

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 1

The following Terms and Conditions made by the Lubec 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 are general as provided by MPUC rules including Chapter 620, 650, 660, and 870.

- "Lubec Water," "utility," "LWD", or "District" refer to the Lubec Water District.
- "Bill" is a statement – printed or electronic – that provides the status of a Lubec Water account. Connected/reconnected service" means water is available through the curb stop.
- "Customer" is any person, business, or government entity that has applied for, been granted, or is receiving service or has agreed to be billed for water service. It also means a person or business that was a Lubec Water customer within the last 30 days who requests service at the same or different location.
- "Disconnected service" means water is not available through the curb stop. It may be voluntary or involuntary, temporary, or permanent.
- "Establishment" is a location at which water service is sought or is being rendered. "MPUC" refers to the Maine Public Utilities Commission.
- "Outside" or "after" regular business hours are defined as times when the business office at 157 Pumping Station Road is not open for business.
- "Regular business hours" are defined as hours during which Lubec Water's business office at 157 Pumping Station Road is open to the public to transact business. These hours are 8:00 a.m. –3:30 p.m. Monday – Friday (excluding holidays or emergency closings).
- "Service line or service pipe" means the pipe running from the main to the customer's

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 2

establishment.

- “Dwelling” means a house, apartment, rental unit, or other place of residence, including but not limited to portable storage sheds.
- “Water main” means a water pipe owned, operated, and maintained by the utility which is used to transmit or distribute water, but is not a water service pipe nor a private line as defined in MPUC Chapter 620.

**1. UTILITY SERVICE AREA.** Pursuant to 2003 Private & Special Law, Chapter 15, amending the Charter of the Lubec Water and Electric District, the Utility is permitted to serve the inhabitants within the boundaries of the Town of Lubec.

**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. If seasonal rental property, only the property owner may be an applicant for service. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706(2), Chapter 660 of the Commission's Rules and Regulations and under Section 12 below. If a new service connection or other work on the establishment is required, the owner must authorize the Utility to enter the premises to do the necessary work.

**3. SEASONAL CUSTOMER.** A seasonal Customer regularly takes service for only a portion of the year from either a summer or year-round main. A seasonal Customer will be subject to the rules and charges of seasonal rates in effect. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to annual rules and charges. A seasonal customer is defined as having service one day to nine months.

**4. BILLING PROCEDURES.** Minimum meter charges for annual metered service shall be billed quarterly in advance and water used in excess of the minimum for annual metered service shall be billed quarterly in arrears at the end of the billing quarter. The Utility reserves the right to render bills monthly if it so desires.

Seasonal minimum meter charges will be billed immediately after the meter is set for the seasonal water used in excess of the minimum shall be billed immediately after the final reading for the season. The Utility reserves the right to render bills quarterly for excess water used by seasonal Customers.

Public fire protection charges shall be billed in advance each year on a quarterly basis. Private fire protection charges shall be billed in advance each year on a semiannual basis. The Utility

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 3

reserves the right to bill public and/or private fire protection charges on an annual, semiannual, or quarterly basis, as deemed preferable.

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 offices of the Utility or at any designated collection station. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of its payment nor for the consequences of non-payment. All bills will receive a processing fee of **\$5.00** for every disconnect notice sent in the mail.

After hour emergency calls will be subject to a **\$52.50** flat fee.

**5.CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 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.

**6.TERMS OF PAYMENT.** Customers are legally obligated to pay for the services they receive. Bills are payable upon being issued. Failure of the Customer to receive his/her bill does not relieve him/her of the obligation of payment for services received nor for the consequences of non-payment. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action will be no less than 25 days after the bill is mailed or hand delivered. The late payment charge for overdue bills will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually.

**7.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.

**8.COLLECTION TRIP FEE.** If Utility personnel visit the Customer's premises to disconnect service for non-payment and in lieu of actual disconnection the Customer pays or makes a payment arrangement for the entire past due balance, the Utility will charge a collection fee of **\$35.00**, as permitted in Chapter 660 of the Commission's Rules and Regulations.

**9.CHARGES FOR ESTABLISHMENT OF SERVICE.** The Utility will charge **\$20.00** 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 a **\$54.00** flat rate during the normal business hours of 8:00 a.m. to 3:30 p.m., Monday through

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 4

Friday. During holidays and other than abnormal business hours, the charge will be a **\$80.00** flat rate.

**10. CHARGES FOR NON-SEASONAL RESTORATION/RECONNECTION OF SERVICE.** The Utility will charge a customer, whether annual or seasonal, a reconnection fee to restore 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, excluding seasonal restoration of service. The charge will be a **\$45.00** flat rate during the normal business hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. During holidays and other than normal business hours, the charge will be a **\$80.00** flat rate.

**11. CHARGES FOR NON-SEASONAL DISCONNECTION OF SERVICE AT CUSTOMER'S REQUEST.** The Utility will charge a customer, whether annual or seasonal, for disconnection of service at the Customer's request, with the exception of seasonal disconnection of service. The charge will be a **\$45.00** flat rate during the normal business hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. During holidays and other than normal business hours, the charge will be a **\$80.00** flat rate. Removal of Snow Ice or other Obstacles during Disconnection Requested by Customer: If snow, ice, or other obstacles must be removed in order to complete the requested disconnection, charges for the removal services will be calculated using an hourly schedule, rather than a flat rate: The charges for removal services will be **\$55.00** per man-hour during the normal business hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. During holidays and outside normal business hours, the charge will be **\$75.00** per man-hour with a minimum one hour of **\$75.00** per man. In addition, the Customer will be charged for equipment rental fees, as necessary to clear the area. The fee will be calculated and billed to the Customer with the flat rate fee for the actual disconnection. If the calculations would result in more than one minimum for the same man, only one minimum will be charged.

**12. 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 **\$187.00** in addition to any applicable reconnection fee set forth in Section 10 of these Terms and Conditions.

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 5

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.

**13. ABATEMENT POLICY FOR VACANT SEASONAL PROPERTY HOME INSPECTIONS.** Owners of vacant seasonal property requiring water service to be connected for no more than five days for the sole purpose of home inspections shall be charged a flat rate of **\$75.00** for this service. A written agreement to this effect, between the Utility and the owner(s), must be signed in advance by a representative from each party. Owners who keep the water service connected for more than five days or for purposes other than home inspections will be considered to have voided the agreement, and will be charged for water service at the regular seasonal rates in effect at that time.

**14. 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 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.

**15. 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.

**16. UNAUTHORIZED USE OF WATER.** No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without 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, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at 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 **\$55.00** 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

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 6

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 **\$75.00** per hour with a one-hour minimum charge of **\$75.00**. In no case shall the total of such hourly fees exceed **\$250.00**. In addition, pursuant to Title 35-A MRSA §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.

**17. NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with Utility property. No valve, 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 persons authorized by the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 16, 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 MRSA §2707, as amended or replaced.

**18. 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. All pets will be confined and/or restrained during the site visit. When the customer or their representative requests a visit by personnel to establish or terminate service, Lubec Water will make two scheduled attempts during business hours to complete the work. If the work cannot be completed within two visits due to delays by the customer as determined by the utility, the customer will be charged **\$50.00** for each additional visit beyond two during regular business hours. Customer must cancel scheduled appointments at least one hour in advance to avoid the return trip fee.

**19. LIABILITY.** The Utility will only be liable for any damages arising from claims to the extent liability is expressly provided in the Maine Tort Claims Act, as set forth in Title 14 MRSA, Chapter 741. The Utility will not be responsible for any damages caused by discolored water, and makes no representations or warranties, expressed or implied, about the suitability of any water provided by the Utility for any particular purpose.

**20. 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

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 7

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.

**21. 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. The Utility reserves the right to observe the test at no charge to the Customer. 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.

**22. 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.

**23. 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 that will affect the Utility's pressure or water quality without prior Utility written permission.

**24. 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.

**25. 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

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 8

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

**26. CONSERVATION.** All Customers must prevent unnecessary 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.

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

**A. Separate Metering of Buildings, Storage buildings or Mobile Homes.** No Customer shall supply water to another, nor use it for purposes not mentioned in his/her application without prior written Utility approval. At its discretion, the Utility reserves the right to require separate piping and a separate meter and shutoff 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 shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility.

**C. Submetering.** Additional or auxiliary meters for showing subdivision of water use must be furnished, installed, read and maintained at the Customer's own expense.

**D. Meter Location.** Meters shall be set within two feet of a point of entry into the building, in accordance with the Utility's metering policy. Meters once set may be relocated at the Customer's expense, with prior written Utility approval.

**E. Location of Remote Readers.** Remote readers will be installed in a protected outside area, accessible at all times. The owner will be responsible for the care of the reader and for any expenses related to remote reader damages.

**F. 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 8:00 a.m. to 3:30 p.m., Monday through Friday, the charge will be **\$55.00** per man-hour; during holidays and outside normal business hours, there will be one-hour minimum charge of **\$80.00** per man, with each additional hour above the minimum charged at the rate of **\$75.00** per hour. In all cases, the Customer will be charged for the cost of the necessary replacement parts,

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 9

including the meter. Removal of Snow Ice or other Obstacles during Disconnection Requested by Customer: If snow, ice, or other obstacles must be removed in order to complete the requested water meter repair, charges for the removal services will be calculated using the hourly schedule listed above. In addition, the Customer will be charged for equipment rental fees, as necessary to clear the area. In no cases, will a second minimum be charged to the Customer for the same man.

**G. 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. 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.

**H. Meter Protection.** As permitted in Chapter 620 of the Commission's Rules and Regulations, the Utility reserves the right to require an insulated and protected environment at the Customer's expense if the Customer does not provide a clean, warm, dry and accessible location for the meter and its appurtenances. A meter installed at a mobile home shall be installed within the home, if possible. If the Utility and the owner agree that an appropriate location cannot be found inside for the meter and appurtenances, and they must be placed underneath the mobile, the meter must be accessible to the edge. The Customer is responsible for boxing in and insulating the meter appropriately, and for using a method that will successfully protect it and keep it safe, clean, warm, and dry. All expenses for this installation shall be borne by the Customer.

**I. New Service Lines and Meters.** As permitted in 35-A MRSA §6106, each applicant for a new water service will be responsible for the costs of the entire Service Line, excluding the meter, which will be provided by the Utility. 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, excluding the meter. All contractor charges will be paid by the Customer directly to the contractor. The Service Line location will be set or reviewed by the Utility, and must be installed to Utility standards and specifications, available at the Utility office. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation at a cost of **\$55.00** per man-hour and must be notified before they are buried or enclosed. If a site visit has been scheduled, and if the Utility must later

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 10

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) at the same rate. The Utility will be responsible for installing the Service Line from the Main to the shut-off, including tapping the Main and installing the shut-off, for piping across the road, if necessary, and for installing the meter. This work will be available during the regular business hours of 8:00 a.m. to 3:30 p.m. Monday through Friday. At its discretion, the Utility may subcontract out any part of the above-listed responsibilities. The costs to the Customer for the Utility/subcontractor labor, materials, and equipment rental used for the installation are as follows:

- . A charge of **\$55.00** 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.

- . Utility-provided equipment rental, materials, and parts at cost.

- . Total costs, as billed to the Utility, for subcontractors deemed necessary by the Utility. This includes, but is not limited to, 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.

Prior to the onset of the work, a written estimate will be provided to the Customer, detailing the Utility-provided work 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.

**J. Winter Construction.** No new service or extension of Mains will be installed for the convenience of a customer during winter conditions. Winter construction is prohibited November 1 to May 1, unless granted by the utility.

**K. Extensions of Mains.** All water Main extensions shall be installed at the applicant's expense, as permitted in 35-A MRSA §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 or preapprove the plan.

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 applicable plumbing codes 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

## TERMS AND CONDITIONS

Lubec Water District  
Fourth Edition

Page | 11

Utility if no alternative, reliable source is available that ensures compatibility with the Utility's pipe and equipment.

In order to manage and inspect the process, a Utility representative will be present during the installation, at no cost to the applicant. 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.

Prior to the initiation of work, the Utility will give a written estimate to the applicant for any and all Utility-provided materials and services, 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 per the written agreement between the Utility and the applicant.

**L. Pit metering**, is prohibited unless written permission is granted by the utility.

**28. 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.

**29. FIRE HYDRANTS.** Fire hydrants may not be used for any purpose other than to extinguish fires unless prior permission is given by the Utility. Fire hydrants must not be opened by any person other than an agent of the Utility or a duly authorized representative of the municipality or the owner.

**30. 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 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. 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 his 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, in order to be consistent with the health or safety standards of the Utility and the water system.