

TERMS AND CONDITIONS

Brownville Water Department

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The following Terms and Conditions made by the **Brownville Water Department** and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for purposes stated in the application and at the established rates.

DEFINITIONS

The word "Commission" refers to the Maine Public Utilities Commission.

The word "Utility" refers to the **Brownville Water Department**.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service.

The word "Main" means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but is not a water Service Pipe.

The words "Service Pipe" mean the pipe running from the Main to the premises of the Customer.

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1. APPLICATION FOR SERVICE. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706(2), Chapter 660, Sec. 10(I)(2) of the Commission's Rules and Regulations, and under Section 10 below. If a new service connection or other work on the establishment is required, the owner must authorize the Utility to enter the premises to do the necessary work.

2. SEASONAL CUSTOMER. A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of seasonal rates, if in effect, or of annual rates, if seasonal rates are not in effect. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to annual rules and charges.

3. BILLING PROCEDURES. Annual metered and annual flat rate charges are normally billed quarterly. The Utility does reserve the right to render bills monthly if it so desires.

Minimum meter charges for annual metered service shall be billed quarterly in advance and water used in excess of the minimum will be billed in arrears at the end of the billing quarter. The Utility reserves the right to bill monthly in advance for annual metered service.

Seasonal minimum meter charges will be billed immediately after the meter is set for the season. Bills for water used in excess of the minimum shall be billed immediately after the final reading for the season. The Utility reserves the right to render bills quarterly for excess water used by seasonal Customers.

Public and private fire protection charges will be billed in advance each year on a quarterly basis.

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Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment.

4. **CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from a as permitted by Chapter 660. Pursuant to Chapter 870, the interest rate on Customer deposits shall be the rate set from time to time by the Commission.

5. **TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of payment for services received nor for the consequences of non-payment. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action, will be no less than 25 days after the bill is mailed or hand delivered. The late payment charge for overdue bills will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually.

6. **CHARGE FOR RETURNED CHECKS.** As provided in Chapter 870 of the Commission's Rules and Regulations, the Utility may charge the greater of \$5.00 per account to which the check is applied or the amount the bank charges the Utility, not to exceed \$15.00 for each check returned for nonpayment by a bank. If the Utility charges more than \$5.00, the Utility shall furnish the customer with proof of the bank charge.

7. **CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge \$10.00 to establish water service if it is not necessary for the Utility to visit the premises to connect the service. If it is necessary for the Utility to visit the premises to connect the service, the Utility will charge \$30.00 during the normal business hours of 9:00 a.m. to 3:00 p.m., Monday through Thursday. During holidays and other than normal business hours, is the charge will be \$40.00 per hour with a minimum charge of \$80.00.

8. **CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a reconnection fee for restoration of services at the Customer's premises, if service was disconnected for any reason allowable under Chapter 660 of the Commission's Rules and Regulations, including but not limited to at the Customer's request. The charge will be \$30.00 during the normal business hours of 9:00 a.m. to 3:00 p.m. Monday through Thursday. During holidays and other than normal business hours, the charge will be \$40.00 per hour with a minimum of \$80.00.

9. **COLLECTION TRIP FEE.** If Utility personnel visit the Customer's premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of \$25.00, as permitted in Chapter 660 of the Commission's Rules and Regulations.

10. **DISCONNECTION OF LEASED OR RENTED RESIDENTIAL PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall:

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- A. Comply with the notice requirements contained in Chapter 660 of the Commission's Rules and Regulations.

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

- B. Apply any existing deposit to the current account balance, and
- C. Assess, against the landlord, a collection fee of \$100.00 in addition to any applicable reconnection fee set forth in Section 9 of these Terms and Conditions, and

In addition, 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.

11. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS REQUESTED BY THE CUSTOMER.

The Customer will be responsible for clearing snow, ice, or any obstacles to the shut-off valve and/or meter when requesting a disconnection, including but not limited to emergency requests resulting from a frozen meter. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the requested disconnection, the Utility will charge the Customer at the following rates: \$30.00 per man-hour during the normal business hours of 9:00 a.m. to 3:00 p.m., Monday through Thursday plus the cost of equipment rental, if applicable. During holidays and outside normal business hours, the charge will be \$40.00 per man-hour with an \$80.00 per man-hour minimum charge plus the cost of equipment rental, if applicable.

12. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES. Pursuant to Title 35-A MRSA §6111-C and Chapter 660 of the Commission's Rules and Regulations (Chapter 660), the Utility may disconnect water service to Customers receiving sewer service for non-payment of an undisputed balance, if the Total Amount Overdue is more than \$100.00 or over ninety days old, or if the Utility bills 4 times a year or less, unless the limitation in Section 12.5 is applicable.

12.1 Definitions.

Total Account Balance means the total water and sewer amount owed by a Customer that has been properly billed.

Total Amount Overdue means the total water and sewer amount billed to a Customer that has not been paid by the due date of the bill or by a date otherwise agreed upon by the Utility and the Customer. Disputed amounts and fees and charges for estimated sewer service usage will not be included in the Total Amount Overdue.

12.2 Billing. Bills for the Utility shall be issued in accordance with Chapter 660 with Section 3 of these Terms and Conditions.

12.3 Disconnection and Reconnection. A 14 day disconnection notice shall be issued when a Customer does not pay or make a payment arrangement on an undisputed balance, and the Total Amount Overdue is consistent with the requirement in Chapter 660.

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12. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES (continued).

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

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

12.6 Payment Allocation. Pursuant to Chapter 660, when a Utility receives payment that is insufficient to pay the full account balance, the Utility must apply payment to the oldest basic service balance due, no matter if water or sewer, unless instructions from the Customer, a disputed bill, or a payment arrangement requires otherwise.

12.7 Payment Arrangement. The Utility shall continue to serve a Customer who cannot pay the Total Account Balance, provided satisfactory payment arrangements are made in accordance with Chapter 660 and with these Terms and Conditions.

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

12.9 Annual Filings. The Utility shall annually file a disconnection report with the Commission as specified in Title 35-A MRSA §6111-C and in Chapter 660.

12.10 Assistance Programs. Pursuant to Title 35-A MRSA §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 2-1-1, The Department of Health and Human Services, the Community Action Agencies, and local Town or City Government.

13. ABATEMENT POLICY. The Utility will abate water for a residential Customer under the below listed conditions. It is solely the decision of the Utility as to whether these conditions have been met.

PROCEDURE: For a customer to apply for an abatement, they must fill out the Water Abatement Request Form to initiate the review of their case.

REVIEW OF ABATEMENT REQUEST: In order to be considered, a request for abatement must be received by the Superintendent within the quarter that the abatement is being requested for. Once the request is received, the Superintendent will determine if the cause for abatement is a mechanical malfunction. If a mechanical malfunction is the cause of the over usage then the Superintendent will determine whether or not the problem was fixed and whether this was the only cause for the over usage. Vacant houses, which develop leaks or other mechanical failures, are not eligible for abatement. A legitimate mechanical failure must be found in order to grant an abatement. No abatement will be granted if the customer has been abated with in a four-year time period. The time between abatements will be calculated from the billing date of the 1st abatement to the billing date of the 2nd abatement request. Abatements will only be granted for the current billing quarter – for example, if a problem developed

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midway through the quarter and was fixed midway through the next quarter, an abatement would only be considered for over use in the billing quarter in which the problem was fixed. To prevent late payments on the account, appeals must be in writing and dated within 15 days of the Superintendents written determination, which will be delivered or mailed to the customer.

CALCULATION FOR ABATEMENT: Primary Method Historical

This method is fair and calculated by taking the users consumption history for the past 4 quarters (1 year).

See the example below.

Jan-Mar	1200 Cubic Feet
Apr-Jun	1400 Cubic Feet
Jul-Sept	1100 Cubic Feet
Oct-Dec	1200 Cubic Feet

4900 Cubic Feet

Divided by 4 = 1225 Cubic Feet

The customer with the normal bills above would only be billed for the 1225 cubic feet and anything over that would be abated.

APPEALS/REFERRAL

Reasons for Appeal/Referral

1. When situation arises where a customer is not satisfied with the decision the Superintendent has made, he/she may appeal to the Board of Selectpersons.
2. If the Superintendent, during investigation, determines that the case may require or deserve special consideration that is not addressed in this policy he/she also can refer it to Selectpersons for determination.

14. UNAUTHORIZED USE OF WATER. No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Department approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Department without the previous consent of the Utility. No Customer or his agent shall bypass any meter, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$30.00 per hour**, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee will be **\$40.00 per hour** with a minimum one and one-half hour charge. In no case shall the total of such hourly fees exceed \$100.00. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person

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responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty five hundred dollars (\$2,500.00), due and payable to the Department for each violation.

15. **NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by other than persons authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 14, entitled *Unauthorized Use of Water*. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRSA §2707, as amended or replaced.

16. **MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, a Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred.

17. **ACCESS TO PREMISES.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, as a condition of service, Customers shall provide access to Utility employees having proper identification, to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures, to set, remove or read meters, to ascertain the amount of water used and manner of use, and to enforce these Terms and Conditions.

18. **LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in Title 14 MRSA, Chapter 741. The Utility will not be responsible for any damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

19. **SERVICE INTERRUPTION.** As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off. Pursuant to Chapter 620, if a Customer requests, the Utility will make a pro rata reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not due to negligence or improper care of equipment by the Customer.

20. **WINTER CONSTRUCTION.** No new service or extension of Mains will be installed for the convenience of a Customer during winter conditions that increases the cost of the work for the Utility unless the Customer assumes all extra expense over ordinary construction costs.

21. **STOP VALVE.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, every service must be provided with a minimum of one operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to comply with

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applicable plumbing codes, to prevent back-syphonage and to permit draining whenever necessary.

22. CHARGES FOR BACKFLOW-PREVENTION DEVICE TESTING. Customers with testable backflow prevention devices will be responsible for completing device testing at their own expense according to the Utility provided schedule. The Customer must select a certified professional to comply with this requirement, and will pay the charges for the testing and for any necessary repairs directly to the contractor. Upon completion, the Customer must send the Utility a copy of each signed certified test each year. Customers who do not comply with testing requirements and/or do not make recommended repairs to their devices will be disconnected due to a dangerous condition, pursuant to the Utility's Cross Connection Control Program and to Chapter 660 of the Commission's Rules and Regulations.

23. CROSS CONNECTIONS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected based upon the Maine Cross Connection Control Rules and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 660 of the Commission's Rules and Regulations. The Utility's Cross Connection Control Program is on file at the Utility office.

24. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility written permission.

25. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. Pursuant to Chapter 620 of the Commission's Rules and Regulations, 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. The Department is not liable for damage resulting from lack of or failure of these devices.

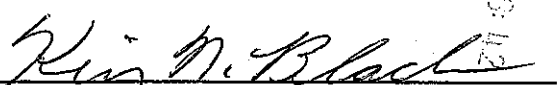
26. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to Chapter 620 of the Commission's Rules and Regulations, normally, water Service Pipes will not be placed in the same trench with other Utility facilities. Where possible, a horizontal separation of ten feet will be provided. Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

27. CONSERVATION. All Customers must prevent unnecessary waste of water. Pursuant to Chapter 620 of the Commission's Rules and Regulations, in the event of an emergency or when otherwise necessary to conserve the water supply, the Utility may restrict or prohibit waste or improper usage as determined by the Utility, including but not limited to the use of hoses and lawn sprinklers.

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28. METERING AND NEW SERVICE LINE AND MAIN EXTENSION POLICIES.

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

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

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

D. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the charges to Customers for costs incurred for the repair or replacement of meter(s) or other utility equipment damaged due to improper care or negligence by Customers are as follows: During the normal business hours of 9:00 a.m. to 3:00 p.m., Monday through Thursday, the charge will be \$30.00 per hour, with a minimum charge of one hour, plus the cost of the necessary replacement parts, including the meter. During holidays and other than normal business hours, the charge will be \$40.00 per hour, with a minimum of two hours, plus the cost of the necessary replacement parts, including the meter.

F. Meter Testing. The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules and Regulations. Upon Customer request, the Utility will test the Customer's water meter at no charge in the presence of the Customer or representative, unless the Customer requests more than one test in an 18-month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit to cover the cost of the test. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded and the Utility will adjust the Customer's bill according to the provisions of Chapter 620. If the meter conforms to standards, the Utility may keep the Customer's deposit and continue to use the meter at the Customer's premises.

G. New Service Lines and Meters. As permitted in 35-A MRSA §6106, and Chapters 620 and 660 of the Commission's Rules and Regulations (citation depends on what is put in), each applicant for a new water service will be responsible for the costs of the entire Service Line, including permits for opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation, including the meter.

The Customer will be responsible for contracting the portion of the installation from the curb box.

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28. METERING (continued).

into the building and for obtaining the Utility's written approval for the work. The Service Line location will be set by the Utility, and must be installed to applicable plumbing codes and to the Utility's standards and specifications, which are available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. All contractor charges will be paid by the Customer directly to the Contractor. If a site visit has been scheduled, and if the Utility must later return to the premises due to inadequate preparation by the Customer or Contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s).

The Utility will be responsible for installing the Service Line from the Main to the curb box shut-off, including excavation, tapping the Main, and installing the meter and other appurtenances. At its discretion, the Utility may subcontract out any part of this installation. The work will be available during the regular business hours of 9:00 a.m. to 3:00 p.m., Monday through Thursday. The costs to the Customer for the Utility installed/subcontracted portion of the Service Line and appurtenances are as follows:

- A charge of \$50.00 per man-hour on the portion of the above-described installation done by the Utility, and for the inspection and approval of contracted work.
- Costs of the necessary materials, parts, and equipment rental, if applicable, including the cost of the meter and appurtenances if supplied by the Utility.
- Contractor charges of \$375.00 for ¾" or 1" water tap. Larger taps will be priced at the time of the estimate.
- Utility contractor charges for piping across the road, which may consist of either boring across the road or opening the road, plus additional costs, including but not limited to digging, permits, and flagging, charged as required by the situation.

A written estimate will be provided to the Customer for the Utility's portion of the work, and a deposit equal to the estimate will be collected prior to the Utility performing the work. As a Condition of Service, the balance of the costs will be payable as per the written agreement between the Utility and the Customer.

H. Extensions of Mains. All requests for water main extensions shall be at the Customers expense, as permitted in 35-A MRSA §6106. The Utility will prepare an estimate of actual costs to the Customer for the extension, including the cost of the estimate itself. If the Customer proceeds with the construction a deposit equal to the estimate will be collected prior to the Utility performing the work. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion as a condition of service.

29. UTILITY JOBBING. A Customer must complete a written application before a Utility will provide

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unregulated Utility service. As permitted in Chapter 620 of the Commission's Rules and Regulations, a Customer must pay a deposit equal to the Utility's written estimate. Unless the work is done on a flat rate basis, the Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount upon completion. If the Utility elects not to perform the job, an approved outside contractor may be contacted to do the job. However, all rules for Utility Jobbing and other standards of the Utility are still in effect.

30. FIRE HYDRANTS. Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. Fire hydrants must not be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or the owner.

31. PRIVATE FIRE PROTECTION. Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer's expense within the bounds of the public way or right of way; after installation, the line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission's Rules and Regulations. Private fire protection charges are billed quarterly.

The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The owner of the service shall determine, from time to time, the adequacy of supply through the fire service by conducting tests of his private system. Timely notice must be given to the Utility so a representative of the Utility can be present to observe the test.

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