



# Terms and Conditions

## **York Water District**

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# Terms and Conditions

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The following **Terms and Conditions**, adopted by the York 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.

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## DEFINITIONS

**Annual Customer.** *“Annual Customer”* means a Customer who takes water service from a year-round **Main** and does not fall under any other **Customer** class. The Utility will decide, upon application of service, if the **Customer** will be billed as an **Annual Customer**.

**Commission.** *“Commission”* refers to the Maine Public Utilities Commission.

**Customer.** *“Customer”* means any person, firm, corporation, or governmental division who has applied for and is granted service or is either receiving utility service or has agreed to be billed for utility service. This term also includes a person or business that was a Customer of the Utility within the past thirty (30) days and who requests service at the same or different location

**Main.** *“Main”* means a water pipe, owned, operated and maintained by the **Utility**, used to transmit or distribute water but is not a water Service Line.

**Normal Business Hours.** *“Normal Business Hours”* means Monday – Thursday, excluding holidays, 7:00 am – 5:30 pm

**Other Hours.** *“Other Hours”* means any hours that are not **Normal Business Hours**.

**Private Line.** (1) A water line constructed prior to May 7, 1986 across private property to serve one or more customers and that is not considered by the water utility to be a main; (2) except as provided under Section 2C of Chapter 65 of the Commission’s Rules, a water line constructed after May 7, 1986 across private property to serve a single customer, a single multi-unit dwelling complex or a single commercial or industrial development upon which no other person has an easement or other right of access for water line purposes.

**Seasonal Customer.** *“Seasonal Customer”* means a Customer who takes water service for a portion of the year from either a summer or year-round **Main**.

- Summer Service Pipes and Water Mains. *“Summer Service Pipes and Water Mains”* are pipes which can supply Premises for only a portion of the year, typically from May 1 to October 1. The Utility may elect to extend service before May 1 or after October 1. (Chapter 62 §3E)
- Seasonal water service and disconnection of seasonal water service to **Customers** served from deep water **Mains** will be by appointment only. Establishment of service normally begins April 1 and disconnection of service will be no later than December 31, each year.

**Seasonal Rental property.** *“Seasonal Rental Property”* means an Annual customer that rents its property out as a summer rental (Approximately May –September) and then as a winter rental (Approximately October –April).

**Service Lines.** *“Service Lines”* means the pipe running from the water main to the customer’s establishment.

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**System Development Charge.** *"System Development Charge"* as approved by the Public Utilities Commission, is a charge to provide funds to finance capital outlays for water system expansion caused by an increase in demand for service.

**Utility.** *"Utility"* refers to the York Water District

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## TERMS AND CONDITIONS

**1. UTILITY SERVICE AREA.** The District is permitted by charter to serve the territory and people of the town of York.

**2. APPLICATION FOR SERVICE.** Pursuant to Chapter 620 of the *Commission's* rules, the owner or owner's agent, or the occupant of the establishment to be served may apply for service, or a change of service on forms provided by the *Utility*. Only the owner or owner's agent may be an applicant for service of *Seasonal Rental Property*.

If new service connection or other work on the establishment is required, the property owner or owners representative must authorize the *Utility* to enter the premises to do the necessary work.

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 Chapter 660 of the *Commission's* rules.

The *Utility* shall determine the size of the meter, which shall be reasonable in view of the nature of the water service to be provided.

**3. ESTIMATED BILLS.** The *Utility* may issue a bill for estimated usage when a physical remote meter reading is not practical, in accordance with Commission Rules, Chapter 660.

### 4. BILLING PROCEDURES:

4.1. **Minimum charges** for metered service shall be billed quarterly in advance and water used in excess of the minimum shall be billed quarterly in arrears. The *Utility* reserves the right to render bills monthly at its discretion.

4.2. **Seasonal Service Minimum charges** shall be billed immediately after the meter is set for the season. Charges for water used in excess of the minimum allowance will be billed after the final reading and upon the removal of the meter for the season. The *Utility* reserves the right to render bills for excess water usage quarterly or monthly at its discretion.

4.3. **Public Fire Protection** shall be billed monthly in advance.

4.4. **Private Fire Protection charges** shall be billed quarterly in advance. The *Utility* reserves the right to bill monthly at its discretion.

4.5. **Seasonal Private Fire Protection charges** are billed in advance annually in May.

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**5. TERMS OF PAYMENT.** All bills are payable upon receipt or within twenty-five (25) days from the postmark date of the bill or otherwise delivered to the **Customer**. **Customers** receiving their bills electronically will be notified electronically, not more than one (1) day after the mailing. If the due date for payment falls on a Saturday, Sunday, legal holiday, or any other day when the **Utility's** offices are not open for business, the **Utility** shall extend the due date to the next business day. It is the **Customer's** responsibility to provide correct billing or email addresses. Failure to receive a bill does not relieve the **Customer** of the obligation of its payment, nor from the consequence of non-payment. If the Customer sends payment by mail, payment is made on the date the Utility receives the payment in accordance with Commission Rules, Chapter 660.

Payments may be made by mail, at the office of the **Utility**, or electronically or the **Utility** provided drop-box at the entrance to the office.

**6. CREDIT AND COLLECTION PROCEDURES.** All credit and collection procedures for both residential and non-residential **Customers** will be based upon Chapter 660 and Chapter 870 of the **Commission's** rules. 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 by the **Commission**.

An amount is overdue when it has not been paid by the due date. The due date must be no less than 25 days after the bill is mailed, hand delivered or electronically mailed to the **Customer**. A bill is considered to have been mailed on the date it is postmarked. If there is no postmark, the **Utility** must date the bill and deliver the bill on or before that date.

Late payment charges are assessed for overdue bills that are not paid within twenty-five (25) days from the postmarked date or electronic notification. The late payment rate will be no more than the maximum allowed under Chapter 870 of the **Commission's** rules, to be determined annually. (Chapter 660 § 8 G)

**7. CHARGE FOR RETURNED CHECKS.** In accordance with Chapter 870, any customer whose check is returned for nonpayment to the Utility by a bank will be charged a fee. *See Appendix A-1. "Returned Check " for fee amount*

**8. CHARGES FOR ESTABLISHMENT OF SERVICE.** The **Utility** will charge a fee to establish water service. *See Appendix A-2. "Establishment of Service " for fee amount*

**9. RESTORATION OF SERVICE AND RELATED FEES.** The **Utility** will charge a Customer a reconnection fee to restore services at the Customer's premises if service was disconnected for non-payment of bills, fraudulent use of water, dangerous conditions on the Customer's premises, violation of these Terms and Conditions, violation of Commission Rules, at the Customer's request, or for any other reason allowable under Chapter 660. *See Appendix A-3. "Restoration of Service" for fee amounts*

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**10. MISSED APPOINTMENT/RETURN TRIP FEE.** The Utility may charge a customer when the Customer or representative fails to appear for their scheduled appointment. The Customer must cancel scheduled appointment with the Utility at least one (1) hour in advance to avoid the charge. 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 additional visit(s). *See Appendix A-4. "Missed Appointment / Return Visit Fee" for fee amount*

**11. COLLECTION TRIP CHARGE.** If **Utility** representatives 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 **Utility** will charge a Collection Trip charge as permitted in Chapter 660 of the **Commission's** Rules. *See Appendix A-5. "Collection Trip Charge" for fee amounts*

**12. DISCONNECTION OF LEASED OR RENTED PROPERTY.** Before disconnecting a leased or rented residential property, the **Utility** shall comply with the required notice requirements contained in Chapter 660 of the **Commission's** rules and must offer the tenant the right to take responsibility for future payments.

**12.1. 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: (Chapter 660 § 10 | 4)

- a. Apply any existing deposit to the current account balance, and
- b. Assess against the property owner a collection fee, in addition to any applicable reconnection fee set forth in these of these Terms and Conditions *See Appendix A-6. "Multi-Unit Collection Fee" for fee amount*

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

**14. SERVICE INTERRUPTION.** Water service may be interrupted when it is necessary to repair or maintain the utility 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.

Chapter 660 provides details regarding reasonable notice of affected customers. (660 §14 A)

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**15. HYDRANT FLOW TEST CHARGE.** A hydrant flow test must be requested in writing on forms supplied by the **Utility**. Tests will be scheduled at a time convenient to the **Utility** and so that it will not negatively affect the system or its **Customers**. Fees will be charged per Hydrant Flow Test. **See Appendix A-7. "Hydrant Flow Test" for fee amounts**

**16. UTILITY JOBBING.** Jobbing is the provision of unregulated Utility services, including, but not limited to, construction services. Jobbing services are at the discretion of the water utility and are at the customer's request and expense.

*Jobbing rates are established annually by the Utility and are available upon request.*

**17. ABATEMENTS.** The **Utility** may provide an abatement to a **Customer** for an out of the ordinary event under the below listed conditions. It is solely the decision of the **Utility** whether these conditions have been met:

- A leak or break occurred at the **Customer's** premises not resulting from **Customer** negligence; and
- The leak or break was repaired, or the water was shut-off while awaiting repair within a reasonable time; and
- The **Customer** requested the abatement within 25 days of receipt of the bill in question; and
- The **Customer** has had an account at this location for at least one year prior to the request; and
- No abatements within the past 5 years have been granted to this **Customer** at any location within the **Utility**.

If all the above specified conditions are met, the Utility may provide an abatement. The abatement will not exceed the lesser of \$200.00 or half the difference between the bill in question and what the bill would have been based on the average usage for the same billing period from the two previous years.

The Utility will review each abatement request on a case by case basis and grant or deny abatements based on available information.

**18. UNAUTHORIZED USE OF WATER OR FRAUD.** Theft of Utility services is unlawful and will be prosecuted pursuant to 17-A MRS §357.

The use of water is confined to the premises named in the Contract or Application for Service. No Customer shall supply water to another nor use it for any purposes not mentioned in their application without prior Utility approval. No person shall obtain water from any hydrant, fountain, or other fixture of the Utility without prior approval of the Utility. No un-metered plumbing connections are allowed before the water meter. No persons shall bypass any meter, nor restore service without Utility authorization, nor

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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 may 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% pursuant to 35-A MRSA §2706. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee 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. 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, due and payable to the Utility for each violation. **See Appendix A-8. "Unauthorized Use of Water or Fraud" for fee amounts**

**19. NO TAMPERING WITH UTILITY PROPERTY.** No person may tamper with **Utility** property. No valve, valve sealing mechanism, meter, shut-off, 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 person 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 MRS §2707, as amended or replaced.

**20. MAINTENANCE OF PLUMBING.** Pursuant to Chapter 620 of the **Commission's** rules, to prevent leaks and damages, a **Customer** shall maintain at their own expense the plumbing and fixtures within their own premises in good repair and protect them from freezing or from heat damage. If damage occurs, the **Customer** is liable for any expenses incurred. A leak or break that is considered a serious danger to the water system will be cause for immediate disconnection of the **Customer**.

If a leak is discovered that is not considered an immediate danger to the water system, but may be a long term or cumulative danger or a threat to the District's conservation efforts, the **Customer** will be notified in writing by the **Utility** 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 Chapter 660. Additionally, section 33.5, Meter Pits, outlines the District's requirement for meter pits in situations where service line leak detection is difficult or if service pipe does not meet District specs.

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**21. ACCESS TO PREMISES.** Pursuant to Chapter 620 of the *Commission's* rules, as a condition of service, representatives of the *Utility* by providing proper identification to either the *Customer* or owner shall have reasonable access at all reasonable hours to all premises served by the *Utility*, to inspect all plumbing and fixtures, to set, remove, or read meters, to ascertain the amount of water used and the manner of use, and to enforce these Terms and Conditions. (Chapter 62 § 5)

**22. 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 MRS §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.

**23. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS.** Pursuant to Chapter 620 of the *Commission's* rules, 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. (Chapter 62 § 5 C)

**24. LIMITED SERVICE AGREEMENT.** A Limited Service Agreement will be required between the District and a Customer when the Customer's premises lies within an area of the District's distribution system that cannot routinely provide water at a pressure of 20 psi or greater. This Limited Service Agreement must be approved by the Commission.

**25. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED VALVES.** Pursuant to Chapter 620 of the *Commission's rules*, 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. (Chapter 62 § 5 D)

**26. CROSS CONNECTIONS.** Pursuant to Chapter 620 of the *Commission's* rules, 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 *Utility*. In addition, no connection will be permitted capable of causing backflow, including back siphonage or backpressure, between the public water supply system and any plumbing fixture, device, or appliance, or between any waste outlet and 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. The *Utility's Cross Connection Control* program is on file at the *Utility* office and Maine State Department of Health and Human Services. (Chapter 62 § 5)

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**27. JOINT USE OF SERVICE PIPE TRENCH.** Pursuant to Chapter 620 of the *Commission's* rules, water *Service Pipes* will not be placed in the same trench with other utility facilities.

**28. CONSERVATION.** A clean sustainable water supply is a precious resource. The District shall take all reasonable steps to promote the management of this resource by preventing unnecessary waste of water through best management practices. All Customers shall also minimize the unnecessary waste of water by abiding by the following District requirements:

- New outside irrigation, supplied by town water, is not permitted on any multi-unit development of 3 units or greater. Customers will be required to seek an alternate water source such as a private well (pending town approval).
  - The well or other water source cannot be cross connected to the public water system.
  - Reduced Pressure Zone (RPZ) backflow devices will be required, permitted, and tested annually as per the District's Cross Connection Control Program.
- All new irrigation systems shall be required to:
  - Be properly designed with correct zones, heads, and nozzles.
  - Use smart controllers. This enables ease of alterations for conservation periods.
  - Use and maintain rain sensors, ensuring proper operation
  - No water use will be allowed for spray irrigation between 9:00am and sunset. During these times evaporation is greater, and watering is less efficient. Drip irrigation is exempt from this requirement.
- All new and existing irrigation systems in the Town of York shall be programmed to operate based on the property address. Even numbered property addresses shall program Standard operation on even dates of the month. Odd numbered property addresses shall program Standard operation on odd dates of the month. In the event a mandatory Water Conservation Emergency is declared, watering schedules stated in Prohibitions Level 1 and Level 2 requirements supersede the Standard watering schedules.
- If a leak is located on a customer's service pipe or in their plumbing, the District may provide notice to the customer that the leak must be repaired expeditiously. If a customer fails to repair said leak within a reasonable period specified by the District, service shall be discontinued pursuant to Chapter 660. Additionally, section 33.5, Meter Pits, outlines the District's requirement for meter pits in situations where service line leak detection is difficult or if service pipe does not meet District specs.

During periods of supply and demand concerns, the District may call for Voluntary Water Conservation. Under these circumstances the District will post recommendations for water usage conservation.

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## 28.1. MANDATORY WATER CONSERVATION EMERGENCY

Additionally, pursuant to Chapter 620 of the Commission's Rules, when essential to conserve the water supply or in the event of an emergency, the District may restrict or prohibit non-essential water use by declaring a Mandatory Water Conservation Emergency. The District shall notify Commission staff via email or telephone within 24 hours of the implementation and removal of mandatory water conservation restrictions.

Notice of a declaration shall be provided by: U.S. Postal Service mail, email, by posting notice on the District's webpage or other electronic platform, by postings in public areas of the community, or any combination of the above. The notice must include a description of the water conservation emergency, a description of the specific water conservation and/or utilization restrictions being imposed and notice of violation enforcements and penalties.

### PROHIBITIONS UNDER A DECLARED MANDATORY WATER CONSERVATION EMERGENCY:

Level 1: Significant

- Outdoor lawn watering via irrigation systems limited to two days per week (establishment of new lawns in their first season may be exempt with Utility approval)
  - Residential addresses ending in even numbers: Monday + Friday
  - Residential addresses ending in odd numbers: Tuesday + Saturday
- No use of water for washing vehicles, trailers, or other mobile equipment. Commercial car wash shall be exempt with prior approval.
- No use of water for washing streets, driveways, sidewalks, buildings or other outdoor surfaces
- No use of water for ornamental fountains or filling swimming pools
- Use of hand-held hose, watering can, or drip hose is acceptable for vegetable/ornamental gardens

Level 2: Critical

- Continue all requirements from level 1, except there is now no use of water for outdoor lawn watering via irrigation systems

Enforcement and Penalties:

For the first violation of the District's water conservation and/or utilization restrictions, the District must provide a warning by U.S. Postal Service mail, email, hand delivery, text message, door hanger, or any combination of the above to each customer in violation of the District's water conservation and/or utilization restrictions. The warning must specify that each 24-hour period for which the customer is not in compliance with the District's water conservation and/or utilization restrictions constitutes a separate violation;

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For each violation of the District's water conservation and/or utilization restrictions after the violation that resulted in the warning, the District may impose a penalty on the customer's next water bill. For purposes of this fee, each 24-hour period for which the customer is not in compliance with the District's water conservation and/or utilization restrictions constitutes a separate violation. After the second violation the District may disconnect the customer for repeated violations of the District's water conservation and/or utilization restrictions. The District must conduct such disconnections in accordance with Chapter 660, §10 of the Commission's Rules. Applicable disconnection/reconnection fees will apply in addition to the violation penalty. ***See Appendix A-9. "Conservation Penalty" for penalty amounts***

**29. BACKFLOW PREVENTION DEVICE TESTING.** *Customers* with testable back-flow 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 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.

**30. STOP VALVE.** Each service must be provided with a minimum of two operable stop valves located inside the building. The stop valves must be near the service entrance, one placed above and one below the meter connection, 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.

**31. WINTER CONSTRUCTION.** No new service or extension of mains will be installed for the convenience of the *Customer* during winter conditions that increase the cost of the work for the *Utility* unless the *Customer* assumes all extra expense over ordinary construction costs.

**32. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING DISCONNECTION/RECONNECTION 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/reconnection, including, but not limited to emergency requests resulting from a frozen meter. 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* a fee. Plus the cost of equipment rental, if applicable. ***See Appendix A-10. "Removal of Obstacles" for fee amounts***

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## 33. METERING, NEW SERVICE LINES AND MAIN EXTENSIONS.

**33.1. SEPARATE METERING OF PREMISES.** No *Customer* shall supply water to another, nor use it for purposes not mentioned in their 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 unit as a condition of service, except as provided in **Commission's Rules, Chapter 620, and Chapter 650**. Where there is more than one (1) abode or business in a building supplied with water, the *Utility* may require the owner to arrange the plumbing to permit separate piping and a separate meter and shut-off for each abode or business in locations acceptable to the *Utility*. All Utility Customers are required to have water meters which will be installed, maintained and read by the Utility. The cost of the meter, appurtenances, installation, and a **System Development Charge** shall be borne by the *Customer*, unless otherwise agreed upon before service is rendered. Meter size is to be determined by the *Utility*.

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

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 as close as possible to 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.

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. Prior approval from the Utility must be obtained before allowing any other considerations.

The safety of Utility employees is paramount. The Utility requires the Customer to provide safe access to the meter for service work by removing any obstructions, insulation, and heat tape where the meter is located prior to the arrival of Utility personnel. The Customer will be responsible for reinstalling the insulation, heat tape and obstructions 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**.

**33.1a. APARTMENTS, DUPLEXES, CONDOMINIUMS AND NON-RESIDENTIAL BUILDINGS.** Except as provided in **Commission Rules, Chapter 660**, where there is more than one occupant of a multi-unit premises supplied with water, the Utility shall require the owner to arrange the plumbing to permit

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separate connections with separate shutoffs and separate meters in locations acceptable to the Utility. In the case of a condominium, each unit owner shall be required to have a separate meter and shutoff in locations acceptable to the Utility. The owner of the premises shall bear the cost of the meters and installation. The installation of the individual meters shall be installed in a common location, with keyed or coded access from the exterior of the building and shall be installed in accordance with the Utility's requirements. The property owner or representative is responsible for making sure the Utility is provided with up to date keys or passcode at all times. 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.

**33.1b. MOBILE HOME PARKS.** Mobile home parks whose water distribution system is not owned and maintained by the Utility 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 Utility'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.

For mobile home parks operating with one service and individually metered mobile homes, a representative of the park is required to operate private valves at the Utility's request.

**33.1.c. MULTI-UNIT, TIME-SHARE DEVELOPMENT UNITS.** Multi-Unit timeshare 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.

**33.1d. CAMPGROUNDS AND RV PARKS.** The Utility 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.

**33.2. SUB METERING.** If additional or auxiliary meters are desired by the Customer for showing subdivision of water use, they shall furnish, install, read, and maintain them at the **Customer's** own expense. In the event of a discrepancy between the Utility's meter and the Customer's auxiliary meters, the Utility's meter reading shall be considered the accurate one.

**33.3. CHARGES FOR REPAIR/REPLACEMENT OF DAMAGED WATER METERS AND OTHER UTILITY EQUIPMENT.** Pursuant to Chapter 620 of the **Commission's** rules, the **Utility** may charge a **Customer** for costs incurred for the repair or replacement of meter(s) or other **Utility** equipment damaged due to

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**Customer** negligence or improper care. In all cases, the **Customer** will be charged a fee for the cost of the labor and necessary replacement parts, including the meter. *See Appendix A-11. "Metering" for fee amounts*

**33.4. METER TESTING.** The Utility will test its water meters in accordance with **Commission Rules, Chapter 620**. Upon Customer request, the Utility will test the Customer's water meter at no charge, unless the Customer requests more than one (1) test in an eighteen (18) month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a deposit to cover the expense 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 **Commission Rules, Chapter 620**. If the meter conforms to standards, the Utility shall keep the Customer's deposit and continue to use the meter at the Customer's premises. Customers must initial in writing whether they choose to **witness** or **not witness** their meter being tested prior to the meter leaving their property. The Utility reserves the right to outsource the testing of any meter. *See Appendix A-12. "Meter Testing" for fee amount*

**33.5. METER PITS.** The **Utility** shall require the owner/developer of the property to install, and maintain a meter pit(s) to **Utility** specifications as a condition of service, both new and old, when one or more of the following conditions exist:

- a. The actual laying length of the **Service Pipe** measures over one-hundred feet from the curb stop to the first connection inside the building foundation.
- b. The service location makes discovery of a possible leak unlikely.
- c. **Service Pipe** not meeting the standard of the **Utility**. Must be copper Type K or Copper Tubing Size "CTS" Plastic Pipe rated at 200psi or greater.
- d. A single **Service Line** supplying two (2) or more units supplied through multiple services, any of which is located in front of, or enters a unit other than, the one it serves.
- e. Crawl space with less than 60" from floor to bottom of joists.
- f. The **Customer** does not provide a clean, warm, dry, and accessible location for the meter and its appurtenances.

**33.6. EXTENSIONS OF MAINS.** All water **Main** extensions shall be installed in accordance with the **Utility's** standards and material specifications. Requests for water **Main** extensions shall be treated in accordance with Chapter 65 section 3A of the **Commission's** rules. With the exception of MPUC order,

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Docket #2018-00196 dated November 19, allowing the District to charge an hourly fee to prepare a cost estimate for a proposed water extension in instances where there are multiple requests for cost estimates by a customer or group of customers that relate to the same water main extension.

**a. Water Main Sizes.** The Utility provides water for domestic use and fire protection. The Utility requires all distribution mains to be adequately sized in accordance with Chapter 65.

**b. Plan Reviews.** In accordance with Chapter 65, Section 4C of the Commission's Rules, if it is necessary for the Utility to provide detailed engineering design/review for sub-divisions and/or commercial entities, the **Customer** shall pay the estimated cost of the design/review prior to commencement of the design/review.

**33.7. NEW SERVICE LINES AND METERS.** Each new service line will be installed, owned, and maintained in compliance with **Commission Rules, Chapters 620 and 65**. The **Customer** must complete a written application for a new service, and the **Utility** reserves the right to pre-approve the design. All new **Service Lines** shall be installed at the **Customer's** expense, in accordance with **Utility** standards and material specifications and as permitted in 35-A MRS§ 6106. The **Customer** will be responsible for obtaining **Utility** approval for the work. In addition, the **Customer** will contract with a **Utility** approved professional for the excavation and installation from the curb stop into the building and for the piping across the roadway, if needed. All contractor charges will be paid by the **Customer**. The **Utility** shall own and maintain the service line portion of all **Service Pipes** that shall 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 the **Utility's** right of way. The **Utility** will be responsible for all **Service Lines** within the limits of the highway or right of way. If a public way must be crossed, such crossing shall be installed in accordance with **Utility** standards and material specifications.

As permitted in 35-A §6106, and Chapter 620 of the **Commission's** rules, the **Customer** shall install at the **Customer's** expense and shall own and maintain the **Service Pipe** from the curb stop to the **Customer's** premises. The costs incurred by the **Customer** shall include equipment rental, labor, materials, and necessary appurtenances for installation, including the meter and System Development Charge (if applicable). The **Utility** shall require individual **Service Pipes** for individual units, lots or land parcels regardless of ownership of the units, lots, or land parcels and that the **Service Pipe(s)** is installed in accordance with **Utility** standards and material specifications.

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

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The **Utility** will be responsible for the installation of the meter and other related appurtenances during **Normal Business Hours**. At its discretion, the **Utility** may subcontract any part of this work. The costs to the **Customer** for all **Utility** installed and any subcontracted portions of the installation are as follows;

- A written invoice will be provided to the **Customer** for the **Utility's** portion of the work, and full payment will be collected and applied to the cost of the installation, prior to the **Utility** performing the work as a condition of service. The invoice will cover the full cost of the following:
- Materials and supplies from the Main to the shut-off.
- Labor for laying the pipe from the main to the shut-off .
- Labor for tapping the Main and installing the meter and appurtenances.
- Including but not limited to permits, opening or boring across the road, equipment rental, and contracted labor.

**34. PRIVATE FIRE PROTECTION.** **Customers** requesting Private Fire Protection must contact the **Utility** to determine the availability of fire service at their location. Fire service, if available, will be installed at the **Customer's** expense. Any fire service line within the public right of way will be owned and maintained by the **Utility** and will be considered a **Main** for purposes of these Terms and Conditions. Private Fire Protection **Service Lines** shall be considered **Service Pipes** for the purposes of these Terms and Conditions and shall not be used for domestic water use. Rates for various types or sizes of private fire protection can be found in the **Utility's** Rate Schedule. **Customers** that wish to test/flush their private fire protection systems are encouraged to do so during the last week of October and/or the last week of May. Any **Customers** choosing to test/flush during these two weeks are required to give the **Utility** at least two business days' notice. In the event the **Customer** wishes to conduct a test/flush at any other time, the **Customer** must first receive the written permission of the **Utility**. The **Customer** must also compensate the **Utility** for both the actual costs of any public notice of the test/flush, determined by the **Utility** to be reasonable and necessary, and the cost of any flushing of the system determined by the **Utility** to be reasonable or necessary to correct any discoloration of water caused by the **Customer's** test/flushing.

**35. 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 case of training exercises, notification shall be made to the **Utility**, prior to and immediately after completion. 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.

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

**36. BILLABLE SERVICE CALLS.** A billable service call will be charged to the customer for any after-hours requests by the customer or their representative, that is not deemed the Utilities responsibility to correct. Examples of such calls are; a leak on the private side of a customer's curb stop, loss of water due to a customer's closed internal plumbing valve or Bluetooth auto valve, leak in customer's plumbing caused by the owner or their representative, etc.

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## Appendix A - Term Fees

<b>1. Returned Check</b>		
Section Number	Fee / Description	Cost
7	Charge for returned checks, per account. If the Customer is charged more than \$5.00, the utility will provide the Customer a copy of the bank Charge upon request.	\$5-20

<b>2. Establishment of Service</b>		
Section Number	Fee / Description	Cost
8	To establish a water service if not necessary for on-site visit	\$23
8	To establish a water service if on-site visit is required during normal business hours	\$61

<b>3. Restoration of Service</b>		
Section Number	Fee / Description	Cost
9	Reconnection of service, after disconnection due to non-payment or any other violation of these terms and conditions, where the Utility receives notice that the cause of the disconnection has been remedied by 5:00 PM are considered as received during "normal business hours".	\$94
9	Reconnection of service, after disconnection due to non-payment or any other violation of these terms and conditions, where the Utility receives notice that the cause of the disconnection has been remedied after 5:00 PM are considered as received outside of "normal business hours".	\$194

<b>4. Missed Appointment / Return Visit Fee</b>		
Section Number	Fee / Description	Cost
10	When a customer or their designee does not show up to an appointment or cancel the appointment at least 1 hour prior to. Additionally, if a District employee needs to return a second time for an appointment due to the customer or designee not being ready at the time of their appointment.	\$61

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<b>5. Collection Trip Charge</b>		
Section Number	Fee / Description	Cost
11	When 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.	\$61

<b>6. Multi-Unit Collection</b>		
Section Number	Fee / Description	Cost
12.1	Collection fee assessed against the owner of a leased or rented single-meter, multi-unit residential property	\$300

<b>7. Hydrant Flow Test</b>		
Section Number	Fee / Description	Cost
15	Work related to fire hydrant flow testing – per hydrant – during normal business hours.	\$227
15	Work related to fire hydrant flow testing – per hydrant – outside of normal business hours.	\$372

<b>8. Unauthorized Use of Water</b>		
Section Number	Fee / Description	Cost
19	Work related to the investigation and address of unauthorized use of water, during normal business hours – 1 hour minimum charge	\$61 per hour
19	Work related to the investigation and address of unauthorized use of water, outside of normal business hours – 2 hour minimum charge	\$97 per hour

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<b>9. Conservation Penalty</b>		
Section Number	Fee / Description	Cost
27.1	Each 24-hour period out of compliance with mandatory conservation requirements.	\$100

<b>10. Charges for Removal of Snow, Ice, or other Obstacles</b>		
Section Number	Fee / Description	Cost
33	Obstacle removal charges when disconnecting or reconnecting, as requested by the Customer, during normal business hours. – 1 hour minimum	\$61 per person per hour
33	Obstacle removal charges when disconnecting or reconnecting, as requested by the Customer, outside of normal business hours. – 2 hour minimum	\$97 per person per hour

<b>11. Metering</b>		
Section Number	Fee / Description	Cost
34.3	Work related to the repair or replacement of damaged meters or other utility equipment, during normal business hours – 1 hour minimum charge	\$61 per hour
34.3	Work related to the repair or replacement of damaged meters or other utility equipment, outside of normal business hours AND if called within the last 30 minutes of normal business hours. – 2 hour minimum charge	\$97 per hour
34.4	Work related to testing a meter more frequently than allowed by District – 1 hour minimum charge	\$61 per hour

<b>12. Meter Testing</b>		
Section Number	Fee / Description	Cost
30.4	<i>Each additional meter test requested by customer after the first (in an eighteen-month period) requires this deposit fee, to be kept by the district unless the meter does not conform to standards.</i>	\$61

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<b>12. Billable Service Call</b>		
Section Number	Fee / Description	Cost
	A service call, not already addressed in the term fees, during normal business hours. – 1 hour minimum charge	\$61 per hour
	A service call, not already addressed in the term fees, outside of normal business hours AND if called within the last 30 minutes of normal business hours. – 2 hour minimum charge	\$97 per hour

**DOCKET NO: 2026-00118**  
**EFFECTIVE DATE: June 1, 2026**