

# Terms and Conditions

## TABLE OF CONTENTS

Definitions.....5,6

Introduction.....6

*Terms and Conditions*

Term 1.....6  
*Utility Service Area*

Term 2.....6,7  
*Application for Service*

Term 3.....7  
*Billing Procedures*  
*a. Minimum Charges*  
*b. Seasonal Service Minimum Charges*  
*c. Public Fire Protection*  
*d. Private Fire Protection*  
*e. Seasonal Private Fire Protection Charges*

Term 4.....7  
*Terms of Payment*

Term 5.....8  
*Credit and Collection Procedures*

Term 6.....8  
*Charge for Returned Checks*

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 2

Term 7.....	8
<i>Charges for Establishment of Service</i>	
Term 8.....	8
<i>Charges for Restoration/Reconnection of Service</i>	
Term 9.....	9
<i>Collection Trip Charge</i>	
Term 10.....	9
<i>Disconnection of Leased or Rented Property</i>	
<i>10.1 - Leased or Rented Single-Meter, Multi-Unit Residential Property</i>	
Term 11.....	9
<i>Service Interruption</i>	
Term 12.....	9
<i>Hydrant Flow Test Charge</i>	
Term 13.....	9
<i>System Development Charge</i>	
Term 14.....	10
<i>Utility Jobbing</i>	
Term 15.....	10
<i>Abatements</i>	
Term 16.....	10, 11
<i>Unauthorized Use of Water</i>	

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 3

Term 17.....11  
*No Tampering with Utility Property*

Term 18.....11  
*Maintenance of Plumbing*

Term 19.....11, 12  
*Access to Premises*

Term 20.....12  
*Liability*

Term 21.....12  
*Fluctuation of Pressures by Customer’s Apparatus*

Term 22.....12  
*Safeguarding Direct Pressure Water Devices  
And Systems Supplied by Automatic Feed Valves*

Term 23.....12  
*Cross Connections*

Term 24.....12  
*Joint Use of Service Pipe Trench*

Term 25.....13  
*Conservation*

Term 26.....13  
*Back-Flow Prevention Device Testing*

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

Term 27.....13  
*Stop Valve*

Term 28.....13  
*Winter Construction*

Term 29.....13,14  
*Charges for Removal of Snow, Ice, or other  
Obstacles during Connection/Disconnection Requested by Customers.*

Term 30.....14-18  
*Metering, New Service Lines and Main Extensions*  
*a. Separate Metering of Premises.....14*  
*b. Metering of Multi-Unit Developments.....14,15*  
*c. Sub-Metering.....15*  
*d. Charges for repair/replacement of damaged .....15  
meters and other Utility equipment.*  
*e. Meter Testing..... 15,16*  
*f. Meter Pits.....16*  
*g. Extensions of Mains.....16*  
*h. Water Main Sizes.....17*  
*i. New Service Lines and Meters.....17,18*

Term 31.....18, 19  
*Private Fire Protection*

Term 32.....19  
*Fire Hydrants*

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 5

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.

## 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.

**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**.

**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 §2E)

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 6

- 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 Pipe.** *"Service Pipe"* means the pipe running from the water main to the customer's establishment.

**System Development Charge.** *"System Development Charge"* as approved by the Public Utilities Commission, April 29, 2003 is a charge to new customers or existing **Customers** who increase their meter size excluding Municipal and Private Fire Protection.

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

---

## 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 on forms provided by the **Utility**. Only the owner or owner's agent may be an applicant for service of **Seasonal Rental Property**.

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.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 7

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. If a new service connection or other work on the owner's premise is required, the owner must authorize the **Utility** to enter the premises to do the necessary work.

### 3. BILLING PROCEDURES:

a. **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.

b. **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.

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

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

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

**4. 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 physical 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.

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.

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

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 8

**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)

**6. 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 the greater of \$5.00 per account to which the check is to be applied or the amount that the bank charges the Utility. If the Customer is charged more than \$5.00, the Utility will provide the Customer a copy of the bank charge upon request.

**7. 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. If it is necessary for the **Utility** to visit the premises, the **Utility** will charge \$ 48.00 per hour, one hour minimum charge to establish water service during **Normal Business Hours**. **Other Hours**, the charge will be \$ 74.25 per hour, one hour minimum charge.

**8. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE.** The **Utility** will charge the **Customer** a Restoration/Reconnection fee to restore service at the **Customer's** premises for any reason allowable under Chapter 660 and/or these Terms and Conditions.

The Restoration/Reconnection charge is \$ 48.00 for resumption of service made during **Normal Business Hours**. The charge for resumption of service made during **Other Hours** is \$ 74.25.

**9. 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

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:



# Terms and Conditions

arrangement for the entire past due balance, the **Utility** will charge a Collection Trip charge of \$28.50 as permitted in Chapter 660 of the **Commission's** Rules.

**10. 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.

**10-1. 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 of \$ 300.00.

In addition, at its discretion, the **Utility** may separately meter or cause to be separately metered, at the property owner's expense, each dwelling unit within the property. (Chapter 660 § 10)

**11. 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)

**12. 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**. For a single Hydrant Flow Test the charge is \$168.00 during **Normal Business Hours**. For **Other Hours**, a single Hydrant Flow Test charge is \$252.00.

**13. SYSTEM DEVELOPMENT CHARGE.** The **Utility** shall charge a **System Development Charge** to all new **Customers** and existing **Customers**, excluding municipal and private fire services, who increase their meter size. For new **Customers** with meters 2" or larger, the charge will be calculated by the **Utility** based upon an estimated consumption. After three years of consumption history, the **Customer's** account will be adjusted based upon actual usage. For existing **Customers**, the charge will be the

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

difference between the **System Development Charge** for the increased meter size and the charge for the existing meter size. The **System Development Charge** shall be paid, by the **Customer** prior to connection and installation.

**14. UTILITY JOBBING.** Jobbing is the provision of unregulated Utility services, such as construction services.

If the Utility agrees to do work outside the scope of regulated Utility service for a Customer at the Customer's expense, the Utility may require an advance payment equal to the Utility's estimated cost of the work. At the completion of the work, any excess over the actual bill for service will be returned, and any amount due in excess of the advance payment will be payable. (Chapter 62 § 2B)

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

**15. 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.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

**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 their agent shall obtain water from any hydrant or other fixture of the **Utility** without the previous consent of the **Utility**. No **Customer** or his/her 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 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 \$ 48.00 per hour, one hour minimum charge, for each service visit to the **Customer's** premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during **Other Hours**, the fee will be \$74.25 per hour, one hour minimum charge.

**17. 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.

**18. 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**.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 12

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, the **Customer** will be notified in writing by the **Utility** and will be given 30 days to repair the leak. If the repair is not completed by that time, the **Customer** will be subject to disconnection, pursuant to Chapter 660.

**19. 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 § 4)

**20. 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.

**21. 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 § 4 C)

**22. 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 § 4 D)

**23. 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 back-flow, 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

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

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 § 4)

**24. 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.

**25. CONSERVATION.** All Customers shall minimize the waste of water. Pursuant to Chapter 620 of the Commission's Rules, when necessary to conserve the water supply or in the event of an emergency, the District may restrict or prohibit the use of hoses, lawn sprinklers and non-agricultural irrigation systems. Under these conditions, the District will decide what constitutes waste and improper usage to protect the health and safety of the water system.

**26. BACK-FLOW 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.

**27. 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.

**28. 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.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

## 29. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING

**CONNECTION/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, 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** at the following rates: \$ 48.00 per person per hour, one hour minimum charge during the **Normal Business Hours** plus the cost of equipment rental if applicable. During **Other Hours**, the charge will be \$ 74.25 per person per hour one-hour minimum charge, plus the cost of equipment rental, if applicable.

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

**a. Separate Metering of Premises.** 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, meter and shut-off for each building as a condition of service, except as provided in Chapter 660 of the **Commission's** rules. 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**. 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**.

**b. Metering of Multi-Unit Developments.** With the specific exception of hotels, motels and as otherwise specifically excluded herein, this Term applies to all multi-unit developments, including condominiums, apartments, mobile home parks, cottages, commercial and retail units and other similar units within residential and commercial developments. This also applies to all conversions of an existing building or buildings to multi-unit residential or commercial developments. The **Utility** requires that each residential or commercial unit in a multi-unit development be individually metered, including units in a single building and units in multiple buildings in a larger development. Design and construction of the system, including sizing, location, and installation of meters, associated valves and backflow prevention devices shall comply with all **Utility** construction standards and material specifications.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 15

In the case of multi-unit time-share developments, each unit shall be individually metered, but all meters within the same time-share development complex shall be billed to the complex owner, association, corporation, or other responsible entity.

As an exception to this Term, the **Utility** at its discretion, at the request of the owner(s), shall consider the master metering of multi-unit or multi-site campgrounds and RV Parks that are principally used by transient campers or guests utilizing mobile tents, campers, recreational vehicles, motor homes or similar equipment that is easily moved from a site and is not designed or used for long-term use at a single site. Campgrounds and RV Parks that are master metered and subsequently add or convert individual sites or units to non-transient or long-term use shall have all such sites or units individually metered.

**c. Sub metering.** Additional or auxiliary meters for showing subdivision of water use may be furnished, installed, read and maintained, at the **Customer's** own expense.

**d. 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 **Customer** negligence or improper care. During **Normal Business Hours**, the charge will be \$ 48.00 per hour with a minimum charge of one-hour. During **Other Hours**, the charge will be \$ 74.25 per hour one-hour minimum charge. In all cases, the **Customer** will be charged for the cost of the necessary replacement parts, including the meter. As specified in these Terms and Conditions, *Section 29* entitled *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 for this section.

**e. Meter Testing.** The **Utility** will test its water meters in accordance to Chapter 620 of the **Commission's** rules with the exception of Chapter 620, Section 3. MPUC order, Docket # 2018-00193-dated December 3, approved a testing interval for all 5/8" up to and including 1" Sensus iPerl meters to be tested or replaced every 20 years. All 5/8" up to and including 1" Sensus SR meters to be tested or replaced every 15 years. All 1 1/2" and 2" Sensus SR meters to be tested or replaced every 10 years.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

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 charge the **Customer** at the current \$48.00 per hour, one hour minimum charge, to cover the expense of the test. If a meter tested at the **Customer's** request does not conform to standards, the **Utility** will adjust the **Customer's** bill according to the provisions of Chapter 620 of the **Commission's** rules. If the meter conforms to standards, the **Utility** may continue to use the meter at the **Customer's** premises.

**f. Meter Pits.** The **Utility** shall require the owner/developer of the property to supply, 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:

f-1. 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.

f-2. The service location makes discovery of a possible leak unlikely.

f-3. **Service Pipe** not meeting the standard of the **Utility**. Must be copper Type K or Copper Tubing Size "CTS" Plastic Pipe rated at 200psi.

f-4. 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.

f-5. Crawl space with less than 60" from floor to bottom of joists.

f-6. The **Customer** does not provide a clean, warm, dry, and accessible location for the meter and its appurtenances.

**g. 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, Docket #2018-00196 dated November 19, allowing the District to charge an hourly fee to prepare a cost estimate for a proposed water

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:



# Terms and Conditions

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.

**h. 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.

**i. 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.

**j. New Service Lines and Meters.** 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** may elect to contract with the **Utility** to install the service line from the **Main** to the curb-stop, or contract with a **Utility** approved private contractor to complete the installation. 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 and be installed by the **Utility**. With prior approval, the **Utility** may allow the **Customer** to hire a **Utility** approved contractor for the entire installation, and all costs shall be paid by the **Customer**.

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. The **Utility** shall require individual **Service Pipes** 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 **Utility** standards and material specifications.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# Terms and Conditions

York Water District

Fourth Revision

Page | 18

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 **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. 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).

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,

j-1. All labor will be charged at the current \$ 48.00 per hour, one hour minimum charge for all work performed by the **Utility** and for the inspection and approval of contracted work.

j-2. Cost of the necessary District labor, materials, and equipment rental, if applicable, including the cost of the meter.

A written estimate will be provided to the **Customer** for the **Utility'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 **Utility** performing the work. A final reconciliation of the job costs will be provided 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 per the written agreement between the **Utility** and the **Customer**, as a condition of service.

**31. 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 special 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.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number:

# 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.

**32. 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.

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.

Effective Date: January 1, 2019

**EFFECTIVE DATE 1/1/19**

Approved Date:

**DOCKET NO 2018-00338**

Docket Number: