

TERMS AND CONDITIONS

Paris Utility District

**Page 1
Second Revision**

The following Terms and Conditions made by the Paris Utility 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.

All Utility residential, commercial, industrial and governmental credit and collections procedures in these Terms and Conditions will conform to and be based upon Chapter 62,65,660, and 870 of the Commission's Rules and Regulations hereinafter to by Chapter; and Title 17-A and 35-a of the Maine Revised Statues (MRS).

DEFINITIONS

The word "Account Balance" means the total water, sewer amount owed by a Customer that has been properly billed by the Utility.

The word "Applicant" means any person or business that applies for Utility service and who has not been a Customer of the Utility within the past 30 calendar days.

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

The word "Complaint" is a dispute between an applicant or Customer and the Utility which the-Consumer Assistance Division has decided to resolve pursuant to Chapter 660 of the Commission's Rules and Regulations.

The word "Customer" means any person or business, corporation, government or governmental division who has applied for and is granted service from Paris Utility, or who is responsible for payment of service.

The word "Normal Office Hours" means Monday-Friday, excluding holidays, 7:00 am to 3:30 pm, which the District's office is open at 7 C.N. Brown Way is ~~open~~ to the public to transact business. The District's normal operating hours are 7:00 am to 3:00 pm, Monday-Friday, excluding holidays.

The word "Utility" refers to the Paris Utility District.

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" mean the pipe running from the Main to the premises of the Customer.

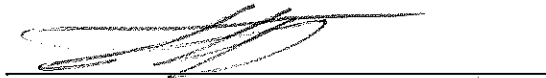
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 2
Second Revision

1. **UTILITY SERVICE AREA.** We are permitted Pursuant to 1967 Private & Special Law Chapter 49, H.P. 640-L.D.906, effective April 3, 1967, the Utility is permitted to serve within the territory of the Town of Paris and the inhabitants therein.

2. **APPLICATION FOR SERVICE.** Pursuant to Chapter 62 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. 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. **BILLING PROCEDURES.** Minimum meter charges, and water used in excess of the minimum for annual metered residential service shall be billed quarterly in arrears at the end of the billing quarter. The Utility reserves the right to render bills monthly in arrears if it so desires. Public and private fire protection charges will be billed in arrears on a quarterly basis. The Utility reserves the right to bill fire protection annually, semi-annually, or monthly, if so desires. Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station. 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.

4. **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 annually by the Commission.

5. **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 30 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.

6. **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

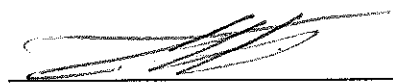
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 3
Second Revision

bank. If the Utility charges more than \$15.00, the Utility shall furnish the customer with proof of the bank charge.

7. 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, including but not limited to at the Customer’s request. The charge will be \$40.00 during the normal operating hours of 7:00 a.m. to 3:00 p.m. Monday through Friday. During holidays and other than normal business hours, the charge will be \$60.00.

8. 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 \$15.00, as permitted in Chapter 660 of the Commission’s Rules and Regulations.

9. AVAILABILITY OF UTILITY PERSONAL. Once the application for service process is completed, the District will turn on water in compliance with MPUC Chapter 660 requirements. A minimum notice of five business days is required to discontinue service, and the customer is responsible for service until the appropriate notice has been made. These services are available during normal business hours, and someone must be on the premises if entry by District personnel is required. Emergency service of a limited nature is provided during other than normal business hours when in the opinion of the District public health or safety is at risk. Charges for Restoration/ Reconnection charges will be billed to the customer, in compliance with Maine Public Utility Commission Chapter 660 requirements.

10. VISIT TO PREMISES. A visit to the premises by Utility personnel to establish, maintain, or terminate service may be required. Service personnel will not enter the premises nor restore water service to the premises unless accompanied by the customer or a representative thereof. The Utility assumes no responsibility if during disconnection of service entry is not provided to confirm cessation of water flow.

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

- A. Comply with the notice requirements contained in Chapter 660 of the Commission’s Rules and Regulations.

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

- B. Utility may apply any existing deposit to the current account balance, and
- C. May apply a lien against the landlord authorized by Title 35-A MRSA §6111-A

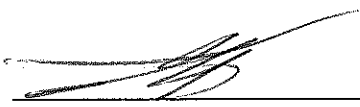
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 4
Second Revision

D. Assess, against the landlord, a collection fee of \$47.00 in addition to any applicable reconnection fee set forth in Section 7 of these Terms and Conditions, and

11. DISCONNECTION OF LEASED OR RENTED RESIDENTIAL PROPERTY (continued)

In addition, 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, including but not limited to emergency requests resulting from a frozen meter. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates: \$40.00 per man-hour during the normal operating hours of 7:00 a.m. to ~~3:30~~ 3:00 p.m., Monday through Friday plus the cost of equipment rental, if applicable. During holidays and outside normal business hours, the charge will be \$60.00 per man-hour with a \$120.00 two-hour minimum charge plus the cost of equipment rental, if applicable.

13. SERVICE INTERRUPTION

Water service may be interrupted when it is necessary to repair or maintain the Utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, state or national emergency. 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. Chapter 660 provides details regarding reasonable notice of affected customers. (660 Chapter 14 A).

14. 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 (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 \$195.86 or over ninety days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 14.5 is applicable.

14.1 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.

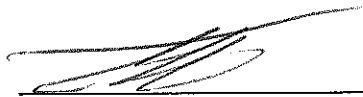
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 5
Second Revision

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

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

14.3 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.

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

14.5 Limitation for Multiunit 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 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.

14.6 Payment Allocation. Pursuant to Chapter 660, when a Utility receives payment that is insufficient to pay the full account balance, the Utility must apply 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.

14.7 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.

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

14.9 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.

14.10 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

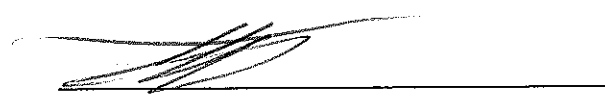
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 6
Second Revision

Community Action Agencies, and local Town or City Government.

15. **ABATEMENT POLICY.** The Utility may provide an abatement to a Customer for an out of the ordinary event under the below-listed conditions. It is solely the decision of the Utility whether 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 shut-off while awaiting repair within a reasonable time; and
- The Customer requested the abatement within 25 days of receipt of the bill in questions; 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 Utility.

If all the above-specified conditions are met, the Utility may provide an abatement. The abatement will not exceed the lesser of \$200.00 or half the difference between the bill in question and what the bill would have been based on the usage for the same billing period from the previous year.

The Utility will review each abatement request on a case-by-case basis and grant or deny abatement based on available information.

16. **UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in his/her 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 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 \$40.00 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 operating hours, the fee will be \$60.00 per hour with a minimum two- hour fee of \$100.00. In no case shall the total of such hourly fees exceed \$100.00. In

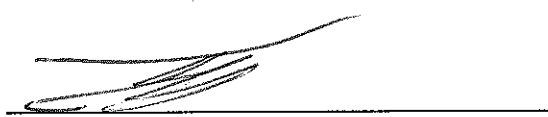
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 7
Second Revision

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

16. UNAUTHORIZED USE OF WATER (continued)

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 District for each violation.

17. 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 16, 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.

18. MAINTENANCE OF PLUMBING. Pursuant to Chapter 62 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 a serious danger to the 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 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.

19. CROSS CONNECTIONS. Pursuant to Chapter 62 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 in accordance with the directives and rules of the State Bureau of Health, 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 and Regulations. The Utility’s cross connection rules are on file at the Utility office.

20. 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


PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 8
Second Revision

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 **20. BACKFLOW-PREVENTION DEVICE TESTING (continued)**

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

21. ACCESS TO PREMISES. Pursuant to Chapter 62 of the Commission's Rules and Regulations, as a condition of service, Customers shall provide access to Utility employees having 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.

22. 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.

23. WINTER CONSTRUCTION. No new service or extension of Mains will be installed for the convenience of a Customer during the time period of October 15th thru April 1st.

24. STOP VALVE. Pursuant to Chapter 620-62 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. The Utility is also requiring a second stop valve. The stop valves must be near the service entrance, one placed above and below the meter connection, easily accessible, and protected from freezing. The valves are installed, owned and maintained by the owner. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

25. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. Pursuant to Chapter 620 62 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 written permission.

26. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. Pursuant to Chapter 620 62 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. (Chapter 62 Section 4 D)

27. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to Chapter 62 of the Commission's Rules and

PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 9
Second Revision

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.

28. CONSERVATION.

When necessary to conserve water supply, the Utility may restrict or prohibit water use for both flat rate and meter customers, including but not limiting to the use of hoses and lawn sprinklers. The Utility will decide what constitutes waste or improper use, and may with Commission’s approval impose penalties for non-compliance. If a leak is located on part of the service pipe which the customer is responsible, the utility will provide notice to the customer requiring expeditious repair. If customer fails to repair the leak by deadline, service will be disconnected pursuant to Chapter 660 of the Commission’s Rules and Regulations.

29. METERING AND NEW SERVICE LINE AND MAIN EXTENSION POLICIES.

A. Single Metering:

The Utility requires all individual buildings must have their own meter. Sub-service from a metered line is not permitted. Metered water lines may not be extended to serve another building. Meters may not be located above the first or ground floor level under any circumstance. No water meters may be installed in a crawl space under a residence. The water meter shall be located in the basement or mechanical/utility room if one is available. The water meter shall be placed where the water service line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the service line comes through the floor of the mechanical/utility room. All water meters installed within the building shall be within 48” from where water service first penetrates the floor or wall of building, shall be within 48” from where water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than 24 inches and not more than 48 inches above the floor surface. Meters shall be located in a clean, dry, warm, and easily accessible location. A rear building served by a water line through the front building as of the date of the adoption of these Terms and Conditions, may continue in this manner as long as both are on the same lot and under the same ownership regardless of any major repairs to the service line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided, a new direct service with separate meter (s) shall be installed in accordance with these Terms and Conditions.

B. Metering of Multi-Unit Developments.

The Utility requires all new multi-tenant buildings to be individually metered. The cost of the meters and installation shall be borne by the owner. The installation of the individual meters shall be installed in a common location, with keyed access for the exterior of the building and shall be

PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 10
Second Revision

accordance with Utility's requirements. The Utility may permit a single master meter at the owner's request, provided the owner agrees to pay for all water consumption. If meters cannot be installed in a common location with access from the exterior of the building, then individual service lines with

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

curb stop valves must be installed into the building. The water meter shall be placed where the water service line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the service line comes through the floor of the mechanical/utility room. All water meters installed within the building shall be within 48" from where water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than 24 inches and not more than 48 inches above the floor surface. Meters shall be located in a clean, dry, warm and easily accessible location. Meters may not be located above the first floor or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

C. Mobile Home:

Water meters for all new or replacement mobile homes placed on a concrete, paved or gravel slab shall be located inside the home in a warm, dry and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered single metering as described above. The safety of Utility employees is paramount. If a water meter is located under the mobile home, the Utility requires the Customer to provide safe access to the meter for service work by removing the skirting where meter is located, all insulation, and heat tape prior to the arrival of utility personnel. The customer will be responsible for reinstalling the insulation, heat tape and skirting once the service is complete. Failure of the Customer to provide safe access to the water meter as described above will result in the initiation of disconnection processing pursuant to Chapter 660.

D. Mobile Home Parks:

Mobile home parks whose water distribution system is not owned and maintained by the Utility shall be metered at the point of entry of the water service line onto the property with a single meter. The master meter shall be inside a structure meeting the Utility's current specifications. The meter structure shall be owned, installed and maintained by the Customer in good repairs at the Customer's expense.

E. Submetering:

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


PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 11
Second Revision

F. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment:
Pursuant to Chapter 62 of the Commission’s Rules and Regulations, the charges to Customers for costs incurred for the repair or replacement of meter(s) or other utility equipment damaged due to improper care or negligence by Customers are as follows: During the normal operating business

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

hours of 7:00 a.m. to 3:00 p.m., Monday through Friday, the charge will be \$40.00 per hour, with a minimum charge of one hour, plus the cost of the necessary replacement parts, including the meter. During holidays and other than normal business hours, the charge will be \$60.00, plus the cost of the necessary replacement parts, including the meter.

G. Meter Testing:

The Utility will test its water meters according to the schedule and standards in Chapter 62 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 62. If the meter conforms to standards, the Utility may keep the Customer’s deposit, in the amount of the cost of the test and continue to use the meter at the Customer’s premises.

H. Meter Pits:

As permitted in Chapter 62 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. The Utility may require an owner or customer of a property to supply and install and maintain a meter pit (s) to the Utilities specifications at the customer’s expense as a condition of service when:

- a. The actual laying length of the service pipe measures over 300’ from the street line.
- b. The service location makes discovery of a possible leak unlikely.
- c. The use of service pipe deemed by the Utility to be inferior makes the possibility of leak likely. (Copper pipe must be type k; “CTS” plastic pipe rated at 200 psi)
- d. A single service supplies two or more units with no suitable common area (accessible independently of any individual tenant/owner) in which to install the meter.
- e. A property of two or more units is supplied through multiple services, any one which is located in front of, or enters a unit other than, the one it serves.
- f. The customer does not provide a clean, warm, dry, and accessible location for the meter and its appurtenances.

PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 12
Second Revision

- g. The customer does not furnish an otherwise suitable location for a meter inside the customer's building.

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

- h. The customer shall provide the Utility with the meter pit diagram describing the proposed meter pit specifications for the Utility's review and approval prior to the construction of the meter pit.

All meter pits shall be installed on the customer's property and installed as follows:

- a. In such manner to keep the pit clean and dry at all times.
- b. In such manner to allow Utility's representative to have access to the pit during normal business hours.
- c. On the customer's property.

i. New Service Lines:

As permitted in 35-A MRSA §6106, and Chapters 62 and 660 of the Commission's Rules and Regulations, each applicant for a new water service will be responsible for the costs of the entire Service Line, including permits for opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation will be governed by Chapter 62 of the Commission's Rules and Regulations. The Customer will be responsible for contracting the portion of the installation from the curb box into the building and for obtaining the Utility's written approval for the work. The Service Line location will be set by the Utility, and must be installed to applicable plumbing codes and to the Utility's standards and specifications, which are available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. All contractor charges will be paid by the Customer directly to the Contractor. 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 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 Line from the Main to the curb box shut-off, excluding excavation, tapping the Main, and installing the meter and other appurtenances. At its discretion, the Utility may subcontract out any part of this installation. The work will be available during the normal operating business hours of 7:00 a.m. to 3:00 p.m., Monday through Friday. The costs to the Customer for the Utility installed/subcontracted portion of the Service Line and appurtenances are as follows:

- A charge of \$675.00 for residential, \$825.00 for commercial on the portion of the above-described installation done by the Utility, and for the inspection and approval of contracted work for the

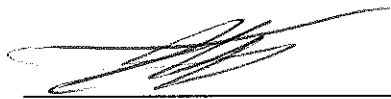
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 13
Second Revision

tapping of a 1" or smaller; taps larger than 1" will be done by a Utility subcontractor and be charged to the customer as required by the situation.

- Costs of the necessary materials, parts, and equipment rental, if applicable, including the cost of the meter are covered in the initial cost.

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

- Utility contractor charges for piping across the road, which may consist of either boring across the road or opening the road, plus additional costs, including but not limited to digging, permits, and flagging, charged as required by the situation.

A written estimate will be provided to the Customer for the Utility's portion of the work, and a deposit equal to the estimate will be collected prior to the Utility performing the work. As a Condition of Service, the balance of the costs will be payable as per the written agreement between the Utility and the Customer.

J. Extensions of Mains:

All requests for water main extensions shall be at the Customers 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 65 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 or preapprove the plan. 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 applicable plumbing codes and to Utility work standards and material specifications, which will be provided to the contractor. The contractor may purchase materials through the Utility but is not required to do so, provided that Utility-approved materials are solely used. Prior to the initiation of work, the Utility will prepare a written estimate for the applicant detailing any and 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 per the written agreement between the Utility and the applicant.

In order to manage and inspect the process, a Utility representative will be present intermittently during the installation, at no cost to the applicant. If at any time, the Utility discovers work

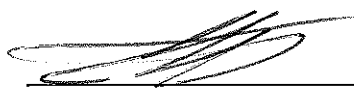
PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071

DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 14
Second Revision

irregularities or a lack of adherence to the preapproved plan or the standards and specifications, the Utility may stop the installation at the applicant's expense, and require work to be redone.

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

K. Plan Reviews:

In accordance with Chapter 65 of the Commission's Rules and Regulations, if it is necessary for the Utility to provide detailed engineering design/review for sub-divisions and/or commercial entities, the Customer shall pay the estimated cost of the design/review prior to the commencement of the design/review.

30. UTILITY JOBBING. A Customer must complete a written application before a Utility will provide unregulated Utility service. As permitted in Chapter 62 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. Jobbing rates are established by the District and are available on request.

31. FIRE HYDRANTS. Fire hydrants, both public and private, may not be used for any purpose other than fire extinguishment, training purposes by authorized fire personnel, or for such other purposes as may be agreed to in writing by the Utility and a municipality or owner of a private hydrant. In no case shall fire hydrants be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or owner.

32. 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 (monthly, quarterly).

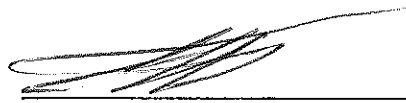
The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Timely notice must be given to the Utility so a representative of the Utility can be present to observe the test.

PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071
DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees

TERMS AND CONDITIONS

Paris Utility District

Page 15
Second Revision

33. CHARGE TO FLOW TEST FIRE HYDRANTS. Flow tests at the request of a municipality served by the Utility will be at no charge to the municipality. For all other flow tests, including but not limited to flow tests performed for new or proposed projects, or for diagnostic purposes, the charge will be \$100.00 per hydrant during normal business hours (\$40.00 for each additional hydrant at the same location and time).

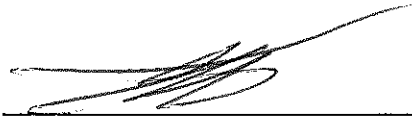
34. FROZEN SERVICES. Thawing of frozen services will be in compliance with Commission's Rules and Regulations Chapter 62. The responsibility for the costs of thawing the service is based on the location of the frozen area, generally measured from the Customer's side of the service towards the District's side. If the frozen area is on the customer's side of the shut-off valve, the customer pays the full cost of thawing efforts. If the frozen area is on the Utility's side of the shut-off valve, the Utility pays the full cost. If the location is unable to be determined, the costs are split 50-50 between the Utility and the customer. The Utility is solely responsible for determining the location of the freeze, and District personnel must be present at the time of determination. No claims regarding frozen service lines will be honored if not verified by the Utility.

PROPOSED EFFECTIVE: _____

EFFECTIVE: _____

EFFECTIVE 10/14/19

DOCKET NO: 2019-00071
DOCKET NUMBER _____



Garrick Frost, Chairman

Board of Trustees