

TERMS AND CONDITIONS

Guilford-Sangerville Utilities District

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The following Terms and Conditions made by the Guilford Sangerville Utilities 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

Commission refers to the Maine Public Utilities Commission.

Utility refers to the Guilford Sangerville Utilities District.

Customer means any person or business who has applied for or been accepted to receive or is either receiving Utility service or has agreed to be responsible for payment of the 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 means a location at which water service is sought or is being rendered.

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

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.

Multi-Unit Establishment means any Establishment with more than one (1) unit, including but not limited to condominiums, apartment buildings, mobile home parks, cottages, developments, and certain subdivisions.

Normal Business Hours mean 7:00 am - 3:30 pm, Monday-Friday, excluding holidays, that the Utility is open to transact business.

Office Hours are the hours 8:00 am - 2:30 pm, Monday-Friday, excluding holidays, when the Utility office is open to the public.

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

Private Line means: (1) A water line constructed prior to May 7, 1986 across private property to serve one (1) or more Customers and not considered by the Utility to be a Main; (2) except as provided under Commission Rules, 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.

Service Pipe and Service Line mean the piping running from the main to the premises of the Customer.

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Short-Term Seasonal Rental Property means seasonal rental property for which the rental period is less than one (1) month.

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.

1. UTILITY SERVICE AREA. The Guilford-Sangerville Utilities District is permitted by 2023 Private and Special Law, Chapter 15 Legislative Document No. 1692, Section 1, to serve the inhabitants and territory within the towns of Guilford and Sangerville for the purpose of supplying the inhabitants of the district with pure water for domestic, sanitary, manufacturing and municipal purposes.
2. APPLICATION FOR SERVICE.

Existing Service: Pursuant to Commission Rules, Chapter 620, the property owner or the owner's agent, or the occupant of the Establishment to be served may apply for service, or a change of service on forms provided by the Utility.

In accordance with Docket 2012-00129, application for service for short term seasonal rental property, only the property owner may be an applicant for service.

Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRS §706(2), Commission Rules, Chapter 660, Sec. 10(I)(2), and under these Terms and Conditions.

New Service: In the case of a new service, it shall be the property owner's or owner's agent's responsibility to pay for the Utility Service Pipe in the form of an estimated deposit prior to any work being done. Once installed that portion of work done within Right of Way limits shall be owned and maintained by the Utility.

If a new service connection or other work is required, the property owner must authorize the Utility to enter the premises and do the necessary work, and the owner or owner's representative must remain on site for the duration of the visit.

3. BILLING PROCEDURES. Annual, minimum meter charges, and water used in excess of the minimum for annual metered service shall be billed quarterly in arrears at the end of the billing quarter. With proper notice to Customers, the Utility reserves the right to render bills monthly and/or in advance, if it so desires. Public fire protection charges will be billed in advance each year on a semi-annual basis.

Private fire protection charges will be billed in advance each year on a quarterly basis. With proper notice to

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Customers, the Utility may bill private fire protection monthly, if it 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.

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. All water sold by the Utility shall be based on meter measurements or as otherwise provided for in the rate schedule.

4. ESTIMATED BILLS. The Utility may issue a bill for estimated usage when a physical or remote meter reading is not practical, in accordance with Commission Rules, Chapter 660.

5. 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 from time to time by the Commission.

6. TERMS OF PAYMENT. Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive their bill does not relieve them of the obligation of payment for services received nor from the consequences of non-payment.

The due date for payment, to avoid the incurrence of late fees or the initiation of collection action, will be no less than twenty-five (25) days after the bill is mailed, electronically mailed or hand delivered. 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. The late payment charge for overdue bills will be no more than the maximum amount allowed under Commission Rules, Chapter 870, to be determined annually.

7. CHARGE FOR RETURNED CHECKS. As provided in Commission Rules, Chapter 870, any Customer whose check is returned by a financial institution for reason of non-payment may be charged the greater of \$5.00 per account to which the check is applied or the amount the financial institution charges the Utility, not to exceed \$20.00 for each check returned for non-payment by a financial institution. If the Utility charges more than \$5.00, the Utility shall furnish the Customer with proof of any charges, upon request.

8. CHARGES FOR ESTABLISHMENT OF SERVICE. If it is not necessary for the Utility to visit the premises to establish water service, the Utility will charge \$20.00. If it is necessary for the Utility to visit the premises to establish water service, the Utility will charge \$50.00 during Normal Business Hours. If it is only necessary to visit the premises to obtain a meter reading or a final meter reading, then the Utility will charge \$25.00 during Normal Business Hours. During Other Hours, the charge will be \$98.00 to establish water service. Establishment of service charges are due and payable prior to service connection.

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9. 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 Commission Rules, Chapter 660 and/or these Terms and Conditions, including but not limited to at the Customer's request. The charge will be \$50.00 per person, per hour, one (1) hour minimum during Normal Business Hours. During Other Hours, the charge will be \$98.00 per person, per hour, one (1) hour minimum.
10. 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 \$25.00, as permitted in Commission Rules, Chapter 660.
11. RIGHT TO LIEN PROPERTY. Under the provisions of Title 35-A M.R.S. §6414 and Title 38 M.R.S. §1208, the Utility shall have the right to place liens on real estate served by the Utility to secure payment of rates established by the Utility under the Rules and Regulations of the Maine Public Utilities Commission.
12. RETURN TRIP FEE. The Utility may charge a Customer \$50.00 when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one (1) hour in advance to avoid the charge.
13. DISCONNECTION OF LEASED OR RENTED RESIDENTIAL PROPERTY. Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements contained in Commission Rules, Chapter 660 and offer the tenant the right to take responsibility for future payments.
- Pursuant to Commission Rules, Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:
- a. Apply any existing deposit to the current account balance, and
 - b. Assess, against the property owner, a collection fee of \$150.00, in addition to any applicable reconnection fee set forth in Section 9 of these Terms and Conditions.
- In addition, 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 premises.
14. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES. Pursuant to Title 35-A MRS §6111-C and Commission Rules, Chapter 660, the Utility may disconnect water service to Customers receiving sewer service for non- payment of an undisputed balance, if the Total Amount Overdue is more than \$100.00 or over ninety (90) days old, or if the Utility bills four (4) times per year or less, unless the limitation in Section 14.5 of these Terms and Conditions is applicable.

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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.

14.1. Billing. Bills for the Utility shall be issued in accordance with Commission Rules, Chapter 660 and with these Terms and Conditions, §3.

14.2. Disconnection and Reconnection. A fourteen (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 Commission Rules, Chapter 660.

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

14.4. Limitation for Multi-Unit Rental Facilities of Greater Than Two Units. Pursuant to Title 35-A MRS §6111-C, the Utility may not disconnect water service for non- payment of sewer service to a multi-unit rental facility greater than two (2) units, unless the owner of the facility occupies a unit that would be subject to disconnection, or unless the Utility has a Charter provision enacted prior to August 1, 2010, establishing the authority for such disconnection.

14.5. Payment Allocation. Pursuant to Commission Rules, Chapter 660, when a Utility receives a partial payment, the Utility must first apply the payment to the oldest basic service balance due, no matter if water or sewer, unless instructions from the Customer, a disputed bill, or a payment arrangement require otherwise. After all basic service balances due have been paid, unused payment amounts may be applied to non-basic service, unless otherwise stipulated.

14.6. 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 Commission Rules, Chapter 660 and with these Terms and Conditions.

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

14.8. Annual Filings. The Utility shall annually file a disconnection report with the Commission as specified

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in Title 35-A §6111-C and in Commission Rules, Chapter 660.

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

15. 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 \$50.00 per person, per hour, one (1) hour minimum, during Normal Business Hours plus the cost of equipment rental, if applicable. During Other Hours, the charge will be \$98.00 per person, per hour, one (1) hour minimum charge plus the cost of equipment rental, if applicable.

16. 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 the previous 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 \$50.00 per person, per hour, with a minimum of one (1) hour, for each service visit to the Customer's premises necessary to investigate and/or 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 \$98.00 per person, 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 MRS §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty-five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

17. NO TAMPERING WITH UTILITY PROPERTY. No person may tamper with Utility property. No valve,

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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 of these Terms and Conditions. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRS §2707, as amended or replaced. Should any Customer tamper with Utility property following disconnection for any reason allowable under these terms, they will be issued a written warning. Should tampering occur following the appropriate notification, a locking device to prevent tampering will be installed at the Customer's expense.

18. MAINTENANCE OF PLUMBING. Pursuant to Commission Rules, Chapter 620, 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/or from 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.

19. ACCESS TO PREMISES. Pursuant to Commission Rules, Chapter 620, as a condition of service, employees of the Utility having proper identification shall have reasonable access to all premises served by the Utility, 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.

20. 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 MRS, Chapter 741. The Utility will not be responsible for any damage 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.

21. SERVICE INTERRUPTION. As specified in Commission Rules, Chapter 660, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than five (5) hours or to affect more than ten (10) Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four (24) hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off, in accordance with Commission Rules, Chapter 660 and Chapter 620.

22. WINTER CONSTRUCTION. No new service or extension of Mains will be installed for the convenience

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of a Customer during winter conditions that increases the cost of the work for the Utility unless the Customer assumes all extra expenses over ordinary construction costs.

23. STOP VALVE. Pursuant to Commission Rules, Chapter 620, every service must be provided with operable stop valves located inside the building near the service line entrance, easily accessible, and protected from freezing. One valve must be located immediately upstream of the meter and one valve must be located immediately downstream of the meter. All plumbing must be installed to comply with applicable plumbing codes, to prevent back- siphonage and to permit draining whenever necessary.

24. 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 shall select a licensed professional to comply with this requirement and will pay the charges for the testing and for any necessary repairs directly to their contractor. Upon completion, the Customer must send the Utility a copy of each signed, certified test. A Customer who does not complete the required testing and/or whose backflow preventer is not fully functional will be disconnected as a dangerous condition, pursuant to the Utility's Cross Connection Control Program and Commission Rules, Chapter 660.

25. CROSS CONNECTIONS. Pursuant to Commission Rules, Chapter 620, no cross connection between the public water supply system and any other supply will be allowed unless properly protected by measures which comply with rules of the Maine Center for Disease Control. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any plumbing fixture, device, or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break

or properly protect the connection within a time limit specified by the Utility or the Maine State Internal Plumbing Code (02-395 CMR Ch. 4), 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.

26. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. Pursuant to Commission Rules, Chapter 620, Customers may not install or use any device that will affect the Utility's pressure or water quality or interfere with water service to other Customers without prior Utility written permission. Failure to comply may result in disconnection of service pursuant to Commission Rules, Chapter 660.

27. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. Pursuant to Commission Rules, Chapter 620, 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 as required by the Maine Center for Disease Control.

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28. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to Commission Rules, Chapter 620, water Service Pipes will not be placed in the same trench as facilities of other utilities. Where possible, a horizontal separation of ten (10) feet will be provided between water mains or service lines 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.

29. CONSERVATION. All Customers must prevent unnecessary waste of water. Pursuant to Commission Rules, Chapter 620, in the event of an emergency or when otherwise necessary to conserve the water supply, the Utility may restrict or prohibit water usage for all Customers, including but not limited to the use of hoses and lawn sprinklers, or limit water use per the Maine Center for Disease Control & Prevention or Maine Department of Environmental Protection. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system.

30. WATER SUPPLY EMERGENCY. The Utility may declare a water supply emergency and implement mandatory water conservation and/or utilization restrictions when drought, low rainfall, hot weather, and wasteful water usage practices combine to create a water supply emergency for the Utility. A water supply emergency exists when it has been determined that the Utility's water supply has become, or is at risk of becoming, so depleted that the ability to provide service to Customers is in jeopardy.

When it has been determined that a water supply emergency exists, the Utility shall make a formal declaration and shall provide notice to all affected Customers as soon as reasonably practicable by mail, email, text message, posted notice on utility webpage or other electronic platform (social media, etc.), by posting in public areas of the community or any combination of the above.

During a water supply emergency, the Utility shall restrict water usage per these Terms and Conditions §29.

A Customer who violates the Utility's water conservation and/or utilization restrictions shall first receive a written warning that each twenty-four (24) hour period for which the Customer was not in compliance with the Utility's restrictions constitute a separate violation. For each subsequent violation after the violation that resulted in the warning, the Utility may impose a penalty of \$98.00 on the Customer's next bill. Each twenty-four (24) hour period for which the Customer is not in compliance constitutes a separate violation. The Utility may disconnect Customers for repeated violations if it deems those Customers to be a threat to the safety of any person or to the integrity of the Utility in accordance with Commission Rules, Chapter 660.

Commission staff must be notified by email or telephone within twenty-four (24) hours of the implementation and removal of mandatory conservation and/or utilization restrictions, pursuant to Commission Rules, Chapter 620.

31. TEMPORARY SERVICE. In accordance with Commission Rules, Chapter 620, when impractical for the

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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 the owner of the adjacent property receiving service must authorize use of the temporary service. The Customer requesting water service will be responsible for all expenses associated with providing temporary service to the premises. 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 have otherwise been borne by the Utility, with interest compounded annually.

32. METERING, NEW SERVICE LINE AND MAIN EXTENSION POLICIES. The Customer may receive water through a meter upon application to the Utility. In accordance with Commission Rules, Chapter 620 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.

A. 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 620, 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 and separate shut-offs and meters 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 standards and specifications. The Utility, at its discretion, may require Customers to relocate existing meters, piping, shut-offs, and appurtenances at the property owner's expense, as a condition of service, and in accordance with the Utility's standards and specifications.

1. Single Family Residential. 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 a residence but 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 shall be installed 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

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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 a front building, in accordance with these Terms and Conditions by date approved, 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. 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.

2. Metering of Multi-Unit and Non-Residential Buildings. Except as provided in Commission Rules, Chapter 660, where there is more than one occupant of a multi-unit building supplied with water, the Utility shall require the owner to arrange the plumbing to permit separate connections with separate shutoffs and meters in locations acceptable to the Utility. In the case of a condominium, each unit owner shall be required to have a separate meter and shutoff in locations acceptable to the Utility. The owner of the premises shall bear the costs of the meters and installation. The installation of the individual meters shall be 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.

3. 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.

For mobile home parks operating with one service and individually metered mobile homes, a representative of the park is required to operate private valves at the Utility's request.

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4. Multi-Tenant Time Share Development Units. Multi-Unit time share development units shall be required to have separate meters. 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.

5. 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.

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

C. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment. Pursuant to Commission Rules, Chapter 620, 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 Normal Business Hours, the charge will be \$50.00 per person, per hour, one (1) hour minimum, plus cost of the meter and other necessary replacement parts. During Other Hours, the charge will be \$98.00 per person, per hour, one (1) hour minimum, plus the cost of the meter and any other necessary replacement parts.

As specified in these Terms and Conditions §15, if snow, ice, or other obstacles must be removed to complete a requested repair, total hours and equipment fees for the removal service will be added to the charge for this section.

D. Meter Pits and Vaults. The Utility discourages the use of meter pits or vaults due to accessibility and safety issues. As permitted in Commission Rules, Chapter 620, 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 will perform the work during Normal Business Hours, at a charge of \$50.00 per person, per hour, one (1) hour minimum, plus the cost of the necessary materials and equipment rental, if applicable. The Customer will pay a deposit in advance to cover the written estimated charge. The Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the balance due as a condition of service.

E. Meter Testing. The Utility will test its water meters according to the schedule and standards in Commission Rules, Chapter 620. 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 eighteen (18) month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit of \$50.00 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

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will adjust the Customer's bill according to the provisions of Commission Rules, Chapter 620. If the meter does conform to standards, the Utility may keep the Customer's deposit and continue to use the meter at the Customer's premises.

F. **New Service Lines and Meters.** As permitted in 35-A MRS §6106, and Commission Rules, Chapter 620 and Chapter 65, each applicant for a new water service must complete a written application and will be responsible for the cost of the entire Service Line, including permits for opening the pavement or boring across the road, if applicable, equipment rental, contractor labor and materials, and necessary appurtenances for installation, including the meter. The Utility reserves the right to pre-approve the design. The Customer shall own and maintain the Service Pipe from the curb stop into the premises and the Utility shall require individual Service Pipes for individual properties, lots or land parcels, regardless of ownership.

The Customer will be responsible for contracting the installation from the curb stop into the building with a Utility approved professional. All charges will be paid by the Customer, directly to the contractor. The Customer Service Pipe location will be set, or reviewed, by the Utility prior to excavation, and must be installed to applicable plumbing codes and Utility's standards and material specifications. The Utility shall own and maintain the Service Line portion of all service pipes that extend from the main to the shut off. The shut off shall 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. The Utility is entitled to an inspection of materials and installation by Utility personnel at no cost to the Customer and must be notified prior to burial or enclosure. A follow-up inspection may be required if the Customer or contractor was not fully prepared for the initial inspection or if the Utility finds a lack of adherence to the specifications. In the latter situation, the contractor may be required to re-do the work.

The Utility will be responsible for installing the Utility Service Pipe from the Main to the curb box, including 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 Normal Business Hours. The costs to the Customer for the Utility installed/subcontracted portion of the Service Line and appurtenances are as follows:

- A charge of \$50.00 per person, per hour, one (1) hour minimum, on the portion of the above-described installation done by the Utility, and for the inspection and approval of contracted work.
- Costs of the necessary materials, parts, and equipment rental, if applicable, including the meter.
- 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

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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 upon completion of the project, as per the written agreement between the Utility and the Customer.

G. Extensions of Mains. As the Utility has voted not to invest in Main extensions. All requests for water main extensions shall be at the Customers expense, as permitted in 35-A MRS §6106. The Utility will prepare a written estimate of actual costs to the Customer for the extension, including the cost of the estimate itself. If the Customer proceeds with the construction, a written contract shall be executed and a deposit equal to the estimate will be collected prior to the Utility performing the work. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion as a condition of service. A mutually agreed upon contractor shall be hired by the Customer, at the Customer's expense.

33. UTILITY JOBBING. A Customer must complete a written application before the Utility will agree to provide unregulated Utility service, such as construction services. As permitted in Commission Rules, Chapter 620, the 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. Upon completion, if the final cost exceeds the deposit, the Customer must pay the additional amount. Jobbing rates are established annually by the Utility and are available upon request.

34. 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. 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. 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.

35. PRIVATE FIRE PROTECTION. Customers requesting 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 Commission Rules, Chapter 65. and shall be considered a Service Pipe 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.

The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The Customer shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of their private system. No less than forty-eight (48) hours' notice must be given to the Utility so a representative of the Utility can be present to observe the test. The Customer must also compensate the Utility for both the actual costs of any public notice of the

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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.

36. ABATEMENT POLICY. The Utility does not abate for unusually high usage by the Customer with the exception being if Utility equipment, such as water meter, is not reading accurately. The Utility must receive the request within thirty (30) days of receipt of the bill in question. The Utility will review each request on an individual basis and grant or deny abatements based on available information.

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