



BOOTHBAY REGION WATER DISTRICT

Terms & Conditions

TERMS AND CONDITIONS
BOOTHBAY REGION WATER DISTRICT

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/s/ Jonathan E. Ziegra – General Manager

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/s/ Jonathan E. Ziegler – General Manager

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The following **Terms and Conditions** adopted by the Boothbay Region Water District and filed with the Maine Public Utilities Commission will, upon application for or acceptance of service, constitute a contract between the Customer and the District. 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.

The Customer is also compelled to abide by the provisions of the following as applicable. These policies may be found on the District website:

- *Boothbay Region Water District Policies and Procedures
- *Boothbay Region Water District, Cross-Connection Control Program

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

The District is further governed by the regulations of the Maine Public Utilities Commission, and by the "Rules Related to Drinking Water" administered by the Maine Dept. of Human Services, Bureau of Health, Division of Health Engineering, Drinking Water Program.

DEFINITIONS

Commission shall mean the Maine Public Utilities Commission.

Customer means any person, or business that has applied for or been accepted to receive or is either receiving District service or has agreed to be billed for District service. This term also includes a person or business that was a Customer of the same District within the past thirty (30) days and who requests service at the same or a different location.

District shall mean the Boothbay Region Water District acting through its Trustees.

Establishment means a location at which water service is sought or is being rendered.

Jobbing means work that the Utility agrees to do, at the Customer's expense, which is outside the scope of regulated Utility service.

Limited-Service Contract means a written agreement, approved by the Commission, under which the District agrees to provide, and the Customer agrees to accept, a substandard level of service as described in the contract.

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Main means a water pipe, other than a Service Pipe, which is owned, operated, and maintained by the District and used for the transmission or distribution of water.

Multi-Unit Establishment means any Establishment with more than one unit, including but not limited to condominiums, apartment buildings, mobile home parks, cottages, developments, and certain subdivisions.

Normal Business Hours are defined as 7:00 a.m. – 3:30 p.m. Monday – Friday (excluding holidays). The office is open to the public to transact business.

Other Hours means any hours that are not defined as Normal Business Hours.

Private Line means (1) A water line constructed prior to May 7, 1986 across private property to serve one or more Customers and not considered by the Utility to be a main; (2) except as provided under Chapter 65 §2 (c), 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 non-residential or industrial development upon which no other person has an easement or other rights of access for water line purposes.

Seasonal Customer means a Customer that regularly takes service for only a portion of the year. A Seasonal Customer will be subject to the rules and rates in effect.

Seasonal water service, from seasonal mains, will be from May 1st through October 1st. The District may elect to render service prior to May 1st or after October 1st at its discretion. Seasonal service to Customers served from year-round main will be by appointment, turn-on beginning about April 1st and shut-off will be by December 1st.

Seasonal Service Pipe means a Service Pipe which is fed from a seasonal water Main.

Seasonal Water Main means a water Main which is situated on or near the surface of the ground and is at risk of freezing during the winter months. Mains that must be removed from service prior to the arrival of freezing weather.

Service Pipe. “Service Pipe” and “Service Line” mean the pipe running from the water Main to the Customer’s Establishment.

Short-Term Seasonal Rental Property means seasonal rental property for which the rental period is less than one month.

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Temporary Establishment means an Establishment that the District believes to be of a temporary nature after considering the location, setting, structures, and use of the Establishment. The absence of a cellar or permanent foundation shall not be the sole criterion used by the District in determining that an Establishment is of a temporary nature.

Fee Schedule	*All fees are per person, per hour, one (1) hour minimum, unless otherwise noted.		
Term	Description	Page	Fee
7	Charges for Establishment of Service		
	No Onsite Visit Required	6	\$39.00
	Onsite Visit During Normal Business Hours	6	\$77.50
	Onsite Visit During Other Hours	6	\$116.75
8	Charges for Restoration/Reconnection of Service		
	Normal Business Hours	6	\$77.50
	Other Hours	6	\$116.75
	Seasonal Service Fee (Flat Fee)	6	\$155.00
9	Collection Trip Charge	6	\$39.00
10	Return Trip Charge	6	\$77.50
11	Disconnection of Leased or Rented Property	7	\$155.00
12	Charges for Removal of Snow, Ice, or Other Obstacles During Disconnection or Reconnection Requested by the Customer		
	Normal Business Hours	7	\$77.50
	Other Hours	7	\$116.75
14	Unauthorized Use of Water		
	Normal Business Hours	8	\$77.50
	Other Hours	8	\$116.75
26.3	Charges for Repairs or Replacement of Damaged Meters and Other District Equipment		
	Normal Business Hours	16	\$77.50
	Other Hours	16	\$116.75
26.4	Meter Testing (Deposit)	16	\$77.50
26.7	Service Lines and Meters		
	Normal Business Hours	17	\$77.50
	Other Hours	17	\$116.75

1. **DISTRICT SERVICE AREA.** Pursuant to 2001 Maine Private and Special Law Chapter 15 approved May 9, 2001 and amended in 2012, the District is permitted to serve the Town of Boothbay, the Town of Boothbay Harbor and the Town of Southport, as specified in said Chapter, for purposes of supplying the inhabitants with pure water for domestic, sanitary, manufacturing, and municipal purposes.

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2. **APPLICATION FOR SERVICE.** Pursuant to **Commission Rules, Chapter 62**, the owner, or the owner's agent, or the occupant of the Establishment to be served must apply for service, or a change of service, on forms provided by the District.

The District shall review an application for new service for completeness and shall inform the applicant that service can or cannot be provided or that additional information is needed before a decision to render a service can be reached. The reasons for service denial shall be listed. Additional data that may be required includes, but are not necessarily limited to, the following:

- a. Average water demand in gallons per day;
- b. Peak demand in gallons per day;
- c. Fire and sprinkler system demand in gallons per minute;
- d. Minimum service pressure required under the above flow conditions at the point of connection of the service to the District's main;
- e. Engineering design and detail construction plans and specifications prepared by a Registered Professional Engineer in Maine;
- f. Regulatory approval of proposed development or subdivision.

In accordance with **Docket 2012-00129**, if Short-Term Seasonal Property, only the property owner of the Establishment to be served 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 MRS §706(2)**, and **Commission Rules, Chapter 660**.

A Seasonal Customer regularly vacating the premises for three months or less may elect in writing to be classified as an Annual Customer subject to rates currently in effect, notwithstanding any requested temporary suspension of service.

The District shall determine the size of the meter, which shall be reasonable in view of the nature of the water service to be provided. If a new service connection or other work on the owner's premises is required, the owner must authorize the District to enter the premises to do the necessary work.

3. **BILLING PROCEDURES.** Minimum charges for annual metered service will be billed in ~~advance~~ **arrears**, on a quarterly basis. Water usage in excess of the minimum for metered service shall be billed quarterly in arrears. The District does reserve the right to render bills monthly.

Seasonal minimum charges and **Private Fire Protection** will be billed on or about April 1st, ~~when the water is turned on, but no later~~ **and cannot be cancelled** later than July 1 of each year. Bills will be rendered at the end of the season after the final reading for any consumption in excess of the minimum quantities. The District reserves the right to render bills quarterly or monthly for excess water used by seasonal Customers. No seasonal water meter will be installed until any past due balance.

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is paid in full, or a payment arrangement has been established in accordance with **Commission Rules, Chapter 660**.

Private Fire Protection for Annual Customers will be billed in arrears.

Public ~~and Private~~ Fire Protection Services are billed quarterly in advance. The District reserves the right to bill monthly.

Permanent service disconnection or scheduled service interruption must be in writing and have a twenty-four (24) hour advance written notice.

4. **CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and non-residential Customers will be based upon **Commission Rules, Chapter 660, and Chapter 870**.

The District may demand a deposit from a Customer as permitted by **Commission Rules, Chapter 660**. Pursuant to **Commission Rules, Chapter 870**, the interest rate on Customer deposits shall be the rate set by the Commission.

Annual and Seasonal bills are due and payable upon presentation and are past due when they have not been paid by the due date. The due date must be no less than twenty-five (25) days after the bill is mailed, hand-delivered or electronically mailed to the Customer. A bill is considered mailed on the date it is postmarked. If there is no postmark, the District shall date the bill and mail on or before the date on the bill.

Late payment charges may be assessed for overdue bills that are not paid by the due date. The late payment charges will be no more than the maximum amount allowed under **Commission Rules, Chapter 870**, to be determined annually.

5. **TERMS OF PAYMENT.** Pursuant to **Commission Rules, Chapter 660**, if the due date for payment falls on a Saturday, Sunday, legal holiday, or any other day when the District's offices are not open for business, the District shall extend the due date to the next business day.

If the Customer sends payment by mail, payment is made on the date the District receives the payment in accordance with **Commission Rules, Chapter 660**.

It is the Customer's responsibility to provide correct billing addresses. Failure of the Customer to receive their bill does not relieve them of the obligation of payment nor from the consequences of non-payment.

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/s/ Jonathan E. Ziegler – General Manager

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6. **CHARGE FOR RETURNED CHECKS.** As provided in **Commission Rules, Chapter 870**, any Customer whose check is returned for non-payment to the District by a financial institution will be charged the greater of **\$5.00** per account to which the check is to be applied or the amount the financial institution charges the District, not to exceed **\$15.00** for each check returned for non-payment. If the Customer is charged more than **\$5.00**, the District shall furnish the Customer with a copy of the financial institution's charges upon request.
7. **CHARGES FOR THE ESTABLISHMENT OF SERVICE.** The District will charge **\$39.00** to establish water service if it is not necessary for the District to visit the premises to connect the service. If it is necessary for the District to visit the premises, the District will charge **\$77.50** during Normal Business Hours and **\$116.75** during Other Hours. Establishment of service charges are due and payable prior to service connection.
8. **CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The District will charge a Customer a Restoration/Reconnection fee for restoration of service at the Customer's premises for any reason allowable under **Commission Rules, Chapter 660**, and these **Terms and Conditions**. The Restoration/Reconnection will be **\$77.50** during Normal Business Hours and **\$116.75** during Other Hours. The District reserves the right to waive the Restoration/Reconnection charge in the case of a Customer request to reconnect service during Normal Business Hours following repairs to private plumbing.
- The District will charge a Seasonal Service Fee of **\$155.00** to Customers regularly vacating their premises and requiring removal of their water meter. Seasonal Service Fees will be billed when the water is turned on.
9. **COLLECTION TRIP CHARGE.** Pursuant with **Commission Rules, Chapter 660**, if District personnel visit the Customer's premises to disconnect service for non-payment, and in lieu of disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the District will charge the Customer a Collection Trip fee of **\$39.00**.
10. **RETURN TRIP CHARGE.** The District may charge the Customer a Return Trip charge of **\$77.50** when the Customer fails to appear for their scheduled appointment. Customers must cancel scheduled appointments with the District at least one (1) hour in advance to avoid the charge.

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/s/ Jonathan E. Ziegra – General Manager

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- 11. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the District shall comply with the notice requirements contained in **Commission Rules, Chapter 660** and offer the tenant the right to take responsibility for future payments.

Leased or Rented Single-Meter, Multi-Unit Residential Property. In addition to the above, before disconnecting a leased or rented single-meter, Multi-Unit residential property, the District shall:

- a. Apply any existing deposit to the current account balance; and,
- b. Assess, against the property owner, a collection fee of **\$155.00**.

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

- 12. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTION OR RECONNECTION REQUESTED BY THE CUSTOMER.** The Customer is 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 District must clear the area to perform the requested disconnection, the District will charge the Customer **\$77.50** per person, per hour, one (1) hour minimum during Normal Business Hours and **\$116.75** per person, per hour, one (1) hour minimum during Other Hours, plus the cost of equipment rental, if applicable.

- 13. SERVICE INTERRUPTION.** Water service may be interrupted when necessary, to repair or maintain the District delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety, or substantial property damage; or for reasons of local, state, or national emergency. If an interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four (24) hours in advance of the interruption of service. The District will notify Customers when practicable of the cause and duration of any unplanned shut off. **Commission Rules, Chapter 660 and Chapter 62** provide detail about reasonable notice to affected Customers.

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- 14. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in their application without District approval. No Customer or their agent shall obtain water from any hydrant or other fixture of the District without the prior consent of the District. No Customer or their agent shall bypass any meter, nor restore service without District authorization, nor unreasonably interfere with District 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 **Commission Rules, Chapter 660**. In addition, the District 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 District's approved rates, plus interest at an annual rate of five (5) percent.

Where the unauthorized use of water has occurred, the District may also assess the Customer a fee of **\$77.50** per person, per hour, one (1) hour minimum, during Normal Business Hours and **\$116.75** per person, per hour, one (1) hour minimum during Other Hours, 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. In no case shall the total of such hourly fees exceed **\$100.00**.

In addition, pursuant to **Title 35-A MRS §2706** as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the District for all other reasonable costs to the District, 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 District for each violation.

- 15. NO TAMPERING WITH DISTRICT PROPERTY.** No person may tamper with District property. No valve, valve sealing mechanism, meter, shutoff, hydrant, or standpipe that is the property of the District shall be opened or closed or otherwise operated, modified, or removed by persons other than authorized by the District. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in these **Terms and Conditions §14, *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 MRS §2707**, as amended or replaced.

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/s/ Jonathan E. Ziegler General Manager

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- 16. MAINTENANCE OF PLUMBING.** Pursuant to **Commission Rules, Chapter 62**, a Customer must maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing and heat damage. If damage does occur, the Customer is liable for any expenses incurred. A leak or break considered a danger to the water system will be cause for immediate disconnection of the Customer. When 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 District and will be given a reasonable amount of time to repair the leak. If the repair is not completed by that time, the Customer will be subject to disconnection, pursuant to **Commission Rules, Chapter 660**.
- 17. ACCESS TO PREMISES.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, employees of the District providing proper identification to either the Customer or owner, shall have reasonable access to all premises served by the District, at all reasonable hours, to permit the inspection of all 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 District will only be liable for damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in **Title 14 MRS, §741**. The District will not be responsible for any damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the District for any particular purpose.
- 19. CROSS CONNECTIONS.** Pursuant to **Commission Rules, Chapter 62**, as a condition of service, no cross connection between the public water system and any other supply will be allowed unless properly protected, based upon the Maine State Department of Health and Human Services and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the District. In addition, no connection will be permitted capable of causing backflow, including back-siphonage or back-pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet and a 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 District, the District may disconnect the service according to **Commission Rules, Chapter 660**.

The District's Cross Connection Control program is on file at the District office and Maine State Department of Health and Human Services.

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/s/ Jonathan E. Ziegler – General Manager

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20. BACK-FLOW PREVENTION DEVICE TESTING. Customers with testable back-flow devices are responsible for completing device testing according to the District schedule, available in the District office. The Customer must select a certified professional to comply with this requirement and pay the charges for the testing, and for any necessary repairs directly to the contractor. Upon completion, the Customer must send the District a copy of each signed certified test. If 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 District's Cross Connection Control Program and **Commission Rules, Chapter 660**.

21. STOP AND WASTE VALVE. Pursuant to **Commission Rules, Chapter 62**, as a condition of service, 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. Additionally, the District may require a second valve located after the meter. 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 **Commission Rules, Chapter 62**, as a condition of service, Customers may not install or use any device that will affect the District's pressure or water quality without prior written consent of the Boothbay Region Water District General Manager.

If permission is granted, the District may require the Customer to confine or reduce such fluctuations to limits determined by the District. Failure to comply may result in termination of service in accordance with **Commission Rules, Chapter 660**.

23. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES. Pursuant to **Commission Rules, Chapter 62**, 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 system supplied by an automatic feed valve. Water service to any Customer not providing such protective devices will be strictly at the risk of the Customer and the District will not be held liable for damage resulting from the lack of, or failure of, such protective devices.

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- 24. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to **Commission Rules Chapter 62**, the District shall not place water Main or Service Pipes in the same trench with facilities of other utilities. The District shall provide a horizontal separation of ten (10) feet between water Mains and Service Pipe and facilities of other utilities.

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.** All Customers must prevent unnecessary waste of water, as determined by the District. Pursuant to **Commission Rules, Chapter 62**, when necessary to conserve the water supply the District may restrict or prohibit waste or improper usage, including but not limited to the use of hoses and sprinklers.

Permanent Lawn and Shrub Irrigation Systems. All seasonal and year-round in ground lawn and shrub irrigation systems must be served from a separate and single service line from the main. These shall be separately metered and have proper cross-connection control.

Mandatory Water Use Restrictions. Mandatory water use restrictions will implemented when the Adams Pond contains 120,000,000 gallons of usable water. These restrictions will include:

1. Irrigation of lawns and sports fields is prohibited
2. Irrigation of plants, shrubs, and vegetable gardens is prohibited, except as noted below:
 - a. Nurseries and retail vegetable outlets may water by means of bucket, can or hand held hose equipped with a nozzle that will shut off automatically when dropped
3. The non-commercial washing of vehicles is prohibited, except as noted below:
 - a. Businesses engaged exclusively in car washing; and
 - b. In those instances where a threat to public health may exist, (i.e., the interiors of ambulances)

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4. The use of water in the sweeping or washing of streets, driveways, sidewalks or paved areas is prohibited.
5. The use of water for flushing sewers, storm drains or catch basins is prohibited by municipalities or any public or private entity with the exception of averting a threat to public health or safety.
6. The use of fire hydrants by fire departments for non-essential use such as testing equipment or department drills, will be observed unless the fire chief determines such use is essential to public health and safety.
7. The use of water for outdoor recreational purposes is prohibited including the watering of golf courses, clay tennis courts and filling of swimming pools.
8. The use of any water for ornamental purposes, including fountains, artificial waterfalls and reflecting pools is prohibited.

In the event one or more prohibitive restrictions are violated, the District will issue a verbal warning explaining the violation and the imposed mandatory prohibitions. If a second violation is observed for the same Customer, then the District may install a flow restrictive device in the Customer's service line or terminate service for a period not to exceed 24 hours.

The District will file with the Commission a letter stating when the mandatory non-essential use prohibition is in effect and when the required prohibition period is no longer needed.

Voluntary conservation is always encouraged.

26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS. General Requirements. The Customer may receive water through a meter upon application to the District. In accordance with **Commission Rules, Chapter 62** and **Chapter 65**, meter size is to be determined by the District. All water sold by the District shall be based on meter measurements or as otherwise provided for in its rate schedules.

26.1. Metering. No Customer shall supply water to another, nor use it for purposes not mentioned in their application without prior written District approval. At its discretion, the District reserves the right to require separate piping and a separate meter and shut-off for each building as a condition of service, except as provided in **Commission Rules, Chapter 62**, and **Chapter 65**.

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/s/ Jonathan E. Ziegler - General Manager

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Where there is more than one (1) abode or business in a building supplied with water, the District may require plumbing must be arranged by the owner to permit separate piping, a separate meter and shut-off for each place of business or abode in locations acceptable to the District. All District Customers are required to have water meters which will be installed, maintained, and read by the District. The cost of the meter, appurtenances, and installation shall be borne by the Customer, unless otherwise agreed upon, before service is rendered.

The Customer must provide a warm, dry, and accessible location for the meter. All meter installations shall be in accordance with the District's requirements, standards, and specifications. The District, at its discretion, may require Customers to relocate existing meters, piping, shut-off and appurtenances, at the property owner's expense, as a condition of service, and in accordance with the District's standards and specifications.

26.1.a. Meter Location. Single-Family Residential. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under a residence.

The water meter shall be located in the basement or mechanical/utility room if one is available.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room.

All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface.

Meters, once set, may be changed in location at the request and expense of the Customer. Only an agent of the District may approve the meter relocation. For new installations of meters one and one-half inches and larger in nominal size, the piping arrangements shall be in accordance with the requirements of the District.

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/s/ Jonathan E. Ziegra – General Manager

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued).

A rear building served by a water line through the front building, in accordance with these **Terms and Conditions** by date approved and effective, may continue in this manner if both are on the same lot and under the same ownership regardless of any major repairs to the Service Line to the front building. The main water service shall not be branched. If the rear building is sold, replaced, or the property is divided, a new direct Service Line with separate meter(s) shall be installed in accordance with these **Terms and Conditions**.

26.1.b. Apartments, Duplexes, Condominiums and Non-Residential Buildings. The District requires all new multi-tenant buildings to be individually metered. The owner shall bear the cost of the meters and installations. The installation of the individual meters shall be installed in a common location, with keyed access from the exterior of the building and shall be installed in accordance with the District's requirements. If meters cannot be installed in a common location with access from the exterior of the building, then individual Service Lines with curb stop valves must be installed into the building.

The water meter shall be placed where the water Service Line comes through the basement wall or basement floor. Where no basement is provided, the meter shall be placed where the Service Line comes through the floor of the mechanical/utility room. All water meters installed within buildings shall be within forty-eight (48) inches from where the water service first penetrates the floor or wall of the structure. The water meter shall be set at a height not less than twenty-four (24) inches and not more than forty-eight (48) inches above the floor surface. Meters shall be located in a clean, dry, warm, and easily accessible location. Meters may not be located above the first or ground floor level under any circumstances. No water meters may be installed in a crawl space under any building.

Meters, once set, may be changed in location at the request of the Customer, at the Customer's expense. Only an agent of the District may approve the meter relocation.

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued).

26.1.c. Mobile Homes. Pursuant to these **Terms and Conditions** by date approved and effective, water meters for new or replacement mobile homes placed on concrete, paved or gravel slabs shall be located inside the home in a warm, dry and accessible location. The meter may not be installed under the home. Mobile homes placed on full basement foundations are considered Single Family Residential in accordance with these **Terms and Conditions** §26.

The safety of District employees is paramount. If a water meter is located under the mobile home, the District requires the Customer to provide safe access to the meter for service work by removing the skirting, all insulation, and heat tape where the meter is located prior to the arrival of District personnel. The Customer will be responsible for reinstalling the insulation, heat tape and skirting once the service is complete. Failure of the Customer to provide safe access to the water meter as described above will result in disconnection pursuant to **Commission Rules, Chapter 660**.

26.1.d. Mobile Home Parks. Mobile home parks whose water distribution system is not owned and maintained by the District shall be metered at the point of entry of the water Service Line onto the property, with a single master-meter. The master-meter shall be placed inside a structure meeting the District's effective specifications. The meter structure (pit or above ground building) shall be owned, installed and maintained by the Customer in good repair at the Customer's expense.

26.1.e. Multi-Unit, Time-Share Development Units. Multi-Unit time share development units shall be required to have a separate meter. All meters within the same time-share development complex shall be classified as Short-Term Seasonal Rental Property and billed to the owner, association, corporation, or other responsible entity.

26.1.f. Campgrounds and RV Parks. The District reserves the right to approve, at the owner(s) request, the master-metering of Multi-Unit or multi-site campgrounds and RV parks that are principally used by transient guests.

Campgrounds and RV Parks that subsequently convert individual sites or units to non-transient use shall be required to individually meter each site or unit.

Effective Date: February 1, 2022
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/s/ Jonathan E. Ziegler – General Manager

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued).

26.1.g. Non-Drivable Islands. Non-drivable islands shall be metered at the curb-stop located on the mainland, with a single master-meter. The master-meter shall be placed inside a structure meeting the District's effective specifications. The meter structure shall be owned, installed and maintained by the Customer in good repair at the Customer's expense. Notwithstanding any other provision to the contrary, this provision does not apply to, or have any effect on, non-drivable islands served in any way by the District prior to January 1, 2022.

26.2. Sub-Metering. Additional or auxiliary meters, for the purpose of showing sub-division of water use, must be furnished, installed, read and maintained at the Customer's expense.

26.3. Charges for Repair or Replacement of Damaged Water Meters and Other District Equipment. Pursuant to **Commission Rules, Chapter 62**, the charges to Customers for costs incurred for the repair or replacement of meter(s) or other District equipment damaged due to improper care or negligence by Customers will be **\$77.50** per person, per hour, one (1) hour minimum during Normal Business Hours and **\$116.75** per person, per hour, one (1) hour minimum during Other Hours.

In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter. Meters larger than 1" must be replaced when frozen. As specified in these **Terms and Conditions §12, Charges for Removal of Snow, Ice, or Other Obstacles During Disconnections Requested by the Customer**, 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 total charge for this section.

26.4. Meter Testing. The District will test its water meters according to the schedule and standards in **Commission Rules, Chapter 62**. Upon Customer request, the District 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 eighteen (18) month period.

If the Customer requests a test more frequently, the District may require the Customer to pay a deposit of **\$77.50** 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 District will adjust the Customer's bill according to the provisions of **Commission Rules, Chapter 62**.

If the meter conforms to standards, the District may keep the Customer's deposit and continue to use the meter at the Customer's premises.

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued).

26.5. Meter Pits and Vaults. The District discourages the use of meter pits or vaults, due to accessibility and safety issues. The use of meter pits or vaults will be considered on a case-by-case basis and requires prior written District approval in accordance with **Commission Rules, Chapter 62.**

Meter pits or vaults must be installed and operated in accordance with the District's current specifications. The ownership, installation, and maintenance of all meter pits and vaults shall be, and remain, the responsibility of the Customer.

The meter pit or vault must be located on the Customer's property as close to the property line as possible. The meter pit or vault must always be installed in such a manner to keep the pit or vault clean and dry.

All piping and valves within the meter pit or vault must be installed in accordance with the District's specifications. As specified in these **Terms and Conditions §26.7, Service Lines and Meters**, the District reserves the right to inspect the materials and installation and must be notified before they are buried, and/or enclosed.

26.6. Plan Reviews. In accordance with **Commission Rules, Chapter 65**, if it is necessary for the District to provide detailed engineering design/review for sub-divisions and/or non-residential entities, the Customer shall pay the estimated cost of the design/review prior to the commencement of the design/review.

26.7 Service Lines and Meters. As permitted in **Title 35-A MRS §6106**, each applicant for a new water service must complete a written application and the District reserves the right to pre-approve the design. All new Service Lines shall be installed at the Customer's expense, in accordance with the District's standards and material specifications.

The Customer may choose to contract with the District to install the Service Line from the Main to the curb-stop, or contract with a District approved private contractor to complete the installation. The District shall own and maintain the Service Line portion of all Service Pipes that extend from the Main to the curb stop (shut off valve). The curb stop shall normally be located at the limit of the public way or in the District's right-of-way. The District will be responsible for all Service Lines within the limits of a highway or right-of-way. On Seasonal Mains the District is responsible for the shut-off/ball valve at the Main.

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued)

If a public way must be crossed, such crossing shall be installed in accordance with the District's standards and material specifications and be installed by the District. If a public way must be crossed, the crossing must be approved by the town or state, whichever governs specific public way to be crossed and by the District. With prior approval, the District may allow the Customer to hire a District approved contractor for the entire installation, and all costs shall be borne by the Customer.

When a Customer thaws a frozen Service Pipe and it cannot be determined whether it was frozen on the District's portion of the pipe or the Customer's portion, on half of the cost of thawing the pipe shall be borne by the District.

The District is solely responsible for determining the location of the freeze. Any Customer working on a frozen service where they feel there may be a frozen condition on the District's side of the curb stop, must have the District present at the time the determination is made and prior to any thawing procedures commence. The District has no obligation to honor any claims for thawing service mains if freeze location is not first verified by the District.

As permitted in **Title 35-A MRS §6106**, and **Commission Rules, Chapter 62**, the Customer shall install at the Customer's expense, and shall own and maintain the Service Pipe(s) from the curb stop to the Customer's premises. On non-drivable islands, the Customer shall own and maintain the Service Pipe(s) from the curb stop to the Customer's premises, including the Service Pipe(s) under water. The costs incurred by the Customer shall include equipment rental, labor, materials, and necessary appurtenances for installation, including the meter. The District shall require individual Service Pipe(s) for individual properties, lots, or land parcels regardless of ownership of the properties, lots, or land parcels and that the Service Pipe(s) is installed in accordance with the District's standards and material specifications.

The Customer will be responsible for obtaining District approval for the work. In addition, the Customer will contract with a District approved professional for the excavation and installation from the curb stop into the building and for the piping across the roadway, if necessary. The Customer will pay all contractor charges.

The Service Pipe(s) location will be set, or reviewed, by the District prior to excavation and must be installed to applicable plumbing codes and to the District's standards and material specifications, which are available at the District business office. The District reserves the right to inspect the materials and installation and must be notified before they are buried and enclosed.

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/s/ Jonathan E. Ziegler - General Manager

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26. METERING, NEW SERVICE LINE, AND MAIN EXTENSIONS (continued)

If a site visit has been scheduled, and the District must later return to the premises due to inadequate preparation by the Customer or contractor, or lack of adherence to the District's specifications, the Customer will be responsible for the cost of the additional visit(s).

The District will be responsible for the installation of the meter and other related appurtenances during Normal Business Hours. At its discretion, the District may sub-contract any part of this work. The costs to the Customer for all District installed and sub-contacted portions of the installation are the cost of necessary labor shall be **\$77.50** per person, per hour, one (1) hour minimum during Normal Business Hours and **\$116.75** per person, per hour, one (1) hour minimum during Other Hours plus materials and equipment rental, if applicable, including the cost of the meter.

A written estimate will be provided to the Customer for the District's portion of the work, and a deposit equal to the estimate will be collected to be applied to the cost of the installation, prior to the District performing the work. Upon completion, final reconciliation of the job costs will be provided, and if applicable, the District will return any excess deposit at that time. If the actual cost exceeds the deposit, as a condition of service, the Customer must pay the additional amount as per the written agreement between the District and the Customer.

Annual Customers who permanently disconnect from the District and/or Seasonal Customers who no longer want seasonal water, will have their meters rotated back into inventory for re-issue after two consecutive years of account inactivity.

26.8. Remote Reading Registers. The Customer shall pay for the remote register and installation. Pursuant to **Commission Rules, Chapter 62**, the equipment shall be owned and maintained by the District.

26.9. Extensions of Mains. All water Main extensions shall be installed in accordance with the District's standards and material specifications. All requests for water Main extensions shall be treated in accordance with **Commission Rules, Chapter 65**. Upon request of a potential Customer or Customers for a Main extension, the District will prepare, without charge, a preliminary sketch, general specifications, such as size, type of pipe, and an estimate of actual costs of the proposed water Main extension, and separate estimates of the cost-of-Service Pipe(s) to serve the Customers requesting the Main extension. If the Customer proceeds with the construction a deposit equal to the estimate will be collected prior to the District performing the work. A final reconciliation of the job costs will be done upon completion, and if applicable, the District 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.

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27. 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 District unless the Customer assumes all extra expense over ordinary construction costs.

28. TEMPORARY SERVICE. In accordance with **Commission Rules, Chapter 62**, when impractical for the District to provide water service directly to a Customer, water may be furnished temporarily from an adjacent property receiving service. Both the District and the owner of the adjacent property receiving service must authorize the use of temporary service. The Customer requesting water service will be responsible for all expenses associated with providing temporary service to the premises.

The District shall have no obligation to make an investment to serve a temporary Establishment. If however, service is installed at the Customer's expense and water service is taken for the following five (5) consecutive years after the initial provision of service, or if the factors causing the District to believe that the Establishment was temporary are removed, the Establishment shall be considered permanent and the District shall refund to the Customer any expenses borne by the Customer which would otherwise have been borne by the District with interest compounded annually.

29. DISTRICT JOBBING. In accordance with **Commission Rules, Chapter 62**, Jobbing is the provision of unregulated District services, such as construction services. If the District agrees to do work outside the scope of regulated District service for a Customer at the Customer's expense, the District may require an advance payment equal to the District's written estimated cost of work. At the completion of the work, any excess over the actual bill for services will be returned, or applied as credit to actual water bill, and any amount due in excess of the advance payment will be payable. Jobbing rates are established annually by the District and are available upon request.

30. PRIVATE FIRE PROTECTION. Customers requesting Private Fire Protection must contact the District 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, with a separate service connection. Any special fire Service Line within the public right-of-way will be owned and maintained by the District and will be considered a Main for purposes of these **Terms and Conditions**. Private Fire Protection Service Lines shall be considered Service Pipe(s) for the purposes of these Terms and Conditions and shall not be used for domestic water use. Rates for district types or sizes of private fire protection are available in the District's Rate Schedule. The District does not guarantee any quantity of water or pressure available through a fire protection service.

Any Customers choosing to test/flush Service Pipe(s) or apparatus must give the District at least two (2) business days' notice so a representative of the District can be present to observe the test. The Customer must first receive the written permission of the District. The Customer must also compensate the District for both the actual costs of any public notice of the test/flush, determined by

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the District to be reasonable and necessary, and also the cost of any flushing of the system determined by the District to be reasonable or necessary to correct any discoloration of water caused by the Customer's test/flushing.

Customers wishing to cancel fire service protection for the winter months, must notify the District by 1 September of that year in writing, and must have permission in writing from the appropriate fire department official. Temporary shut off will not be made by the District until the prescribed notice has been made.

Customers wishing to permanently cancel fire service protection must have permission in writing from the State Fire Marshall and notify the District in advance in writing. Permanent disconnection will require removal of all internal connections and appurtenances. The fire Main must be capped at the entrance of the building to the District's satisfaction.

- 31. FIRE HYDRANTS.** Fire hydrants, both public and private, may not be used for any purpose other than to extinguish fires unless prior permission is given by the District. In the case of training exercises, notification shall be made to the District, prior to and immediately after completion. In the event of fire extinguishment, the fire department will notify the District of hydrant use within a reasonable time of declaring the fire under control to allow for proper maintenance.

The District reserves the right to meter any fire line where it has reason to believe water is being taken for purposes other than fire protection.

- 32. APPEAL TO THE COMMISSION.** In the case of any disagreement or dispute regarding the application of any provision of these **Terms and Conditions**, or in circumstances where the application of rules appear unjust, either the District or the Customer may refer the matter to the Maine Public Utilities Commission for good cause shown.

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/s/ Jonathan E. Ziegler - General Manager