

Your Rights  
and Responsibilities  
as a Residential  
Customer of Unitil

—

**MAINE DIVISION**



**Unitil**

1-888-301-7700 | [www.unitil.com](http://www.unitil.com)

## PLEASE KEEP THIS BOOKLET

This booklet provides existing and new residential customers with a summary of their rights and responsibilities as required under Chapter 815 of the Maine Public Utilities Commission (MPUC).

The purposes of this Chapter are:

- To assure safe and adequate provision of residential utility service.
- To assure that service is not disconnected or refused unreasonably; and
- To assure the utility's right to collect proper bills for residential utility service.

Every privilege that is granted and every duty that is required by this Chapter imposes an obligation on utilities, applicants and customers to accept these privileges and perform these duties with good faith, honesty and fairness.

Throughout this booklet, the terms "we" or "us" refers to the utility. The term "you" refers to the applicant or customer.

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## APPLICATION FOR SERVICE

### **No Discrimination Allowed**

When you apply for service, we will treat you fairly. You may be required to complete an application form or answer some important questions before we accept you as a customer.

No matter what country you come from, what sex or race you are, whether you are single or married, young or old, we will either agree to provide the service you ask for or deny it within one (1) work 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.

### **Cost of Service**

When you apply for service, we will tell you about the basic minimum service costs; about one-time costs, such as installation fees; and how much they cost.

If you have any questions about the cost of your service or the difference between the basic service and optional services, call us at the telephone number on your bill.

Our rates must be approved by the Maine Public Utilities Commission. We cannot change these rates without the approval of the MPUC. You have the right to review and comment on our proposed rates before the MPUC approves or disapproves any changes.

### **Prior 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 make a payment arrangement. We can require you to pay bills that are up to six (6) years old. We cannot ask you to pay anyone else's bills – only those bills in your name or bills a 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 Booklet (page 10).

## DEPOSITS

We can ask for a deposit 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, “proof that you will be a credit risk” is shown if you have an unpaid bill when you apply for service or you have been disconnected for nonpayment, 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.

### **When We Require a Deposit**

- We must inform you in writing.
- We must tell you what you can do to begin or continue service.
- You can ask for proof that you are a credit risk.
- We will tell you what to do if you disagree with the deposit request or amount.
- We will pay interest on your deposit.
- We will give you a choice between a cash deposit and allowing another person to “guarantee” your bills up to the deposit amount. The guarantor must be a customer in good standing with us.

### **Deposit Amount; Payment Options**

We can require a deposit that is equal to your anticipated bills for two billing periods.

You can usually have a choice to pay the deposit in full or in three payments, with half the total due immediately, 25% in thirty (30) days and 25% in sixty (60) days. However, we may demand a full payment of a deposit if you are already using a payment plan to pay off an unpaid bill.

# BILLS

## **Billing Schedule – Monthly**

### **Estimated Bills**

The Company is in the process of installing Automatic Meter Reading (AMR) devices on all meters. Until you have a meter equipped with an AMR device, a meter reader will attempt to read your meter each month. If a meter reading is obtained, your bill will be based on your actual usage. If we are not able to obtain a meter reading, a meter reading card will be left at your property to enable you to record the reading on your meter. If you call promptly to report the reading, a bill based on your reading will be issued. Extreme weather conditions, emergencies, work stoppages or other similar circumstances may also prevent our employees from reading your meter. If a meter reading is not obtained, your usage will be estimated. When usage is estimated, any over or under billing is adjusted when the next actual reading is obtained and used for billing.

### **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 the company's fault (equipment failure or billing error, for example), you will be billed for only one (1) year of past service even if the billing mistake was for a longer time.

### **Previous Bills**

If you ask for it, we will give you a record of your usage going back a maximum of twelve (12) months.

### **Third-party Notice of Bills and Notices**

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, disabled and handicapped customers.

### **Accuracy of Meters**

We test your meter regularly to make sure it is operating correctly. The Maine Public Utilities Commission establishes the schedule of required meter tests and the accuracy standards that a meter must meet. If you want your meter tested for accuracy, we will do so at no extra cost to you. If you ask more often than once every six (6) months, we will charge you a reasonable fee for this test. You have the right to be present when the meter is tested, but you have to make an appointment.

You can check the accuracy of your bill and monitor your own usage by reading the meter yourself. Call and ask us for information on how to read your meter or visit our website at [www.until.com](http://www.until.com).

### **Payments**

If you mail your payment to us, your bill is considered paid on the day we receive it. If you pay at a payment agency, 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 balance due.

Payments by cash, check or money order as well as electronic payments are accepted. When a check is dishonored a charge of \$5.00 will be made to the account of any customer whose check is returned by the bank for reason of non-payment. The utility will, upon request, furnish the customer with proof of any bank charges in excess of \$5.00. If you have more than two (2) dishonored checks, we may send you a notice that will require future payments in cash or certified check only. You should pay your bill as soon as you can. If you pay after the "due date" stated on the bill, we may charge late fees.

### **Financial Assistance**

Low income customers may qualify for help to pay a utility bill. We can help refer you to available programs, but the best source of information is your local Community Action Agency. You may also call your local Department of Human Services office and ask about the Emergency Assistance Program.

## **PAYMENT PLANS**

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 25 days of the postmark until the overdue amount is paid in full.

We will consider the following issues when establishing a payment plan:

- Your ability to pay.
- Your previous payment history.
- The reason why the bill can't be paid.
- How long the bill has remained unpaid.
- 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 a written payment plan, 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 arrangement, 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 Booklet. Contact us for payment plans.

## **DISCONNECTION**

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

- You fail to pay or make a payment plan for an overdue bill.
- You don't keep a written payment plan.
- You fail to pay a deposit, arrange to pay for it or provide someone who is willing to guarantee payment.
- You are using the service without having applied for it.

(continued on next page)

- You refuse to let us onto your property to install or read a meter or inspect or repair company property.
- You have tampered with the meter or somehow managed to obtain service without payment.
- You misrepresented who you are to get service.
- You fail to comply with a decision of the Maine Public Utilities Commission or its Consumer Assistance Division.

**We Are Not Allowed to Disconnect for:**

- Non-basic service charges, such as for merchandise or service not regulated by the Maine Public Utilities Commission.
- An old bill that was not properly transferred to your account when you applied for service.
- Estimated usage. But we can disconnect for this if you have refused to allow us to read a meter or you have refused to provide an actual reading on our form.

We will not disconnect if you or a doctor notify us of a medical emergency (see page 9 of this booklet). If you are a tenant and if your landlord asks us to disconnect or if your landlord does not pay the bill, we will issue you a notice and opportunity to put service in your own name. You do not have to pay the landlord's unpaid bill.

**Disconnection Notice**

In most cases, we will notify you in writing at least 14 days before a stated disconnection date. But we can give you only three (3) working days notice if you've broken a payment plan, failed to pay a deposit, paid with 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 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 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 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**

You must give us at least seven days notice when you want to disconnect your service. We will bill you for service until you give the required notice and we actually disconnect the service.

## **RECONNECTION**

We must reconnect service again promptly – during the business hours on the same day you ask, or at the latest during the next business day – provided you have paid your overdue bill or have agreed to a payment plan. This payment plan will be based on your previous payment history. We can also charge you a deposit equal to two billing periods if you are disconnected for nonpayment, unauthorized use or theft of service. When both a deposit and the unpaid bill are required, you can pay the smaller amount in full and enter a payment plan on the larger amount. See back page for fees charged for reconnection.

## **MEDICAL EMERGENCIES**

We will not disconnect service or refuse to reconnect it 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) work days for the doctor to call or write us. We can require written certification from the doctor, including specific reasons why 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 the bill. We will refer you to financial assistance agencies and ask you to negotiate a reasonable payment plan.

## INTERRUPTION OF SERVICE

We may need to interrupt your service on occasion to repair or maintain our equipment. When possible, we will let you know why and how long you can expect to be without service. If we plan to interrupt service to more than ten (10) customers or a single commercial customer or for more than five (5) hours, we must give you at least five (5) days or a minimum 24-hours notice. We will give you more notice whenever possible. If your service must be interrupted without notice for more than five (5) hours due to storms or other emergencies, we will try to let you know as soon as possible how long you are likely to be without service.

If being without service would pose a danger to any member of your household (presence of life support system, for example), notify us. We will put you on a priority list to restore services as soon as possible. See back page for interruption of service telephone numbers.

## COMPLAINTS

If you have any questions or complaints, call us. We will have at least one employee available during business hours to answer your questions, set up payment plans 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 (CAD), of the Maine Public Utilities Commission, 18 State House Station, Augusta, Maine 04333. You can call the CAD at 287-3831 or toll free 1-800-452-4699. Before you call or write 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 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 plan or other requirement to stop disconnection, you can appeal to the MPUC.

## LIABILITY AND ABATEMENT FOR INTERRUPTED SERVICE

Whoever is responsible for injury to persons or damage to property, due to a willful act or negligence, arising from the use of gas will also be responsible for paying all direct costs resulting from such action. We are not responsible for any internal piping or equipment that we: 1) do not own, or 2) did not install. If we have to pay any person for claims of injury, damage or loss because of such internal piping or equipment, we expect you to reimburse us for such costs unless the law prohibits such reimbursements. Neither we, nor you, will be held responsible for such injuries or damage if the action was beyond control (sometimes calls "Acts of God"). You should promptly notify us for any claim for loss you believe is our responsibility.

Call Unitil toll free at:

**1-888-301-7700**

Or write to:

Unitil  
5 McGuire Street  
Concord, NH 03301

# UNITIL

5 McGuire Street, Concord, NH 03301

## **Gas Emergency 24 Hours**

Toll Free: 1-866-900-4460

## **Customer Service**

Toll Free: 1-888-301-7700

Website: [unitil.com](http://unitil.com)

## **Automated Customer Service**

24 hours a day, 7 days a week

## **Billing Schedule**

Monthly

## **Returned Check Policy**

\$5.00 per check or bank charge – two (2) or more returned checks will require payments of cash, money order or certified check.

## **Late Payment Fee**

1% per month, effective January 1, 2023

## **Reconnection Charges**

During Business Hours \$36.00

After Business Hours \$75.00

## **Payment Plan**

“Budget Billing” – 12 equal installments, with a periodic review for accuracy.

## **PAYMENT AGENCIES**

Visit [www.westernunion.com](http://www.westernunion.com) to locate a payment agent in your area.