

## TERMS AND CONDITIONS

**Brunswick and Topsham Water District**

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The following Terms and Conditions made by the Brunswick and Topsham Water District 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.

### **SECTION I DEFINITIONS**

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

The word "**Utility**" refers to the Brunswick and Topsham Water District, a non-profit quasi-municipal corporation created and authorized by law to provide the Towns of Brunswick and Topsham with a public water system.

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 "**Person**" means an individual, partnership, or voluntary association.

The word "**Establishment**" means a location at which water service is sought or being rendered.

The words "**Service Pipe**" mean the pipe running from the main to the premises of the customer.

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 "**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 main; (2) except as provided under Section 2(C) of Chapter 65 of the Commission's Rules & Regulations, a water line constructed after May 7, 1986 across private property to serve a single customer, a single multi-unit dwelling complex, or single commercial or industrial development upon which no other person has an easement or other right of access for water line purposes. All other water lines shall be considered mains.

The phrase "**normal business hours**" means the time period from 7:00 am to 5:00 pm, Monday through Thursday, excluding Federal or State holidays.

### **SECTION II ESTABLISHMENT OF SERVICE**

**1. UTILITY SERVICE AREA.** We are permitted by charter to serve the territory and people constituting the towns of Brunswick and Topsham.

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**2. APPLICATION FOR SERVICE.** An application for service is to be made by either the owner, or the owner's agent, or the occupant of the establishment to be served by the Utility. If the establishment is seasonal rental property, only the property owner may be an applicant for service. 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(1)(2) of the Commission's Rules and Regulations, and under Section 13 below.

If a new service connection, or other work on the establishment, is required by the Utility, the owner must authorize the Utility to enter the premises to do the necessary work, and the work shall be performed as utility jobbing consistent with the service standards established in Chapter 620 of the Commission's Rules & Regulations.

The applicant for a new water service shall provide, upon request from the Utility, the estimated maximum gallons per minute demand from this service or a plumbing fixture count, and a lot location or site plan. The service pipe on private property shall be adequately sized according to Utility standards and rated at withstanding 200 pounds per square inch of working pressure.

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

**4. SEASONAL CUSTOMER.** A Seasonal Customer regularly takes service for only a portion of the year. A Seasonal Customer will be subject to the rules and charges of annual rates. Meter base charges will be prorated based upon the number of days in service in any billing quarter in which the meter has not been in use for the entire billing quarter.

**5. CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge a setup fee of \$10.00 to establish water service if the service is established during normal business hours. During holidays and other than normal business hours, the charge will be the setup fee of \$10.00 plus an after-hour service charge of \$120.00, for a total of \$130.00.

For new services, in addition to the setup fee, the Utility shall charge either a flat rate or the actual cost to install the service drop portion of the service line. This charge will be considered utility jobbing as described in Section 28 of these Terms and Conditions.

**6. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a Customer a reconnection fee for restoration of service 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 \$40.00 during normal business hours. During holidays and other than normal business hours, the charge will be \$60.00.

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### SECTION III CREDIT AND COLLECTIONS

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

**8. BILLING PROCEDURES.** Flat rate charges, meter base charges, private and public fire protection charges and water used for metered service shall be billed quarterly or monthly as the Utility desires. All billings will be in arrears unless otherwise noted.

**9. TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Bills may be paid by any Utility-approved payment method, including but not limited to by mail, in person, or as outlined in Section 12 of these Terms and Conditions, and must be received at the offices of the Utility or at any designated collection station.

The Customer is responsible for providing a correct billing address. 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. This late charge will be assessed after 30 days from the date of the unpaid bill.

**10. 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.

**11. 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 \$10.00, as permitted in Chapter 660 of the Commission's Rules and Regulations.

**12. ELECTRONIC BILL PAYMENT.** The Utility may allow Customers to pay amounts owed the Utility for service by using a credit card, debit card, or ACH (automatic clearinghouse) or pre-authorized draft (collectively referred to as Electronic Bill Payment). The Utility or any vendor retained by the utility to process any payments by electronic bill payment may charge Customers a fee for processing payments as long as the Customer is informed of the specific amount of the fee prior to making the payment. The vendor's fee for credit card payments is \$1.00 or 2.5 percent of the payment, whichever is greater.

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**13. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the Utility shall comply with the notice requirements contained in Chapter 660 of the Commission's Rules and Regulations, and must offer the tenant the right to take responsibility for future payments.

**Leased or Rented Single-meter, Multi-unit Residential Property:** Pursuant to Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a collection fee of \$10.00 in addition to any applicable reconnection fee set forth in Section 6 of these Terms and Conditions.
- c. File the lien authorized by Title 35-A MRSA §706 or 6111-A.

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.

**14. 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: \$ 40.00 per man-hour during normal business plus the cost of equipment rental, if applicable. During holidays and outside normal business hours, the charge will be \$60.00 per man-hour with a minimum 2-hour charge per man, plus the cost of equipment rental, if applicable.

**15. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the prior 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 \$40.00 per 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 \$60.00 per man-hour with a minimum 2-hour

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charge per man, plus the cost of equipment rental, if applicable. In no case shall the total of fees exceed \$200.00.

In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person 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 Utility for each violation.

### SECTION IV CUSTOMER / UTILITY RIGHTS & LIABILITIES

**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. 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 15, 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.

**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 quantity of water or pressure available or 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. LIMITED SERVICE AGREEMENT.** A Limited Service Agreement will need to be negotiated between the Utility and a Customer when the customer's premises lie within an area of the Utility's distribution system that cannot provide flows of 20 psi or greater at any or all times. This Limited Service Agreement

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must be approved by the Commission.

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

**22. FLUCTUATION OF PRESSURE 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.

**23. 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.

### SECTION V METERING

#### 24. 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 Premises.** 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. Sub-metering.** 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 normal business hours, the charge will be \$40.00 per hour plus the cost of the necessary replacement parts including the meter. During holidays and other than normal business hours, the charge will be \$60.00 per man-hour with a minimum 2-hour charge per man, plus the cost of the necessary replacement parts including the meter.

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**E. Meter Pits.** As permitted in Chapter 620 of the Commission's Rules and Regulations, the Utility reserves the right to require a meter pit at the Customer's expense if the Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances. The Customer shall install, own and maintain the meter pit.

The meter pit location will be set or reviewed by the Utility prior to excavation and must be installed in accordance with Utility standards and material specifications, which are available at the Utility office, and in accordance with applicable codes. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. 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 the Contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s).

The Utility will perform the work during normal business hours at a charge of \$40.00 per man-hour of labor, plus the cost of the necessary materials and equipment rental, if applicable. The Customer will pay a deposit in advance to cover the estimated charge. The Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the balance due as a condition of service.

**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. Abatement Policy.** The Utility may adjust a portion of a customer's bill for leakage. The adjustment will be available once on each account. Proof may be required to substantiate the leakage and repair. The adjustment will be based upon deducting one-half of the billing in excess of average usage for the same billing period over the last three years, or such other amount agreeable to both the Utility and the Customer.

**H. New Service Lines and Meters.** All new service lines shall be installed at the Customers expense, as permitted in 35-A MRSA §6106. The Utility shall install, own and maintain the service drop portion of all service pipes which shall extend from the water main to the curb stop (shutoff valve). The curb stop shall normally be located at the limit of the public way or the Utility's right of way. The Utility will be responsible for all Service Lines within the limits of the highway or right-of-way. If a public way must be crossed, such crossing shall meet the District's specifications and be installed only after approval of the District. At its discretion, the Utility may allow the Customer to contract with a Utility-approved professional for the entire installation,

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and all costs shall be paid directly to the contractor. The Customer must complete a written application for the work, and the Utility reserves the right to pre-approve the design.

As permitted in 35-A MRSA §6106, and Chapters 620 of the Commission's Rules and Regulations, the Customer shall install, own and maintain the service pipe from the curb stop to the Customer's establishment. This includes equipment rental, labor and materials and necessary appurtenances for installation, including the meter. The Utility shall require individual service pipes for individual properties, lots or land parcels regardless of ownership of the properties, lots or land parcels.

The Customer will be responsible for obtaining the Utility's written approval for the work. In addition, the Customer will contract with a Utility-approved professional for the excavation and installation from the curb stop into the building and for the piping across the road, if needed, plus additional costs, including but not limited to digging, permits, and flagging, charged as required by the situation. All contractor charges will be paid by the Customer directly to the contractor.

The Service Line location will be set or reviewed by the Utility prior to excavation and must be installed to applicable plumbing codes and to Utility work standards and material specifications, which are available at the Utility office. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. 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 the 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 tapping the Main and installing the meter and other appurtenances during normal business hours. At its discretion, the Utility may subcontract out any part of this work. The costs to the Customer for the Utility installed/subcontracted portion of the installation are as follows:

- A charge of \$40.00 per man-hour for tapping the Main, installing the meter, 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.
- Utility 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 to be applied to the cost of the installation. 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 actual cost exceeds the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer, as a condition of service.

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**I. 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 applicable plumbing codes, to prevent back-siphonage and to permit draining whenever necessary. An appropriate backflow prevention device may be required.

**J. Extensions of Mains.** All water main extensions shall be installed at the Customers expense, as permitted in 35-A MRSA §6106. The Customer must complete a written application for the work, and the Utility reserves the right to pre-approve the design. The Customer will be responsible for contracting a Utility-approved professional for the entire installation, and all costs shall be paid directly to the contractor.

The work must meet Utility design and construction standards and material specifications, which are available at the Utility office. The Customer may purchase approved materials from the Utility at Utility cost. The Customer may also purchase approved materials from another source. Materials that do not meet the Utility’s specifications must be pre-approved by the Utility. The Utility may charge Customer to pre-approve substitute and “or equal” materials. Charges to pre-approve materials will be determined by Utility Jobbing rates consistent with Section 28 of these Terms and Conditions. The Customer may be required to purchase materials directly from the Utility if no acceptable alternative or reliable source is available. In order to manage and inspect the process, a Utility representative will be present intermittently during the installation for inspection purposes.

The Customer shall provide an easement, deeded to the Utility and recorded by the Customer, granting the permanent right to install, operate, maintain, remove, replace, and repair a water main or mains with such fixtures and appurtenances, including meters, as are from time to time necessary or useful for the supply of water, all under, over and across portions of Customer's land when Utility-owned mains are to be installed on private property. The easement shall be provided before construction begins.

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 to be applied to the cost of the installation. 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 actual cost exceeds the deposit, the Customer must pay the additional amount as per the written agreement between the Utility and the Customer, as a condition of service. The Utility may stop the installation at any time if it discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications.

**K. 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.

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### SECTION VI CROSS CONNECTIONS

**25. 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.

**26. CHARGES FOR BACKFLOW-PREVENTION DEVICE TESTING.** All new customers, at their expense, shall install and maintain, as a minimum degree of protection, a dual-check valve type backflow preventer. Existing customer services not having backflow prevention are also required to install and maintain, at their expense, when meters are replaced or services renewed, as a minimum degree of protection, a dual-check valve type backflow preventer. A charge of \$40.00 will be made to a customer's account for all cross-connection tests performed by the Utility.

### SECTION VII GENERAL PROVISIONS

**27. 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.

**28. UTILITY JOBBING.** Utility Jobbing is the providing of unregulated utility services, such as construction services. A Customer must complete a written application before a Utility will provide 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.

### SECTION VIII FIRE PROTECTION

**29. 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

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than an agent of the Utility or a duly authorized representative of the municipality or the owner.

**30. 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 the Utility's easement 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.

All new private fire protection connections 2-inch or larger shall require individual service pipes and appropriate backflow prevention devices. The utility may also require the installation of a flow detection meter if water loss is suspected. Individual shutoff valves shall be provided and accessible to the utility on all private fire protection service pipes.

**31. CHARGE TO FLOW TEST PRIVATE HYDRANTS.** Charges to flow test private hydrants will be determined by Utility Jobbing rates consistent with Section 28 of these Terms and Conditions.

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