

BIDDEFORD & SACO WATER CO.
Supplying
**BIDDEFORD, SACO, OLD ORCHARD BEACH
AND PINE POINT**

**181 ELM STREET P.O. BOX 304
BIDDEFORD, MAINE 04005-0304**

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CUSTOMER RIGHTS AND RESPONSIBILITIES

The Maine Public Utilities Commission (MPUC) has established guidelines for customer rights and responsibilities. The operations of all public utilities in Maine must comply with those MPUC guidelines. The purpose of this document is to summarize the most commonly discussed MPUC defined rights and responsibilities in order to provide customers with a quick reference source. This document has been prepared in accordance with MPUC guidelines.

If you have any questions or concerns after reading this document, or need customer service, our contact information is:

Company name:	Biddeford and Saco Water Company
Mailing address:	PO Box 304, Biddeford, ME 04005
Office street address:	181 Elm Street, Biddeford
Telephone:	(207) 282-1543
Office hours:	M-F / 7:30 a.m. – 4:30 p.m.
24-hour emergency number:	(207) 282-9141
website:	www.biddefordsacowater.com
email address:	info@biddefordsacowater.com

PROCEDURE FOR BILLING & FOR ESTIMATED BILLING

The Company's billing rates are printed in booklets available in the Company's office; we will mail a booklet to you if you ask. Rates also are posted in the Customer Service section of the Company's website, www.biddefordsacowater.com.

Customers are billed monthly, quarterly, and seasonally depending on service class. Bills for water service are based upon metered water consumption. The water meter for most properties is located in the basement or utility closet. Monthly and quarterly customers are billed in arrears, which means bills are sent after the water has been used. Seasonal customers are billed for the seasonal minimum amount in advance; then again in arrears during the season if usage exceeds the seasonal minimum. We try to read every meter before billing; however, if we are unable to obtain a reading, we will send an estimated bill. Estimates are based upon the past consumption for the particular customer being billed.

Billing for fire protection services is based upon the type of service being provided, i.e. hydrant or fire sprinkler system. Billing for fire protection services is not affected by the volume of water that either is or is not used by the fire protection system. The rates for all fire protection services are both listed in rate booklets available from our office and posted on the Company's website.

If you have any questions about your bill, please either call our office or send an email, we will respond quickly and do our best to furnish you with the information you need to answer the questions you have. If you are concerned about the quantity of water reflected in your bill, we will help you identify possible leaks. We will test your meter for accuracy if you request, and if you wish, you may observe the test. There is no charge to have your meter tested provided you do not ask too frequently. If your consumption seems unexpectedly high, it is most likely that you have a leak of some kind on your property. Water meters tend to slow down and under-register over time; it is quite unusual for water meter tests to find that a water meter is over-registering consumption, though not impossible.

PAYING YOUR WATER BILL

You may pay your bill using cash, check, or money order. Our mailing address is:

Biddeford & Saco Water Company
PO Box 304
Biddeford, ME 04005-0304

Payments may be made in person during normal business hours at any of the following locations:

- Water Company Office, 181 Elm Street, Biddeford
- Radley's Shop 'n Save, 2 Cascade Road, Old Orchard Beach,
- Hannaford Supermarket - Scarborough, 205 US Route 1, Scarborough
- Hannaford Supermarket - Saco, Route 1 - 532 Main Street, Saco
- Hannaford Supermarket - Biddeford, Route 1 - 299 Elm Street, Biddeford.

We also offer a Direct Payment Plan (DPP) where you can have your payment made automatically from your checking or savings account. There is no extra charge to become part of the DPP and you will still receive a bill showing the amount that you owe; however, under the DPP, the bill will also show the date that the amount you owe will be withdrawn from your account, which will be at least three weeks after the billing date. If you have any questions or concerns with your bill, you would have ample time to call us after you received the bill to discuss before the automatic payment date.

Please be advised that a charge may be assessed for any payment you make that is rejected for insufficient funds or incorrect bank information, and that all bills are due on the first business day that is 30 days after the date the bill was mailed. If you are having trouble paying your bill, please call our office at (207) 282-1543 Monday through Friday between the hours of 7:30 a.m. and 4:30 p.m.; simply dial '0' as soon as the voice mail system answers and whoever picks up your call will be able to help you work out an arrangement to pay off the balance you owe.

SECURITY DEPOSITS

The circumstances under which we may require a deposit are controlled by MPUC rule, detailed in Chapter 660. Basically, we can require a security deposit for water service if there is proof

that you may not pay your future bills. For residential customers, sufficient proof is shown in most cases if any potential customer: has an unpaid water or sewer bill when application for service is made; was disconnected in the past for nonpayment, unauthorized use, or theft of services; or failed to comply with the terms of a plan set by Bankruptcy Court. Be advised that the above three examples are only the primary situations in which we can require a deposit, not all. You have the right to provide us with evidence that you can, and will, pay your future bills in order to avoid a deposit request.

For non-residential customers, we may require a deposit as a precondition of granting service, or whenever we determine that any existing non-residential customer has become an unacceptable credit risk.

Deposit Amount & Payment Options For monthly customers, we can require a deposit that is equal to the two largest consecutive monthly bills. For quarterly customers, we can require a deposit that is equal to the highest quarterly bill.

You can usually choose to pay the deposit in full or in three payments where half the total would be due immediately, 25% in thirty (30) days, and the final 25% in sixty (60) days. We may demand full payment of a deposit if you are already using a payment plan to pay off an unpaid bill. In lieu of a cash deposit, you may name another person to guarantee your bills up to the deposit amount; the guarantor must be a customer in good standing.

Deposit Disclosure When we require a deposit, we must furnish a disclosure to you within three business days. The disclosure will tell you:

- the date of our request for a deposit;
- the requested deposit amount;
- the payment options and due dates available to you to satisfy our deposit requirements, including a third-party guarantor option; and
- what to do if you disagree with our requests.

Return Of Deposit We will return your deposit, with interest, if you pay your bills on time for 12 consecutive months.

DISCONNECTION OF SERVICE

We do not want to disconnect your service. We will work with you to resolve any problems. However, if problems remain unresolved, be aware that we do have the right to start disconnection procedures whenever a customer

- fails to pay or make a payment arrangement for an overdue water bill;
- fails to comply with a written payment arrangement;
- fails to satisfy deposit requirements by making payment in full, by agreeing to an installment arrangement, or by providing someone to guarantee payment;
- uses service without having applied for it;
- refuses to let us on the property either to install or read a meter, or to inspect or repair our property;
- tampers with a meter, or obtains service without payment;
- misrepresents who he/she is in order to receive service;

- fails to comply with a decision of the MPUC, or its Consumer Assistance Division (CAD);
- has a service that for any reason poses a threat to the safety of any person or to the integrity of our water system; or
- fails to repair a leak on private property.

We also can disconnect a service whenever we receive a directive from a State Inspector or local code enforcement officer.

We are not allowed to initiate disconnection: (1) for non-basic service charges such as merchandise or services not regulated by the MPUC; (2) for an old bill that was not properly transferred to your account when you applied for service; (3) for estimated usage, although we can disconnect for estimated usage if you have refused to allow access to us to read your meter, and have not provided an actual reading to us; or (4) if you or a doctor notify us of a serious medical condition.

Tenants If you are a tenant and your landlord asks us to disconnect, or if your landlord does not pay the bill, you have the option of putting the service in your own name. You do not have to pay the landlord's unpaid bill to avoid disconnection.

Disconnection Notice In most cases, we will notify you in writing at least 14 days before a stated disconnection date. But we are only required to give you three (3) working days notice if you: (1) broke a payment plan; (2) failed to pay a deposit; (3) used a "bad" check to pay for service; (4) have not complied with a decision of the CAD or the MPUC; (5) received service without applying to become a customer; or (6) did not provide certification of a claimed serious medical condition. 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) 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 Although we will always try to meet your schedule, we may require seven days notice to disconnect your service, and we can continue to bill you for service during this waiting period.

RECONNECTION

We will reconnect service after you have either paid your overdue bill or have agreed to a payment arrangement. Reconnection will occur during business hours on the day payment arrangements are completed, or at the latest, during the next business day. You may be charged a reconnection fee at our tarriffed rate. The fee is higher after regular business hours.

We may also require a deposit prior to reconnection. When payment of both a deposit and the unpaid bill are required, you can pay the smaller amount in full and make a payment arrangement for the larger amount.

DESIGNATION OF A THIRD PARTY TO RECEIVE NOTICES

You may designate a third party to receive notices concerning your account. We will keep a record of the third party name, address and telephone number. We will make every reasonable effort to contact the third party you designate at the same time we contact you and will provide the same information we provide you about matters related to deposits, disconnections, overdue amounts, or hazardous conditions of utility service.

DISPUTES & COMPLAINTS

If you have a question or complaint about our service, please call us first. We have employees available during business hours to answer your questions, make payment arrangements, investigate your complaints, and resolve disputes. Our office is located at 181 Elm Street, Biddeford and is open Monday through Friday; office hours are 7:30 a.m. to 4:30 p.m. You can reach us by phone at (207) 282-1543; simply dial '0' as soon as the voice mail system answers and whoever responds will be able to assist you.

We cannot disconnect you for an amount that is in dispute, but you do have to pay the portion of the bill that is not in dispute. If you contact us before 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 below.

RIGHT TO APPEAL OUR DECISION TO THE MAINE PUBLIC UTILITIES COMMISSION

If you disagree with our decision on your claim, you have the right to appeal to the CAD of the MPUC, State House Station 18, Augusta, Maine 04333. You can call the CAD at (207) 287-3831 or toll-free at 1-800-452-4699. Before you call or write the CAD, you must first give us a chance to resolve your complaint.

ACRONYMS USED IN THIS DOCUMENT

- CAD: Consumer Assistance Division of the MPUC
- MPUC Maine Public Utilities Commission
- DPP Direct Payment Plan