

# Rights & Responsibilities updated 06/01/2018

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## ***Introduction***

The Maine Public Utilities Commission's Consumer Protection Standards for Water Utilities (Chapter 660) requires us to publish a summary of the rights and responsibilities afforded to applicants and customers to ensure the minimum standards for providing service, as well as credit and collection practices, are followed according to MPUC guidelines.

Every privilege that is granted and every duty that is required by Chapter 660 imposes an obligation on utilities, applicants, and customers to accept these privileges and perform these duties with good faith, honesty and fairness, and in accordance with Portland Water District's approved Terms and Conditions.

Throughout this document, the terms, "we", "us" and "District" refer to the Portland Water District. The term "you" refers to the applicant or customer. The term "MPUC" refers to the Maine Public Utilities Commission. The term CAD refers to the Consumer Assistance Division of the MPUC.

PWD provides sewer billing and collection services for participating municipalities. PWD does not establish sewer rates for these municipalities; each municipality sets their own sewer rates. Once the sewer bill has been paid, PWD gives the sewer revenue it has collected to the municipality. The participating municipalities are: Cape Elizabeth, Cumberland, Falmouth, Gorham, Portland, South Portland, Westbrook and Windham. Your water service may be disconnected for non-payment of your combined water and sewer bills in these participating municipalities.

## **OUR CONTACT INFORMATION**

Portland Water District

225 Douglass St

PO Box 3553

Portland, Maine 04104-3553

Telephone: Customer Service: 207 761-8310; Emergency: 207 761-8300; Business: 207 774-5961

Email: [customerservice@pwd.org](mailto:customerservice@pwd.org)

Website: [www.pwd.org](http://www.pwd.org)

Office Hours: 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays

Normal Business Hours ( for charging reconnection and damaged meter fees): 7:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays

Emergency Hours are 24 hours a day 7 days a week.

## **Application For Service**

### **Applying for Water Service**

An application for service may be made by either the owner or occupant of the establishment being served. If you are not the owner and want service in your name, you must occupy the establishment.

When you apply for service, we pledge to treat you fairly. As part of the process, you may be required to complete an application form or answer some questions before we accept you as a customer. If you are applying for residential service, we may ask you to provide proof of identification, including, but not limited to, photo identification.

We may condition the granting of service on the compliance of your premises' equipment with local, state and national plumbing codes and with our Terms and Conditions.

Once accepted as a customer, we agree to provide service by the next business day as long as facilities already exist.

As a customer, you are responsible for notifying us of billing address changes, and any changes to your contact information. You are also responsible for notifying us when you terminate service and for providing complete information for a final bill.

### **Cost of Service**

When you apply for service, we will inform you about the basic minimum service costs and about one-time costs, such as installation and activation fees. Our water rates and fees are approved by the Maine Public Utilities Commission. We cannot change our rates or fees without the approval of the MPUC. Before the MPUC approves or disapproves any rate changes, you have the right to review and comment on our proposed rates.

### **Prior Unpaid Bills**

When you apply for service, we will determine if you have had service with us before. If you have an unpaid bill that is up to six (6) years old, we will ask you to pay it or make a payment arrangement and we also have the right to demand a deposit (refer to Deposit section). We cannot require you to pay anyone else's bills, only those bills in your name or bills which a court has ruled are your responsibility. If you dispute the prior bill, or we are unable to settle on a reasonable payment plan, refer to the "Complaint" section.

## **Deposits**

### **Reasons for Requiring Deposits**

**Residential Applicants:** We can require a security deposit for service if one or more of the following circumstances apply:

You have an undisputed account balance for residential utility service incurred in Maine for either service provided by PWD within the previous 6 years or for residential service provided by any utility within the previous 12 months; an unpaid account balance for residential service provided in Maine within the previous 6 years that was not paid until after the utility obtained a court judgment; you were disconnected for non-payment of an undisputed bill by any utility within the previous 12 months; you were disconnected for unauthorized use or theft of service by any utility within the last 12 months; you entered into a repayment plan under Chapter 13 of the Federal Bankruptcy Act and the Bankruptcy Court dismissed the plan for failure to comply with the terms; or you have no source of income sufficient to pay the cost of utility service.

**Residential Customers:** We can demand a deposit from a residential customer only if: you file a petition under the Federal Bankruptcy Act when the Federal Bankruptcy Act allows the utility to demand a deposit; you request service be reconnected at the same or different location after you were disconnected for nonpayment; or you had an unpaid balance at the time you applied for service for which we were unaware due to fraud or material misrepresentation.

**Non-Residential Applicants:** We may demand a security deposit from any non-residential applicant as a pre-condition of granting service.

**Non-Residential Customers:** We may demand a deposit from an existing non-residential customer in lieu of disconnection authorized by Section 10 of Chapter 660 or if you were not required to pay a deposit as a precondition of service but you have become an unacceptable credit risk as determined by PWD.

**Disclosure:** We must inform you in writing within three (3) business days of the deposit demand and the disclosure must include the following:

- the date PWD demands the deposit.
- the amount of the deposit.
- the due date and payment options, including the option of a third party guarantor for residential applicants and customers as long as the guarantor is in good standing with us.
- the procedure for disputing the deposit requirement or the deposit amount.

### **Deposit Amount and Payment Options**

#### ***Residential Applicants and Customers***

- the deposit amount cannot be more than the two largest consecutive monthly bills for water service within the previous 12 months.
- you have the option of paying the deposit in full or paying in at least three (3) installments with 50% payable immediately; 25% payable 30 days later; and 25% payable 60 days after the date the deposit was requested. However, we may demand full payment of a deposit from an applicant if you have a payment plan to pay off an unpaid bill at the same time.
- As a customer, if you request reconnection after being disconnected for non-payment of your account due to a broken payment arrangement, we may require you to pay the catch-up amount on your payment arrangement in addition to a deposit payable based on the terms outlined above.
- As a customer, if you request reconnection after being disconnected for non-payment of your account, and you were not on a payment arrangement, we must offer you the following options:
  - pay the deposit and enter into a payment arrangement for the amount overdue,
  - pay the amount overdue and enter into a payment arrangement for the deposit; or,
  - pay the deposit and the amount overdue in full.

#### ***Non-Residential Applicants and Customers***

- the deposit amount cannot be more than the amount of the two largest monthly bills for water service within the previous 12 months.
- We must offer the option of paying the deposit in at least two installments and it may be paid in any of the following forms, listed in order of preference: cash; Irrevocable bank letter of credit; surety bond; third party guarantee instrument acceptable to us; or another security instrument acceptable to us.

### **Return Of Deposit**

We will return your deposit, with interest, when you have established good credit. We must return your deposit if you are a residential customer who has established good credit by paying your bills on time, or by paying your installment payments on time, for one full year. We may apply your deposit toward an existing balance when you close your account, or, if you transfer service from one location to another, we may transfer your deposit to your new account.

### **Sewer Deposits**

- Sewer deposits may be required of either residential or commercial customers in some situations.

## **Billing**

### **Frequency of Billing**

If you have year round service, we read your meter and bill you once a month. If you receive seasonal service, we read your meter and bill you twice a year, once when your service is activated and again when your service is finalized for the season. We also bill monthly for unmetered fire service, or seasonally, if applicable.

### **Estimated Bills**

We strive to read your meter every month so your bill will be based on actual water usage. However, there may be times when we need to send you an estimated bill due to extreme weather conditions, equipment failure, emergencies, work stoppages or similar circumstances that would prevent our employees from reading your meter.

### **Make-Up Bills**

If we have to issue a make-up bill for past service that you were not billed for, we will offer you a payment arrangement. If the reason for the make-up bill is our fault (equipment failure or billing error), you will be billed for a maximum of one (1) year of past service, even if the billing error was for a longer period of time. If the make-up bill is due to fraud or unauthorized use, you may be billed up to a maximum of six (6) years for past service.

### **Bills, Payments and Usage**

If you want a copy of your bills, want to sign up for paper-free bills, need to review your water usage history, or need to see your billing and payment history, go to our website and click on the MyOnlineBill link to sign in or register. If you don't have internet access, you can contact our customer service center for this information. Up to 13 months of usage is displayed on your monthly bill.

### **Designation of Third-Party to Receive Copies of Bills and Notices**

You can elect to have another person receive a copy of your bill and disconnection notices (if your account becomes delinquent). We will send a copy to the person you designate, but you are still responsible for payment. This service may be especially important for elderly, disabled, and handicapped customers.

### **Accuracy Of Meters**

PWD establishes the schedule of required meter tests and the accuracy standards a meter must meet. If you want your meter tested for accuracy, we will do so at no extra cost to you unless you ask to have your meter tested more than once every 18 months, then we will charge you a reasonable fee for this test. You have the right to witness the meter test by making an appointment with us.

You can check the accuracy of your bill and monitor your own usage by reading the meter yourself. Information on how to read your meter can be found on our web site or by contacting us.

### **Sewer Billing and Collection Services**

PWD provides sewer billing and collection services for participating municipalities. PWD does not establish sewer rates for these municipalities; each municipality sets their own sewer rates. Once the sewer bill has been paid, PWD gives the sewer revenue it has collected to the municipality. The participating municipalities are: Cape Elizabeth, Cumberland, Falmouth, Gorham, Portland, South Portland, Westbrook and Windham. Your water service may be disconnected for nonpayment of your combined water and sewer bills in these participating municipalities.

### **Fees**

Below are some occasional or one-time fees you might incur. Refer to our Terms and Conditions for a complete list of fees.

**New Customer Activation Fee.** You will be charged a \$23 fee if you request a change to an existing account causing an additional customer account record to be created.

**New Main Extension Fee.** An applicant requesting a main extension shall pay a \$212 fee when the applicant submits the request for the main extension.

**New Meter Or Service Fee.** An applicant requesting a new service will pay \$64 when submitting the request for new service. Additional fees for service inspection, water sampling and meter installation are detailed in PWD's Terms and Conditions, Section 38.

**Returned Check Fee:** You will be charged the greater of \$5.00 or an amount equal to the bank charges, if your check is returned for insufficient funds or incorrect bank information.

**Late Payment Fee:** The interest rate charged will be the interest rate established for delinquent taxes by the State Treasurer. Late payment fees are assessed for overdue water bills that are not paid within 25 days from the postmark date of the bill or the e-bill notification date.

**Close Metered Accounts Fee.** When you request closure of an account, and there is no new customer taking service, you are responsible to make arrangements with the District to remove the meter. Failure to obtain the meter will result in billing you a fee established in Section 10 of our Terms and Conditions. The fee will be refunded if the meter is subsequently retrieved and is not damaged.

**Collection Fee:** If we visit your property to disconnect service for nonpayment, and in lieu of actual disconnection, you pay or make a payment arrangement for the entire balance due, you will be charged a collection fee of **\$23.00**.

**Posting Fee:** Pursuant to Chapter 660, before the Utility disconnects service to a leased or rented single meter, multi-unit dwelling, the utility will:

- a. Apply any existing deposit to the current account balance,
- b. Assess against the landlord a collection fee of \$100.00 in addition to any applicable reconnection fees set forth in Section 3 of the Terms and Conditions.

**Reconnection Charges:** When we are notified to reconnect during Normal Business Hours, the charge is \$60.00. **When we are notified to reconnect during Other Hours, the charge is \$42.00 per hour with a minimum charge of \$109.00.**

**Unauthorized Use/Theft of Service Charge:** If District personnel expend time investigating and documenting a diversion of water by a customer, the customer shall be responsible for all documented costs of investigation and adjustment incurred by the District, unless fees are otherwise recovered pursuant to 35-A.M.R.S.2705.

## Payments and Financial Assistance

### General Information

Our bills are due upon presentation. Late fees are assessed for overdue bills that are not paid within 25 days from the postmark date, or 25 days from the e-bill notification date.

You may pay your bill by mail, online, or in person at our office at 225 Douglass Street in Portland. If you mail your payment to us, your bill is considered paid on the day we receive it. If you pay at our office or online at our website, your bill is considered paid on the day you make the payment. If you make a partial payment, we will apply it to the oldest basic service balance unless you specify otherwise. To make online payments on our website, go to [www.pwd.org](http://www.pwd.org) and click on the MyOnlineBill link to sign in or register.

We accept payment by cash, check, money order, **credit card** or electronic transfer. A charge may be assessed to the accounts of any customer whose payment is rejected for insufficient funds or incorrect bank information. We will, upon request, furnish you with proof of bank charges above \$5.00.

### Financial Assistance

PWD offers qualified residents discounted Lifeline water rates and funds a low-income plumbing assistance program.

Lifeline water rates follow Home Energy Assistance Program (HEAP) guidelines. Homeowners with an annual household income that is 80% of the Area Median Income may qualify for financial assistance to repair plumbing. The Opportunity Alliance administers the programs identified above on behalf of PWD. Please contact The Opportunity Alliance at (207) 553-5800 or 800-698-4959 for more details.

### Payment Arrangements

We will continue service, even if you can't pay your account in full, as long as you pay a reasonable portion of your

bill, and you agree to pay the rest in affordable weekly or monthly payments. You must also agree to pay all future bills on or before the due date of the bill, until the payment arrangement is completed.

We will consider the following issues when making a payment arrangement:

- your ability to pay.
- the size of the overdue amount.
- your previous payment history.
- the reason the bill cannot be paid.
- the amount of time the bill has remained unpaid.
- any special circumstance creating an extreme hardship within the household.

We will send you a written copy of the payment arrangement.

If you do not make payments according to a written payment arrangement, we will send you a disconnection notice that gives you three (3) business days to pay the full overdue amount. We are not required to make a second arrangement, but we will attempt to respond to your particular situation.

You do not have to agree to a payment arrangement, or any other proposed settlement of a dispute, if doing so means giving up other rights afforded you in Chapter 660 of the Maine Public Utilities Commission Rules and Regulations.

## **Disconnection**

### **Disconnection Without Customer Consent**

To the extent possible, we do not want to disconnect your service. We will work with you to resolve any problems. However, we may begin disconnection procedures without your consent if one or more of the following conditions exist:

- failure to pay or make a payment arrangement for an overdue water bill that is greater than \$100.00, or a combined water and sewer bill greater than \$200.00 and is more than 50 days old.
- failure to comply with a written payment arrangement.
- failure to pay a deposit in full, make an installment arrangement or provide someone to guarantee payment;
- using service without applying for it.
- refusing to let us on the property to install or read a meter, or to inspect or repair our property.
- unauthorized use by tampering with the meter or the service.
- misrepresenting who you are in order to receive service.
- failure to comply with a decision of the Maine Public Utilities Commission, or its Consumer Assistance Division.
- committing a cross connection violation (a potential contamination of the water supply system).
- failure to repair a leak on private property, or the service poses a threat to the safety of any person or the integrity of the delivery system.
- we receive a directive from the state Inspector or local code enforcement officer to disconnect service for safety reasons.

### **When Disconnection Cannot Occur**

Disconnection without customer consent cannot occur if the amount stated in the disconnection notice includes:

- non-basic service charges such as merchandise or services not regulated by the Maine Public Utilities Commission.
- an amount owed from a different account was not properly transferred to your account when you applied for service.
- amounts owed for estimated bills when the latest bill issued was based on an estimated read, unless the reason for the estimate was unreasonably refusing us access to read the meter.
- service provided in the name of persons other than the customer, unless court order determines the customer is legally obligated to pay or transfer was according to Chapter 660 section 6D relating to name swapping.

Disconnection of the customer's residence without customer consent cannot occur if we are notified of a serious medical condition that will be certified by a physician or the physician's agent within 3 business days. Contact us for details.

## **Tenants**

If you are a tenant and your landlord asks us to disconnect, or if your landlord, as our customer, does not pay the bill, you have the option of putting the service in your own name and paying the future bill or paying future bills in the landlord's name. Both options may allow you to deduct the amount you pay from your rent according to Maine law. You do not have to pay the landlord's unpaid bill.

## **Disconnection Notice**

In most cases, we will notify you in writing at least fourteen (14) days before a stated disconnection date. But we are only required to give you three (3) business days notice if you have broken a payment plan, failed to pay a deposit, paid with a "bad" check, or received service without applying to become a customer. We can disconnect without notice only if there is unauthorized use (meter tampering) or a dangerous condition.

A disconnection notice is valid for ten (10) business days after the disconnection date stated in the notice. The ten (10) business days may be extended if we are denied access to the meter or other device to turn off service.

The disconnection notice will tell you what to do to avoid disconnection and how you can dispute your bill or the disconnection itself.

We will not disconnect service for non-payment on a Friday, a weekend, a legal holiday, the day before a holiday or on any day our office is not open for business.

### **When You Want Service Disconnected**

We may require customers to provide up to seven (7) days notice when you want your service closed or disconnected. We may require you to pay for service that is provided until you give the required notice; we actually disconnect the service; we initiate disconnection procedures for failure to apply for customer status; or there is an application for service at that location.

## **Reconnection**

**Disconnected Due to Non-payment of Payment Arrangement Terms:** If you request reconnection after being disconnected for non-payment of your account due to a broken payment arrangement, we may require you to pay the catch-up amount on your payment arrangement in addition to a deposit (refer to Deposit section).

**Disconnected Due to Non-payment of Account:** If you request reconnection after being disconnected for non-payment of your account, and you were not on a payment arrangement, we must offer you a reasonable payment arrangement and we may require a deposit (refer to Deposit section).

**Time of Reconnection:** We will make a reasonable effort to reconnect your service during business hours on the same day we receive the request. At the latest, reconnection must be made before 5:00 p.m. the following business day.

## **Interruption of Service**

**Scheduled or Planned Interruption:** When we schedule a service interruption to repair or maintain our equipment or the delivery system, we will give affected customers reasonable notice of the cause and the expected duration of the interruption. If the scheduled service interruption affects more than 10 customers or a single commercial customer on a dedicated line, or lasts more than 5 hours, reasonable notice means 3 days, if feasible, but 24 hours at a minimum. In other cases reasonable notice means notice as soon as practicable.

Please promptly notify us if being without service would pose a danger to any member of your household. We will put you on a priority list to restore service as soon as possible.

## **Liability and Abatement for Interrupted Service**

PWD is liable for damages only to the extent expressly provided in the Maine Tort Claims Act (Title 14, Chapter 741). We are not responsible for damage caused by discolored water, unsatisfactory water service resulting from the cleaning of pipes or storage facilities, or from the opening or closing of any valves or hydrants, unless the damage was caused by our negligence. We are also not responsible for meeting unusually high water quality standards for specialized or industrial customers. You may apply for a pro-rated reduction on your minimum bill if your service is interrupted for more than 48 hours through no fault of your own in accordance with Policy 620. Please contact us for information about interrupted or unsatisfactory service.

## **Medical Emergencies**

We will not disconnect service, or refuse to reconnect it, if you or someone in your house is seriously ill and a registered physician confirms that an emergency exists that would be seriously aggravated by lack of service. If you cannot get a doctor to call right away, you may let us know yourself. We will wait three (3) work days for the doctor to call or write us. We also require written certification from the doctor within 7 days of the oral notification. If we do not receive notification from your physician we can proceed with disconnection. Once we receive written certification from the physician, disconnection can be postponed due to a medical emergency for up to 30 days. Only 3 medical emergency certifications are allowed per premise as a whole in a 12 month period.

A medical emergency does not cancel the bill; we will require you to make a reasonable payment arrangement.

We can begin disconnection procedures when certification of the medical condition expires if you have failed to pay or enter into a payment arrangement.

## **Complaints**

If you have a question or complaint about our service, please call us. We have employees available during business hours to answer your questions, make payment arrangements, investigate your complaints, and resolve disputes.

PWD will review claims for damages, except when the damage is beyond our control. Claim forms can be obtained on our web site or by calling our Customer Service Department at (207) 761-8310.

If you disagree with our decision on your complaint, you have the right to appeal to the Consumer Assistance Division (CAD) of the Maine Public Utilities Commission, State House Station 18, Augusta, Maine 04333. You can call the CAD (Consumer Assistance Division) at (207) 287-3831 or toll-free at 1-800-452-4699, or email the MPUC at [maine.puc@maine.gov](mailto:maine.puc@maine.gov). Before you contact the Commission, you must give us a chance to respond to your complaint.

We cannot disconnect your service for a disputed amount, but you do have to pay the portion of the bill that is not in dispute. If you contact us before the service is disconnected, and we cannot agree on a payment arrangement or other requirement to stop disconnection, you can appeal to the MPUC as described above