

Newport Water District  
Terms and Conditions

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Third Revision

Office Hours: 7:00 a.m. – 3:30 p.m.  
Monday through Friday

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Thomas R. Todd, Superintendent

TERMS AND CONDITIONS

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The following Terms and Conditions made by the Newport 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 "Utility" refers to the Newport Water District.

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 Line.

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

- 1. UTILITY SERVICE AREA.** Newport Water District is permitted by Charter to serve the inhabitants and territory of the Town of Newport, Maine, and by individual contract with individuals and /or businesses of the Town of Palmyra, Maine.
- 2. APPLICATION FOR SERVICE.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent, or the occupant of the establishment to be served may apply for service on forms provided by the Utility. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in 35-A M.R.S.A. §706(2), Chapter 660 of the Commission's Rules and Regulations, and Section 10 below. If seasonal rental property, only the property owner may be an applicant for service when the rental is for thirty days or less. 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.
- 3. BILLING PROCEDURES.** Minimum meter charges and water used in excess of the minimum for annual and seasonal residential service shall be billed quarterly in arrears at the end of the billing quarter. The Utility does reserve the right to render bills monthly in arrears if it so desires.

Public and private fire protection charges are billed in arrears on a monthly basis.

Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the 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 or for the consequences of non-payment.

- 4. CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and non-residential Customers will be based upon Chapters 660 and 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.
- 5. TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they received. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment for services received or for the consequences of non-payment. The due date for payment to avoid the incurrence of late fees or the initiation of collection action will be no less than 30 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.

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

**7. CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge \$24.00 to establish water service if it is not necessary for the Utility to visit the premises to connect the service. If it is necessary for the Utility to visit the premises to connect the service, the Utility will charge \$50.00 during the normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. During holidays and other than normal business hours, the charge will be \$120.00.

**8. 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 and/or under these Terms and Conditions, including but not limited to, at the Customer's request. The charge will be \$50.00 during the normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. During holidays and other than normal business hours, the charge will be \$120.00.

**9. COLLECTION TRIP FEE.** If Utility personnel visit the Customer's premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of \$30.00, as permitted in Chapter 660 of the Commission's Rules and Regulations.

**10. 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 \$112.00 in addition to any applicable reconnection fee set forth in Section 8 of these Terms and Conditions,

At its discretion, the Utility may separately meter or cause to be separately metered, at the landlord's expense, each dwelling unit within the property.

**11. CHARGES FOR REMOVAL OF SNOW, ICE OR OTHER OBSTRACLES 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. 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 per trip: \$50.00 per man-hour during the normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. During holidays and outside normal business hours, there will be a \$120.00 per man 2-hour minimum charge, with each additional hour above the minimum charged at \$50.00 per man-hour. In all cases, the Customer will be billed for the cost of equipment rental, if applicable. If the disconnection request relates to a trip for the repair or replacement of a damaged meter, the equipment fees and total labor hours incurred for removal services in this section will be combined with the totals in Section 26D and calculated together.

**12. ABATEMENT POLICY.** The District does not abate customer for high water usage.

**13. 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

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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.

**14. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another, nor use it for any purposes not mentioned in his/her application without prior Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or his agent shall bypass any meter, or restore service without Utility authorization, or unreasonably interfere with Utility service or 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 \$50.00 per hour, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee will be \$100.00 per hour with a minimum one and one-half hour charge. In no case shall the total of such hourly fees exceed \$100.00. In addition, pursuant to Title 35-A 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 dollars (\$2,500.00), due and payable to the Utility for each violation.

**15. NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No 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 the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 14, entitled Unauthorized Use of Water. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A M.R.S.A. §2707, as amended or replaced.

**16. MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, a Customer must maintain the plumbing and fixtures within his/her own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break that is considered a threat to the Utility delivery system will be cause for immediate disconnection of the Customer. If a leak is discovered that is not considered an imminent threat to the system, but may be a long term or cumulative danger, the Customer will be notified in writing by the Utility and will be given 30 days to repair the leak. If the repair is not completed by that time, the Customer will be subject to a 14 day disconnection notice, pursuant to Chapter 660.

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

**18. LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is provided in the

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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 about the suitability of any water provided by the Utility for any particular purpose.

**19. 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.

**20. BACKFLOW PREVENTION DEVICE TESTING.** Customers with testable backflow devices are responsible for completing device testing according to the Utility schedule, available in the Utility office. 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. In the event that a Customer does not comply with the testing requirement or does not make repairs necessary to maintain full functionality of the device, the water service will be disconnected as a dangerous condition, pursuant to the Utility's Cross Connection control Program and to Chapter 660 of the Commission's Rules and Regulations.

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

**22. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to Chapter 620 of the Commission's Rules and Regulations, as a condition of service, Customers may not install or use any device which will affect the Utility's pressure or water quality without the Utility's prior 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, as a condition of service, 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.

**24. 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.

**25. CONSERVATION.** The Utility encourages all Customers to minimize 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 for all Customers, including but not limited to, the use of hoses and lawn sprinklers. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the

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health and safety of the water system.

### **26. METERING, NEW SERVICE LINE AND MAIN EXTENSION POLICIES.**

**A. Separate Metering of Buildings or Mobile Homes.** No Customer shall supply water to another, or 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 or mobile home 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 shut-offs 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 shut-off 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 Utility may charge a Customer for costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to Customer negligence or improper care. During the normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, the charge will be \$50.00 per man-hour with a minimum charge of one hour; during holidays and outside normal business hours, there will be a 2 hour minimum charge of \$120.00 per man-hour. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. As specified in Section 11 of these Terms and Conditions, if snow, ice or other obstacles must be removed to complete the requested repair, total hours and equipment fees for the removal service will be added to the totals for this section and calculated together.

**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 under the following circumstances:

- The Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances; or
- The service location makes discovery of a leak unlikely; or
- The Customer's portion of the Service Pipe has been constructed of inferior materials or otherwise makes leaks or failure a likely occurrence; or
- The Customer does not furnish an otherwise suitable location for the meter.

The Customer will select a Utility-approved contractor for the installation, excluding for the meter, which will be provided and installed by the Utility at no cost to the Customer. If the Utility is selected as contractor, the work will be done as jobbing, as detailed in Section 29 of these Terms and Conditions. All work and materials must comply with the Utility's approved standards and specifications, available in the Utility office.

The Utility reserves the right to inspect all materials and contractor work at no cost to the Customer prior to connecting the meter, and may require work to be redone if the standards and specifications are not met. If a follow-up inspection is required due to inadequate preparation by the Customer or contractor, or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s) at a charge of \$50.00 per inspection. The Customer must pay all inspection charges for this installation 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.

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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. 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.

**H. Extensions of Mains.** All water Main extensions shall be installed at the applicant's expense, as permitted in 35-A M.R.S.A. §6106. Procedures related to the application and installation, as well as ownership and maintenance of the Main after installation, shall be in compliance with Chapter 650 of the Commission's Rules and Regulations. The applicant must complete a Utility-provided application for the work and a financial agreement taking responsibility for all costs. The Utility reserves the right to engineer the plan or pre-approve the applicant's plan, as specified in Chapter 650. The applicant 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 be completed to State and local requirements and to Utility work standards and material specifications, which will be provided to the contractor. The contractor may be required to purchase materials from the Utility if no alternative, reliable source is available that ensures compatibility with the Utility's pipe and equipment.

Prior to the initiation of work, the Utility will give a written estimate to the applicant for all Utility-provided services and materials, and a deposit equal to 100% of the estimate will be collected. 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 applicant must pay the additional amount as a condition of service, as per the written agreement between the Utility and the applicant.

A Utility engineer will be present during the entire installation to manage and inspect the process, and costs will be charged to the applicant as detailed in the main extension agreement. If at any time, the Utility discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications, the Utility may stop the installation at the applicant's expense, and require the work to be redone.

**I. New Service Lines and Meters.** As permitted in 35-A M.R.S.A. §6106, each applicant for a new water service will be responsible for the costs of the entire Service Line, including permits for opening the pavement or boring across the road, if applicable, equipment rental, labor and materials and necessary appurtenances for installation, including the meter. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapter 620 of the Commission's Rules and Regulations.

The Customer will be responsible for obtaining the Utility's written approval for the installation prior to initiation of the work, and for contracting with Utility-approved professionals for the installation from the shut-off into the building, including the meter, the backflow preventer, meter horn, and all valves. All contractor charges will be paid by the Customer directly to the contractor.

The Service Line location will be set by the Utility, and must be installed to Utility standards and specification, available at the Utility office. Only Utility-approved materials may be used. The Utility reserves the right to inspect the materials and installation and must be notified before they are buried or enclosed. 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 installing the Service Line from the Main to the curb box shut-off, including excavation, tapping the main and piping across the road, if necessary. This work will be available during the regular business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. At its discretion, the utility may subcontract out any part of the installation.



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- The costs to the Customer for the Utility-provided labor, materials, equipment rental and subcontractors (as described above), will be calculated as follows: A charge of \$50.00 per man-hour for installing the service line from the Main to the shut-off, for tapping the Main, installing the meter and for the inspection and approval of contracted work.
- Costs of Utility-provided equipment rental, materials, and parts.
- Total costs, as billed to the Utility, for subcontractors deemed necessary by the Utility.
- This includes any and all costs for piping across the road as required, whether boring or opening the road, closing the road in compliance with State and local requirements, acquiring permits, flagging, and additional services, depending on the situation.

Prior to the onset of the work, a written estimate will be provided to the Customer, detailing the Utility-provided services and materials, and a deposit equal to the estimate will be collected. 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 a condition of service as per the agreement with the Utility.

**27. UTILITY JOBBING.** 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.

**28. FIRE HYDRANTS.** Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. In the event of fire extinguishment, the fire department will notify the Utility of hydrant use within a reasonable time of declaring the fire under control to allow for proper maintenance. 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.

**29. 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 Service Line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission's Rules and Regulations. Private fire protection charges are billed monthly. The Utility does not guarantee any quantity of water or pressure available through a fire protection service. The Utility may require the owner, as a condition of service, to determine, from time to time, the adequacy of supply through the fire service by conducting tests of the private system. If so required, sufficient notice must be given to the Utility so a representative of the Utility can be present to observe the test. The owner may also be required to perform certain additional tests and maintenance on the system, as a condition of service, to be consistent with the health or safety standards of the Utility and the water system.

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THOMAS R. TODD, SUPT.