

**NOTICE OF INJURY AND CLAIM FOR DAMAGES**

RECEIVED  
OFFICE OF CITY ATTORNEY

FEB 10 2020

3:30 A.M./P.M.

TO:  
City Clerk  
ATTN: CLAIMS  
200 E. Wells St., Rm. 205  
Room 105  
Milwaukee, WI 53202

CITY CLERK'S OFFICE  
2020 FEB 10 PM 12:34  
CITY OF MILWAUKEE

**PLEASE TAKE NOTICE** that the following claim for damages is made pursuant to § 893.80(1)(a), Stats.

**Claimant's Name:** Jacqueline Garrison

**Claimant's Address:** 1183 Aspen Court, Grafton, WI 53024

**Phone for Claimant:** 414 535-9626 (c/o Attorney Andrew Shaw of Shaw Law Offices)

**Date of Loss:** On or about October 15, 2019 (date when the erroneous water bills were placed on the property taxes of the 2564 N. 35<sup>th</sup> Street residence owned by claimant Jacqueline Garrison)

**Claims Against The Following:**

- 1) City of Milwaukee

**Facts of the Claim/Loss**

Claimant Mrs. Jacqueline Garrison and her husband are elderly African American people who are on a fixed income. Mrs. Garrison owns a residential house in Milwaukee at 2564 N. 35<sup>th</sup> Street, which is in a low-income neighborhood of Milwaukee that has a majority of African-American residents, and her property is valued at approximately \$29,000. In 2019, Mrs. Garrison was erroneously charged for allegedly high spikes in water usage that were up to 10 times more, than 2018's water usage for those same months for that same house. The May 6, 2019 water bill showed an alleged April 2019 spike of over 10 times the amount of water used, 424,145 gallons for one month, when compared to April 2018 use of 41,143 gallons for that same house. See the

attached 2019 water bills showing alleged water usage spikes that are many times higher than the same months in 2018. See the attached Usage Details for the address: 2564 N. 35<sup>th</sup> Street.

Mrs. Garrison contacted Milwaukee Water Works to have the water shut off from the street because nobody was living at the 2564 N. 35<sup>th</sup> Street house. Also, the plumbing had not been in use during these billing periods of allegedly high water spikes. Mrs. Garrison previously had a plumber shut off the water from the inside of the house prior to these alleged water spikes. Further, there was a noticeable crack in the water meter. Mrs. Garrison explained all of these facts to Milwaukee Water Works.

On or about October 14, 2019, Mrs. Garrison's legal counsel informed Milwaukee Water Works, the Public Service Commission of Wisconsin, and Assistant City Attorney Thomas Miller about the situation of alleged huge water usage spikes on a house that had the water turned off. These entities informed Mrs. Garrison that she owed the money for these huge water bills, without knowing facts about if, how or why these alleged water spikes occurred.

On October 15, 2019, Mrs. Garrison paid \$500 as a good faith gesture but explained that she disputed the water bill. Her \$500 payment was accepted and cashed. Mrs. Garrison's situation, as explained above, and her payment of \$500 payment as a good faith gesture while disputing the water bill was explained to Assistant City Attorney Thomas Miller on or about October 15, 2019. On or about October 15, 2019, Assistant City Attorney Thomas Miller informed Mrs. Garrison's legal counsel that if Mrs. Garrison did not sign the Deferred Payment Agreement to pay \$6,242.59 for the water bill by October 15, 2019, that amount would be added to her property taxes. See the attached Deferred Payment Agreement for Property Address: 2564 N. 35<sup>th</sup> Street. On or about October 16, 2019, the disputed amount of \$6,242.59 was added to the property taxes for the 2564 N. 35<sup>th</sup> Street residence.

Mrs. Garrison and her husband are African Americans on a fixed income who are worried about losing her property due to abnormally huge water bills for allegedly excessive water spikes that are conspicuously far more water than typical residential house usage being added to her property taxes, of which the City of Milwaukee has refused to investigate the underlying facts of those abnormally huge water bills. Water/Color: A Study of Race & The Water Affordability Crisis In America's Cities by the Thurgood Marshall Institute at the NAACP Legal Defense and Education Fund, Inc. found that water liens have a devastating impact on homeownership rates and have been shown to disproportionately impact communities of color. See the attached copy of Water/Color: A Study of Race & The Water Affordability Crisis In America's Cities by the Thurgood Marshall Institute at the NAACP Legal Defense and Education Fund, Inc.


**Itemized Relief Sought**

The relief sought is: 1) to have all water bills taken off the property taxes; and 2) to remove all abnormal water bill amounts and replace them with the average amount owed for similar homes in that community for each of these months at issue.

\*\*\* Please forward any notice of disallowance to my law office: Andrew Shaw, Esq.

Shaw Law Offices, P.O. Box 18353, Milwaukee, WI 53218. \*\*\*

Dated this 6<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Andrew Shaw  
State Bar No.: 1018100  
Attorney for Jacqueline Garrison

Shaw Law Offices  
P.O. Box 18353  
Milwaukee, WI 53218  
Ph. (414) 535-9626  
shawlawoffices@gmail.com

**Attachments to this Claim:**

- 1) Attached 2019 water bills showing alleged water usage spikes that are many times higher than the same months in 2018.
- 2) Usage Details for Property Address: 2564 N. 35<sup>th</sup> Street.
- 3) Deferred Payment Agreement for Property Address: 2564 N. 35<sup>th</sup> Street.
- 4) Water/Color: A Study of Race & The Water Affordability Crisis In America's Cities by the Thurgood Marshall Institute at the NAACP Legal Defense and Education Fund, Inc.



PO Box 3268  
Milwaukee, WI 53201-3268



Acct No.	Date Due	Balance Due
248-1847.300	05/06/2019	\$3,816.24

**STATEMENT OF ACCOUNT**

**Account Number** 248-1847.300  
**Customer Name** SHANEKA JACKSON  
**Service Address** 2564 N 35TH ST  
**Property Class** RES-MILWAUKEE  
**Billing Date** 04/12/2019

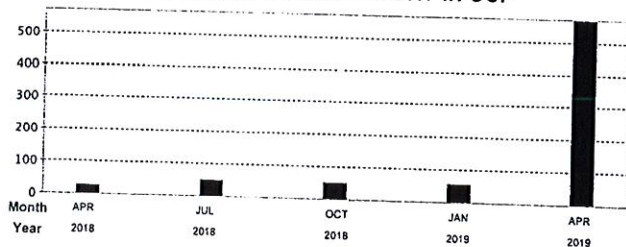
**METER READINGS**

Meter #	Date	Meter Reading	Ccf
48240919	12/06/18	2,083 A	-
48240919	03/06/19	2,650 A	567

**USAGE COMPARISON**

Billing Period	Number of Days	Total Usage		Daily Avg
		Ccf	Gallons	Gallons
Current	90	567	424,145	4,713
Previous	87	55	41,143	473
Last Year	86	27	20,197	235

YOUR WATER USAGE HISTORY IN CCF



**ACCOUNT ACTIVITY**

**Previous Bill** \$670.70  
**Late Payment Charges** \$25.75  
**Balance Forward** \$696.45

**NEW CHARGES**

**Water Charges**

Water Service Charge \$27.23  
 Water Usage Charge 567 Ccf \$1,179.36  
**Total Water Charges** \$1,206.59

**MMSD Sewer Treatment Charges**

Sewer Treatment Service \$15.84  
 Sewer Treatment Usage 573 Ccf \$968.37  
**Total Sewer Charges** \$984.21

**Municipal Charges**

Local Sewerage Charge 573 Ccf \$853.77  
 Storm Water Mgmt Charge 1 ERU \$21.42  
 Solid Waste Charge 1 DU \$53.80  
**Total Municipal Charges** \$928.99

**Total New Charges** \$3,119.79  
**Total Amount Due** \$3,816.24

Customer Service: (414) 286-2830  
 24-Hour Control Center: (414) 286-3710  
 milwaukee.gov/water

**PLEASE NOTE**

NOTE: Late fees will be applied if balance is not \$0.00 by due date listed.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: MAKE PAYABLE TO MILWAUKEE WATER WORKS  
 To ensure your account is properly credited, please return this stub with your payment and include your account number on your check or money order. Thank you.



PO Box 3268  
Milwaukee, WI 53201-3268



Acct No.	Date Due	Balance Due
248-1847.300	11/07/2018	\$337.68

**STATEMENT OF ACCOUNT**

**Account Number** 248-1847.300  
**Customer Name** SHANEKA JACKSON  
**Service Address** 2564 N 35TH ST  
**Property Class** RES-MILWAUKEE  
**Billing Date** 10/15/2018

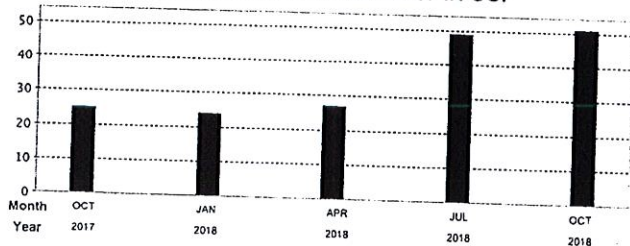
**METER READINGS**

Meter #	Date	Meter Reading	Ccf
48240919	06/06/18	1,977 A	-
48240919	09/10/18	2,028 A	51

**USAGE COMPARISON**

Billing Period	Number of Days	Total Usage		Daily Avg
		Ccf	Gallons	Gallons
Current	96	51	38,151	397
Previous	91	49	36,655	403
Last Year	93	25	18,701	201

**YOUR WATER USAGE HISTORY IN CCF**



**ACCOUNT ACTIVITY**

**Previous Bill** \$1,101.53  
 Arrears to Tax Roll (\$1,142.39)  
 Late Payment Charges \$40.86  
 Balance Forward \$0.00

**NEW CHARGES**

**Water Charges**

Water Service Charge \$27.23  
 Water Usage Charge 51 Ccf \$106.08  
**Total Water Charges \$133.31**

**MMSD Sewer Treatment Charges**

Sewer Treatment Service \$15.45  
 Sewer Treatment Usage 28 Ccf \$46.20  
**Total Sewer Charges \$61.65**

**Municipal Charges**

Local Sewerage Charge 28 Ccf \$40.60  
 Storm Water Mgmt Charge 1 ERU \$20.79  
 Solid Waste Charge 1 DU \$52.23  
 Snow and Ice 30 Ft. \$29.10  
**Total Municipal Charges \$142.72**

**Total New Charges \$337.68**

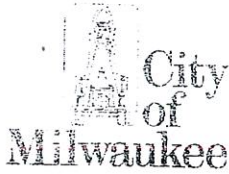
**Total Amount Due \$337.68**

Customer Service: (414) 286-2830  
 24-Hour Control Center: (414) 286-3710  
 milwaukee.gov/water

**PLEASE NOTE**

NOTE: Late fees will be applied if balance is not \$0.00 by due date listed.

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: MAKE PAYABLE TO MILWAUKEE WATER WORKS  
 To ensure your account is properly credited, please return this stub with your payment and include your account number on your check or money order. Thank you.



PO Box 3268  
Milwaukee, WI 53201-3268



Acct.No.	Date Due	Balance Due
248-1847.300	08/05/2019	\$6,242.59

**STATEMENT OF ACCOUNT**

**Account Number** 248-1847.300  
**Customer Name** JACQUELINE GARRISON  
**Service Address** 2564 N 35TH ST  
**Property Class** RES-MILWAUKEE  
**Billing Date** 07/12/2019

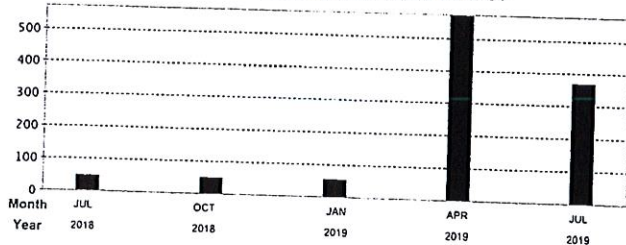
**METER READINGS**

Meter #	Date	Meter Reading	Ccf
48240919	03/06/19	2,650 A	-
48240919	06/06/19	3,018 A	368

**USAGE COMPARISON**

Billing Period	Number of Days	Total Usage		Daily Avg
		Ccf	Gallons	Gallons
Current	92	368	275,283	2,992
Previous	90	567	424,145	4,713
Last Year	91	49	36,655	403

**YOUR WATER USAGE HISTORY IN CCF**



**ACCOUNT ACTIVITY**

**Previous Bill** \$3,816.24  
**Late Payment Charges** \$144.53  
**Balance Forward** \$3,960.77

**NEW CHARGES**

**Water Charges**

Water Service Charge \$27.23  
 Water Usage Charge 368 Ccf \$765.44  
**Total Water Charges** \$792.67

**MMSD Sewer Treatment Charges**

Sewer Treatment Service \$15.84  
 Sewer Treatment Usage 368 Ccf \$621.92  
**Total Sewer Charges** \$637.76

**Municipal Charges**

Local Sewerage Charge 368 Ccf \$548.32  
 Storm Water Mgmt Charge 1 ERU \$21.42  
 Solid Waste Charge 1 DU \$53.80  
**Total Municipal Charges** \$623.54

**Total New Charges** \$2,053.97  
**Total Amount Due** \$6,242.59  
 Activity Since Billing \$227.85

Customer Service: (414) 286-2830  
 24-Hour Control Center: (414) 286-3710  
 milwaukee.gov/water

**PLEASE NOTE**

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PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: MAKE PAYABLE TO MILWAUKEE WATER WORKS  
 To ensure your account is properly credited, please return this stub with your payment and include your account number on your check or money order. Thank you.

# Usage Details

**Account** 248-1847.300  
**Customer** JACQUELINE GARRISON  
**Address** 2564 N 35TH ST  
MILWAUKEE WI, 53210

Tran.	Read Date	Read Code	Meter	Reading
*NEW	7/31/2019	Actual	48240919	3018
SETR	7/31/2019	Actual	49028347	1994
READ	6/6/2019	Radio	48240919	3018
READ	3/6/2019	Radio	48240919	2650
READ	12/6/2018	Radio	48240919	2083
READ	9/10/2018	Radio	48240919	2028
READ	6/6/2018	Radio	48240919	1977
READ	3/7/2018	Radio	48240919	1928
READ	12/11/2017	Radio	48240919	1901
READ	9/7/2017	Radio	48240919	1877
READ	6/6/2017	Radio	48240919	1852
READ	3/7/2017	Radio	48240919	1830
READ	1/4/2017	Actual	48240919	1819
SETR	1/4/2017	Actual	48240919	1819
RMOV	1/4/2017	Actual	87778325	2527
READ	9/7/2016	Estimate	87778325	2565
READ	6/10/2016	Estimate	87778325	2565
READ	3/7/2016	Radio	87778325	2497
READ	12/15/2015	Radio	87778325	2398
READ	9/8/2015	Radio	87778325	2312
READ	6/8/2015	Radio	87778325	2280



<b>Usage</b>	<b>Charges</b>
0	\$0.00
0	\$0.00
368	\$765.44
567	\$1,179.36
55	\$114.40
51	\$106.08
49	\$101.92
27	\$56.16
24	\$49.92
25	\$50.50
22	\$44.44
11	\$22.22
0	\$0.00
0	\$0.00
-38	(\$76.76)
0	\$0.00
68	\$133.28
99	\$194.04
86	\$168.56
32	\$62.72
46	\$90.16

## Deferred Payment Agreement- CONTRACT FOR UTILITY SERVICE ARREARS THEODORE GARRISON

The undersigned hereby agrees to pay the charges incurred for utility services supplied at the above address for the period ending 08/09/19 amounting to \$6,242.59 which is to be paid in the following installments:

Acct # 248-1847.300

36 MONTH PLAN

	<u>Down payment</u>		<u>Monthly payments</u>
10/15/19	\$500.00	4/30/21	\$164.07
	<u>Monthly payments</u>	5/29/21	\$164.07 + APRIL BILL AMT
11/30/19	\$164.07 + OCT BILL AMT	6/30/21	\$164.07
12/30/19	\$164.07	7/31/21	\$164.07
1/31/20	\$164.07	8/31/21	\$164.07 + JULY BILL AMT
2/28/20	\$164.07 + JAN BILL AMT	9/30/21	\$164.07
3/31/20	\$164.07	10/30/21	\$164.07
4/30/20	\$164.07	11/30/21	\$164.07 + OCT BILL AMT
5/29/20	\$164.07 + APRIL BILL AMT	12/30/21	\$164.07
6/30/20	\$164.07	1/31/22	\$164.07
7/31/20	\$164.07	2/28/22	\$164.07 + JAN BILL AMT
8/31/20	\$164.07 + JULY BILL AMT	3/31/22	\$164.07
9/30/20	\$164.07	4/30/22	\$164.07
10/30/20	\$164.07	5/29/22	\$164.07 + APRIL BILL AMT
11/30/20	\$164.07 + OCT BILL AMT	6/30/22	\$164.07
12/30/20	\$164.07	7/31/22	\$164.07
1/31/21	\$164.07	8/31/22	\$164.07 + JULY BILL AMT
2/28/21	\$164.07 + JAN BILL AMT	9/30/22	\$164.07
3/31/21	\$164.07		

**The agreed installments plus the current bills shall be paid by due dates in order to have late fees waived.**

It is agreed that upon default of any installment, the utility reserves the right to offer any future agreements with more stringent terms; such as shorter time period for repayment and larger initial down payments. While on the payment plan, late fees will be assessed initially but will be waived/reversed after a review of timely payments.

YOU HAVE THE RIGHT TO SUGGEST A DIFFERENT PAYMENT AGREEMENT. IF YOU BELIEVE THE TERMS OF THIS AGREEMENT ARE UNREASONABLE, DO NOT SIGN IT. IF YOU SIGN THIS AGREEMENT, YOU



AGREE THAT YOU OWE THE AMOUNT DUE UNDER THE AGREEMENT. IF YOU AND THE UTILITY CANNOT AGREE ON TERMS, YOU MAY ASK THE PUBLIC SERVICE COMMISSION (1-800-225-7729) TO REVIEW THE DISPUTED ISSUES. SIGNING THIS AGREEMENT DOES NOT AFFECT YOUR RESPONSIBILITY TO PAY FOR YOUR CURRENT SERVICE. ALLOWING ANY BILL FOR CURRENT SERVICE TO BECOME DELINQUENT PLACES YOU IN DEFAULT OF THIS AGREEMENT.

Customer/Business Name: THEODORE GARRISON Date: 10/01/19

**SIGN & RETURN**  
Customer Signature: \_\_\_\_\_ Customer Ph No. (\_\_\_\_) \_\_\_\_\_  
Nikki Jackson

Signing this document, indicates your agreement that you have read and that you understand the Terms & Conditions listed on Pg 1 & 2 of this contract. **MILWAUKEE WATER WORKS CUSTOMER SERVICE 414-286-2830 M-F 7:30-5**



# WATER / COLOR

A STUDY OF RACE & THE WATER AFFORDABILITY CRISIS  
IN AMERICA'S CITIES

O V E R V I E W

**LDF**  
DEFEND EDUCATE EMPOWER

A REPORT BY

THE THURGOOD MARSHALL INSTITUTE AT THE NAACP LEGAL DEFENSE AND EDUCATIONAL FUND, INC.

## **WATER / COLOR**

A Study of Race and the Water Affordability Crisis in America's Cities

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**Version Two**  
**May 2019**

**NAACP Legal Defense & Educational Fund, Inc. (LDF)**  
Sherrilyn Ifill, President & Director-Counsel

**Thurgood Marshall Institute at the NAACP Legal Defense and Educational Fund, Inc.**

**Author**  
Coty Montag

Coty Montag is a Senior Counsel at the NAACP Legal Defense and Educational Fund, Inc. (LDF) and the Project Manager for LDF's Thurgood Marshall Institute (Institute). Coty joined LDF in 2015 and served as the Deputy Director of Litigation until 2018. She conducted the research set forth in LDF's report during a sabbatical sponsored by the Institute.

Coty would like to thank Sherrilyn Ifill, Janai Nelson, Sam Spital, Jin Hee Lee, and the Institute for their unflagging support during her sabbatical. She is also grateful to Bill Cooper, Catherine Meza, Phoebe Plagens, Marika Bailey, April Avant, Lakisha Belizaire, Gregory Bernstein, Will Searcy, Jyarland Daniels, and Ron Regan and his team. Finally, Coty would like to give special thanks to Sparky Abraham and Catherine Blalock for their invaluable assistance.

For more information about LDF or to make a tax-deductible contribution to support LDF's work, please visit:  
[www.naacpldf.org](http://www.naacpldf.org) or call 212.965.2200.

To obtain a copy of the report, please contact:  
LDF Communications Department,  
40 Rector Street, 5th Floor New York, NY 10006.

To download a copy, please visit: [www.naacpldf.org](http://www.naacpldf.org).  
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# introduction

It is difficult to overstate the importance of water. Water is life: it is essential for our health, for our food to grow, for our communities to function and thrive. Yet, critical issues like affordability and quality are often overlooked and understudied because of water's abundance in our daily lives. For most of us throughout the United States, we turn on the tap and water flows freely and cleanly. But our lack of appreciation for water is nothing new: in 1776 (a time when the delivery and supply of water was no easy feat), the "diamond-water paradox" was coined. As the paradox goes:

**Nothing is more useful than water: but it will purchase scarce anything; scarce any-thing can be had in exchange for it. A diamond, on the contrary, has scarce any use-value; but a very great quantity of other goods may frequently be had in ex-change for it.**

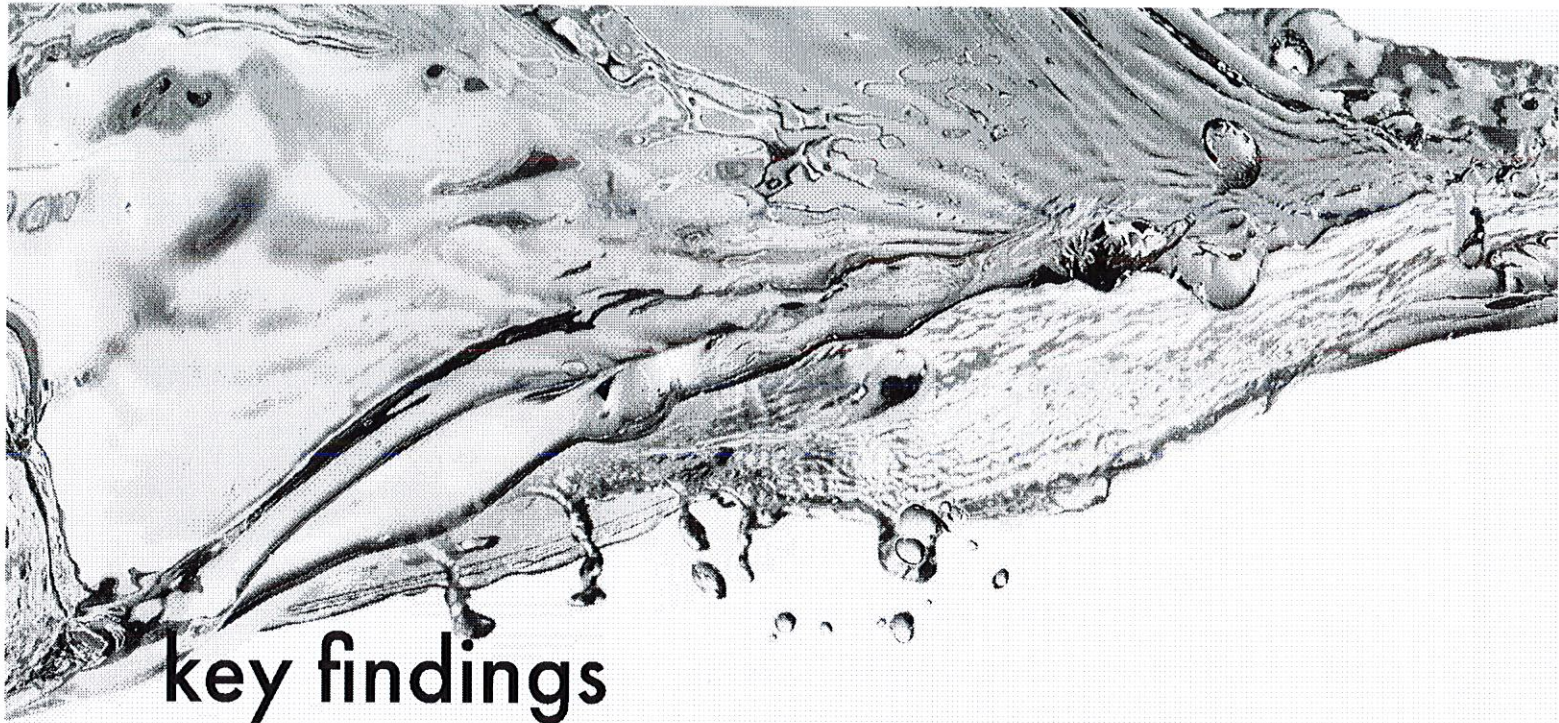
In other words, although we need water to survive, we take it for granted. This view informed how water law and policy developed in the courts: because water resources have historically been plentiful in this country (particularly on the East Coast), access to water has not traditionally been considered a fundamental right in the U.S. and has even been called a "deeply foreign" concept in American jurisprudence.

Now more than ever, this must change. The price of water has greatly increased in recent decades, and scores of communities across the nation that cannot afford to pay drastically higher rates have been plagued by service shutoffs and lien sales, leading to home foreclosures and evictions. These practices have been shown to disproportionately impact people of color. But this form of discrimination is rooted in our nation's history. For as long as our cities have been rigidly segregated by race, local officials have found ways to deprive communities of color from access to essential water services. Municipal discrimination in the provision of water services runs deep.

In recent years, there have been significant strides in recognizing the human right to water and increased attention to the ever-growing problem of water unaffordability. However, few studies have made an explicit link between race and water affordability or have interrogated the connection between the failure to pay a water bill and the loss of Black homeownership. A new report by the NAACP Legal Defense and Educational Fund, Inc. (LDF) and its Thurgood Marshall Institute (Institute) does both. LDF's report begins with a historical overview of the construction of urban water systems in the U.S. and the development of water policy from the late 18th century to the present, including a discussion of Black access (or lack thereof) to water systems and services over time. We explain the current water affordability crisis impacting Black communities and identify failing infrastructure as the biggest contributor to rising costs.

To demonstrate the disproportionate impact of rising water bills on Black communities, the report includes a review of the affordability crises in Baltimore and Cleveland. Our research demonstrates how water services are allocated in both metropolitan areas, documents the spike in water costs in recent years, and analyzes each jurisdiction's use of water liens for unpaid bills. Finally, we provide a framework for potential litigation and policy solutions to challenge water lien sales and service shutoffs that have a disproportionate impact on Black communities.

LDF and the Institute hope to equip water equality advocates with sufficient context and background about our waterworks systems and ways to challenge—and change—local government actions that impede Black access to water and sewer systems. We also wish to convey and instill an appreciation and awareness for the role water regulation has played in shaping our communities, reinforcing municipal power, and perpetuating racial inequities.



First, LDF's report examines early waterworks systems in the U.S., which revolutionized public health and defined the social contract between the American metropolis and its citizens. We conclude that the historical view of water as a public good ensured that, at least initially, cities priced their water low and did not preclude service to those who could not afford it. Despite this, many of our early waterworks were privately-owned, but not without controversy, including higher rates for customers and poor service.

### **Water Privatization and its Discontents**

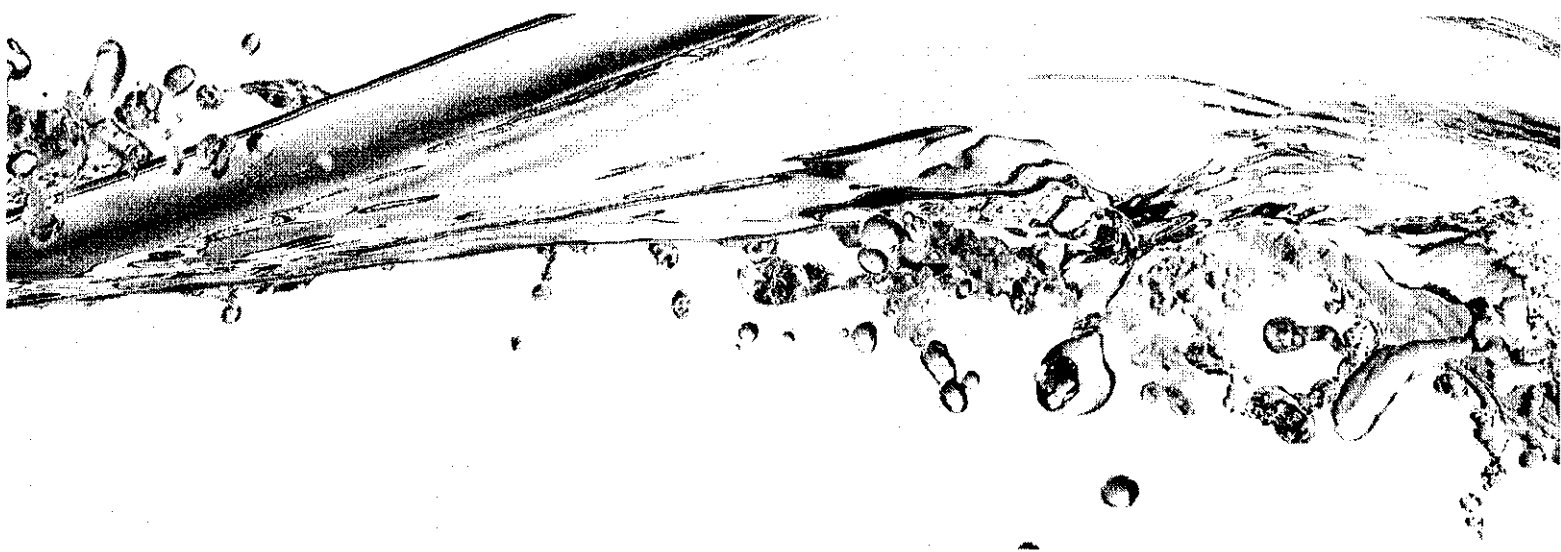
When our waterworks systems were built in the late 19th century, some were owned by local governments and others by private companies. In 1860, over half of all waterworks in the U.S. were private, although many of the largest cities had public systems. The correlation between ownership and the economic health of the city was strong: the more financially stable a city, the more likely it would retain public ownership of its waterworks.

Even in the late 1800s, there were issues with water privatization. The privately-owned companies charged customers high rates but often delivered poor service, failing to provide water in all parts of cities, sufficient water for fire hydrants or other civic purposes, or in some cases, water that was clean. As a result, at the onset of the 20th century, most Americans received water from public systems.

The 1990s heralded a reversal of sorts. Between 1993 and 2003, the number of public systems operating under private contracts nearly tripled from 400 to 1,100. But municipalities experienced similar issues with the private companies as they did in the 19th century. For example, in 1998, Atlanta granted a 20-year contract to a private company to run its municipal water system. Once the company took over, the quality of Atlanta's water suffered (turning to a rusty brown color), hundreds of waterworks employees were fired, and city funds were improperly used by the company for outside projects. The contract was "amicably dissolved" in 2003, and the city returned to public ownership.



**Privatization is once again on the rise as municipalities struggle to fund water system improvements. But water privatization still generally means higher prices for customers. Food & Water Watch, a social justice organization, has determined that privately-owned water utilities charge customers, on average, 59 percent more for water service.**



**Of particular concern, the privatization of water supplies can have a singular and disproportionate impact on communities of color, including higher rates of service cutoffs. There are water quality issues as well: the world's largest private water company, the French firm Veolia, was sued for its role in the lead crises in both Flint and Pittsburgh.**

The tide may be turning yet again, toward a renewed commitment that the provision of water is a public good, for the public good. In 2018, Baltimore became the first major city in the U.S. to ban water privatization when 77 percent of city voters approved a charter amendment declaring the water system to be a permanent, inalienable asset of the city.

## **Black Access to Water**

**Our research confirmed a clear connection between racial residential segregation and Black access to water systems.**

Housing patterns helped inform Black access to water when our nation's public infrastructure was first constructed: as racial segregation at that time typically was limited to a street, or few city blocks, rather than stretching the width and breadth of an entire city ward or census tract, it was more difficult for municipalities to deny water services specifically to Black families, given the networked nature of these systems. The ensuing expansion of access to water led to an overall decline in Black mortality in the early 20th century. As U.S. cities became more racially segregated, however, localities prioritized service to white areas.

In the mid-20th century, residential segregation greatly increased in the United States, as homeownership became a reality for many white middle-class families and discrimination in both the public and private sectors restricted housing options in Black communities.

**Increased patterns of residential segregation enabled municipalities to more easily deprive majority-Black neighborhoods of access to essential services, including water and sewer.**

In the late 1960s, LDF pioneered an innovative campaign to equalize municipal services in Black communities throughout America, although the full reach of this effort was later limited by the Supreme Court.



### **Hawkins v. Town of Shaw: LDF's Campaign to Equalize Municipal Services**

In 1967, LDF filed *Hawkins v. Town of Shaw*, the first-ever lawsuit challenging a municipality's discriminatory provision of public services under the Equal Protection Clause of the 14th Amendment. Shaw was a poor town in Mississippi with majority-Black population. It was also starkly segregated by race in the late 1960s. Unlike the town's white community, which had comfortable municipal amenities, Shaw's Black neighborhoods lacked water mains, fire hydrants, and sanitary sewers, and the streets were unpaved and unlit. Many Black families in Shaw still lacked indoor plumbing at the time the lawsuit was filed.

Although success was far from assured, LDF lawyers believed that they could use the 14th Amendment to challenge discriminatory living conditions, following their victory in *Brown v. Board of Education*. The case faced early challenges: after an evidentiary hearing, the district court dismissed plaintiffs' claims and rejected the existence of a constitutional right to equal municipal services.

However, LDF won the case on appeal. In two appellate decisions, the Fifth Circuit Court of Appeals determined that Shaw violated the 14th Amendment by failing to provide equal services to all of the town's neighborhoods. While the appellate decisions did not find that Shaw engaged in *intentional discrimination* in denying services to its Black neighborhoods, the legal standard at the time required only a showing of a *discriminatory effect* to prevail in an Equal Protection case. Following the decision, Shaw expanded access to public services in town.

At the time, legal analysts predicted the *Shaw* decision would have significant consequences nationwide, ensuring that Black communities would not be deprived of essential municipal services like water and sewer. However, the Supreme Court later determined that an Equal Protection claim requires plaintiffs to meet a higher standard of proving intentional discrimination, which the plaintiffs in *Shaw* were not required to demonstrate. The court's ruling has effectively insulated most local governments from lawsuits; since then, very few municipalities have been found liable for racial discrimination in the provision of public water and sewer services under the 14th Amendment to the U.S. Constitution.

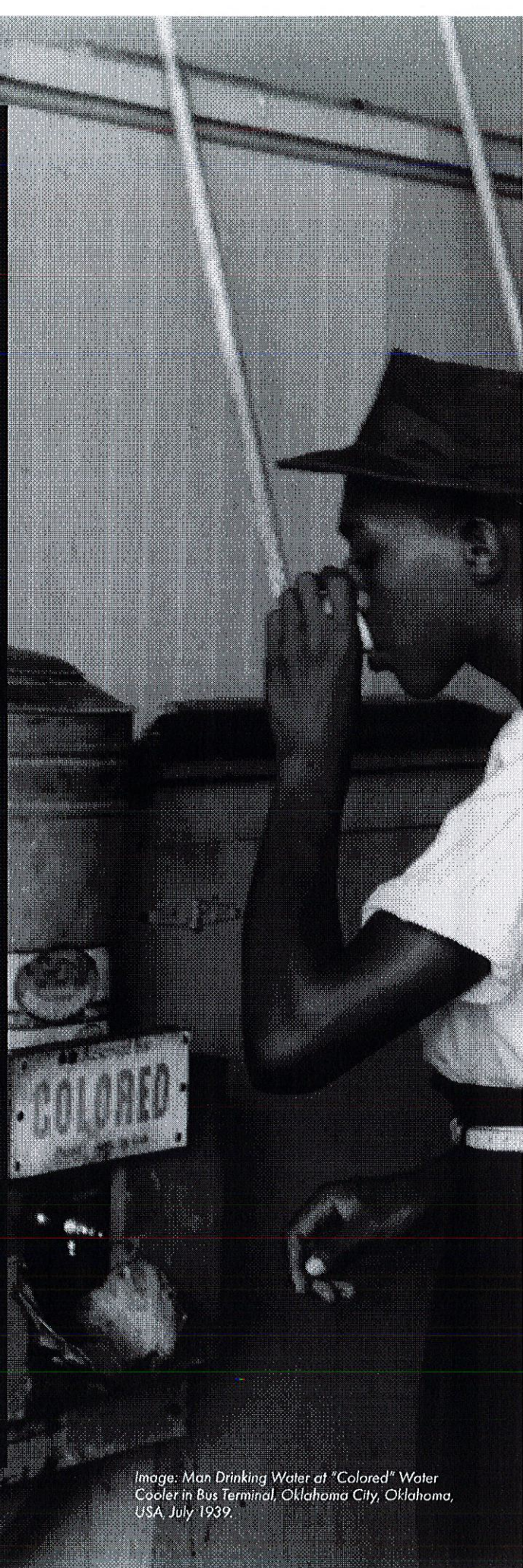


Image: Man Drinking Water at "Colored" Water Cooler in Bus Terminal, Oklahoma City, Oklahoma, USA, July 1939.

## **Water Rates & Black Homeownership**

In recent decades, the price of water has skyrocketed. Our research confirmed that failing infrastructure is the biggest contributing factor to rising water costs. Water rates vary widely among cities and regions, due to factors such as population loss and local political dynamics. Regardless, water is becoming increasingly unaffordable in communities nationwide. Of particular concern, the current accepted methodology for determining whether water is affordable (two/2.5 percent of median household income) is unsupported by social science research and may not capture the full extent to which water is unaffordable, highlighting the need for a revised, validated standard. Unsurprisingly, rising water rates are most likely to impact communities of color.

## **The Collateral Consequences of Water Bills: When Failing to Pay Means Losing Your Home, Your Health, Your Kid, or Your Freedom**

### ***Losing Your Home (and Your Health)***

Families can lose their homes (either practically or literally) and can suffer health risks for the failure to pay their water bills.

### ***Service Terminations***

In recent years, water shutoffs have significantly increased as utilities have become more aggressive in their collection practices, particularly after the Great Recession when many cities struggled financially. As noted by the Environmental Protection Agency (EPA), a water service cutoff is tantamount to an eviction in some instances, as the home may be deemed uninhabitable. In one extreme example, the city of Easton, Pennsylvania had a policy of evicting residents when their water service was disconnected for nonpayment. The restoration of service required a code inspection and repair of any code violations, which low-income households often could not afford. (The city has since changed its law.) Water shutoffs also pose a threat to public health and human dignity. Without access to running water, families are unable to cook, bathe, clean, or flush their toilets. Additionally, families may forego medical expenses or food in order to pay their water bills.

Detroit is the most well-known example of a city facing a water shutoff crisis. In 2014, approximately 44,000 households in the city had their water service disconnected for nonpayment of bills. With the ACLU of Michigan, LDF advocated for a moratorium and expressed grave concern about the policy's racial impact. Despite this advocacy, and the international attention given to the shutoffs, they have continued—in 2016, there were 28,000 service interruptions and nearly 18,000 were at risk of losing service in Detroit in May 2018.

But Detroit is not alone. Among other examples, about one in five customers in New Orleans and Gary, Indiana experienced disruptions to their water service in 2015, and about one in eight customers lost water in Birmingham, Alabama and Youngstown, Ohio. More recently, a 2019 joint study by APM Reports, Great Lakes Today, and National Public Radio found that utilities in Chicago, Cleveland, Milwaukee, Detroit, Buffalo, and Duluth collectively issued nearly 370,000 shutoff notices over the last decade.

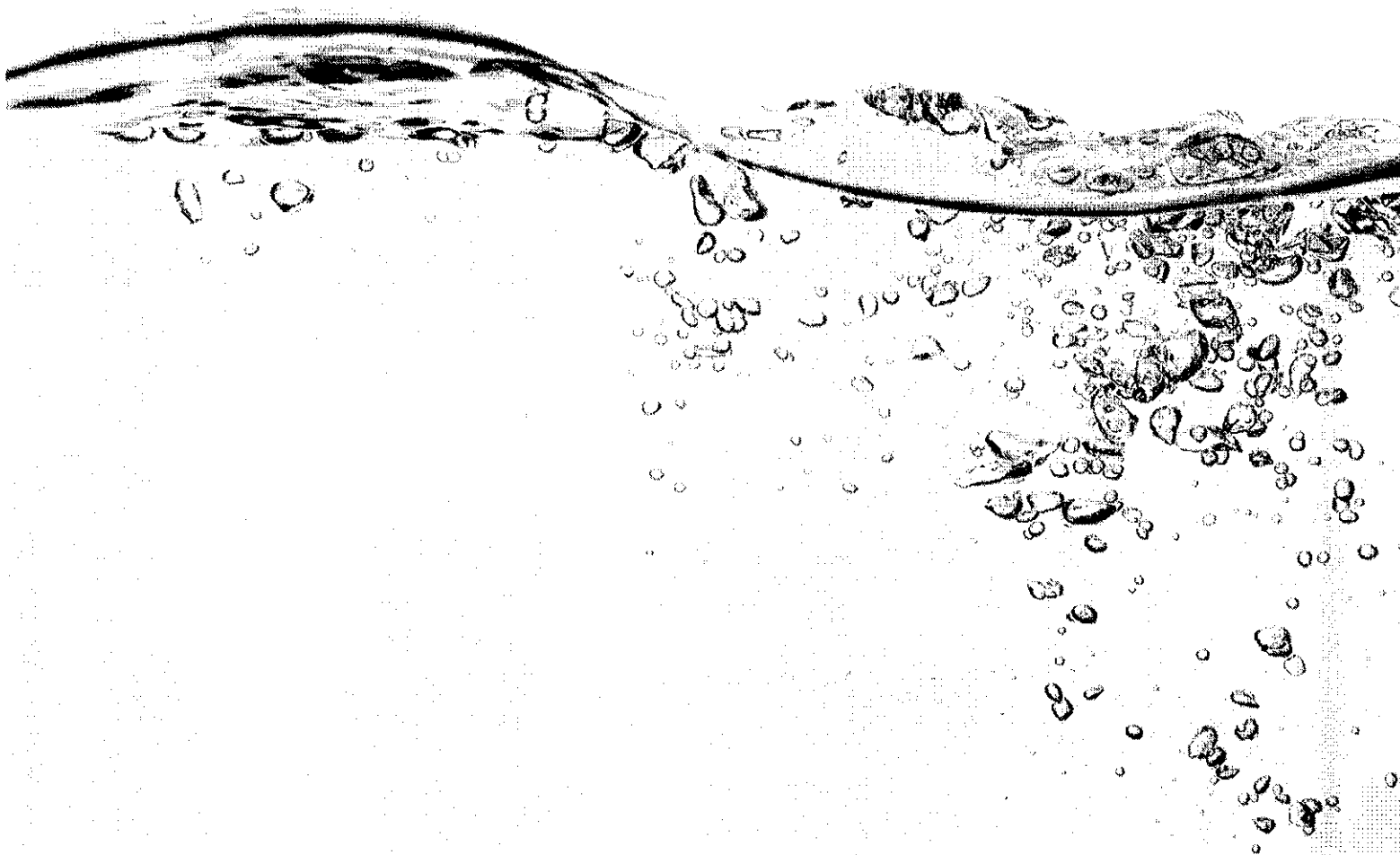
### ***Water Liens***

We determined that there is a process in every state for local governments to place liens on homes for unpaid water or sewer bills, including for unpaid debt of just a few hundred dollars. In many states, a water or sewer lien can lead to foreclosure and eviction. These liens have a potentially devastating impact on homeownership rates and have been shown to disproportionately impact communities of color.

While most are familiar with Flint's water contamination crisis, the city's water lien crisis has not garnered as much attention. In 2017, about 8,000 Flint homeowners were warned that they were at risk of losing their homes through tax foreclosure for failure to pay their bills for (contaminated) water. LDF, once again in collaboration with the ACLU of Michigan, persuaded the city to suspend efforts to place property liens on homes with unpaid water bills. While Flint resumed its water lien practice in 2018, the city agreed in 2019 not to place liens on owner-occupied properties and the Genesee County treasurer has stated that she will not proceed with any foreclosures based on unpaid water bills while Flint is under a water emergency. LDF continues to monitor this situation. Further advocacy may be needed to ensure that Flint residents are not at risk of losing their homes due to unpaid water bills.

### ***Losing Your Family, or Your Freedom***

In many states, the lack of water service may impact custody of one's children. For example, in Michigan, the lack of running water is a factor in determining whether parents are providing a suitable home for their children. In some states, the inability to pay for water and sanitation services can lead to criminal charges or other legal action.





# city studies

## Baltimore, Maryland

To demonstrate the disproportionate impact of rising water bills on Black communities, LDF's report examines the current water crises in Baltimore and Cleveland. We determined that Baltimore's water affordability crisis has, and will continue to have, a disproportionate and detrimental impact on the city's Black neighborhoods.

### **Baltimore's Water Affordability Crisis**

Just over 60 percent of Baltimore's population is Black. Building on a prior study by economist Roger Colton for Food & Water Watch, LDF examined to what extent water bills will be unaffordable for Baltimore's Black population in fiscal years 2019 and 2020. To conduct this analysis, LDF used Mr. Colton's projections that water and wastewater bills for Baltimore customers will average \$860.96 in 2019 and \$938.45 in 2020 and compared those figures to the two percent affordability threshold and Black median household income in the city.

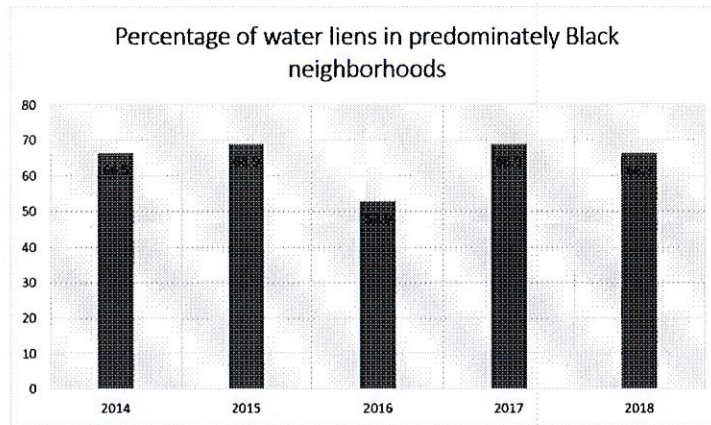
In 2019, water bills in Baltimore will exceed two percent of Black median income in 118 of the city's 200 census tracts. Sixty-five percent of the Black population in Baltimore lives in these tracts. In five tracts, four of which are majority-Black, water will cost six to eight percent of Black median income.

In 2020, water bills will exceed two percent of Black median income in 131 of 200 census tracts. Only 23 of the 131 tracts are not majority-Black. In eight tracts, seven of which have a majority-Black population, water will cost six to eight percent of Black median income.

Until recently, Baltimore regularly placed liens on homes for unpaid water bills as low as \$350, which contributed to an overall decrease in homeownership in the predominantly Black city. Legislative efforts at the state and city level, spearheaded by water equality advocates, bring the promise of much-needed reforms to address the water crisis in Baltimore.

## Cleveland, Ohio

Property liens for unpaid water bills as low as \$300 are a massive problem in Cleveland. In Cuyahoga County, where Cleveland is located, more than 11,000 water liens were placed on properties between 2014 and 2018. LDF found that most water liens placed on homes in Cuyahoga County are located in majority-Black neighborhoods, which may lead to a devastating loss of home ownership in these communities.



### Water Liens in Cuyahoga County

While only 30.5 percent of Cuyahoga County's population is Black, LDF found that the vast majority of water liens are located in predominantly Black neighborhoods:

- In 2014, 66.5 percent of water liens were located in majority-Black census tracts.
- In 2015, 68.9 percent of water liens were located in majority-Black tracts.
- In 2016, 52.9 percent of water liens were located in majority-Black tracts
- In 2017, 68.9 percent of water liens were located in majority-Black tracts.
- In 2018, 66.3 percent of water liens were located in majority-Black tracts.

Nearly 60 percent of the county's population is white, but in each year examined by LDF, only 18 to 23 percent of liens were located in majority-white neighborhoods.

Cleveland Water also disconnects water service to thousands of delinquent customers every year. City officials have explained to local advocates that, to maximize efficiency, they prioritize utility shutoffs by targeting households with overdue balances in close proximity to one another. This potentially penalizes predominantly Black and low-income neighborhoods, effectively making no distinction between an account in arrears for a few thousand dollars, or just a few hundred.

Compounding these problems, for at least a decade, Cleveland's water department has been troubled by issues like billing glitches, customer service issues, and a faulty process for customers to contest their bills. LDF found that Cleveland's Water Review Board seldom grants complainants a hearing and even fewer ever see any adjustment in their bill. For example, while customers requested 207 hearings in 2018, only 33 were held. Of the hearings that were held, 28 percent of customers received no relief, and 26 percent received only a payment plan—with no bill adjustment—to pay off their debt.

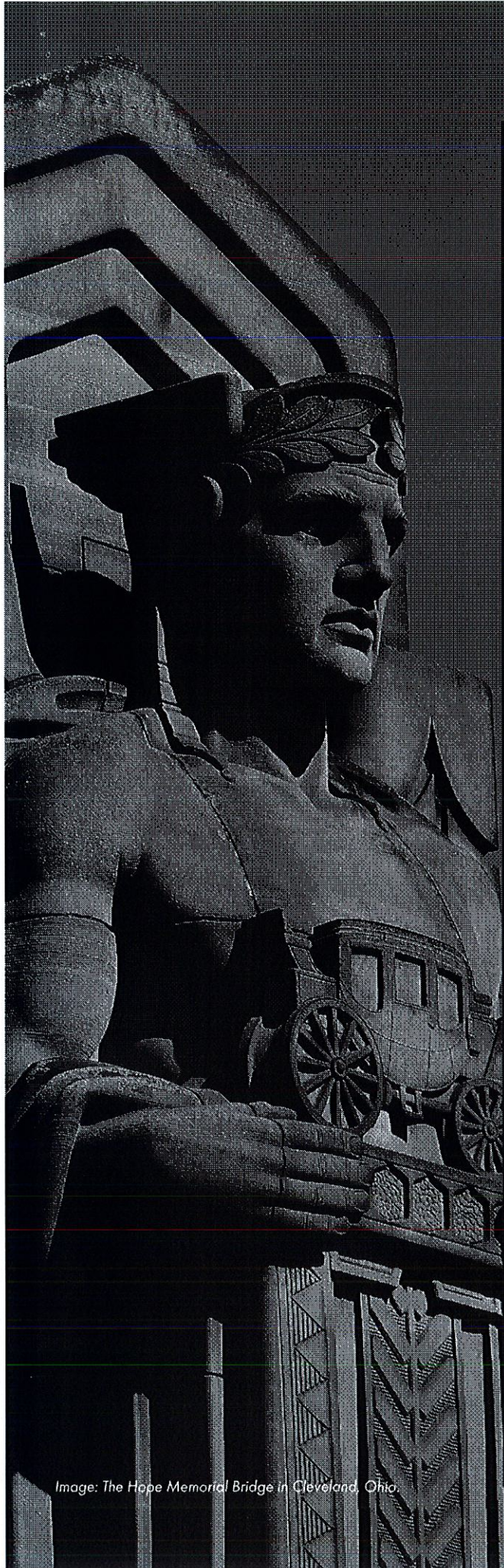


Image: The Hope Memorial Bridge in Cleveland, Ohio.

## Water Problems in Cleveland

Cleveland's water billing and dispute resolution issues are exemplified by one resident's story. Karen lives in a majority-Black suburb of Cleveland serviced by the Cleveland Division of Water. Karen normally uses less than 500 cubic feet of water per quarter, and her monthly water bill normally runs around \$40. But, in the spring of 2014, Karen received an unexpectedly large bill. Cleveland Water claimed that she used approximately 14,000 cubic feet of water—enough to fill several swimming pools—and charged her nearly \$1,800.

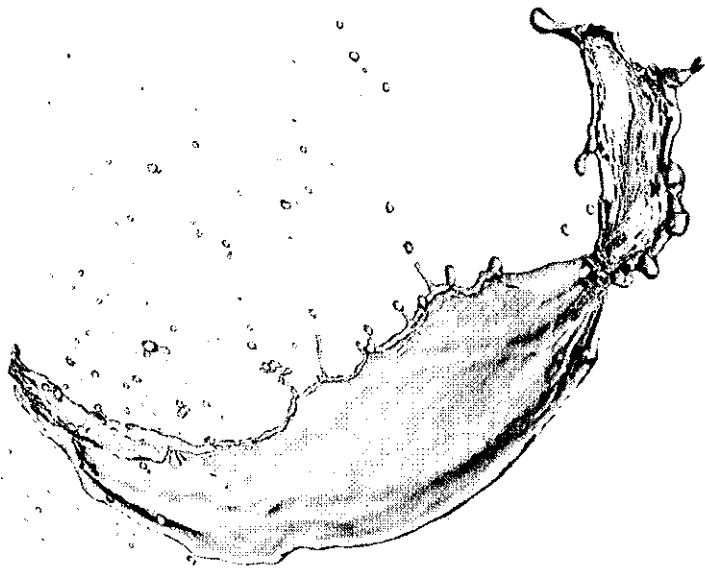
Karen called Cleveland Water to dispute her bill, but she was told that she must have a leak and that she had to pay the bill. Cleveland Water did not tell her there was a formal process for disputing bills: the Water Review Board Hearing process. Instead, she learned about the board from an acquaintance. She called back to request a hearing and was told to wait until she received a shutoff notice.

While Karen waited for her shutoff notice, she hired a plumber, at her own expense of \$285, to inspect her property. The plumber found no leaks. This wasn't surprising: the amount of water Karen was alleged to have used was almost a physical impossibility. It would have submerged every square foot of her home in water more than 13-feet deep. Karen thought this was obviously a billing error and it would be corrected by the Water Review Board.

When Karen got her shutoff notice, she requested a board hearing and was given a date. She arrived on her appointed date, with a certification from the plumber in hand, and was told there was no hearing that day. She showed the Cleveland Water staff her paperwork and, apparently realizing their mistake, they gathered the Water Review Board for a hearing.

Despite all of the factors on Karen's side—her plumber's certification, her consistent water use before and after the billing period in question, and the physical implausibility of the claimed use—the Water Review Board refused to budge. The board's only concession was a payment plan to settle her inflated bill over time.

Karen made payments over the following year, eventually paying off the balance. This was a challenge for Karen given her income: at the time she received veteran disability benefits and worked part-time while attending school. Cleveland Water's obviously erroneous billing, followed by its stubborn refusal to acknowledge its error, typifies many people's experience with these grievance processes.



# framework for change

## **Litigating Water Availability**

LDF's report concludes that litigation may be viable and appropriate to address municipal water practices, including water liens and service disruptions, which disproportionately impact Black communities.

### ***Due Process Claims***

The 14th Amendment to the U.S. Constitution provides that a state may not "deprive any person of life, liberty, or property, without due process of law." Due process claims can be procedural (addressing the right to notice and a hearing before a deprivation) or substantive (deprivations of life, liberty, or property arising from governmental actions). Water equality advocates could consider both types of claims to address actions by municipalities related to water affordability.

For example, a procedural due process claim could be filed to address a municipality's failure to provide sufficient means for customers to dispute their bills prior to taking action against them for arrears, including water service terminations or liens. The Supreme Court has held that water services provided by public utilities are considered property interests for procedural due process purposes, but recent litigation challenging the Detroit water shutoffs demonstrates the often-complicated nature of these claims.

The Detroit litigation also raises a key question: given its essential nature, should access to safe and affordable drinking water be treated as a constitutional right? Several legal scholars have argued in the affirmative, and while this claim was not successful in the Detroit case, advocates should continue to strategize on ways that courts may eventually recognize a substantive due process right to affordable water.

### ***Intentional Discrimination Claims***

Some actions by local governments—such as disconnecting water service to delinquent customers who live in majority-Black neighborhoods (but not disconnecting delinquent customers in white areas) or differing policies for how water liens are sold in Black neighborhoods versus white areas—could give rise to a suit for intentional discrimination under 42 U.S.C. § 1981 (Section 1981), 42 U.S.C. § 1982 (Section 1982), and/or the Equal Protection Clause of the 14th Amendment. Section 1981 prohibits race-based discrimination in the making and enforcement of contracts and has been held to apply to claims challenging the discriminatory denial of municipal services. Section 1982 prohibits race-based discrimination related to all real and personal property, including discriminatory municipal action benefiting white property owners but not Black owners. The Equal

Protection Clause prohibits a state from denying any person within its territory the equal protection of the laws and is also available to plaintiffs seeking to challenge governmental discrimination in the housing market.

These claims require a showing of discriminatory intent and evidence that the allegedly discriminatory actions were conducted pursuant to an official policy or could be considered a custom or practice by a final policy-maker in the municipality. Courts evaluate these claims under the standard set forth by the Supreme Court in *Village of Arlington Heights v. Metropolitan Housing Development Corp.*

### ***Title VI of the Civil Rights Act of 1964***

If an individual has evidence of intentional acts of discrimination by a municipality, they could also file suit under Title VI of the Civil Rights Act of 1964 (Title VI), which requires recipients of federal funds to administer their programs in a non-discriminatory manner. Most municipalities receive federal funding to support their water programs and thus are covered by the statute. Private parties who file Title VI claims in court must prove intentional discrimination in order to prevail.

An individual could also file an administrative complaint under Title VI with the EPA, alleging that the municipality engaged in intentional discrimination or that its actions had a discriminatory effect on a protected class, known as the disparate impact theory of discrimination. LDF has regularly filed Title VI complaints. However, the EPA has an abysmal record in handling civil rights complaints.

### ***The Fair Housing Act***

Enacted 51 years ago, the Fair Housing Act (FHA) prohibits housing discrimination on the basis of race and other protected categories. The statute was intended to eliminate racial residential segregation and foster integrated housing patterns for the benefit of all Americans. The FHA, which permits disparate impact claims, could be used to challenge water lien sales and water service shutoffs that disproportionately impact Black communities. For example, a plaintiff could argue that a city's water lien or service cutoff practices are chiefly centered in predominantly Black neighborhoods and could lead to an increased risk of foreclosure and eviction, violating the FHA. While no case has ever been filed to date specifically challenging water lien sales or water shutoffs as discriminatory under the FHA, the statute provides favorable and meaningful opportunities for litigation.

### ***State Fair Housing Acts or Civil Rights Statutes***

All states (save for Mississippi) have laws that provide for fair housing, often encompassed within a more comprehensive statute pertaining to civil rights. In addition to pursuing a claim under the federal FHA, a potential plaintiff may want to include the state statute as well. The state law may be broader than the FHA in defining protected classes.

### ***State Laws Regarding Unfair and Deceptive Practices***

State statutes prohibit unfair or deceptive acts and practices, which could apply when a municipality disconnects water service to customers.

### ***State Contract and Tort Theories***

Utilities could also be liable for potential contract or tort actions. Utilities have a duty to serve their customers, including residents living within their service area who are willing to comply with the utility's rules and regulations. Pursuant to this duty, utilities must provide adequate and reasonably efficient service, on reasonable terms, without unjust discrimination, and at reasonable rates. Utilities also owe a duty of care to provide continuing service to their customers, who are entitled to courteous treatment from providers.



## ***Human Rights Framework***

In recent years, the United Nations and some states and cities in the U.S. have identified water as a human right. Emphasizing this right may provide a valuable framework in litigation challenging unfair water practices, although the federal government has not yet recognized the legal entitlement to water.

Despite the lack of a federal cause of action, human rights principles can and should be used by water equality advocates in litigation and policy advocacy. For example, LDF emphasized the human rights issues at stake in its advocacy to halt the Detroit water shutoffs in 2014.

## ***Policy Recommendations***

LDF's report also offers potential policy solutions to make water more affordable for Black communities.

### ***Water Lien Sales***

Advocates should promote state or local legislation banning lien sales based solely on unpaid water or sewer bills, for both homeowners and renters. At a minimum, homeowners and tenants who are part of vulnerable populations, such as the elderly or people with disabilities, should be exempted from water lien sales.

### ***Water Service Terminations***

Utilities should be barred from disconnecting water service for unpaid water and sewer bills, particularly for arrearages below a certain threshold amount. They should also be prevented from disrupting service on a per-neighborhood basis, which can result in disparate outcomes based on race in cities with highly-segregated housing patterns.

### ***Customer Assistance Programs***

Utilities should be required to offer customer assistance programs to help low-income and other vulnerable populations pay their water bills, based on a model program in Philadelphia. Affordability programs should be tailored to meet the needs of the relevant customer base and ensure that residents are charged for water or sewer service based on their actual ability to pay.

### ***Billing Practices***

Utilities must take steps to ensure that bills to customers are accurate and promptly correct errors. They should also be required to consider and implement other billing changes to aid customers in paying their bills, such as monthly billing and payment plans with no down payments.

### ***Data Reporting***

Utilities should be required to engage in mandatory data collection and public reporting on rate increases, arrearages, service terminations, and water lien sales. Data collection should include geographic and demographic information as applicable.

### **Ban on Privatization**

States and localities should consider legislation to prohibit the sale of public waterworks systems to private companies, like Baltimore recently enacted.

### **Right to Water**

States and localities should pass legislation establishing affordable, potable water as a human right.

### **Federal Legislation**

The need for national legislation guaranteeing a right to affordable and clean water is paramount. Any proposed legislation must require states to enact customer affordability programs for low-income residents. It should also prohibit water service cutoffs for nonpayment for vulnerable populations and ban lien sales based solely on water or sewer debt.

### **Federal Funding**

Advocates should also request increased federal funding for municipalities to aid with costly infrastructure improvements and to assist low-income families with water bills.

### **Further Research**

There are various research topics related to water affordability that advocates should consider pursuing. Given that the most common benchmark for water affordability (a percentage of median household income) has been widely criticized and may not be supported by social science research, advocates should determine a more appropriate and validated metric to accurately measure the affordability of water and wastewater bills. Additionally, while every state has a process for placing liens on homes for unpaid water or sewer debt, further investigation is needed to determine which jurisdictions across the nation are enforcing these punitive laws. More research is also needed on the lasting effects of water lien sales on communities of color, such as foreclosure and eviction rates.

## **conclusion**

Water equality advocates must continue to fight to alleviate the burden of water unaffordability on Black communities. When appropriate, litigation and legislative reform should be aggressively pursued to tackle water injustices in communities across the nation. Regardless of the form of advocacy, we must continue to bring attention to the disproportionate impact of water unaffordability on Black families and the corresponding—and potentially devastating—loss of homeownership in communities of color.

*\*Supporting citations can be found in LDF's full report, [Water/Color: A Study of Race and the Water Affordability Crisis in America's Cities](#)*

# LDF THURGOOD MARSHALL INSTITUTE

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The NAACP Legal Defense and Educational Fund, Inc.

The NAACP Legal Defense and Educational Fund, Inc. (“LDF”) is the first and foremost civil and human rights law firm in the United States. Founded in 1940 under the leadership of Thurgood Marshall, LDF’s mission has always been transformative—to achieve racial justice, equality, and an inclusive society. LDF’s victories established the foundations for the civil rights that all Americans enjoy today.

This report was produced in collaboration with LDF’s Thurgood Marshall Institute. Launched in 2015, the Institute is a multidisciplinary center within LDF. The Institute complements LDF’s traditional litigation strengths, arming LDF with dedicated support for three critical capabilities in the fight for racial justice: research and targeted advocacy campaigns.

Jan:

Which ACA should be assigned?

Thatcher,  
Steve

2/17/2020

Steve -

I believe that



# Public Service Commission of Wisconsin

Rebecca Cameron Valcq, Chairperson  
Ellen Nowak, Commissioner  
Mike Huebsch, Commissioner

4822 Madison Yards Way  
P.O. Box 7854  
Madison, WI 53707-7854

September 9, 2019

Ms. Jaqueline J Garrison  
1183 Aspen Court  
Grafton, WI 53024-9366

Re: File 3720-223319

Dear Ms. Garrison:

This letter is in response to the complaint you filed with the Public Service Commission of Wisconsin (Commission) regarding Milwaukee Water Works (MWW). You were concerned about receiving high water bills at your vacant property.

The Commission is responsible for the regulation of public utilities, including MWW. In addition to ensuring utility compliance with Wisconsin Statutes, Wisconsin Administrative codes, and record-keeping requirements, Commission staff investigates and mediates thousands of consumer complaints annually.

During the complaint process, Commission staff reviews all pertinent information to make certain the utility's handling of the complaint is in compliance with the applicable rules. Unfortunately, the final resolution of the complaint is not always the outcome the customer may have hoped for.

Wisconsin Admin. Code PSC ch. 185 requires utilities to bill customers for their usage, test the meter upon customer request and ensure the meter is accurately measuring the usage. The utility is not required to investigate the reason for the high usage or explain how the utility service was used.

I contacted MWW concerning this matter and received a response from Ms. Nichelle Jackson. Ms. Jackson advised that the property at 2564 North 35<sup>th</sup> Street used an average of 50-55 hundred cubic feet (CCFs) of water per quarter up until the tenant moved out in September of 2018. Sometime after the December 6, 2018 billing read, the property requested a large volume of water for 567 CCFs. The following quarter showed that 368 additional CCFs had passed through the meter for the new quarter.

On October 4, 2018, you contacted MWW to request a copy of the bill and to ask why the bill was so high. MWW advised that there were no payments on the account since September 5, 2017. You also requested and scheduled a courtesy leak investigation for October 8, 2018. The investigator notes from the leak check indicated that the bathtub faucet would not turn off completely so water was constantly running. In addition, there were noticeable leaks in the water heater and toilet.

MWW mailed two separate high usage notification letters on March 12, 2019 and June 12, 2019, due to the high reads for 567 and 368 CCFs, respectively. On April 5, 2019, you contacted MWW to find out why the bill was so high at a vacant property. When you spoke with MWW, you indicated that you had turned the heat "all the way down" at the property all winter. MWW advised that that a pipe might have frozen and burst. You scheduled a leak check and meter exchange for July 31, 2019.

On July 31, 2019, a technician from MWW went to the property to exchange the meter. Upon investigation, the technician discovered that the meter had burst, and therefore MWW could not test the meter. Meters damaged by freezing shall be repaired by the Utility at the customer's expense. Therefore, you will be billed the depreciated value of the meter, which may cost \$139.20 if none of the parts are salvageable.

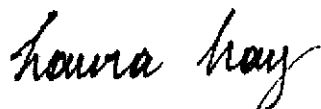
I spoke with you again on August 28, 2019, to discuss MWW's response and the finding of the investigation. You were adamant that you requested that MWW disconnect water service, and therefore you should not be responsible for any water that passed through the meter after requesting disconnection. After we spoke, I contacted MWW again to request documentation of all the contacts between yourself and MWW. Ms. Jackson provided the work order history for 2564 North 35<sup>th</sup> Street dating back to September of 2009. The work order notes indicate that on October 31, 2016, you called to have the water shut off, however MWW verified that the property was still occupied by the customer of record. MWW advised that they could not disconnect service to an occupied dwelling. You also called on November 22, 2016, to advise that the tenant was no longer residing at the residence, but did not request disconnection at this time.

Ms. Jackson advised that the balance is eligible to transfer to the 2019 property tax bill unless you set up an active Deferred Payment Agreement (DPA) by the date of the tax roll deadline for your billing cycle. If you are interested in a DPA, you should contact the utility to go over the terms and submit an application.

While I agree that situations involving disputed consumption are upsetting, MWW is required to bill for service as metered. Based on this information, I have determined your complaint has been appropriately resolved in compliance with Commission rules.

Thank you for contacting the Commission. If you have further questions or concerns, please do not hesitate to contact me either by letter or by telephone at 1-800-225-7729.

Sincerely,

A handwritten signature in cursive script that reads "Laura Fay".

Laura Fay, Consumer Affairs Analyst  
Division of Digital Access, Consumer and Environmental Affairs

LF:kle