

RULES AND REGULATIONS
OF
READFIELD CORNER WATER ASSOCIATION

COPY

The Board of Directors makes the following rules and regulations to guide the operation of the READFIELD CORNER WATER ASSOCIATION so as to provide the safest, most efficient and economical water service to the customers in the association. These Rules and Regulations, as amended from time to time, shall be incorporated into the Water Users Agreement between the Association and each Customer.

1. APPLICATION FOR SERVICE.

Applications for service are to be made in writing by the owner(s) and filed with the Board on forms provided by the Association. The Board of the Association will determine whether the application will be accepted based on economic feasibility and adequacy of current or future water supply. Applications shall be submitted by the owner of the property to be served. In the event a for profit corporation is the property owner, a duly authorized officer of the corporation shall sign the application on behalf of the corporation and that officer shall be the voting Member of the Association.

2. LIMITATIONS UPON USE OF WATER.

a Each customer shall be entitled to purchase from the Association, pursuant to such agreements as may from time to time be provided and required by the Association, such water for domestic, livestock, garden, municipal, and commercial purposes as a customer may desire, subject however, to the provisions of the by-laws and rules and regulations as may be prescribed by the Board of Directors.

b In the event that the total water supply shall be insufficient to meet all of the needs of the customers, or in the event that there is a shortage of

water, the Association may prorate the water available among the various customers on such basis as is deemed equitable by the Board of Directors.

c. Use of water is restricted to the premises named in the application. No customer shall supply water to another, nor use water for any purposes not approved by the Board of Directors. No person shall obtain water from any hydrant or other fixture of the Association without the prior consent of the Association.

d. Only people authorized by the Association shall operate valves, shut-offs, hydrants, standpipes, meters or any other Association property.

3. SERVICE CONNECTION.

a. The Association will install, maintain and operate the source, the distribution system up to the shut off, the meters, and the shut off valves. The cost of the meters, service lines, and main extensions to the user will be the responsibility of the certificate holder. This is to include any excavation, pipe, backfilling, meter installation and all other related items. All equipment, materials and installation must be approved by the Board of Directors. The Association shall have the sole and exclusive right to turn the shut off valve on and off.

b. The type and quality of pipe and fittings shall be subject to approval of the Board of Directors.

c. All piping must be inspected and approved by the Association before the trench is back filled.

d. The portion of the service from the Association main up to and including the curb stop will be the property and responsibility of the Association. The portion of the service beyond the curb stop to the premises is the property of the customer who is responsible for the repair, replacement, and maintenance of the service at their own expense, with the exception of the meter.

e. The service line shall be installed at a sufficient depth below grade to prevent freezing of any water in the service line.

f. A customer may apply for additional service lines or a main extension. All service lines and main extensions shall be installed in place as designated by the Board of Directors, at the customer's expense.

4. RATES AND BILLING PROCEDURES.

a. Customer agrees to pay for such water as he/she may use at the rate prescribed by the Board of Directors of the Association.

b. Each service line or lateral shall have a separate meter and each separate service line shall pay the rates prescribed.

c. The Board of Directors prior to the beginning of each fiscal year shall determine the rate to be charged each user customer during the following fiscal year for specified quantities of water. Such rates may include assessments for debt repayment.

d. The owner of the premises shall assume full responsibility for payment of all charges for water services rendered to the property. Where there is more than one occupant of a building supplied with water, the Association may require the owner to arrange the plumbing to permit separate connections with shut-offs, and meters in locations acceptable to the Association, for each unit. If a property becomes seasonal and/or unoccupied, Association Members are still responsible for the minimum quarterly payment, regardless of usage.

e. A late payment charge of 1.5% per month (18% per year) will be made on any unpaid balance outstanding after 30 days from the postmark of any bill.

f. A charge will be made to the account of any customer whose check is returned by the bank for reason of non-payment. The charge shall be the greater of $5.00 per check or the amount the bank charges the Association.

g. The failure to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

- *Disconnection Notice. Service shall not be terminated unless the customer has been sent written notice of the Association's intention to disconnect at least (7) days in advance of the proposed disconnection. Notice may be sent not less than thirty (30) days after the postmark date of the original bill.*
- *The Association will assess an additional $35.00 to any member who is issued a disconnect notice.*
- *Period of Effectiveness. Unless the bill is paid or arrangements to pay the bill are made, the service may be terminated on the scheduled termination date or within ten (10) business days thereafter. If the Association fails to terminate services within ten (10) business days of the termination date, then the termination notice procedure must be repeated, except as provided in the paragraph below.*
- *If, before the cause for disconnection shall have been removed and after a reasonable request by the Association, a customer expressly refuses to allow the Association to gain access to the meter, or other fixtures or device, necessary to accomplish disconnection, the ten (10) business day period specified in the above paragraph shall run from the date of the last such refusal by the customer, rather than from the scheduled termination date. The extension of time provided by this paragraph shall apply only if the Association:*
- *Records the date, time, and manner of each attempt to disconnect service and each express refusal of the customer to allow access.*
- *If water is disconnected, the customer must also pay a reconnect fee that is assessed by the Winthrop Utilities District before water can be reconnected.*

5. METERS.

a. A 5/8" meter shall be purchased at the expense of the Association. Larger meters shall be purchased, as specified by the Association, at the expense of the customer and shall at all times remain the property of the Association. Customer agrees that the Association will have the right to enter his/her property for the purpose of installing, reading, repairing or replacing said meter at reasonable intervals and at reasonable hours.

b. All meters shall be set, as nearly as possible, at the point of entrance of the service pipe to the building, and the customer shall provide and maintain a dry, warm, and accessible place thereafter. Meter location may be changed at the request of the customer only at his/her expense, and the work may be done only by an agent of the Association. Customer shall be responsible for any damage to meter by reason of freezing. When the customer fails to furnish a suitable location for a meter inside his/her building, or when for other reasons it is necessary or expedient to locate the meter in an approved underground box or vault, the customer shall bear the expense of same.

c. In case of failure on the part of the meter to properly record the quantity of water used in any period, the Association shall estimate the quantity of water used during the period in which the meter shall have been non-operative or shown to be incorrect.

6. TERMINATION OF SERVICE BY CUSTOMER.

Customer may at any time for any reason elect to terminate service and require the Association to repurchase the Customer's membership interest in accordance with the By-Laws. The Customer shall give the Association 30 days notice of the termination date and shall remain fully liable for all payments due for service provided by the Association prior to

the termination date.

7. LIABILITY OF ASSOCIATION.

Except as provided below, the Association has no liability to any Customer for any loss, claim or cause of action relating to service by the Association including, but not limited to, damage caused by discolored water resulting from the operation of or the cleaning of the Association's facilities and each Customer waives any right to assert any claim against the Association. The Association is only liable for gross negligence or willful and wanton misconduct that results in harm to the Customer, but shall have no liability for consequential damages or lost business profits resulting from gross negligence or willful and wanton misconduct.

8. MISCELLANEOUS.

a. Every service must be provided with a stop and waste valve located inside the building near the service entrance, easily accessible and protected from freezing. All plumbing shall be installed to prevent back-syphonage and to permit draining when necessary.

b. No cross connection between the public water supply system and any other supply will be allowed unless properly protected in accordance with the directives of the Maine Drinking Water Program and no new cross connection may be installed without the approval of said Bureau and the Association. No connections capable of causing back-flow between the public water supply and any plumbing fixture, device, or appliance, or between any water drains will be permitted. Failure to comply with this section shall result in immediate termination of water service.

c. A customer may not install or use any device which will affect the utility's pressure or water quality without Association permission.

d. The Association requires as a condition of service that customers install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure device or secondary system supplied by an automatic feed valve.

e. Except as provided in the following paragraph water service pipes will not be placed in the same trench with other utility facilities and, where possible a horizontal separation of 10 feet shall be provided.

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

g. The Association will provide notice of any planned shut off to affected customers at least twenty-four hours in advance of the interruption of service. The Association will give notice of any unplanned shut off when practicable.

h. If, by reason of shortage of supply or for the purpose of making repairs, extensions or connections, or for any reason beyond the control of the Association, it becomes necessary to shut off water in the mains, notice of shut off will be given when practicable, but nothing in this rule shall be construed as requiring the giving of notice.

i. Customer agrees to repair all water leaks promptly.

9. AMENDMENTS

These Rules and Regulations may be repealed or amended by a vote of the majority of the Board of Directors present and voting at any regular or special meeting of the Board. In the event these Rules and Regulations are repealed or amended, the Customer shall be given 90 days notice of the effective dates of the repeal or amendment.

Residential Information

No. of Bedrooms 0 No. of Bathrooms 1

No. of Occupying Residents Office Space (4 employees)

Dishwasher	Y	(N)
Pool	Y	(N)
Hot Tub	Y	(N)

In consideration of the granting of this application, the undersigned agrees:

1. To accept and abide by the provisions of the Winthrop Utilities District Water rules, regulations and Construction Standards as is now in effect and that may be adopted in the future.
2. To accept and abide by the By-Laws of the Readfield Corner Water Association as is now in effect and in the future.
3. To enter the Association's water system as a location determined by Winthrop Utilities.
4. To be responsible for bringing the water service line to the water main at no expense to the Association.
5. To notify Winthrop Utilities when the water line will be ready for inspection and connection to the water system before any portion is covered.

Application Signature _____

Date of Application 3-13-17