installation, including the meter. The Utility shall require individual Service Pipe(s) for individual properties, lots, or land parcels regardless of ownership of the properties, lots, or land parcels and that the Service Pipe(s) is installed in accordance with the Utility’s standards and material specifications.

The Customer will be responsible for obtaining Utility approval for the work. In addition, the Customer will contract with a Utility approved professional for the excavation and installation from the curb stop into the building and for the piping across the roadway, if necessary. The Customer will pay all contractor charges.

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

The Utility will be responsible for the installation of the meter and other related appurtenances during Normal Business Hours. At its discretion, the Utility may sub-contract any part of this work. The costs to the Customer for all Utility installed and sub-contracted portions of the installation are as follows. The Utility will charge \$40.00 per hour, one (1) hour minimum, for all work performed by the Utility and for the inspection and approval of contracted work during Normal Business Hours. The charge for Other Hours will be \$81.00 per hour, one (1) hour minimum. The cost of necessary labor, materials, and equipment rental, if applicable, including the cost of the meter.

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

Section 29.8 Remote Reading Registers

The Customer shall pay for the remote register and installation. Pursuant to Commission Rules, Chapter 620, the equipment shall be owned and maintained by the Utility.

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Section 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 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 estimate of the cost of the proposed water Main extension, and separate estimates of the Cost of Service Pipe(s) to serve the Customers requesting the Main extension.

Section 30. ALTERATIONS IN FIXTURES

No Customer supplied with water on flat rates may install any additional fixtures or alter any previously installed fixtures without first giving written notice to the Utility.

Section 31. WINTER CONSTRUCTION

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 32. TEMPORARY SERVICE

In accordance with Commission Rules, Chapter 620, when impractical for the Utility to provide water service directly to a Customer, water service may temporarily be served from an adjacent property receiving service. Both the Utility and owner of the adjacent property receiving service must authorize the use of temporary service. The Customer requesting water service will be responsible for all expenses associated with providing temporary service to the premises. The Utility shall have no obligation to make an investment to serve a temporary Establishment. If however, service is installed at the Customer’s expense and water service is taken for the following five (5) consecutive years after the initial provision of service, or if the factors causing the Utility to believe that the Establishment was temporary are removed, the Establishment shall be considered permanent and the Utility shall refund to the Customer any expenses borne by the Customer which would otherwise have been borne by the utility with interest compounded annually.

Section 33. UTILITY JOBBING

In accordance with Commission Rules, Chapter 620, 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 Customer must pay a deposit equal to the Utility’s written estimate. Unless the work is done on a flat rate basis, the Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion. Jobbing rates are established annually by the Utility and are available upon request.

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Section 34. PRIVATE FIRE PROTECTION

A Customer requesting Private Fire Protection must contract the Utility to determine the availability of fire service at their location. Fire service, if available, will be installed at the Customer’s expense. Any special fire Service Line within the 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 owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Any Customer choosing to test/flush Service Pipe(s) or apparatus must give the Utility at least two (2) business days’ notice. The Customer must first receive the written permission of the Utility. The Customer must also compensate the Utility for both the actual costs of any public notice of the test/flush, determined by the Utility to be reasonable and necessary, and also the cost of any flushing of the system determined by the Utility to be reasonable or necessary to correct any discoloration of water caused by the Customer’s test/flushing.

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

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