

# Village of Hamilton (VOH) Electric and Natural Gas Nonresidential Customer Rights and Responsibilities

As a VOH customer receiving nonresidential service in New York state, you have certain rights and responsibilities. This pamphlet summarizes your rights, as well as your responsibilities and obligations. If anything in this pamphlet is not clear, please call our office at (315) 824-1111, Monday-Friday, 7:30 a.m.-4 p.m., to discuss your concerns. Our tariff is available for review at the New York State Public Service Commission (PSC) headquarters in Albany or the PSC website at [www.dps.ny.gov](http://www.dps.ny.gov). These rights and responsibilities are provided for in Part 13, Rules of Subchapter B, Chapter 1, Title 16 of the New York Code of Rules and Regulations.

## Applications for Nonresidential Service

You may apply for service by telephone. However, you may be required to complete a written application for service.

Following the receipt of a completed application, we will either provide or deny service within 10 days, unless prevented by circumstances beyond our control. If service is denied, we will provide you with a written statement containing our reasons for denial, what you must do to qualify for service and notice of your right to appeal to the PSC. If you qualify for service, you may be required to pay any past due amounts for which you are responsible and comply with all other customer responsibilities as required by our tariff before service is turned on. Additionally, you may be asked to provide us with the name of the individual who controls access to our meters.

## Eligibility for Residential Rates

Certain religious organizations, farms, community residences as defined in the Mental Hygiene Law, and posts or halls owned or leased by a not-for-profit corporation that is a veterans' organization, may be eligible for billing at residential rates. Residential rates may be more beneficial depending on factors including the type (gas or electric), amount, and pattern of usage. In order to qualify, VOH requires evidence of eligibility. For more information about eligibility requirements, call (315) 824-1111, Monday-Friday, 7:30 a.m.-4 p.m.

## Deposit Policy

When you apply for service, VOH may require that you pay a security deposit prior to establishing service in your name. Deposits may also be required from existing customers who have either become delinquent or (where reliable evidence exists) are likely to default on payment of billed service charges. Deposits also may be obtained from customers who have filed for reorganization or bankruptcy and from some customers who are backbilled for service provided through tampered equipment.

You can pay a security deposit by cash, check or by an alternative method such as a surety bond or letter of credit. Please note that VOH pays interest only on security deposits that are paid by cash or check. Such deposits are held at a rate of interest set by the PSC. Interest is either paid to you at the time your deposit is returned or annually applied to your account as a credit for as long as we continue to hold the deposit. Deposits will be returned after three years if you have paid all of your service bills on time and there is no evidence that your credit rating has declined.

Security deposit amounts will ordinarily be twice the cost of your average monthly bill. In the case of customers whose usage varies widely, however, the amount can be twice the cost of your average monthly bill during the peak usage season.

## Meter Reading and Billing Policy

We are responsible for supplying gas and/or electric service to our customers in a reliable manner and accurately billing customers for the service they use.

You, as our customer, are responsible for arranging access to our meters and have an obligation to pay your utility bills on time. Here are some important highlights of our billing policies and procedures:

**When To Pay** - VOH bills are due and payable when received. A payment is considered overdue 20 days after the bill is mailed to you. You will see a date on your service bill that tells you what date you must pay the bill by to avoid late charges.

**Where To Pay** - Mail your payment to PO Box 119, 3 Broad Street, Hamilton, NY 13346, Bring your payment to the office at 3 East Broad Street, Hamilton, NY, Leave your payment in our drop box at 3 East Broad Street, Hamilton, NY.

**Bill Contents** - All of our service bills contain the following information:

1. Our Company's name and location of our main office.
2. The service classification (rate) on which we are billing you.
3. Your name, account number and service address.
4. The start and end dates of the billing period.
5. The quantity of service billed.
6. The amount of individual charges and total charges billed.
7. A date by which you must pay to avoid late payment charges.
8. A telephone number to call if you have a question about your bill.

**Budget Plan** - If you want to spread your energy charges as evenly as possible over a 12-month period, VOH offers the Budget Plan. This payment plan does not reduce your overall energy expenses, but it may help you manage your budget. This plan is available to all non residential customers except:

1. Customers who have less than 12 months of billing history at the premises.
2. Seasonal, short-term or temporary customers.
3. Customers who have arrears.
4. Interruptible, temperature-controlled or dual-fuel customers.
5. Customers who, for any reason, ceased being billed on a previous levelized payment plan before the end of the plan year, in the past 24 months.
6. Customers whose pattern of consumption is not sufficiently predictable to be estimated on an annual basis with any reasonable degree of certainty.

This voluntary plan is designed to reduce fluctuations in payments caused by seasonal patterns of consumption. If you would like more information or wish to determine whether you are eligible, call (315) 824-1111, Monday-Friday, 7:30 a.m.-4 p.m.

**Meter Reading/Access to Meters** - Normal reading hours are from 7:30 a.m. to 4 p.m. on business days. If we are unable to get to the meter, we will either estimate your bill or, in some cases, make additional attempts to actually read the meter.

If estimates continue, we are required by law to provide you with notices stating that we are unable to get to the meters and that you have an obligation to arrange access or be subject to additional notices and penalties in the form of charges that can be added to your service bill. Once you have exceeded the maximum number of allowable consecutive estimates, a \$100 continuing charge can be added each time a regularly scheduled reading fails to produce an actual reading. If there is a problem with access to your meter on a regular basis, please contact us to arrange a special appointment.

**Estimated Bills** - If we are unable to read your meter, you may receive an estimated bill. The method we use to estimate service bills is approved by the PSC and each estimated bill clearly states that service charges billed are based on an estimate. Many estimated bills will also contain the Access to Meter notices mentioned previously.

**Backbilling** - If we send you a bill for charges not previously billed, the bill will contain an explanation of our reasons for the backbilling. Additionally, customers receiving backbills for a period of time exceeding one month have the right to request a billing statement showing how the charges were calculated and will be offered the opportunity to pay over a period of time by entering into a Deferred Payment Agreement.

## Deferred Payment Agreements

Nonresidential customers experiencing financial difficulty may qualify for arrangements to pay past due bills over a specified period of time. If you are eligible for this type of agreement, we have the right to a down payment. By law, if we make a field visit to shut off service, this down payment may be up to 50 percent of your outstanding balance or four times your average monthly usage, whichever is greater. If you contact us prior to a scheduled field visit, the down payment need not exceed 30 percent of the outstanding balance or twice your average monthly usage, whichever is greater. If you are eligible, and enter into a Deferred Payment Agreement with us, you will be required to pay the following:

1. The down payment required.
2. All future current bills on time.
3. The monthly installment amounts on time.

You also may be required to pay:

1. Late payment charges on the remaining past due balance.
2. A security deposit that can be paid in up to three installments, with 50 percent down and two monthly payments of the balance.

The best way to determine if you are eligible for this type of arrangement is to contact us by phone.

If you are backbilled for an amount in excess of \$100, you may request to pay in installments by entering into a Deferred Payment Agreement. Agreements on backbilled amounts require payment of current bills on time and a monthly installment amount on the backbill.

## Inspection and Examination of Meters and Other Utility Apparatus

**Right to Inspect** - VOH personnel, or agents acting on our behalf, have the right to inspect meters and other equipment at all reasonable times, provided they can produce a photo identification badge that confirms they are authorized to do so. A customer who prevents or hinders such an inspection may be billed a \$100 penalty for each such offense.

**Duty to Inspect** - We have a duty to perform a field inspection of our equipment when we have received a reasonable request from a customer, a report of possible metering problems or a directive from the PSC. It is our obligation to provide such an inspection within 60 days of receipt of the request, unless circumstances beyond our control prevent completion of the inspection.

## Late Payment and Other Charges

We may impose a continuing late payment charge of 1.5 percent per month on the unpaid balance of past service bills, any unpaid late payment charges applied to previous bills, amounts previously unbilled where service was provided through tampered equipment or the balance due under a Deferred Payment Agreement.

We may also impose a reasonable charge for other lawful purposes, such as handling a dishonored check, reestablishment of service, customer costs or customer failure to provide access to meters or other Company equipment.

## Final Termination Notice, Service Turn Off and Turn On Procedures

If you fail to pay past due bills, we may turn off your service after we have given the required notice. Some nonresidential customers, however, qualify for Home Energy Fair Practices Act (HEFPA) special protections. To find out if you qualify for these protections, please contact us.

**Final Termination Notice** - A Final Termination Notice may be sent if your bill is not paid and 23 days have elapsed since the date it was sent. If a Final Termination Notice is personally served on you, service may be shut off in five days; if the Final Termination Notice is mailed, service may be shut off in eight days from the mailing date. The notice will tell you the amount you may be shut off for, the earliest date service may be shut off, how you can contact us to discuss payment of the bill and what procedures (both VOH and PSC) are available should you have a complaint or feel there may be a problem with your bill.

**Termination of Service** - We are allowed to shut off service for nonpayment between 7:30 a.m. and 4 p.m. Monday through Friday. We cannot shut off service on Saturday or Sunday, a public holiday as defined in the General Construction Law of the State or on any day that either our offices or the PSC offices are closed. At the time service is to be shut off, you have the right to pay the Company field representative to avoid disconnection. If you have paid us with a dishonored check in the last 24 months, however, we have the right to accept only a certified check, money order or cash as payment. If service is to be shut off after 3 p.m. on a day preceding a day when termination of service is prohibited, our field representative will contact you and be prepared to accept payments (including personal checks) to avoid termination of service.

**Interruption of Service Without Advance Notice** - We can turn off service without prior notice in the following circumstances:

1. When an emergency threatens the safety of persons, areas or our equipment.
2. When there is a need to repair, change or improve our equipment.
3. When there is a governmental order directing us to do so.

VOH will, however, attempt to notify our customers (when reasonably feasible) prior to such interruptions.

**Restoration of Service** - If your service is shut off for nonpayment of bills, failure to provide access to our meters or a violation of our tariff, we will restore service within 24 hours after you have paid the bill, entered into a Deferred Payment Agreement, made satisfactory arrangements to grant us access or corrected the conditions that constitute the tariff violation. If we are unable to restore service due to circumstances beyond our control, we will restore service within 24 hours after such circumstances cease to exist.

## Demand Charges

Applied to nonresidential customers' service bills, demand charges help VOH provide and maintain its electric service equipment and meet peak consumption periods.

Demand usage levels are used to determine the appropriate service classification under which a nonresidential customer will be billed. A change in recorded demand may cause a customer to be moved to a different service classification (SC) with different rates and charges. An increase to over 6,000 kilowatt-hours (kWh) of electricity consumption for three consecutive months may require that the VOH install a demand meter. A portion of your bill will then be based on your peak energy usage. There is no charge for installing the meter.

We will notify you of the change and the reason for it..

Information relating to the applicability of service classifications and demand billing can be found in VOH's electric tariff.

## Important Information for Landlords

By law, tenants are required to pay only for the electricity or natural gas they use. Sometimes a tenant's electric or natural gas meter also registers electricity or natural gas used outside the tenant's dwelling. This is called a "shared meter" condition. A tenant that is billed for a shared condition must be reimbursed by law and/or, under certain conditions, with our approval, a tenant may enter into a mutually acceptable agreement with their landlord to address the situation. To determine if a shared meter condition might exist, we will need access to the apartment, the meters and any common areas of the building. VOH is required by law to provide written notification of a pending investigation and the resulting determination to all parties involved. Failure by the landlord to cooperate with our request to investigate may still result in our determination of a "shared meter" condition. If the landlord fails to take any action within 120 days of a "shared meter" determination, the law requires that VOH establish an account in the landlord's name for all future service measured on the shared meter until they meet compliance requirements. Under certain circumstances, the landlord may be billed for other charges, where applicable, regardless if the situation is corrected or not.

More information about shared metering can be obtained by calling (315) 824-1111.

## Complaint Handling Procedures

Whether you write or contact us by phone, we will address your questions. If you feel our representative has not adequately addressed your concern, please ask to speak with a supervisor.

If after talking with a supervisor you are still not satisfied, you can call VOH Customer Appeals at 315-824-1111.

If your concern remains unresolved, you can write take the following action(s):

- Write to the New York State Public Service Commission (PSC), Three Empire State Plaza, Albany, NY 12223.
- Call the PSC's toll-free Helpline at 1.800.342.3377, Monday through Friday, 8:30 a.m. to 4:00 p.m.
- File a complaint online at: <http://www.dps.ny.gov/complaints.html>

While your complaint is being considered by the PSC, we cannot shut off your service for failure to pay an amount in dispute or for any other reason that is the subject of the complaint. We do have the right, however, to terminate service for nonpayment of billed amounts not in dispute or for other valid reasons not at issue in the complaint.

### How to Contact Us

Electric or Gas Interruptions or Emergency numbers available 24 hours a day:

- Work Day** - 315-824-1111 or 315-824-2120 or 1-844-824-1100.
- After Hours or Holidays** - 1-844-824-1100.

Electric Lines Down or Gas Odor Emergencies:

- Work Day** - 315-824-1111 or 315-824-2120 or 1-844-824-1100.
- After Hours or Holidays** - 1-844-824-1100.