

**TERMS AND CONDITIONS**

**PITTSFIELD WATER WORKS**

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TERMS AND CONDITIONS**

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The following Terms and Conditions made by the Pittsfield Water Works and filed with the Maine Public Utilities Commission will, upon application for or acceptance of water service, constitute a contract between the Customer and the Utility, and the Customer will be considered to have agreed 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 words "Commission's Rules" refers to Rules of the Commission, 65-407 CMR.

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

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

The words "Service Pipe" means the water pipe, including associated plumbing and fixtures, running from the Main to the premises of the Customer.

The word "Utility" refers to the Pittsfield Water Works.

**1. GENERAL PROVISIONS**

a. Application for Service. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner, or the agent of the owner, or the occupant, of the establishment premises to be served by the Utility may apply for water 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, of the Commission's Rules and Regulations, and under Section 11 below. If a new service connection or other work on the establishment premises is required, the owner must authorize the Utility to enter the premises to do the necessary work.

b. Water Pipes. The Utility shall install, own and maintain the Main. The Customer shall pay for, install, own and maintain the Service Pipe. The portion of the service line in the public right of way will be owned and maintained by the Utility after installation.

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- 2. **SEASONAL CUSTOMER.** A seasonal customer regularly takes service for only a part 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, if in effect, or of annual rates, if seasonal rates are not 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 charges. The Utility shall charge a reconnection fee for each resumption of service in accordance with Section 7 below.
  
- 3. **BILLING PROCEDURES.** Minimum meter charges for annual metered service shall be billed quarterly in advance and water used in excess of the minimum will be billed in arrears at the end of the billing quarter, except that the Utility reserves the right to bill monthly in advance for annual metered service.

Seasonal minimum meter charges will be billed and due immediately after the meter is set for the season. Bills for water used in excess of the minimum amount will 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.

Public and private fire protection charges shall be due and payable in advance, each year, 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 office of the Utility or at any designated collection station. Failure of the Customer to receive the bill does not relieve the Customer of the obligation of payment nor for the consequences of non-payment.

4. **CREDIT AND COLLECTION PROCEDURES.**

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

**5. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES.** Pursuant to Title 35-A MRSA §6111-C and Chapter 660 of the Commission’s Rules and Regulations, the Utility may disconnect water service to Customers receiving sewer service for non-payment

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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.

**5.1 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.

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

**5.3 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.

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

**5.5 Limitation for Multi-unit Rental Facilities of Greater than Two Units.**

Pursuant to 35-A MRSA §6111-C, the Utility may not disconnect water service for non-payment of sewer service to a multi-unit 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.

**5.6 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 instruction 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.

**5.7 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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**5.8 Dispute Resolution.** The Utility shall resolve disputes, if applicable, in accordance with Chapter 660.

**5.9 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.

**5.10 Assistance Programs.** Pursuant to Title 35-A MRSA §6111-C and in 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.

**6. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall:

- a. Comply with the notice requirements in Chapter 660 of the Commission’s Rules; and
  - b. Must offer the tenant(s) 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:
- c. Assess, against the landlord a collection fee of \$100.00 in addition to any applicable reconnection fee set forth in Section 7 of these Terms and Conditions; and
  - d. Apply an existing deposit to the current account balance; and

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.

**7. RESTORATION OF SERVICE AND RECONNECTION FEE.** The Utility will charge a Customer a reconnection fee to restore services 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 reconnection fee for resumption of service shall be \$35.00 for each resumption of service made during the normal business hours of 7:00 am to 3:30 pm, Monday through Friday, and the reconnection fee during other than normal business hours is \$75.00 per hour with a minimum charge of \$75.00, at the Utility’s discretion.

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Before reconnection of a leased or rented multi-unit residential property, the Utility may require installation of separate meters for each dwelling unit at the expense of the property owner, payable prior to restoration of service.

**8. FEE FOR ESTABLISHMENT OF SERVICE.** Upon establishment of water service, the Utility will charge the Customer a fee of \$35.00 to establish water service during the normal business hours of 7:00 am to 3:30 pm, Monday through Friday, and, during other than normal business hours a fee of \$75.00 per hour with a minimum charge of \$75.00.

**9. COLLECTION TRIP FEE.** If Utility personnel visit a 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. TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. 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.

**11. CHARGE FOR RETURNED CHECKS.** As provided in Chapter 870 of the Maine Public Utilities Commission Rules and Regulations, the Utility may charges \$25.00 per account to which the check is applied or the amount the bank charges the utility, not to exceed \$25.00 for each check returned for nonpayment by a bank. If the Utility charges more than \$25.00, the Utility shall furnish the Customer with proof of the bank charge.

**12. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another premises, nor use water provided by the Utility for any purpose not mentioned in the Customer's application without prior Utility approval. No Customer shall obtain water from any hydrant or other fixture of the Utility without prior approval by 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 consumer 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 \$51.11 per hour, with

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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 \$75.00 per hour with a minimum one and one-half hour charge. 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.

**13. MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, a Customer shall maintain, at its own expense, the Service Pipe and associated plumbing and fixtures within the Customer’s 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 a threat to the Utility delivery system will be cause for immediate disconnection of the Customer. If a leak is discovered that is not considered an immediate 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 30 days to repair the leak. If the repair is not completed by that time, the Customer will be subject to a fourteen-day disconnection notice, pursuant to Chapter 660. Upon application to the Utility in accordance with Section 25, the Customer may request Utility Jobbing at the Customer’s expense to repair damage to the Service Pipe and/or plumbing, which is the Customer’s responsibility.

**14. NO TAMPERING WITH UTILITY PROPERTY.** No Customer may tamper with Utility property. No valve, shutoff, hydrant or standpipe, which is the property of the Utility, will be opened or closed or otherwise operated 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 12, 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.

**15. ACCESS TO PREMISES.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, as a condition of service, employees of the Utility having proper identification shall have free access to all premises supplied with water, at all reasonable hours to permit the inspection of plumbing and fixtures, to set,

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

**16. LIABILITY.** The Utility shall be immune from suit on any and all claims seeking recovery of damages, except as otherwise expressly provided by the Maine Tort Claims Act, as set forth in Title 14, Chapter 741 of the Maine Revised Statute Annotated. The Utility makes no representations or warranties about the suitability of the water for any particular purpose.

**17. SERVICE INTERRUPTION.** As specified in Chapter 660 of the Commission’s Rules and Regulations, the Utility will provide reasonable notice of any planned interruption of service to affected Customers. If the interruption is expected 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 interruption of service. 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 (48) hours and the interruption is not due to negligence or improper care of equipment by the Customer.

**18. METERING, NEW SERVICE LINE, AND MAIN EXTENSION POLICIES**

1. **Separate Metering of Buildings or Mobile Homes.** No customer shall supply water to another, nor use it for purposes not mentioned in his/her 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 or mobile homes as a condition of service.
2. **Metering of Multi-Unit Premises.** Except as provided in Chapter 660 of the Commission’s Rules and Regulations, where there is more than one occupant of a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility. Upon initiation of or conversion to metering, the cost of the meter and installation shall be borne by the Utility. All meters shall be set as close as possible to the point of entrance of the Service Pipe to the building. The Customer shall provide a warm, dry, and accessible location for the meter. The location of the meter, once set, may be changed at the request and expense of the Customer, but the change must be made by the Utility. Except as provided in Chapter 81 of the Commission’s

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Rules, where there is more than one occupant of a building supplied with water, the Utility may require the property owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility, for each place of business or abode.

3. **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 under the following circumstances:
- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
  - The service location makes discovery of a leak unlikely; 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 Customer does not furnish an otherwise suitable location for the meter.

The Customer will select a Utility-approved contractor for the installation, excluding for the meter, which will be provided and installed by the Utility at no cost to the Customer. If the Utility is selected as contractor, the work will be done as jobbing, as detailed in Section 37 of these Terms and Conditions. All work and materials must comply with the Utility’s approved standards and specifications, available in the Utility office.

The Utility reserves the right to inspect all materials and contractor work at no cost to the Customer, prior to connecting the meter, and may require work to be redone if the standards and specifications are not met. If a follow-up inspection is required due to inadequate preparation by the Customer or contractor, or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s) at a charge of \$50.00 per inspection. The Customer must pay all inspection charges for this installation as a condition of service.

4. **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 applications 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 Utility-provided application for the work and a financial agreement taking responsibility for all costs. The Utility reserves the right to engineer the plan or pre-approve the applicant’s plan, as specified in Chapter 650.

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The applicant will be responsible for contracting a Utility-approved professional for the entire installation, and all costs shall be paid directly to the contractor. The work must be completed to State and local requirements and to Utility work standards and material specifications, which will be provided to the contractor. [The contractor may be required to purchase materials from the Utility if no alternative, reliable source is available that ensures compatibility with the Utility’s pipe and equipment].

Prior to the initiation of work, the Utility will give a written estimate to the applicant for all Utility-provided services and materials, and a deposit equal to 100% of the estimate will be collected. 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 applicant must pay the additional amount as a condition of service, as per the written agreement between the Utility and the applicant.

In order to manage and inspect the process, a Utility representative will be present during the installation, at a cost of \$35.00 per hour to the applicant. If at any time, the Utility discovers work irregularities or a lack of adherence to the pre-approved plan or the standards and specifications, the Utility may stop the installation at the applicant’s expense, and require the work to be redone.

**5. New Service Lines 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 Line, excluding the meter, which will be provided by the Utility. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapter 620 of the Commission’s Rules and Regulations.

The Customer will be responsible for obtaining the Utility’s written approval for the installation prior to initiation of the work, and for contracting with Utility-approved professionals for the installation from the shut-off into the building, **excluding** the meter, but including the backflow preventer, meter horn, and all valves. The Customer will pay all contractor charges directly to the contractor.

The Service Line location will be set or reviewed by the Utility, and must be installed to Utility standards and specifications, available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installations and must be notified before they are buried or enclosed. If a site visit has been scheduled, and

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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 meter and the Service Line from the Main to the shut-off, including tapping the Main and piping across the road, if necessary. This work will be available during the regular business hours of 7:00 am to 3:30 pm., Monday through Friday. At its discretion, the Utility may subcontract out any part of the installation.

The costs to the Customer for the above-described Utility-provided labor, materials, equipment rental and subcontractors will be calculated as follows:

- A charge of \$35.00 per man-hour for installing the service line from the Main to the shut-off, for tapping the Main, installing the meter and for the inspection and approval of contracted work during normal working hours only.
- Costs of Utility-provided equipment rental, materials, and parts.
- Total costs, as billed to the Utility, for subcontractors deemed necessary by the Utility. This includes any and all costs for piping across the road as required, whether boring or opening the road, closing the road in compliance with State and local requirements, acquiring permits, flagging, and additional services, depending on the situation.

Prior to the onset of the work, a written estimate will be provided to the Customer, detailing the Utility-provided work and materials, and a deposit equal to the estimate will be collected. 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 a condition of service as per the agreement with the Utility.

**19. 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 Utility may charge a Customer for costs incurred for the repair, removal and/or replacement of meter(s) or other Utility equipment damaged or otherwise inoperable due to Customer

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negligence or improper care. During the normal business hours of 7:00 am to 3:30 pm, Monday through Friday, the charge will be \$35.00 per man-hour with a minimum charge of one hour; during holidays and outside normal business hours, there will be a 1-hour minimum charge of \$75.00 per man, with each additional hour above the minimum charged at the rate of \$75.00 per man-hour. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in Section 43 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 totals for this section and calculated together.

**20. 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’s 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 test in an 18-month period. If the Customer requests more than one test more during an 18-month period, the Utility may require the Customer to pay a reasonable deposit to cover the cost of each additional 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 of the Commission’s Rules. 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.

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

**22. STOP VALVE.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, every Service Pipe must be provided with a minimum of two operable stop valves located inside the building near the service entrance, one being before the meter and the second being placed after the meter, 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.

**23. 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 approval of the Utility. In addition, no connection capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any

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plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted. 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 rules are on file at the Utility’s office.

**24. FLUCTUATION OF PRESSURES BY CUSTOMER’S APPARATUS.**

Pursuant to Chapter 620 of the Commission’s Rules and Regulations, as a condition of service, A Customer may not install or use any device that will affect the Utility’s pressure or water quality without prior Utility written permission. Where a Customer has installed or proposes to install an apparatus which requires water in sudden and/or material quantities, impairing the pressure to the detriment, damage, or disadvantage of other Customers, the Utility reserves the right to require such Customer to install and maintain devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits determined by the Utility. If the Customer, after receiving written notice from the Utility, fails to present an acceptable remedial plan within a time limit set by the Utility, the Utility may disconnect service to the Customer in accordance with the requirements of Chapters 660 of the Commission’s Rules.

**25. 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 and maintain 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.

**26. UTILITY JOBBING.** Upon written application by a Customer, the Utility may agree to do work for the Customer outside the scope of regulated utility service at the Customer’s expense. As permitted in Chapter 620 of the Commission’s Rules and Regulations, if the Utility agrees to perform the work, the Customer must pay a deposit equal to the Utility’s written estimated cost of the work. 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.

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

**28. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to Chapter 620 of the Commission’s Rules and Regulations, normally, water Service Pipes will not

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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.

**29. CHARGE FOR FIXTURES.** All Customers billed on flat rates will be charged for all fixtures, whether used or not. If a hot and cold-water faucet supplies the same fixture, only one faucet will be charged. No water will be furnished for less than the first faucet rate.

**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.

**31. WASTE OF UNMETERED WATER.** Customers on flat rates must prevent all unnecessary waste of water. 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.

**32. USE OF HOSE AND LAWN SPRINKLER.** For purpose of flat rate billing, a hose is considered as such when used by hand only. A hose running unattended will be charged as a sprinkler according to the Utility’s rate schedule. When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses and sprinklers for metered and flat rate Customers.

**33. 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 event of fire extinguishments, 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. Customers are not allowed to hook onto fire hydrants to fill swimming pools.

**34. PRIVATE FIRE PROTECTION.** A Customer requiring private fire protection must consult with the Utility to determine the availability of fire service at the Customer’s premises. Fire service, if available, will be installed at the customer’s expense within the limits of the public right of way. The section of the fire service line in the public right of way will be owned and maintained by the Utility after installation, 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 Customer shall determine, from time to time, the adequacy of supply through the fire protection service by conducting tests of the

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private water system. Timely notice must be given to the utility so a representative of the Utility can be present to observe the test.

**35. AVAILABILITY.** A minimum notice of three (3) business days is required for all non-emergency work requests (final readings, shut-offs; turn-ons) unless the service has been disconnected for non-payment. The Customer is responsible for water service until the appropriate notice has been made. These services are available during regular business hours and someone must be on the premises if entry by the Utility personnel is required.

**36. BULK WATER SALES.** At the customer’s request and in compliance with the Utility’s policy on hydrants, the Utility may, at its discretion, allow for temporary bulk water from a hydrant for a construction site, storage tank, or other large container. A fee of \$25.00 per day of proposed connection will be assessed plus estimated water used and the Customer shall also pay a returnable damage deposit of half of the current cost for replacement of the hydrant. Hydrants will not be used to directly fill swimming pools.

**37. CONSERVATION.** The Utility shall take all reasonable steps to prevent unnecessary waste of water. Customers must prevent all 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 for all Customers, including but not limited to, the use of hoses and lawn sprinklers. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system.

**38. FLOW TESTS.** For flow tests of an individual hydrant or sprinkler system, the charge is \$75.00. For each additional hydrant or sprinkler system at the same site, the charge will be \$30.00.

**39. METER VALVE.** Every service must be provided with two operable ball valves located inside the building near the service entrance, easily accessible, and protected from freezing. All valving shall be so arranged as specified by the Utility.

**40. MOBILE HOME PARKS.**

- a. The Utility may require the owner of a mobile home park which has private ways or roads (“park”) to construct a meter enclosure for the installation of one or more master meters, at the Utility’s discretion, to measure the quantity of water received at the Park.
- b. The owner of a Park shall be responsible for installation and maintenance of private water mains, services, shutoffs, or service boxes in the Park.

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c. The owner of a Park licensed on or after the effective date of these Terms and Conditions ("New Park") shall install a master meter, and the owner shall be billed for all water received at the Park.

d. The Utility may require the owner of a Park to install an individual meter for each mobile home unit, as follows: units in a New Park; additional units to Parks licensed prior to the effective date of these Terms and Conditions; and units moved to occupy existing lots in a Park where the units are individually metered. In Parks which have individual meters for mobile home units, the owner of the Park shall install and maintain a service box and a shutoff before the meter at the owner's expense, and shall provide inside each mobile home unit a dry, warm and accessible location for a meter.

e. In a Park, which has both a master meter and an individual meter for each mobile home unit, the Utility may bill the owner of the Park for the difference in usage between the master meter reading and the sum of the individual meter readings.

**41. NEW METER OR SERVICE FEE.** The applicant requesting a new service shall not be required to pay a fee when the applicant submits the request for the new service. New Customers shall pay the following fees for services:

<u>Size</u>	<u>Service Inspection</u>
1" and less	\$145.00

For larger size services and meters and special circumstances, the Utility shall charge the Customer the actual cost of installation.

**42. SWIMMING POOLS.** Upon application by a Customer, the Utility may supply water to a transport company approved by the Utility for the purpose of filling a swimming pool. The fee for filling a swimming pool will be \$50.00 per load plus the metered charge for the water. Applications may be denied in the discretion of the Utility if conservation measures have been adopted or if such use would not be in the best interest of the Utility.

**43. 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 per trip: \$35.00 per man-hour during the normal business hours of 7:00 am to 3:30 pm, Monday through Friday. During holidays and outside normal business hours, the charge will be \$75.00 per man-hour \$75.00 minimum charge, with each additional hour above the minimum charged at \$75.00 per man-hour. In all cases, the Customer will be billed for the cost of equipment rental, if

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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 18D and calculated together.

**44. ABATEMENT POLICY.** 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:

- A leak or break occurred at the Customer’s premises not resulting from Customer negligence; and
- The leak or break was repaired or the water was shut off while awaiting repair within a reasonable time; and
- The Customer requested the abatement within 30 days of receipt of the bill in question; and
- The Customer has had an account at this location for at least one year prior to the request; and
- No abatements within the past 5 years have been granted to this Customer at any location within the District.

If the Customer is granted the abatement under the above specified conditions, the Utility will compare the water usage above the minimum on the abated bill to the Customer’s average water usage above the minimum for the four most recent billing periods prior to the abated bill. The abatement will be 50% of the cost of the difference, calculated at the rates in the abated bill.

**45. 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.

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