

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 1
REVISED

The following Terms and Conditions made by the Wiscasset Water 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

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

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted a 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 a water service pipe.

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

The word "Utility" refers to the Wiscasset Water District.

- 1. APPLICATION OF SERVICE.** 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 35-A M.R.S.A. Sec. 706(2), Chapter 660, Sec. 10(I)(2) of the Commission's Rules, and Section 4 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.

 - a. Application for Service Fee:** All new and transferred accounts will be assessed a Twenty Five dollar (\$25.00) new account service fee. The fee will cover all administrative costs associated with the establishment or transfer of accounts.
- 2. 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 charges.
- 3. BILLING PROCEDURES.** Annual metered rate charges are normally billed quarterly in arrears. All bills are due and payable upon presentation and shall be payable at the office of the Utility. The Utility does reserve the right to render bills monthly if it so desires.

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 1/1/12

DOCKET NUMBER: 2011386

2011-00386


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT


PAGE 2
REVISED

- a. **Non Receipt of Bill.** The Customer will be responsible for providing a correct billing/ mailing address. Failure of the Customer to receive his/her bill does not relieve him/her of the obligations of its payment nor for the consequences of non-payment.
- b. **Late Payment.** A late payment charge will be made on any outstanding balance after 30 days from the billing date. The late payment charge will be the maximum amount allowed under Chapter ⁶⁶⁰ 870 of the Commission's Rules.
- c. **Quarterly Meter Charges.** Minimum meter charges for Customer's shall be billed quarterly in arrears on the actual amount of water used. The Utility reserves the right to bill monthly in advance for annual metered service.
- d. **Tenant Billing.** For single family rental properties, the Owner will be required to co-sign a tenant billing agreement and will be held responsible for payment of water and sewer bills in the event the tenant does not pay. If the Owner refuses to pay the Utility will continue on with the Lien process for that real estate per Title 35-A Section 6414-A.
- e. **Seasonal Meter Charges.** Seasonal minimum meter charges will be billed in arrears and due immediately after the meter is removed or shut off for the season. The Utility reserves the right to render bills quarterly for excess water used by Seasonal Customers. The Utility also reserves the right to not turn the service back on until the balance is paid in full or a payment arrangement has been entered into.
- f. **Fire Protection Charges.** Public and Private fire protection charges shall be due and payable in advance, each year. The Utility reserves the right to decide on which basis it will bill, (annual, quarterly or monthly).
- g. **Leak Policy.** The Customer is responsible for the water for any leak that may occur. The Owner may contact the Sewer Department to get authorization for an adjustment for sewer if it is known that the water went in the basement or outside on the ground and did not enter the sewer system.

4. **CREDIT AND COLLECTION PROCEDURES.** All credit and collections procedures for residential customers will be based upon Chapter 660 and 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from any residential Customer is it has proof (as defined in the regulations) that the Customer is likely to be a credit risk or will damage the Utility's property. The amount of a deposit shall not exceed a reasonably estimated bill for two (2) average billing periods based on the number of people in the household. The interest rate on Customer deposits shall be the rate set from time to time by the Commission.

All procedures for non-residential Customers will be based up Chapter 660 and 870 of the Commission's Rules and Regulations.

PROPOSED EFFECTIVE: January 1, 2012
 EFFECTIVE: 1/1/12
 DOCKET NUMBER: 2011386


 CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 3
REVISED

5. **CHARGE FOR RETURNED CHECKS.** As provided in Chapter 870 of the Maine Public Utilities Commission Rules, the Utility charges \$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 non-payment by a Bank. The Utility will furnish the Customer with proof of any bank charges in excess of \$5.00 if requested in writing by the Customer. If a Customer bounces a check more than once we may require that Customer to pay with Cash or a Money Order.
6. **DISCONNECTION OF SERVICE FOR NON-PAYMENT.** Service may be discontinued by reason or non-payment of water bills. The Utility will do a 14 day notice on overdue accounts unless the Customer has broken a payment arrangement and then the District will do a 3 day notice per the Commission's rules. Once disconnected the service will not be restored until the penalty charges have been paid in full.
7. **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 \$10.00 or the Utility's reconnect charge, whichever is less.
8. **RESTORATION OF SERVICE.** The Utility will charge a Customer a reconnection fee to restore services at the Customer's premises if service was disconnected for non-payment of bills, violation of these Terms and Conditions, fraudulent use of water, dangerous conditions of the Customer's premises, violation of Commission Rules or at the Customer's request.
 - a. **Reconnection Charge.** The reconnection charge is \$25.00 for each resumption of service made during the normal business hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. The charge during other than normal business hours is \$55.00 per hour with a minimum charge of \$82.50.
9. **CHARGE FOR ESTABLISHMENT OF SERVICE.** The Utility will visit the premises to connect the service and will charge \$25.00 during the normal business hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. The charge during other than normal business hours is \$55.00 per hour with a minimum charge of \$82.50.
10. **ACCESS TO PREMISES.** Employee 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, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Terms and Conditions. If access is not granted to premises we shall immediately issue a shut off notice.
11. **CONSERVATION.** When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses and sprinklers for metered Customers.

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 1/1/12

DOCKET NUMBER: 2011386


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 4
REVISED

- 12. UNAUTHORIZED USE OF WATER.** No customer shall supply water to another, nor shall he use it for any purposes not mentioned in his application without District approval. No customer or his agent shall obtain water from any hydrant or other fixture of the District without the previous consent of the District. No customer or his agent shall use a meter bypass valve without the consent of the District or otherwise take action to prevent the proper metering of water consumed by the customer. Should the District discover that the unauthorized use of water has occurred, the District shall be entitled to bill and recover from the customer or person responsible for the cost of the estimated amount of water consumed based on the District's approved rates, with interest at an annual interest rate of five percent (5%). Where the unauthorized use of water has occurred, the District may assess the customer or person responsible a fee of \$33.00 per hour, with a minimum charge of one hour, for each service visit to the customer's premises necessary to investigate and address the unauthorized use of water, such as to remove the meter bypass or to take other measures to prevent further diversion of water or to verify that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee is \$55.00 per hour with a minimum one and one-half hour charge of \$82.50. In no case shall the total of such hourly fees exceed \$100.00. In addition, the customer or person responsible for the unauthorized use of water shall be liable in a civil action to the District for all other reasonable costs to the District, including attorney's fees and costs of undertaking and completing the investigation resulting in a determination of liability and for a civil penalty not to exceed twenty five hundred dollars (\$2,500) due and payable to the District for each violation.
- 13. NO TAMPERING WITH UTILITY PROPERTY.** No person 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.
- 14. MAINTENANCE OF PLUMBING.** 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. If the Utility comes upon a broken pipe and water is coming out of the basement we will immediately shut off and try to contact the Customer.
- 15. SERVICE INTERRUPTION.** The Utility will provide notice of any planned shut-offs to affected Customers at least twenty-four (24) hours in advance of the interruption of service. The Utility will give notice of any unplanned shut-off when practicable. If a Customer requests in writing, the Utility will make a pro rate reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight (48) hours and the interruption is not the Customer's fault.
- 16. METERING.** All water sold by the Utility shall be on the basis of meter measurement or as otherwise provided for by the Commission. The Customer may receive water through a

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 1/1/12

DOCKET NUMBER: 2011386


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 5
REVISED

meter upon written application. The size of the meter will, in all cases, be determined by the Utility.

- a. **Multi-Unit Development Metering.** Except as provided in Chapter 660 of the PUC Commission's Rules where there is more than one unit in multi-unit developments in the District's service territory, the Utility may require the owner to arrange the plumbing to permit separate connections with shut-offs and meters in a location acceptable to the Utility. With the specific exception of hotels and motels and as otherwise specifically excluded herein, 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.

The District's policy is to require that each 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 and construction of the system, including the sizing, location and installation of meters, associated valves and backflow prevention devices shall comply with all District specifications and construction standards.

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.

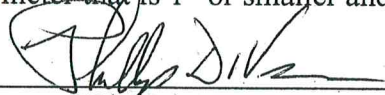
As an exception to this policy, the District will consider, on a case by case basis, at the request of the owner(s), the master metering of multi-unit or multi-site campgrounds and RV parks that are principally used by transient campers or guests utilizing mobile tents, campers, recreational vehicles, 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.

- b. **Meter Testing.** The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules. 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 test in an 18 month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit of \$100.00 for a meter that is 1" or smaller and \$300.00

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 1/1/12

DOCKET NUMBER: 2011386


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 6
REVISED

for any meter larger than 1", 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.

- c. **Submetering.** Additional or auxiliary meters for showing subdivisions of water use must be furnished, installed, read and maintained at the Customer's own expense.

17. CHARGES FOR REPAIR OR REPLACEMENT OF DAMAGED WATER

METERS. The charges to Customers for costs incurred for the repair and replacement of meter(s) damaged due to improper care by the Customers are as follows:

The Customer will be charged a rate of \$55.00 per hour during normal business hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, and \$82.50 per hour for other than normal business hours and holidays for the cost of removing or replacing a damaged meter, plus the cost of the necessary replacement parts. The Utility also requires the Customer to protect the meter from freezing as a precondition of resuming service.

18. OWNERSHIP AND MAINTENANCE OF SERVICE PIPE. All service pipes, including the shutoff, within the limits of the highway or right of way, shall be installed, owned and maintained by the Utility or agent of the Utility. From the limits of the highway or right of way to the building, the service pipe shall be installed, owned and maintained by the Customer provided, however, that if subsequently a public way must be crossed, such crossing shall meet the Utility's specifications and be installed only after approval of the Utility.

- a. **Materials and Installation.** To avoid potential problems, the Customer is required to contact the Utility prior to conducting any work on their service pipe. All new service pipe and appurtenances must meet the Utility's materials specification requirements. The Utility shall inspect all underground water related installations and renewals prior to backfilling. Approval of such installations by the Utility does not constitute a guarantee by the Utility as to the sufficiency of the materials or workmanship.
- b. **Stop Valve.** Every service must be provided with an operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to prevent back-siphoning and to permit graining whenever necessary.
- c. **Fluctuation of Pressure by Customer's Apparatus.** A Customer may not install or use any device which will affect the Utility's pressure or water quality without prior Utility permission.

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 1/1/12

DOCKET NUMBER: 2011386


CHAIRMAN

TERMS AND CONDITIONS

d. Safeguarding Direct Pressure Water Devices and Systems Supplied by Automatic Feed Valves. 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. Water service supplied to any Customer not providing such protective devices will be strictly at the risk of the Customer, and the Utility will not be held liable for damage resulting from the lack of or failure of such protective devices.

e. Meter Pit Policy. The Utility may require the owner/applicant to install a meter pit (vault) if it is infeasible to furnish a suitable location for a meter inside a building, if the District deems it is necessary to locate the meter outside the building, or when the actual laying length of the service pipe exceeds 200' from the water main. The owner/applicant will be required to provide and maintain a suitable underground vault, including freeze protection. The Utility on a case by case basis will provide specifications for a vault to the owner/applicant.

19. ROUTINE AND EMERGENCY WORK. All non emergency work that involves District personnel will be scheduled at least three days in advance. All work requested with less than the required notification will be handled at the discretion of the Utility. Non emergency work includes, but is not limited to: installation or repair of service, marking services, shut off and turn on, utility inspection, etc.

20. CROSS CONNECTIONS. No cross connection between the public water supply system and any other supply will be allowed unless properly protected in accordance with the directives and rules of the Maine Cross Connection Rules and the Maine Internal Plumbing Code, and no new cross connection may be installed without the approval of the Bureau and the Utility. In addition, no connection capable of causing back flow 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 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.

a. Device Responsibility. The Customer is responsible for the installation, maintenance, testing and care of the approved backflow device.

i. Customer Utility Service. The District will provide the optional service to routinely schedule and coordinate your backflow device testing at the District's utility jobbing rate in effect at the time of the service plus the actual expense of the testing by the District's certified backflow testing subcontractor.

PROPOSED EFFECTIVE: January 1, 2012
EFFECTIVE: 1/1/12
DOCKET NUMBER: 2011386


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 8
REVISED

- 21. UTILITY JOBBING.** A Customer must complete a written application before a Utility will provide unregulated Utility service. The Customer may be required to 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.
- a. Temporary Shut Off.** A temporary shut off and resumption of service that has been scheduled ahead of time and is done for the convenience of the Customer will be considered Utility Jobbing and will be charged to the Customer.
- 22. 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.
- 23. JOINT USE OF SERVICE PIPE TRENCH.** 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. See also Utility Construction Standards.
- 24. TEMPORARY SERVICE.** Temporary Service is one installed to a building or trailer not placed on a permanent foundation for temporary use. The entire cost of installation shall be at the Customer's expense.
- 25. FIRE HYDRANTS.** Fire Hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. 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.
- a. Charge to Flow Test Hydrants.** For flow tests for non-municipal purposes, including but not limited to flow tests performed for new or proposed projects, the charge for a single hydrant shall be the greater of \$50.00 per hydrant or \$55.00 per District person per hour during normal business hours. The charge for other than normal business hours shall be \$82.50 per hour per person.
- 26. PRIVATE FIRE PROTECTION.** Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. Fire service, if available, will be installed at the Customer's expense within the bounds of the public way of right of way. The fire service line, after installation, will be owned and maintained in the public way or right of way by the Utility. Private fire protection charges are billed yearly. 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

PROPOSED EFFECTIVE: January 1, 2012

EFFECTIVE: 11/1/12

DOCKET NUMBER: 2011346


CHAIRMAN

TERMS AND CONDITIONS

WISCASSET WATER DISTRICT

PAGE 9
REVISED

adequacy of supply through the fire service by conducting tests of his private system. Timely notice must be given to the Utility so a representative of the Utility can be present to observe the test and a copy of the test results will be supplied to the Utility.

a. Hydrant Restrictions. No water shall be drawn from the private fire protection service pipes for any purpose whatsoever, except for extinguishing a fire. This provision is not to be considered as prohibiting a reasonable use of water for fire drills, draining of the system to prevent freezing, or other reasonable use in connection with proper fire protection.

27. LIABILITY. The Utility will 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, Chapter 741 of M.R.S.A. The Utility makes no representation of warranties about the quality of the water and will not be liable thereby for any damages caused by discolored water or unsatisfactory water service which may be caused by cleaning of pipes, reservoirs, standpipes or the opening and closing of any valves or hydrants. The Utility will not be responsible for meeting water quality standards that exceed primary drinking water standards set by the Maine Drinking Water Program. Further, the Utility will not be responsible for damages caused by temporary shut off or shortage of supply working on the system piping or metering, discontinuance for non-payment, or any other damages caused by constriction or maintenance.

28. COMMISSION APPEAL. In the case of any disagreement or dispute regarding the application of any provision of these Terms, or in circumstances where the application or the Terms appears unjust, either party may refer the matter to the Commission for settlement.

PROPOSED EFFECTIVE: January 1, 2012
EFFECTIVE: 1/1/12
DOCKET NUMBER: 2011 386


CHAIRMAN

