



BANGOR WATER DISTRICT

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General Manager

YOUR RIGHTS AND RESPONSIBILITIES AS A BWD CUSTOMER

KEEP THIS INFORMATION FOR FUTURE REFERENCE

This information sheet was prepared according to standards set by the Maine Public Utilities Commission (MPUC). It describes our billing procedures, the minimum standards we must follow for service, and how to complain if you are not satisfied.

Throughout this information, the terms "we" or "us" refer to the Bangor Water District; the term "you" refers to the customer. The "MPUC" refers to the Maine Public Utilities Commission.

Our office hours are 7:00 a.m. - 3:30 p.m. Monday – Friday (excluding holidays). Our service truck is available 7:30 a.m. - 2:30 p.m. Monday - Friday (excluding holidays). Limited emergency service is provided for nights, weekends, and holidays at the discretion of the District and at customer expense.

APPLICATION FOR SERVICE

Applying for Service: You must apply for service in writing before we accept you as a customer. You must apply as soon as you are responsible for the service, and provide all necessary information. We charge a service establishment fee of \$22.00, payable at time of application, each time you sign for service. Service may be disconnected if you fail to sign.

In signing for the service, you agree to abide by the District's terms and conditions. You are also responsible for notifying us to terminate water service and for providing complete information for a final bill. In multi-unit buildings, tenants are allowed to sign for service only if there is a separate outside shut-off for each unit.

Scheduling: We require a minimum two business-day notice to turn on a service or set a water meter, unless the service has been disconnected for non-payment. We require a minimum five business-day notice to discontinue service; termination of service may involve removal of the meter. We can bill you for service until you give the required notice or until we disconnect, whichever is first. These services are available during our business hours, and someone must be on the premises when we turn the water on or remove the meter.

Old Unpaid Bills: When you apply for service, we will check to see if you have had service with us before. If you have an unpaid bill, we will ask you to pay it or to sign a payment agreement. We can require you to pay bills that are up to six (6) years old. We cannot ask you to pay anyone else's bill--only those bills in your name or bills which the court has said you are responsible for. If you dispute the old bill or you are unable to agree with us about a reasonable payment plan, see the "Complaints" section of this handout.

No Discrimination: No matter what country you are from, what sex or race you are, whether you are married or single, young or old, we will either agree to provide the service you ask for or deny it within one (1) business day after you ask for the service. If we deny service, we will send you the reasons in writing and tell you what you can do about it.

BILLING

Billing: The District bills on a quarterly basis, with the exact billing date depending on where your property is located. Your first bill may be for one or two months; after the first bill, you will receive a bill every three months.

Water consumption: Water bills are based on water consumption, measured by a water meter in your basement or utility closet. Most locations are equipped with meters which can be read from the outside of the building. At locations without remote-read meter, meter readers will need access to your property every three months (about two weeks prior to billing) to read the meter. If you are not home, the meter reader will leave a postpaid card which you must return with a meter reading. The postcard is generally left in the front door; postcards cannot be left in the mail box due to post office regulations.

Water Charges: Most residential locations are equipped with a 5/8-inch meter. Currently, the minimum quarterly charge for this size meter is \$23.26. Under the minimum charge, you are allowed up to 9 hundred cubic feet, and the water charge is \$1.56 per hundred cubic feet up to a consumption of 210 HCF. For consumption over 210 HCF, the water rate is \$1.37 per hundred cubic feet. One hundred cubic feet of water is approximately 748 gallons.

Meter Tests: We test your meter periodically to make sure it is operating correctly. The MPUC approves the schedule of meter tests and the accuracy standards. If you want your meter tested for accuracy, we will do so at no cost to you, and you may witness the test during business hours when it is scheduled if you tell us when we remove the meter. If you ask more often than once every 18 months, we will charge you a fee (\$55 - \$95 based on meter size). The fee will be refunded if the meter is inaccurate. You can check the accuracy of your bill and monitor your own usage by reading the meter yourself. Ask us how to do so.

Estimated Bills: We will try to send you a bill based on your actual usage, but we can send you estimated bills for service. We will not send two (2) estimated bills in a row, except during extreme weather conditions, emergencies, work stoppages, or similar circumstances which prevent our employees from reading your meter. If we cannot obtain a reading because your meter is not accessible, we will leave a postcard. If you call in your reading or send us this postcard promptly, we will issue a bill based on actual use.

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 plan. If the reason for the make-up bill is our fault (equipment failure or billing error, for example) you will be billed for only one (1) year of the past service even if the billing mistake was for a longer time.

Past Usage: If you ask for it, we will provide a record of your usage going back a maximum of 13 months.

Third Party Notice: Let us know if you want another person to get a copy of any bill or disconnection notice we send you. We will send a copy to the person you designate, but you are still responsible for payment. This service may be especially important for our elderly or disabled customers.

Water Questions?????: If you have any questions about the cost of water service or other services, you can call us at 947-4516. Our rates must be approved by the MPUC and we cannot change these rates without approval of the MPUC. You have the right to review and comment on the proposed rates before the MPUC rules.

Sewer Questions?????: Although water and sewer bills are mailed together (and sewer charges are based on water consumption), the sewer billing is a function of the City of Bangor Sewer Department. Sewer questions must be directed to the Sewer Superintendent at 942-4111.

The Bangor Water District is a separate municipal corporation, not a part of the City of Bangor.

PAYMENT OF BILLS

You should pay your bill as soon as possible. Water bills are considered past due and begin accruing interest no less than 25 days from mailing. You can pay your bill by cash, check, or money order; you may also pay by credit card as detailed below. When a check is not honored by the bank, we will charge you the greater of \$5.00 or the bank charge. If you have more than one returned check, we may require you to pay by cash or certified check/money order only. You should include your bill stubs with payment or note the account number on your check. You may write one check for both water and sewer payments.

You can pay our bills:

by mail:

Bangor Water District
PO Box 1129
Bangor ME 04402-1129
(Payable to Bangor Water)

Bangor Wastewater Plant
760 Main Street
Bangor ME 04401
(Payable to City of Bangor)

in person:

Bangor Water District
614 State Street

Bangor Wastewater Plant
760 Main Street

by credit card

through Official Payments at 1-800-2PAY-TAX. Credit card payments may not be processed at the water district or at the wastewater plant, and Official Payments charges a processing fee for this service. ATM, check, and debit cards are not accepted. Our jurisdiction number is 2908.

on-line

through Official Payments at www.officialpayments.com. Official Payments charges a processing fee for this service. ATM, check, and debit cards are not accepted. Our jurisdiction number is 2908.

This information is also provided with your bill. If you mail your payment to us, your bill is considered paid on the day we receive it. If you pay in person at Bangor Wastewater Plant, the bill is considered paid on the day you make the payment. If you make a partial payment, we will apply it to your oldest balance. Overdue bills should be paid at the District office to avoid possible delays in processing. Bangor City Hall is not an authorized water payment location.

As of Oct. 1, 2002, interest within the MPUC's guidelines is charged for water bills not paid by the due date.

Requests for mailed payment receipts must be accompanied by a self-addressed stamped envelope.

Low income customers may qualify for help in paying a utility bill. The best source of information is your municipality's public assistance department or Penquis Community Action Program at 973-3630.

Payment Agreements: 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 within 30 days of the postmark until the overdue amount is paid in full. We will consider the following in establishing a payment agreement: a) your ability to pay; b) your previous payment history; c) the reason why the bill can't be paid; d) how long the bill has remained unpaid; and e) whether disconnection would pose a danger to your household.

We will send you a written copy of the payment arrangement. If you do not make payments according to that agreement, we can 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 agreement, but we will try to respond to your particular situation. You do not have to agree to a payment plan or any other proposed settlement of a dispute if doing so means giving up other rights listed in this pamphlet.

Deposits: We can ask for a deposit from residential customers only if there is some proof that you will be a credit risk; that is, that you may not pay your future bills. In most cases, risk is shown if you have an unpaid bill when you apply for service, or you have been disconnected for non-payment, unauthorized use, or theft of services. These are not all the situations in which we can require a deposit. You have the right to show us evidence that you can and will pay your future bills and avoid a deposit request. We may request a deposit from non-residential customers as a condition of service.

When we require a residential deposit, we must tell you in writing, explain what you can do to begin or continue service, and what to do if you disagree with the deposit request or amount. You can ask for proof that you are a credit risk, and we will give you a choice between a cash deposit or allowing another person to "guarantee" your bills up to the deposit amount. The guarantor must be a residential customer in good standing with us. We will pay interest on deposits as set by the MPUC.

We can require a deposit that is equal to your anticipated bills for two quarters. You can usually have a choice to pay the deposit in full or in three payments, with half due immediately, 25 percent in thirty (30) days and 25 percent in sixty (60) days. However, we may require a full payment of deposit if you are already using a payment plan to pay off an unpaid bill. We will return residential deposits with interest if you pay your bills on time for 12 consecutive months. Non-residential deposits are refunded at termination of service.

Non-transferable bills: If you have an unpaid bill and are no longer a customer of the District, or if you fail to pay a bill for other services such as merchandise or job work, we may seek payment through the court system. If we file in court and you pay the bill prior to the court date, you will be charged the cost of filing. If you do not pay before the court date and we prevail in court, we will ask the court to have you pay all court costs including fees for filing and sheriff services.

DISCONNECTION

We don't want to disconnect your service. We will work with you to resolve any problem. However, if a customer refuses to cooperate, we have the right to start disconnection proceedings if you:

- * Fail to pay or make a payment agreement for an overdue bill
 - * Don't keep a written payment agreement
 - * Fail to pay a deposit, to arrange for payment of deposit, or to provide someone willing to guarantee payment
 - * Use the service without completing the application process
 - * Refuse to let us on the property to install a meter or to repair/replace District property
 - * Tamper with the meter or manage to obtain service without payment
 - * Misrepresent who you are to get service
 - * Fail to comply with a decision of the MPUC or its Consumer Assistance Division

We are not allowed to disconnect for a) unpaid non-basic service charges such as merchandise; b) an old bill that was not properly transferred to your account; c) in a medical emergency (see "Medical Emergency" section, or d) estimated use. We can disconnect for unpaid estimated bills if you have refused to allow us to read a meter or have not provided an actual reading to us.

Notice: In most cases, we will notify you at least fourteen (14) calendar days before the disconnection date in the notice. But we will give you only three (3) business days notice if a) you have broken a payment agreement, b) failed to pay a deposit, c) paid with a bad check; or d) failed to apply for service. We can disconnect without notice only if there is unauthorized use (meter tampering) or a dangerous condition. A disconnection notice is good for ten (10) business days after the disconnection date stated on it. The ten (10) days may be extended if you refuse to give us access to the meter or other device to turn off the service. We will not disconnect service on a Friday, a weekend, a legal holiday, the day before a holiday, or on any day our office is not open for business.

Tenant: If you are a tenant and the landlord asks us to disconnect, or if your landlord does not pay the bill, we will issue you a tenant notice and give you the opportunity to put the service in your own name. You do not have to pay the landlord's unpaid bill.

Reconnection/Non-Payment: We must reconnect service again promptly provided you have paid your overdue bill or have agreed to a payment plan. We must reconnect during the same business day you settle your account, or the next business day at the latest. If our serviceman calls at your premises to collect an overdue payment, we will charge you a \$10.00 collection fee. If your water service is disconnected for non-payment, we will charge you a \$45.00 reconnection fee during business hours.

We can also require a deposit equal to two quarter's service if you are disconnected for non-payment, unauthorized use, or theft of service. When both a deposit and the unpaid bill are required, you may pay the smaller amount in full and enter a payment agreement on the larger amount.

Medical Emergency: We will not disconnect or refuse to reconnect service when you or someone in your house is seriously ill, provided a registered physician confirms that an emergency exists. If you cannot get a doctor to call right away, you may let us know yourself. We will wait three (3) business days for the doctor to call or write. We require written certification from the doctor, including specific reasons why the service is necessary and how long the emergency will last. Disconnection can be postponed due to a medical emergency for up to 30 days and can be renewed up to 90 days. A medical emergency does not cancel a bill. We will refer you to financial assistance agencies and ask you to negotiate a reasonable payment plan.

Reconnection/Customer Request: If you request that your water service be temporarily terminated for a period of more than five business days, we will charge you a \$45.00 reconnection fee during business hours when you wish to have the service reconnected.

INTERRUPTION OF SERVICE

We may need to interrupt service on occasion to repair or maintain our equipment. When possible in non-emergency situations, we will let you know why and how long you can expect to be without service. If we must interrupt service to more than 10 customers or for more than three hours in non-emergency situations, we must give you at least 24 hours notice. We will give you more notice whenever possible. If your service must be interrupted without notice due to an emergency, we will try to let you know as soon as possible how long you are likely to be without service. We maintain a list of customers with special water needs. If being without service would pose a danger or serious damage to you, notify us. If a customer so requests, we will make a pro-rata reduction in the customer's rates if service is interrupted for longer than 48 hours, if the interruption is not the customer's fault. The reduction will be applied only to the minimum bill, and the adjustment will be made on the customer's next bill.

LIABILITY FOR DAMAGES

We have no scheduled policy on liability for damages but investigate each claim to determine whether the facts support a claim. If, after investigation, we find the claim is unfounded, we will notify you, and you may pursue the matter through the legal system or the Consumer Assistance Division of the MPUC. If we determine the claim is reasonable and we appear to be at fault, we will attempt a negotiated resolution. If a negotiated resolution cannot be arrived at, you may submit a written claim (if not already done) which we will forward to our insurance company.

COMPLAINTS

If you have questions or complaints, call us. We have employees available during business hours to answer your questions, set up payment agreements, and resolve disputes. We will investigate your complaint and try to resolve it. If you disagree with our answer, you have a right to appeal to the Consumer Assistance Division of the MPUC, State House Station 18, Augusta ME 04333-0018 (1-800-452-4699). Before you write or call the Commission, you must give us a chance to respond to your complaint. We cannot disconnect you for a disputed amount, but you do have to pay that portion of the bill that is not disputed. If you contact us before the disconnection date, and we cannot agree on a payment plan or other requirements to stop disconnection, you can appeal to the MPUC as described above.

Water Rates (effective July 2001):

\$23.26 quarterly minimum (5/8" meter) based on 9 hundred cubic feet
\$1.56 per 1 hundred cubic feet for first 210 hundred

Sewer Rates (effective 1996):

\$49.68 quarterly minimum based on 12 hundred cubic feet
\$4.14 per 1 hundred cubic feet

Sewer rates are set by the Bangor City Council, and are not controlled by the Bangor Water District or the Maine Public Utilities Commission. Direct sewer questions to 942-4111.

Minimum Combined Quarterly bill: **\$72.94**