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# Your Rights and Responsibilities As a Commercial Customer Of Orange & Rockland

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At Orange & Rockland, we have a responsibility to provide safe, reliable service to all our customers. In addition, our customers have certain legally protected rights under New York State Public Service Commission (PSC) rules and regulations.

This brochure summarizes your rights as a commercial customer. It's your reference guide for any questions you might have concerning your energy service from O&R.

## We're Here to Help

For a gas leak or other gas emergency, call our toll-free Gas Emergency Hotline at **1-800-533-5325**, 24 hours a day, seven days a week.

For billing and other inquiries regarding your business account, call Customer Assistance toll-free at, **1-877-434-4100**, or contact us online at **oru.com/contactus**. Our Customer Service Representatives handle calls weekdays from 8 a.m. – 7 p.m., except holidays. In the event of an emergency, a Company representative will always be available to receive your call. Excluding weekends and holidays, most online inquiries are handled within 24 hours. If you're hearing- or speech-impaired and use a TTY phone, dial 711 for assistance.

## Customer Service Centers

Our offices are open Monday through Friday, 8 a.m. – 4:30 p.m., except holidays.

Rockland County: O&R Spring Valley  
390 West Route 59, Spring Valley, NY

Orange County: O&R Blooming Grove  
500 Route 208, Monroe, NY

O&R Port Jervis  
16 Pike Street, Port Jervis, NY

## Asking a Question

Whether you write, visit or call us, we guarantee prompt, courteous and friendly service always. Our representatives are trained to deal with a wide variety of problems and situations. If, after talking with our representative, you feel your concern has not been resolved, you should ask to speak with the supervisor of the Customer Assistance who will review the situation with you. We're committed to seeing that your concern is resolved.

## Additional Rights

We make every effort to answer your questions and resolve your concerns. If, after talking to us, you're still not satisfied, you may write to: New York State Public Service Commission, Office of Consumer Services, 3 Empire State Plaza, Albany, NY 12223. You may also call the PSC's toll-free HELPLINE at **1-800-342-3377** from 8:30 a.m. – 4:00 p.m., Mon. – Fri. If your inquiry involves a billing charge, we cannot turn off service while the matter is under consideration by the PSC. All other amounts and bills remain payable when due. If you purchase electric or gas supply from a company other than O&R, and your concern involves your electric or gas supply charges, contact your energy supply company (ESCO). If you are not satisfied with your ESCO's response, please refer to your ESCO agreement regarding dispute resolution.

## New Construction

To obtain service for new construction, a service upgrade or change in a meter location, go online at [oru.com/newconstruction](http://oru.com/newconstruction) or contact the appropriate New Construction Services regional office by calling **845-577-3324**.

**Application for Service:** We have a responsibility to provide service — or tell you why we will not provide service — as soon as reasonably possible. We must provide service within 10 calendar days after we receive your completed application(s), unless you specify service at a later time. If conditions beyond our control prevent us from extending service at your site within that time, we'll make every attempt to do so as soon as conditions permit. We'll also ask you to indicate your service classification on your application. We'll help you determine your service classification if you don't already know it. If you are applying for firm gas transportation service, such service will commence according to the schedule outlined in Service Classification No. 6. We may require you to complete a written application for service. In this application, you will be asked to establish your identity, your responsibility for the premises as either owner or occupant, and the name of the person who controls access to the meter(s), if not you.

**How To Apply for Service:** Service application forms are available by calling **845-577-3324**.

**If You're Denied Service:** You're entitled to prompt written notice if your application for service is denied. This notification must state the appropriate reason(s) for denial.

## Deposit Policy

If you're a new customer, we'll require a deposit as a condition of service. If you're an existing customer, we may require a deposit if you: (1) are delinquent in payment; (2) have a credit history that indicates possible default in the future; (3) have filed for reorganization or bankruptcy; or (4) have been rendered a backbill within the last 12 months covering charges for service that came through tampered equipment.

If you're an existing customer, you have the option to pay half the deposit initially and the balance in two subsequent monthly installments.

The deposit may not be more than two times your average monthly bill for the previous calendar year, unless your usage varies widely. In this instance, the deposit may not exceed the cost of twice your average monthly usage for the peak season.

If we're holding a deposit from you, we'll review your account annually, based on your prior year's history. At this review, we'll make adjustments to refund any excess, or to bill any additional amounts. Your deposit will earn interest at a rate set by the PSC. Such interest normally will be credited once a year, on the next bill for service after October 1. We have the right to hold a security deposit for a minimum of three years. If you maintain a good payment record during this period, we'll refund the deposit, plus interest. Otherwise, we can hold the deposit and credit interest to your account yearly.

**Alternate Type of Deposits:** We may accept bank letters of credit or surety bonds which provide a level of security equivalent to cash. Depending on your type of business, we may accept your enrollment in Automatic Bill Payment in lieu of a deposit.

## Billing Information

We have a responsibility to provide electricity and/or natural gas to our customers in a reliable manner. In turn, we expect our customers to pay their utility bills promptly.

**When To Pay:** O&R bills you every month for electricity and/or natural gas after you use it. Your bill is due and payable when you receive it. If you don't pay within 25 days of the billing date shown on the statement, you'll be assessed a late payment charge at the rate of one and one-half (1½) percent per month on the overdue balance.

**Billing Options:** You may receive your O&R bill by mail or by e-mail. To receive your bills electronically, sign up for eBill at [oru.com/ebill](http://oru.com/ebill).

**Payment Options:** You may pay electronically through Automatic Bill Payment. To enroll, go to [oru.com/abp](http://oru.com/abp). You may also pay by mail, by phone, online at [oru.com/myaccount](http://oru.com/myaccount) or by using your computer for bill payment through your bank. You may also pay by credit or debit card online at [oru.com/paymentoptions](http://oru.com/paymentoptions) or by phone at **1-866-261-2997**. (Credit and debit card transactions are handled by our payment agent. The agent charges a convenience fee for this service.) You may also pay in person at one of our Customer Service Centers or at an authorized payment location in your area. For complete details on your payment options, call us toll-free at **1-877-434-4100** or go to our Web site at [oru.com/paymentoptions](http://oru.com/paymentoptions).

**Access to Meter(s):** We read the meter(s) so we can send you an accurate bill based on the amount of gas and/or electricity you use. However, there are occasions when we cannot gain access to read the meter(s).

As a customer, you have an obligation to provide access to the Company's meter(s). If you can't provide access yourself, you should let O&R know who will be responsible for doing so. This is especially important if your electric service is measured by a demand meter. A demand meter not only records the overall amount of energy you use, but also the instantaneous demand required by your service at any instant. We can estimate both your overall energy usage and your demand. Since overall energy usage can be more accurately estimated than demand, it is important that we have access to demand meters at least once a month or your bill may be inaccurate.

If you're a demand billed customer, we'll make a second attempt to obtain an actual reading within seven days of the date of your regularly scheduled meter reading. If you're a non-demand billed customer, we'll make a second attempt to obtain an actual reading after two consecutively estimated bills. If you don't know whether you're a demand or non-demand billed customer, please call us toll-free at **1-877-434-4100**. Failure to cooperate in resolving a lengthy meter access problem can result in penalties of up to \$100 for each incident of inaccessibility and, ultimately, termination of service.

## Shared Metering

**Residential Shared Metering:** Shared metering exists when a residential tenant pays for electricity or gas used in the tenant's dwelling as well as for service used by others outside the tenant's dwelling.

**Residential Tenant's Right:** A tenant is required to pay only for utility service used inside the tenant's dwelling, including any area or equipment under the tenant's exclusive control.

**Utility's Obligation:** The utility is required by law to investigate any shared metering condition brought to its attention.

**Owner's Obligation:** If utility service used outside a tenant's dwelling is recorded on the tenant's meter, the owner must correct the condition or, as an alternative, establish an account with the utility both for future energy usage and for past shared energy usage up to a six-year period. The utility will bill the owner for all the energy recorded on the shared meter until the condition is corrected. If the shared usage is very small, the cost to change the wiring or piping is very high, or a law prevents the landlord from adding a meter to measure the shared service, the tenant and landlord may agree to share the cost of the shared service. If shared metering is found and one of these circumstances exists, please notify O&R.

**Owner's Penalty:** If the owner does not voluntarily eliminate a shared meter condition, or ask the utility to investigate, a one-time penalty of 12 months' estimated bills will be added to any other charges that the owner is required to pay.

## Non-Residential Shared Metering

When a shared-metering condition exists between a non-residential tenant and the landlord or between two non-residential tenants, the utility cannot adjust billing or assess penalties. The parties involved should seek a mutually agreeable arrangement.

**Check ID:** For your protection, our meter readers carry a photo ID badge which you can inspect before they enter your premises. If you have any doubts,

please insist on seeing the ID card, or call us for verification.

**Billing Accuracy:** We do everything we can to bill your account accurately. Under certain circumstances, we may issue an estimated bill, especially if we can't read the meter, or if it appears that the reading we obtained may be wrong. All estimated bills clearly state they are based on an estimate. O&R has the right to revise estimated demand charges. To avoid revision that could result in rebilling to your disadvantage, always provide access to the meter(s).

**Backbilling:** On occasion, we may render a backbill to a customer whose energy use was underbilled as a result of a low estimate or other circumstance. If you get a backbill, we must provide you with a detailed, written explanation of why you received it.

## Final Termination Notice

We have the right to disconnect your service under certain circumstances. We'll terminate your service if you fail to: (1) pay undisputed charges for service; or (2) pay amounts due under a payment agreement; or (3) pay a lawfully required security deposit; or (4) provide access to the premises as reasonably required.

Before we can disconnect your service, we must send you a Final Termination Notice that states: (1) the reason(s) for termination; (2) the total amount required to be paid, if any; and (3) the steps you can take to avoid termination. We will not send a Final Termination Notice for non-payment until at least 20 calendar days have elapsed from the date payment was due, unless you have agreed in writing to other terms. The Final Termination Notice shows an issuance date and a due date. Its due date is at least 10 calendar days from its issuance date. If you pay the bill, or arrange for payment before the due date, we cannot terminate your service. If you think we've made a mistake on your account, call us. We'll check it and postpone termination while we look into the matter, provided you pay any undisputed charges. If you're eligible, we'll offer you the opportunity to negotiate a payment agreement at least five days before we otherwise would have terminated your service. If you sign and return this agreement and pay any down payment required, we cannot terminate your service. Your service will be terminated if: (1) you fail to pay the amount due as shown on the Final Termination Notice; or (2) you do not work out a payment agreement; or (3) you repeatedly fail to provide access to the meter(s).

## Payment Agreement

If you're experiencing temporary problems that prevent you from paying your bills in a timely fashion, and you meet certain eligibility requirements, we'll work with you to establish a payment agreement. We may require you to make a down payment, but it may not be more than 30 percent of the arrears on which a Final Termination Notice is based or the cost of two times your average monthly use, whichever is greater. The payment agreement can include any amounts billed after we issue the Final Termination Notice, in addition to the amount shown on the Notice. If you wait until after the due date on the Notice, and we must visit the premises to terminate service or collect payment, a down payment of up to 50 percent of the arrears, or the cost of four times your average monthly usage, whichever is greater, may be required. We will charge you a late payment fee on any outstanding balance under a payment agreement. We must have a signed agreement in our possession for it to be in effect.

## Time of Termination

We're allowed to terminate utility service on weekdays between 8 a.m. and 6 p.m. We cannot terminate service on a Saturday, Sunday, any public holiday, any day our business office is closed, or on a day the PSC is closed. If we arrive after 3 p.m. on a Friday or on the day before a public holiday when our business office or the PSC is closed, we'll make every effort to contact someone at the premise to let the person know our intention. Our goal is to allow the person to resolve the account balance and provide payment to avoid termination. If a resolution is not reached, we have the right to discontinue service until 6 p.m.

In an emergency, we can terminate service any time there's a serious safety problem, and we'll restore service as soon as the problem is corrected.

When we visit a service location to terminate electric service, a \$27 collection fee, plus applicable tax, will automatically be assessed at the time of our visit whether or not we lock electric service, collect full or partial payment, make a payment agreement or collect a down payment on a payment agreement.

**Reconnection of Service:** If your O&R service has been terminated, we'll reconnect it within 24 hours when: (1) you have either paid the amount due or signed a payment agreement and made a down payment; or (2) you've allowed access to the meter(s) and reasonable arrangements have been made for future access; or (3) you've provided proof, or a field visit confirms, that a tariff violation has been corrected; or (4) the PSC directs us to reconnect service. We have the right to charge a reconnection fee of \$27, plus applicable tax, to reconnect electric service and \$69 to reconnect gas service during the normal work hours of 8 a.m. to 4 p.m., Monday to Friday, excluding holidays, or \$41 to reconnect electric service, or \$104 to reconnect gas service, plus applicable tax, outside those hours and days. If service was disconnected at the street, a reconnection fee of \$169, plus applicable tax, shall apply to reconnect service during normal work hours, as defined above, or \$253, plus applicable tax, outside those hours and days.

## Service Classifications

The rates you pay for the electricity and/or gas you receive are based on your service classification ("SC").

When you first apply for service, we use the technical information you supply to determine the service classification appropriate to your needs. Over time, however, those needs could change. If and when they do, it is your responsibility to contact us so we can place you in the right service classification.

As part of our ongoing effort to ensure that all customers are placed on the most economically advantageous service classification, and to accommodate changes in your service needs, please call the appropriate regional office for New Construction Services at **845-577-3324**.

## Electric Service Classifications

**When Your Electric Service Classification Could Change:** The primary reason for a change in electric service classification is an increase or decrease in recorded energy demand — that is, a change in the amount of electricity you need all at once at any given time. This increase can happen when a small business expands to larger quarters; or a decrease can occur when a larger industrial concern closes down a plant but retains an office.

**Energy Demand:** The amount of energy needed all at once at any given time is measured in kilowatts (kW), whereas overall energy consumption is measured in kilowatt hours (kWh), just as it is for residences. If you're a demand metered customer, the price you pay for electric service includes a charge for the demand component as well as one for the overall consumption component. A change in the demand component may result in a service classification change.

Most non-residential electric accounts are classified as SC2 or SC3, although there are other rates for less common usage situations. SC2 is for secondary or primary metered customers, who normally experience an actual recorded monthly demand under 100 kW. Primary metered customers must provide their own transformers and any other equipment necessary to take service at a primary voltage level. Primary metered customers with demands that consistently exceed 100 kW may find it advantageous to take service under SC3. SC9 and SC22 are classifications for the largest commercial and industrial customers — those that normally experience an actual recorded monthly demand of more than 1,000 kW. These customers can benefit from taking advantage of special rates that apply to certain periods of the day.

Under all of these electric service classifications, customers can choose to purchase their electric power supply from O&R or from an energy services company ("ESCO").

**Gas Service Classifications:** SC2 is applicable to general use of gas by the majority of non-residential customers who purchase their gas supply from the Company. Certain small, non-residential heating customers may be eligible to take service under SC1. Service classification No. 5 applies to general service used by customers who have installed dual-fuel capability sufficient to serve

the customer's entire needs when the customer is not burning gas. Service classification No. 6 is applicable to the transportation of gas purchased by a customer participating in the Company's Gas Transportation Service Program from a Seller eligible for Service under SC No. 11 of O&R's gas tariff. Service Classification No. 8 is applicable to the transportation of gas purchased by a customer participating in the Company's Gas Transportation Service Program from a Seller eligible for service under SC No. 13 of the Company's gas tariff. Customers commencing service under this service classification on or after November 1, 2006 must, in addition to other requirements of this service classification, demonstrate to the Company's satisfaction annual gas consumption of at least 100,000 Ccf at a single meter. Service classification No. 8 customers are subject to interruption by the Company at any time upon four hours notice to a customer. Customers electing this service must maintain operable alternate fuel facilities including adequate reserves of the alternate fuel based on peak winter period requirements.

**Tariff Availability:** Copies of the complete tariffs for all service classifications are available at O&R's Web site at [oru.com/tariffs](http://oru.com/tariffs). You can obtain a print copy by calling us toll-free at **1-877-434-4100**. Customer Service Representatives are available to assist you weekdays from 8 a.m. to 7 p.m., except holidays.

**Home Energy Fair Practices Act (HEFPA):** As a commercial customer, you may be entitled to protection under New York State Home Energy Fair Practices Act (HEFPA) if one of the following situations applies to you: **(1)** You operate a business out of your home and are billed at a commercial rate; or **(2)** You use your commercial premises for residential purposes; or **(3)** You own a two-family residence and live in one unit while renting the other.

If you've opened a business within the last year, or if you've been a commercial customer of O&R and have recently changed how or where you conduct your business, it's important that you understand HEFPA's eligibility requirements. HEFPA is a state law which requires a utility to follow specific procedures in serving customers who use their service for residential purposes. HEFPA coverage is extended to those present or future electric, gas or gas transportation customers whose primary use of utility service is for residential purposes. If you operate a business out of your home, or use part of your commercial premises for residential purposes, you could be affected. The PSC determined that commercial customers who use the majority of their utility service for residential purposes should receive the same protection as purely residential customers. Examples include a dentist with a home office, a store owner with living quarters in a portion of the building, or a residential landlord who's billed for service for both units of a two-family dwelling in which both units are served by a single meter. If you believe you're eligible for HEFPA coverage, please contact us to ensure you receive the rights to which you're entitled.

**Eligibility for Residential Rates:** Religious institutions, community residences, veterans' organizations, and supportive or supervised living facilities qualify for residential service rates. However, it may not be to the institution's advantage to be so classified. For more information, call us toll-free at **1-877-434-4100**.

**Eligibility for Reduced State Sales Tax:** New York State exempts residential energy use from sales tax. Residential customers automatically qualify for such an exemption and are billed accordingly. Certain commercial customers who use a portion of their service for residential purposes also may be eligible for a reduced tax based on the percentage of residential use. In order to qualify, you must complete Exemption Certificate (Form TP-385). These forms can be obtained by calling the New York State Department of Taxation and Finance at **518-457-5431**. After we receive your completed form, your account will be noted accordingly and your future bills will be calculated based on information you provided on the form.

