

# Sanford Water District

## Terms & Conditions

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**Terms and Conditions**

The following Terms and Conditions made by the Sanford Water District and filed with the Maine Public Utilities Commission will, upon application for or acceptance of service, constitute a contract between the customer and the utility, and the customer will be considered to express his/her consent to be bound thereby, and to take water only for purposes stated in the application and at the established rates.

Except as explicitly provided herein, these Terms and Conditions are not intended to modify any rights or duties of the District or any customer or any authority of the Public Utilities Commission under any provision of Maine law, including Title 35-A of the Maine Revised Statutes Annotated or the rules and regulations of the Maine Public Utilities Commission.

All Utility residential, commercial, industrial and governmental credit and collection procedures in these Terms and Conditions will conform to and be based upon Chapter 660 of the Maine Public Utilities Commission's Rules and Regulations.

**1. Definitions**

- a. The terms "utility," "SWD," or "District" refers to the Sanford Water District.
- b. The word "customer" shall be taken to mean any person, firm, corporation, government or governmental division which has applied for and is granted service which is responsible for payment of the service.
- c. The words "main" or "water 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.
- d. The words "service pipe" means the pipe running from the main to the premises of a customer.
- e. The terms "Commission" or "MPUC" refer to the Maine Public Utilities Commission.
- f. A "private line" is defined in MPUC Chapter 660. Private lines are installed, owned and maintained at the expense and risk of persons other than SWD. SWD does not permit installation of new private lines where the potential exists to serve more than one customer.

**2. Application for Service**

Applications for service may be made at the District office or over the phone, on forms provided by the District. Applications for service may be made by the owner, the owner's agent or occupant of the establishment to be served. If the rendering of service requires a new service connection or other work on the owner's premises that must be done by the District, the owner must authorize the District to enter the premises to do the necessary work. In addition, the District may require the customer to provide a deposit for the full estimated amount at least two weeks prior to the District performing any work. Subject to the requirements of Chapter 62 of the Commission's Rules and Regulations, the size and location of the District's portion of the service pipe for a new service and service upgrade shall be determined by the District.

**3. Billing for Domestic Service and Fire Protection**

- a. Billing: Customers are billed based on metered consumption or as otherwise provided in accordance with the District's rates on file with the MPUC.
- b. Billing period: The District normally bills its residential customers on a quarterly basis, with exceptions at the sole discretion of the District. Some commercial and industrial customers are billed on a monthly basis, at the sole discretion of the District. Metered service is billed in arrears; flat rate billing and private fire service is billed in arrears; public fire protection is billed in advance.
- c. Billing Responsibility: 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. The customer is responsible for providing current contact information.
- d. 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 will be no less than 25 days after the bill is mailed or hand delivered.

**4. Responsibility for Water Charges**

Where there is more than one occupant of a building supplied with water, the plumbing must be so arranged by the owner as to permit separate service connections with shutoffs and meters in locations acceptable to the utility, for each place of business or abode, unless the owner of the premises makes application for service and thereupon assumes responsibility for payment of all charges for water service rendered to the property.

**5. Unauthorized Use of Water**

No customer shall supply water to another, nor shall he/she use it for any purposes not mentioned in his/her application without utility approval. No customer shall obtain water from any hydrant or other fixture of the utility without the previous consent of the utility.

**6. No Tampering with Utility Property**

There shall be no tampering with utility property. No valve, shutoff, hydrant or standpipe,

which is the property of the utility, will be opened or closed or otherwise operated by other than persons authorized by the utility. No meter or meter remote will be tampered with, bypassed, removed or replaced without the consent of the District.

**a. Consequences of Unauthorized Use or Tampering**

In the event of an unauthorized use of water, the Customer is subject to immediate disconnection without notice, and persons damaging, destroying or tampering with District property, or wrongfully obtaining District property will be held liable to the extent allowed under 35-A MRSA §2706-2708, which may include a civil penalty not to exceed \$2,500. The District will also assess - based on its currently approved rates - a charge equal to its estimate of unmetered water.

**b. Diversion Charge:**

If District personnel expend time investigating and documenting unauthorized use or diversion of water by a customer, the customer will be responsible for documented costs of the investigation and other penalties as allowed under 35-A MRSA §2706, which may include a civil penalty not to exceed \$2,500.00. This charge is applicable to diversion around the water meter to evade charges, as well as the unauthorized reconnection of service following voluntary/involuntary termination of service.

**7. Fire Hydrants**

Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In no case shall fire hydrants be operated by a person other than an agent of the District, except when used for fire protection or training. See consequences for unauthorized use or tampering elsewhere in these terms and conditions.

**8. Maintenance and Plumbing**

To prevent leaks and damage, all customers shall maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing or from heat damage.

**9. Liability**

The District will only be liable for any damages arising from any claim by a customer to the extent liability is expressly provided in the Maine Tort Claims Act as set forth in Title 14, Chapter 741 of the Maine Revised Statutes Annotated. The District makes no representations or warranties about the suitability of any water provided by the District for any particular purpose.

**a. No Liability for Interrupted or Unsatisfactory Service**

If, by reason of temporary shortage of supply or for the purpose of making repairs, extensions, connections, or placing or replacing meters, or for any reason beyond the control of the utility, it becomes necessary to shut off water in a main or service, the utility will not be responsible for any damages occasioned by such shut off. Notice of

shut off will be given when practicable, but nothing in these Terms and Conditions shall be construed as requiring the giving of such notice.

**b. Water Quality Issues**

The utility will not be responsible for damage caused by discolored water or unsatisfactory water service which may be occasioned by cleaning of pipes, reservoirs, or standpipes, or the opening or closing of any valves or hydrants, or any abnormal condition, unless caused by the lack of reasonable care on the part of the utility. The utility will not be responsible for meeting unusually high water quality standards for specialized or industrial customers.

**10. Conditions of Service**

**a. Access to Premises**

Employees of the District with proper identification shall have access to all premises served by the District, at 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, inspection of cross-connection prevention, and to enforce these terms and conditions.

**b. Isolation Valves**

Every service must be equipped with operable isolation valves located inside the building near the service entrance, easily accessible, and protected from freezing, with one valve located above and one valve below the meter. The District shall also require that all piping be arranged to prevent back-siphonage and to permit draining whenever necessary. The isolation valves shall be owned and maintained by the customer.

**c. Bypass Valve**

Effective Nov 1, 2011, customers desiring a bypass valve must file an application for such valve with the District. Services shall be equipped with a bypass valve only if the meter is 2" or larger, and if the applicant can document a need for business continuity to the satisfaction of the District. A bypass valve shall be owned and maintained by a customer; it shall only be installed after the approval by the District, and shall be sealed shut. It can only be operated with the consent or approval of the District. In the event that the bypass valve is unsealed or operated without the consent or approval of the District, the District, at its discretion, may require removal of the bypass valve and related bypass piping at the customer's expense.

**d. Water Meters and Meter Reading Device**

The District will provide only one meter per each service. A customer will receive water through a meter upon written application to the District. The District shall determine the size of the meter, which shall be reasonable in view of the nature of the water service provided. Meters must be installed in a clean, dry, warm area at a point that is close to where the service pipe enters the customer's premises and is readily accessible to District representatives. The District may install remote reading devices. The most

beneficial location of this device, for efficient and safe meter reading purposes, will be determined by the District.

**i. Submetering**

If additional or auxiliary meters are desired by the customer for showing subdivision of the supply, the customer shall furnish, install, read and maintain such meters at the customer's own expense. All auxiliary meters must be installed downstream of the District's meter.

**e. Fluctuation of Pressures by Customer's Apparatus**

No customer shall install or use water consumption apparatus which will affect the utility's pressure or operating conditions so as to interfere with the service of another customer or cause damage to the District's infrastructure. Where a customer has or proposes to install apparatus which requires water in sudden and/or material quantities, impairing the pressure to the detriment, damage, or disadvantage of other customers, the District reserves the right to require such customer to install devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits determined by the utility. If the customer, after receiving written notice from the District, fails to present an acceptable remedial plan within a time limit set by the District, service will be discontinued pursuant to provisions of Chapter 660. If such fluctuations pose an immediate threat danger as defined in Chapter 660, water may be discontinued immediately pursuant to the provisions of Chapter 660.

**f. Safeguarding Direct Pressure Water Devices and Systems Supplied by Automatic Feed Valves**

All customers having direct pressure water devices, including but not limited to booster pumps, hot water tanks or secondary systems supplied by automatic feed valves shall install and maintain at the customer's expense appropriate vacuum, temperature, pressure relief valves, and lower water cutouts in their water system to prevent damage, should it become necessary to shut off the water main or service, or should a pressure failure occur for any other reason. Water service supplied to any customer not providing such protective devices will be strictly at the risk of the customer, and the District will not be held liable for damage resulting from lack of or failure of such protective devices.

**g. Cross Connections**

Pursuant to Chapter 620 of the Commission's Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine Cross Connection Control Rules and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the District. 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, the District may disconnect the service according to Chapter 660 of the Commission's Rules and Regulations. The District's Cross Connection Control Program is on file at the Utility office.

**11. Joint Use of Pipe Trench**

Water mains or service pipe shall not be placed in the same trench with facilities of other utilities. If possible, a water utility shall provide a horizontal separation of ten feet between water mains or service pipe and facilities of other utilities. Where extenuating, unusual or special circumstances are encountered, a lesser separation may be allowed with mutual agreement of all parties involved, provided that the installation shall be in compliance with all applicable laws, rules and regulations. In the case of sewer pipes and services, there shall be a minimum of ten feet of separation as per Maine Rules Relating to Drinking Water 10-144 Chapter 231, Section 4E.

**12. Size of Water Distribution Mains**

The District Provides water for domestic use and fire protection. The District requires all distribution mains be adequately sized in compliance with Chapter 65 of the Maine Public Utilities Commission's Rules and Regulations.

**13. 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.

**14. Service Interruption**

As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service.

**15. 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.

**16. Charge for Returned Checks**

A charge will be made to the account of any customer whose check is returned by the bank for reason of insufficient funds or incorrect bank information. The charge shall be the greater of \$5.00 or an amount equal to the actual bank charges up to but not exceeding \$15.00. If

requested the utility will furnish the customer with proof of any bank charges in excess of \$5.00.

**17. Collection Charge for Past Due Bills**

If District personnel visit the customer's premises to disconnect service for nonpayment and in lieu of actual disconnection, the customer pays or makes a payment arrangement, the District will charge a collection fee of \$30.00.

**18. Restoration of Service**

The District will charge a customer a connection fee to restore services at the customer's premises if service was disconnected for nonpayment of bills, violation of the Terms and Conditions, fraudulent use of water, dangerous conditions on the customer's premises, or violation of Commission rules.

The connection charge is \$50.00 for each resumption of service made during the normal business hours of 7:30 a.m. to 3:30 p.m., Monday through Friday, excluding all Maine legal holidays. Restoration of service outside of normal business hours is at the District's discretion, the charge outside of the District's normal business hours is \$150.00.

**19. Lien Charges for Unpaid Water Bills**

The District will enforce its lien rights in accordance with 35-A M.R.S.A, §6111-A, and §6414-A to collect a past due water bill. A \$350.00 charge in addition to the applicable reconnection fee to cover the costs of collection of the account balance, including the cost of notification of tenants, preparation and filing of the lien and the preparation, filing and service of the complaint, summons and other associated pleadings will be added to the past due amount. This charge is in addition to any damages, costs, interest and attorneys' fees as may be awarded by the court in any collection action.

**20. Disconnection of Leased or Rented Residential Property**

Before disconnecting leased or rented residential property the District shall comply with the notice requirements contained in Chapter 660 of the Commission's Rules and Regulations, and must offer the tenant the right to take responsibility for future payments.

**a. Leased or Rented Single-meter, Multi-unit Residential Properties**

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

- i. Apply any existing deposit to the current account balance, and
- ii. Assess, against the landlord, a collection fee of \$40.00 in addition to any applicable reconnection fee set forth in these Terms and Condition.

- b. The District may, at the sole discretion of the District, authorize separate metering of each dwelling unit in a multi-unit single meter property at the landlord's expense.

**21. Electronic Bill Payment**

The District may allow customers to pay amounts owed the District for service by using a credit card, debit card, ACH or pre-authorized draft (collectively known as electronic bill payment). The District or any vendor retained by the District to process any payments by electronic bill payment may charge customers a fee for processing payments, as long as the customer is informed of the specific amount of the fee prior to making the payment. The fee shall not exceed \$6.00.

**22. Metering and New Service Line and Main Extension Policies**

- a. **Separate Metering of Buildings.** No Customer shall supply water to another, nor use it for purposes not mentioned in his/her application without prior written District approval. At its discretion, the District reserves the right to require separate piping and a separate meter and shut-off for each building as a condition of service.

- b. **Metering of Multi-Unit Buildings.** Except as provided in Chapter 660 of the Commission's Rules and Regulations, where there is more than one occupant of a building supplied with water, the Utility may require the owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility.

- c. **Meter Pit Policy**

The District discourages the use of meter pits or vaults due to inaccessibility and safety issues. Use of meter pits or vaults will be considered on a case by case basis and requires prior written approval by the District. Approved meter pits or vaults must be in accordance with the requirements and specification of the District. All meter pits and vaults are owned, installed and maintained by the customer. The meter pit or vault must be located on the property of the customer as close to the property line as possible. Any backflow prevention device installed inside a pit or vault must receive prior written approval from the District and meet all applicable State and local regulations.

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

1. In such manner to keep the pit clean and dry at all times.
2. In such manner to allow District representatives to have safe access to the pit during normal business hours.

- d. **New Service Lines and Water Mains**

New service lines shall be requested on forms provided by the District. Water main

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extensions will be in compliance with MPUC Chapter 650. All requests for services and or water mains must be accompanied by information requested by the District for review and may include things such as plans and drawings of all proposed and existing utilities and structures, property lines, domestic and fire protection demands, and other items required for and municipal or regulatory approval. The applicant is responsible for all costs associated with the installation, and work will be scheduled at the District's discretion.

- i. All materials will be in compliance with requirements and specifications of the District.
- ii. Separate Service: Unless otherwise approved by the District, each metered unit will have its own service and curb stop in accordance with the District's requirements and specifications.
- iii. Service/Valve box location: Valve boxes for water mains and services shall be at least five feet from all structures, wall, steps, trees, and shrubs.
- iv. Customer's side of the service must conform to the District's material specifications and requirements.
- v. Inspection: The District shall inspect all underground service line and water main installations before backfilling, spot inspections will also be performed, on some jobs the District may choose to have continuous inspection onsite. All work must be performed during normal business hours unless special arrangements are made with and approved by the District. The District must be given advanced notice of any and all work. Approval of such installation by the District does not constitute a guarantee by the District as to the sufficiency of the materials or workmanship.

### **23. 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 with a separate service connection. The District 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/her private system. Timely notice must be given to the District of any testing and District may choose to have a representative present to observe the test.

### **24. Charge for Replacement of Damaged Water Meters**

The charges to customers for costs incurred for the replacement of meter(s) damaged due to improper care by customers replaced during normal business hours are \$50.00 plus the cost of the replacement meter, outside normal business hours are \$150.00 plus the cost of the replacement meter.

**25. Leak Abatement Procedure**

The District may provide abatement for a portion of a customer's bill for leakage. Customers who request abatement must complete the application provided by the District. Customers must have previous bills for water paid in full to apply for abatement. The abatement will only be available one time during a five-year period on each account. Proof may be required to substantiate the leakage and repair, and the District may require inspection by District personnel or an authorized agent of the District to verify leakage and repair. The abatement will be based on deducting a portion of billing in excess of normal usage as determined by the District. The amount of excess deducted will be 50% except that in cases of a natural disaster (such as a hurricane or flood), fire, or if leakage is the result of a crime, the District may, at its discretion, abate up to 100% of excess billing. In no event will the abatement apply to leakage that occurred more than one year prior to the time the customer notifies the District of the leakage.

**26. Office Hours, Normal Business Hours, and Other Hours**

Office hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday (excluding holidays) at the District's business office at 243 River Street. Normal business hours, for the purpose of charging reconnection and damaged meter fees, are 7:30 AM to 3:30 PM Monday thru Friday (excluding holidays).