

TERMS AND CONDITIONS

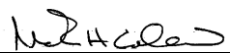
1. General

- A. The Company shall furnish service under its rate schedules and these Terms and Conditions, as approved from time to time by the Maine Public Utilities Commission ("MPUC"), except when service is provided by a separate written contract subject to the approval of the MPUC. Copies of currently effective Terms and Conditions are available at the offices of the Company.
- B. Revisions. These documents may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Laws of Maine, and such changes, when effective, shall be subject to the MPUC Rules and Regulations as effectively as though originally incorporated therein. In case of conflict between these Terms and Conditions and any Orders or Regulations of the MPUC, said Orders or Regulations shall govern.
- C. Assignments. Subject to MPUC Rules and Regulations, all contracts made by the Company shall be binding upon, and oblige, and inure to the benefit of, the successors and assigns, herein, executors, and administrators, of the parties thereto.
- D. Promotional Allowances. The Company may from time to time offer promotional allowances for the purpose of encouraging the selection, use or increased usage of the Company's service. The cost incurred by the Company in offering promotional allowances will be accounted for as required by the MPUC Rules and Regulations.

Docket No. 2013-00133

Issued: December 5, 2013

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Title: Treasurer

2. Definitions

A. When used herein the following terms shall have the meaning defined below:

- Applicant: Any person or business who applies for utility service and who has not been a Customer of the utility within the past 30 days.
- BTU: One British Thermal Unit is the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit.
- CCF: One hundred cubic feet of gas containing not less than 1,000 BTU per cubic foot.
- Company: Northern Utilities, Inc.
- Customer: Any person or business who has applied for, been accepted and is either receiving utility service or has agreed to be billed for utility service. This term also includes a person or business who was a Customer of the same utility within the past thirty (30) days and who requests service at the same or a different location.
- Delivery Service: The distribution (transportation) of Gas by the Company from a designated receipt point to the Customer's receipt point and related Customer services.
- Main Line: The pipe(s) used by the Company for the distribution of gas other than the service line.
- Make-up Bill: A bill issued for previously unbilled utility service.
- New Customer: Any person or business who has applied and been accepted for service, but has not taken service from the utility within the past 30 days.
- Occupant: Any person who resides at a premise that is provided with utility service.
- Sales Service: The distribution and sale of Gas by the Company delivered to the Customer and related Customer services.
- Service Line: All piping between the main tap and up to, but not including, the first valve or fitting of the meter or regulator setting.
- Therm: The quantity of heat energy equal to 100,000 BTUs.

3. Service Classifications

- A. Residential Heating and Non-Heating (Rates R-1 and R-2) Service - Natural gas services supplied for residential purposes to all individually metered customers in a building, or portion thereof, the home, residence or dwelling place of one or more person.
- B. Commercial and Industrial Services - Services including the Sale and / or Delivery of natural gas supply provided to all commercial and industrial customers.
1. Rate G-40 - A customer receiving service under this schedule must have annual usage less than or equal to 8,000 therms and peak period usage greater than or equal to 63% of annual usage, as determined by company records and procedures.
 2. Rate G-41 - A customer receiving service under this schedule must have annual usage of between 8,000 therms and 99,999 therms and peak period usage greater than or equal to 63% of annual usage, as determined by company records and procedures.
 3. Rate G-42 - A customer receiving service under this schedule must have annual usage greater than or equal to 100,000 therms and peak period usage greater than or equal to 63% of annual usage, as determined by company records and procedures.
 4. Rate G-50 - A customer receiving service under this schedule must have annual usage less than or equal to 8,000 therms and peak period usage less than 63% of annual usage, as determined by company records and procedures.
 5. Rate G-51 - A customer receiving service under this schedule must have annual usage of between 8,000 therms and 99,999 therms and peak period usage less than 63% of annual usage, as determined by company records and procedures.
 6. Rate G-52 - A customer receiving service under this schedule must have annual usage greater than or equal to 100,000 therms and peak period usage less than 63% of annual usage, as determined by company records and procedures.

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Title: Senior Vice President

M.P.U.C.
Northern Utilities, Inc.

Sixth Revised Page 4.1
Superseding Fifth Revised Page 4.1


- C. Interruptible Service - a service including the sale and / or delivery of natural gas available to any Commercial or Industrial Customer which may be curtailed at the sole discretion of the Company upon proper notification as established by tariff or contract.
- D. Any other service classifications or contracts that may be approved by the MPUC from time to time.

4. Application and Contract

Application for gas service may be made through the Company's website or by contacting the Company by phone. The Company will require adequate proof of identification in order to provide service for any residential or non-residential Applicant/Customer. Whether or not a signed application for service is made by the Applicant/Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

The application or the depositing of any sum of money by the Applicant/Customer shall not require the Company to render service until the expiration of such time as may be reasonably required by the Company to determine if the Applicant/Customer has complied with the provisions of these Terms and Conditions and as may reasonably be required by the Company to install the required service facilities

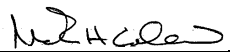
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Title: Daniel Hurstak
Vice President and
Treasurer

CANCELED
AND
RESERVED FOR FUTURE USE

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Title: Senior Vice President

Except as otherwise specifically provided for under a rate or elsewhere herein, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months.

As more fully detailed in Section II, the Company shall not be required to serve any Applicant/Customer if the distance of the premises to be served from an existing suitable distribution main, or the difficulty of access thereto, is such that the estimated annual income (revenue excluding gas costs) from the service applied for is insufficient to yield a reasonable return to the Company unless such application is accompanied by a cash payment or an arrangement satisfactory to the Company guaranteeing a stipulated revenue for a definite period of time or both.

Where service under the Rate Schedules is to be used for temporary purposes only, the Applicant/Customer may be required to pay the cost of installation and removal of equipment required to render service in addition to payments for gas consumed. Said costs of installation and removal may be required to be paid in advance of any construction by the Company.

Unauthorized connection to the Company's gas service facilities, or use of service obtained from the Company without authority or through false pretense, may be terminated by the Company without notice if a clear and present danger to life, health, physical property, or the utility's ability to serve other Customers exists. In any event, the use of service without proper notification to the Company will, in addition to any lawful remedies which the Company may have, render the user liable for the service so unlawfully used at the rate or rates applicable thereto; the amount thereof to be determined by the Company by measurement where possible, otherwise by estimate.

5. Assignment of Rate Schedules

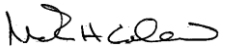
Rates are available for various classes of Customers. The conditions under which they are applicable are set forth in the Rate Schedules.

Upon application for service, the Applicant or Customer shall be asked for estimated usage requirements. Based upon reasonable usage estimates, the Customer will be advised of the applicable Rate Schedule for firm service from the Company. Absent reasonable usage estimates from the Applicant/Customer, the Company shall estimate the Applicant/Customer's usage requirements. The Company shall not be held responsible for inaccurate estimates of Applicant/Customer's requirements and will not refund the difference in charge(s) under different Rate Schedules.

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Upon notification of any material changes in the Customer's installation or load conditions, the Company will assist in determining if a reclassification to a different rate class is warranted, but not more than one (1) such change in rates will be made within any twelve (12) month period unless such subsequent change is ordered or approved by the MPUC or required by an emergency condition beyond the control of the Customer.

Each year the Company will evaluate each Customer's annual usage and percent peak period consumption based on the most current available twelve months usage. Customers who have experienced changes in their load characteristics will be reclassified to the proper customer class.

6. Credit and Deposits

A. Payment Obligation. The supply of service for any purpose, at any location, is contingent upon payment of all charges provided in the rate schedules as applicable to the location and the character of service. Unless otherwise specifically provided in the rate schedule, bills for service shall be net and shall be due and payable upon presentation. The maximum late payment charge established according to Section 1 of Chapter 870 of the MPUC Rules and Regulations will be assessed on all overdue amounts. An amount is overdue when it has not been paid by the due date. The due date must be at least 25 days after the bill is mailed or otherwise delivered to the Customer. A bill is considered to have been "mailed" on the date the bill is postmarked. If there is no postmark, the utility shall date the bill and mail the bill on or before the date on the bill.

No late payment fee may be imposed for any time period in which a bill is in dispute pursuant to Commission Rules. A Customer will have a minimum of 25 days from the date of resolution of the dispute to remit payment to the Company in order to avoid a late payment charge.

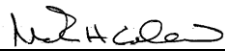
No late payment charges may be imposed for an amount overdue that is the sole result of a budget payment plan or from levelized payments under a special payment arrangement developed according to the Winter Disconnection Rule (Chapter 815, of the Commission's rules).

B. Residential Applicants/Customers. The Company and its Residential Applicants/Customers are subject to the requirements of Chapters 815 and 870 of the MPUC Rules and Regulations for all sales, deposits, payment arrangements, disputes, disconnections of service, methods of payment to avoid disconnection, procedures for winter disconnection, forms of notice and service restorations. The Company may demand a deposit from any Residential Applicant/Customer only if one or more of the conditions identified by Chapter 815 apply.

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The amount of the deposit shall not exceed the amount reasonably anticipated to be due for service for the two highest consecutive billing periods expected within a 12-month period. The amount of the deposit of a Residential Applicant with no previous usage history with the utility cannot exceed the two highest consecutive bills of the utility's other Residential Customers whose usage is similar or expected to be similar.

The Company will pay interest on the deposit at the rate prescribed from time to time by the MPUC.

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- C. Non-Residential Applicants/Customers. The Company's procedures for Non-Residential Applicants/Customers are subject to the requirements of Chapters 815 and 870 of MPUC Rules and Regulations for all sales, deposits, interest on deposits, payment arrangements, disputes, disconnections of service, methods of payment to avoid disconnection, forms of notice and service restorations. The Company may demand a deposit from any Non-residential Applicant/Customer only if one or more of the conditions identified by Chapter 815 apply.


The amount of the deposit shall not exceed the amount reasonably anticipated to be due for service for the two highest consecutive billing periods expected within a 12-month period. The amount of the deposit of a Non-residential Applicant with no previous usage history with the utility cannot exceed the two highest consecutive bills of the utility's other Non-Residential Customers whose usage is similar or expected to be similar.

The Company will pay interest on the deposit at the rate prescribed from time to time by the MPUC.

As provided for in Chapter 815 of the MPUC Rules and Regulations, in the case of leased or rented property where the landlord is the Customer, the Company will charge the landlord a reasonable fee for the collection of an unpaid account balance as set forth in Section 15 of these Terms and Conditions. The Company will also charge the landlord for expenses incurred to separately meter each dwelling unit if required under Section 9, I(4).

- D. Charge for Returned Checks. As provided for in Chapter 870 of the MPUC Rules and Regulations, the Company will charge Customers a fee for checks returned for nonpayment. The Company will charge the Customer the greater of \$5.00 per account to which the check is to be applied or the amount the bank charges the Company, not to exceed \$20.00. If the Company charges the Customer more than \$5.00, upon request from the Customer, the Company will furnish the Customer with proof of the bank change.
- E. Bill Payment Options. The Company may institute bill payment programs whereby Customers may pay any amounts owed the Company for service by mail, by phone or on-line using the ACH (automated clearinghouse) method or any other electronic check method accepted by the Company. Customers also have the option of paying their bills by credit card or debit card, as well as over the internet and by telephone. Customers may also pay in-person through numerous authorized payment agencies. Any vendor retained by the Company to process any payments by electronic bill payment, or any payment agency authorized by the Company to accept bill payments, may charge Customers a fee for processing payments so long as the Customer is informed of the specific amount of the fee prior to making the payment.

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Title: Vice President and
Treasurer

7. Customer Installation

The Customer shall make or procure satisfactory conveyance to the Company of all necessary easements and rights-of-way, including right of convenient access to the Company's property for furnishing adequate, safe and continuous service or for the removal of the Company's property upon termination of service.

Any person installing or maintaining natural gas piping or equipment on the Customer's side of the meter must be licensed by the State of Maine.

All Customers' piping and equipment beyond Company's meter and accessories thereto, necessary to utilize service furnished by the Company, shall be installed and maintained by a plumber or gas pipefitter in accordance with the National Fuel Gas Code and be owned and maintained by the Customer at his expense. The Customer shall bring his piping to a point for connection to the Company's meter or meters at a location satisfactory to the Company.

The Company is not required to install service-supply lines prior to the time that the piping of the premises is actually in progress, and the structure sufficiently completed to provide a safe and suitable terminus for the service-supply lines.

Upon request of the Customer, the Company will make repairs to, replacements of, or clear obstructions in the Customer's piping and shall charge the Customer for such labor and material as is necessary to place such pipes in good operating condition.

The Company reserves the right to inspect and approve the Customer's installation of all pipe and equipment to utilize the Company's gas, but such inspection or failure to make inspection, or the fact that the Company may connect to such installation, shall not make the Company liable for any loss, injury or damage which may be occasioned by the use of such installation or equipment used therefrom. The Company will refuse to provide gas service to any installation it considers to be unsafe.

8. Service Connections

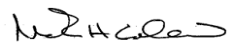
The Company reserves the right to designate the locations and specifications for all its piping, meters, fixtures, and fittings and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.

Applicant may request an alteration of such designation but, if consented to by the Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

Ordinarily no new service pipes or main extensions are installed during winter conditions (when frost is in the ground) unless the customer defrays the extra expenses and provided any required excavation is not prohibited by the local government having jurisdiction.

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9. Customer Use of Service

The Company shall have the right to enter the premises of the Customer at all reasonable hours for the purpose of making such inspection of the Customer's installation as may be necessary for the proper application of the Company's rate schedules and terms and conditions; for installing, removing, testing or replacing its apparatus or property; for reading meters; and for the entire removal of the Company's property in event of termination of service to the Customer for any reason.

All meters, services and other gas equipment owned by the Company shall be and will remain the property of the Company, and no one other than an employee or authorized agent of the Company shall be permitted to remove, operate, or maintain such property. The Customer shall not interfere with or alter the meter, seals or other property used in connection with the rendering of service or permit the same to be done by any person other than the authorized agents or employees of the Company. The Customer shall be responsible for all damage to, or loss of, such property unless occasioned by circumstances beyond the Customer's control. Such property shall be installed at points most convenient for the Company's access and service and in conformance with public regulations in force from time to time. The costs of relocating such property shall be borne by the Customer when done at the Customer's request, or for the Customer's convenience, or if necessary to remedy any violation of public law or regulation caused by the Customer.

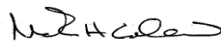
The Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise transfer to others gas purchased from the Company or any part thereof without the consent of the Company. This rule does not apply to a public utility company purchasing gas in bulk expressly for the purpose of distributing it to others. Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system, and, in the case of violation of this rule, the Company may discontinue service, or require the Customer to modify his installation and/or equip it with approved controlling devices. The service supply pipe, regulators, meters and equipment supplied by the Company for each Customer have definite capacities. The Customer shall notify the Company of any substantial changes in service requirements or location of appliances.

10. Service Continuity

The Company will use reasonable diligence in furnishing an uncurtailed and uninterrupted supply of gas except where rate schedules provide otherwise. The Company may interrupt its service hereunder for the purpose of making necessary alterations and repairs, but only for such time as may be reasonable or unavoidable, and the Company shall give to the Customer, except in case of emergency, reasonable notice of its intention to do so.

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Whenever the Company deems an emergency warrants interruption or limitation in the service being rendered, such interruption or limitation shall not constitute a breach of contract and shall not render the Company liable for damages suffered thereby or excuse the Customer from further fulfillment of the contract.

11. Meter Reading and Billing

The Company's filed rates for gas service are predicated on the sale or transportation of gas, as far as practicable, for a thirty (30) day period.


Pursuant to Chapter 815 of the Commission's Rules and Regulations, the Company will obtain an actual meter reading every month, unless:

1. extreme weather conditions, emergencies, equipment failure, work stoppages or other similar circumstances prevent an actual meter reading by utility employees; or
2. the Company must have access to the Customer's premises to obtain a reading and the Company is unable to gain access after using reasonable efforts to obtain access.

In the event a meter reading cannot be obtained at the regularly scheduled time, it will be estimated. Bills rendered for gas service on an estimated basis shall have the same force and effect as those based upon actual meter readings, subject to the provisions of Chapter 815 of the Commission's Rules and Regulations. If a monthly bill is rendered based upon an estimated consumption of gas, the Company will prepare the following month's bill based on an actual meter reading, so that the actual quantity of gas consumed is determined. The quantity previously billed to the Customer on an estimated basis will be deducted from the total quantity actually used during the period and the bill will be rendered for the remaining quantity.

A separate bill will be rendered for each meter used by the Customer unless, for the convenience of the Company, multiple meters are used for measurement of the same class or service, in which case a bill will be rendered for the total amount registered by all meters.

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Vice President and
Treasurer

Billing in general will be based on meter readings but bills will be adjusted to compensate for errors in meter registration, in the reading thereof, or in the application of Rate Schedules to intervals of greater or lesser duration than a month. Such adjustments shall be limited to the Customer last served at the particular location.

12. Meter Accuracy and Testing

The Company will provide each Customer with a meter or at the Company's discretion, more than one meter. An applicable rate schedule will be assigned to each meter or set of meters designated by the Company.

The Company may furnish and install such regulating and/or flow-control equipment and devices as it deems to be in the best interests of the Customer served, or of the gas system as a whole.

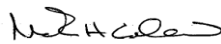
Before installation and periodically thereafter, each meter shall be tested and shall be considered commercially accurate if it measures within two percent (2%) of accuracy. After each test each meter shall be sealed and this seal shall not be broken by any person not expressly authorized by the Company.

Meters in use shall be tested at the request of the Customer, if desired, within fifteen (15) days from the time the request is made. If the meter has been tested within the preceding six months, the deposit of a fee of five dollars (\$5.00) will be required for the test.

If the meter is found to be in error by more than two percent (2%), the deposit shall be promptly refunded. If the meter is not found to be in error by as much as two percent (2%), such deposit shall be retained by the Company.

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13. Billing Errors and Previously Unbilled Service

Pursuant to Chapter 815 of the MPUC Rules and Regulations, the Company shall promptly notify a Customer in writing of a billing error after it discovers or is notified of the error. The notification can be made to the Customer via an explanation of the credit or charge on the bill or in a bill insert that accompanies the bill containing the credit or charge. The Company shall endeavor to correct the error within 45 days of discovery or notice and investigate the possibility that the billing error may affect multiple Customers. The discovery of the error is the point in time when the Company first becomes aware of the billing error; or, if notice of the error is provided by a third party, discovery of the error is when the Company confirms that a billing error was made. In the latter situation, the decision regarding whether or not a billing error occurred must be made within 14 days of the Company's receipt of the third party's notice of the error. If more than 10 customers are affected by the billing error, the Company shall immediately notify the Consumer Assistance and Safety Division of the MPUC.

A. Make-up Bills

The Company may issue a Make-up Bill for previously unbilled service caused by a billing error, failure to read the customer's meter pursuant to Chapter 815, Section 8(L) or a meter malfunction that could not have been reasonably detected by the customer or the utility, for service that was provided in the previous 12 months. The Company shall either apportion the usage evenly over the period in which the unbilled usage occurred or apportion the unbilled amount pursuant to the Company's usage algorithm. Once the usage has been properly apportioned over the unbilled period, the Company may re-bill the Customer based on the approved Rate Schedule rates in effect during the unbilled usage period. The Company may also agree to a settlement that abates all or a portion of the previously unbilled service.

If the Make-up Bill is for service that was previously unbilled because of unauthorized use or fraud by the Customer, the Company may bill for service that occurred up to 6 years before the issuance of the Make-up Bill.

When the Company issues a Make-up Bill, the Company will notify the Customer in writing of the right to a payment arrangement for the previously unbilled amount.

B. Refunds

The Company shall refund any amount billed in excess of the correct rates, as stated in the Company's Rate Schedules, within the previous 6 years from the date of the Company's discovery or its notification of the error.

14. Maintenance and Repair Service Policy

The Company will provide maintenance and repair service on a charge basis except for the following.

1. For Investigating any call indicating the following conditions, even though the investigation may show no such condition or may show that the condition is not associated with gas or gas equipment: (a) gas leak; (b) gas odor; (c) fire; (d) high, low or loss of pressure; (e) improper combustion; (f) abnormal appliance operation that could be hazardous, such as heating or water heating equipment that will not shut off; (g) any call indicating a potential hazard.

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2. For Investigating and Making Necessary Repair where investigation shows that gas quality or delivery through Company-owned facilities is at fault; or where there is a leak involving Company owned facilities. Company owned facilities are the mains, services, regulators, meters and associated piping up to and including the meters.
 3. Investigating and Making Safe any potentially hazardous condition associated with customer owned facilities. Customer owned facilities are piping from the meter outlet and equipment connected to this piping.
 - (a) To MAKE SAFE means to temporarily or permanently correct a situation with a minor repair or, where a minor repair is insufficient to correct the condition, to shut off the gas to the equipment. If the Customer feels that it is necessary to have the equipment involved made operable and it requires parts or more than a minor amount of labor, there will be a charge. Any material is to be charged for and any labor in excess of that required to make safe is to be charged for when performed.
 - (b) The intent of provision 3(a) above is to provide, , at no charge, enough time to make safe, but to charge for repair work requested by the Customer that requires material or more time than a minor repair.
 4. For Service Calls where our records show that the equipment involved has been serviced by a Company representative during the prior 30 days for the same condition and the required service is not due to independent damage or attempted repair by the Customer or a third party.
 5. For Service Calls on equipment rented from the Company.
 6. High Bill Complaints. Investigation of high bill complaints.
15. Termination of Service

The Company may disconnect service at the request of a Customer (provided that the provisions of Section 10(I) of Chapter 815 concerning landlord/tenant disconnections are not applicable) or if the premises are clearly abandoned. The Company may require Customers to give notice of requests to disconnect service. The Company cannot require more than seven (7) days' notice. The Company may require the Customer to pay for service that is actually provided until the Customer gives the required notice, the Company actually disconnects the service, the Company initiates disconnection procedures for failure to apply for Customer status, or there is an application for service at that location.

Notice to discontinue service prior to the expiration of a contract term will not relieve a Customer from any minimum, or guarantee payment under any contract or rate.

The Company may begin disconnection procedures without the consent of the Customer or Occupant only if one or more of the conditions identified in Chapter 815 of the MPUC's Rules and Regulations exist.

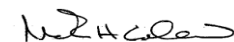
If, by reason of any act, neglect, or default of a Customer, the Company's service is suspended, or the Company is prevented from supplying service in accordance with the terms of any special contract it may have entered into with the Customer, the monthly Minimum Charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from said contract.

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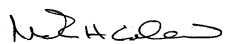


Title:

Treasurer

Before disconnecting a leased or rented single-meter, multi-unit dwelling, the Company shall assess, against the landlord, a fee of \$100 for the collection of an unpaid account balance in addition to any other applicable fees and charges, apply any existing deposit to the current account balance, and file a lien authorized by Title 35-A. M.R.S.A. Section 706.

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