

Greater Augusta Utility District Board Agenda

Monday, May 19, 2025, 6:00 PM

22 Arsenal Street District Meeting Room, Augusta, Maine

1. Welcome - Knight
2. Introduce Board members
3. Introduce GAUD employees, consultants and guests
4. Agenda additions
5. Old Business
 - a. Approve meeting minutes - **Motion** - pages 10 -12
 - b. Rate committee update
 - c. Project updates – pages 6 - 8
 - d. General Manager's report – page 9
 - e. PFAS “forever chemicals”
6. New business
 - a. Review financial statements - pages 16 - 20
 - b. Review liens -
 - c. Discuss septage receiving and grit management
 - d. Terms and Conditions - Motion- pages 21 - 69
 - e. Communications update
 - f. HR update
 - g. Executive session - **Motion**
 - h. Public comment
7. Adjourn - **Motion**

Attachments:

- Minutes
- Financial statements
- Liquid cost comparisons p 16
- Policy amendment p 17

Attendees:

<input type="checkbox"/>	Knight – Chair	<input type="checkbox"/>	Tudman Walker	<input type="checkbox"/>	Sawyer	<input type="checkbox"/>	Begin
<input type="checkbox"/>	Paradis – Clerk	<input type="checkbox"/>	Munson	<input type="checkbox"/>	Taylor	<input type="checkbox"/>	Payne
<input type="checkbox"/>	Corey – Treasurer	<input type="checkbox"/>	Luke	<input type="checkbox"/>	Dennett	<input type="checkbox"/>	Tarbuck

A quorum consists of 4 voting Trustees. The table below reflects my best understanding of current terms.

Name	Role	Term expiration	Original	Years served
Ken Knight	Chair	9/19/2025	11/5/2003	21.5
Bob Corey	Treasurer	11/5/2026	3/17/2016	9.1
Pat Paradis	Clerk	1/5/2026	1/5/2017	8.3
Tim Dennett	Augusta	11/5/2026	4/17/2025	0.0
Keth Luke	Augusta - non voting	12/31/2025	6/1/2016	8.9
Cecil Munson	Augusta	1/5/2026	1/5/2017	8.3
Brad Sawyer	Augusta	2/4/2028	11/15/2016	8.4
Keith Taylor	Hallowell		9/2/2024	0.6
Kara Tudman Walker	Hallowell - non-voting		9/2/2024	0.6

Guests:





Executive sessions are described in [MRS Title 1 Section 405](#). Executive sessions may only be called by a public recorded vote of 3/5 of the members, present and voting.

Upcoming meetings and holidays:

Monday, May 26, 2025	Memorial Day	Holiday
Monday, June 16, 2025	Regular meeting	22 Arsenal
Thursday, June 19, 2025	Juneteenth	Holiday
Friday, July 4, 2025	Independence Day	Holiday
Monday, July 21, 2025	Regular meeting	22 Arsenal
Monday, August 18, 2025	Regular meeting	22 Arsenal
Monday, September 1, 2025	Labor Day	Holiday

Training opportunities

1. Welcome
2. Introduce Board members
3. Introduce GAUD employees, consultants and guests
4. Agenda additions
5. Old business

a. Approve meeting minutes - **Motion**

Motion: I move to accept the Board meeting minutes for April 28, 2025.			
M	2nd	For	Against

b. Rate committee update

The Board's work for rates for 2025 is done. The information below is handy if people ask you for information.

When will customers see impacts to their bills?

Monthly accounts:

- The bill date of 8/8/2025 will include water, sewer and stormwater charges from the meter read date of 6/18/2025 through 7/18/2025

Quarterly Hallowell and flat accounts:

- The bill date is 10/2025 and encompasses the quarter starting on 6/30/2025 and ending on 9/30/2025

What's the impact of the proposed rates on a 'typical' customer?

An Augusta customer with a $\frac{5}{8}$ " meter and 5 HCF consumption will see an increase of about \$3.24 per month.

Individual water, sewer and stormwater impacts are listed below.

Results	Current monthly	Proposed monthly	Δ
Water	\$ 36.20	\$ 37.36	\$ 1.16
Sewer	\$ 52.53	\$ 54.21	\$ 1.68
Storm	\$ 12.56	\$ 12.96	\$ 0.40
Sum	\$ 101.29	\$ 104.53	\$ 3.24

c. Project updates - Begin

Andy will provide updates regarding the District's capital improvement projects.

d. General Manager's report - Tarbuck

Brian will provide updates not otherwise covered in this report.

e. PFAS "forever chemicals" update

6. New business

a. Review financial statements - Tarbuck/Corey (in Payne's absence)

Tarbuck/Corey (in Payne's absence) will review the April, 2025 financial statements.

b. Review liens

There are no liens to review.

c. Discuss septage receiving and grit management

John Cummons from the wastewater treatment plant provided a brief memo regarding options to increase plant revenue by accepting septage. We will have a fuller conversation about this at the June meeting after we've acquired additional information.

d. Terms and Conditions - Motion - Tarbuck and Taylor

The Maine Public Utilities Commission regulates our drinking water division. MPUC's primary role is financial oversight. That oversight requires that regulated utilities enter into contracts with each of their customers. Those contracts are the "Terms and Conditions" and lay out practices required by both the utility and the customer as conditions for service.

Terms and Conditions also describe fees that aren't part of the 'tariff' we separately file with the PUC for our water and fire protection rates.

Randi Taylor from our office has almost 30 years of experience in utility billing and is an expert in terms and conditions. She recently helped the MPUC with training for utilities like ours and brings a strong utility perspective that makes other utilities sit up and take notice when reviewing the "Terms" as we call them in brief.

You'll find enclosed two documents. One is the proposed Terms and Conditions and the other is a redline copy that highlights the changes between our 2020 Terms and our 2025 Terms.

Most of this is mundane but I want to highlight some of the really exciting proposed changes.

- Section 9 is a fee schedule which couldn't be more innocuous. But it is, in fact, a seismic proposal. Our proposal is to put all of the fees that are referenced within the body of the document onto a single reference sheet. MPUC would like utilities to stay more current on their rates and fees. So presuming at some point in the future that we had no language changes we could simply submit the fee schedule for review and approval by MPUC. This has loads of advantages for the utility, the customer and MPUC so we're hopeful this proposed change will be well received and approved.
- We are proposing that reconnection hours are from 7:00 AM to 3:00 PM which is 1 hour shorter than our regular hours. This prevents someone from calling at 2 minutes to 4:00 PM from requesting a reconnection. This is a widely used practice apparently but new to us.
- Links from the fee schedule go back to the section of the document that contains the fee schedule. Links from the body of the document to the fee schedule go to the fee schedule. Most customers will never look at the Terms but those who do will appreciate the document links to more quickly identify fees.
- The cost for a 'bounced check' or 'returned check' in the parlance of MPUC is \$23 to GAUD. MPUC limits the amount to \$20 so we will seek a waiver from MPUC on the \$20 cap to reach full recovery. We only see a couple dozen returned checks each year.
- We added 'bulk water and temporary metered connections' to the Terms which allows us to recover more of the costs we incur to facilitate temporary connections. We have the ability to waive fees for small one-off fill ups or emergency needs.
- The meter location is less prescriptive than before and more closely follows the current MPUC language.
- Item 39, leak abatement, keeps the leak abatement amount at the same level it is now. The Board may wish to discuss changing that amount.

Motion: I move to approve the proposed 2025 Terms and Conditions as presented to this meeting to be submitted to the Maine Public Utilities Commission.

M	2nd	For	Against
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e. Communications update - Meredith Strang-Burgess

Meredith will provide updates for the board.

f. HR update - Alan Burton -

Alan will provide updates for the board.

g. Executive session

Motion: I move to enter executive session to discuss negotiations relating to the collective bargaining agreement between GAUD and Teamsters Local 340 pursuant to MRS §405 6 D.

M	2nd	For	Against
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h. Public comment

7. Adjourn

Motion: I move that this body stand adjourned.

M Sawyer	2nd	For	Against
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Summary of Capital Improvement Projects

CIP #17001 - Eastside Sewer Siphon - \$4,779,493 & 19047 Redundant River Crossing - \$4,298,675 spent to date

Status: Construction Complete. Pending final release of retainage in Q3. Working with fiber companies to improve communication redundancy for our area, along with improving GAUD comms pathways.

CIP #22015 - Front Street Pump Station 3 Replacement - \$1,552,151 spent to date

Status: The piping work to the station is almost complete. We will be wiring and installing the pumps this month. The electrical contractor has 1-2 weeks of work left. Our integrator will modify our control panel near the end of the month. We are planning to be online in early June.

Scope: Replace an aging 1962 sewer pump station with a new flood proof submersible station.

Purpose: Station subject to flooding and failure and beyond its useful life.

Budget: \$2.1M (\$2M grant)

Schedule: Start on Q4 2024, substantial completion by June 2025.

CIP #23015 - Riverside Drive PFAS/PFOA pilot study - \$195,490 spent to date

Status: We are advancing to final design. We have completed our environmental review submission, necessary to obligate our funding package with the Maine Drinking Water Program.

Scope: Run a pilot unit to reduce hardness and forever chemicals at our Riverside Drive well field.

Purpose: Apply the piloting results to develop a design for a full scale treatment system and cost projections.

Budget: Received a planning grant for \$200,000, and a \$4M Forgiveness Loan. A second \$4M forgiveness loan has been awarded pending federal funding support of the capitalization grant to the Drinking Water Program. We are projecting \$14M in construction, but getting creative to reduce these costs.

Schedule: Planned for Q3 2023 to Q2 2024

CIP# 24003 - Hummingbird Lane - \$25,259 spent to date

Status: Construction is nearing completion. All mains are installed and most of the water services have been swapped over. Cleanup work is expected over the next several weeks.

Scope: Pipe burst 1,700 feet of aging 6" cast iron water main with new 4-inch HDPE.

Purpose: Replacement of leak prone water mains.

Budget: \$467,500

CIP# 24024 - Brooks and St. Catherine Street - \$33,799 spent to date

Status: The City of Augusta will be awarding this project to CH Stevenson. The work will start near the end of August or early September. This project has a 2 year window to complete.

Scope: Replace approximately 600 feet of 6" unlined cast iron water main, 350 feet of 8" VCP sewer main and 700 feet of storm upgrades.

Purpose: Mutual road reconstruction project with COA, updating aging infrastructure.

Budget: Water (\$248k), Sewer/Storm (\$198k).

Schedule: Planned for Q3 2025 into 2026

CIP #23009/24019 - TL2 & TL4 - Station Consolidation - \$119,695 spent to date

- Haley Ward has completed the field survey and we are waiting on the final survey plans.

CIP #25016 - Lead Service Line - Paradigm Vacuum Truck - \$419,849

- Delivered March 14, 2025.
- Maia is developing a priority list for lead line replacements this year. There is some disagreement between state agencies about how to pay for private services that we continue to monitor in the hopes that someone apart from GAUD will get it sorted.

CIP# 24011 - Secondary clarifier #3 WWTF - \$162,160 spent to date

Status: The manufacturer is shipping a new drive, we are anticipating swapping out the defective drive on May 20th with a new drive at the manufacturer's cost.

Scope: New gearbox, drive assembly and bridge.

Purpose: Replacement of failing equipment.

Budget: \$449,900. (Equipment: \$160k, labor \$158k), tracking a surplus of \$132k

Schedule: Complete Q2 2025

CIP# 25011 - Davenport Street Storm Drain - \$3,915 spent to date

Status: 80% design on the storm main and we are adding about 1,000 feet of water main. The water main is 1911 cast iron and replacing it will aid in the necessary storm main upgrades.

Scope: Separate 1,000 feet of storm main from the combined sewer and remove 3 catch basins, and 1,100 feet of water main.

Purpose: CSO abatement and storm separation and replacement of aging infrastructure (1911 WM).

Budget: \$480,000 (storm main), \$450,000 (water main)

Schedule: Complete Q3 2025

CIP# 25007 - Cony Road Water Main Replacement

Status: Contract awarded on April 29, 2025 to CH Stevenson as the sole bidder. We are targeting the end of June to early July for a start date. The work should take 2-3 weeks to install the pipe.

Scope: Replace 1,300 feet of 6" cast iron main with new 12" ductile iron.

Purpose: Replace leak prone water main and aging infrastructure, from 1930.

Budget	Contract	Spent to date
\$580,000	\$493,553	\$11,839

Schedule: Complete Q3 2025

CIP# 25023 - Eastern Avenue Tank Painting

Status: Marcel Payeur is mobilizing the week of May 19th. They are anticipating about 3-4 weeks to complete both tanks, weather permitting.

Scope: Repaint the inside and outside of twin 1988, 400,000 gallon steel drinking water storage tanks.

Purpose: Replace the original coating system of both tanks.

Schedule: Complete Q2 2025

Budget (revised)	Contract	Spent to date
\$660,000 (\$680,000)	\$674,000	\$0

CIP# 25017 - Amherst Street Water Main & Storm Drain - \$4,488 spent to date

Status: 80% design on the storm main and we are adding about 1,000 feet of water main as the Pleasant Hill Road project got cancelled. The water main is 1911 cast iron and replacing it will aid in the necessary storm main upgrades.

Scope: Replace 640 feet of 6-inch cast iron water main with 8" ductile iron, and Separate 400 feet of storm main from the combined sewer and remove 4 catch basins.

Purpose: The water main is over 100 yrs old and has been identified as deficient in fire flow capacity. The storm work seems like a good fit on this street to remove 4 catch basins from the sewer.

Budget: \$357,500 (water main), \$120,000 (storm main)

Schedule: Complete Q3 2025

CIP# 250?? - Replace two utility trucks

Status: There were two responses to the RFP. Quirk was the lower bidder for both 1 ton trucks. The bid for the utility body truck was \$75,970. The bid for the flatbed truck was \$55,210.

Scope: Replace two ¾ ton 2009 utility trucks that are expensive to maintain.

Purpose: Maintain safe vehicles in the fleet that further our operational goals.

Budget: \$171,000 (\$94,000 and \$77,000 split equally between water, sewer and stormwater divisions). The budget includes buying the trucks and then kitting them out as needed.

Note: This is the second time this spring that these trucks have gone out to bid. There were no respondents on the first bid. One respondent has submitted a sealed proposal for this second round.

Schedule: Complete Q4 2025

General Manager's Report

The following employees have a May hire date:

Name	Years
Michael Morey	36
Robert Corey	9
Bruce Plourd	8
Julie Weston	8
James Pittman	6
Codey Bell	4

Security and building improvements

In 2023 the Cybersecurity and Infrastructure Security Agency met with us to make recommendations for both cyber and physical security improvements. We continue to slowly implement recommendations made. The most obvious change is at the 12 Williams Street office with the installation of a perimeter fence and vehicle entrance gate. The gate will have a motorized operator on it so we can use our keyless entry door card system on the gate as well. The door and gate system can be deployed across our properties so we will be able to have a single point of management. We are also going to install cameras that will allow us to identify individuals who might opt to breach a barrier.

In the course of upgrading a security system at the office at 12 Williams Street we found that the existing electrical panel was starting to arc. There are two panels in the building and both are older than Andy. We'll replace both of those and the equally old panel at the garage at 12 Williams Street.

We are also going to make improvements to the plumbing, not without irony, at the 12 Williams Street office. The water pressure has been laughably poor for years and we are using an old electric hot water heater. The sewer pipe in the basement doesn't have a proper trap so that will be added. The old electric hot water heater will be replaced by a more efficient hot water heat pump which will be moved to clean up a plumbing 'nest' that impairs the functionality of a room in the basement. These efforts should improve air quality, improve water pressure, reduce hot water heating cost over time, improve the functionality of the existing space and make the electrical system much safer and more reliable.

We have funds set aside for 2025 to make changes to the locker room and bathroom at the 12 Williams garage but that is turning into a more costly and complex project so we will use some of that budgeted money to make these other improvements and get a better understanding of proposed improvements in the garage for 2026.

All of this proposed work improves our resiliency and safety.

Monday, April 28, 2025

Greater Augusta Utility District Board Minutes

Location: Greater Augusta Utility District shop conference room at 22 Arsenal Street

Trustees present: Ken Knight, Patrick Paradis, Cecil Munson, Bob Corey, Keith Luke, Keith Taylor, Bradley Sawyer, Kara Tudman Walker, Tim Dennett

Trustees absent: none

Attendees: Brian Tarbuck, Andy Begin, Mike Payne

Guests: Meredith Strang-Burgess , Alan Burton

At 18:00 Knight called the meeting to order and introduced board members, employees and consultants.

Knight welcomed Tim Dennett to the board as the Augusta voting trustee who replaced Kirsten Hebert's vacant board seat.

At 18:02 Tim Gill from RKO presented the audited financial statements from 2023. Gill stated that the financial statement opinion was unmodified and showed no material weaknesses or significant deficiencies. Gill noted that inventory control for certain items remains challenging for GAUD and he recommended adding certain language to the procurement policy to better reflect federal requirements. Begin noted and Gill agreed that the federal requirements were included in contract documents that leveraged federal funds but Gill noted that adding it to the procurement policy was a recommended practice. In short, the financial statements from 2023 were strong and well represented. Corey noted that the length of time required for the Board to receive the audited statements was much longer than desired. Gill agreed and asserted that their firm, like many others, was struggling to find qualified auditors and hoped for a faster turnaround of the 2024 financial statements.

At 18:23 Bob Corey moved to accept the minutes of the March 17, 2025 meeting. The motion was seconded by Munson. The motion was approved unanimously.

At 18:24 Corey discussed the work done to reach a decision on adjusting rates by 3.2% for water, sewer and stormwater starting on or about June 1, 2025. Corey made the following motion:

I move that we certify and approve the revised schedule of rates for drinking water service, fire protection service, sewer service and stormwater service, which has been presented to this meeting and recorded with the minutes, to go into effect on or about June 1, 2025, and continuing until such time as the schedule of rates is modified by vote of the Trustees. I further move that the Assistant Treasurer, in addition to the Treasurer, be authorized and directed to apply the schedule of rates, along with all fees and charges otherwise authorized by the District or by State statute, to all persons, entities and property receiving services from the District, and to thereafter collect the sums due from said persons and entities and to take all appropriate action related to the collection of said sums, including the preparation and filing of notices and liens and allowed by the District's Charter and State law.

The motion was seconded by Sawyer. The vote to approve the motion was unanimous.

At 18:25 Begin provided capital improvement project updates. The Kennebec River Utility Crossing project has been completed. Some accounting work remains for retainage and billing final contracts.

The project to replace the 1963 Texvit sewer pump station on Front Street is coming along nicely. Buried utilities have been installed. Electrical work is ongoing. The project should be complete by June 2025.

The PFAS pilot study is done. The PFAS preliminary design work is complete. The recommendation is to install six 4' diameter x 8' tall cylindrical filters to remove PFAS using an ion exchange resin to treat a design flow of 600 gallons per minute (0.86 MGD). The existing generator will be removed and the filters will be installed in its place which reduces the need to construct new building space. The next step for this work is to submit the proposed design to the permitting agencies so permission can be granted to commence work. The expected cost is about \$2M which will be funded in large part by grants.

Grant funding may also be used for a new source in the North Augusta area. North Augusta is an area that is likely to grow and is far enough away from the Kennebec River that PFAS won't be a contaminant of concern in that area.

The Hummingbird Lane drinking water pipe replacement project includes abandoning 1,700 linear feet of 6" cast iron cross country water main in favor of installing new services to the existing water main on Riverside Drive. Three bids were opened on January 30. CH Stevenson was the low bidder at \$239k. The project will include work by plumbers to reroute interior plumbing as water will come from the street side of the property, not the back yard. This work should be done in the second quarter.

Work on Summer Street is underway by Aceto Construction. This project removes sewer pipes from beneath the garage for Plummerts Funeral Home. This work will be completed by June.

Brooks and St Catherine streets will be improved by the City of Augusta in 2025. GAUD work includes updating 350' of sewer, 600' of water and 700' of stormwater. The low bid was \$410k from CH Stevenson. This work will begin in 2025 and likely will carry over into 2026.

Trunkline stations number 2 and 4 in Manchester remain under design consideration. The plan is to consolidate the two pump stations and reconnect an old force main that runs cross country from Manchester to Hallowell. Planning continues to consider easements required to convey wastewater from station 2 to station 4 and then all the way to Augusta over Granite Hill. Survey is ongoing but Tarbuck emphasized that no construction is happening along the "Pipeline Trail" in Hallowell.

GAUD received a grant (55% grant / 45% GAUD match) which will be used to partially fund the acquisition of a small vacuum truck that will help us determine the types of service lines in the drinking water system to comply with the EPA's Lead Service Line Inventory program. To date we have identified 9 lead service lines, 89 galvanized service lines and 229 lines that require further investigation. The truck has been received and the crew is learning how to properly operate it.

Begin and Tarbuck noted that there is an ongoing conversation between utilities, the Maine Public Utilities Commission and the Drinking Water Program relating to how to replace service lines and comply with the main extension policy and the EPA's Lead and Copper Rule.

At the wastewater treatment plant, the work to replace the unsafe catwalk and drive unit located in the #3 secondary clarifier has been completed but the newly installed drive isn't working per manufacturer's specifications. That is getting sorted out now. The total cost for the equipment and the installation is about \$320k.

A 1,000 foot long 6" 1911 cast iron water main located in Davenport Street will be replaced this year. This will be in conjunction with the addition of 1,000' of new stormwater pipe to separate an existing combined sewer system in that area and help improve drainage in the area.

Cony Road has had a high number of leaks so we are planning to replace the existing 1,300' of 6" cast iron 1930's era drinking water pipe with 12" ductile iron pipe this summer. The changes will reduce the number of leaks and improve our fire flow capacity in this area. The approximate cost of this work is \$580k.

There are two 400,000 gallon welded steel drinking water storage tanks on Eastern Avenue installed in 1988 that each need to be repainted on both the inside and outside. The cost will be \$674k to repaint both tanks.

There was a fire last year on Amherst Street (near the existing KMart which will soon be demolished) that revealed poor fire flow in this area. The work proposed will replace 640' of 6" cast iron water main which is over 100 years old. 2 catch basins that discharge to the sewer will also be removed to increase available sewer capacity and reduce the risk of a combined sewer overflow. Begin noted that GAUD is working with the developer of the former KMart site to identify any potential ways to collaborate for mutual benefit and / or cost savings. GAUD is considering converting the current dead end pipe on Amherst to the pipe beneath Florence Street to improve fire flow and increase resiliency. The budget includes about \$360k for drinking water and \$120k for stormwater.

Two replacement trucks are out to bid. There were no bids received for ¾ trucks so the bids were recast as 1 ton trucks to see if that generates more interest. The total budget for a utility body truck and a flatbed truck kitted out to work on valves is \$171,000. The new trucks will replace two ¾ ton 2009 trucks.

At 18:54 Tarbuck recognized Andrew Ludwig for 6 years of service and Brandon Main for completing his first full year at GAUD. Wastewater plant personnel considered reopening the camper dump station at the wastewater treatment plant over the winter and recently determined that they would be able to reopen the dump station for 2025.

The Consumer Confidence Report has been completed and posted online.

Sawyer asked if any landfill leachate was discharged to the wastewater collection system. Tarbuck noted that there are two inputs, the City of Augusta's Hatch Hill landfill and the former Statler / American Tissue landfill. Sawyer noted that LD 1604 would require utilities that accept landfill leachate would be required to treat wastewater to remove PFAS. Tarbuck noted that if it came to that, GAUD would not accept landfill leachate that contained PFAS as it would be far more costly to treat wastewater at the plant than it would be to treat leachate at the landfill.

At 19:05 the Board reviewed the street opening policy that had been presented in March. Corey moved to approve the policy presented to the Board. Dennett seconded the motion. The vote to approve the motion was unanimous.

At 19:08 Payne provided the financial updates.

Budget Summary 2025		Revenue			Expenses			
Month	Division	Budget	Actual	Act / budg	Budget	Actual	Act / budg	Ending cash
3	Sewer	7.1	1.64	23%	5.4	1.2	22%	1.60
3	Stormwater	4.1	1.01	25%	3.3	0.7	21%	2.37
3	Water	6.8	1.59	23%	4.7	1.1	24%	4.39

At 19:11 Knight asked Tarbuck to ensure that Dennett got some time to review District operations for onboarding purposes.

At 18:55 Tarbuck gave the Board an update regarding recent public awareness activities. Burgess Advertising and Marketing reviewed the GAUD website for ADA compliance. It appears to be mostly compliant with a few minor changes. BAM provided the digital report for the first quarter of the year, is working on an updated 2025 budget, the June insert and the summer / fall newsletter.

At 19:14 the board entered executive session:

Motion: I move to enter executive session to discuss negotiations relating to the collective bargaining agreement between GAUD and Teamsters Local 340 pursuant to MRS §405 6 D.			
M Sawyer	2nd Munson	For Unanimous	Against

At 19:34 the Board exited executive session.

At 19:34 the Board adjourned.

Motion: I move that this body stand adjourned.			
M Sawyer	2nd Munson	For Unanimous	Against

GREATER AUGUSTA UTILITY DISTRICT

Financial Highlights for April 2025

Water Division

Income Statement: Water revenue for the month ending April 30, 2025 totaled **\$2.2M** which is **1% under budget** and approximately **\$535K above** the same period last year. Expenses for the same period totaled **\$1.5M** which is **2% under budget** and approximately **\$219K above** the same period last year.

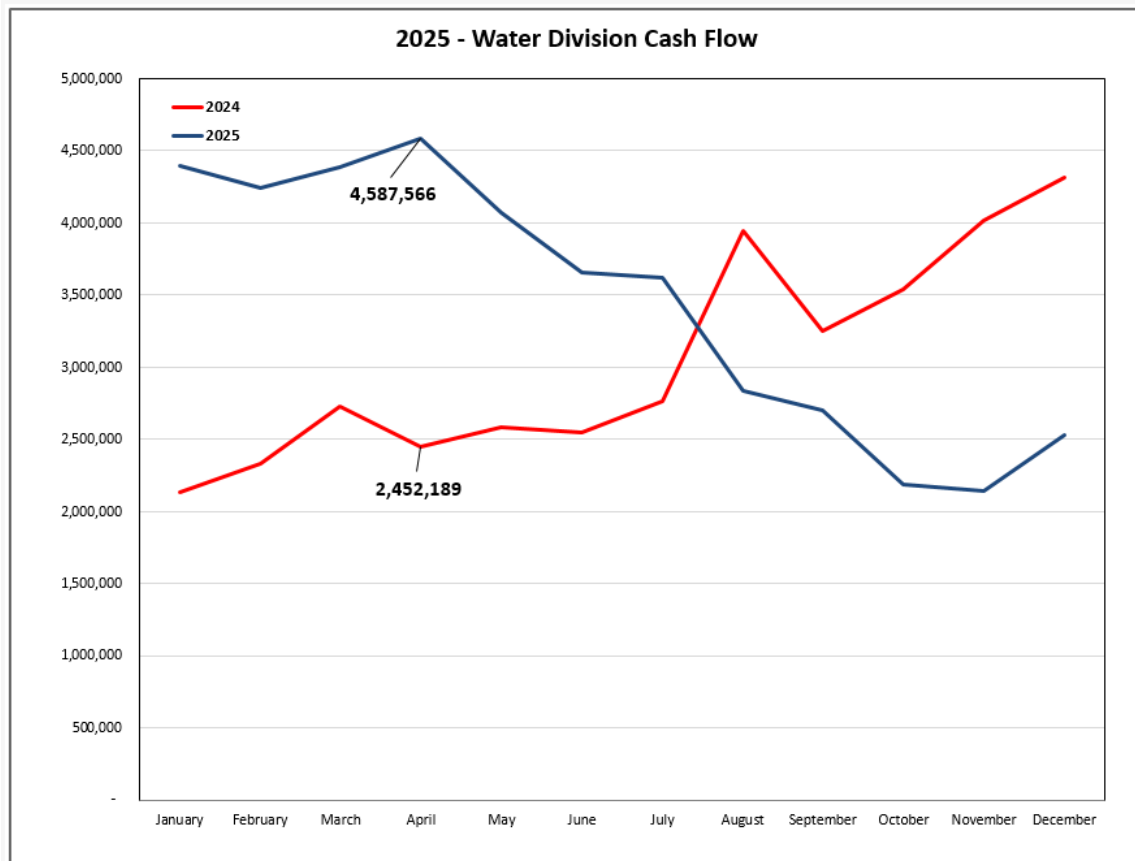
Water Revenue

	Budget	Actual YTD	% used
Metered	4,113,118	1,267,713	31%
Fire Protection	2,415,640	794,689	33%
Investment income	5,000	15,440	309%
Other Income/Grants	250,000	82,661	33%
Sum:	6,783,758	2,160,503	32%

Water Expenses

	Budget	Actual YTD	% used
Labor and fringe	2,318,465	688,700	30%
Power	286,144	82,615	29%
Supplies	500,392	200,412	40%
Debt interest	77,471	28,864	37%
Depreciation	993,002	329,741	33%
Other	566,626	159,485	28%
	4,742,100	1,489,817	31%
Revenue - expense	2,041,658	670,687	

Cash Flow: Cash at the beginning of the month was **\$4.4M**. Revenue of **\$623K** was collected. O&M expenses were **\$379K** and CIP expenses were **\$43K**. Cash at the end of the month was **\$4.6M**.



GREATER AUGUSTA UTILITY DISTRICT

Financial Highlights for April 2025

Sewer Division

Income Statement: Sewer revenue for the month ending April 30, 2025 totaled **\$2.2M** which is **2% under budget** and approximately **\$367K above** the same period last year. Expenses for the same period totaled **\$1.6M** which is **4% under budget** and approximately **\$20K below** the same period last year.

Sewer Revenue

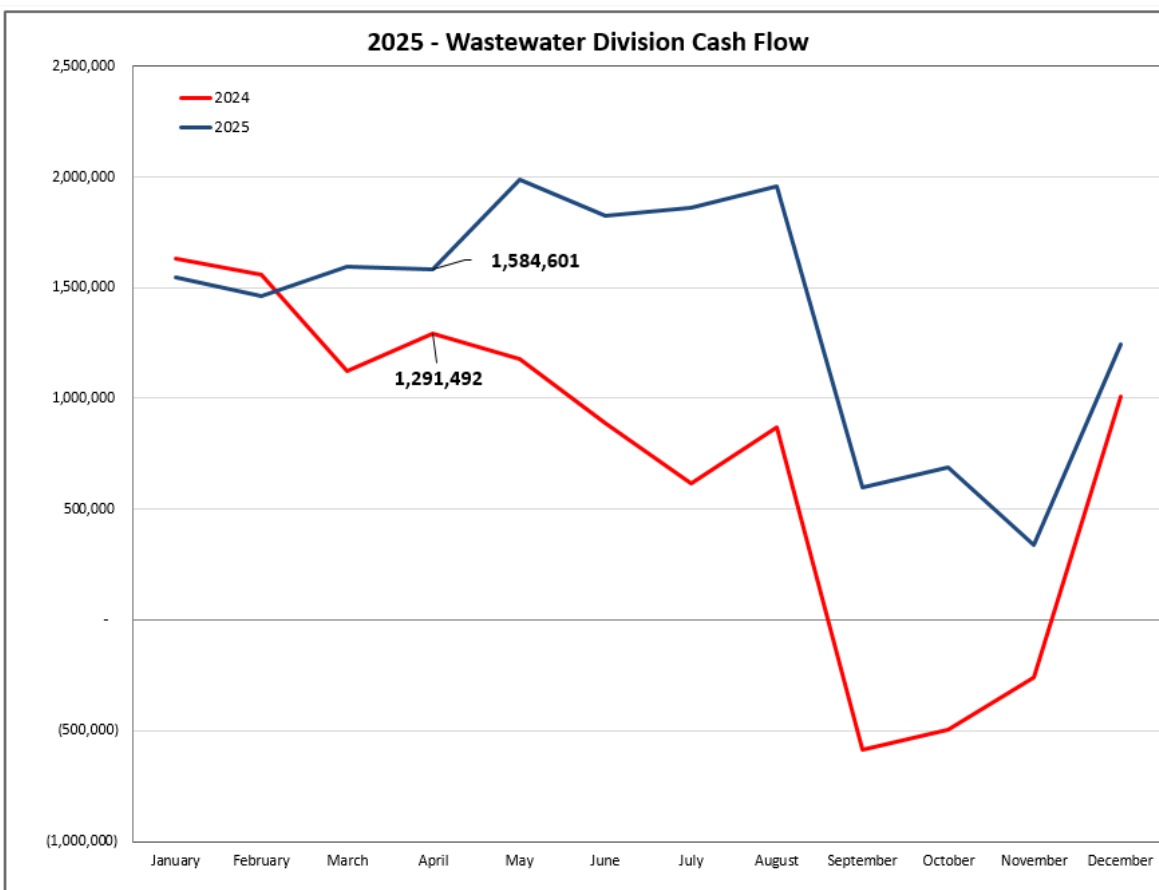
	Budget	Actual YTD	% used
Flat rate	37,031	9,878	27%
Metered	5,719,943	1,761,007	31%
Trunkline	945,000	296,747	31%
Investment income	5,000	15,440	309%
Other Income/Grants	365,692	127,604	35%
Sum:	7,072,666	2,210,676	31%

Sewer Expenses

	Budget	Actual YTD	% used
Labor and fringe	1,816,519	528,209	29%
Power	415,804	96,514	23%
Supplies	322,803	94,862	29%
Debt interest	265,016	85,158	32%
Depreciation	1,533,662	488,572	32%
Other	1,055,595	286,737	27%
	5,409,398	1,580,052	29%

Revenue - expense	1,663,268	630,624
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Cash Flow: Cash at the beginning of the month was **\$1.6M**. Revenue of **\$675K** was collected. O&M expenses totaled **\$243K** and CIP expenses were **\$441K**. Cash at the end of the month was **\$1.6M**.



GREATER AUGUSTA UTILITY DISTRICT

Financial Highlights for April 2025

Storm Division

Income Statement: Storm revenue for the month ending April 30, 2025 totaled **\$1.4M** which is **1% over budget** and approximately **\$6K above** the same period last year. Expenses for the same period totaled **\$895K** which is **6% under budget** and approximately **\$25K above** the same period last year.

Storm Revenue

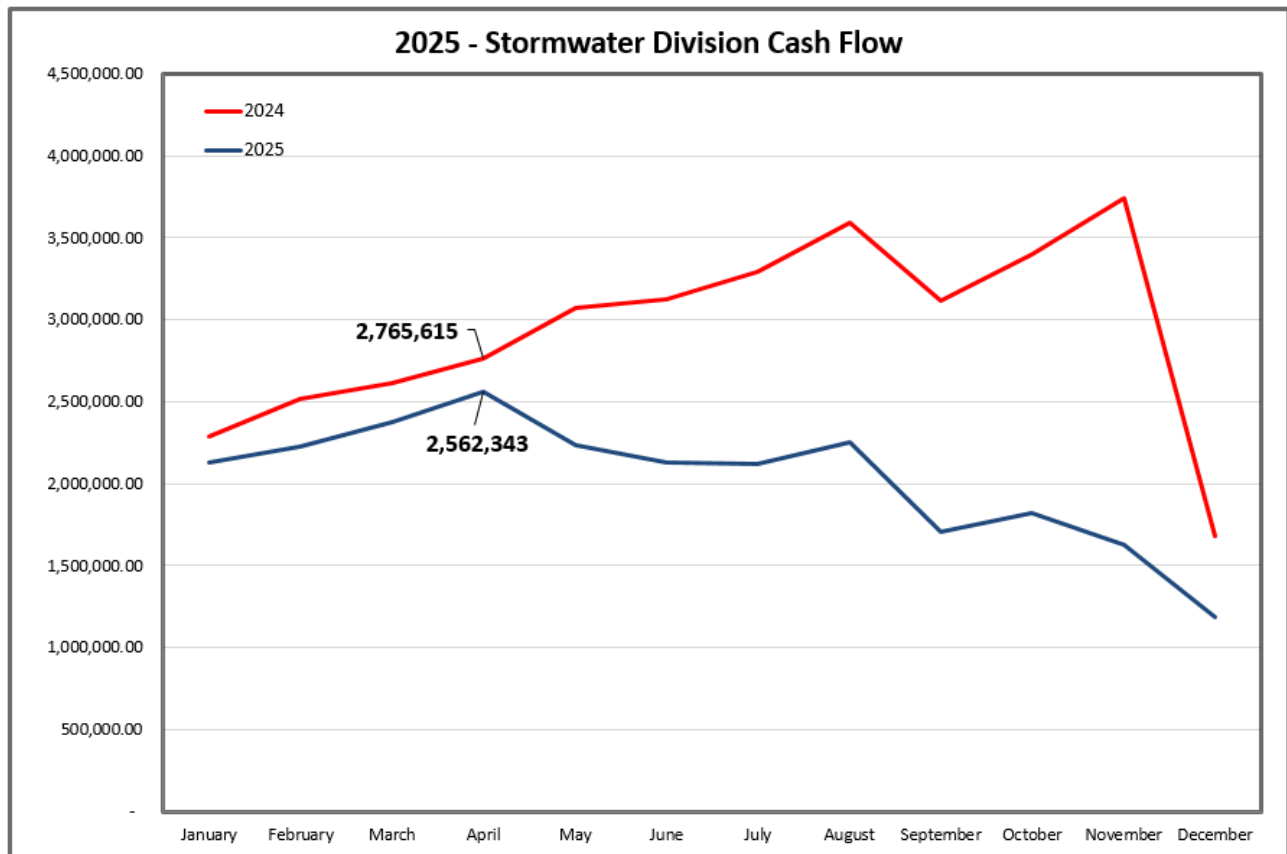
	Budget	Actual YTD	% used
Stormwater	4,062,397	1,350,847	33%
Investment income	5,000	15,440	309%
Other Income/Grants	-	11,487	0%
Sum:	4,067,397	1,377,774	34%

Storm Expenses

	Budget	Actual YTD	% used
Labor and fringe	1,411,326	367,971	26%
Power	176,400	42,607	24%
Supplies	259,573	60,155	23%
Debt interest	96,974	21,730	22%
Depreciation	931,552	302,287	32%
Other	417,343	100,703	24%
	3,293,167	895,453	27%

Revenue - expense	774,230	482,321
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Cash Flow: Cash at the beginning of the month was **\$2.4M**. Revenue of **\$354K** was collected. O&M expenses were **\$131K** and CIP expenses were **\$33K**. Cash at the end of the month was **\$2.6M**.



2025 Water and Sewer costs converted to gallons					
Cost per HCF	\$ 4.28	\$ 6.99			
Cost per gallon	\$ 0.0057	\$ 0.0093			
Volume (gal)	Volume (CF)	Water	Wastewater	Sum	Example
0.125	0.017	\$0.0007	\$0.0012	\$0.0019	16 ounces; one pint, large coffee; std beer pour
1	0.1	\$0.01	\$0.01	\$0.02	Milk jug
5	0.7	\$0.03	\$0.05	\$0.08	Home Depot bucket
10	1.3	\$0.06	\$0.09	\$0.15	
15.5	2.1	\$0.09	\$0.14	\$0.23	1/2 keg of beer
25	3.3	\$0.14	\$0.23	\$0.38	
30	4.0	\$0.17	\$0.28	\$0.45	
50	6.7	\$0.29	\$0.47	\$0.75	
100	13.4	\$0.57	\$0.93	\$1.51	
275	36.8	\$1.57	\$2.57	\$4.14	Heating oil tank
500	66.8	\$2.86	\$4.67	\$7.53	
1,000	133.7	\$5.72	\$9.34	\$15.06	
Comparative costs, Spring, 2025					
Volume (gal)	Volume (CF)	Amount	Cost / gal	x water cost	Description
0.125	0.017	\$7.00	\$56.00	9,782	Pint of beer locally
0.125	0.017	\$2.09	\$16.72	2,921	Large Dunkln coffee
0.132	0.018	\$2.00	\$15.15	2,646	Fiji water (16.9 oz)
0.132	0.018	\$1.39	\$10.53	1,839	CVS, Ice Canyon water (16.9 oz)
1	0.1	\$4.25	\$4.25	742	Milk
1	0.1	\$2.50	\$2.50	437	Poland Spring gallon
275	36.8	\$825.00	\$3.00	524	Heating oil tank

GAUD Policy #: 5
Date: 2/22/2016
Policy 5: Procurement & Purchasing
Original date: 10/1/2005; Rev. 6/21/2011; 2/22/2016; 7/17/2023

PURPOSE: This policy establishes purchasing procedures for the District. This policy maximizes the value for dollars spent on behalf of District ratepayers, provides for a fair and equitable purchasing process for all goods and services, and establishes a standardized process for District employees to follow.

COMPLIANCE

District employees are required to comply with this policy. Non-compliance could result in disciplinary action, including possible termination, and/or legal action.

Employees authorized to make and/or approve purchases have the responsibility to ensure that all transactions are necessary and prudent for the District.

SCOPE & RESPONSIBILITY:

This policy encompasses the District's purchasing and purchase commitments. The District's General Manager (GM), with guidance from the District's Board, has the responsibility to interpret this policy.

GUIDELINES FOR PURCHASING:

- a. All purchases must have both a requester and an approver. These can be the same person if the requester has been designated authorization (see Attachment A) from the GM to make purchases of that amount.
- b. In the absence of or with the approval of the GM, the Assistant General Manager (AGM) may also act as the approving authority. An absence is defined as the unavailability of the General Manager to review the request for approval in a timely manner as determined by the AGM.
- c. Vendors should be selected based on their ability to provide the best value for the District as determined solely by the District. This value determination encompasses cost, quality and/or availability, suitability, and the reputation of the vendor.
- d. At the discretion of the General Manager or Assistant General Manager, contracts with vendors may be required.
- e. Blanket purchase orders with specific vendors may be established annually by Accounting. The list of specific vendors will be approved by the GM and provided to applicable employees.
- f. Professional services for a cost up to \$50,000 may be procured under a process approved by the GM. For procurement of professional services over \$50,000, the Board will be apprised of the General Manager's recommended procurement procedure.

DEFINITIONS:

Small Purchase Order: Required for all purchases of \$250 or less. These purchases can be made when pre-designated authority as defined in Attachment A is provided by the GM. The requestor must file a small PO form with Accounting after items have been received.

Large Purchase Order: Competitive Pricing is required for all purchases of goods or services equal to or greater than \$2,000 and less than \$15,000. Written prices from a minimum of three vendors must be requested when competitive vendors are available. All electronic or paper Requisition Forms must be pre-approved by the General Manager or in his/her absence by the Assistant General Manager prior to a purchase. At the discretion of the GM, professional services may be exempt.

Formal Bid Process: a written sealed quotation is required for the purchase of goods and non-professional services. Quotations received from a vendor and opened on a specific day, at a specific place and time. This process can be advertised publicly in some manner at the General Manager's discretion. Required for all transactions equal to or greater than \$15,000 for which a request for proposals was not done. At the discretion of the General Manager, professional services are exempted.

Request for Proposals: (when a formal bid process for a purchase which is greater than \$15,000 is not prudent): A written request submitted to selected vendors or publicly advertised in some manner at the discretion of the GM. Advertising on the District's website shall be considered public advertising. At the discretion of the General Manager, professional services may be exempted from this process.

Purchase Agreement or Open Purchase Orders: A written agreement to obtain specific goods/services for a specific timeframe for a specific price. Generally, this is used in situations where goods and/or non-professional services will be purchased on an ongoing basis as needed. Purchasing agreements will always be reviewed and pre-approved by the General Manager or Assistant General Manager. Examples include auto parts, sand and gravel.

Professional Services: At the discretion of the General Manager, professional services may be obtained through the use of a Request for Qualifications (RFQ), Request for Proposals (RFP) or direct procurement. An RFP may ask for cost estimates whereas an RFQ typically does not.

Sole Source: At the discretion of the GM, goods, professional and non-professional services may be purchased from a single source with a purchase order and without a formal bid or competitive pricing. These purchases are made to ensure continuity and compatibility with existing equipment, materials or services or in the event that the vendor is the only available source for the goods and or service.

Emergency Purchases: The General Manager, or in his/her absence the Assistant General Manager, has the authority to authorize the emergency purchase of goods or services including professional services. Verbal authorization is permitted. Evidence of approval and related documentation must be retained and attached to the accounts payable package. In the case of a verbal authorization, it is acceptable to note who authorized this emergency purchase and the date of that authorization.

PURCHASE ORDERS & DOCUMENTATION:

Credit Cards: The District's single bank credit card is maintained by the General Manager (credit limit not to exceed \$25,000). This card may be used by other employees with the prior approval of the General Manager.

Store Specific Purchasing Accounts: With the authorization of the General Manager, the District may have various other local vendor purchasing accounts that can be utilized by individually approved employees for specific goods for the District (such as Home Depot, Lowes, Tractor Supply etc.). Such accounts have an account credit limit that is deemed appropriate by the General Manager. All documentation, purchase orders and proof of the sales transaction for these purchases should be retained by the employees making the purchase and submitted to the District's office.

Check Request Forms: At various times a check request authorization form may be required to initiate a check. The check request form lists the information (vendor name, date check required, account coding/description, etc.) that the finance department needs to process the request. The form must be signed and approved by an employee using the same criteria for expenditure authority that applies to purchase orders.

Petty Cash: Petty cash is intended to reimburse employees for small purchases paid for by the employee for District purposes. Such items may include tolls, parking, or meals. The employee must complete a petty cash slip, attach a receipt(s) and have the slip approved by their supervisor.

Travel & Overnight Travel: Travel must be pre-approved by the employee's supervisor and the General Manager or Assistant General Manager. Costs for all business travel and the reasons for that trip need to be documented by the employee on a Travel Expense Report. The completed form must be approved by both the employee's supervisor and the General Manager or Assistant General Manager. All receipts should be attached to the travel reimbursement form or provided electronically. Private vehicle mileage will be reimbursed at the rate in current use by the Internal Revenue Service.

(ATTACHMENT A)

Purchase Orders Designated Authority:

General Manager

Assistant General Manager

Assistant Chief Engineer

Chief Financial Officer

Engineering Services Supervisor

Administrative Supervisor

Operations Supervisor

Maintenance Supervisor

Equipment Maintenance Supervisor

Operating Rules and Regulations - Terms & Conditions

Greater Augusta Utility District

Billing office location and mailing address: 12 Williams Street Augusta, ME 04330-5225

Phone: (207) 622-3701

Fax: (207) 622-4539

www.greateraugustautilitydistrict.org

email: contact@greateraugustautilitydistrict.org

Normal business hours: 7:00 AM to 4:00 PM (excluding weekends and holidays)

Reconnection hours: 7:00 AM to 3:00 PM (excluding weekends and holidays)

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Effective date: _____ General Manager

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The following Terms and Conditions made by the Greater Augusta Utility District ("Utility") and filed with the Maine Public Utilities Commission ("Commission"), constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

All Utility residential, commercial, industrial and governmental credit and collection procedures in these Terms and Conditions will conform to and be based upon Chapters 620, 650, 660, and 870 of the Commission's Rules and Regulations hereinafter referred to by Chapter; and Title 17-A and 35-A of the Maine Revised Statutes (MRS).

Section 1: Definitions

The following terms have the following meanings, unless the context clearly indicates a different meaning:

- A. Account Balance. "Account balance" means the total water, sewer and stormwater amount owed by a Customer that has been properly billed by the Utility.
- B. After hours. "After hours" are defined as:
 - 1. Weekdays: after 4:00 PM and before 7:00 AM
 - 2. Weekends: after 4:00 PM Friday and before 7:00 AM the following Monday
 - 3. Holidays are observed according to the published State of Maine government holidays. Holidays are not considered "normal business hours". Holidays start at 12:01 AM of the observed holiday and end at midnight.
- C. Amount Overdue. "Amount Overdue" means the total water, sewer and stormwater amount that has been properly 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.
- D. Applicant. "Applicant" means any person or business that applies for Utility service and who has not been a Customer of the Utility within the past 30 calendar days.
- E. Basic Service. "Basic service" means Utility service where the Commission regulates the rate or charge for the service and the rate or charge for the service is contained in the Utility's rate schedules. The Utility is authorized to disconnect water service for the non-payment of sewer charges pursuant to 35-A MRS §6111-C, or for the non-payment of stormwater and wastewater assessments as set forth in P&SL 2007, c. 22, Pt. A, §12, as amended by P&SL 2019, c. 18, §1 as each constitutes a "basic service."
- F. Bill. "Bill" means a statement, either in written or electronic form, from the Utility to a Customer that states the amount owed by the Customer for the current billing period, the amount overdue, the account balance, late fees and any other charges lawfully owed by the Customer. Bills shall be issued in accordance with Chapter 660 and these Terms and Conditions.
- G. Commission. "Commission" means the Maine Public Utilities Commission.

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- H. Complaint. "Complaint" is a dispute between an applicant or Customer and the Utility which the Consumer Assistance and Safety Division has decided to resolve pursuant to this Rule.
- I. Consumer Assistance and Safety Division. "Consumer Assistance and Safety Division" or "CASD" is a division of the Commission assigned with the responsibility of dealing with consumer issues under Chapter 660.
- J. Corporation. "Corporation" is a body created and authorized by law to act and be treated as a single legal entity with an identity distinct from that of its individual members. This definition includes private companies, and municipal and quasi-municipal corporations.
- K. Customer. "Customer" means any person, business, corporation, government or governmental division that has applied for or been accepted to receive, or is either receiving Utility service or has agreed to be billed for Utility service. This term also includes a person or business that was a Customer of the Utility within the past 30 days and who requests service at the same or a different location.
- L. Deposit. "Deposit" means any payment, however designated, that is held as security for future payment or performance.
- M. Dispute. "Dispute" means a grievance of a Customer or applicant about the Utility's application of any provision of this Rule. Disputes include, but are not limited to:
1. deposit requirements;
 2. the accuracy of meter readings or bill amounts;
 3. the proper person to be charged;
 4. the terms of a payment arrangement;
 5. the terms to avoid a pending disconnection;
 6. the terms to obtain a reconnection; and
 7. the transfer of an account balance incurred in one Customer's name into another Customer's account.
- If a Customer or Applicant has a grievance and then indicates that the response from the Utility's employee was satisfactory, the dispute between the Customer or Applicant and the Utility will be considered resolved.
- N. Due date of bills. All Bills are past due no less than twenty-six (26) days after the Bill is mailed or otherwise delivered to the Customer. A Bill is considered "mailed" on the date it is postmarked or otherwise delivered to the Customer. 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.
- O. Establishment. An "Establishment" is a location at which water service is sought or is being rendered.

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- P. **Fraud.** The term “Fraud” means a false representation, by words or conduct, or the concealment of facts which should have been disclosed, which is intended to deceive the Utility and upon which the Utility reasonably relies on taking actions with respect to a Customer.
- Q. **Limited Service Contract.** A “Limited Service Contract” means a written agreement, approved by the Commission, under which the Utility agrees to provide and the Customer agrees to accept a substandard level of service described in the contract.
- R. **Make-up Bill.** A “make-up bill” is a bill issued for previously unbilled Utility service.
- S. **New Customer.** A “New Customer” means any person or business that has applied and been accepted for service that has not taken service from the Utility within the past 30 days.
- T. **Non-basic Utility Service.** “Non-basic Utility service” means Utility service that meets any of these conditions:
1. The Commission does not regulate the rate or charge for the service; or
 2. The rate or charge for the service is not contained in the Utility's rate schedules; or
 3. The service is for merchandise or equipment that is not required as a condition of receiving Utility service.
- U. **Occupant.** “Occupant” means any person who resides at an establishment that is provided with basic or non-basic Utility service.
- V. **Payment Arrangement.** “Payment arrangement” means an agreement between a Customer or applicant and the Utility that allows the account balance or deposit to be paid in one or more installments.
- W. **Person.** “Person” means an individual, partnership, or voluntary association.
- X. **Physician.** “Physician” means any individual authorized by law to practice medicine or osteopathy in Maine.
- Y. **Premises.** “Premises” means any residential or non-residential building or property.
- Z. **Private Line.** “Private line” means:
1. A water line constructed prior to May 7, 1986 across private property to serve one or more Customers and not considered by the Utility to be a water main;
 2. Except as provided under Chapter 65, 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 commercial or industrial development upon which no other person has an easement or other right of access for water line purposes.
- AA. **Reconnection hours.** Reconnection hours are from 07:00 AM to 3:00 PM during the work week.
- BB. **Refund.** “Refund” means a cash or cash equivalent reimbursement to a Customer. The application of a credit to a Customer’s account is not a refund.

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- CC. Residential Utility Service. "Residential Utility service" means Utility service provided to a dwelling. It includes service provided for a nonresidential purpose, if a residential dwelling is receiving service through the same meter.
- DD. Seasonal Customer. "Seasonal Customer" means a Customer which regularly takes service through summer service pipes and water mains. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect.
- EE. Serious Medical Condition. "Serious medical condition" means a medical condition such that a lack of Utility service would pose a serious risk of harm to the individual with the condition.
- FF. Service Drop / Service Line. "Service line" means a water line running from the water main to the customer's establishment. (Chapter 620 §2 L) The "service drop" portion of the service pipe shall be owned by the Utility and shall extend from the main to the curb stop (shut-off valve). The curb stop shall ordinarily be at the edge of the right of way. (Chapter 65 §1 L)
- GG. Summer Service Lines and Mains. "Summer Service Lines and Mains" are pipes which can supply Premises for only a portion of the year, typically from May 1 to October 1. The Utility may elect to extend service before May 1 or after October 1. (Chapter 620 §3 E)
- HH. Temporary Establishment. "Temporary establishment" means an establishment that the Utility reasonably believes to be of a temporary nature after giving due consideration to 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 temporary. As a general rule, temporary establishments are expected to last no longer than 5 years. The Owner must enter into a temporary service agreement with the Utility before any temporary establishment can be served.
- II. Third Party. "Third party" means a person or entity not employed by or working on behalf of the Utility. For the purposes of this Chapter, neither Commission staff nor contractors working on behalf of the Utility are considered "third parties".
- JJ. Unauthorized Use. "Unauthorized use" means the interference or diversion of Utility service. Unauthorized use includes, but is not limited to:
1. tampering with the meter (any act which affects the proper registration of service through a meter);
 2. bypassing the meter without prior Utility permission (unmetered service that flows through a device connected between the service line and Customer-owned facilities); or
 3. restoring service without authorization from the Utility or the CASD.
- KK. Utility. "Utility" refers to the Greater Augusta Utility District.
- LL. Water Utility. A corporation, person, or the lessee, trustee, of a corporation or person, owning, controlling, operating, or managing any water works for compensation within this State.
- MM. Water Main. A water pipe, other than a service pipe or private line which is owned, operated, and maintained by the Utility, and used for the transmission or distribution of water.

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Section 2: Service Requirements

1. Application for Service.

The Owner or Occupant of an Establishment may apply for service (Chapter 620 §3 A).

The Applicant will pay an application for service fee that will be added to the first Bill per Section 9: [Fee Schedule](#).

If a new service connection or other work on the Owner's Premises is required, the Owner must authorize the Utility to enter the Premises to perform the necessary work. The size, location material of the Utility's portion of the service pipe for a new service and service upgrade shall be determined by the Utility. (Chapter 620 §3 C)

2. Conditions of Service (Chapter 620 §5)

Utility Employees displaying proper identification shall have the right of reasonable access to all establishments which it serves, at reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove, or read meters, and to ascertain the amount of water used. (Chapter 620 §5 A)

Every establishment must be equipped with operable valves located inside the building near the service 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 piping must be arranged to prevent back-siphonage and must permit draining whenever necessary. (Chapter 620 §5 B)

All valve configurations shall be arranged as specified by the Utility based on the required meter size. The Customer shall own and maintain these valves in good operable condition.

The use of water consumption equipment which could affect the Utility's pressure or operating conditions and interfere with the service of other Customers is prohibited. If a Customer fails to comply with these regulations, the Utility may disconnect service pursuant to Chapter 660. (Chapter 620 §5 C)

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. (Chapter 620 §5 D)

The Utility strongly urges Customers to install thermal / pressure expansion tanks as a means to prevent damage to plumbing lines and fixtures caused by water hammer and / or over-pressurization.

Water service supplied to any Customer not providing such protective devices will be solely at the risk of the Customer, and the Utility will not be held liable for damage resulting from the lack of, failure of, or improper installation of such protective devices.

Cross connections between the public water supply system and any other supply are prohibited unless it is properly protected by measures which comply with rules of the Maine Center for Disease Control and the Utility's cross connection control program. The Utility prohibits any connection that will cause back flow between the public water supply system and any plumbing fixtures, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a

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connection fails or refuses to break or properly protect the connection within a time limit specified by the water utility or the Maine State Internal Plumbing Code (02-395 C.M.R. ch. 4), the utility may seek to discontinue service pursuant to Chapter 660 of the Commission's Rules. (Chapter 620 §5 E)

3. Service Pipe. (Chapter 620 §3 C)

The Utility shall install, own and maintain the utility portion of the service line, as described in and subject to the payment and other requirements of Chapter 65. The Utility will determine the size, location and material of its portion of the service line. (Chapter 620 §3 C)

The Customer shall pay for, install, own and maintain the Customer's portion of the service line. If a public way must be crossed by the Customer's portion of the service pipe, the crossing must be approved by the Utility. (Chapter 620 §3 C)

The Customer-owned portion of the Service Pipe must be installed per the Utility's standards and specifications and only after approval of the Utility is obtained.

Any service pipe requested shall be financed in full by the Customer, including the portion within the public or Utility right-of-way pursuant to Chapter 65 §5 A as voted by the Trustees in 1994.

The Applicant must provide any Deposit for the full estimated amount of the service pipe installation at least two weeks before the Utility executes any work.

4. Frozen service pipe

Frozen service pipes will be addressed in accordance with Chapter 620 §3 C 2.

5. Access to Premises.

The Owner must authorize the Utility to enter the Premises to do the work necessary to establish a connection. (Chapter 620 §3 A)

The Utility requires the Customer to provide an authorized adult, 18 years or older, to escort Utility personnel throughout the Premises as needed.

6. Seasonal resumption of service charge.

The Utility will charge seasonal Customers an annual fee per Section 9: [Fee Schedule](#) to both reconnect summer service pipes, water mains, and meters each spring and to disconnect summer service pipes, water mains, and meters at the end of the season. (Chapter 620 §3 G)

The seasonal resumption of service charge is in addition to metered rate charges.

Section 3: Credit and Collections

7. Billing.

All billing and payment standards will be governed by Chapter 660.

Customers are billed monthly or at the Utility's discretion. The Utility reserves the right to bill at a different frequency upon notice to the Customer, agreement with the Customer, or outside the normal

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provision of water (e.g. temporary construction meters). All billings are in arrears unless otherwise noted.

Public and private fire protection charges are billed monthly.

Customers are responsible for providing a correct billing address. Failure to receive a bill does not relieve the Customer of the obligation of their payment, nor from the consequences of nonpayment.

8. Credit and Collection.

All credit and collection actions for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870. The Utility may demand a deposit from an Applicant or Customer as permitted by Chapter 660.

9. Application of partial payments.

When a partial payment is received, the Utility must first apply the payment to the oldest basic service balance due, no matter if water or sewer or stormwater, unless instructions from the Customer, a disputed Bill, or a payment arrangement require otherwise. (Chapter 660 §8 H)

After all basic service balances due have been paid, unused payment amounts may be applied to non-basic service, unless otherwise stipulated. Sewer, stormwater and drinking water service are “basic” services when the Utility provides drinking water, sewer and / or stormwater to the same Customer.

10. Payment Arrangement.

The Utility shall continue to serve a Customer who cannot pay the Account Balance, provided mutually agreed upon payment arrangements are adhered to in accordance with Chapter 660 §9 A and with these Terms and Conditions.

11. Dispute Resolution.

The Utility resolves disputes in accordance with Chapter 660.

12. Proration.

As appropriate, initial and final bills may be pro-rated in accordance with GAUD’s approved tariffs and the number of days in the billing cycle.

13. Assistance Program

Pursuant to Title 35-A MRS §6111-C and to Chapter 660, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 211, the Department of Health and Human Services, the Community Action Agencies, and local Town or City Government. (Chapter 660 §9 E 2)

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14. Reconnection of Service and Fee:

Customers will be reconnected on the same day or no later than 5:00 PM the following business day after the cause of the disconnection has been remedied. (Chapter 660 §11 D)

The Utility will charge a Customer a service reconnection fee to restore service at a Customer's Premises if service was disconnected for any reason allowable under Chapter 660, these Terms and Conditions, or the Customer's request per Section 9: Fee schedule. (Chapter 660 §12 D)

Requests to reconnect service where the Utility receives notice that the cause of the disconnection has been remedied by 3:00 PM are considered as received during "normal business hours".

15. Collection 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 may charge a [collection fee](#) equal to one half of the reconnection fee per Section 9: Fee schedule.

16. Return Trip Fee.

The Utility may charge a Customer a [return trip fee](#) per Section 9: Fee schedule, when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one hour in advance to avoid the Return Trip Fee.

17. Late Payment Charge.

The Utility will impose the maximum late payment charge permitted under Section 870 of the Commission's Rules on all Bills not paid by the due date of the Bill. (Chapter 660 §8 G)

18. Charge for Returned Checks.

In accordance with Chapter 870, any Customer whose check is returned for nonpayment to the Utility by a bank will be charged a returned check fee per Section 9: Fee schedule. If the Customer is charged more than \$5.00, the utility will provide the Customer a copy of the bank charge upon request.

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19. Disconnection of leased or rented property.

Before disconnecting a leased or rented residential property, the account for which is in the landlord's name, the Utility shall comply with the notice requirements contained in Chapter 660, and must offer the tenant the right to take responsibility for future payments.

In addition to the above, before the actual disconnection of service to a single-meter, multi-unit building, the Utility will: (Chapter 660 §10 I 4)

- a. Apply any existing deposit to the current account balance, and
- b. Assess against the landlord a reconnection fee plus a [disconnection of leased or rented property fee](#) per Section 9: Fee schedule.

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

20. Electronic Payment.

The Utility may allow Customers to pay amounts owed to the Utility for service using electronic payment systems.

Electronic payments are "received" by the Utility either: (Chapter 660 § F 3)

1. at the date and time the transaction is executed by the Customer or;
2. the date the Customer chooses for the payment to be applied to the Customer's account if that choice is available in the Utility's billing system.

Any vendor retained by the Utility to process electronic bill payments may charge the Customer a transaction fee provided the Customer is informed of the specific amount of the fee prior to making the payment and that the Utility does not recoup any portion of the transaction fee.

21. Estimated bills

The Utility may issue a Bill for estimated usage when a physical or remote meter reading is not practical.

22. Bulk water and temporary metered connections

The utility may establish temporary connections for service or sell water to customers for transport in their own container (bulk water).

Temporary connections typically consist of connecting a water meter and backflow prevention device to a hydrant to support construction efforts. The fee for a temporary metered water connection is \$250. This does not include the cost of water.

The fee for a bulk connection is based on the time required to fill the container. Examples include street sweepers or other construction activities that don't require a temporary metered connection. The fee per hour to facilitate filling containers is \$50 and does not include the cost of the water. The Utility may waive or reduce this fee at its discretion for de minimis or emergency usage.

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Section 4: Customer and Utility Rights and Responsibilities

23. Meter Malfunction, Failure to Read Meter and Unauthorized Use or Fraud

Unauthorized use of water is prohibited.

Theft of Utility services is unlawful and will be prosecuted pursuant to 17-A MRS §357.

No Customer shall supply water to another, nor shall water be used for any purposes not declared in the application for service without Utility approval.

No Person shall obtain water from any public or private fire hydrant, private sprinkler system or other fixture of the Utility without previous consent of the Utility.

These issues will be addressed in accordance with Chapter 660 §8 E.

24. Conservation.

The Utility takes all reasonable steps to prevent the unnecessary waste of water. If a leak is located on a Customer's service pipe, the Utility will notify the Customer that the leak must be repaired within the time frame specified by the Utility. If a Customer fails to repair a leak on their service pipe within the time frame specified, service shall be discontinued pursuant to Chapter 660.

When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses, sprinklers or other non-agricultural irrigation systems.

25. Interruption of Water Supply.

Water service may be interrupted when it is necessary to repair or maintain the utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, state or national emergency.

Chapter 660 provides details regarding reasonable notice of affected customers. (660 §14 A)

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26. Low Pressure Areas and Limited Service Contracts.

Distribution system water pressures are typically between 25 pounds per square inch (PSI) and 150 PSI.

Low pressure areas have substantially uniform system pressure at the connection of the water service to the main where pressure may be expected to fall below 20 PSI under normal operating conditions.

(Chapter 620 §3 I)

The Utility will not extend its mains or render service to new Customers in low pressure areas unless a limited service contract is executed between the Customer and the Utility and approved by the Commission.

If a Customer wants to enter into a limited service contract, then service will be provided unless the Commission orders otherwise.

The Limited Service Contract must be approved by the Commission prior to rendering service.

If a Customer believes the distribution system pressure is more than an apparatus can endure, it shall be the responsibility of the Customer to install a suitable pressure reducing device.

27. Liability of Utility.

The Utility shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service pipe or fixtures.

If for the purposes of making repairs, extensions or connections, or for any other reason beyond the control of the Utility, it becomes necessary to shut off water in the mains, the Utility will not be responsible for any damages occasioned by such shut-off. The Utility will not be responsible for damage caused by turbid water which may be occasioned by cleaning pipes, reservoirs or standpipes, or the opening or closing of any valves or hydrants, or any other cause when the same is not due to lack of reasonable care on the part of the Utility.

The Utility will not be responsible for meeting water quality standards that exceed Primary Drinking Water Standards set by the Maine Department of Health and Human Services. Notwithstanding these Standards, the Utility makes no representations or warranties about the quality of the water and will not be liable thereby for any damages caused by unsatisfactory water quality.

Section 5: Meters

28. General requirements.

The Customer may receive water through a meter upon Application to the Utility. The size and type of the meter will, in all cases, be determined by the Utility. All water sold by the Utility shall be on the basis of meter measurements or as otherwise provided for in its rate schedules. The Utility may install meters whenever and wherever deemed expedient. (Chapter 620 § 4)

29. Metered Service.

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.

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The Customer is required to provide a warm, dry and accessible location for the meter.

All meter installations shall be in accordance with the Utility's requirements, standards, and specifications.

30. Meter Location.

Meters must be installed as close as practicable to the point of entrance of the service line to the establishment.

The Utility requires the Customer to provide a warm, dry, and accessible location for the meter.

The location of the meter, once set, may be changed at the request and expense of the customer, but the change may be made only by the water utility or an appropriately licensed plumber hired by the customer and approved by the water utility.

For new installations of meters, the piping arrangement must be in accordance with the requirements of the water utility.

Meters may not be located:

- above the first or ground floor level under any circumstances
- in a crawl space

Single-Family Residential:

Except as set forth below, each individual residence must have its own meter. Sub-service from a metered line is not permitted. Metered water lines may not be extended to serve another residence or place of business.

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

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Apartments, Duplexes, Condominiums and Commercial Buildings:

Owners of these structures have two metering options approved by the Utility:

1. The Utility requires all new multi-tenant buildings to be individually metered. The cost of the meters and installation shall be borne by the Owner. The installation of the individual meters shall be installed in a common location, with keyed access from the exterior of the building and shall be installed in accordance with the Utility's requirements.
2. The Utility may permit a single master meter at the Owner's request, provided the Owner agrees to pay for all water consumption. If meters cannot be installed in a common location with access from the exterior of the building, then individual service lines with curb stop valves must be installed into the building.

Mobile Homes:

Water meters for all new or replacement mobile homes placed on a concrete, paved or gravel slab shall be located inside the home in a warm, dry and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered Single Family Residential as described above.

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 current specifications. The meter structure (vault or enclosure) shall be owned, installed and maintained by the Customer in good repair at the Customer's expense.

31. Meter Vaults or Enclosures.

The use of below ground meter vaults is strongly discouraged due to accessibility and safety issues.

The use of suitable vaults or enclosures will be considered on a case by case basis and requires prior written Utility approval. (Chapter 620 §4 B 3)

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

The meter vault must be located on the Customer's property as close to the property line as possible. The meter vault must be warm, dry and accessible at all times.

Any backflow prevention devices installed inside a meter vault must receive prior written approval from the Utility and meet all applicable State and Utility regulations.

32. Remote Reading Registers or Similar Remote Automated Devices.

Remote reading registers or similar remote automated meter reading devices acceptable to, and installed by the Utility or Utility-authorized personnel may be utilized.

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33. Meter Repair, Replacement, and Relocation.

Meters, once set, may be changed in location at the request and expense of the Customer at the fees described in the table below. The meter relocation will be done only by personnel authorized by the Utility. (Chapter 620 §4 B)

Meter repair and replacement necessitated by:

- ordinary wear will be paid for by the Utility;
- freezing, attempts to thaw, 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. (Chapter 620 §4 C)

The Customer will be charged for the repair, replacement or relocation of damaged meters in accordance with these Terms and Conditions based on the meter size and the time of repair as shown in the table below. Costs are per hour and do not include the cost of the meter.

	Meter diameter	
	5/8" to 1"	1 1/2" and larger
Normal business hours	Refer to Section 9: Fee schedule	
After hours		
Holidays		

34. Sub-metering.

If additional 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 Utility's meter.

35. Testing.

Meters are periodically tested or replaced in accordance with Chapter 620 §4 D.

Mechanical meters are tested or replaced every 12 years.

Non-mechanical meters are tested or replaced every 20 years.

The customer deposit for requesting meter testing more frequently than 18 months may be found in [Section 9: Fee schedule](#).

36. Leak Abatement Procedure

From time to time plumbing failures cause water leaks that are undetected until the water meter is read.

Customers seeking abatement for an undetected plumbing failure that results in consumption which is significantly higher than normal must follow this procedure.

Customers who request abatement must complete an application provided by the Utility.

Customers must have previous water bills paid in full to apply for abatement. Abatement claims made more than 90 calendar days after the billing date will not be considered. Abatements apply only to

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plumbing failures outside the Customer's control that result in excess usage and have been repaired and documented to the Utility with a signed statement from the Customer.

A Customer may receive an abatement credit only once in 3 years.

The abatement is the dollar equivalent of one half of the difference between the abatement request and the average consumption from the prior 12 months of service. The cost per hundred cubic feet (HCF) is the Utility's current tariff charge for each HCF of water above the minimum charge.

The maximum abatement for water is \$333.00.

The Utility will review each application on a case by case basis and grant or deny plumbing failure abatements based on available information.

Section 6: Cross Connections

37. Backflow Prevention Devices Testing Requirements.

The Utility will perform the initial inspection and testing of a testable backflow prevention device and may charge a fee per [Section 9: Fee schedule](#).

Subsequent required tests must be done by a certified backflow prevention device tester. Test results must be provided to the Utility within 30 calendar days of the actual test. A list of certified backflow prevention device testers is available from the Utility.

Section 7: General Provisions

38. Tampering with Utility Property.

Tampering with Utility property is prohibited by law. No Utility-owned valve, meter, meter setter, backflow prevention device, shutoff, hydrant or standpipe will be opened or closed or otherwise operated by anyone other than the Utility or its agents. All tampering offenses will be prosecuted under the guidelines of 35-A MRS Chapter 27, Sub-Sections 2706 – 2708.

39. Utility Jobbing.

Jobbing is the provision of unregulated Utility services, such as construction services.

If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Utility may require an advance payment equal to the Utility's estimated cost of the work. At the completion of the work, any excess over the actual bill for services will be returned, and any amount due in excess of the advance payment will be payable. (Chapter 620 §3 B)

40. Joint Use of Water Main and Service Pipe Trench.

Water mains, services, hydrant branches etc. will not be placed in the same trench with sewer facilities. State of Maine Rules Relating to Drinking Water require a horizontal separation of ten (10) feet between water system infrastructure and all sewer facilities. 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.

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The Utility further regulates the horizontal separation between all water mains, services, hydrant branches etc. and all other underground Utility facilities per its Standard Specifications. (Chapter 620 §3 F)

41. Size of Water Distribution Mains.

The Utility provides water for domestic use and fire protection. The Utility requires all distribution mains to be adequately sized.

Section 8: Fire Protection

42. Fire Hydrants.

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

43. Private Fire Protection.

If fire protection service is available, it 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 Utility.

The Utility does not guarantee the quantity of water or pressure available through a fire protection service. The Owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. A minimum 48 hour notice must be given to the Utility in advance of flow testing work so a representative of the Utility can be present to observe the test, if so desired.

All new private fire connections shall require appropriate backflow prevention devices at the service entrance in accordance with the Utility's Cross Connection Control Program.

44. Charge to Flow Test Fire Hydrants.

The Utility will charge a fee per Section 9: Fee schedule, to flow-test a public or private fire hydrant if a flow test has been done at the requested location within the past five (5) years of the requested test date. If the most recent flow test is older than five (5) years, there will be no charge for the requested flow test. Under all circumstances, at the Utility's discretion, the Utility shall have a representative present to observe or conduct the flow test.

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Section 9: Fee Schedule

# in TC	Description	2025	Comments
1	Application for service	\$ 20.00	Basic fees to process and record new applications / delete former customer if necessary
6	Seasonal resumption of service (summer lines)	\$ 120.00	Fee to support seasonal meters and pipe for 71 customers; recovers cost of providing this service
14	Reconnection fee, normal hours	\$ 126.00	Assumes an hour of labor and vehicle transport to / from site for disconnection and reconnection
14	Reconnection fee, after hours	\$ 197.00	Current rates don't accurately reflect additional time required after hours
14	Reconnection fee, holiday	\$ 244.00	Current rates don't accurately reflect additional time required on holidays
15	Collection fee, normal hours	\$ 63.00	One half of reconnection fee
15	Collection fee, after hours	\$ 98.50	One half of reconnection fee
15	Collection fee, holiday	\$ 122.00	One half of reconnection fee
16	Return trip fee	\$ 70.00	"no show fee" charged when customer does not keep appointment without good reason
18	Returned check fee	\$ 23.00	Fee charged for "bounced" checks.
19	Disconnection of leased or rented property	\$ 250.00	Fee charged when landlord fails to pay and must be reconnected.
33	Meter repair, replacement, or relocation normal hours, 5/8" to 1" meters	\$ 140.00	Fee to replace / repair damaged meters e.g. frozen meters
33	Meter repair, replacement, or relocation after hours, 5/8" to 1" meters	\$ 204.00	Fee to replace / repair damaged meters e.g. frozen meters
33	Meter repair, replacement, or relocation holidays, 5/8" to 1" meters	\$ 251.00	Fee to replace / repair damaged meters e.g. frozen meters
33	Meter repair, replacement, or relocation normal hours, 1.5" and larger meters	\$ 168.00	Fee to replace / repair damaged meters e.g. frozen meters
33	Meter repair, replacement, or relocation after hours, 1.5" and larger	\$ 338.00	Fee to replace / repair damaged meters e.g. frozen meters

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	meters		
33	Meter repair, replacement, or relocation holidays, 1.5" and larger meters	\$ 432.00	Fee to replace / repair damaged meters e.g. frozen meters
35	Meter testing	\$ 60.00	Deposit for customers that desire meter testing more than once in 18 months.
40	Backflow prevention devices testing requirements - initial inspection	\$ 50.00	Initial test of new backflow prevention device
44	Charge to flow test hydrants	\$ 200.00	Fee to test a hydrant upon request if hydrant has been tested w/in last 5 years.

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Operating Rules and Regulations - Terms & Conditions

Greater Augusta Utility District

Billing office location and mailing address: 12 Williams Street Augusta, ME 04330-5225

Phone: (207) 622-3701

Fax: (207) 622-4539

www.greteraugustautilitydistrict.org

email: contact@greteraugustautilitydistrict.org

Normal business hours: 7:00 AM to 4:00 PM (excluding weekends and holidays)

Reconnection hours: 7:00 AM to 3:00 PM (excluding weekends and holidays)

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The following Terms and Conditions made by the Greater Augusta Utility District ("Utility") and filed with the Maine Public Utilities Commission ("Commission"), constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

All Utility residential, commercial, industrial and governmental credit and collection procedures in these Terms and Conditions will conform to and be based upon Chapters ~~62, 65~~ 620, 650, 660, and 870 of the Commission's Rules and Regulations hereinafter referred to by Chapter; and Title 17-A and 35-A of the Maine Revised Statutes (MRS).

Section 1: Definitions

The following terms have the following meanings, unless the context clearly indicates a different meaning:

- A. Account Balance. "Account balance" means the total water, sewer and stormwater amount owed by a Customer that has been properly billed by the Utility.
- B. After hours. "After hours" are defined as:
 - 1. Weekdays: after 4:00 PM and before 7:00 AM
 - 2. Weekends: after 4:00 PM Friday and before 7:00 AM the following Monday
 - 3. Holidays are observed according to the published State of Maine government holidays. Holidays are not considered "normal business hours". Holidays start at 12:01 AM of the observed holiday and end at midnight.
- C. Amount Overdue. "Amount Overdue" means the total water, sewer and stormwater amount that has been properly 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.
- D. Applicant. "Applicant" means any person or business that applies for Utility service and who has not been a Customer of the Utility within the past 30 calendar days.
- E. Basic Service. "Basic service" means Utility service where the Commission regulates the rate or charge for the service and the rate or charge for the service is contained in the Utility's rate schedules. The Utility is authorized to disconnect water service for the non-payment of sewer charges pursuant to 35-A MRS §6111-C, or for the **non-payment of stormwater and wastewater assessments as set forth in P&SL 2007, c. 22, Pt. A, §12, as amended by P&SL 2019, c. 18, §1 as each constitutes a "basic service."**
- F. Bill. "Bill" means a statement, either in written or electronic form, from the Utility to a Customer that states the amount owed by the Customer for the current billing period, the amount overdue, the account balance, late fees and any other charges lawfully owed by the Customer. Bills shall be issued in accordance with Chapter 660 and these Terms and Conditions.
- G. Commission. "Commission" means the Maine Public Utilities Commission.

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- H. Complaint. "Complaint" is a dispute between an applicant or Customer and the Utility which the Consumer Assistance and Safety Division has decided to resolve pursuant to this Rule.
- I. Consumer Assistance and Safety Division. "Consumer Assistance and Safety Division" or "CASD" is a division of the Commission assigned with the responsibility of dealing with consumer issues under Chapter 660.
- J. Corporation. "Corporation" is a body created and authorized by law to act and be treated as a single legal entity with an identity distinct from that of its individual members. This definition includes private companies, and municipal and quasi-municipal corporations.
- K. Customer. "Customer" means any person, business, corporation, government or governmental division that has applied for or been accepted to receive, or is either receiving Utility service or has agreed to be billed for Utility service. This term also includes a person or business that was a Customer of the Utility within the past 30 days and who requests service at the same or a different location.
- L. Deposit. "Deposit" means any payment, however designated, that is held as security for future payment or performance.
- M. Dispute. "Dispute" means a grievance of a Customer or applicant about the Utility's application of any provision of this Rule. Disputes include, but are not limited to:
1. deposit requirements;
 2. the accuracy of meter readings or bill amounts;
 3. the proper person to be charged;
 4. the terms of a payment arrangement;
 5. the terms to avoid a pending disconnection;
 6. the terms to obtain a reconnection; and
 7. the transfer of an account balance incurred in one Customer's name into another Customer's account.

If a Customer or Applicant has a grievance and then indicates that the response from the Utility's employee was satisfactory, the dispute between the Customer or Applicant and the Utility will be considered resolved.

- N. Due date of bills. All Bills are past due no less than twenty-six (26) days after the Bill is mailed or otherwise delivered to the Customer. A Bill is considered "mailed" on the date it is postmarked or otherwise delivered to the Customer. 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.
- O. Establishment. An "Establishment" is a location at which water service is sought or is being rendered.

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- P. **Fraud.** The term “Fraud” means a false representation, by words or conduct, or the concealment of facts which should have been disclosed, which is intended to deceive the Utility and upon which the Utility reasonably relies ~~in~~ **taking actions with respect to a Customer.**
- Q. **Limited Service Contract.** A “Limited Service Contract” means a written agreement, approved by the Commission, under which the Utility agrees to provide and the Customer agrees to accept a substandard level of service described in the contract.
- R. **Make-up Bill.** A “make-up bill” is a bill issued for previously unbilled Utility service.
- S. **New Customer.** A “New Customer” means any person or business that has applied and been accepted for service that has not taken service from the Utility within the past 30 days.
- T. **Non-basic Utility Service.** “Non-basic Utility service” means Utility service that meets any of these conditions:
1. The Commission does not regulate the rate or charge for the service; or
 2. The rate or charge for the service is not contained in the Utility's rate schedules; or
 3. The service is for merchandise or equipment that is not required as a condition of receiving Utility service.
- U. **Occupant.** “Occupant” means any person who resides at an establishment that is provided with basic or non-basic Utility service.
- V. **Payment Arrangement.** “Payment arrangement” means an agreement between a Customer or applicant and the Utility that allows the account balance or deposit to be paid in one or more installments.
- W. **Person.** “Person” means an individual, partnership, or voluntary association.
- X. **Physician.** “Physician” means any individual authorized by law to practice medicine or osteopathy in Maine.
- Y. **Premises.** “Premises” means any residential or non-residential building or property.
- Z. **Private Line.** “Private line” means:
1. A water line constructed prior to May 7, 1986 across private property to serve one or more Customers and not considered by the Utility to be a water main;
 2. Except as provided under Chapter 65, 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 commercial or industrial development upon which no other person has an easement or other right of access for water line purposes.
- AA. **Reconnection hours.** Reconnection hours are from 07:00 AM to 3:00 PM during the work week.
- BB. **Refund.** “Refund” means a cash or cash equivalent reimbursement to a Customer. The application of a credit to a Customer’s account is not a refund.

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- CC. Residential Utility Service. "Residential Utility service" means Utility service provided to a dwelling. It includes service provided for a nonresidential purpose, if a residential dwelling is receiving service through the same meter.
- DD. Seasonal Customer. "Seasonal Customer" means a Customer which regularly takes service through summer service pipes and water mains. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect.
- EE. Serious Medical Condition. "Serious medical condition" means a medical condition such that a lack of Utility service would pose a serious risk of harm to the individual with the condition.
- FF. Service Pipe / Service Line. "Service pipe" means the pipe a water line running from the water main to the customer's establishment. (Chapter 62 §1 G)
- GG. Service Drop (620 §2 L) The "service drop" portion of the service pipe shall be owned by the Utility and shall extend from the main to the curb stop (shut-off valve). The curb stop shall ordinarily be at the edge of the right of way. (Chapter 65 §1 L)
- HH. Summer Service Pipes and Water Mains. "Summer Service Pipes and Water Mains" are pipes which can supply Premises for only a portion of the year, typically from May 1 to October 1. The Utility may elect to extend service before May 1 or after October 1. (Chapter 62 §2 620 §3 E)
- II. Temporary Establishment. "Temporary establishment" means an establishment that the Utility reasonably believes to be of a temporary nature after giving due consideration to 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 temporary. As a general rule, temporary establishments are expected to last no longer than 5 years. The owner must enter into a temporary service agreement with the Utility before any temporary establishment can be served.
- JJ. Third Party. "Third party" means a person or entity not employed by or working on behalf of the Utility. For the purposes of this Chapter, neither Commission staff nor contractors working on behalf of the Utility are considered "third parties".
- KK. Unauthorized Use. "Unauthorized use" means the interference or diversion of Utility service. Unauthorized use includes, but is not limited to:
1. tampering with the meter (any act which affects the proper registration of service through a meter);
 2. bypassing the meter without prior Utility permission (unmetered service that flows through a device connected between the service line and Customer-owned facilities); or
 3. restoring service without authorization from the Utility or the CASD.
- LL. Utility. "Utility" refers to the Greater Augusta Utility District.
- MM. Water Utility. A corporation, person, or the lessee, trustee, of a corporation or person, owning, controlling, operating, or managing any water works for compensation within this State.

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NN. Water Main. A water pipe, other than a service pipe or private line which is owned, operated, and maintained by the Utility, and used for the transmission or distribution of water.

Section 2: ~~Establishment of Service~~Service Requirements

1. Application for Service.

The Owner or Occupant of an Establishment may apply for service (Chapter ~~62~~620 §3 A).

The Applicant will pay a ~~\$20.00 Application for Service Fee~~an application for service fee that will be added to the first Bill per Section 9: Fee Schedule.

If a new service connection or other work on the ~~owner's~~Owner's Premises is required, the ~~owner~~Owner must authorize the Utility to enter the Premises to perform the necessary work. The size ~~and location~~, location material of the Utility's portion of the service pipe for a new service and service upgrade shall be determined by the Utility. (Chapter ~~62~~620 §3 C)

2. Conditions of Service (Chapter 620 §5)

Utility Employees displaying proper identification shall have the right of reasonable access to all ~~premises~~establishments which it serves, at reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove, or read meters, and to ascertain the amount of water used. (Chapter ~~62~~620 §5 A)

Every establishment must be equipped with an ~~operable stop and waste valve~~operable valves located inside the building near the service entrance, easily accessible, and protected from freezing. ~~All piping must be arranged to prevent back-siphonage and must permit draining whenever necessary. (Chapter 62~~62 §4) One valve must be located immediately upstream of the meter and one valve must be located immediately downstream of the meter. All piping must be arranged to prevent back-siphonage and must permit draining whenever necessary. (Chapter 620 §5 B)

All valve configurations shall be arranged as specified by the Utility based on the required meter size. The Customer shall own and maintain these valves in good operable condition.

The use of water consumption equipment which could affect the Utility's pressure or operating conditions and interfere with the service of other Customers is prohibited. If a Customer fails to comply with these regulations, the Utility may disconnect service pursuant to Chapter 660. (Chapter 620 §5 C)

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. (Chapter 620 §5 D)

The Utility strongly urges Customers to install thermal / pressure expansion tanks as a means to prevent damage to plumbing lines and fixtures caused by water hammer and / or over-pressurization.

Water service supplied to any Customer not providing such protective devices will be solely at the risk of the Customer, and the Utility will not be held liable for damage resulting from the lack of, failure of, or improper installation of such protective devices.

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Cross connections between the public water supply system and any other supply are prohibited unless it is properly protected by measures which comply with rules of the ~~Department of Health and Human Services~~ **Maine Center for Disease Control and the Utility's cross connection control program**. The Utility prohibits any connection that will cause back flow between the public water supply system and any plumbing fixtures, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the ~~Owner~~ **owner** of such a connection fails **or refuses** to break or properly protect the connection within a time limit specified by the ~~Utility or Department~~, the Utility will ~~discontinue service pursuant to Commission rules.~~ (Chapter 62-54)

~~Service Pipe-~~ **water utility or the Maine State Internal Plumbing Code (02-395 C.M.R. ch. 4), the utility may seek to discontinue service pursuant to Chapter 660 of the Commission's Rules. (Chapter 620 §5 E)**

3. Service Pipe. (Chapter 620 §3 C)

The Utility shall install, own and maintain the ~~service drop~~ **utility** portion of the service ~~pipeline~~, as described in and subject to the payment and other requirements of Chapter 65. The Utility will determine the size, **location** and ~~location~~ **material** of its portion of the service ~~pipeline~~. (Chapter ~~62-52~~ **620 §3 C**)

The Customer shall pay for, install, own and maintain the Customer's portion of the service ~~pipeline~~. If a public way must be crossed by the Customer's portion of the service pipe, the crossing must be approved by the Utility. (Chapter ~~62-52~~ **620 §3 C**)

The Customer-owned portion of the Service Pipe must be installed per the Utility's standards and specifications and only after approval of the Utility is obtained.

Any service pipe requested shall be financed in full by the Customer, including the portion within the public or Utility right-of-way pursuant to Chapter 65 §5 A as voted by the Trustees in 1994.

The Applicant must provide any Deposit for the full estimated amount **of the service pipe installation** at least two weeks before the Utility executes any work.

4. Frozen service pipe

Frozen service pipes will be addressed in accordance with Chapter ~~62-52 C~~ **620 §3 C 2**.

5. Access to Premises.

The Owner must authorize the Utility to enter the ~~premises~~ **Premises** to do the work necessary to establish a connection. (Chapter ~~62-52 A~~ **620 §3 A**)

The Utility requires the Customer to provide an authorized adult, 18 years or older, to escort Utility personnel throughout the Premises as needed.

6. Seasonal resumption of service charge.

The Utility will charge seasonal Customers an annual fee ~~of \$120.00~~ **per Section 9: Fee Schedule to both reconnect summer service pipes, water mains, and meters each spring and to disconnect summer service pipes, water mains, and meters at the end of the season.** (Chapter ~~62-52~~ **620 §3 G**)

The seasonal resumption of service charge is in addition to ~~seasonal~~ metered rate charges.

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Section 3: Credit and Collections

7. Billing.

All billing and payment standards will be governed by Chapter 660.

Customers are billed monthly or at the Utility's discretion. The Utility reserves the right to bill at a different frequency upon notice to the Customer, agreement with the Customer, or outside the normal provision of water (e.g. temporary construction meters). All billings are in arrears unless otherwise noted.

Public and private fire protection charges are billed monthly.

Customers are responsible for providing a correct billing address. Failure to receive a bill does not relieve the Customer of the obligation of their payment, nor from the consequences of nonpayment.

8. Credit and Collection.

All credit and collection actions for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870. The Utility may demand a deposit from an Applicant or Customer as permitted by Chapter 660.

9. Application of partial payments.

When a partial payment is received, the Utility must first apply the payment to the oldest basic service balance due, no matter if water or sewer or stormwater, unless instructions from the Customer, a disputed Bill, or a payment arrangement require otherwise. (Chapter 660 §8 H)

After all basic service balances due have been paid, unused payment amounts may be applied to non-basic service, unless otherwise stipulated. Sewer, stormwater and drinking water service are "basic" services when the Utility provides drinking water, sewer and / or stormwater to the same Customer.

10. Payment Arrangement.

The Utility shall continue to serve a Customer who cannot pay the Account Balance, provided mutually agreed upon payment arrangements are adhered to in accordance with Chapter 660 §9 A and with these Terms and Conditions.

11. Dispute Resolution.

The Utility resolves disputes in accordance with Chapter 660.

12. Proration.

As appropriate, initial, ~~final~~ and ~~seasonal~~ ~~final~~ bills may be pro-rated in accordance with GAUD's approved tariffs and the number of days in the billing cycle.

13. Assistance Program

Pursuant to Title 35-A MRS §6111-C and to Chapter 660, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 211,

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the Department of Health and Human Services, the Community Action Agencies, and local Town or City Government. (Chapter 660 §9 E 2)

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14. Reconnection of Service and Fee:

Customers will be reconnected on the same day or no later than 5:00 PM the following business day after the cause of the disconnection has been remedied. (Chapter 660 §12-C11 D)

The Utility will charge a Customer a service reconnection fee to restore service at a Customer's Premises if service was disconnected for any reason allowable under Chapter 660, these Terms and Conditions, or the Customer's request: per Section 9: Fee schedule. (Chapter 660 §12 D)

¶

Normal business hours	\$ 90.00
After hours	\$144.00
Holidays	\$183.00

Requests to reconnect service where the Utility receives notice that the cause of the disconnection has been remedied by 3:00 PM are considered as received during "normal business hours".

15. Collection 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 may charge a collection fee of \$25.00 equal to one half of the reconnection fee per Section 9: Fee schedule.

16. Return Trip Fee.

The Utility may charge a Customer a ~~\$25.00 Return Trip Fee~~ return trip fee per Section 9: Fee schedule, when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the Utility at least one hour in advance to avoid the Return Trip Fee.

17. Late Payment Charge.

The Utility will impose the maximum late payment charge permitted under Section 870 of the Commission's Rules on all Bills not paid by the due date of the Bill. (Chapter 660 §8 G)

18. Charge for Returned Checks.

In accordance with Chapter 870, any Customer whose check is returned for nonpayment to the Utility by a bank will be charged the greater of \$5.00 per account to which the check is to be applied or the ~~amount that the bank charges the Utility~~ a returned check fee per Section 9: Fee schedule. If the Customer is charged more than \$5.00, the utility will provide the Customer a copy of the bank charge upon request.

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19. Disconnection of leased or rented property.

Before disconnecting a leased or rented residential property, the account for which is in the landlord's name, the Utility shall comply with the notice requirements contained in Chapter 660, and must offer the tenant the right to take responsibility for future payments.

In addition to the above, before the actual disconnection of service to a single-meter, multi-unit building, the Utility will: (Chapter 660 §10 I 4)

- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a ~~collection~~ **reconnection** fee of ~~\$250.00 in addition to the standard reconnection fee.~~ **plus a disconnection of leased or rented property fee per Section 9: Fee schedule.**

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

20. Electronic Payment.

The Utility may allow Customers to pay amounts owed **to** the Utility for service using electronic payment systems.

Electronic payments are "received" by the Utility either: **(Chapter 660 § F 3)**

1. at the date and time the transaction is executed by the Customer or;
2. the date the Customer chooses for the payment to be applied to the Customer's account if that choice is available in the Utility's billing system.

Any vendor retained by the Utility to process electronic bill payments may charge the Customer a transaction fee provided the Customer is informed of the specific amount of the fee prior to making the payment and that the Utility **does** not recoup any portion of the transaction fee.

21. Estimated bills

The Utility may issue a Bill for estimated usage when a physical or remote meter reading is not practical.

22. Bulk water and temporary metered connections

The utility may establish temporary connections for service or sell water to customers for transport in their own container (bulk water).

Temporary connections typically consist of connecting a water meter and backflow prevention device to a hydrant to support construction efforts. The fee for a temporary metered water connection is \$250. This does not include the cost of water.

The fee for a bulk connection is based on the time required to fill the container. Examples include street sweepers or other construction activities that don't require a temporary metered connection. The fee per hour to facilitate filling containers is \$50 and does not include the cost of the water. The Utility may waive or reduce this fee at its discretion for de minimis or emergency usage.

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Section 4: Customer and Utility Rights and Responsibilities

23. Meter Malfunction, Failure to Read Meter and Unauthorized Use or Fraud

Unauthorized ~~Use~~use of water is prohibited.

Theft of Utility services is unlawful and will be prosecuted pursuant to 17-A MRS §357.

No Customer shall supply water to another, nor shall water be used for any purposes not declared in the application for service without Utility approval.

No Person shall obtain water from any public or private fire hydrant, private sprinkler system or other fixture of the Utility without previous consent of the Utility.

These issues will be addressed in accordance with Chapter 660 §8 E.

24. Conservation.

The Utility takes all reasonable steps to prevent the unnecessary waste of water. If a leak is located on a Customer's service pipe, the Utility will notify the Customer that the leak must be repaired within the time frame specified by the Utility. If a Customer fails to repair a leak on their service pipe within the time frame specified, service shall be discontinued pursuant to Chapter 660.

When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses, sprinklers or other non-agricultural irrigation systems.

25. ~~Fluctuation of Pressures by Customer's Apparatus.~~

~~No Customer shall install or use a water consumption apparatus which will affect the Utility's pressure or operating conditions so as to interfere with the service of another Customer. Where a Customer has or proposes to install an apparatus that requires water in sudden and / or material quantities, impairing the pressure to the detriment, damage or disadvantage of other Customers, the Utility 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. (Chapter 62 §4 C)~~

~~If the Customer, after receiving written notice from the Utility, fails to present an acceptable remedial plan within a time limit set by the Utility, service will be discontinued pursuant to Chapter 660.~~

26. ~~Safeguarding Pressure Devices and Systems Supplied by Automatic Feed Valves.~~

~~The Utility strongly urges Customers to install thermal / pressure expansion tanks as a means to prevent damage to plumbing lines and fixtures caused by water hammer and / or over pressurization. (Chapter 62 §4 D)~~

~~All Customers having direct pressure water devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves must have installed and maintained in operating condition appropriate thermal / pressure expansion tanks, vacuum, temperature, and pressure relief valves or cutouts in the water system and / or secondary system to prevent damage to the water device or secondary 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.~~

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~~Water service supplied to any Customer not providing such protective devices will be solely at the risk of the Customer, and the Utility will not be held liable for damage resulting from the lack of, failure of, or improper installation of such protective devices.~~

~~27. Interruption of Water Supply.~~

Water service may be interrupted when it is necessary to repair or maintain the utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, state or national emergency.

Chapter 660 provides details regarding reasonable notice of affected customers. (660 §14 A)

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28. Low Pressure Areas and Limited Service Contracts.

Distribution system water pressures are typically between 25 pounds per square inch (PSI) and 150 PSI.

Low pressure areas have substantially uniform system pressure at the connection of the water service to the main where pressure may be expected to fall below 20 PSI under normal operating conditions.

(Chapter ~~62-52620~~ §3 I)

The Utility will not extend its mains or render service to new Customers in low pressure areas unless a limited service contract is executed between the Customer and the Utility and approved by the Commission.

If a Customer wants to enter into a limited service contract, then service will be provided unless the Commission orders otherwise.

The Limited Service Contract must be approved by the Commission prior to rendering service.

If a Customer believes the distribution system pressure is more than an apparatus can endure, it shall be the responsibility of the Customer to install a suitable pressure reducing device.

29. Liability of Utility.

The Utility shall in no event be liable for any damage or inconvenience caused by reason of any break, leak or defect in the Customer's service pipe or fixtures.

If for the purposes of making repairs, extensions or connections, or for any other reason beyond the control of the Utility, it becomes necessary to shut off water in the mains, the Utility will not be responsible for any damages occasioned by such shut-off. The Utility will not be responsible for damage caused by turbid water which may be occasioned by cleaning pipes, reservoirs or standpipes, or the opening or closing of any valves or hydrants, or any other cause when the same is not due to lack of reasonable care on the part of the Utility.

The Utility will not be responsible for meeting water quality standards that exceed Primary Drinking Water Standards set by the Maine Department of Health and Human Services. Notwithstanding these Standards, the Utility makes no representations or warranties about the quality of the water and will not be liable thereby for any damages caused by unsatisfactory water quality.

Section 5: Meters

30. General requirements.

The Customer may receive water through a meter upon Application to the Utility. The size and type of the meter will, in all cases, be determined by the Utility. All water sold by the Utility shall be on the basis of meter measurements or as otherwise provided for in its rate schedules. The Utility may install meters whenever and wherever deemed expedient. (Chapter 620 § 4)

31. Metered Service.

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.

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The Customer is required to provide a warm, dry and accessible location for the meter.

All meter installations shall be in accordance with the Utility's requirements, standards, and specifications.

32. Meter Location.

Single-Family Residential:

Except as set forth below, each individual residence must have its own meter. Sub-service from a metered line is not permitted. Metered water lines may not be extended to serve another residence or place of business.

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.

The water meter shall be located in the basement or mechanical / utility room if one is available.

The water meter shall be placed where the water service line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the service line comes through the floor of the mechanical / utility room.

All water meters installed within buildings shall be within 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 24 inches and not more than 48 inches above the floor surface. Meters must be installed as close as practicable to the point of entrance of the service line to the establishment.

The Utility requires the Customer to provide a warm, dry, and accessible location for the meter.

The location of the meter, once set, may be changed at the request and expense of the customer, but the change may be made only by the water utility or an appropriately licensed plumber hired by the customer and approved by the water utility.

For new installations of meters, the piping arrangement must be in accordance with the requirements of the water utility.

Meters may not be located:

- above the first or ground floor level under any circumstances
- in a crawl space

Single-Family Residential:

Except as set forth below, each individual residence must have its own meter. Sub-service from a metered line is not permitted. Metered water lines may not be extended to serve another residence or place of business.

A rear building served by a water line through the front building as of the date of the adoption of these Terms and Conditions, may continue in this manner as long as both are on the same lot and under the same ownership. Ownership regardless of any major repairs to the service line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided,

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a new direct service with separate meter(s) shall be installed in accordance with these Terms and Conditions.

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Apartments, Duplexes, Condominiums and Commercial Buildings:Owners of these structures have two metering options approved by the Utility:

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

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

- ~~2. 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 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 24 inches and not more than 48 inches above the floor surface. Meters shall be located in a clean, dry, warm and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.~~

Mobile Homes:

Water meters for all new or replacement mobile homes placed on a concrete, paved or gravel slab shall be located inside the home in a warm, dry and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered Single Family Residential as described above.

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

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 current specifications. The meter structure (~~pit or above ground building~~ vault or enclosure) shall be owned, installed and maintained by the Customer in good repair at the Customer's expense.

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33. Meter Valves.

~~Every service must be provided with two operable ball or gate valves, one on each side of the water meter, located inside the building near the water service entrance, in a location which is easily accessible, and protected from freezing.~~

~~All valve configurations shall be arranged as specified by the Utility based on the required meter size. The Customer shall own and maintain these valves in good operable condition.~~

34. Meter Pits or Vaults ~~Vaults or Enclosures.~~

The use of ~~meter pits or~~ **below ground meter** vaults is **strongly** discouraged due to accessibility and safety issues.

The use of ~~meter pits or vaults~~ **suitable vaults or enclosures** will be considered on a case by case basis and requires prior written Utility approval. (Chapter ~~62 §3 E~~)

~~Meter pits or~~ **620 §4 B 3)**

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

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

~~All piping and valves within the meter pit or vault must be installed as directed by the Utility.~~

~~All~~ **warm, dry and accessible at all times.**

Any backflow prevention devices installed inside a meter ~~pit or~~ vault must receive prior written approval from the Utility and meet all applicable State and Utility regulations.

35. Remote Reading Registers or Similar Remote Automated Devices.

Remote reading registers or similar remote automated meter reading devices acceptable to, and installed by the Utility or Utility-authorized personnel may be utilized. (~~Chapter 62 §3 D~~)

36. Meter Repair, Replacement, and Relocation.

~~Meter repair and replacement necessitated by ordinary wear will be paid for by the Utility.~~

Meters, once set, may be changed in location at the request and expense of the Customer at the fees described in the table below. The meter relocation will be done only by personnel authorized by the Utility. (Chapter ~~62 §3 C~~ **620 §4 B**)

Meter repair and replacement ~~caused by~~ **necessitated by:**

- **ordinary wear will be paid for by the Utility;**
- **freezing, attempts to thaw, hot water, or by other** ~~cause~~ **causes within the control of the Customer will be charged to the Customer, including the cost of removing and replacing the damaged meter. (Chapter 620 §4 C)**

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The Customer will be charged for the repair, replacement or relocation of damaged meters in accordance with these Terms and Conditions based on the meter size and the time of repair as shown in the table below. Costs are per hour and do not include the cost of the meter.

	Meter diameter	
	5/8" to 1"	1 1/2" and larger
Normal business hours	\$49.00 <u>Refer to Section 9: Fee schedule</u>	
After hours		
Holidays		

~~¶~~

~~37. Sub-metering.~~

If additional 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 Utility's meter.

38. Testing.

~~Docket number 2018-0029 approved by the Commission on April 2, 2018 allows the District to deviate from Chapter 62 meter testing frequency for certain meters. Mechanical meters sized from 5/8" up to and including 2" are tested or replaced at 12 year intervals. 5/8", 3/4" and 1" iPERL magnetic meters are tested or replaced at 20 year intervals.~~¶

~~All other~~ Meters are periodically tested or replaced in accordance with Chapter 620 §4 D.

Mechanical meters are tested or replaced every 12 years.

Non-mechanical ~~meters are periodically tested or replaced in accordance with Chapter 62 §3 G.~~¶

~~Tests made at the request of a Customer shall be made in the presence of the Customer or their representative, if they so desire, and a written report of the test will be furnished to the Customer.~~¶

~~All tests will be at the sole expense of the Utility, unless the Customer requests tests more frequently than once in eighteen (18) months, in which case the Utility will require the Customer to make a minimum deposit in the amount of \$60.00. After testing, a bill showing actual costs will be mailed to the Customer. If a meter tested at the request of a Customer does not conform to Chapter 62, the Customer's deposit will be either refunded or credited to the Customer's account. If the meter conforms to Chapter 62 the Customer will be required to pay the entire cost of said testing and any deposit made will be adjusted accordingly. The meter may be continued in use at the same location at the discretion of the Utility every 20 years.~~

The customer deposit for requesting meter testing more frequently than 18 months may be found in Section 9: Fee schedule.

39. Leak Abatement Procedure

From time to time plumbing failures cause water leaks that are undetected until the water meter is read.

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Customers seeking abatement for an undetected plumbing failure that results in consumption which is significantly higher than normal must follow this procedure.

Customers who request abatement must complete an application provided by the Utility.

Customers must have previous water bills paid in full to apply for abatement. Abatement claims made more than 90 calendar days after the billing date will not be considered. Abatements apply only to plumbing failures outside the Customer's control that result in excess usage and have been repaired and documented to the Utility with a signed statement from the Customer.

A Customer may receive an abatement credit only once in 3 years.

The abatement is the dollar equivalent of one half of the difference between the abatement request and the average consumption from the prior 12 months of service. The cost per HCF (HCF) is the Utility's current tariff charge for each one hundred cubic feet HCF of water above the minimum charge. See the example below.

A Customer has 12 months average usage of 7 hundred cubic feet (HCF). A leak results in usage of 13 HCF. The cost per HCF as of June, 2018 is \$2.40. The Customer asks for an abatement which is computed as follows:

$$\text{abatement amount} = \left(\frac{\text{abatement request (HCF)} - \text{average prior 12 months consumption (HCF)}}{2} \right) \times (\text{cost per HCF})$$

13 HCF - 7 HCF = 6 HCF. 6 HCF divided by 2 = 3 HCF. In this example, 1 HCF is worth \$2.40. Therefore 3 HCF multiplied by \$2.40 equals the abatement amount of \$7.20.

The maximum abatement for water is \$333.00.

The Utility will review each application on a case by case basis and grant or deny plumbing failure abatements based on available information.

Section 6: Cross Connections

40. Cross Connections.

No cross connection between the Public Water Supply system and any other supply will be allowed unless properly protected in accordance with the directives and rules of the Drinking Water Program. No new cross connection may be installed without the approval of the Utility.

No connection capable of causing backflow between the Public Water Supply system and any plumbing fixture, device, or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted.

If the owner of such a connection fails, or refuses, to break or properly protect the connection within a time limit specified by the Utility, service shall be disconnected pursuant to Chapter 660.

Cross connections must also comply with the Utility's Cross Connection Control Program.

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~~41.~~ Backflow Prevention Devices Testing Requirements.

The Utility will perform the initial inspection and testing of a testable backflow prevention device ~~for a flat fee of \$50.00~~ and may charge a fee per Section 9: Fee schedule.

Subsequent required tests must be done by a certified backflow prevention device tester. Test results must be provided to the Utility within 30 calendar days of the actual test. A list of certified backflow prevention device testers is available from the Utility.

Section 7: General Provisions

42. Tampering with Utility Property.

Tampering with Utility property is prohibited by law. No Utility-owned valve, meter, meter setter, backflow prevention device, shutoff, hydrant or standpipe will be opened or closed or otherwise operated by anyone other than the Utility or its agents. All tampering offenses will be prosecuted under the guidelines of 35-A MRS ~~Ch.~~Chapter 27, Sub-Sections 2706 – 2708.

43. Utility Jobbing.

Jobbing is the provision of unregulated Utility services, such as construction services.

If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Utility may require an advance payment equal to the Utility's estimated cost of the work. At the completion of the work, any excess over the actual bill for services will be returned, and any amount due in excess of the advance payment will be payable. (Chapter ~~62-52~~620 §3 B)

44. Joint Use of Water Main and Service Pipe Trench.

Water mains, services, hydrant branches etc. will not be placed in the same trench with sewer facilities. State of Maine Rules Relating to Drinking Water require a horizontal separation of ten (10) feet between water system infrastructure and all sewer facilities. 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.

The Utility further regulates the horizontal separation between all water mains, services, hydrant branches etc. and all other underground Utility facilities per its Standard Specifications. (Chapter 620 §3 F)

45. Size of Water Distribution Mains.

The Utility provides water for domestic use and fire protection. The Utility requires all distribution mains to be adequately sized ~~in accordance with Chapter 65~~.

Section 8: Fire Protection

46. Fire Hydrants.

Fire hydrants, both public and private, may not be used for any purpose other than fire extinguishment, training purposes by authorized fire department personnel, or for such other purposes as may be agreed to in writing by the Utility and a municipality or ~~owner~~Owner of a private hydrant. In no case shall fire

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hydrants be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or ~~owner~~Owner.

47. Private Fire Protection.

If fire protection service is available, it 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 Utility.

The Utility does not guarantee the quantity of water or pressure available through a fire protection service. The ~~owner~~Owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. A minimum 48 hour notice must be given to the Utility in advance of flow testing work so a representative of the Utility can be present to observe the test, if so desired.

All new private fire connections shall require appropriate backflow prevention devices at the service entrance in accordance with the Utility's Cross Connection Control Program.

48. Charge to Flow Test Fire Hydrants.

The Utility will charge a fee of ~~\$200.00~~ per Section 9: Fee schedule, to flow-test a public or private fire hydrant if a flow test has been done at the requested location within the past five (5) years of the requested test date. If the most recent flow test is older than five (5) years, there will be no charge for the requested flow test. Under all circumstances, at the Utility's discretion, the Utility shall have a representative present to observe or conduct the flow test.

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Section 9: Fee Schedule

# in TC	Description	2025	Comments
<u>1</u>	Application for service	\$ 20.00	Basic fees to process and record new applications / delete former customer if necessary
<u>6</u>	Seasonal resumption of service (summer lines)	\$ 120.00	Fee to support seasonal meters and pipe for 71 customers; recovers cost of providing this service
<u>14</u>	Reconnection fee, normal hours	\$ 126.00	Assumes an hour of labor and vehicle transport to / from site for disconnection and reconnection
<u>14</u>	Reconnection fee, after hours	\$ 197.00	Current rates don't accurately reflect additional time required after hours
<u>14</u>	Reconnection fee, holiday	\$ 244.00	Current rates don't accurately reflect additional time required on holidays
<u>15</u>	Collection fee, normal hours	\$ 63.00	One half of reconnection fee
<u>15</u>	Collection fee, after hours	\$ 98.50	One half of reconnection fee
<u>15</u>	Collection fee, holiday	\$ 122.00	One half of reconnection fee
<u>16</u>	Return trip fee	\$ 70.00	"no show fee" charged when customer does not keep appointment without good reason
<u>18</u>	Returned check fee	\$ 23.00	Fee charged for "bounced" checks.
<u>19</u>	Disconnection of leased or rented property	\$ 250.00	Fee charged when landlord fails to pay and must be reconnected.
<u>33</u>	Meter repair, replacement, or relocation normal hours, 5/8" to 1" meters	\$ 140.00	Fee to replace / repair damaged meters e.g. frozen meters
<u>33</u>	Meter repair, replacement, or relocation after hours, 5/8" to 1" meters	\$ 204.00	Fee to replace / repair damaged meters e.g. frozen meters
<u>33</u>	Meter repair, replacement, or relocation holidays, 5/8" to 1" meters	\$ 251.00	Fee to replace / repair damaged meters e.g. frozen meters
<u>33</u>	Meter repair, replacement, or relocation normal hours, 1.5" and larger meters	\$ 168.00	Fee to replace / repair damaged meters e.g. frozen meters
<u>33</u>	Meter repair, replacement, or relocation after hours, 1.5" and larger	\$ 338.00	Fee to replace / repair damaged meters e.g. frozen meters

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	meters		
<u>33</u>	Meter repair, replacement, or relocation holidays, 1.5" and larger meters	\$ 432.00	Fee to replace / repair damaged meters e.g. frozen meters
<u>35</u>	Meter testing	\$ 60.00	Deposit for customers that desire meter testing more than once in 18 months.
40	Backflow prevention devices testing requirements - initial inspection	\$ 50.00	Initial test of new backflow prevention device
44	Charge to flow test hydrants	\$ 200.00	Fee to test a hydrant upon request if hydrant has been tested w/in last 5 years.

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