

**SOUTH BERWICK WATER DISTRICT
80 BERWICK ROAD
SOUTH BERWICK, MAINE**

TERMS and CONDITIONS

And

SCHEDULE of RATES

MAINE PUBLIC UTILITIES COMMISSION

EIGHTH REVISION

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TERMS and CONDITIONS

WATER UTILITIES

The following Rules and Regulations made by the **SOUTH BERWICK 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 District, and the customer will be considered to express his consent to be bound thereby, and to take water only for purposes stated in the application *for service* and at the established rates. Any failure to comply with these rules and regulations, or requirements referenced herein, may be cause for refusal or discontinuance of service.

These Terms and Conditions produced by the South Berwick Water District, and accepted by the Maine Public Utilities Commission will govern and guide the District in the operation of its business.

DEFINITIONS

The word “utility”, “SBWD” or “*District*” refers to the **SOUTH BERWICK WATER DISTRICT**.

The word “customer” shall be taken to mean any person, firm, corporation, government, or governmental division who has applied for and is granted service or who is responsible for payment for the service.

The words “water main” means a water pipe, owned, operated and maintained by the *District*, which is used for the purpose of transmission or distribution of water, but is not a water service pipe.

The words “service pipe” is the pipe running from the main to the premises of the customer.

1. **Application for Service** - Applications for service are to be made at the office of the *District* on forms which will be provided by the *District*, or by mail. Such application may be made by either the owner or occupant of the premises to be served. The applicant will pay the District a \$20.00 Application for Water Service Fee along with any associated turn-on fees and minimum in advance payment prior to the service being activated. If the rendering of service requires a new service connection or other work on the owner’s premises, and the application is made by the occupant of the premises, he must present to the *District* a letter of request in writing from the owner authorizing the *District* to enter the premises to perform the necessary work.

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Subject to the provisions of the water main extension rules of the Public Utilities Commission, the size and location of the utility’s portion of the service pipe shall be determined by the *District*.

2. **Conservation** - The District shall take all reasonable steps to prevent unnecessary waste of water. Customers must prevent all unnecessary waste of water. Customers shall not allow water to run to prevent freezing, or longer than necessary for proper use, without written authorization from the District. If a leak is located on a customer’s service pipe, the District shall provide notice to the customer that the leak must be repaired expeditiously. If a customer fails to repair a leak on their service pipe within a reasonable period specified by the District, service shall be discontinued pursuant to Chapter 810 or Chapter 860.

3. **District Jobbing** - The *District* may perform work for a customer at his expense. A deposit may be required equal to the *District’s written* estimated cost of the work and for which deposit the customer will be given a receipt. It will be generally assumed that estimates and bills will be rendered on the basis of time and materials. *Unless the work is performed on a flat-rate basis, the District will return any excess deposit upon completion of the work. If the final cost exceeds the deposit, the customer must pay the additional amount upon completion of the work and a final bill will be rendered.*

Temporary shutoff and resumption of service outside of normal working hours and for the convenience of the customer will be considered District jobbing and will be charged to the customer *at applicable rates*.

4. **Ownership and Maintenance of Service Pipe** - All service pipes, including the shutoff, within the limits of the highway or *public* right of way, shall be installed, owned and maintained by the District. From the limits of the highway or public right of way to the building, the service pipe shall be installed, owned and maintained by the customer. The customer owned portion of the service pipe must be installed per the District’s standards and specifications and only after approval of the District is obtained.

Any service pipe requested shall be financed in full by the customer.

When it becomes necessary to thaw frozen service pipes, and it cannot be determined where it was frozen, and when the *District*, at the customer’s request, undertakes to thaw the same, one-half of the cost thereof shall be paid by the customer.

5. **Temporary Service** - When, for any reason, it is impracticable to provide independent service, water may be furnished temporarily from an adjacent service if deemed advisable by the *District* and the owner gives his permission, but entirely at the expense and risk of the customer requesting such service. As a general rule, temporary establishments or temporary service are expected to last no longer than five (5) years. The owner must enter into a temporary service agreement with the District before any temporary service is provided.

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The *District* shall have no obligation to make an investment to extend or supplement its water service to a house trailer or any establishment considered by the *District* to be of a temporary nature.

Temporary shutoff and resumption of service outside of normal working hours and for the convenience of the customer will be considered *District* jobbing and will be charged to the customer.

- 6. **Unauthorized Use of Water** - No customer shall supply water to another party nor, shall he use it for any purposes not mentioned in his/*her* application without *District* approval. No customer or unauthorized person shall obtain water from any hydrant or other fixture of the *District* without the previous consent of the *District*. Theft of utility services is unlawful and violators will be prosecuted to the fullest extent of the law.
- 7. DELETED
- 8. **Summer Service of Pipes and Mains** - Summer service of pipes and mains are ones which because of a lack of a sufficient cover or for any other reasons can supply premises for only a portion of a year. Water furnished through summer service pipes and mains will be furnished only from May 1 to October 1 except that the utility may render service before and after these dates if deemed advisable. Service furnished later than November 1 via a summer service or main shall be by written agreement between the *District* and the customer unless the District does not believe it is necessary to do so...
- 9. **Seasonal Customer** - A seasonal customer is one who regularly takes service for only a portion of the year from either a summer or year-round service. Except as provided below, a seasonal customer will be subject to the rules and charges of seasonal rates in effect. A customer regularly vacating his premises for three months (3) or less, may however, elect in writing, to be classified as an annual customer subject to normal charges 12 months of the year notwithstanding any requested temporary suspension of service
- 10. **Shutoff Valve** - Every service must be provided with two operable ball or gate valves located inside the building near the service entrance, easily accessible, and protected from freezing. All piping and valving shall be so arranged as specified by the District.
- 11. **Maintenance of 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.

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12. **Cross Connections** - *All customers, both new and existing, must comply with all provisions of the District's Cross Connection Control Program regarding installation, inspection, maintenance, and testing of approved backflow devices. All requirements of the District's Cross Connection Control Program must be met before water service will be supplied to new accounts. No cross connection between the District's public water supply system and any other supply will be allowed unless properly protected and, isolated from the District's water supply system in accordance with directives and rules of the State Department of Human Services Drinking Water Program, the Public Utilities Commission's Chapter 62 Service Standards and the District's Cross Connection Control Program.. No new cross connection may be installed without the approval of said Department and the District. In addition no connection capable of causing back flow between the District's public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted.*

If the owner of any such connection fails or refuses to break or properly protect the connection within a time limit specified by the District, the District may disconnect the service in accordance with the Public Utilities Commission Rules and Regulations, Chapter 810 and/or Chapter 860. The District's Cross Connection Rules are on file at the District's office and the State Department of Human Services.

In addition, all commercial and industrial accounts shall have a minimum of a testable reduced pressure zone (RPZ) backflow device located immediately following the District's water meter.

13. **Fluctuation of Pressures by Customer's Apparatus** - *No customer shall install or use water consumption apparatus which will affect the District's pressure or operating conditions so as to interfere with the service of another customer. 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 District.*

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 the Public Utilities Commission Rules and Regulations, Chapter 810.

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14. **Safeguarding Direct Pressure Water Devices and Systems Supplied by Automatic Feed Valves** - All customers having direct pressure water devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves, should have installed and maintained in good operating condition, at the expense of the customer, appropriate vacuum, temperature, and pressure relief valves, or cutouts in the water system or their appurtenances 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 damages resulting from the lack of or failure of such protective devices.

15. **Joint Use of Service Pipe Trench** - Except as provided in the following paragraph, water service pipes will not be placed in the same trench with other utility facilities and where possible a horizontal separation of ten (10) feet shall be provided.

Where extenuating, unusual or special circumstances are encountered, a lesser separation or joint use of trench may be allowed with mutual agreement of the parties involved provided that the installation shall be in compliance with all applicable laws, rules and regulations.

16. **Winter Construction** - No new service or extension of mains will be installed for the convenience of a customer during winter conditions which increase the cost of the work for the *District*, unless agreed to by the District, and the customer assumes all extra expense over ordinary construction costs. As with all service and water main extensions the entire cost will be paid for by the customer.

17. **Responsibility for Water Charges** - Except as provided in Chapter 810, 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 connections with *shutoff valves* and *separate* meters in locations acceptable to the District 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.

18. **Billing Procedures** - Minimum meter charges and all fire service charges shall be billed in advance and water used in excess of that allowed under the minimum charge shall be due and payable *within 25 days* from the post mark date, generally at the end of the billing quarter. *Overdue bills are subject to monthly interest finance charges set at the maximum rate allowed as determined by the Public Utilities Commission. The District reserves the right to bill customer's monthly bi-monthly, quarterly, or by the season if desired.*

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19. **Abatement/Rebate Policy** - Customers may apply for a pro-rata reduction on their minimum bill if water service is interrupted for more than forty-eight (48) hours through no fault of their own. Please contact our office for information about interrupted or unsatisfactory water service.

At the discretion of the Board of Trustees, the District may rebate a portion of a customer’s bill for leakage. The basis of the rebate, if awarded by the Trustees, will only be available one time during a three (3) year period on each individual account. Proof will be required to substantiate the leakage and repair. The rebate will be based upon deducting one-half of the billing in excess of normal usage for the bill period in question, based on two (2) prior histories. New accounts with no history will be rebated at any excess of minimum charge.

20. **Deposits** - All deposits required shall be in accordance to Chapter 810 of the Public Utilities Commission’s Rules and Regulations now in force or which may hereafter be adopted. The District can ask for a deposit only if there is some proof that the customer will be a credit risk, that is, that the customer may not pay their future bills. In most cases, proof that the customer will be a credit risk, is demonstrated if the customer has an unpaid water bill when they apply for service or they have been disconnected for non-payment, unauthorized use or theft of services. These are not all the situations in which the District can require a deposit. Customers have the right to show evidence that they can and will pay their future water bills and avoid a deposit request. When the District requires a deposit, the District will inform the customer in writing. The District must tell the customer what they can do to begin or continue service. The customer can ask for proof that they are a credit risk. The District will pay interest on the customer’s deposit. The District will give the customer options between a cash deposit and allowing another person to guarantee their bills up to the deposit amount. The guarantor must be a customer in good standing with the District.

The District can require a deposit that is equal to the customer’s anticipated bills for two (2) billing periods. The customer can usually have a choice to pay the deposit in full or three (3) payments, with half the total due immediately, twenty-five (25%) percent in thirty (30) days and twenty-five (25%) percent in sixty (60) days. However, the District may demand full payment of a deposit if the customer is already using a payment plan to pay off an unpaid bill.

The deposit shall be refunded when the customer has established credit. The District will return the customer’s deposit with interest if they pay their bills on time for twelve (12) consecutive months. Upon return of the deposit, the *District* shall pay the interest rate set by the Public Utilities Commission in accordance with Chapter 870 of the Public Utilities Commission’s Rules and Regulations. Copies of Chapter 810 and Chapter 870 are available at the District Office for customer’s review.

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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 (automatic clearing house) or pre-authorized draft (collectively 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.
22. **Medical Emergencies** - The District will not disconnect service or refuse to reconnect it when the customer or someone in the customer's residence is seriously ill, provided a registered physician confirms that an emergency exists. If the customer can not get a doctor to call right away, the customer may inform the District themselves. The District will wait three (3) work days for the doctor to call or write the District. The District can require written certification from the doctor, including specific reasons why service is necessary and how long the emergency will last. Disconnection can be postponed due to a medical emergency for up to thirty (30) days, and can be renewed up to ninety (90) days. A medical emergency does not cancel the bill. The District will refer the customer to financial assistance agencies and ask the customer to negotiate a reasonable payment plan.
23. **Access to Premises** - Employees of the *District*, or *their authorized agents*, having proper identification, shall have free access to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove or read meters, to ascertain the amount of water used and the manner of use, and to enforce these Terms and Conditions.
24. **Discontinuance of Service** - Bills for water service are due and payable when issued, and shall be considered delinquent *and subject to an interest charge (see section 18)* when unpaid after twenty five (25) days. Water Service will be terminated in accordance with Chapter 810, and the District may exercise its lien rights in accordance with 35A MRS 6111 to collect a past due water bill, including a charge of \$ 300.00 covering lien notification, preparation, filing and processing in addition to the past due amount and collection fee. The District generally does not want to disconnect a customer's water service. The District will work with the customer to resolve problems. However, if the customer refuses to cooperate, the District has the right to start disconnection procedures when: the customer fails to pay or make a payment plan for an overdue bill; the customer does not keep with a written payment plan; the customer fails to pay a deposit, arrange to pay for it or provide someone who is willing to guarantee payment; the customer is using the water service without having applied for it; the customer refuses to let the District onto the property to install or read a meter or inspect or repair District property; the customer has tampered with the meter or somehow managed to obtain service without payment; the customer misrepresented who they are to get service; the customer fails to comply with a decision of the Maine Public Utilities Commission or it's Consumer Assistance Division; the customer has a cross connection (backflow) violation.

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The District is not allowed to disconnect the customers water service for: non-basic service charges, such as merchandise or services not regulated by the Maine Public Utilities Commission; an old bill that was not properly transferred to the customer's account when they applied for service; estimated usage. But, the District can disconnect for this if the customer refused to allow the District to read a meter or they have refused to provide the District with an actual reading.

The District will not disconnect if the customer or a Doctor notifies the District of a medical emergency (see section 00 of these Terms and Conditions). If the customer is a tenant and if the landlord does not pay the bill, the District will issue the tenant a notice and opportunity to put service in the tenant's name. The tenant does not have to pay the landlord's unpaid bill.

In most cases, the District will notify the customer in writing at least fourteen (14) days before stated disconnection date. But, the District can give the customer only three (3) working days notice if the customer has broken a payment plan, failed to pay a deposit, paid with a bad check or received service without applying to become a customer. The District can disconnect without notice only if there is unauthorized use or a dangerous condition. A notice is good for ten (10) business days after the disconnection date stated on it. The ten days may be extended if the customer refuses to give the District access to the meter or other device to turn off service. The disconnection notice will tell the customer what to do to avoid disconnection and how the customer can dispute their bill on the disconnection itself. The District will not disconnect water service on a Friday, a weekend, a legal holiday, the day before a holiday or on any day the District office is not open for business.

When the customer requests water service be disconnected, the customer must give the District at least seven (7) days notice when the customer wants to disconnect water service. The District can bill the customer for service until the customer gives the required notice or the District disconnects, whichever is first.

- 24A. Reconnection/Restoration of Service - The District must reconnect service during the business hours on the same day requested, or at the latest during the next business day, provided the customer has paid their overdue bill or agreed to a payment plan. The District will charge a customer a reconnection fee to restore service at the customer's premises if service was disconnected for non-payment of bills, violation of the Terms and Conditions, fraudulent use of water, dangerous conditions on the customer's premises violation of Commission rules. The reconnection charge is \$ 35.00 for each resumption of service made during normal business hours. The charge during other than normal business hours is \$ 52.50. * At applicable rates set annually by the Board of Trustees of the District.

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24B. When the *District* dispatches an employee to effect a shutoff occasioned by delinquency and, upon arrival at the place of service, arrangements are made with the business office for payment of charges due, service may be continued, but continuance of service will be subject to a charge of \$ 25.00. Not more than one such charge may be assessed for any *one* delinquency.

24C. If a delinquency or violation of Rules results in a shutoff, a turn-on charge of \$ 25.00 will be assessed for resumption of service in addition to a continuance of service charge, if previously incurred.

24D. Collection Trip Fee – If District 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 District will charge a collection trip fee of no-less than \$10.00.

25. **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, unpaid bills pursuant to Chapter 810, or for any reason beyond the control of the *District*, it becomes necessary to shutoff water in a main or service, the *District* will not be responsible for any damages occasioned by such shutoff, and no adjustment of rates will be allowed unless the interruption is in effect for a continuous period in excess of 48 hours, if the interruption is not the customers fault, in which case a proportional adjustment of rates will be made. Notice of shutoff will be given when practicable, but nothing in this *Section* shall be construed as requiring the giving of such notice.

The *District* will not be responsible for damage caused by discolored water or unsatisfactory water service which may be occasioned by cleaning of pipes, reservoir 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 *District*. The *District* will not be responsible for meeting unusually high water quality standards for specialized or industrial customers or any other particular purpose. *The District will only be liable for any damages arising from claims to the extent that liability is provided in the Maine Torts Claim Act, as set forth in Title 14, Chapter 741 of the Maine Revised Statutes Annotated. The District makes no representations or warranties about the quality or suitability of the water for any particular purpose.

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The *District* will attempt to maintain standard system pressures between 25 lbs. p.s.i. and 125 lbs. p.s.i. and will not be required to render serviced where normal system pressures may be expected to fall below 20 lbs. p.s.i.

In the event that a prospective customer desires service with the full understanding *that* the normal system pressures *as described above* may fall below that limit, service will be rendered only upon completion of a Limited Service Contract, which contract shall be approved by the Public Utilities Commission prior to rendering service. Where a customer feels that the system pressures, within the above range are higher than his plumbing or apparatus can endure, it shall be the responsibility of the customer to install a suitable pressure reducing device.

26. **Meters**

A. **GENERAL** - All water sold by *the District* shall be on the basis of metered measurements or as otherwise provided for in its rate schedules, and the utility may install meters whenever deemed expedient.

The customer may receive water through a meter upon written application to the *District*. The size of the meter will, in all cases, be determined by the *District*.

B. **METER SETTING** - All meters shall be set, as nearly as possible at the point of entrance of the service pipe to the building and the customer shall provide and maintain a clean, dry, warm and accessible place thereof. The cost of the meter and installation shall be borne by the *customer*. Meters, once set, may be changed in location at the request of the customer, at their own expense, and the work shall be done only by *the District or an agent of the District*.

For new installations of meters one and one half (1 1/2) inches and larger in nominal size, the piping arrangement shall be in accordance with the specifications, standards and requirements of the *District*.

Except as provide in Chapter 810, and in accordance with the District’s Policy on Metering Multi-Unit Dwellings and Complexes, the District requires all new and or renovated or converted to, multi-unit structures, each unit of the multi-unit structure shall have its own separate service line, meter, individual shut-offs, both inside and outside the structure, unless a variance is requested and granted.

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- C. **REMOTE READING REGISTERS** - Remote reading registers or similar remote automated, such as ECR Touch Pads or MXU Radio Read transmitters, etc., acceptable to, and installed by the *District*, shall be utilized. Remote readers will be installed in a protected area accessible at all times. The owner is responsible for the care of and any damage to the remote reader.

If requested by the customer either for his convenience or to avoid plumbing modifications or a meter vault, the meter register and its installation shall be paid for by the customer but the meter remote register shall be owned and maintained by the District. All new remote registers will comply with District specifications, standards and requirements.

- D. **METER PIT/VAULT** - Notwithstanding, and in accordance with the District's Policy on the Installation of Meter Pits, and or when for other reasons it is necessary or expedient to locate the meter outside the building, the District shall require the owner/developer of a property to supply and install a meter pit(s) to its specifications at the customers expense and as a condition of service, when one or more of the following conditions exists:

1. The service location makes discovery of a possible leak unlikely
2. The use of service pipe deemed by the District to be inferior makes the possibility of a leak likely. Note: copper tubing must be type K, and C.T.S. plastic tubing must be rated 200 psi, ductile iron class 52.
3. A single service supplies two (2) or more units with no suitable common area (accessible independently of any individual tenant/owner) in which to install the meter
4. A property of two (2) or more units is supplied through multiple services, any one of which is located in front of, or enters a unit other than, the one it serves.
5. The customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances.
6. The customer does not furnish an otherwise suitable location for a meter(s) inside the customers dwelling.

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Further, whenever any dwelling or structure is constructed in excess of 300 feet from the roadway, the District shall require a meter pit installation as close to the property line as the District deems necessary. The applicant for service shall pay all costs associated with the purchase and installation of the meter pit, including all appurtenances, and shall be responsible for the installation and maintenance of the service line from the meter pit to the dwelling.

Whenever any dwelling or structure is constructed on a slab foundation, regardless of the distance from the road, the District shall require the installation of a meter pit according to the requirements of this Section.

In such cases requiring the installation of a meter pit, the District shall determine the appropriate size for piping and meters.

If mutually agreed upon, the installation may be performed by the *District* on a jobbing basis.

- E. **REPAIRS** - Meter repairs and replacements necessitated by ordinary wear will be paid for by the *District*. Those caused by freezing, hot water, or by other causes within the control of the customer will be charged to the customer, including the cost of removing and replacing the damaged meter.

- F. **SUBMETERING** - If additional or auxiliary meters are desired by the customer for showing subdivision of the supply, the *customer* shall purchase, furnish, install, read and maintain them at his own expense.

- G. **TESTING** - Each *District* furnishing water on a metered basis shall provide and maintain suitable equipment and facilities for testing its meters acceptable to the Public Utilities Commission except that upon written request from a *District* having a relatively small number of meters and limited personnel, the Commission may waive this requirement provided arrangements are made with another *District* or qualified firm properly equipped to test its meters, such arrangements being acceptable to the Commission.

- G1. Portable test meters and equipment may be used to test meters in the field; these test meters and equipment shall be tested and recalibrated to insure accuracy at least once a year. The equipment shall include a device to regulate the flow of water through the meter during the test.

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G2. Meters will be carefully tested by the manufacturer with proper certification of such testing furnished to the *District*, or by the *District* before installation. Thereafter, meters will be tested periodically as prescribed by the Commission or more frequently if requested by the customer. Tests made at the request of a customer shall be made in the presence of the customer or his representative, if he so desires, and a report of the test in writing will be furnished the customer.

G3. All tests will be at the sole expense of the *District* unless the customer requests tests more frequently than once in eighteen (18) months, in which case the District shall require the customer to make a deposit in the amount of \$ 100.00 which will cover the cost of the test. After testing, a bill showing actual cost will be issued to the customer. If a meter tested at the request of a customer does not conform to the standards of these Regulations, any customer's deposit required will be either refunded or credited to the customer's account. If the meter conforms to the standards of these Regulations, the customer will be required to pay the entire cost of said testing, customer's deposit adjusted accordingly, and the meter can be continued in use at the same location.

G4. To determine the accuracy of meters, the following standard specifications of the American Water Works Association shall be used for all testing of positive displacement cold water meters.

FLOWING G.P.M.

Nominal Meter Size	Minimum	Intermediate	Maximum
5/8"	0.25	2	15
3/4"	0.50	3	25
1"	0.75	4	40
1 1/2"	1.50	8	80
2"	2.00	15	120
3"	4.00	20	250
4"	7.00	40	350
6"	12.00	60	700

G5. No meter shall be placed or continued in service if it registers over or under by more than 2% at the intermediate or maximum flows or less than 90% of the minimum flow.

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G6. The District’s Meter Replacement Program requires that all meters sized 5/8 inch through 2 inch be tested at least once during a fifteen year service period. For meters 3 inch and larger, the District will test its water meters according to the schedule and standards in Chapter 620. The South Berwick Water District’s schedule for the routine testing of water meters is shown below:

Nominal Size of Meter	Years
5/8”	20
3/4”	20
1”	20
1 1/2”	20
2”	20
3”	4 Field
4”	2 Field
6” and Larger	1 Field

H. METERING OF MULTI-UNIT DWELLINGS AND COMPLEXES

H1. Whenever any multi-unit family dwelling or complex is constructed, each individual unit shall be provided with a separate curb stop and shut off, and each unit shall be individually metered.

H2. Whenever any existing multi-unit or family dwelling is renovated, each unit shall be provided with a separate curb stop and shut off, and each unit shall be individually metered.

H3. Whenever any multi-family dwelling or complex is constructed or any existing multi-unit family dwelling or complex is renovated, a System Development Charge shall be assessed for each unit. In the case of an existing multi-unit or family dwelling being renovated, the existing unit shall be grandfathered in regard to the assessment of a System Development Charge.

H4. These provisions shall also apply to the construction or renovation of mother-in-law apartments.

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H5. A multi-unit complex in excess of two (2) units may be master metered. The decision to master meter a multi-unit complex shall be determined by the District. The sizing of service pipe and the master meter shall be determined by the District. In the case of a master-metered complex, the System Development Charge shall be assessed on each individual unit in the complex.

27. **Consumption Adjustments**

- A. **METER MALFUNCTION OR REMOVAL** - If a meter malfunctions or if it is removed from service, the *District* will provide an estimate of the water consumption during the period of malfunction or removal, said estimate to be based on the average consumption for similar periods, adjusted for any known charges, and the charges will be computed accordingly. Whenever a meter error, which is determined by dividing by two (2) the algebraic sum of the intermediate and maximum flow error, is found to exceed 10%, that meter shall be considered to have malfunctioned.
- B. **PERCENTAGE ADJUSTMENT** - In addition, when a meter is tested at a customer's request and the meter error is found to be 2% or more but not greater than 10%, an appropriate percentage adjustment may be made to the metered consumption of the past billing period and that portion to date of the current billing period, and the charges may be adjusted accordingly.
- C. **OVER REGISTERING** - Whenever a meter is tested under any circumstances and there is found a meter error 2% or more on the high side, the consumption shall be adjusted in accordance with Paragraph 27 (A) or 27 (B), whichever is appropriate, and the customer charges shall be revised accordingly.
- D. **Faulty Remote Meter Adjustment** – If the District finds that a remote reading meter has under reported actual usage, it will abate one-half of the difference between the actual usage and the remote reading. However, the amount rebated can not exceed the previous year's usage.

28. **Fire Hydrants** - Fire hydrants may not be used for any purpose other than the *extinguishing* of fires, training purposes or for such other purposes as may be agreed to by the *District* and the municipality or owner of a private hydrant. In no case shall the hydrants be opened by any person other than an agent of the *District* or a duly authorized representative of the municipality or owner. *Should a fire hydrant be used temporarily for any purpose other than extinguishing a fire, the District will place a temporary meter to record gallons consumed. A fee of \$100.00 per meter setting will be charged in addition to a charge for the gallonage used.*

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

29. **Private Fire Protection** - Customers desiring private fire protection should first contact the District to determine the availability of fire service at their location. Such service will be rendered in accordance with applicable rules of the Public Utilities Commission and the *District*, and the provisions of rate schedules in effect. Fire service, if available, will be installed at the customer's expense within the bounds of the public way or right of way. The fire service line, after installation, will be owned and maintained in the public way or right of way by the District. Private fire protection service lines shall not be used for domestic water use or any other purpose other than fire protection. The District does not guarantee any quantity of water or pressure available through a fire protection service. To the extent customers wish to test their private fire protection systems, the

customer must first receive the permission of the District and give timely notice (generally 5 days) so a representative of the District can be present to observe the test. The customer must also compensate the District for both the actual costs of any public notice of the testing determined by the District to be reasonable or necessary and also the costs of any flushing of the system determined by the District to be reasonable or necessary to correct any discoloration of the water caused by the customer's testing.

30. **No Tampering with District Property** - There shall be no tampering with *District* property. No valve, shutoff, hydrant or standpipe, valves (main line), service line valves or meter/remote readers, which is the property of the *District* will be opened or closed or otherwise operated by persons, other than authorized *to do so* by the *District*.
31. **Charge for Returned Checks** - The *District* will charge the customers account for any check/s/ returned for insufficient funds and or non-payment to the *District* by a bank. The charge shall be the greater of \$ 5.00 per check or the amount the bank charges the District up to but not exceeding \$15.00 or the maximum amount allowed by the Maine Public Utilities Commission. *The District will furnish the customer with proof of any bank charges in excess of \$ 5.00 if requested.*

32. EMERGENCY WATER CONSERVATION PROVISIONS

- A. **PURPOSE** - *The purpose of these provisions is to allow the South Berwick Water District, hereafter referred to as the "District", to implement emergency water conservation measures when necessary. Drought, low rainfall, hot weather and wasteful water usage practices occasionally combine to create a water supply emergency for the District. One response when such an emergency occurs, is for the District to implement water conservation provisions for its customers. These provisions will help achieve necessary water conservation by enabling the District to prohibit certain specific wasteful water usage practices and allowing the District to enforce the prohibition with specific penalties.*

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

B. WATER SUPPLY EMERGENCY

- 1. **Definition** - *A water supply emergency exists when the Board of Trustees of the District, hereafter referred to as the "Trustees" determines that the District's water supply has become or is at risk of becoming so depleted that the District's ability to provide service to its customers is in jeopardy.*

- 2. **Declaration of an Emergency** - *When the Trustees determine that a water supply emergency exists, it shall make formal declaration of the existence of such an emergency. When the Trustees declare an emergency, the District will notify its customers of the emergency pursuant to § 3 below.*

- 3. **Notice of Declaration of Emergency.** - The District shall provide notice of the declaration of a water supply emergency as follows:
 - A. **Content of Notice** - The notice shall be in writing and shall include a statement of the nature and cause of the emergency. A statement of the prohibited water usage practices identified in § 4 (A) below.

 - B. **Notice to Customers.** - The District shall provide written notice of a water supply emergency to each of its customers. Notice may be provided by separate mailing or may be mailed with a standard billing statement.

 - C. **Notice to the Commission.** - The District shall provide written notice of a water supply emergency to the Public Utilities Commission at the same time it provides notice to its customers.

- 4. **Prohibition** - **Prohibited Water Usage Practices.** During a declared water supply emergency, the following water usage practices are considered to be wasteful and are prohibited:
 - A. The use of hoses or sprinklers for watering grass or other vegetation;

 - B. The use of hoses or sprinklers for cleaning and washing of any vehicle or other object.

 - C. Filling swimming pools, spas, hot-tubs, ponds and flooding of backyard skating rinks; and

 - D. The use of any continuous water flow device.

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

33. COMMISSION APPEAL - In the case of any disagreement or dispute regarding the application of any provisions of these terms and conditions or in circumstances where the application of these Terms and Conditions appears unjust; either party may refer the matter to the Public Utilities Commission for resolution.

The Public Utilities Commission may grant exceptions to the provisions of these Terms and Conditions for good cause shown.

IMPORTANT NOTICE

The Public Utilities Commission also has rules and regulations concerning Service Standards for Water Utilities, Disconnection and Deposit Regulations, for Residential and Non Residential Utility Service. This information was not published due to the large Content. However, copies of the Commission’s Rules and Regulations concerning water service are available at our business office located at:

80 Berwick Road
South Berwick, Maine 03908
or at the
Public Utilities Commission
Customer Assistance, Consumer Division
1-800-452-4699

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

Meter Rates

All to remain the same

Terms of Payment - Change last sentence to read “*net and due within 25 days*”

Public and Private Fire Protection - Private Fire Protection to include Hydrants will be furnished and installed by the owner. To ensure reliability of Private Hydrants, and for the safe operation of the water system, all private hydrants (this includes: valves, connected to the District’s water system.) will be maintained by the District, at the owners cost.

PUBLIC CEMETERIES

Water service is available to all cemeteries within the service area of the District. Cemeteris will be charged at a rate equivalent to one (1) quarterly minimum water charge as long as this usage does not exceed 7,500 gallons per season.

OFFICE HOURS

Monday through Friday 8:00 AM - 4:30 PM
Closed 12:00 Noon-12:30 PM Lunch

Phone (207) 384-2257
Fax: (207) 384-2762

CURRENT BILLING DATES

Town – Customers	Old Mill/Hooper Sands Road	Agamenticus Estates
January 1	February 1	March 1
April 1	May 1	June 1
July 1	August 1	September 1
October 1	November 1	December 1

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

South Berwick Water District Policy on Residential Fire Sprinkler Systems

In response to the Town of South Berwick’s recently enacted Residential Fire Sprinkler System Code, the South Berwick Water District amends its Schedule of Rates to reflect the following:

Residential Class Customers:

All single family residences, OWNER OCCUPIED, with a service line not exceeding 2” in diameter, shall be exempt from fire sprinkler connection charges.

Single family residences, NOT Owner Occupied, with a service line not exceeding 2” in diameter, will be charged one half (1/2) the Private Sprinkler Connection Charge.

Single family residences, owner occupied, with auxiliary apartments, in-law apartments, studio apartments or facsimiles, with a service line not exceeding 2” in diameter, will be charged one half (1/2) the Private Sprinkler Connection Charge.

Duplexes, OWNER OCCUPIED, with a service line not exceeding 2” in diameter, will be charged one half (1/2) the Private Sprinkler Connection Charge.

Duplexes, NOT Owner Occupied, with a service line not exceeding 2” in diameter, will be charged the Standard Private Sprinkler Connection Charge.

Tri-Plexes, OWNER OCCUPIED, with a service line not exceeding 2” in diameter, will be charged two-thirds (2/3) the Private Sprinkler Connection Charge.

Tri-Plexes, NOT Owner Occupied, with a service line not exceeding 2” in diameter, will be charged the Standard Private Sprinkler Connection Charge.

All other multi-plex residences in excess of three units will be charged all and full applicable fees.

All other multi family residences or residences with a service line greater than 2” in diameter, will be charged the Standard Private Sprinkler Connection Charge.

In addition to the above charges, ALL systems shall have tamper alarm flow switches with an outside audible alarm and or light indicator alarms. Local water flow alarms with facilities for flow testing, such as alarm devices, shall be provided on all sprinkler systems.

Stand-alone sprinkler systems shall have independent (separate) shut-off valves (curb-stops) located at or close to the property line. A second shut-off valve shall all be located at the service entrance as close to the inside wall as possible.

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number:

Systems shall have sufficient back-flow devices installed in accordance with the SBWD and prescribing design engineer specifications.

It shall be the sole responsibility of the OWNER, that their systems periodically be checked to ensure proper working order and in accordance with NFPA 13D Standards.

All stand-alone systems shall be sized by a licensed sprinkler design engineer and further approved by either the local code enforcement officer or State Fire Marshall’s Office.

Use of Antifreeze Solutions. Sprinkler systems connected to the SBWD will not use antifreeze solutions other than water solutions of pure glycerin (chemically pure or United States Pharmacopoeia 96.5 % grade) or propylene glycol. Suitable glycerin-water and propylene glycol-water mixtures can be found in NFPA Standard 13D or its latest revision.

The South Berwick Water District WILL NOT be responsible or liable for any booster pumping, fire pumping or other means of providing adequate storage or pressure in complying with design criteria.

Multiplex Fire Sprinkler Systems (combined domestic/fire, WIRSBO System, etc.) are supplied directly through domestic service supply lines and are regulated in accordance with existing SBWD Conditions of Service Policies and shall be charged with applicable rates.

OWNER shall be responsible for placing the fire sprinkler charges, if any, IN THEIR NAME ONLY. Tenants WILL NOT be allowed to place fire sprinkler service in their name.

Any single family or multi-family residence, that includes a business or commercial use, will be charged the full service fire protection charges with applicable rates.

All residential systems shall be in full conformity and compliance with NFPA 13D standard, and or latest revision.

In the event the OWNER requests to have their fire sprinkler system shut-off, for whatever reason, or should the South Berwick Water District shut off the fire sprinkler system for financial collection reasons, the South Berwick Water District will not be held responsible, be liable, or deemed negligent for its actions.

The SBWD will inform the Town’s Code Enforcement Officer (CEO) of any changes, to the best of their knowledge, in the operational status or the non-operational status of any residential fire sprinkler system.

Adopted: July 18, 2006
Amended:

Proposed Effective Date: September 1, 2006

Signature _____

Effective Date:

Michael R. Nadeau, Superintendent

Docket Number: