

# Orono-Veazie Water District

## TERMS AND CONDITIONS

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The following Terms and Conditions made by the Orono-Veazie 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.

### 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 Orono-Veazie Water District.

1. APPLICATION OF SERVICE. 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 it is a 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 35-A M.R.S.A. Sec. 706(2), Chapter 810, Sec. 9(I)(2) of the Commission's Rules, and Section 4 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 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 charges.

3. BILLING PROCEDURES. Annual metered 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.

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Seasonal minimum meter charges will be billed and due 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.

Seasonal flat rate charges will be billed and due immediately after the service is turned on for the season.

Public and private fire protection charges shall be due and payable in advance, each year, on a quarterly basis.

All bills shall be payable at the office 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 residential Customers will be based upon Chapters 810 and 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from any residential Customer if it has proof (as defined in the regulations) that the Customer is likely to be a credit risk or will damage the Utility's property. The amount of a deposit shall not exceed a reasonably estimated bill for two (2) average billing periods. The interest rate on Customer deposits shall be the rate set from time to time by the Commission.

A. LATE PAYMENT CHARGES. The District will charge interest, within the guidelines of Chapter 870 of the Maine Public Utilities Commission regulations for bills remaining unpaid after the due date. The Board of Trustees will set the interest rate to be assessed on an annual basis.

B. PAYMENT AGREEMENTS. Payment agreements will be negotiated in accordance with Maine Public Utilities Commission requirements and the District's payment agreement policy.

All procedures for nonresidential Customers will be based upon Chapters 860 and 870 of the Commission's Rules and Regulations.

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 in Chapter 810 of the Commission's Rules and Regulations.

6. RESTORATION OF SERVICE. The Utility will charge a Customer a reconnection fee to restore services at the Customer's premises if service was disconnected for non-payment of bills, violation of these Terms and Conditions, fraudulent use of water, dangerous conditions on the Customer's premises, violation of Commission rules or at the Customer's request, including requests to have the curb stop operated to enable work to be done on private property.

The reconnection charge is \$35.00 for each resumption of service made during the normal business hours of 7 a.m. to 3:30 p.m., Monday through Friday (excluding holidays). The charge during other than normal business hours is \$46.00 per hour with a minimum charge of \$140.00.

7. CHARGE FOR ESTABLISHMENT OF SERVICE. The Utility will charge \$25.00 to establish water service during the normal business hours of 7 a.m. to 3:30 p.m., Monday through Friday (excluding holidays). The charge during other than normal business hours is \$46.00 per hour with a minimum charge of \$140.00.

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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 \$20.00 or the Utility's reconnection charge, whichever is less.

9. TERMS OF PAYMENT. All bills are due and payable upon presentation. A late payment charge may be made on any unpaid balance outstanding after 30 days from the postmark of any bill. The late payment charge will be the maximum amount allowed under Chapter 870 of the Commission's Rules. Payments may be made at the office 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 from the consequences of non-payment.

10. CHARGE FOR RETURNED CHECKS. 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. 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 person shall obtain water from any hydrant or other fixture of the Utility without prior approval.

12. MAINTENANCE OF PLUMBING. 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.

13. NO TAMPERING WITH UTILITY PROPERTY. No person may tamper with Utility property. No valve, shutoff, hydrant or standpipe, which is the property of the Utility, will be opened or closed or otherwise operated by other than persons authorized by the Utility.

14. ACCESS TO PREMISES. Employees of the Utility having proper identification shall have free 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.

15. 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, Chapter 741 of the Maine Revised Statute Annotated. The Utility makes no representations or warranties about the suitability of the water for any particular purpose.

16. SERVICE INTERRUPTION. The Utility will provide notice of any planned shut-off to affected Customers at least twenty-four hours in advance of the interruption of service. The Utility will give notice of any unplanned shut-off when practicable. 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 the Customer's fault.

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17. METERING. Except as provided in Chapter 810 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.

18. 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 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.

19. SUBMETERING. Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and Maintained at the Customer’s own expense.

20. ISOLATION VALVE. Every service must be provided with an operable stop valve located inside the building near the service entrance, easily accessible, and protected from freezing. All plumbing must be installed to prevent back-syphonage and to permit draining whenever necessary.

21. CROSS CONNECTIONS. No cross connection between the public water supply system and any other supply will be allowed unless properly protected in accordance with the directives and rules of the State Bureau of Health, and no new cross connection may be installed without the approval of the Bureau and the Utility. In addition, no connection capable of causing back flow between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains will be permitted. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 810 or Chapter 860 of the Commission’s Rules. The Utility’s cross connection rules are on file at the Utility office.

22. FLUCTUATION OF PRESSURES BY CUSTOMER’S APPARATUS. A Customer may not install or use any device, which will affect the Utility’s pressure or water quality without prior Utility permission.

23. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. 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.

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24. UTILITY JOBBING. A Customer must complete a written application before a Utility will provide unregulated Utility service. The 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.

25. 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.

26. JOINT USE OF SERVICE PIPE TRENCH. 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. CHARGES FOR FIXTURES. All Customers billed on flat rates will be charged for all fixtures, whether used or not. If a hot and cold water faucet supplies the same fixture, only one faucet will be charged. No water will be furnished for less than the first faucet rate.

28. ALTERATIONS IN FIXTURES. No Customer supplied with water on flat rates may install any additional fixtures or alter any previously installed fixtures without first giving written notice to the Utility.

29. WASTE OF UNMETERED WATER. Customers on flat rates must prevent all unnecessary waste of water. Water will not be supplied on flat rates for any continuous flow device. The Utility will decide what constitutes waste or improper use and will restrict usage when necessary.

31. USE OF HOSE AND LAWN SPRINKLER. For purposes of flat rate billing, a hose is considered as such when used by hand only.

A hose running unattended will be charged as a sprinkler according to the Utility's rate schedule.

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

32. 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.

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33. PRIVATE FIRE PROTECTION. Customers requiring private fire protection must contract 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 line, after installation, will be owned and maintained in the public way or right of way by the Utility. 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.

33. COMMISSION APPEAL. In the case of any disagreement or dispute regarding the application or any provision of these terms or in circumstances where the application of these terms appears unjust, either party may refer the matter to the PUC for settlement. The PUC may grant exceptions to the provisions of these terms for good cause.

The Orono-Veazie Water District will comply with all Federal Statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. subsections 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. subsection 794) which prohibits discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. subsections 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Subsections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. Subsections 290 dd-3 and 290 ee-3), as amended, relating to the confidentiality of alcohol and drug abuse patient records, and (h) The Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities and establishes standards for public access..

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