



BREWER WATER DEPARTMENT
TERMS AND CONDITIONS

Table with 3 columns: Section #, Section Title, Page#. Lists sections from DEFINITIONS to MAIN PIPE EXTENSIONS with corresponding page numbers.

The following Terms and Conditions made by the City of Brewer Water Department and filed with the Maine Public Utilities Commission constitutes a contract between the Customer and the

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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 "**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.

The word "**Utility**" refers to the City of Brewer Water Department.

**1. UTILITY SERVICE AREA:**

We are permitted by Title 35-A, Part2, Chapter 21, §2101 to serve the City of Brewer and parts of Orrington, Eddington, and Holden.

**2. APPLICATION OF 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. If 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 M.R.S.A. §706(2) and Chapter 660, Section 10(1)(2) of the Commission's Rules and Regulations, and all applicable Water Department Terms and Conditions below. If, 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.

**3. BILLING PROCEDURES:**

Annual metered rate charges are normally billed quarterly. The Utility does reserve the right to render bills monthly in advance 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 quarterly in arrears.

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 amount will 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 shall be billed in advance, each year, on a quarterly basis.

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All bills shall be payable at the Brewer City Hall 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 residential and non-residential Customers will be based upon Chapters 660 of the Commission's Rules and Regulations. The Utility may demand a deposit from any 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.

**5. DISCONNECTION OF LEASED OR RENTED PROPERTY:**

Before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall comply with the notice requirements contained in Chapter 660 of the Commission's Rules and Regulations. Pursuant to Chapter 660, and in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

- A. Assess, against the landlord, a collection fee of \$90.00 in addition to any applicable reconnection fee set forth in Section (7) of these Terms and Conditions; and
- B. Apply any existing deposit to the current account balance; and
- C. At the sole discretion of the Utility, the Utility may separately meter or cause to be metered, at the landlord's expense, each dwelling unit within the property.

**6. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE:**

The Utility will charge a Customer a reconnection fee to restore 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 the Customer's request.

The charge is \$40.00 for each restoration or reconnection of service made during the normal business hours of 8:00 a.m. to 4:00 p.m., Monday through Friday. The charge during other than normal business hours is \$90.00.

**7. CHARGE FOR ESTABLISHMENT OF SERVICE:**

The Utility will charge \$20.00 to establish water service if it is not necessary to visit the premises to connect the service. If it is necessary to visit the premises to connect the service the Utility will charge \$40.00 during the normal business hours of 8:00 am to 4:00 pm, Monday through Friday.

**8. 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.

**9. TERMS OF PAYMENT:**

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Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Payments may be made at the Brewer City Hall 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 for services received nor from 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.

**10. CHARGE FOR RETURNED CHECKS:**

As provided in Chapter 870 of the Commission's Rules and Regulations, the Utility will charge the Customer's account for any check returned by the bank for reason of non-payment. The charge is the greater of \$5.00 per check or the amount the bank charges the Utility, not to exceed \$15.00. The Utility will furnish the Customer with proof of any bank charges in excess of \$5.00.

**11. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTIONS REQUESTED BY 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 normal business hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday plus the cost of equipment rental, if applicable. During holidays and outside of normal business hours, the charge will be **\$44.00** per man hour with a **\$90.00** per man-hour minimum charge plus the cost of equipment rental, if applicable.

**12. UNAUTHORIZED USE OF WATER:**

No customer shall supply water to another, nor use it for any purposes not mentioned in his/her application without prior Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without prior written approval. No customer or his agent shall bypass any meter, nor restore service without the 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 the 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 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 **\$50.00 per hour** with a minimum one and one-half hour charge. In no case shall the total of such hourly fees

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exceed \$100.00. In addition, pursuant to Title 35-A M.R.S.A. §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 dollar (\$2,500.00), due and payable to the Department for each violation

**13. ABATEMENT POLICY:**

An abatement for high consumption caused by mechanical failure is available once in a 5 year period that the customer has had water service. The customer will be billed an average based on the previous three quarters.

**14. MAINTENANCE OF PLUMBING:**

As permitted in Chapter 620 of the Commission's Rules and Regulations, the Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. The meter will be located in a warm, clean, dry, and accessible area such that it can be serviced and read during normal business hours. If damage does occur, the Customer is liable for any expenses incurred or for any measured water used. Painting of meters or remote reader units constitutes damage.

**15. NO TAMPERING WITH UTILITY PROPERTY:**

No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe, which is the property of the Utility, will be opened or closed or otherwise operated, modified, or removed by other than persons authorized by the Utility. Tampering will subject the Customer or other responsible party to the same charges and actions outlined in Section 12, 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 §2707, as amended or replaced.

**16. ACCESS TO PREMISES:**

Pursuant to Chapter 620, Customers shall provide employees of the Utility, having proper identification, 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.

**17. LIABILITY:**

The Utility will only be liable for any damages arising from claims to the extent liability is provided in the Maine Tort Claims Act, as set forth in Title 14 M.R.S.A., 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 the water provided by the Utility for any particular purpose.

**18. SERVICE INTERRUPTION:**

As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide 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

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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.

**19. METERING:**

Except as provided in Chapter 660 of the Commission's Rules 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.

**20. METER INSTALLATION:**

A customer may have a water meter installed after signing for the meter at the Brewer Water Department located at 223 Greenpoint Road, Brewer, Maine 04412 or upon receipt of a written request, establishment of the service fee and by making an appointment to be present as necessary.

- *Meter Location:* The Meter shall be set as close as practical to the point of entry into the building
- *Meter Relocation:* Once set, Meters may be relocated with prior written approval by the Utility and at the Customer's expense.
- *Meter Size and Quantity:* The Utility will determine the size and number of meters to be installed (both temporary and permanent) based on technical requirements.

**21. 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.

**22. 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.

**23. CHARGES FOR REPAIR OR REPLACEMENT OF DAMAGED WATER METERS:**

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) damaged due to improper care or negligence by customers are as follows:

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- During normal business hours: will be **\$30.00** per hour per employee, plus invoice cost of materials used
- After normal business hours: will be **\$50.00** per hour plus invoice cost of materials used. A minimum of one hour will be charged for labor.
- Replacement of meters damaged beyond economical repair will be billed to the customer based on the vendor's invoice price plus the repair fee.

**24. METER TESTING:**

The Utility will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules. Upon Customer request, the Utility will test the Customer's water meter in the presence of the Customer or representative, at no charge 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 equivalent to the appropriate charge listed below 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. Meter testing will be done during normal business hours of 8:00 am to 4:00 pm.

Charge for testing meter at customer's request: A charge of **\$50.00** will be made for testing meters size 5/8" to 1 1/2"; meters 2" and larger will need to be sent to Bangor Water District to be tested at the rate set by the Bangor Water District at the time of the test.

**25. 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.

**26. STOP VALVE:**

Pursuant to Chapter 620 of the Commission's Rules and Regulations, every service must be provided with a minimum of one (1) operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must comply with all applicable plumbing codes and be installed to prevent back-siphonage and to permit draining whenever necessary.

**27. 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 in accordance with the directives and rules of the State Bureau of Health and 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 and the approval of the Bureau. 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

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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 Program is on file at the Utility office.

**28. CROSS CONNECTION 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 as a dangerous condition, pursuant to the Utility's Cross Connection Control Program and to the Department of Human Services, Cross Connection Rules number 10-144A C.M.R. 266 and Chapter 660 of the Commission's Rule.

**29. 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 which will affect the Utility's pressure or water quality without prior written permission from the Utility.

**30. 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.

**31. INADEQUATE WATER PRESSURE:**

Pursuant to Chapter 620 of the Commission's Rules and Regulations, in services where the normal operating pressure could be expected to fall below twenty (20) pounds per square inch, a "Limited Service Contract" and approval by the MPUC is required. Under a Limited Service Contract, it may be necessary for applicants at their expense to install pumping facilities on their property to obtain pressure higher than that available from Brewer Water Department at that specific location. A Limited Service Agreement does not relieve the applicant of compliance with all other Utility specifications and requirements.

**32. EXCESSIVE WATER PRESSURE:**

When water pressure is in excess of eighty (80) pounds per square inch, the customer shall install an approved type of pressure regulator, preceded by an adequate strainer to reduce the pressure to eighty (80) pounds per square inch or less. The pressure-reducing valve shall be located between a stop valve and the water meter.

**33. CONSTRUCTION:**

Pursuant to Chapter 620 of the Commission's Rules and Regulations a customer must complete a written application before a Utility will provide construction services. Applicants are required to provide, in advance, sufficient funds as provided in a written estimate by the utility to cover the anticipated expense. The Utilities written estimate shall include the

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hourly rate, number of workers necessary to perform the work, type and quantity of materials necessary for the work and the associated cost of materials. The utility will return all excess funds within 30 days of project completion; costs in excess of the estimate will be billed to the customer and must be paid within 30 days.

Work performed outside regular business hours will be charged at overtime rates.

*I. New Service Installation:*

The Utility shall perform the tap into its water main. The customer is responsible for providing the corporation to complete the tap and for installation of the service pipe from the tap into the premises to be served, including the curb stop. Installations must meet Utility specifications.

*II. Utility Ownership:*

The Utility shall own and maintain the service pipe including the curb stop within the limits of the public way. Applicants for new services will be required to pay the cost of installing this section of pipe.

*III. Customer Ownership:*

The customer shall, at his/her own expense, install, own and maintain the service pipe between the edge of the public way and the water meter. To avoid potential problems regarding the location of the service pipe, the customer is requested to consult with the Utility prior to the installation or renewal of their service pipe.

**34. WINTER CONSTRUCTION:**

No new service or extension of Mains will be installed for the convenience of a Customer during winter conditions which increase the cost of the work for the Utility unless the Customer assumes all extra expense over ordinary construction costs.

**35. 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 may be allowed if all parties agree provided that the installation complies with all applicable laws, rules and regulations

**36. CONSERVATION**

When necessary to conserve the water supply, the Utility may restrict or prohibit the use of hoses and sprinklers for metered rate Customers.

**37. FIRE HYDRANTS:**

Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. Any person other than an employee of the Utility must not open Fire Hydrants.

**38. PRIVATE FIRE PROTECTION:**

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Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. Fire service, if available, will be installed at the Customer's expense within the bounds of the public way or right of way. The fire service pipe, after installation, will be owned and maintained in the public way or right of way by the Utility. Ready-to-serve charges for fire services 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 testing of the sprinkler system or operate the private hydrant. Customers wishing to cancel fire service protection must notify the Department in advance and in writing, and must have permission in writing from the appropriate fire department official. The Department will not physically shut-off of the fire service and/or private hydrant(s) until the prescribed notice has been made.

**39. FROZEN SERVICES:**

The responsibility for the costs of thawing the service is based on the location of the frozen area per Chapter 62 of the Maine Public Utilities Commission's Rules and Regulations. If the frozen area is on the customer's side of the shut-off valve, the customer pays the full cost of thawing efforts. If the frozen area is on the Department's side of the shut-off valve, the Department pays the full cost. If the location is unable to be determined, the costs are split 50-50 between the Department and the customer.

**40. FLOW TESTS:**

For flow tests of an individual hydrant the charge is **\$60.00**. This charge includes the cost of the water used during the flow test. A forty-eight hour notice is required.

**41. NEW SERVICE PIPE:**

As permitted in 35-A M.R.S.A §6106, and Chapters 620 and 660 of the Commission's Rules and Regulations, each applicant for a new water service will be responsible for the costs of the entire Service Pipe, including permits for opening the pavement or boring across the road. If applicable, the customer making application may also be responsible for the costs associated with equipment rentals, labor and materials and necessary appurtenances for installation and other incidental cost associated with the installation of the water service pipe.

Each dwelling unit will have its own service and curb stop location. The valve boxes for water mains and services shall be five feet from all structures and at least two feet from all shrubs and trees. The owner's service pipe shall be located such that the water meter can be installed as close as practical to the point of entry of the building being served.

The Customer will be responsible receiving prior written approval from the Utility and for contracting the portion of the installation from the curb box into the building. The Service Pipe location will be set by the Utility, and must be installed in accordance with all applicable Plumbing Codes. Only Utility approved materials may be used and the Utility reserves the right to inspect all materials and installation work. The Utility must be notified before any work is buried or enclosed. All contractor charges will be paid by the Customer directly to the Contractor.

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At the Customers expense, the Utility will be responsible for installing the Service Pipe from the Main Pipe to the curb box shut-off, including excavation, tapping the Main, and installing the meter and other appurtenances. At its sole discretion and at the expense of the Customer, the Utility may subcontract out any or all parts of this installation, or allow the customer to hire an approved contractor. The work will be available during the regular business hours of **8:00** a.m. to 4:00 p.m., Monday through Friday. The costs to the Customer for the Utility to install or have installed the portion of the Service Pipe and appurtenances are as follows:

- A charge of **\$30.00** per man-hour on the portion of the above-described installation done by the Utility, for inspections and approval of contracted work; and
- The cost of all necessary materials, parts, equipment rental, and other costs; and
- The charges for Utility required subcontractors.

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.

**42. SERVICE PIPE INSPECTION:**

The Utility shall inspect all underground service installations including renewals prior to backfilling. The Utility shall be given sufficient advance notice such that the inspection may be performed during regular business hours and the cost of inspection shall be \$30.00 per hour. Work performed outside of regular business hours requires advance approval; this work will be considered after hours work, and will be billed to the customer at a rate of \$50.00 per hour. Approval of such installation by the Utility does not constitute a guarantee by the Utility as to the sufficiency of the materials or workmanship.

**43. MAIN PIPE EXTENSIONS:**

All requests for water main extensions shall be priced in accordance with Chapter 650 of the Commission's Rules and Regulations. 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. The District may choose to perform the extension work, or hire a contractor of their choice.

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