

**Sabattus Sanitary District
Terms and Conditions**

Filed December 2011

Fifth Revision

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EFFECTIVE: 1/1/2012

DOCKET NO: 2011-453

**CONNIE CASTONGUAY, CHAIRPERSON
SABATTUS SANITARY DISTRICT**

TERMS AND CONDITIONS

Sabattus Sanitary District, Water Division

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The following Terms and Conditions made by the Sabattus Sanitary District, Water Division 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

The word "Commission" refers to the Maine Public Utilities Commission.

The word "Utility" refers to the Sabattus Sanitary District, Water Division.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service.

The word "Main" means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but is not water Service Pipe.

The words "Service Pipe" mean the pipe running from the Main to the premises of the Customer.

1. UTILITY SERVICE AREA. As permitted in the Sabattus Water District Charter, 1977 Private & Special Laws, Chapter 33, Section 1; as dissolved and acquired by the Sabattus Sanitary District in 1995 Private & Special Laws, Chapter 26, S. P. 411 – L. D. 1099; and approved by the Maine Public Utility Commission and the voters of the Town of Sabattus, the Utility is permitted to serve the territory and inhabitants within the boundaries of the Town of Sabattus.

2. APPLICATION FOR SERVICE. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. If seasonal rental property, only the property owner may be an applicant for service. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706(2), Chapter 660, Sec. 10(I)(2) of the Commission's Rules and Regulations, and under Section 11 below. 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.

3. SEASONAL CUSTOMER. A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to annual rules and charges.

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4. BILLING PROCEDURES. Annual minimum meter charges shall be billed quarterly in advance and water used in excess of the minimum for annual metered service shall be billed quarterly in arrears. The Utility reserves the right to render bills monthly if it so desires.

Seasonal flat rate charges or seasonal minimum meter charges will be billed in advance after the meter is set for the season. If applicable, bills for water used in excess of the minimum shall be billed immediately after the final reading for the season. The Utility reserves the right to render bills quarterly for excess water used by seasonal Customers.

Annual public and private fire protection charges will be billed in advance on a quarterly basis.

Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment.

5. CREDIT AND COLLECTION PROCEDURES. All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from a Customer as permitted by Chapter 660. Pursuant to Chapter 870, the interest rate on Customer deposits shall be the rate set from time to time by the Commission.

6. TERMS OF PAYMENT. Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of payment for services received nor for the consequences of non-payment. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action, will be no less than 25 days after the bill is mailed or hand delivered. The late payment charge for overdue bills will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually.

7. CHARGE FOR RETURNED CHECKS. As provided in Chapter 870 of the Commission's Rules and Regulations, the Utility may charge the greater of \$5.00 per account to which the check is applied or the amount the bank charges the Utility, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Utility charges more than \$5.00, the Utility will furnish the customer with proof of the bank charge.

8. CHARGES FOR ESTABLISHMENT OF SERVICE. The Utility will charge \$13.00 to establish water service if it is not necessary for the Utility to visit the premises to connect the service. If it is necessary for the Utility to visit the premises to connect the service, the Utility will charge \$41.00 during the normal business hours of 6:30 a.m. to 3:00 p.m., Monday through Friday. During holidays and other than normal business hours, the charge will be \$80.00, except during Sundays, Thanksgiving Day and Christmas Day, the charge will be \$117.00.

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9. COLLECTION TRIP FEE. If Utility personnel visit the Customer's premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of **\$20.00**, as permitted in Chapter 660 of the Commission's Rules and Regulations.

10. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE. The Utility will charge a Customer a reconnection fee for restoration of service at the Customer's premises, if service was disconnected for any reason allowable under Chapter 660 of the Commission's Rules and Regulations and/or under these Terms and Conditions, including but not limited to at the Customer's request. The charge will be **\$41.00** during the normal business hours of **6:30 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and other than normal business hours, the charge will be **\$80.00**, except during Sundays, Thanksgiving Day and Christmas Day, the charge will be **\$117.00**.

11. DISCONNECTION OF LEASED OR RENTED PROPERTY. Before disconnecting a leased or rented residential property, the Utility shall comply with the required notice requirements contained in Chapter 660 of the Commission's Rules and Regulations, and must offer the tenant the right to take responsibility for future payments.

Leased or Rented Single-meter, Multi-unit Residential Property: Pursuant to Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a collection fee of **\$95.00** in addition to any applicable reconnection fee set forth in Section 10 of these Terms and Conditions.

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

12. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS 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. 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: **\$ 41.00** per man-hour during the normal business hours of **6:30 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and outside normal business hours, the charge will be a minimum of **\$80.00** per man, with time above two hours billed at **\$35.00** per man-hour, with the following exception. During Sundays, Thanksgiving Day and Christmas Day, the charge will be a minimum of **\$117.00** per man, with time above two hours billed at **\$54.00** per man-hour. In each case, the Customer will be charged for 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 from this section will be added to the totals in Section 26D and calculated together.

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13. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES. Pursuant to Title 35-A MRS §6111-C and Chapter 660 of the Commission's Rules and Regulations (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 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 Chapter 660 with Section 4 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 Chapter 660.

13.4 Collection Action. Subsequent collection actions, including disconnection and reconnection, shall be in accordance with 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 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.

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 Chapter 660 and with these Terms and Conditions.

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13. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES (continued).

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

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

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

14. UNAUTHORIZED USE OF WATER. No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or his 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 Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$41.00 per hour**, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee will be a minimum charge of **\$80.00**, with time above two hours billed at **\$35.00 per hour**. In no case shall the total of such hourly fees exceed **\$100.00**. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

15. NO TAMPERING WITH UTILITY PROPERTY. No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by other than persons authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 14, 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 MRSA §2707, as amended or replaced.

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16. MAINTENANCE OF PLUMBING. Pursuant to Chapter 620 of the Commission's Rules and Regulations, a Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break that is considered an imminent threat to the delivery system will be cause for immediate disconnection of the Customer.

If 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 subject to a 30 day disconnection notice. The Customer can avoid disconnection by repairing the leak, as required by the Utility, prior to the disconnection date.

17. ACCESS TO PREMISES. Pursuant to Chapter 620 of the Commission's Rules and Regulations, as a condition of service, Customers shall provide access for Utility employees with proper identification to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to ascertain the amount of water used and manner of use; and to enforce these Terms and Conditions.

18. 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 MRSA, Chapter 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.

19. SERVICE INTERRUPTION. As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off. Pursuant to Chapter 620, if a Customer requests, the Utility will make a pro rata reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not due to negligence or improper care of equipment by the Customer.

20. CROSS CONNECTIONS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine Cross Connection Control Rules 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 or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 660 of the Commission's Rules and Regulations. The Utility's Cross Connection Control Program is on file at the Utility office.

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21. STOP VALVE. Pursuant to Chapter 620 of the Commission's Rules and Regulations, 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. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

22. 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 will 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 to Chapter 660 of the Commission's Rules and Regulations.

23. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility permission.

24. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. Pursuant to Chapter 620 of the Commission's Rules and Regulations, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or secondary system supplied by an automatic feed valve.

25. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to Chapter 620 of the Commission's Rules and Regulations, normally, water Service Pipes will not be placed in the same trench with other Utility facilities. Where possible, a horizontal separation of ten feet will be provided. 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.

26. METERING POLICIES.

A. Metering Policy for Multi-Unit Developments. The Trustees of the Utility adopt this metering policy for application to existing and future units in multi-unit developments in the Utility's service territory. With the specific exception of hotels and motels and as otherwise specifically excluded in this section, this policy applies to all multi-unit developments, including condominiums, apartments, mobile home parks, cottages, commercial and retail units and other similar units within residential and commercial developments. This policy also applies to all conversions of an existing building or buildings to multi-unit residential or commercial developments. The purpose of this policy is to promote water conservation, to bill Customers based upon their individual water usage and to ensure fairness in collection.

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26. METERING POLICIES.

A. Multi-Unit Developments (continued). The Utility's policy is to require that each existing and future residential or commercial unit in a multi-unit development be individually metered, including units in a single building and units in multiple buildings in a larger development. In most cases, the water service shall remain private and it shall be owned and maintained by the owner of the multi-unit development complex or building, or in the case of a condominium development, by the condominium association. Design, construction and installation of the system, including the sizing, location and installation of meters, associated valves and backflow prevention devices, shall comply with all Utility specifications and construction standards.

The Utility shall have the authority to enter the property of any multi-unit development at all reasonable times, to install, inspect, read, repair, remove or replace meters, associated valves, backflow prevention devices and other associated equipment or do other associated work, in order to accomplish the purposes of this policy.

In the case of multi-unit, time-share developments, each unit shall be individually metered, but all meters within the same time-share development complex shall be billed to the complex owner, association, corporation or other responsible entity.

As an exception to this policy, the Utility will consider, on a case by case basis, at the request of the owner(s), the master metering of multi-unit or multi-site campgrounds and RV parks that are principally used by transient campers or guests utilizing mobile tents, campers, recreational vehicles, motor homes or similar equipment that is easily moved from a site and is not designed or used for long-term use at a single site. Campgrounds and RV parks that are master metered and subsequently add or convert individual sites or units to non-transient or long-term use shall have all such sites or units individually metered.

The Utility reserves the right to waive application of this policy with regard to multi-unit developments when the Utility, in its judgment believes that the installation of separate meters and associated equipment would not be technically or economically feasible or reasonable.

Any additional or auxiliary meters provided by an owner showing subdivision of water, not employed by the Utility as part of its Metering Policy for Multi-Unit Developments must be furnished, installed, read and maintained at its expense.

B. Metering of Multi Occupant Buildings/Premises. Except as provided in Chapter 660 of the Commission's Rules and Regulations, where there is more than one occupant of a building, the plumbing must be so arranged by the owner as to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. At the Utility's discretion, this requirement may be applied to premises with multiple single-family buildings and/or trailers that are not part of a development, to prevent the practice of one building or trailer piping water to another structure.

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26. METERING POLICIES (continued).

C. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment.

Pursuant to Chapter 620 of the Commission's Rules and Regulations, the charges to a Customer for costs incurred for the repair or replacement of meter(s) or other utility equipment damaged due to improper care or negligence by the Customer are as follows: During the normal business hours of **6:30 a.m. to 3:00 p.m.**, Monday through Friday, the charge will be **\$41.00** per hour with a minimum charge of one hour. During holidays and other than normal business hours, the charge will be a 2 hour minimum of **\$80.00**, with each additional hour billed at **\$35.00**, with the following exception. During Sundays, Thanksgiving Day and Christmas Day, the charge will be 2 hour minimum of **\$117.00**, with each additional hour billed at **\$54.00**. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in Section 12 of these Terms and Conditions, if obstacles must be removed in order to complete the repair, the equipment fees and labor hours for the removal services will be added to the totals from this section and calculated together.

D. Meter Pits. As permitted in Chapter 620 of the Commission's Rules and Regulations, the Utility reserves the right to require a meter pit at the Customer's expense if the Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances. A Customer may select any Utility-approved contractor for the installation, excluding the meter hook-up, which will be completed as specified in section 27A of these Terms and Conditions and in the Utility Rate Sheets. The Customer will pay the contractor directly for all charges. All work and materials must comply with the Utility's approved standards and specifications, available in the Utility office. The Utility also reserves the right to preapprove the meter pit design.

Prior to connecting the meter, the Utility will inspect the installation during normal business hours, at a cost to the Customer of **\$41.00** per hour. If a site visit has been scheduled, and the Utility must later return to the premises due to inadequate contractor preparation or a lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s). All charges for inspection and for meter hook-up must be paid prior to initiation of service.

E. Meter Testing. The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules and Regulations. 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 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 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.

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27. MAIN EXTENSION AND SERVICE PIPE POLICIES.

A. New Service Pipe and Meters. As permitted in 35-A MRSA §6106, each applicant for a new water service will be responsible for the costs of the entire Service Pipe, including opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation, including the meter. Ownership of, maintenance of, and responsibility for the Service Pipe and meter after installation will be governed by Chapters 620 and 650 of the Commission's Rules and Regulations.

The Customer will be responsible for obtaining the Utility's written approval for the work. The Customer will contract with a Utility-approved professional for the excavation from the Main into the building and for the installation from the curb stop into the building, including connecting the water line from the meter horn to the Customer's system. The Customer will also be responsible for supplying all fittings and a check valve after the meter. All contractor charges will be paid by the Customer directly to the contractor.

The Service Pipe location will be set or reviewed by the Utility prior to excavation and must be installed to applicable plumbing codes and to Utility work standards and material specifications, which will be provided by the Utility to the Customer and the contractor. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. 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 specifications, the Customer will be responsible for the cost of the extra visit(s).

The Utility will be responsible for installing the service from the Main to the shut-off, for tapping the Main, and for providing and installing the meter and meter horn. The size of the meter will be solely determined by the Utility. At its discretion, the Utility may subcontract out any part of this work. In addition, the Utility will contract piping across the road, if needed. The costs to the Customer for the Utility/subcontractor-provided work and materials are as follows:

- Hook-up Fees, payable in advance, as approved by the Commission on the Utility Rate Sheets.
- A charge of **\$41.00** per hour for changes to the Customer's pipe, if needed for the installation, and for the inspection and approval of contracted work.
- Cost of Utility provided materials and supplies, not elsewhere noted in this section or on New Hook-up Section of the Utility Rate Sheets.
- Contractor cost for piping across the road, whether boring or opening the road, plus additional costs, including but not limited to digging, permits, and flagging, as required by the situation.

A written estimate will be prepared for the Customer, detailing the Utility-provided labor, materials, and equipment rental, and a deposit equal to the estimate will be collected prior to the Utility performing the work. A final reconciliation of the job costs will be done upon completion, and 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 per the written agreement between the Utility and the Customer, as a condition of service.

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27. MAIN EXTENSION AND SERVICE PIPE POLICIES (continued).

B. Extensions of Mains. All water Main extensions shall be installed at the applicant's expense, as permitted in 35-A MRSA §6106. Procedures related to the application and installation, as well as ownership and maintenance of the Main after installation, shall be in compliance with Chapter 650 of the Commission's Rules and Regulations. The applicant must complete a written application for the work, and a financial agreement taking responsibility for all costs.

The Utility reserves the right to preapprove the design. The applicant will be responsible for contracting a Utility-approved professional for the entire installation. All costs shall be paid directly to the contractor. The work must be completed to applicable State and local requirements and to Utility work standards and material specifications, which will be made available to the applicant and the contractor. The contractor may also be required to purchase materials from the Utility to ensure compatibility with the Utility's pipe and equipment. If so required, these costs must be paid to the Utility prior to the initiation of any work.

In order to manage and inspect the process, a Utility representative will be present intermittently during the installation. There will be no charge to the applicant for the Utility performing this service. The Utility may stop the installation at any time if it discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications.

C. 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.

28. UTILITY JOBBING. A Customer must complete a written application before a Utility will provide unregulated Utility service. As permitted in Chapter 620 of the Commission's Rules and Regulations, a 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.

29. CONSERVATION. All Customers should minimize unnecessary waste of water. Pursuant to Chapter 620 of the Commission's Rules and Regulations, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit waste or improper usage, including but not limited to, the use of hoses and lawn sprinklers.

30. FIRE HYDRANTS. Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In the case of fire extinguishment, the fire department will notify the Utility of hydrant use within a reasonable time of declaring the fire under control. 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.

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31. PRIVATE FIRE PROTECTION. Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer's expense within the bounds of the public way or right of way; after installation, the line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission's Rules and Regulations. Private fire protection charges are billed quarterly. The Utility does not guarantee any quantity of water or pressure available through a fire protection service.

The Utility reserves the right to require the owner of the service to determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. If required, timely notice must be given to the Utility so a representative of the Utility can be present to observe the test.

EFFECTIVE: 1/1/2012

DOCKET NO: 2011-453

CONNIE CASTONGUAY, CHAIRPERSON
SABATTUS SANITARY DISTRICT