

**KENNEBEC WATER DISTRICT  
6 COOL STREET  
WATERVILLE, MAINE**

# **TERMS AND CONDITIONS**

**Approved by the State of Maine  
Public Utilities Commission**



**KENNEBEC WATER DISTRICT**

P.O. Box 356, 6 Cool Street, Waterville, Maine 04903-0356

Effective January 1, 2007

**Kennebec Water District**

(207) 872-2763

(207) 861- 8964 fax

kennebecwater.org

8:30 A.M. – 4:30 P.M. (Business Office)

7:30 A.M. – 3:00 P.M. (Field Personnel)

Monday – Friday (Except legal holidays)

**KEEP THIS BOOKLET**

**It has important information that you may need in the future.  
It reflects charges and other specific rules.**

**Throughout this booklet the terms “we” or “us” refer to the Kennebec Water District. The term “you” refers to the applicant or customer.**

**The Utility is governed by the regulations of the Maine Public Utilities Commission and “Rules Related to Drinking Water” administered by the Maine Department of Health and Human Services, Maine Drinking Water Program.**

## TERMS AND CONDITIONS

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Customers should also refer to Kennebec Water District specifications including:

Kennebec Water District construction, material, and technical specs  
 Kennebec Water District Cross Connection Control Program  
 American Water Works Association standards

For areas not specifically addressed by this document or by reference, the Maine State Plumbing Code is considered the minimum requirement.

The following Terms and Conditions made by the Kennebec Water District and filed with the Maine Public Utilities Commission constitute 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 “Utility,” “KWD,” or “District” means the Kennebec Water District.

The word “Commission” means the Maine Public Utilities Commission.

The word “Corporation” means a body created and authorized by law to act and be treated as a single entity with an identity distinct from that of its individual members. This definition includes private companies and municipal and quasi-municipal corporations.

The word “Customer” means any person, firm, government or government division which has applied for and is granted service or which is responsible for payment of service.

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

The words “Limited Service Contract” means a written agreement approved by the Commission under which the Utility agrees to provide and the Customer agrees to accept a substandard level of service described in the Contract.

The word “Person” means an individual, partnership, or voluntary association.

The words “Private Line” mean (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© 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 a 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 words “Service Pipe” mean the pipe running from the water main to the Customer’s establishment.

The words “Water Main” mean a water pipe, other than a Service Pipe, which is owned, operated, and maintained by the Utility, and used for transmission or distribution of water.

### **1. Application for Service**

The owner, the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. 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. The applicant for a new water service shall provide, upon request from the District, the estimated maximum gallon per minute demand from this service and a lot location or site plan. The service pipe on private property shall be adequately sized according to District standards and rated to withstand (a minimum of) 150 per square inch of working pressure.

### **2. Service Pipe**

The Utility shall install, own and maintain the service drop portion of all Service Pipe, which shall extend from the water main to the limits of the public way or the Utility's right-of-way, and shall include the curb stop valve.

From the limits of the highway or right-of-way to the building, the service pipe shall be installed, owned and maintained by the customer. The customer owned portion of the service pipe must be installed per the utility's standards and specifications and only after approval of the utility is obtained. Any service pipe requested must be financed in full by the customer.

The District is responsible for performing the tap into the water main. The Customer is responsible for providing the corporation to complete the tap and for installation of the service line from the tap into the premises to be served, including the curb stop.

When it becomes necessary to thaw a frozen service pipe and it cannot be determined where the pipe was frozen and when the Utility at the Customer's request, undertakes to thaw the same, one-half of the cost thereof shall be paid by the Customer.

Unless otherwise approved, each dwelling unit will have its own service and curb stop (shutoff) in accordance with the District's construction specifications.

### **3. Utility Jobbing**

A Customer must complete a written application on forms provided by the Utility for utility jobbing or other unregulated Utility service. The Customer must pay in advance a deposit equal to the Utility's written estimate of the cost of the work. At the completion of the work, any excess over the actual bill for services will be returned and any amount due in excess of the advance payment will be payable by the Customer upon completion.

Work performed in support of unregulated utility service outside of regular business hours will be charged at overtime rates.

#### **4. Joint Use of Service Pipe Trench**

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

Where special circumstances require, a lesser separation or joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

#### **5. Abatement and Resumption of Service**

If an establishment is to be vacated for a period of 30 days or more and if the Customer notifies the Utility in writing in advance of the vacancy and requests the Utility to shut off service, the Utility shall abate water charges for the period the premises are vacated. If two or more Customers are supplied by a single service, the Utility shall use appropriate procedures to isolate the inactive service. The Utility shall charge a service fee for each resumption of service in accordance with the provision on reconnection charges in these Terms and Conditions. No abatement will be granted for flat rate hose charges, to Customers subject to seasonal rates, or for partial vacancy of multiple units served through a single meter with a normal minimum charge for that size meter.

#### **6. Service Interruption**

The Utility will provide notice of any planned shut-off to affected Customers at least 24 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 48 hours and the interruption is not the Customer's fault.

#### **7. Conservation**

The Utility shall take all reasonable steps to prevent unnecessary waste of water. The Utility shall not supply water at flat rates for any continuous flow device. Customers must prevent all unnecessary waste of water. Customers shall not allow water to run to prevent freezing or longer than necessary for proper use without written authority from the Utility. If the Utility concludes that a Customer charged at flat rates is unnecessarily wasting water, the Utility may convert the Customer's service to a meter basis. When necessary to conserve the water supply, the District may restrict or prohibit water use for both flat rate and metered customers.

#### **8. Unauthorized Use of Water**

The use of water is confined to the premises named in the Contract or Application for Service. 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, fountain, or other fixture of the Utility without prior approval of the Utility. No un-metered plumbing connections are allowed before the water meter. The Utility may supply a contractor for building or construction purposes, provided such

contractor has made satisfactory arrangements with the Utility to pay for the water used and may require a reasonable payment for the cost of installing a metering device.

### **9. Seasonal Customer**

A seasonal Customer is one who regularly takes service for only a portion of the year from either a summer or year-round main. Except as provided below, a seasonal Customer will be subject to the rules and charges of seasonal rates in effect. A Customer regularly vacating his/her premises for 3 months or less may elect in writing to be classified as an annual Customer subject to normal charges 12 months of the year notwithstanding any requested temporary suspension of service. The Utility shall charge a service fee for each resumption of service in accordance with the provisions on reconnection charges in these Terms and Conditions.

### **10. Fluctuations of Pressures by Customer's Apparatus and/or Equipment**

No Customer shall install or use any water consumption apparatus, equipment or device which will affect the Utility's pressure, water quality, or operating conditions without prior Utility permission. Where a Customer has or proposes to install an apparatus which requires water in sudden and/or material quantities, impairing the pressure to the detriment, damage, or disadvantage of other Customers, the Utility reserves the right to require such Customer to install devices or apparatus which will confine such fluctuation of demand or reduction of pressure within reasonable limits determined by the Utility. If the Customer, after receiving written notice from the Utility, fails to present an acceptable remedial plan within a time limit set by the Utility, the Utility may disconnect service to the Customer in accordance with the requirements of Chapters 810 and 860 of the Commission's Rules and Regulations.

### **11. Hydrant use**

Fire hydrants may not be used for any purpose other than to extinguish fires and for such other purposes as may be mutually agreed by the Utility and the municipality. Fire hydrants shall not be operated by any person other than an agent of the Utility, the Fire Chief, a duly authorized representative of the municipality or the owner, or any regularly appointed fireman. Any time a hydrant has been operated, the Utility shall be notified so that the fire hydrant can be pumped out and inspected.

### **12. Private Fire Protection**

Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. Such service will be rendered in accordance with applicable rules of the Commission and the Utility, and the provisions of rate schedules in effect. Ready to serve charges for fire service are billed quarterly. All connections for fire protection service will be installed by the Utility which will ascertain the best location for the same. Fire service, if available, will be installed under the direction of the Utility at the Customer's expense within the bounds of the public way or right-of-way. The fire service line in the public way or right-of-way, after installation, will be owned and maintained by the Utility. The Utility reserves the right to determine the main and point from which said connection shall be made. Determination of required quantity and available supply shall be the sole responsibility of the customer. Only one

service shall be allowed to any building or premises unless, in the opinion of the Utility, more than one service is absolutely necessary, there shall be separate connections with the distribution main. 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 supplies to the fire protection service by conducting tests of the private system. Timely notice must be given to the Utility so that a representative of the Utility can be present to observe the test.

Customers wishing to cancel fire service protection must notify the District in advance and in writing and must have permission in writing from the appropriate fire official. Physical shut-off of the fire service and/or private hydrant(s) will not be made by the District until the prescribed notice has been made.

### **13. Fire Pipes and Hydrants**

Where water is supplied to fire pipes, hydrants and automatic sprinkler system, and meters are not installed, such pipes must not be used for supplying water for any other purpose, and they must be so arranged that easy inspection can be made by the Utility. If meters are installed on such services, the fire protection service charges for hydrants or for a sprinkler head shall nevertheless be made and collected, but all water used through such fire service for fighting fires or for suitable tests when required by insurance companies, shall be deducted from the quantity of water for which payment shall be made at meter rates, such water for fire supply being allowed under the payment for hydrants and sprinklers.

### **14. Service over Private Lines**

All Private Lines shall be installed, owned and maintained by and at the expense of the Customer(s) served by the Private Line. The Utility shall not assume any responsibility or liability for maintenance, repairs or replacements of Private Lines or for water pressure or supply problems resulting from Private Lines. Except as provided in Chapter 65 of the Commission's Rules and Regulations, any Customer whose service is provided over Private Lines accepts service subject to the conditions or limitations of any agreement with the owner(s) of the property over which the Private Line extends, and the Utility shall have no obligation to extend a water main at the Utility's expense to serve such Customers.

### **15. Liability and Interrupted or Unsatisfactory Service**

The District will only be liable for damages arising from claims to the extent provided in the Maine Tort Claims Act, as set forth in Title 14, Chapter 741 of the Maine Revised Statutes Annotated. Notwithstanding the Maine Tort Claims Act, the Utility makes no representation or warranties about the quality of the water and will not be liable thereby for any damages caused by unsatisfactory water quality. The Utility will not be responsible for meeting water quality standards that exceed primary drinking water standards set by the Maine Drinking Water Program.



The Utility will not be responsible for damage caused by discolored or unsatisfactory water service which may be caused by cleaning of pipes, reservoirs, stand pipes, or the opening or closing of any valves or hydrants, or any abnormal condition, unless caused by the lack of reasonable care by the Utility. The Utility will not be responsible for meeting unusually high water quality standards for specialized or industrialized Customers. The Utility does not guarantee constant pressure nor does it assure the Customer either a full volume of water or the required pressure per square inch necessary to effectually operate appliances of any kind, the same being subject to all the variable conditions that may occur in the use of water from the main pipes. If by reason of shortage of supply or for the purposes of making repairs, extensions or connections, or for any other reason beyond the control of the Utility, it becomes necessary to shut off water in the mains, the Utility will not be responsible for any damages occasioned by such shut off.

#### **16. Maintenance and Plumbing**

A Customer must maintain the plumbing and fixtures within his/her own premises in good repair to prevent leaks and damages, and must protect the plumbing and fixtures from freezing. Painting of meters or remote reader units constitutes damage.

#### **17. Cross Connections**

No cross connections between the public water supply system and any other water supply will be allowed unless properly protected in accordance with the directives and rules of the State Bureau of Health and the Utility's Backflow Prevention Program, and no cross connections may be installed without the approval of the Bureau and the Utility. In addition, no connection capable of causing backflow 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. Copies of the Utility's cross connection control rules are on file at the Utility's office and are available upon request.

The customer is responsible for the installation, maintenance, testing, and care of the approved backflow device.

If a Customer fails or refuses to break or properly protect a cross connection within a time limit specified by the Utility, the Utility may disconnect the service per its approved program.

All requirements of the District's cross connection control program must be met before water service will be supplied to new accounts.

**18. Safeguarding Direct Pressure Devices and Automatic Feed Valves**

All Customers having direct pressure water devices, including but not limited to hot water tanks, or secondary systems supplied by automatic feed valves, must install and maintain in operating conditions appropriate vacuum, temperature and pressure relief valves or cut-outs in the water system and/or secondary system to prevent damage to the water device or secondary system or their appurtenances should it become necessary to shut off the water main or service or should a pressure failure occur for any other reason. Water service supplied to any Customer not providing such protective devices will be strictly at the risk of the Customer, and the Utility will not be liable for damages resulting from the lack of, or failure of, such protective devices.

**19. 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, for the inspection of cross-connection prevention and to enforce these Terms and Conditions.

The Utility requires the Customer to provide an authorized adult to escort Utility personnel throughout the premises as needed.

**20. No Tampering with Utility Property**

No person may tamper with Utility property. No valve, shut off, hydrant or stand pipe, which is the property of the Utility, will be opened or closed or otherwise operated by any persons not authorized by the Utility.

**21. Isolation Valves**

Every service must be provided with two operable isolation valves, one on each side of the meter, easily accessible to District personnel and protected from freezing. All valving shall be so arranged as specified by the Utility. All plumbing must be installed to prevent back-siphonage and to permit draining whenever necessary.

**22. Winter Construction**

Except in the case of an emergency, no new service or extension of mains will be installed for the convenience of a Customer during winter conditions which increases the cost of the work for the Utility, unless the Customer assumes all extra expense over ordinary construction costs.

**23. Billing Procedures**

All bills shall be payable at the office of the Utility. Fixture rates and minimum meter rates shall be payable as billed. Bills are due 30 days after the date postmarked and/or hand delivered to the Customer. In the case of bills mailed to Customers outside of

Maine, bills are due 35 days after postmarked. Bills are payable quarterly in arrears, except that the Utility reserves the right to render bills monthly. For metered service, the Utility shall have the authority to prorate water bills to reflect the actual portion of the billing period in which the Customer had active service. Public and Private Fire Protection are annual charges and billed quarterly, in advance. 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, as long as the Utility can show proof of mailing the bill. The Customer will be responsible for providing a correct billing address.

The District does not accept any written conditions stated on a check or other negotiable instrument unless such conditions are specified in a separate written agreement signed by an authorized Utility representative.

#### **24. Credit, Collection and Disconnection/Reconnection Procedures**

All credit, collection and disconnection/reconnection procedures for residential Customers will be in accordance with Chapter 810 of the Commission's Rules and Regulations. All credit, collection, and disconnection/reconnection procedures from nonresidential Customers will be in accordance with Chapter 860 of the Commission's Rules and Regulations.

#### **25. Metering Policy**

##### **A. Application**

A Customer may receive water through a meter upon written application to the Utility. The District will determine the size and number of meters to be installed (both temporary and permanent) based on technical requirements and its metering policy.

##### **B. Conversion from Meter Rates**

The Utility shall not convert an establishment served at meter rates to flat rates without written approval of the Commission.

##### **C. Meter Setting**

All meters shall be set as close to possible to the point of entrance of the service pipe to the building and readily accessible to District representatives. The Customer must provide a warm, dry, accessible location for the meter that is in accordance with the Utility's approved meter policy. The cost of the meter and installation shall be borne by the Utility. The location of the meter, once set, may be changed at the request and expense of the Customer, but the change may only be made by an agent of the Utility. For new installations of meters 1½ inch and larger in nominal size, the piping arrangement shall be in accordance with the requirements of the Utility. Additional or auxiliary meters for showing subdivision of usage must be furnished, installed, read and maintained at the Customer's own expense.

#### **D. Remote Reading Registers**

If a remote reading register is installed by the Utility to expedite its meter reading and billing procedures, the installation shall be at the Utility's expense.

#### **E. Faulty Remote Meter Adjustment Policy**

If the Utility finds a remote reading meter that has underreported usage, it will bill the Customer one-half of the previously billed amount for a maximum of 12 months of service.

#### **F. Meter Vaults**

Because of safety concerns, the Utility discourages the use of meter vaults to house water meters. If for any reasons it is deemed necessary by the Utility to locate the meter outside the building, the Utility may require the Customer to provide and maintain a suitable underground vault with a remote meter reading register outside the vault. The vault shall be installed in accordance with the Utility's specifications. Installation may be performed by the Utility on a jobbing basis.

#### **G. Repairs**

Meter repairs and replacements necessitated by ordinary wear will be paid for by the Utility. Those caused by freezing, hot water, or other causes within the control of the Customer, will be charged to the Customer, including the cost of removing and replacing the damaged meter. Repair charges for frozen meters will be as follows:

Weekdays during normal business hours	\$60 for 5/8" through 1" meters \$80 for 1 1/2 and larger meters plus invoice for replacement
Outside normal hours	\$120 for 5/8 through 1" \$140 for 1 1/2 and larger plus invoice for replacement

Meters sized 1 1/2 inches and larger must be replaced when damaged.

#### **H. Testing**

The District's meter cycling program requires that all meters sized 5/8 inch through two inch be tested at least once during a fifteen-year service period. For meters sized three inches and larger, the District will test the water meters according to the schedule and standards in Chapter 620.

Upon the request of the Customer, the Utility will test the Customer's water meter, in the presence of the Customer or his/her representative, at no charge, unless the Customer requests more than one test in 18 months. 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. For meters 1" and smaller the deposit will be \$60. For meters larger than 1" the deposit will be \$100. 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 in accordance with the requirements of Chapter 62 of the Commission's Rules and Regulations. If the meter conforms to standards, the Utility will keep the Customer's deposit and continue to use the meter on the Customer's premises. It is recommended that the Customer witness the meter test. To determine the accuracy of meters, the standard specifications of the American Water Works Association shall be used.

#### **I. General Metering Policy**

The Utility shall, whenever and wherever possible, set meters for all classes of Customers, meter each unit. The Utility shall have discretion to require either a master meter configuration or individual metering of separate units of a multi-unit structure or complex depending on District needs.

#### **J. Multi-Unit Building**

Except as provided in Chapter 810 of the Commission's Rules and Regulations, where there is more than one occupant of a building supplied with water each unit of the multi-unit structure will have its own meter unless a variance is granted and the plumbing must be arranged by the owner to permit separate connections with valves and meters in locations acceptable to the Utility, for each place of business or abode.

#### **K. Existing Structures**

Whenever an existing structure is rehabilitated or altered so as to change or convert its existing use to more than one unit (by adding a unit or units), and/or is subdivided or expanded into more than one unit (by adding a unit or units), the Utility may require a separate meter for each unit.

#### **L. New Structures**

Whenever a new structure is built consisting of more than one unit, the Utility shall require a separate meter for each unit.

#### **M. Utility Rooms**

Whenever a new structure is constructed or converted with a separate utility room requiring water for laundry, boilers, outside spigots, or any other uses, functioning as a separate unit, or a unit in common for all other units, a separate meter may be required. An exception to this requirement is if the common use fixtures are limited to a common heating system water boiler. At the customer's request, the boiler service may be taken from one of the individually metered services within the structure.

#### **N. Mobile Home Parks**

Whenever a mobile home park shall have private ways or roads, the Utility may require the Owner to construct a meter enclosure for the installation of one or more master meters, at the Utility's discretion, to service the park complex. The Utility shall not assume responsibility for private water mains, services, shutoffs, or service boxes in a mobile home park. The Utility may require all mobile home units in new mobile home parks and in additions to existing mobile home parks and all mobile home units moved to occupy existing lots in a mobile home park to be separately metered, and the owner or

individual shall install and maintain a service box and a shutoff before the meter at the owner's expense, and shall provide inside each mobile home a dry, warm, and accessible location for a meter.

## **26. Late Payment Policy**

The late payment policy of the Utility is as follows:

**A. Interest Charge.** The Utility will impose a late payment charge of 1% per month, 12% per year, on the amount overdue on any bill issued in accordance with these Terms and Conditions of Service.

**B. Amount Overdue.** An amount is overdue when it has not been paid by the due date. The due date will be 30 days after the bill is postmarked and/or hand delivered to the Customer. In case of bills mailed to Customers outside of Maine, the "due date" will be extended five days for a total of 35 days. The Utility may take collection action even if the Customer fails to receive a bill, as long as the Utility can show proof of the mailing of the bill.

## **27. Interest on Deposits**

The Utility will pay interest on Customers' deposits at the rate set by the Commission in accordance with Chapter 870 of the Commission's Rules and Regulations. Interest paid on Customers' deposits may be rescinded, altered or amended in accordance with charges mandated by the Commission. Interest shall accrue until the deposit is returned to the Customer. All interest accrued to a Customer will be credited to the Customer's deposit annually and upon termination of the service or the return of a deposit by the Utility. The Utility will pay the interest to the Customer when the deposit is returned.

## **28. Charge for Returned Checks**

The Utility will charge a Customer a fee for checks returned for non-payment to the Utility by a bank. The charge for each returned check will be the greater of \$5.00 or the amount that the bank charges the Utility, not to exceed \$15.00. If the Utility charges the Customer more than \$5.00, the Utility shall furnish the Customer with proof of the bank charge.

## **29. Reconnection Charges/ Restoration of Service**

The Utility will charge a Customer a reconnection fee to restore service at the Customer's premises if service was disconnected for non-payment of bills, violation of a payment arrangement, violation of the Utility's Terms and Conditions, fraudulent use of water, dangerous conditions on the Customer's premises, violation of Commission rules, or at the Customer's request. The reconnection charge is \$20.00 for each reconnection made during the Utility's normal business hours of 7:00 AM to 3:30 PM, Monday through Friday, legal holidays excepted. The reconnection charge is \$50.00 for each

reconnection made at other times. Reconnection of service outside of regular business hours is at the Utility's discretion.

### **30. Payment Arrangement/ Premise Visit**

Customers who pay or make a payment arrangement as a result of a premise visit for the purpose of disconnection shall be charged as follows:

A. Chapter 810, Utility charge of \$10.00 for residential Customers

B. Chapter 860, Utility charge of \$5.00 for non-residential Customers

or the maximum collection fee allowed by MPUC regulations.

### **31. Charge to Flow Test Private Hydrants**

For flow tests of a single private hydrant, the charge is \$60.00 and \$25.00 for each additional hydrant at the same location tested concurrently.

### **32. Disconnection of Single-Meter, Multi-Unit Dwellings**

A. Before the Utility disconnects service to a single-meter, multi-unit dwelling, the Utility will: (a) apply any existing deposit to the current amount balance; (b) file the lien authorized by 35-A, M.R.S.A. &706, and (c) notify the Commission's Consumer Assistance Division of the actions taken pursuant to this Section and their results.

B. The Utility will charge the landlord a fee in the amount of \$350.00 in addition to the applicable reconnection fee to cover the costs of collection of the account balance, including the cost of notification of tenants, preparation and filing of the lien, and preparation, filing and service of the complaint, summons and other associated pleadings. This fee is in addition to any damages, costs, interest and attorneys' fees as may be awarded by the court in any collection action.

C. If the Utility disconnects service to a single-meter, multi-unit dwelling for non-payment of an overdue amount, the Utility may separately meter each dwelling unit at the landlord's expense.

### **33. Right to Lien Property**

Under the provisions of Title 35-A M.R.S.A. §6414 and 38 M.R.S.A. §1208, the Utility shall have the right to place liens on real estate served by the Utility to secure payment of rates established by the Utility under the Rules and Regulations of the Maine Public Utilities Commission.

### **34. Availability**

A minimum notice of two business days is required to turn on a service or set a water meter, unless the service has been disconnected for non-payment. A minimum notice of two business days is required to discontinue service and the Customer is responsible for service until the appropriate notice has been made. These services are available during regular business hours and someone must be on the premises if entry by District personnel is required.

**35. Variances**

Requests for variances to these Terms and Conditions must be made by a customer through a written request to the Utility.