

# Your Rights and Responsibilities As a Residential Customer of Orange & Rockland

*New York Public Service Commission (PSC) rules and the Home Energy Fair Practices Act (HEFPA) provide comprehensive protection for residential customers of electric and natural gas utilities such as O&R. HEFPA also now requires that consumer protections be provided by non-utility energy service providers (ESCOs). ESCOs must follow the HEFPA procedures before terminating your commodity service. In addition, if O&R bills for both its delivery charges and your ESCO's supply charges, HEFPA allows for the suspension of your delivery service for non-payment of ESCO charges. If you purchase your energy supply from an ESCO, you may want to contact your ESCO for more information.*

## We're Here to Help

Whenever you have a question, concern or complaint about your gas or electric service or bill, please call us toll-free at **1-877-434-4100** or contact us at **www.oru.com**. Our Customer Service Representatives are here to help you weekdays from 8 a.m. until 7 p.m., except holidays. If you're hearing- or speech-impaired and you use a TTY phone, please dial 845-425-3303 for assistance. This is not a toll-free call.

### • Walk-in Service Centers

Our convenient walk-in service centers handle bill payments, service requests and credit matters, as well as any questions you may have regarding your account. O&R is open Mon. – Fri. from 8 a.m. – 4:30 p.m., except holidays.

#### **Rockland County: O&R Spring Valley Operations Center**

390 West Route 59, Spring Valley, NY, 10977

#### **Orange County: O&R Blooming Grove**

500 Route 208, Monroe, NY, 10950

#### **O&R Port Jervis**

16 Pike Street, Port Jervis, NY, 12771

### • Asking a Question

Whether you write, visit, call or contact us online, 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 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 concern involves a billing charge, you will not be asked to pay the disputed portion of the bill while the matter is being reviewed. The balance and any future bills, however, should be paid when due.

# Billing Information

Your O&R bill shows the amount of gas and/or electricity you used each month as well as the market supply costs and O&R's charges for delivering that energy.

If you obtain your energy supply from an alternate supplier, you could still receive just one bill from O&R — with O&R's delivery charges and the supplier's energy charges listed separately. In this case, you make just one monthly payment to O&R. Or, if your alternate supplier prefers to do its own billing, you could receive two monthly bills — one from the supplier for the cost of the gas and/or electric supply, and one from O&R for our energy delivery charges. It all depends on your supplier's billing practice.

## • When To Pay

Your bill is due and payable when you receive it. Your statement shows the date when your payment will be considered overdue. After the payment date, your account will be considered overdue, and a late payment charge of one and one-half (1½) percent per month on the overdue balance will be applied. If you cannot pay by the due date, call us as soon as possible to arrange a payment agreement.

You are not responsible for late payment fees on amounts in dispute with O&R or the PSC while that dispute is being investigated. If you are found to owe the amounts in dispute, you will have to pay the applicable late charges.

## • Payment Options

You may pay your O&R bill by Internet or by mail, pay by credit or debit card, sign up for Automatic Bill Payment, Pay-By-Phone, pay in person at one of our walk-in service centers, use ezServe, our automated payment machine, or pay in person at an authorized payment agent in your neighborhood. For more details, call us toll-free at **1-877-434-4100** or visit **[www.oru.com/PaymentOptions](http://www.oru.com/PaymentOptions)**.

## • Estimated Billing

We do everything we can to read the meter before sending you a bill. There are times when we estimate your usage because we may not have access to the meter. To prepare an estimated bill, we consider your past usage and weather conditions during the billing period. When we send an estimated bill, the word "estimate" will appear on your statement.

If our next scheduled meter reading shows that we underestimated your actual energy usage by more than 50 percent or \$100 (whichever figure is greater), we will notify you. You have the right to pay this amount in installments, but please contact us to arrange a payment agreement. If you feel our estimate is more than your actual usage, you may take your own reading and give it to us, and we will send a revised bill if applicable.

## • Budget Billing

If you want to smooth out your energy charges over a 12-month period, our Budget Billing plan could be useful to you. Budget Billing can help you avoid large summer and winter bills by dividing your annual cost into 12 smaller monthly payment amounts. For more information, call us toll-free at **1-877-434-4100** or visit our Web site at **[www.oru.com/BudgetBilling](http://www.oru.com/BudgetBilling)**.

## **• Rate Option for Certain Customers**

Religious institutions, veterans' organizations and some community residences have the choice of being billed under either residential or non-residential rates. While residential rates are more economical for most customers, non-residential rates can be more favorable for customers who use large amounts of electricity or use gas for heating. For more information, call us toll-free at **1-877-434-4100**.

## **Deposit Policy**

We usually don't ask for a deposit when you open an account. However, if you're applying for a new O&R account within 60 days of closing an old account, you may be required to pay a deposit if you:

- a.** Did not pay two or more bills in a row without making a partial payment of at least half of the amount you owe; or
- b.** Had your service shut off for non-payment of bills within the past six months.

You may be required to pay a deposit if you are a short-term or seasonal customer. (A short-term customer is a customer who wants service for less than a year. A seasonal customer receives service periodically each year.)

You'll receive written notice, at least 20 days before a deposit assessment, informing you that failure to make timely payments will result in your being billed a deposit.

### **• Senior Citizens**

If you're 62 or older, we won't ask you for a deposit unless your service was turned off for non-payment within the past six months.

### **• Public Assistance**

If you receive public assistance, supplemental security income or additional state assistance, you won't be required to pay a deposit.

### **• When To Pay a Deposit**

After a deposit is requested, you have 20 days to pay or make arrangements for payment. You may pay the deposit in full or request to make 12 monthly installments.

### **• Refunds**

We will hold your deposit for one year. If you maintain a good payment record or if you discontinue service during that time, we'll refund the deposit, plus the interest at a rate set by the PSC. If your payments aren't consistently up-to-date, we can hold the deposit and will credit interest to your account on a yearly basis.

## **Payment Agreements**

If you're having financial problems that make it difficult for you to pay your O&R bill, we'll work with you to come up with a payment agreement. In making the agreement, we'll consider your financial circumstances and any income limitations you may have. As part of a payment agreement, we discuss a down payment and work out a payment schedule you can manage. The length of the agreement and the amount of each monthly payment will be decided between us. To further assist you, we'll adjust this agreement later if your financial situation changes. If you qualify, installment payments may be as low as \$10 per month, with no down payment.

## • Terms of Agreement

If you don't pay your bill, and if you don't contact us to discuss payment terms, we'll automatically send you a standard payment agreement. This calls for a down payment of 15 percent of the amount you owe or one-half of your average monthly bill, whichever is greater, plus the current bill. Under this standard agreement, monthly installment payments are either the cost of one-half of one month's average use, or one-tenth of the balance (whichever is greater). If you cannot manage the terms of the standard agreement, please contact us. We'll work with you until we arrive at a mutually agreeable solution. If we still cannot come to terms with each other, you may contact the PSC's toll-free HELPLINE at 1-800-342-3377 for additional assistance.

## Final Termination Notices

The last thing we want to do is turn off your service. Provided you let us know you're having problems paying your bill, we'll make every effort to work with you. But if you don't pay overdue bills or don't attempt to work out a payment agreement with us, we may be forced to disconnect your service.

### • Customer Notification

We can't terminate your service without first sending you a Final Termination Notice. When you receive the notice, you have 11 business days to arrange for payment. If we don't hear from you eight business days after we've sent the notice, we'll mail you a standard payment agreement if you qualify, which you must sign and return to us before it becomes valid. If you sign a payment agreement and your financial situation changes so that you can no longer meet the terms, call us immediately. We may find other ways to keep your service on or help you obtain assistance from outside sources. As long as you call us before you fail to make a payment, we will do everything we can to help you. Otherwise, we have the right to turn off your service.

If it becomes necessary to turn off your service, we won't do so without first making extra attempts to maintain it. We disconnect service only between the hours of 8 a.m. – 4 p.m., Mon. – Thurs. We won't turn off service on the day before a holiday, or during the period between Christmas and New Year's Day. If your service has been terminated and you can't reach an agreement to restore service with us, you may call the PSC's toll-free HOTLINE at 1-800-342-3355, 7:30 a.m. – 7:30 p.m., Mon. – Fri.

### • Safety Turn-off Procedure

We can turn off service any time we discover a serious safety or technical problem. After the problem has been resolved, we'll restore service as soon as possible.

## Turn-on Procedures

If your service has been turned off, we'll reconnect it within 24 hours when:

- (1) You have paid the amount due, or signed a payment agreement and made a down payment on your bill;
- (2) You face a serious threat to health or safety; or
- (3) The PSC asks us to reconnect the service.

If you receive public assistance, we'll turn your service back on within 24 hours after we receive a notice of payment from the social service agency helping you. If we don't reconnect service within 24 hours under the above conditions (except when it's beyond our control), we'll pay you a penalty for each additional day you're without service. The amount we pay depends on the circumstances and is determined by the PSC.

## • **Reconnection Fees**

There's a charge of \$27 plus applicable tax to turn electric service back on and \$69 plus applicable tax to turn gas service back on during regular business hours from 8 a.m. – 4 p.m., Mon. – Fri. The fee is \$41, plus applicable tax, to restore electric service and \$104 plus applicable tax to restore gas service at all other times. However, you're not responsible for this charge if the service turn-off was not your fault.

## **Special Concerns**

### • **Shared Meter Conditions**

When a tenant's electricity or gas meter also registers utility service used outside the tenant's dwelling, then the tenant is NOT required to pay the charges for the service, and the tenant's landlord must become the utility's customer. This is the law in New York State.

If you suspect that your utility meter is registering service not used in your home, call us immediately and we'll investigate. When the investigation is complete, we'll send you a written determination and make any necessary billing changes.

### • **Tenants in Multiple Dwellings**

If you live in a two-family dwelling or apartment building with three or more units and your landlord fails to pay for gas or electric bills for which the landlord is responsible, you may be able to keep the service on if you pay the bill or join with other tenants to pay the bill. To do this, you would have to pay the current utility bill and be required to continue paying current bills. You can – by law – deduct your share from the rent.

If your landlord hasn't paid his or her utility bill, we'll post notices throughout the building. We'll also send notices to each tenant at least 18 days before the service will be disconnected, or 30 days during the winter months. The notice tells you whom to contact to resolve the problem.

## **Hardship Protections**

Regardless of your payment record, we'll continue providing gas or electric service if your health or safety is threatened. When faced with such hardship cases, we'll refer you to the New York State Department of Social Services. To ensure that you receive all the protection available to you, please call Customer Assistance for details. We won't turn off your service under the following conditions:

### • **Medical Hardship**

If you or a member of your family is ill or has a chronic medical condition, we can help you. When you file a medical certificate with us from your doctor or local Board of Health, we'll continue your service for 30 days. The notification may be made by phone, but must be followed within five business days by written certification, which includes required identification information of the certifying authority. To renew the certificate after 30 days are up, have your doctor or Board of Health explain why the lack of service would aggravate your medical emergency and the expected length of time the condition will last. You also must show why you are unable to pay your utility bill. We won't shut off your service during your health emergency, but you're still responsible for paying your current O&R bills.

## • **Life Support Equipment**

If you or anyone in your household uses a life support device, a medical certificate will be required. Please contact Customer Assistance toll-free at **1-877-434-4100** for further information. Should you fall into arrears, you're required to provide us with financial information on a quarterly basis to demonstrate your inability to pay charges for energy service.

## **Cold Weather Protection**

### • **November 1 through April 15**

We consider heat-related service vital to maintaining your comfort and safety during the winter months. You have heat-related service if you need electricity to start or operate your primary heating system or if you heat with electricity or natural gas.

This is important to remember because we won't turn off your gas or electric service between November 1 and April 15, unless we have made a diligent effort to contact you personally to determine that no serious problem would result if the service was shut off. The following describes the termination procedures we use during the winter months.

### • **Contact Procedure**

Three days before a termination of service is scheduled, we'll try to contact you and arrange a payment plan. If our efforts to call you during the day and evening hours are unsuccessful, we'll send an O&R field representative to your home.

If we find, after meeting you, that a service termination might cause you serious harm, we'll ask the New York State Department of Social Services to look into the matter. We'll also continue your service at least 15 more business days while a solution is being sought.

If we're unable to reach you on our first visit, we'll try again. The presence of young children, an illness or a physically challenged person living in your home are some of the factors we consider when weighing the health and safety risks of a service shut off. Many disconnect cases are also referred to the New York State Department of Social Services.

## **Meter Access**

We read the meter so we can send you an accurate bill reflecting the actual amount of gas or electricity you use. If we cannot gain access to the meter on the scheduled meter reading date, please submit your reading to O&R. The scheduled reading dates appear on your bill. Either go online to **[www.oru.com/eZReader](http://www.oru.com/eZReader)** or call toll-free at **1-877-434-4100**. If you don't control access to the meter, please notify us and, if you can, ask the building owner to let our meter reader in. To make meter reading more convenient, we can arrange to read your meter during or after normal business hours.

### • **Charges**

If your meter has not been read for eight straight months, you or the person who controls access to the meter may be subject to a \$25 charge on your next bill and all subsequent bills until an appointment to read the meter is made and kept. To avoid this fee, you must give us access to the meter on one of the two next scheduled meter reading dates or make a special appointment to have the meter read by us.

## **• Check I.D.**

For your protection, our meter readers and other employees or contractors carry a photo ID badge. Please ask for identification whenever someone knocking at your door claims to be an O&R employee or contractor, and call us toll-free at **1-877-434-4100** if you have any doubt.

# **Special Services**

## **• If You're Hearing- or Speech-Impaired**

For customers with speech or hearing impairments, we have a TTY unit available in order to make communication possible. The special TTY phone number is **845-425-3303**. This is not a toll-free line.

## **• If You're Visually Impaired**

To meet the needs of visually-impaired and blind customers, we offer bills in large print and Braille. This free service is available to any customer upon request.

## **• We Speak Your Language**

When a non-English speaking customer calls us, the caller is connected to our contracted interpreter service. A three-way conference call is then established between the customer, an interpreter and an O&R representative.

## **• Special Payment Plan**

A quarterly plan is available if you're a senior customer with annual energy costs that don't exceed \$150.

## **• Special Protections**

If you or a member of your family is physically challenged or disabled, please contact us to receive special coding. We'll mark your account to assure that you receive added protections under New York State law. If you're blind, disabled or a senior citizen, we'll make special efforts to maintain your service. We'll contact you before a scheduled termination to work out a fair payment plan or find other resources to assist you.

If we can't reach an agreement, we'll notify the New York State Department of Social Services and continue your energy service for another 15 days.

In a case where service is terminated, we'll attempt to contact you again within 10 days to offer a plan to restore service.

## **• Senior Citizens and Special Needs Customers**

If you're 62 years or older, or a customer with special needs, you're covered by certain rights and protections. To ensure that you receive all the protections you're eligible for as a special needs or senior customer, contact Customer Assistance and identify yourself so that we can code your account. All information you provide will be strictly confidential. Call us toll-free at **1-877-434-4100**.

## **• Third-Party Notification**

Every New York residential customer is allowed to designate a third party to receive all notifications relating to termination of service or other credit action. This third party can be a relative, friend or agency who will receive a third-party reminder from us when your bill is overdue and you're in danger of a service shut off. The third party must agree in writing to receive such notices. The third party will not be responsible for paying the bill, but can work with us to avoid problems with your account. In the event of cancellation or refusal of such authorization by the third party, we must promptly notify you.

## Special Programs Reply Form

As an O&R residential customer, you may be eligible for special programs or be entitled to certain protections from service shut-offs. To ensure that you receive all the protection available to you, please complete this form and return it to the address below. The information you provide will remain strictly confidential. Thank you for helping us serve you better.

### **• I have the following hardship/medical condition(s):**

Medical Hardship – *please specify:* \_\_\_\_\_

Life Support Equipment – *please specify:* \_\_\_\_\_

Other Disability – *please specify:* \_\_\_\_\_

### **• I'm a customer with special needs: (check appropriate box)**

Visually Impaired

Speech Impaired

Senior Citizen

Hearing Impaired

Homebound

Disabled

#### Part A

Customer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

#### Part B

### **• I'm registering for Third-Party Notification (see page 7)**

*(Complete Parts A and B of this Reply Form)*

Name of Third Party: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

ZIP: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Signature of Third Party: \_\_\_\_\_

### **• Cut out completed form and mail to:**

Orange & Rockland  
390 West Route 59  
Spring Valley, NY 10977  
Attn.: Customer Assistance

1108-0114-R