



FARMINGTON VILLAGE CORPORATION

Terms and Conditions

Fourth Revision

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James A. Andrews, Assessor

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The following Terms and Conditions adopted by the Farmington Village Corporation and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

DEFINITIONS

Commission "*Commission*" refers to the Maine Public Utilities Commission.

Customer "Customer" means any person, or business that has applied for or been accepted to receive or is either receiving Utility service or has agreed to be billed for Utility service. This term also includes a person or business that was a Customer of the same Utility within the past thirty (30) days and who requests service at the same or a different location.

Establishment "Establishment" means a location at which water service is sought or is being rendered.

Jobbing "Jobbing" means work that the Utility agrees to do, at the Customer's expense, which is outside the scope of regulated Utility service.

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

Main "Main" means a water pipe, other than a Service Pipe, which is owned, operated and maintained by the Utility, and used for the transmission or distribution of water.

Multi-Unit Establishment "Multi-Unit Establishment" means any Establishment with more than one unit, including but not limited to condominiums, apartment buildings, mobile home parks, cottages, developments, and certain subdivisions.

Normal Business Hours "Normal Business Hours" are defined as hours 8:00 a.m. – 4:00 p.m., Monday – Friday (excluding holidays) that the Utility is open to the public to transact business.

Other Hours "Other Hours" means any hours that are not defined as Normal Business Hours.

Private Line "Private Line" means (1) A water line constructed prior to May 7, 1986 across private property to serve one or more Customers and not considered by the Utility to be a Main; (2) except as provided under Chapter 65 §2(c), a water line constructed after May 7, 1986 across private property to serve a single Customer, a single Multi-Unit dwelling complex or a single non-residential or industrial development upon which no other person has an easement or other rights of access for water line purposes.

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Service Pipe "Service Pipe" and "Service Line" mean the pipe running from the water Main to the Customer's Establishment.

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

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

Utility "Utility" refers to the Farmington Village Corporation.

1. **UTILITY SERVICE AREA.** As provided by the 1897 Act to Incorporate the Farmington Village Corporation, Private & Special Laws, Chapter 434, approved March 11, 1897, which permitted the Farmington Village Corporation to purchase the Farmington Water Company and acquire all its water works, rights, and franchises; as exercised in 1902; as upheld in Private & Special Laws, Chapter 233, approved March 17, 1905; and as further upheld in 1911 Private & Special Laws, Chapter 142, approved March 20, 1911, the Farmington Village Corporation is permitted to serve the vicinity of the Farmington Village Corporation, including the Town of Farmington and West Farmington, and may take water from and lay additional pipe to any part of the line extending to Varnum Pond in Wilton. The Farmington Village Corporation also serves the Town of Temple in Franklin County. Additionally, as amended in 2005 Private & Special Laws, Chapter 15, S.P. 48 – L.D. 1204, approved September 17, 2005, the Farmington Village Corporation is authorized to take, hold, and convey in the Town of Farmington, water from any surface and groundwater source in the Town.
2. **APPLICATION FOR SERVICE.** Pursuant to **Commission Rules, Chapter 62**, the owner or the owner's agent, or the occupant of the Establishment to be served must 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 M.R.S.A. §706(2)** and **Commission Rules, Chapter 660**.

In accordance with **Docket 2012-00129**, if Short-Term Seasonal Rental Property, application for service shall be made only by the owner of the Establishment to be served.

The Utility shall determine the size of the meter, which shall be reasonable in view of the nature of the water service to be provided. If a new service connection or other work on the owner's premises is required, the owner must authorize the Utility to enter the premises to do the necessary work.

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3. **BILLING PROCEDURES.** Minimum charges for metered service, and water used in excess of the minimum, shall be billed quarterly in arrears at the end of the billing quarter. The Utility reserves the right to render bills monthly if it so desires.

Seasonal minimum charges shall be billed after meters are set for the season. Charges for water used in excess of the minimum shall be billed after the final reading at the end of the season. The Utility reserves the right to render bills for excess water usage quarterly or monthly. No seasonal meter will be installed until past due balances are paid in full, or a payment arrangement has been established in accordance with **Commission Rules, Chapter 660.**

Public and private fire protection services will be billed in advance each year on a quarterly basis. The Utility reserves the right to bill monthly.

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.

4. **CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and non-residential Customers will be based upon **Commission Rules, Chapter 660 and Chapter 870.**

The Utility may demand a deposit from a Customer as permitted by **Commission Rules, Chapter 660.** Pursuant to **Commission Rules, Chapter 870,** the interest rate on Customer deposits shall be the rate set by the Commission.

A bill is overdue when it has not been paid by the due date. The due date for payment must be no less than twenty-five (25) days after the bill is mailed, electronically mailed or hand delivered to the Customer. A bill is considered mailed on the date it is postmarked. If there is no postmark, the Utility shall date the bill and mail on or before the date on the bill. Late payment charges may be assessed for overdue bills that are not paid by the due date. The late payment charges will be no more than the maximum amount allowed pursuant to **Commission Rules, Chapter 870,** to be determined annually.

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5. **TERMS OF PAYMENT.** Pursuant to **Commission Rules, Chapter 660**, if the due date for payment falls on a Saturday, Sunday, legal holiday or any other day when the Utility's offices are not open for business, the Utility shall extend the due date to the next business day.

If the Customer sends payment by mail, the payment is made on the date the Utility receives the payment in accordance with **Commission Rules, Chapter 660**.

Customers are legally obligated to pay for the services they receive. It is the Customer's responsibility to provide correct billing addresses. Failure of the Customer to receive their bill does not relieve them of the obligation of payment for services received nor for the consequences of non-payment.

6. **CHARGE FOR RETURNED CHECKS.** As provided in **Commission Rules, Chapter 870**, any Customer whose check is returned for non-payment to the Utility by a financial institution will be charged the greater of **\$5.00** per account to which the check is applied or the amount that the financial institution charges the Utility, not to exceed **\$15.00** for each check returned for non-payment. If the Customer is charged more than **\$5.00**, the Utility will provide the Customer a copy of the financial institution's charges upon request.
7. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$30.00** to establish water service if it is not necessary for the Utility to visit the premises. If it is necessary for the Utility to visit the premises, the Utility will charge **\$59.00** per hour, one (1) hour minimum, during the Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday. During Other Hours, the Utility will charge **\$118.00** per hour, one (1) hour minimum, to establish water service. Establishment of service charges are due and payable prior to service connection.
8. **CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a Restoration/Reconnection fee to restore service at the Customer's premises, for any reason allowable under **Commission's Rules, Chapter 660** and these **Terms and Conditions**. The Restoration/Reconnection charge will be **\$59.00** per hour, one (1) hour minimum, during Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday. The charge for a resumption of service made during Other Hours, will be **\$118.00** per hour, one (1) hour minimum.
9. **COLLECTION TRIP FEE.** Pursuant with **Commission Rules, Chapter 660**, if Utility personnel visit the Customer's premises to disconnect service for non-payment and in lieu of disconnection, the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a Collection Trip fee of **\$30.00**.
10. **RETURN TRIP CHARGE.** The Utility may charge a Customer **\$59.00** when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one hour in advance to avoid the charge.

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11. **ABATEMENTS.** The Utility may provide an abatement to a Customer for an out of the ordinary event under the below-listed conditions. It is solely the decision of the Utility 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 twenty-five (25) 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 previous abatements within the past five (5) years have been granted to this Customer at any location within the Utility.

If the Customer is granted the abatement under the above specified conditions, the Utility will compare the water usage above the minimum for the bill in question to the average water usage above the minimum for the same billing period during the previous three years. If the Customer has not been in residence for three years, the Utility will use as many billing periods as possible. The abatement will be credited at 50% of the cost of the overage above the minimum, calculated at the rates used on the questioned bill. The Utility will review each abatement request on an individual basis and grant or deny abatements based on available information.

12. **DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements set forth in **Commission Rules, Chapter 660** and offer the tenant the right to take responsibility for future payments.

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

- A. Apply any existing deposit to the current account balance, and
- B. Assess, against the property owner, a collection fee of **\$177.00**.

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

13. **CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS REQUESTED BY THE CUSTOMER.** The Customer is responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection, including, but not limited to emergency requests resulting from a frozen meter. If the Customer does not fulfill this responsibility and

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the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates: **\$59.00** per person, one (1) hour minimum during Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday. Other Hours, the charge will be **\$118.00** per person, one (1) hour minimum. In all cases, the Customer will be charged for the cost of equipment rental, if applicable.

- 14. SERVICE INTERRUPTION.** Water service may be interrupted when necessary to repair or maintain the Utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety, or substantial property damage; or for reasons of local, state, or national emergency. **Commission Rules, Chapter 660** and **Chapter 62** provide detail about reasonable notice to affected Customers.

- 15. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in their application without Utility approval. No Customer or their agent shall obtain water from any hydrant or other fixture of the Utility without prior consent of the Utility. No Customer or their 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 **Commission Rules, 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 five (5) percent. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$59.00** per hour, with a minimum of one (1) 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 Hours, the fee will be **\$118.00** per hour with a minimum one (1) hour charge. In no case shall the total of such hourly fees exceed \$100.00.

In addition, pursuant to **Title 35-A M.R.S.A. §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), due and payable to the Utility for each violation.

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16. **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 persons other than authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in these **Terms and Conditions** §15 *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 M.R.S.A. §2707**, as amended or replaced.
17. **MAINTENANCE OF PLUMBING**. Pursuant to **Commission Rules, Chapter 62**, to prevent leaks and damages, a Customer must maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing and heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break considered a danger to the water system will be cause for immediate disconnection of the Customer. When a leak is discovered that is not considered an imminent threat to the system but may be a long term or cumulative danger, the Customer will be notified in writing by the Utility and will be given a reasonable amount of time to repair the leak. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to **Commission Rules, Chapter 660**.
18. **ACCESS TO PREMISES**. Pursuant to **Commission Rules, Chapter 62**, as a condition of service, Customers shall provide reasonable access for Utility employees with proper identification to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to ascertain the amount of water used and manner of use; and to enforce these **Terms and Conditions**.
19. **LIABILITY**. The Utility will only be liable for damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in **Title 14 M.R.S.A., §741**. The Utility will not be responsible for damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

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- 20. CROSS CONNECTIONS.** Pursuant to **Commission Rules, Chapter 62**, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine State Department of Health and Human Services and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back-flow, including back-siphonage or back-pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet and a pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to **Commission Rules, Chapter 660**.

The Utility's Cross Connection Control Program is on file at the Utility office and Maine State Department of Health and Human Services.

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

- 22. STOP AND WASTE VALVE.** Pursuant to **Commission Rules, Chapter 62**, every service must be provided with a minimum of one operable stop valve located inside the building. Additionally, the Utility may require a second valve located after the meter. The stop valves must be near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to comply with applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary.

- 23. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to **Commission Rules Chapter 62**, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility written permission.

If permission is granted, the Utility may require the Customer to confine or reduce such fluctuations to limits determined by the Utility. Failure to comply may result in termination of service in accordance with **Commission Rules, Chapter 660**.

- 24. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to **Commission Rules, Chapter 62**, Customers must install vacuum, temperature and pressure relief valve or cutouts to prevent damage to a direct pressure water device or system supplied by an automatic feed valve. The Utility is not liable for any damage resulting from the lack of or failure of these devices.

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25. **JOINT USE OF SERVICE PIPE TRENCH** Pursuant to **Commission Rules, Chapter 62**, the Utility shall not place water Main or Service Pipes in the same trench with other utilities facilities. The Utility shall provide a horizontal separation of ten (10) feet between water Mains and Service Pipe and facilities of other utilities. Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.
26. **CONSERVATION**. All Customers shall minimize the waste of water. Pursuant to **Commission Rules, Chapter 62**, when necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit the use of hoses, lawn sprinklers, and non-agricultural irrigation systems. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system.
27. **METERING, NEW SERVICE LINE AND MAIN EXTENSIONS**. General Requirements. The Customer may receive water through a meter upon application to the Utility. In accordance with **Commission Rules, Chapter 62** and **Chapter 65**, meter size is to be determined by the Utility. All water sold by the Utility shall be based on meter measurements or as otherwise provided for in its rate schedules.

27.1. Metering. No Customer shall supply water to another, nor use it for purposes not mentioned in their 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 as a condition of service, except as provided in **Commission Rules, Chapter 62** and **Chapter 65**. Where there is more than one (1) abode or business in a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate piping, a separate meter and shut-off for each abode or business in locations acceptable to the Utility. All Utility Customers are required to have water meters which will be installed, maintained, and read by the Utility. The cost of the meter, appurtenances and installation shall be borne by the Customer, unless otherwise agreed upon, before service is rendered.

The Customer must provide a warm, dry, and accessible location for the meter. All meter installations shall be in accordance with the Utility's requirements, standards and specifications. The Utility, at its discretion, may require Customers to relocate existing meters, piping, shut-off and appurtenances, at the property owner's expense, as a condition of service, and in accordance with the Utility's standards and specifications.

27.1.a. Meter Location. Single Family Residential. 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

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27. METERING, NEW SERVICE LINE AND MAIN EXTENSIONS (continued).

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

All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface.

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

A rear building served by a water line through the front building, in accordance with these **Terms and Conditions** by date approved and effective, may continue in this manner if both are on the same lot and under the same ownership regardless of any major repairs to the Service Line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided, a new direct Service Line with separate meter(s) shall be installed in accordance with these **Terms and Conditions**.

27.1.b. Apartments, Duplexes, Condominiums and Non-Residential Buildings. The Utility requires all new multi-tenant buildings to be individually metered. The owner shall bear the cost of the meters and installation. The installation of the individual meters shall be installed in a common location, with keyed access from the exterior of the building and shall be installed in accordance with the Utility's requirements. If meters cannot be installed in a common location with access from the exterior of the building, then individual Service Lines with curb stop valves must be installed into the building.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room. All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface. Meters shall be located in a clean, dry, warm, and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

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

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27. METERING, NEW SERVICE LINE AND MAIN EXTENSIONS (continued).

27.1.c. Mobile Homes. Pursuant to these **Terms and Conditions** by date approved and effective, water meters for new or replacement mobile homes placed on concrete, paved or gravel 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 Family Residential in accordance with these **Terms and Conditions** §27.

The safety of Utility employees is paramount. If a water meter is located under the mobile home, the Utility requires the Customer to provide safe access to the meter for service work by removing the skirting, all insulation and heat tape where the meter is located prior to the arrival of Utility personnel. The Customer will be responsible for reinstalling the insulation, heat tape and skirting once the service is complete. Failure of the Customer to provide safe access to the water meter as described above will result in disconnection pursuant to **Commission Rules, Chapter 660**.

27.1.d. Mobile Home Parks. Mobile home parks whose water distribution system is not owned and maintained by the Utility shall be metered at the point of entry of the water Service Line onto the property, with a single master-meter. The master-meter shall be placed inside a structure meeting the Utility's effective specifications. The meter structure (pit or above ground building) shall be owned, installed and maintained by the Customer in good repair at the Customer's expense.

27.1.e. Multi-Unit, time-Share Development Units. Multi-Unit time share development units shall be required to have a separate meter. All meters within the same time-share development complex shall be classified as Short-Term Seasonal Rental Property and billed to the owner, association, corporation, or other responsible entity.

27.1.f. Campgrounds and RV Parks. The Utility reserves the right to approve, at the owner(s) request, the master-metering of Multi-Unit or multi-site campgrounds and RV Parks that are principally used by transient guests. Campgrounds and RV Parks that subsequently convert individual sites or units to non-transient use shall be required to individually meter each site or unit.

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

27.3 Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment. Pursuant to **Commission Rules, Chapter 62**, the Utility may charge a Customer for costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to Customer negligence or improper care. During Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday, the charge will be **\$59.00** per hour. During Other Hours, the charge will be **\$118.00** per hour with a one (1)

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27. METERING, NEW SERVICE LINE AND MAIN EXTENSIONS (continued).

hour minimum. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in these **Terms and Conditions** §13, *Charges for Removal of Snow, Ice, or Other Obstacles During Disconnections Requested by the Customer*, if snow, ice or other obstacles must be removed to complete the requested repair, total hours and equipment fees for that service will be added to the totals for this section.

27.4 Meter Testing. The Utility will test its water meters in accordance with **Commission Rules, Chapter 62**. 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 (1) test in an eighteen (18) month period.

If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit of **\$59.00** to cover the expense of the test. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded, and the Utility will adjust the Customer's bill according to the provisions of **Commission Rules, Chapter 62**. 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.

27.5 Meter Pits and Vaults. The Utility discourages the use of meter pits or vaults due to accessibility and safety issues. The use of meter pits or vaults will be considered on a case-by-case basis and requires prior written Utility approval in accordance with **Commission Rules, Chapter 62**.

Meter pits or vaults must be installed and operated in accordance with the Utility's current specifications. The ownership, installation and maintenance of all meter pits and vaults shall be, and remain, the responsibility of the Customer.

The meter pit or vault must be located on the Customer's property as close to the property line as possible. The meter pit or vault must always be installed in such a manner to keep the pit or vault clean and dry.

All piping and valves within the meter pit or vault must be installed in accordance with the Utility's specifications. As specified in these **Terms and Conditions** §28.7 *Service Lines and Meters*, the Utility reserves the right to inspect the materials and installation and must be notified before they are buried, and/or enclosed.

27.6 Plan Reviews. In accordance with **Commission Rules, Chapter 65**, if it is necessary for the Utility to provide detailed engineering design/review for sub-divisions and/or non-residential entities, the Customer shall pay the estimated cost of the design/review prior to the commencement of the design/review.

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27. METERING, NEW SERVICE LINE AND MAIN EXTENSIONS (continued).

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

The Customer may choose to contract with the Utility to install the Service Line from the Main to the curb-stop, or contract with a Utility approved private contractor to complete the installation. The Utility shall own and maintain the Service Line portion of all Service Pipes that extend from the Main to the curb stop (shut off valve). The curb stop shall normally be located at the limit of the public way or the Utility's right-of-way. The Utility will be responsible for all Service Lines within the limits of the highway or right-of-way. If a public way must be crossed, such crossing shall be installed in accordance with the Utility's standards and material specifications and be installed by the Utility. With prior approval, the Utility may allow the customer to hire a Utility approved contractor for the entire installation, and all costs shall be borne by the Customer.

As permitted in **Title 35-A M.R.S.A. §6106**, and **Commission Rules, Chapter 62**, the Customer shall install at the Customer's expense, and shall own and maintain the Service Pipe(s) from the curb stop to the Customer's premises. The costs incurred by the Customer shall include equipment rental, labor, materials, and necessary appurtenances for installation, including the meter. The Utility shall require individual Service Pipe(s) for individual properties, lots or land parcels regardless of ownership of the properties, lots, or land parcels and that the Service Pipe(s) is installed in accordance with the Utility's standards and material specifications.

The Customer will be responsible for obtaining the Utility's written approval for the work, in addition to contracting with a Utility-approved professional for the excavation and installation from the curb stop into the building and for the piping across the roadway, if necessary. The Customer will pay all contractor charges.

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

The Utility will be responsible for the installation of the meter and other related appurtenances during Normal Business Hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday.

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27. METERING, NEW SERVICE LINE AND MAIN EXTENSIONS (continued).

At its discretion, the Utility may subcontract any part of this work. The costs to the Customer for the Utility installed and subcontracted portions of the installation are as follows:

- A charge of **\$59.00** per hour, one (1) hour minimum, for all work performed by the Utility and for the inspection and approval of contracted work during Normal Business Hours. The charge for Other Hours will be **\$118.00** per person, one (1) hour minimum.

The cost of necessary labor, materials, and equipment rental, if applicable, including the cost of the meter.

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

27.8 Remote Reading Registers. The Customer shall pay for the remote register and installation. Pursuant to **Commission Rules, Chapter 62**, the equipment shall be owned and maintained by the Utility.

27.9 Extensions of Mains. All water Main extensions shall be installed in accordance with the Utility's standards and material specifications. Requests for water Main extensions shall be treated in accordance with **Commission Rules, Chapter 65**. Upon request of a potential Customer or Customers for a Main extension, the Utility shall prepare, without charge, a preliminary sketch, general specifications, such as size, type of pipe, and written estimate of the cost of the proposed water Main extension, and separate estimates of the cost-of Service Pipe(s) to serve the Customers requesting the Main extension.

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

29. **TEMPORARY SERVICE.** In accordance with **Commission Rules, Chapter 62** when impractical for the Utility to provide water service directly to a Customer, water service may temporarily be served from an adjacent property receiving service. Both the Utility and owner of the adjacent property receiving service must authorize the use of temporary service. The Customer requesting water service will be responsible for all expenses associated with providing temporary service to the premises.

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The Utility shall have no obligation to make an investment to serve a temporary Establishment. If however, service is installed at the Customer's expense and water service is taken for the following five (5) consecutive years after the initial provision of service, or if the factors causing the Utility to believe that the Establishment was temporary are removed, the Establishment shall be considered permanent and the Utility shall refund to the Customer any expenses borne by the Customer which would otherwise have been borne by the Utility with interest compounded annually.

- 30. UTILITY JOBBING.** In accordance with **Commission Rules, Chapter 62**, Jobbing is the provision of unregulated Utility services, such as construction services. If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Utility may require an advance payment equal to the Utility's written estimated cost of the work. At the completion of work, any excess over the actual bill for service will be returned and any amount due more than the advance payment will be payable.

Jobbing rates are established annually by the Utility and are available upon request.

- 32. PRIVATE FIRE PROTECTION** Customers requesting private fire protection must contact the Utility to determine the availability of fire service at their location. If available, fire service will be installed at the Customer's expense. Any special fire Service Line within the public right of way will be owned and maintained by the Utility and will be considered a Main for purposes of these **Terms and Conditions**. Private Fire Protection Service Lines shall be considered Service Pipe(s) for the purposes of these **Terms and Conditions** and shall not be used for domestic water use. Rates for distinct types or sizes of private fire protection are available in the Utility's Rate Schedule.

Any Customers choosing to test/flush Service Pipe(s) or apparatus must give the Utility at least two (2) business days' notice. The Customer must first receive the written permission of the Utility. The Customer must also compensate the Utility for both the actual costs of any public notice of the test/flush, determined by the Utility to be reasonable and necessary, and also the cost of any flushing of the system determined by the Utility to be reasonable or necessary to correct any discoloration of water caused by the Customer's test/flushing.

- 33. FIRE HYDRANTS.** Fire hydrants, both public and private, may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In the case of training exercises, notification shall be made to the Utility, prior to and immediately after completion. In the event of fire extinguishment, the fire department will notify the Utility of hydrant use within a reasonable time of declaring the fire under control to allow for proper maintenance.

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

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