



The NVC Utilities Committee will meet in a regularly scheduled monthly meeting on **Friday, June 26, 2026 at 2:30PM**. The meeting will be held in the Community Hall (downstairs) and online via Zoom.

The public is invited to attend.

The meeting agenda follows a standard structure:

1. Welcome for public comments
2. Call meeting to order
3. Approve May 15, 2026 Meeting Minutes
4. Superintendents Report
 - a. Operating report – review current reading/trends
 - b. Water and Sewer engineering studies status
 - c. Fire Protection Funding – status of waiver request to Maine PUC
5. Financial Review
 - a. Year-to-date 2026 Budget vs. Actuals
 - b. May 2026 Warrants – quick update from interim chair
 - c. Accounts Receivables status
 - d. Bank Balances
6. Discuss action plan for review/update of NVC Water Dept. Terms & Conditions
7. Other matters
8. Adjourn

A Zoom link and supporting materials will be concurrently furnished to the Utilities trustees and the public prior to the meeting date. **If you wish to attend this virtually, please contact the NVC office in advance by telephone (207-338-0751) or by email (officemanager@nvcmaine.gov)** to be added to a list of verified attendees.

Requests must include your full name, Bayside address and email address. If your property is not in your name, please provide the property owner's name. Once the information is verified, you will receive the Zoom link. This measure is taken to eliminate inappropriate interruptions by unauthorized Zoom participants.



**NVC Utilities Committee
Trustees Hybrid Meeting
Community Hall and by Zoom link**

Friday, May 15, 2026, 2:30 P.M. - **DRAFT**

Trustees Present: Interim Chair Fred Lincoln, Elaine Moss, Judy Metcalf (Zoom), Diana Eastty (Zoom), Casey Brown (Zoom), and David Crofoot member emeritus.

Staff Present: Bill Paige, Village Agent; Chuck Applebee, Utilities Superintendent

The May 2026 meeting of the NVC Utilities Trustees was called to order by the Interim Utilities chair.

Community Comments: None

Approve Minutes: Following a correction to the meeting date referenced in April's draft minutes document, a motion was made by Elaine Moss and seconded by Diana Eastty to approve the April 17, 2026 Utilities Committee meeting minutes. Motion carried - Unanimous.

Water/Wastewater Collections Latency: The committee discussed a recent Utilities Billing Recap summary of overdue payments (i.e., receivables) from water and sewer customers. On April 30, 2026 the NVC office reported a total of \$30,931 customer payments being overdue, with 57 disconnection notices then issued. As of May 11, 2026, with additional payments received, overdue payments dropped by approximately half, to \$15,386. Given the departments' tight budgets and risk to operating cash flows, concerns were expressed over continuing bad behaviors. Further, the village agent reported that some customers with overdue balances still expected their water to be turned on immediately, along with after-hours service calls.

This led to additional conversation about NVC's enforcement rights and what types of charges could potentially be levied in these types of situations, within applicable parameters set by the Maine PUC. The objective of establishing allowable fees or fines would be to influence an improvement to on-time payments. This prompted the committee's agreement, as a next step, to begin a review of NVC's existing Utilities Terms and Conditions document (dated Aug. 2013), along with current Maine PUC regulatory information, to determine any appropriate remedy options that may be available.

Superintendent's Report

1. The April 2026 Wastewater operating report reflects no exceedances experienced in the reporting period.

2. The Utilities Superintendent will check with the Maine PUC Commission on the status of NVC's Fire Protection Waiver Request submitted on April 3, 2026.
3. Infrastructure Planning: The Utilities Superintendent and Village Agent are not currently aware of any definitive utilities infrastructure projects that would overlap NVC general government planned activities. An engineering study report of the Wastewater department is anticipated in fall 2026, with the Water department report not expected until 2027.
4. Moore's is scheduled for the next pumping activity on June 26 which follows the first 2026 pumping that occurred on April 24. These are planned activities accounted for in the 2026 Sewer budget.

Financial Review

The most currently available Budget vs. Actuals reports (thru April) for the Water and Wastewater departments were reviewed by the trustees. Concerns were expressed with the reports not yet showing revenues from the first trimester billing of the year. Fred will work with the NVC Office and Bookkeeping to ensure the revenue figures are reported. In addition, water and sewer department bank balance amounts, thru April 2026, were shared with committee members.

Other

The village agent reported on a sewer pipe problem at Upper Maple St. Also discussed was an issue of encroachments of trees and other encumbrances to village-owned property that may challenge access to future maintenance needs.

Meeting adjourned at 3:22 p.m.

June 23, 2026

Utility Department Monthly Operating Report Sewer Department

May 2026 Effluent Monitoring Data

During the operating period of May 2026 there were no exceedances. See performance table below for further details of the regulatory monitoring data, for the month of May 2026.

See updated Flow, TSS and BOD Trend Charts at the end of this report.

WWTP Monthly Performance Table

Parameters	May	April	March	YTD Low	YTD Hi	YTD	2025	DEP Limit	YTD Exceed- ances
Flow GPD Avg	19866	17781	23896	3844	23896	14982	14352	63,000	0
Precip inches	4.03	4.11	3.31	.25	4.11	2.34	2.61	n/a	0
TSS lbs/min	0.8	0.5	0.53	0.29	0.8	0.54	1.41	<76	0
TSS lbs max	2.6	1.4	6.34	0.37	6.34	2.44	2.3	report	0
TSS mg/l ave	9	7	10	7	15	10.4	18.7	<145	0
TSS mg/l max	12	10	14	10	22	11.76	23.88	report	0
TSS % removal	96.9	97.6	96	95	97.6	96.5	94.0	>50	0
BOD lbs/min	3.2	3.1	3.51	2.46	3.51	3.03	2.68	<107	0
BOD lbs max	13.0	6.2	95.12	4.26	95.12	24.83	16.09	report	0
BOD mg/l ave	43	39	91	39	105	69.8	98.36	<203	0
BOD mg/l max	61	44	189	44	189	112.2	129	report	0
BOD % removal	85.3	86.6	69	64	86.6	76.1	68.05	>30	0
pH low	6.5	6.4	6.5	6.4	6.5	6.5	6.45	>6.0	0
pH high	6.7	6.7	6.7	6.7	6.7	6.7	6.82	<9.0	0
St solids ml/l av	0.1	0.1	0.1	0.1	0.1	0.1	0.11	report	0
TRC mg/l max	.04	0.05	0.04	0.03	0.05	0.04	0.03	<0.3	0
Fecal cfu ave	<4	<4	<4	<4	<4	<4	<4	<14	0
Fecal cfu max	<4	<4	<4	<4	<4	<4	<4	<31	0
Enterococcus cfu ave	<4	<4	n/a	n/a	n/a	n/a	6	<8	0
Enterococcus cfu max	<4	<4	n/a	n/a	n/a	n/a	68	<54	1
Hg ng/l ave	16.5	n/a	n/a	n/a	n/a	16.5	17.5	33.4	0
Hg ng/l max	2.6	n/a	n/a	n/a	n/a	2.6	9.5	50.1	0

1. In may 2026 Low Level Mercury was tested with a result of 2.6 ng/l resulting in an running calculated average of 9.5 ng/l.
2. Moore's Septage pumped first 2 tanks on each train April 24th 2026 and Oct 4th the last scheduled pump for 2025.
3. Moore's also pumped all tanks on June 27, 2025and is scheduled to pump all tanks June 26, 2026.

4. **A new flow recorder was installed, calibrated and recording on April 4, 2025. Flow calibrations are scheduled for this Friday June 26th 2026 in coordination with tank pumping.**
5. **As agreed with MDEP Conductivity testing is being conducted on bacteria samples for determining relevance of high tide in relationship to high entro bacteria results.**

Drinking Water Department

May 2026 Production and Water Quality.

For the month we averaged 19,954 gpd compared to 19,303 gpd for the same month in 2025. The weekly free chlorine residual in the drinking water ranged from 0.26 - 0.37 ppm/Cl² compared to the recommended goal of >.20 to <1.0 ppm/Cl₂ at the entry point to the distribution system and a detectable residual at the tap. The EPA maximum concentration level (MCL) not to be exceeded for chlorine residual related to human health is 4.0 ppm. The monthly total coliform and e-coli water sample test results were negative.

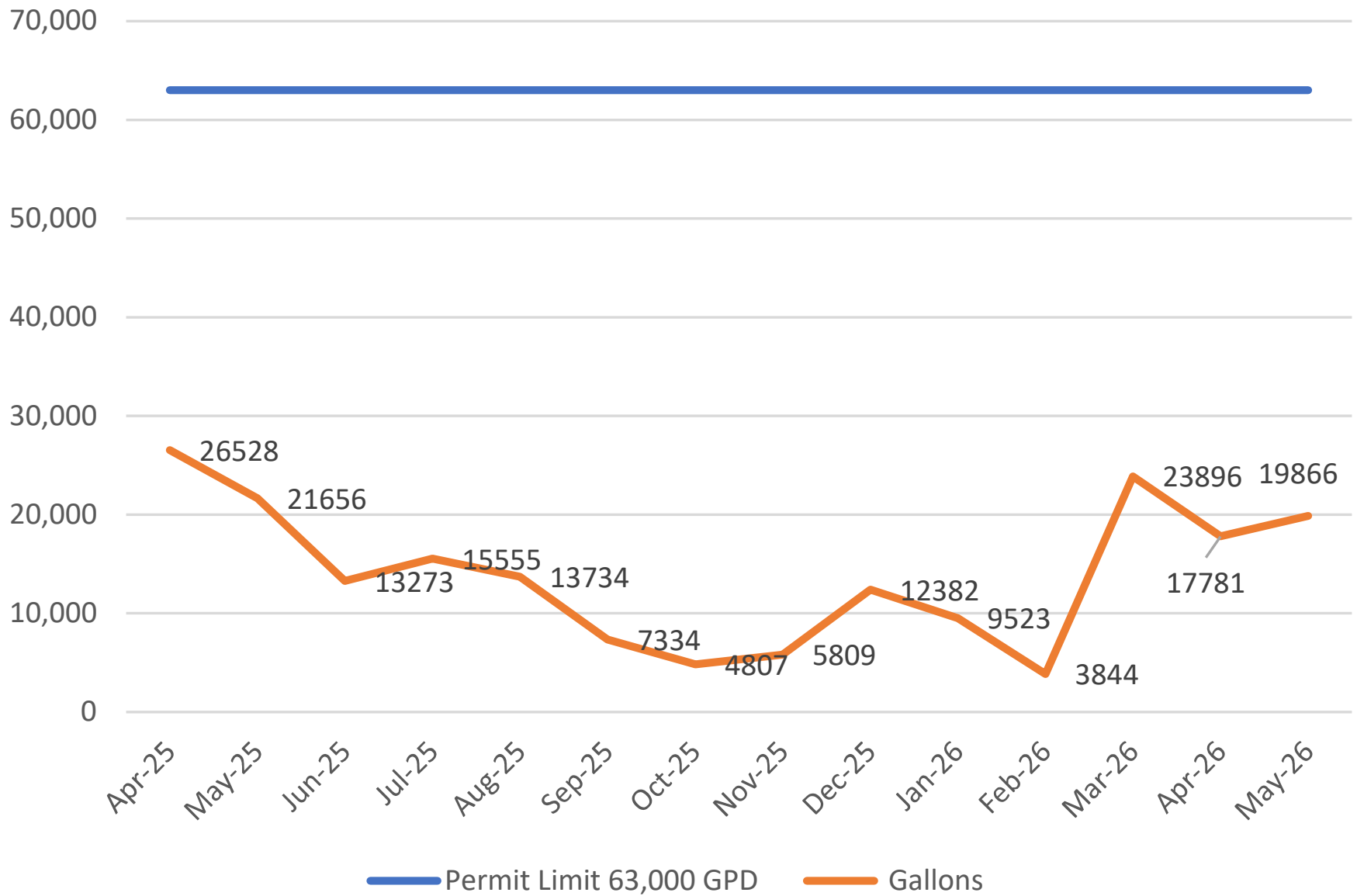
1. **A leak is suspected on the water main that serves Maple Street, Treatment Plant, Ruggles Park and the Yacht Club. Investigation and correction are currently being scheduled.**
2. **A Capacity Development Grant application was submitted on behalf of the water system and the state awarded NVC Water Department a grant of \$29,999 for a \$40,000 project.**

April 2025 - May 2026 Northport Village

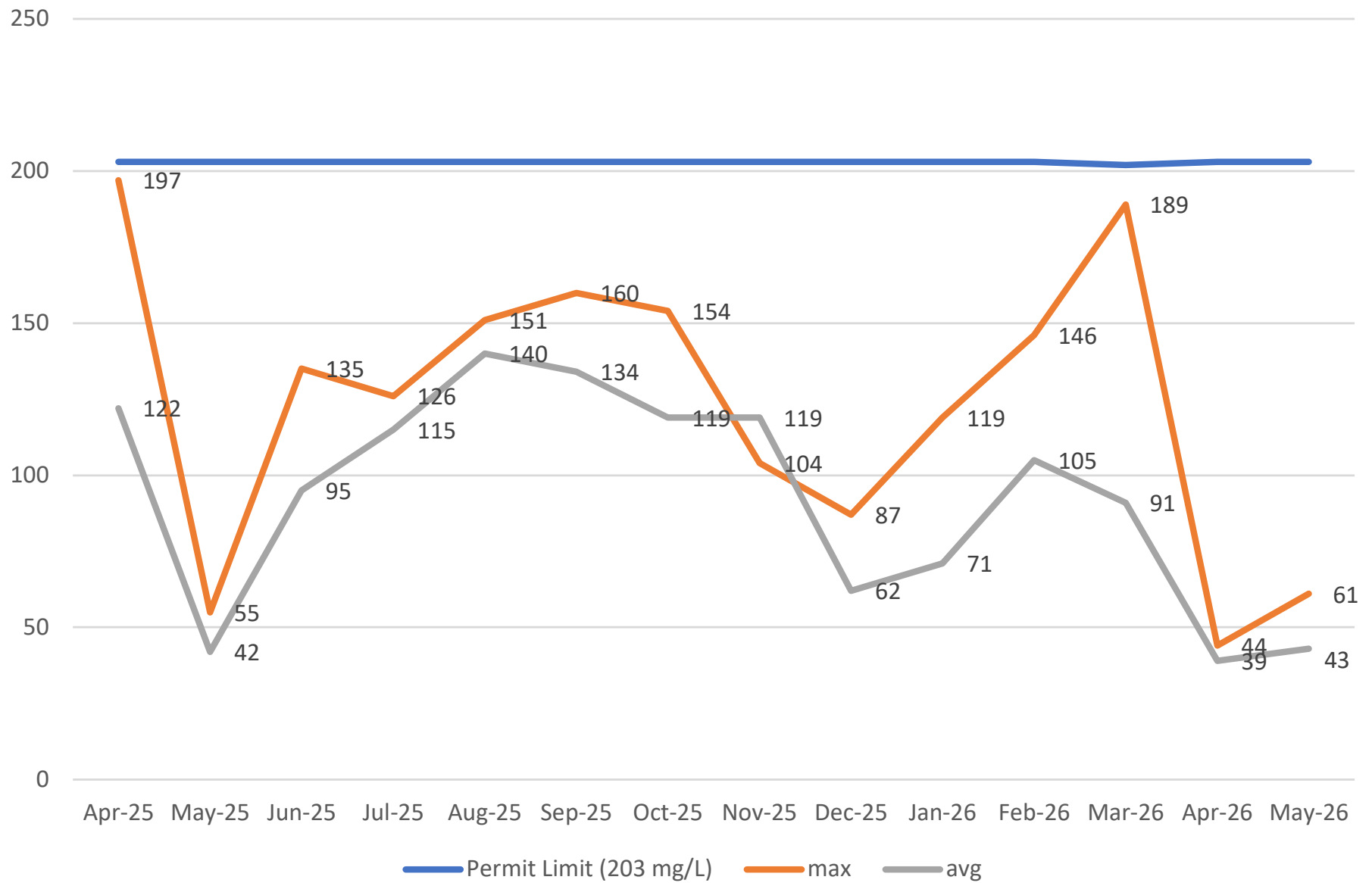
Flow Bod TSS Data

	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26
Flow Avg														
Gals	26528	21656	13273	15555	13734	7334	4807	5809	12382	9523	3844	23896	17781	19866
BOD mg/l														
max	197	55	135	126	151	160	154	104	87	119	146	189	44	61
avg	122	42	95	115	140	134	119	119	62	71	105	91	39	43
TSS mg/l														
max	15	21	38	33	33	40	28	19	12	22	11	14	10	12
avg	8	15	26	29	28	31	24	16	11	15	10	10	7	9

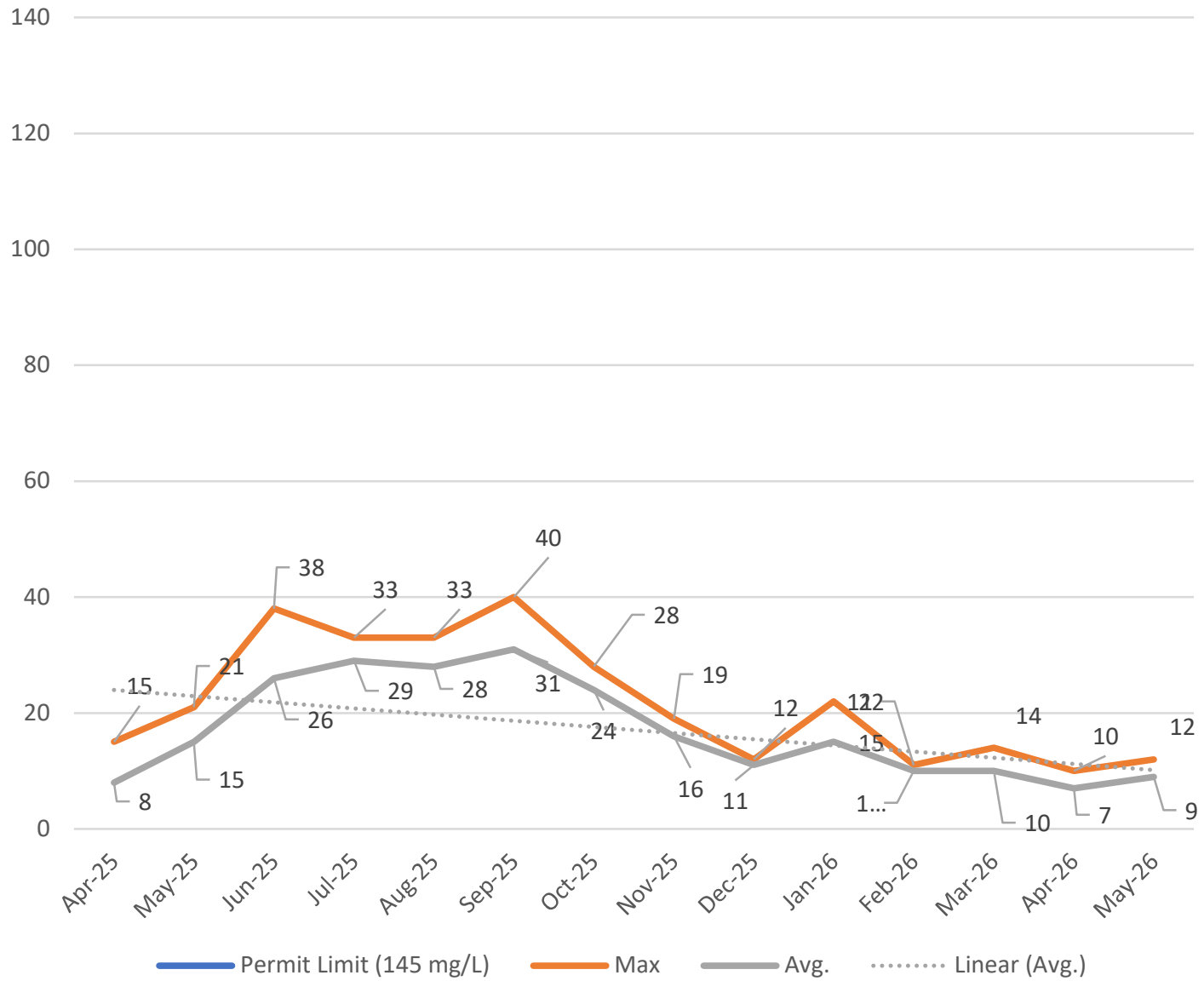
April 2025 - May 2026 Daily Flow Average



April 2025- May 2026 BOD (mg/L)



April 2025 - May 2026 TSS (mg/L)



NVC- Sewer

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
Revenue						
4000 Revenue						
4400 Sewer Operating Revenue						
4410 Sewer Fees	110,727.86	335,080.00	-224,352.14	224,352.14	33.05 %	66.95 %
Total 4400 Sewer Operating Revenue	110,727.86	335,080.00	-224,352.14	224,352.14	33.05 %	66.95 %
4600 Sewer Non-operating Revenue						
4610 Interest Income	1,020.90	2,000.00	-979.10	979.10	51.05 %	48.96 %
4620 Grants	19,155.12	0.00	19,155.12	-19,155.12		
4630 Miscellaneous Revenue		0.00	0.00	0.00		
4640 RTS fee	664.50		664.50	-664.50		
Total 4600 Sewer Non-operating Revenue	20,840.52	2,000.00	18,840.52	-18,840.52	1,042.03 %	-942.03 %
Total 4000 Revenue	131,568.38	337,080.00	-205,511.62	205,511.62	39.03 %	60.97 %
Billable Expenditure Revenue		0.00	0.00	0.00		
Services		3,010.00	-3,010.00	3,010.00		100.00 %
Unapplied Cash Payment Revenue		0.00	0.00	0.00		
Uncategorized Income		0.00	0.00	0.00		
Total Revenue	\$131,568.38	\$340,090.00	\$ -208,521.62	\$208,521.62	38.69 %	61.31 %
GROSS PROFIT	\$131,568.38	\$340,090.00	\$ -208,521.62	\$208,521.62	38.69 %	61.31 %
Expenditures						
6000 1099 Contractors						
6010 Casual Labor		0.00	0.00	0.00		
6020 Contracted Services						
6021 Mowing and Trimming Service		0.00	0.00	0.00		
6022 Trash Collection		0.00	0.00	0.00		
Total 6020 Contracted Services		0.00	0.00	0.00		
6036 Bookkeeping	3,456.75	9,600.00	-6,143.25	6,143.25	36.01 %	63.99 %
6047 Sewer Utilities Superintendent	8,060.10	30,000.00	-21,939.90	21,939.90	26.87 %	73.13 %
Total 6000 1099 Contractors	11,516.85	39,600.00	-28,083.15	28,083.15	29.08 %	70.92 %
6050 Auto Expenses						
6051 Auto Fuel Expense						
6052 Cruiser Fuel		0.00	0.00	0.00		
6053 Truck Fuel	209.23	750.00	-540.77	540.77	27.90 %	72.10 %
Total 6051 Auto Fuel Expense	209.23	750.00	-540.77	540.77	27.90 %	72.10 %
6055 Auto Repairs & Maintenance						
6056 Cruiser Maintenance		0.00	0.00	0.00		
6057 Truck Maintenance	1,000.72	1,000.00	0.72	-0.72	100.07 %	-0.07 %
Total 6055 Auto Repairs & Maintenance	1,000.72	1,000.00	0.72	-0.72	100.07 %	-0.07 %
6058 Mileage Expenses		0.00	0.00	0.00		
6059 Accrue for Truck Replacement		2,000.00	-2,000.00	2,000.00		100.00 %
Total 6050 Auto Expenses	1,209.95	3,750.00	-2,540.05	2,540.05	32.27 %	67.73 %
6065 Community Events		0.00	0.00	0.00		
6070 Employee Wages & Benefits						
6075 Employee Benefits						
6076 Company Paid Benefits	1,364.11	4,000.00	-2,635.89	2,635.89	34.10 %	65.90 %
6077 Income Protection Plan	384.65	2,500.00	-2,115.35	2,115.35	15.39 %	84.61 %
Total 6075 Employee Benefits	1,748.76	6,500.00	-4,751.24	4,751.24	26.90 %	73.10 %
6080 Employees Salaries & Wages						
6081 Collection System Operator	4,783.30	18,000.00	-13,216.70	13,216.70	26.57 %	73.43 %
6081.5 Assistant CSO		5,000.00	-5,000.00	5,000.00		100.00 %

NVC- Sewer

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
6082 Distribution Officer Wages	0.00	0.00	0.00	0.00		
6082.5 Assistant DO Wages		0.00	0.00	0.00		
6083 Lifeguard Wages		0.00	0.00	0.00		
6084 Office Personnel Wages	6,755.63	18,100.00	-11,344.37	11,344.37	37.32 %	62.68 %
6084.5 Finance Manager		4,000.00	-4,000.00	4,000.00		100.00 %
6085 Police Wages		0.00	0.00	0.00		
6086 Treatment Plant Operator	12,314.50	38,425.00	-26,110.50	26,110.50	32.05 %	67.95 %
6087 Utility Billing Wages	1,282.71	5,500.00	-4,217.29	4,217.29	23.32 %	76.68 %
6088 Village Agent Wages		0.00	0.00	0.00		
6088.50 Village Agent Assistant		0.00	0.00	0.00		
6089 Village Official Wages		0.00	0.00	0.00		
6090 Winter Road Wages		0.00	0.00	0.00		
Total 6080 Employees Salaries & Wages	25,136.14	89,025.00	-63,888.86	63,888.86	28.23 %	71.77 %
6095 Payroll Processing Fees	224.00	1,100.00	-876.00	876.00	20.36 %	79.64 %
6096 Payroll Tax Expense	2,399.63	7,000.00	-4,600.37	4,600.37	34.28 %	65.72 %
Total 6070 Employee Wages & Benefits	29,508.53	103,625.00	-74,116.47	74,116.47	28.48 %	71.52 %
6150 Information & Notices		300.00	-300.00	300.00		100.00 %
6160 Insurance Paid						
6161 Property & Casualty Insurance		3,500.00	-3,500.00	3,500.00		100.00 %
6162 Workers Comp Insurance		1,300.00	-1,300.00	1,300.00		100.00 %
Total 6160 Insurance Paid		4,800.00	-4,800.00	4,800.00		100.00 %
6190 Legal & Professional Services						
6191 Auditing Services		10,000.00	-10,000.00	10,000.00		100.00 %
6192 Engineering Fees	12,462.64	0.00	12,462.64	-12,462.64		
6193 Legal Fees		0.00	0.00	0.00		
Total 6190 Legal & Professional Services	12,462.64	10,000.00	2,462.64	-2,462.64	124.63 %	-24.63 %
6210 Licenses, Permits, & Fees		2,500.00	-2,500.00	2,500.00		100.00 %
6240 Membership Dues		300.00	-300.00	300.00		100.00 %
6260 Office Supplies	526.28	1,500.00	-973.72	973.72	35.09 %	64.91 %
6285 Postage	156.00	1,500.00	-1,344.00	1,344.00	10.40 %	89.60 %
6305 Regulatory Fees	1,341.06	1,500.00	-158.94	158.94	89.40 %	10.60 %
6330 Repairs & Maintenance						
6331 Building Repairs & Maintenance	179.51	500.00	-320.49	320.49	35.90 %	64.10 %
6332 Cleaning	297.00	850.00	-553.00	553.00	34.94 %	65.06 %
6335 Sludge Removal	11,080.00	50,000.00	-38,920.00	38,920.00	22.16 %	77.84 %
6337 Wharf & Floats Maintenance		2,500.00	-2,500.00	2,500.00		100.00 %
6342 General Repairs & Maintenance	464.25	12,000.00	-11,535.75	11,535.75	3.87 %	96.13 %
Total 6330 Repairs & Maintenance	12,020.76	65,850.00	-53,829.24	53,829.24	18.25 %	81.75 %
6344 Safety Committee Operations		0.00	0.00	0.00		
6345 Software	990.05	5,000.00	-4,009.95	4,009.95	19.80 %	80.20 %
6350 Supplies & Chemicals	3,225.61	12,000.00	-8,774.39	8,774.39	26.88 %	73.12 %
6360 Tax Collection Fees		0.00	0.00	0.00		
6370 Training						
6371 Police Training		0.00	0.00	0.00		
Total 6370 Training		0.00	0.00	0.00		
6390 Uniforms, Equipment, & Supplies						
6391 Lifeguard - Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
6392 Police - Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
Total 6390 Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
6400 Utilities						

NVC- Sewer

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
6401 Electricity Expense	1,726.13	5,500.00	-3,773.87	3,773.87	31.38 %	68.62 %
6402 Oil	237.60	600.00	-362.40	362.40	39.60 %	60.40 %
6403 Hydrant Rental		150.00	-150.00	150.00		100.00 %
6404 Propane	95.41	750.00	-654.59	654.59	12.72 %	87.28 %
6405 Street Lights		0.00	0.00	0.00		
6406 Telephone & Internet Expenses	390.71	1,500.00	-1,109.29	1,109.29	26.05 %	73.95 %
6407 Water & Sewer	523.70	1,800.00	-1,276.30	1,276.30	29.09 %	70.91 %
Total 6400 Utilities	2,973.55	10,300.00	-7,326.45	7,326.45	28.87 %	71.13 %
6500 Water Testing	2,438.00	11,000.00	-8,562.00	8,562.00	22.16 %	77.84 %
6700 Depreciation Expense		0.00	0.00	0.00		
6800 Bond Expenses						
6810 2008 MMBB Bond Principal		6,998.00	-6,998.00	6,998.00		100.00 %
6811 2008 MMBB Bond Interest	360.38	360.00	0.38	-0.38	100.11 %	-0.11 %
6814 2012 MMBB Refinance Bond Principal		5,583.00	-5,583.00	5,583.00		100.00 %
6815 2012 MMBB Refinance Bond Interest		1,930.00	-1,930.00	1,930.00		100.00 %
6816 2013 BHBT Bond Principal		12,571.00	-12,571.00	12,571.00		100.00 %
6817 2013 BHBT Bond Interest	2,512.91	5,026.00	-2,513.09	2,513.09	50.00 %	50.00 %
6821 Loan Payment to Water - Principal	4,858.57	19,532.00	-14,673.43	14,673.43	24.87 %	75.13 %
6822 Loan Payment to Water - Interest	749.05	1,304.00	-554.95	554.95	57.44 %	42.56 %
Total 6800 Bond Expenses	8,480.91	53,304.00	-44,823.09	44,823.09	15.91 %	84.09 %
Unapplied Cash Bill Payment Expenditure		0.00	0.00	0.00		
Uncategorized Expense		0.00	0.00	0.00		
Total Expenditures	\$86,850.19	\$326,829.00	\$ -239,978.81	\$239,978.81	26.57 %	73.43 %
NET OPERATING REVENUE	\$44,718.19	\$13,261.00	\$31,457.19	\$ -31,457.19	337.22 %	-237.22 %
Other Expenditures						
7100 Contingency Expenses		6,361.00	-6,361.00	6,361.00		100.00 %
7300 Sewer Reserve Fund		7,200.00	-7,200.00	7,200.00		100.00 %
Reconciliation Discrepancies		0.00	0.00	0.00		
Total Other Expenditures	\$0.00	\$13,561.00	\$ -13,561.00	\$13,561.00	0.00%	100.00 %
NET OTHER REVENUE	\$0.00	\$ -13,561.00	\$13,561.00	\$ -13,561.00	0.00 %	100.00 %
NET REVENUE	\$44,718.19	\$ -300.00	\$45,018.19	\$ -45,018.19	-14,906.06 %	15,006.06 %

NVC- WATER

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
Revenue						
4100 Water Revenue						
4200 Water Operating Revenue						
4210 Water Sales	74,000.23	210,800.00	-136,799.77	136,799.77	35.10 %	64.90 %
4220 Rate Increase		0.00	0.00	0.00		
4230 Water Service Fee Revenue		8,000.00	-8,000.00	8,000.00		100.00 %
4240 Hydrant Rental Revenue		25,000.00	-25,000.00	25,000.00		100.00 %
Total 4200 Water Operating Revenue	74,000.23	243,800.00	-169,799.77	169,799.77	30.35 %	69.65 %
4300 Water Non-operating Revenue						
4310 Interest Income	373.46	3,000.00	-2,626.54	2,626.54	12.45 %	87.55 %
4320 Interest on Loan Receivable Sewer		1,304.00	-1,304.00	1,304.00		100.00 %
4330 Lead Pipe Study Grant		0.00	0.00	0.00		
4340 Miscellaneous Revenue	402.00	0.00	402.00	-402.00		
Total 4300 Water Non-operating Revenue	775.46	4,304.00	-3,528.54	3,528.54	18.02 %	81.98 %
Total 4100 Water Revenue	74,775.69	248,104.00	-173,328.31	173,328.31	30.14 %	69.86 %
Unapplied Cash Payment Revenue		0.00	0.00	0.00		
Uncategorized Income		0.00	0.00	0.00		
Total Revenue	\$74,775.69	\$248,104.00	\$ -173,328.31	\$173,328.31	30.14 %	69.86 %
Cost of Goods Sold						
5000 Cost of Goods Sold						
5100 Water Purchases	9,000.36	30,000.00	-20,999.64	20,999.64	30.00 %	70.00 %
Total 5000 Cost of Goods Sold	9,000.36	30,000.00	-20,999.64	20,999.64	30.00 %	70.00 %
Total Cost of Goods Sold	\$9,000.36	\$30,000.00	\$ -20,999.64	\$20,999.64	30.00 %	70.00 %
GROSS PROFIT	\$65,775.33	\$218,104.00	\$ -152,328.67	\$152,328.67	30.16 %	69.84 %
Expenditures						
6000 1099 Contractors						
6010 Casual Labor		0.00	0.00	0.00		
6020 Contracted Services						
6021 Mowing and Trimming Service		0.00	0.00	0.00		
6022 Trash Collection		0.00	0.00	0.00		
Total 6020 Contracted Services		0.00	0.00	0.00		
6036 Bookkeeping	3,456.75	9,600.00	-6,143.25	6,143.25	36.01 %	63.99 %
6047 Water Utilities Superintendent	6,404.40	25,000.00	-18,595.60	18,595.60	25.62 %	74.38 %
Total 6000 1099 Contractors	9,861.15	34,600.00	-24,738.85	24,738.85	28.50 %	71.50 %
6050 Auto Expenses						
6051 Auto Fuel Expense						
6052 Cruiser Fuel		0.00	0.00	0.00		
6053 Truck Fuel	209.23	750.00	-540.77	540.77	27.90 %	72.10 %
Total 6051 Auto Fuel Expense	209.23	750.00	-540.77	540.77	27.90 %	72.10 %
6055 Auto Repairs & Maintenance						
6056 Cruiser Maintenance		0.00	0.00	0.00		
6057 Truck Maintenance	1,000.72	1,000.00	0.72	-0.72	100.07 %	-0.07 %
Total 6055 Auto Repairs & Maintenance	1,000.72	1,000.00	0.72	-0.72	100.07 %	-0.07 %
6058 Mileage Expenses		0.00	0.00	0.00		
6059 Accrue for Truck Replacement		2,000.00	-2,000.00	2,000.00		100.00 %
Total 6050 Auto Expenses	1,209.95	3,750.00	-2,540.05	2,540.05	32.27 %	67.73 %
6065 Community Events		0.00	0.00	0.00		
6070 Employee Wages & Benefits						

NVC- WATER

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
6075 Employee Benefits						
6076 Company Paid Benefits	1,391.99	4,000.00	-2,608.01	2,608.01	34.80 %	65.20 %
6077 Income Protection Plan	159.30	1,200.00	-1,040.70	1,040.70	13.28 %	86.73 %
Total 6075 Employee Benefits	1,551.29	5,200.00	-3,648.71	3,648.71	29.83 %	70.17 %
6080 Employees Salaries & Wages						
6081 Collection System Operator		0.00	0.00	0.00		
6082 Distribution Officer Wages	10,115.11	41,600.00	-31,484.89	31,484.89	24.32 %	75.68 %
6082.5 Assistant DO Wages		4,000.00	-4,000.00	4,000.00		100.00 %
6083 Lifeguard Wages		0.00	0.00	0.00		
6084 Office Personnel Wages	6,755.63	18,100.00	-11,344.37	11,344.37	37.32 %	62.68 %
6084.50 Finance Manager		4,000.00	-4,000.00	4,000.00		100.00 %
6085 Police Wages		0.00	0.00	0.00		
6087 Utility Billing Wages	1,282.72	5,500.00	-4,217.28	4,217.28	23.32 %	76.68 %
6088 Village Agent Wages		0.00	0.00	0.00		
6088.50 Village Agent Assistant		0.00	0.00	0.00		
6089 Village Official Wages		0.00	0.00	0.00		
6090 Winter Road Wages		0.00	0.00	0.00		
Total 6080 Employees Salaries & Wages	18,153.46	73,200.00	-55,046.54	55,046.54	24.80 %	75.20 %
6095 Payroll Processing Fees	224.00	1,100.00	-876.00	876.00	20.36 %	79.64 %
6096 Payroll Tax Expense	1,549.20	6,000.00	-4,450.80	4,450.80	25.82 %	74.18 %
Total 6070 Employee Wages & Benefits	21,477.95	85,500.00	-64,022.05	64,022.05	25.12 %	74.88 %
6150 Information & Notices		300.00	-300.00	300.00		100.00 %
6160 Insurance Paid						
6161 Property & Casualty Insurance		3,220.00	-3,220.00	3,220.00		100.00 %
6162 Workers Comp Insurance		1,000.00	-1,000.00	1,000.00		100.00 %
Total 6160 Insurance Paid		4,220.00	-4,220.00	4,220.00		100.00 %
6170 Interest		0.00	0.00	0.00		
6190 Legal & Professional Services						
6191 Auditing Services		14,000.00	-14,000.00	14,000.00		100.00 %
6192 Engineering Fees		0.00	0.00	0.00		
6193 Legal Fees		0.00	0.00	0.00		
Total 6190 Legal & Professional Services		14,000.00	-14,000.00	14,000.00		100.00 %
6210 Licenses, Permits, & Fees		600.00	-600.00	600.00		100.00 %
6240 Membership Dues		300.00	-300.00	300.00		100.00 %
6260 Office Supplies	413.56	1,500.00	-1,086.44	1,086.44	27.57 %	72.43 %
6285 Postage	156.00	1,500.00	-1,344.00	1,344.00	10.40 %	89.60 %
6305 Regulatory Fees		1,200.00	-1,200.00	1,200.00		100.00 %
6330 Repairs & Maintenance						
6331 Building Repairs & Maintenance	179.51	500.00	-320.49	320.49	35.90 %	64.10 %
6332 Cleaning	297.00	850.00	-553.00	553.00	34.94 %	65.06 %
6342 General Repairs & Maintenance	4,557.00	12,000.00	-7,443.00	7,443.00	37.98 %	62.03 %
Total 6330 Repairs & Maintenance	5,033.51	13,350.00	-8,316.49	8,316.49	37.70 %	62.30 %
6345 Software	990.05	5,000.00	-4,009.95	4,009.95	19.80 %	80.20 %
6350 Supplies	983.86	5,500.00	-4,516.14	4,516.14	17.89 %	82.11 %
6360 Tax Collection Fees		0.00	0.00	0.00		
6370 Training						
6371 Police Training		0.00	0.00	0.00		
Total 6370 Training		0.00	0.00	0.00		
6390 Uniforms, Equipment, & Supplies						

NVC- WATER

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

January - December 2026

	TOTAL					
	ACTUAL	BUDGET	OVER BUDGET	REMAINING	% OF BUDGET	% REMAINING
6391 Lifeguard - Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
6392 Police - Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
Total 6390 Uniforms, Equipment, & Supplies		0.00	0.00	0.00		
6400 Utilities						
6401 Electricity Expense	2,730.49	5,000.00	-2,269.51	2,269.51	54.61 %	45.39 %
6402 Oil/Propane	237.60	600.00	-362.40	362.40	39.60 %	60.40 %
6403 Hydrant Rental		0.00	0.00	0.00		
6405 Street Lights		0.00	0.00	0.00		
6406 Telephone & Internet Expenses	390.72	1,500.00	-1,109.28	1,109.28	26.05 %	73.95 %
6407 Water & Sewer	523.70	1,500.00	-976.30	976.30	34.91 %	65.09 %
Total 6400 Utilities	3,882.51	8,600.00	-4,717.49	4,717.49	45.15 %	54.85 %
6500 Water Testing	224.00	1,100.00	-876.00	876.00	20.36 %	79.64 %
6600 Lead Pipe Testing Expenses		0.00	0.00	0.00		
6700 Reserve Accrual - Loan from Sewer Interest		1,304.00	-1,304.00	1,304.00		100.00 %
6800 Bond Expenses						
6812 2009 MMBB Bond Principal		0.00	0.00	0.00		
6813 2099 MMBB Bond Interest		0.00	0.00	0.00		
6816 2013 MMBB Refinance Bond Principal		23,047.00	-23,047.00	23,047.00		100.00 %
6817 2013 MMBB Refinance Bond Interest	4,607.01	9,214.00	-4,606.99	4,606.99	50.00 %	50.00 %
6818 2015 BHBT Bond Principal		0.00	0.00	0.00		
6819 2015 BHBT Bond Interest		0.00	0.00	0.00		
6820 2021 MMBB Bond Principal		0.00	0.00	0.00		
6821 2021 MMBB Bond Interest		0.00	0.00	0.00		
Total 6800 Bond Expenses	4,607.01	32,261.00	-27,653.99	27,653.99	14.28 %	85.72 %
6900 Depreciation Expense		0.00	0.00	0.00		
Unapplied Cash Bill Payment Expenditure		0.00	0.00	0.00		
Uncategorized Expense	0.00	0.00	0.00	0.00		
Total Expenditures	\$48,839.55	\$214,585.00	\$ -165,745.45	\$165,745.45	22.76 %	77.24 %
NET OPERATING REVENUE	\$16,935.78	\$3,519.00	\$13,416.78	\$ -13,416.78	481.27 %	-381.27 %
Other Expenditures						
7100 Contingency Expenses		3,819.00	-3,819.00	3,819.00		100.00 %
Reconciliation Discrepancies		0.00	0.00	0.00		
Total Other Expenditures	\$0.00	\$3,819.00	\$ -3,819.00	\$3,819.00	0.00%	100.00 %
NET OTHER REVENUE	\$0.00	\$ -3,819.00	\$3,819.00	\$ -3,819.00	0.00 %	100.00 %
NET REVENUE	\$16,935.78	\$ -300.00	\$17,235.78	\$ -17,235.78	-5,645.26 %	5,745.26 %

**Northport Village Corporation Water Department
Terms and Conditions**

August 2013

First Revision

Office Hours

Year Round: Tuesday – Friday, 9:30 am – 3:30 pm

Summer Months: Additional hours on Saturday, 9:30 am – 12:30 pm

Telephone: 207-338-0751

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 1
FIRST REVISION

Table of Contents

Section #	Section Title	Page #
1.	Table of Contents	1
2.	Customer Contract and Definitions	2
3.	Utility Service Area	2
4.	Application for Service.....	3
5.	Exposed Service Lines	3
6.	Billing Procedures	3
7.	Credit and Collection Procedures	3
8.	Terms of Payment	3
9.	Charge for Returned Checks	4
10.	Collection Trip Fee	4
11.	Charges for Restoration/Reconnection of Service	4
12.	Charges for Establishment of Service or Termination of Service	4
13.	Snow, Ice, Obstacle Removal for Customer Requested Disconnections	4
14.	After Hours Service Calls not Otherwise Listed	5
15.	Disconnection of Leased or Rented Property	5
16.	Access to Premises	5
17.	Liability	5
18.	Disconnection for Combined Water/Sewer Balances	5-6
19.	Service Interruption	7
20.	Unauthorized Use of Water	7
21.	No Tampering with Utility Property	7
22.	Maintenance of Plumbing	8
23.	Cross Connections	8
24.	Backflow-Prevention Device Testing	8
25.	Fluctuation of Pressures by Customer's Apparatus	8
26.	Safeguarding Direct Pressure Water Devices and Systems	9
27.	Insufficient Water Pressure	9
28.	Joint Use of Service Pipe Trench	9
29.	Waste of Water	9
30.	Utility Jobbing	9
31.	Fire Hydrants	9
32.	Private Fire Protection	10
33.	Metering Policies; Damaged Equipment	10-11
34.	New Service Line and Main Extension Policies	12-13

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

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JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

**NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT**

**PAGE 2
FIRST REVISION**

2. CUSTOMER CONTRACT AND DEFINITIONS. The following Terms and Conditions made by the **NORTHPORT VILLAGE CORPORATION WATER DEPARTMENT** and filed with the Maine Public Utilities Commission constitute a contract between the Customer and the Utility. They are intended to conform to the rules of the Maine Public Utilities Commission and not to modify Customer rights or the duties of the Utility. The Customer agrees to adhere to these Terms and Conditions and to take water only for the purposes stated in the application and at the established rates.

The Utility is further governed by the Maine State Plumbing Code and the Maine Department of Health and Human Services Rules and Regulations, including but not limited to the *State of Maine Rules Related to Drinking Water*. Whenever an issue is not specifically addressed in these Terms and Conditions, the Utility shall be guided by relevant Maine State Law, Maine Public Utilities Commission Chapters, and/or the appropriate Maine agency rules and codes.

DEFINITIONS

The word "Commission" refers to the Maine Public Utilities Commission.

The word "Customer" means any person, firm, corporation or governmental division who has applied for and is granted service or who is responsible for payment of the service; or who was a customer of the same utility within the past 30 days and who requests service at the same or a different location.

The word "Main" means a water pipe, owned, operated and maintained by the Utility, which is used to transmit or distribute water but is not a water Service Line.

The term "Service Drop" means the portion of the Service Pipe running from the Main to the service shutoff valve.

The terms "Service Line" and "Service Pipe" mean the pipe running from the Main to the premises of the Customer. The Service Drop is owned and maintained by the Utility. The portion of the Service Pipe between the shut-off and the building is owned and maintained by the Customer.

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

The word "Utility" refers to the **NORTHPORT VILLAGE CORPORATION WATER DEPARTMENT**.

3. UTILITY SERVICE AREA. Pursuant to 1915 Private and Special Law, Chapter 136, *An Act to Incorporate the Northport Village Corporation*, as amended in 1919 and 1957 Private and Special Laws, Chapters 46 and 155 respectively, the Utility is permitted to serve water for fire, domestic and other purposes within the territory of said Northport Village Corporation. Additionally, the Utility has been approved to serve inhabitants along Route 1 between Northport Village and the Little River in Belfast, where the Utility ties into the Belfast Water District line. Currently, all water distributed by the Utility is purchased from the Belfast Water District.

PROPOSED EFFECTIVE: September 15, 2013

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DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

**NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT**

**PAGE 3
FIRST REVISION**

4. APPLICATION FOR SERVICE. All services shall be metered. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the owner or the owner's agent or the occupant of the establishment to be served shall apply for service on forms provided by the Utility. If Short-term Seasonal Rental Property, only the property owner may be an applicant for service. Any tenant may become a Customer if the tenant assumes responsibility for future service under the conditions set forth in Title 35-A MRSA §706, Chapter 660 of the Commission's Rules and Regulations, and under Section 15 of these Terms and Conditions. If a new service connection or other Utility work is required, the owner must authorize the Utility to enter the premises to complete the necessary tasks.

5. EXPOSED SERVICE LINES. If a Customer's property is served by an exposed Service Line, the Utility will, under normal circumstances, remove the meter no later than October 15th and install the meter no earlier than May 1st of each year. If the Customer requests service prior to May 1st or after October 15th and the Utility complies with the request, the Customer shall be responsible for all expenses resulting from damages to the meter and other Utility equipment caused by temperature and/or weather conditions during this period.

6. BILLING PROCEDURES. The Customer base rate per billing period and all water usage for that period shall be billed trimesterly in arrears during the month following the end of the billing period. Public fire protection charges shall be billed in advance on a trimesterly basis. Each Customer and Property Owner is responsible for providing to the Utility up-to-date billing addresses and phone numbers, including winter contact information, if applicable.

7. CREDIT AND COLLECTION PROCEDURES. All credit and collection procedures for both residential and nonresidential Customers will be based upon Chapter 660 and Chapter 870 of the Commission's Rules and Regulations. The Utility may demand a deposit from a Customer as permitted by Chapter 660. Pursuant to Chapter 870, the interest rate on Customer deposits shall be the rate set from time to time by the Commission. Payment arrangements/agreements to avoid a disconnection of service related to overdue amounts shall be negotiated with the Utility Office Manager in accordance with Chapter 660.

8. TERMS OF PAYMENT. Customers are legally obligated to pay for the services they receive and bills are payable upon being issued. The due date for payment, in order to avoid the incurrence of late fees or the initiation of collection action, will be no less than 25 days after the bill is mailed or hand delivered. Bills may be paid by any Utility-approved payment method, including but not limited to by mail or in person, and must be received at the offices of the Utility at 813 Shore Road or at any designated collection station.

The late payment charge for overdue bills will be no more than the maximum amount allowed under Chapter 870 of the Commission's Rules and Regulations, to be determined annually. Failure of the Customer to receive his or her bill does not relieve the Customer of the obligation of its payment nor for the consequences of non-payment.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

**NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT**

**PAGE 4
FIRST REVISION**

9. CHARGE FOR RETURNED CHECKS. As provided in Chapter 870 of the Commission's Rules and Regulations, the Utility may charge the greater of **\$5.00** per account to which the check is applied or the amount the bank charges the Utility for each check returned by a bank, not to exceed any cap in charges as set forth in Chapter 870. If the Utility charges more than **\$5.00**, the Utility shall furnish the Customer with proof of the bank charge.

10. COLLECTION TRIP FEE. If Utility personnel visit the Customer's premises to disconnect service for non-payment, and in lieu of actual disconnection the Customer pays or makes a payment arrangement with the Utility Office Manager in person or by phone for the entire past due balance, the Utility will charge a collection trip fee of **\$13.00**, as permitted in Chapter 660 of the Commission's Rules and Regulations.

11. CHARGES FOR RESTORATION/RECONNECTION OF SERVICE. The Utility will charge a Customer a reconnection fee for restoration of service at the Customer's premises, if service was disconnected for any reason allowable under Chapter 660 of the Commission's Rules and Regulations and/or under these Terms and Conditions including at the Customer's request. The charge will be **\$25.00** during the normal business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and other than normal business hours, the charge will be **\$75.00**.

12. CHARGES FOR ESTABLISHMENT OF SERVICE AND/OR TERMINATION OF SERVICE. The Utility will charge **\$15.00** to establish water service if it is not necessary for the Utility to visit the premises to connect the service and/or turn on the water. If it is necessary for the Utility to visit the premises to provide these services, the charge will be **\$25.00** during the normal business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday for establishment of service, including meter installation, whether for a new or returning Customer.

The charge for termination of service at the Customer request, including meter removal, will be **\$25.00** during the above-listed normal business hours. The Utility will waive this fee in the event that a new Customer takes responsibility for a water account at the location within a week of cessation of the service. The charge during holidays and other than normal business hours for establishment or disconnection of service at the Customer's request is **\$75.00**.

13. CHARGES FOR REMOVAL OF SNOW, ICE, OR OTHER OBSTACLES DURING CUSTOMER-REQUESTED DISCONNECTIONS. The Customer will be responsible for clearing snow, ice, and/or any and all obstructions to the shut-off valve and meter when requesting a disconnection. If the Customer does not fulfill this responsibility and the Utility must clear the area to perform the required work, the Utility may charge the Customer **\$25.00** per man-hour during the normal business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday. During holidays and outside normal business hours, the charge will be as listed in Section 14 of these Terms and Conditions. In all cases, the Customer will be billed for the cost of equipment rental, if applicable. If the disconnection request relates to a trip for the repair or replacement of a damaged meter or other Utility equipment, the **\$75.00** call-out fee in this section will be waived if it results in a duplicate call-out fee per man.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

**NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT**

**PAGE 5
FIRST REVISION**

14. AFTER HOURS SERVICE CALLS NOT OTHERWISE LISTED. After hours service calls not otherwise listed in these Terms and Conditions, including but not limited to call-out for an emergency disconnection at the Customer's request, will be charged as follows: A call-out fee of **\$75.00** per man plus **\$50.00** per man-hour for each hour worked after the first.

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

Leased or Rented Single-meter, Multi-unit Residential Property: Pursuant to Chapter 660, in addition to the above, before disconnecting a leased or rented single-meter, multi-unit residential property, the Utility shall:

- a. Apply any existing deposit to the current account balance, and
- b. Assess, against the landlord, a collection fee of **\$100.00** in addition to any applicable reconnection fee set forth in Section 11 of these Terms and Conditions.

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

16. ACCESS TO PREMISES. Pursuant to Chapter 620 of the Commission's Rules and Regulations as a condition of service, Customers shall provide access for Utility employees with proper identification to all premises supplied with water, at all reasonable hours, to permit the inspection of plumbing and fixtures; to set, remove or read meters; to maintain or repair Utility equipment; to ascertain the amount of water used and manner of use; and to enforce these Terms and Conditions. The Utility will not enter the premises unless accompanied by the Customer or the Customer's adult representative, unless prior written permission has been given to the Utility by the Customer.

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

18. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES. Pursuant to Title 35-A MRSA §6111-C and Chapter 660 of the Commission's Rules and Regulations (Chapter 660), the Utility may disconnect water service to Customers receiving sewer service for non-payment of an undisputed balance, in any of the following circumstances, subject to the limitation and provision of Section 18.5 of these Terms and Conditions:

- 1) The Total Amount Overdue is more than \$100.00; or
- 2) The Total Amount Overdue is more than ninety days old; or
- 3) Any amount is overdue and the Utility bills 4 times a year or less.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 6
FIRST REVISION

18. DISCONNECTION PROCESS FOR OVERDUE COMBINED WATER AND SEWER BALANCES (continued).

18.1 Definitions.

Total Account Balance means the total water and sewer amount owed by a Customer who has been properly billed.

Total Amount Overdue means the total water and sewer amount billed to a Customer that has not been paid by the due date of the bill or by a date otherwise agreed upon by the Utility and the Customer. Disputed amounts and fees and charges for estimated sewer service usage will not be included in the Total Amount Overdue.

18.2 Billing. Bills for the Utility shall be issued in accordance with Chapter 660 and with Section 6 of these Terms and Conditions.

18.3 Disconnection and Reconnection. A 14 day disconnection notice shall be issued when a Customer does not pay or make a payment arrangement on an undisputed balance, and the Total Amount Overdue is consistent with the requirement in Chapter 660.

18.4 Collection Action. Subsequent collection actions, including disconnection and reconnection, shall be in accordance with Chapter 660 and with these Terms and Conditions.

18.5 Limitation for Multiunit Rental Facilities of Greater than Two Units. Pursuant to 35-A MRSA §6111-C, the Utility may not disconnect water service for non-payment of sewer service to a multiunit rental facility greater than two units, unless the owner of the facility occupies a unit that would be subject to the disconnection.

18.6 Payment Allocation. Pursuant to Chapter 660, when a Utility receives a partial payment, the Utility must first apply the payment to the oldest basic service balance due, no matter if water or sewer, unless instructions from the Customer, a disputed bill, or a payment arrangement requires otherwise. After all basic service balances due have been paid, unused payment amounts may be applied to non-basic service, unless otherwise stipulated.

18.7 Payment Arrangement. The Utility shall continue to serve a Customer who cannot pay the Total Account Balance, provided satisfactory payment arrangements are made in accordance with Chapter 660 and with these Terms and Conditions.

18.8 Dispute Resolution. The Utility shall resolve disputes, if applicable, in accordance with Chapter 660.

18.9 Annual Filings. The Utility shall annually file a disconnection report with the Commission as specified in Title 35-A MRSA §6111-C and in Chapter 660.

18.10 Assistance Programs. Pursuant to Title 35-A MRSA §6111-C and to Chapter 660, the Utility shall provide financial assistance information to Customers who are in imminent threat of disconnection, including but not limited to 2-1-1, the Department of Health and Human Services, the Community Action Agencies, and local Town or City Government.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

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JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

**NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT**

**PAGE 7
ORIGINAL**

19. SERVICE INTERRUPTION. As specified in Chapter 660 of the Commission's Rules and Regulations, the Utility will provide reasonable notice of any planned shut-off to affected Customers. If the interruption is expected to last more than 5 hours or to affect more than 10 Customers or a single commercial Customer on a dedicated line, notice will be given at least twenty-four hours in advance of the interruption of service. The Utility will notify the Customers when practicable of the cause and duration of any unplanned shut-off. Pursuant to Chapter 620, if a Customer requests, the Utility will make a pro rata reduction in the Customer's minimum bill if service is interrupted for longer than forty-eight hours and the interruption is not due to negligence or improper care of equipment by the Customer.

20. UNAUTHORIZED USE OF WATER. No Customer shall supply water to another nor use it for any purposes not mentioned in his/her application without Utility approval. No Customer or his agent shall obtain water from any hydrant or other fixture of the Utility without the previous consent of the Utility. No Customer or his agent shall bypass any meter, nor restore service without Utility authorization, nor unreasonably interfere with Utility service nor otherwise take action to prevent the proper metering of water consumed by the Customer. In the event of the discovery of such unauthorized use of water, the Customer shall be immediately disconnected, pursuant to Chapter 660. In addition, the Utility shall be entitled to bill and recover from the Customer or responsible person the cost of the estimated amount of water consumed, based on the Utility's approved rates, plus interest at an annual rate of 5%. Where the unauthorized use of water has occurred, the Utility may also assess the Customer or responsible person a fee of **\$25.00** per hour, with a minimum of one hour, for each service visit to the Customer's premises necessary to investigate and address the unauthorized use of water, including removing the meter bypass, taking measures to prevent further diversion of water, and verifying that corrective measures have been taken and maintained. For service visits that occur during other than normal business hours, the fee will be **\$50.00** per hour with a minimum one and one-half hour charge. In no case shall the total of such hourly fees exceed **\$100.00**. In addition, pursuant to Title 35-A MRSA §2706 as amended or replaced, the Customer or person responsible for the unauthorized use may be liable in a civil action to the Utility for all other reasonable costs to the Utility, including attorney's fees, costs of undertaking and completing the investigation resulting in the determination of liability, and for a civil penalty not to exceed twenty five hundred dollars (\$2,500.00), due and payable to the Utility for each violation.

21. NO TAMPERING WITH UTILITY PROPERTY. No person may tamper with Utility property. No valve, valve sealing mechanism, meter, shutoff, hydrant or standpipe that is the property of the Utility shall be opened or closed or otherwise operated, modified, or removed by other than agents of the Utility. Tampering will subject a Customer or other responsible party to the same charges and actions outlined in Section 20, entitled *Unauthorized Use of Water*. In addition, in the event of such tampering, the responsible party may be subject to a civil action, pursuant to Title 35-A MRSA §2707, as amended or replaced.

PROPOSED EFFECTIVE: September 15, 2013

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DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 8
ORIGINAL

22. MAINTENANCE OF PLUMBING. Pursuant to Chapter 620 of the Commission's Rules and Regulations, a Customer must maintain the plumbing and fixtures within the Customer's own premises in good repair and protect them from freezing or from heat damage. If damage does occur, the Customer is liable for any expenses incurred. If the Utility is requested by the Customer to thaw a frozen Service Line and it cannot be determined whether it was frozen on the Service Drop or on the Customer's portion of the Service Line, one half the cost of the thawing will be borne by the Utility and one-half will be borne by the Customer, in accordance with Chapter 620.

A leak or break that is considered a threat to the Utility delivery system will be cause for immediate disconnection of the Customer. If the Utility has not been provided with current Customer or Property Owner contact information, as required in Section 6 of these Terms and Conditions, the Utility will proceed without contact, and the Owner or Customer will be responsible for payment of the reconnection fee. If a leak is discovered that is not considered an imminent threat to the system, but may be a long term or cumulative danger, the Customer will be subject to a 30 day disconnection notice. The Customer can avoid disconnection by repairing the leak, as required by the Utility, prior to the specified disconnection date.

23. CROSS CONNECTIONS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, no cross connection between the public water supply system and any other supply will be allowed unless properly protected, based upon the Maine Cross Connection Control Rules and the Maine Internal Plumbing Code. No new cross connection may be installed without the express, written approval of the Utility. In addition, no connection will be permitted capable of causing back flow, including back siphonage or back pressure, between the public water supply system and any plumbing fixture, device or appliance, or between any waste outlet or pipe having direct connection to waste drains. If the owner of such a connection fails or refuses to break or properly protect the connection within a time limit specified by the Utility, the Utility may disconnect the service according to Chapter 660 of the Commission's Rules and Regulations. The Utility's Cross Connection Control Program is on file at the Utility office.

24. BACKFLOW-PREVENTION DEVICE TESTING. Customers with testable backflow devices are responsible for completing device testing according to the Utility schedule, available in the Utility office. The Customer must select a certified professional to comply with this requirement, and will pay the charges for the testing and for any necessary repairs directly to the contractor. Upon completion, the Customer must send the Utility a copy of each signed certified test. In the event that a Customer does not comply with the testing requirement or does not make repairs necessary to maintain full functionality of the device, the water service will be disconnected as a dangerous condition, pursuant to the Utility's Cross Connection Control Program and to Chapter 660 of the Commission's Rules and Regulations.

25. FLUCTUATION OF PRESSURES BY CUSTOMER'S APPARATUS. Pursuant to Chapter 620 of the Commission's Rules and Regulations, as a condition of service, Customers may not install or use any device that will affect the Utility's pressure or water quality without prior Utility permission.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 9
ORIGINAL

26. SAFEGUARDING DIRECT PRESSURE WATER DEVICES AND SYSTEMS SUPPLIED BY AUTOMATIC FEED

VALVES. Pursuant to Chapter 620 of the Commission's Rules and Regulations, as a condition of service, Customers must install vacuum, temperature and pressure relief valves or cutouts to prevent damage to a direct pressure water device or secondary system supplied by an automatic feed valve. Water service supplied to any Customer not providing such protective devices will be strictly at the risk of the Customer. The Utility will not be held liable for damage resulting from the lack of or failure of such protective devices.

27. INSUFFICIENT WATER PRESSURE. An applicant desiring water service in a location in which the water pressure at the Main/Service connection is expected to fall below 20 pounds per square inch shall file an application with the Utility for a *Limited Service Contract*. A contract must be executed between the applicant and the Utility and approved by the Commission prior to service being provided. Any such contract will specify the materials and minimum size for the customer's portion of the Service Pipe, and will be under the authority of the Commission, in accordance with the above noted chapters. In the event that the Customer must install equipment to increase water pressure, the Service Line shall be equipped with a Utility approved RPZ backflow device, located as specified by the Utility. The cost of such an installation shall be borne by the Customer, in accordance with Section 34C of these Terms and Conditions.

28. JOINT USE OF SERVICE PIPE TRENCH. Pursuant to Chapter 620 of the Commission's Rules and Regulations, normally, water Service Pipes will not be placed in the same trench with other Utility facilities. Where possible, a horizontal separation of ten feet will be provided. Where extenuating, unusual or special circumstances are encountered, a lesser separation of joint use of trench may be allowed if all parties agree, provided that the installation complies with all applicable laws, rules and regulations.

29. WASTE OF WATER. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the Utility will take reasonable steps to prevent the waste of water. When necessary to conserve the water supply or in the event of an emergency, the Utility may restrict or prohibit waste or improper usage for all Customers, including but not limited to, the use of hoses and lawn sprinklers. Under these conditions, the Utility will decide what constitutes waste and improper usage to protect the health and safety of the water system.

30. UTILITY JOBBING. A Customer must complete a written application before a Utility will provide non-basic Utility service (utility jobbing). As permitted in Chapter 620 of the Commission's Rules and Regulations, a Customer must pay a deposit equal to the Utility's written estimate. Unless the work is done on a flat rate basis, the Utility will return any excess deposit upon completion. If the final cost exceeds the deposit, the Customer must pay the additional amount as agreed upon in the jobbing contract.

31. 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 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 or the owner.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 10
ORIGINAL

32. PRIVATE FIRE PROTECTION. Customers requiring private fire protection must contact the Utility to determine the availability of fire service at their location. If available, the fire service line will be installed at the Customer's expense within the bounds of the public way or right of way; after installation, the line will be owned and maintained in the public way or right of way by the Utility, as specified in Chapter 640 of the Commission's Rules and Regulations. The Utility does not guarantee any quantity of water or pressure available through a fire protection service. As specified in Chapter 640, the Utility may require the owner, as a condition of service, to perform certain tests from time to time, including but not limited to, determining the adequacy of supply through the fire service. If so required, sufficient notice must be given to the Utility so a representative of the Utility can be present to observe the test. The owner may also be required to perform certain maintenance on the system as a condition of service, in order to be consistent with the health or safety standards of the Utility and the water system.

33. METERING POLICIES AND CHARGES FOR REPAIR OF DAMAGED UTILITY EQUIPMENT.

A. Separate Metering of Buildings or Mobile Homes. No Customer shall supply water to another, nor use it for purposes not mentioned in his/her application without prior written Utility approval. The Utility reserves the right to require each Customer to have a separate meter and service under the control of a single shut-off, for each building or mobile home as a condition of service.

B. Metering of Multi-Unit Premises. Where more than one unit of a building is supplied with water, the Utility may require the owner to arrange the plumbing to permit separate connections with shutoffs and meters in locations acceptable to the Utility for each place of business or abode. In the case of a condominium, each unit owner may be required to have a separate meter and shutoff in locations acceptable to the Utility.

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

D. Meter Setting and Valve Requirements. Meters and remote reading registers shall be set as close as possible to the point of entrance into the building in a warm, dry, safe and accessible location. The size, type, and location of the meter and register will be determined by the Utility. No unmetered connections are permitted before the water meter. If such a connection is discovered, it will be considered Unauthorized Use of Water, as described in Section 20 of these Terms and Conditions.

Every service must be provided with two operable stop valves, one valve above and one valve below the meter. For year-round services, the valves must be located inside the building, 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. Where water pressures exceed 80 pounds per square inch, a pressure reducing valve should be located and installed in compliance with the Maine Internal Plumbing Code.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 11
ORIGINAL

33. METERING POLICIES AND CHARGES FOR REPAIR OF DAMAGED UTILITY EQUIPMENT (continued).

E. Meter Pits. As permitted in Chapter 620 of the Commission's Rules and Regulations, the Utility reserves the right to require a meter pit at the Customer's expense under the following circumstances:

- The Customer does not provide a clean, warm, safe, dry and accessible location for the meter and its appurtenances; or
- The Customer's portion of the Service Pipe has been constructed of inferior materials or otherwise makes leaks or failure a likely occurrence; or
- The actual laying length of the Service Pipe is greater than 200 feet.

The Customer will select a Utility-approved contractor for the installation, excluding for the meter, which will be provided and installed by the Utility at the Customer's expense, as specified in Section 36C of these Terms and Conditions. All work and materials must comply with the Utility's approved standards and specifications, available in the Utility office.

The Utility reserves the right to inspect all materials and contractor work prior to connecting the meter at a cost to the Customer of **\$25.00**, and may require work to be redone at the Customer's expense if the standards and specifications are not met. If a follow-up inspection is necessary due to inadequate preparation by the Customer or contractor or lack of adherence to the specifications, the Customer will be responsible for the cost of the extra visit(s) at a charge of **\$25.00** per inspection. The Customer must pay all inspection charges for this installation as a condition of service.

F. Charges for Repair or Replacement of Damaged Water Meters and Other Utility Equipment. Pursuant to Chapter 620 of the Commission's Rules and Regulations, the Utility will charge a Customer for costs incurred for the repair or replacement of meter(s) or other Utility equipment damaged due to Customer negligence or improper care. During the normal business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday, the charge will be **\$25.00** per man-hour. During holidays and outside normal business hours, the charge will be as follows: A call-out fee of **\$75.00** per man plus a charge of **\$50.00** per man-hour for each hour worked after the first. In all cases, the Customer will be charged for the cost of the necessary replacement parts, including the meter.

G. Meter Testing. The Utility or the Utility's authorized agent will test its water meters according to the schedule and standards in Chapter 620 of the Commission's Rules and Regulations. Upon Customer request, the Utility will test the Customer's water meter at no charge in the presence of the Customer or representative, unless the Customer requests more than one test in an 18-month period. If the Customer requests a test more frequently, the Utility may require the Customer to pay a **\$50.00** deposit to cover the cost of the test. If a meter tested at the Customer's request does not conform to standards, the Customer's deposit will be refunded and the Utility will adjust the Customer's bill according to the provisions of Chapter 620. If the meter conforms to standards, the Utility may keep the Customer's deposit and continue to use the meter at the Customer's premises.

PROPOSED EFFECTIVE: September 15, 2013

EFFECTIVE: 9-15-13

DOCKET NUMBER: 2013-00418

JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 12
ORIGINAL

34. SERVICE LINE AND MAIN EXTENSION POLICIES.

A. New Service Lines and Meters. As permitted in 35-A MRSA §6106, each applicant for a new water service will be responsible for the costs of the entire Service Line. Ownership and maintenance of the Service Line and meter after installation will be governed by Chapters 620 and 650 of the Commission's Rules and Regulations.

Customer Application and Utility Approval; Customer's Contractor: The Customer will be responsible for completing an application for a new service and for obtaining the Utility's written approval prior to initiation of the work. The Customer shall contract with a Utility-approved professional(s) for the installation from the shut-off into the building, excluding the meter, which will be installed by the Utility at Customer expense.

Standards and Specifications; Utility Review and Inspection: The Service Line location will be set or reviewed by the Utility, and must be installed to applicable State and local codes and Utility standards and specifications. Only Utility approved materials may be used. The Utility reserves the right to inspect the materials and installation prior to backfilling, and must be notified by the Customer or contractor at least two days prior to the desired inspection date. Inspections will be performed during the regular business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday, unless the Utility has agreed in advance to an inspection outside business hours due to unusual circumstances. 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 contractor or lack of adherence to Utility specifications, the Customer will be responsible for the cost(s) of the extra visit(s). All costs for bringing the installation into compliance with the provided codes, standards and specifications will be borne by the Customer.

Utility Responsibilities: The Utility will be responsible for installing the Service Drop portion of the Service Line, including tapping the Main and piping across the road, if necessary, and for installation of the meter and appurtenances. This work will be available during the regular business hours of **8:00 a.m. to 3:00 p.m.**, Monday through Friday. At its discretion, the Utility may contract out any part of the Service Drop or meter installation.

Customer costs for Utility- provided services, materials, and equipment rental are as follows:

- A rate of **\$25.00** per hour for Utility labor, including but not limited to, tapping the Main, installing the meter and appurtenances, and for inspection and approval of Customer contracted work during business hours. Inspections occurring outside business hours will be billed in compliance with Section 14 of these Terms and Conditions.
- Costs of Utility equipment rental, materials and supplies, required permits and other necessary expenses of construction.
- Total costs, as billed to the Utility, for contractors deemed necessary by the Utility.

Prior to the onset of the work, a written estimate will be provided to the Customer, detailing the Utility-provided services and materials. A deposit equal to the estimate will be collected. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual cost exceeds the deposit, the Customer must pay the additional amount to the Utility prior to receiving service.

PROPOSED EFFECTIVE: September 15, 2013

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DOCKET NUMBER: 2013-00418

**JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION**

TERMS AND CONDITIONS

NORTHPORT VILLAGE CORPORATION
WATER DEPARTMENT

PAGE 13
ORIGINAL

34. SERVICE LINE AND MAIN EXTENSION POLICIES (continued).

B. Extensions of Mains requested by an Applicant. All water Main extensions shall be installed at the applicant's expense, as permitted in 35-A MRSA §6106. Procedures related to the application and installation, as well as ownership and maintenance of the Main after installation, shall be in compliance with Chapter 650 of the Commission's Rules and Regulations.

The applicant must complete a Utility-provided application for the work and a financial agreement taking responsibility for all costs. The Utility reserves the right to engineer the plan or preapprove the applicant's plan, as specified in Chapter 650.

The applicant will be responsible for contracting with a Utility-approved professional for the entire Main Extension. The work must be completed in compliance with State and local requirements and Utility work standards and material specifications, which will be provided to the contractor.

Prior to the initiation of work, the Utility will give a written estimate to the applicant for all costs of the Main Extension, including contractor costs, and a deposit equal to 100% of the estimate will be collected. A final reconciliation of the job costs will be done upon completion, and if applicable, the Utility will return any excess deposit at that time. If the actual cost exceeds the deposit, the applicant must pay the additional amount prior to receiving service or as otherwise agreed upon in the above referenced agreement.

In order to manage and inspect the process, a Utility representative will be present during the installation, at the cost specified in the Utility estimate. If at any time, the Utility discovers work irregularities or a lack of adherence to the preapproved plan or the standards and specifications, the Utility may stop the installation at the applicant's expense, and require the work to be redone.

C. Winter Construction. No new service or extension of Mains will be installed for the convenience of a Customer during winter conditions that increases the cost of the work for the Utility, unless the Customer assumes all extra expense over ordinary construction costs.

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JOSIAH HUNTOON, PRESIDENT
NORTHPORT VILLAGE CORPORATION

