



Residential Rights and Responsibilities

2019

This booklet, which we provide once each year, summarizes our service policies, energy supply choices and your rights under Public Service Commission (PSC) rules and the Home Energy Fair Practices Act (HEFPA) – Rules (Title 16 of the New York Codes, Rules and Regulations – Parts 11 & 12) based on New York State Public Law. Please take time to read it, and keep it for future reference.

Your Residential Service

Residential Customer

A residential customer is a person who is receiving service at a dwelling for his or her own residential use or the residential use of another person.

Selection of the Most Advantageous Rate

It is your responsibility to select the most advantageous rate classification for your account. Upon request, we can review your energy use and help you determine which rate classification may be best for you. Our rate summaries and tariffs are available online at rge.com or at any of our walk-in offices.

Please note: HEFPA requires that New York state utilities provide certain consumer protections and follow specific procedures prior to terminating utility service for customers who fall behind in paying their bills. HEFPA requires that suppliers (also known as energy services companies or ESCOs) provide the same consumer protections before terminating a customer's supply service for non-payment. If you purchase your energy supply from an ESCO you may want to contact that ESCO for more information on HEFPA protections.

Closing Your Account

If you want to close your account and have service turned off because you are moving to another location, contact us online at rge.com or by phone and schedule service turn off in advance. Once we have final meter readings, our billing system will automatically discontinue your energy supply choice, including terminating your enrollment with an ESCO and send you a final bill. If you have ESCO service, contact your ESCO to determine if they have any fees for terminating your supply agreement.

Access to the Meter

It's important that we access our meter for readings (so that we can provide you with a bill based on your actual energy use), and to perform inspections and maintenance.

- If we are unable to read the meter for six months or three billing periods of estimated bills, whichever is greater, we will send you a "no access" notice or contact you requesting that you either arrange access to the meter or provide us with a reading.
- Providing your own reading is easy and ensures your bill is based on your actual energy use. For more information, visit rge.com.

- If we cannot gain access, you may be subject to special charges.
- If the meter has not been read in eight consecutive months or four billing periods, whichever is greater, you or your building owner may be subject to a \$25 charge on your next bill and all subsequent bills until we gain access.

Indoor Meters: If you will not be home on a scheduled meter reading date:

- Please let us know in advance by contacting us at rge.com or by calling **1.800.743.2110** with special access instructions to your property, such as letting us know where a key is kept. Our meter reader will use these instructions to gain access to the meter. We will not enter your property without an adult present unless it is an emergency or you have granted us permission to do so. If you do not control access to the meter at your home, please help us by asking the building owner to let the meter reader in.
- If special access arrangements cannot be made, consider providing your own reading. For more information, visit rge.com.

For your protection, every RG&E employee carries a photo identification card. Always ask to see this card before granting entry to your home. Before entering your home, we knock and announce our presence.

New York State Gas Safety Regulations require that we perform periodic inspections of indoor gas meters. The inspection includes both a survey for gas leakage and inspection for corrosion that could result in leakage. It's important that we access the meter to perform these inspections to ensure the highest level of public safety and verify the condition of our meter and service piping.

- We will typically attempt to perform these inspections along with obtaining the meter read or during other scheduled activities.
- If we are unable to access the meter and perform the inspections we will send you a "no access" notice or contact you requesting that you arrange access to the meter.
- If we cannot gain access, you may be subject to special charges.

Billing & Payment

Billing

We issue a monthly bill based on an actual or estimated meter reading based on the amount of energy you have used. Past energy use is the primary factor we consider when preparing an estimated bill.

Whenever we send a bill based on estimated energy use, it is clearly marked in the meter reading table. The procedure we use to estimate your bill is approved by the PSC.

If you prefer, you can provide us with a meter reading on the months we don't read your meter. For a reminder when a reading is due, we offer a Customer Meter Reading Reminder service. To enroll, visit rge.com.

Payment and Billing Service Charges

These charges are the cost to produce and send you (electronically or on paper) a bill and process payments. Customers who use an energy supplier (also known as an energy services company or ESCO) other than RG&E will not be assessed this charge by RG&E if their ESCO supply charges appear on their RG&E bill. Payment and billing service charges appear in the Miscellaneous Charges section of the bill.

Bill Payment Options

We offer you several ways to pay your bill*:

- Receive and pay your bill online through our **eBill** service at rge.com or through your own online billing provider.
- Use **AutoPay** (electronic funds transfer). With **AutoPay**, we'll automatically deduct your payment from your checking account on the date indicated on the bill (approximately 23 days after we mail your bill each month). To sign up, visit rge.com or complete the form on the back of your bill payment stub.
- Make a single electronic payment through our **ePayment** service at rge.com or by calling us at **1.800.295.7323** (and still receive paper bills). Go paper- and worry-free by combining **AutoPay** and **eBill**.
- **Mail** your payment.
- Use our **self-service kiosks** available at our walk-in offices. They accept cash, credit cards and check transactions.
- Bring your payment to one of our approved **pay agents** (nearly 1,100 supermarkets or other businesses) – and any Walmart and K-Mart location nationwide – and it will post to your account the next business day. To find the pay agent nearest you, visit rge.com.
- Leave your payment in our **drop-box** at one of our walk-in offices.
- Make a credit card payment online or by phone.
- Pay with an **RG&E gift card**, available for purchase at one of our walk-in offices or at rge.com.

* Return check fees apply for payments with insufficient funds and for payments with incorrect bank information.

Must pay right away? Make an electronic payment by phone. For the fastest payment posting and processing, make an electronic check payment anytime using our **ePayment** service by calling our self-service line at **1.800.295.7323**.

Payment Due Date: Your payment is due when you receive your bill. Late payment charges are 1.5% a month (18% per year). If you pay by mail, online or at an authorized pay agent, you can avoid a late payment charge by having your payment received

by RG&E by the date on the payment stub on page 1 of your bill.

Budget Billing: Spread your energy costs evenly over 12 months. While there are no cost savings, you'll know your payment amount in advance. We'll review your account every three months and if necessary, adjust your monthly payment based on recent usage and energy prices. Combine Budget Billing and Autopay to spread your energy costs across 12 months and never miss a payment. For more information or to enroll, visit rge.com. Customers can be removed from Budget Billing if they are in arrears and from Autopay if they have insufficient funds.

If you wish to be refunded any excess credit at the end of the Budget Billing year, instead of having a credit on your bill, please contact us at **1.800.743.2110**.

Deposits

We will require a deposit from new customers who are requesting service for less than one year (short term or seasonal) or are asked for proof of identity and fail to provide any. We will require the deposit be paid in full prior to service being turned on. The deposit is waived for new customers who:

- Are on public assistance.
- Receive Supplemental Security Income or additional state payments.
- Are 62 years of age or older and **have not been** shut off for nonpayment in the past six months.

For electricity and/or natural gas customers whose usage peaks during the heating and/or cooling season, the deposit is twice the estimated average monthly bill during the heating and/or cooling seasons.

Deposits requested from current customers may be paid in full within 20 days of our request or in installments for up to 12 months. Deposits are refunded to customers who have paid their bills in full and on time for one year. If you file bankruptcy, you will be required to pay a deposit, per Federal Bankruptcy Law.

Payment Arrangements

If you are having difficulty paying your RG&E bill, don't wait, please call us at 1.877.266.3492. Together we can work on a solution, including a possible payment agreement.

A payment agreement will specify a down payment of 15% of the amount you owe or one-half of your average monthly bill, whichever is greater. One-tenth of the balance or one-half of the average monthly bill, whichever is greater, will be due each month. This is in addition to your current charges.

If you cannot meet the terms of this agreement, please call us at **1.877.266.3492**. We will work with you to determine if you are eligible for an alternate payment agreement. In making this agreement, we will require documentation of your financial circumstances. Payments may be as low as \$10 a month plus current charges.

Termination of Service for Nonpayment

The last thing we want to do is terminate your electricity and/or natural gas service. Before we terminate your service for nonpayment, we make every effort to help you find a way to pay your bill. We will refer you to agencies that may be able to assist you. If you are having difficulty paying your bill, please call us at **1.877.266.3492**.

Before we terminate your service for nonpayment, we will send you a final termination notice. We do not send a final termination notice until a bill is past due.

We will send you a payment agreement at least 10 days prior to the termination date on your final termination notice if you are not presently on a payment agreement. If a payment agreement has not been made with us or you are not up-to-date on your present payment agreement, we have the right to turn off your electricity and/or natural gas service.

We may terminate service only between 8 a.m. and 4 p.m., Monday through Thursday. We will not terminate service on a day when our offices or the PSC offices are closed, or on the day before a public holiday, on a holiday, or during the two-week period that includes Christmas Day and New Year's Day.

If your service has been terminated and you cannot reach an agreement with our representative to reconnect service, you may ask to speak with a supervisor. If you still are not satisfied, you may call RG&E Customer Appeals at **1.800.743.1150**.

If an agreement cannot be reached, you may call the PSC Emergency Hotline at **1.800.342.3355**, weekdays between 7:30 a.m. and 7:30 p.m.

Special Services

Cold Weather Protections (In effect between November 1 and April 15)

Heat-related service is vital to maintain your comfort and safety during winter months. You have heat-related service if we deliver electricity and/or natural gas used to heat your home or if we deliver electricity needed to operate your primary heating system. Under any of these circumstances, we will not terminate your electricity and/or natural gas service between November 1 and April 15 unless we have made a diligent effort to personally contact you or an adult member of your household and have determined that no serious impairment to health or safety would result if the service is terminated.

Termination of Service During Cold Weather Months (In effect between November 1 and April 15)

We will try to contact you regarding payment arrangements at least 72 hours before termination of service. If our efforts to contact you by phone during the day and evening hours are unsuccessful, we will send a representative to your home. If we are unable to contact you, your service may be terminated. If, after meeting with you, we find that a service termination might cause serious harm, we will ask the Department of Social Services (DSS) to look into the matter. We will continue your service while DSS reviews your situation.

If you live in a multiple dwelling where the meter serves more than one unit, we will not terminate your heat-related service without giving you written notice at least 30 days in advance during the winter heating season (18 days in advance during the remainder of the year). If it is determined that any tenant has a medical problem that would be worsened by terminating the heat-related service, we will continue service and refer him or her to DSS.

If you have any questions on the preceding protections, please call us at **1.877.266.3492**.

Turn Off of Service for Unsafe Conditions

We may turn off service any time we find a serious safety or technical problem. After the problem is corrected, we will turn service on as soon as possible.

Hardship Protections

When you are faced with a hardship that threatens your health or safety, we may refer you to DSS and to other resources and services. To ensure that you receive all of the protections available to you, return the form found at the bottom of page 6.

Medical Emergency: If you or a member of your household has a serious medical condition and you receive a service termination notice, we will continue your electricity and/or natural gas service for 30 days when you file a **medical certificate with us from your doctor or local board of health**. To renew the certificate and continue service after the 30 days are up, have your doctor or local board of health provide in writing why the service is still needed. They must submit this on their stationery and **include their medical identification number**. As long as you can document that you are unable to make a payment, we will not terminate your service during your medical emergency. However, **you are still responsible for payment of your RG&E bills**.

Life Support Customer Program: If you need RG&E service to operate life-sustaining equipment, it is your responsibility to notify us. As a life support customer, we will tag your meter, code your account and make every effort to contact you during an extended service interruption. You are also responsible for having an emergency plan in place for up to the first 24 hours of a power interruption and contacting your local fire department, rescue squad or equipment provider to inform them of your possible emergency needs. You may also wish to make arrangements for emergency housing with family or friends.

Special Identification Program: If everyone in your household (including yourself) is either blind or disabled, 18 years of age or under, or at least 62 years of age or older, we will attempt to contact you by phone or in person at least 72 hours before termination of service to work out a payment agreement.

If a payment agreement cannot be reached, we will notify DSS and will continue your electricity and/or natural gas service while DSS reviews your situation. If service has been terminated, we will attempt to contact you again within 10 days to offer a plan to reconnect service.

Large-print bills are available (at no charge) upon request.

Third Party Notification Service: If circumstances make it difficult for you to keep track of your account, you can designate a friend, relative or agency to receive a notice from us whenever your service is at risk of being terminated. The person or agency is not responsible for paying your bill, but can help make sure you avoid an interruption.

If you are having difficulty paying your RG&E bill, don't wait, contact us immediately at 1.877.266.3492 and together we can work on a solution.

- ▶ **To ensure you receive these hardship protections listed above, complete and return the form found on page 6 or contact us at 1.877.266.3492. All of the information you provide will be kept confidential.**

Customer Rights & Responsibilities

Reconnection of Service

We charge to reconnect service during and after normal business hours. Our fees are published at rge.com in our tariffs.

If your service has been terminated for nonpayment, we will reconnect it within 24 hours when:

- You have paid the amount due, or signed a payment agreement (if eligible) and made a down payment, if you are not now on a payment agreement.
- Your doctor confirms a medical emergency (see Hardship Protections on page 3).
- We receive notice of payment from a social service agency that is helping you.
- The PSC directs us to reconnect the service.

Tenants

By law, tenants are required to pay only for the electricity and/or natural gas they use.

Sometimes a tenant's electricity and/or natural gas meter also registers electricity or natural gas used outside the tenant's dwelling. This is called a "shared meter." In those cases, tenants are only required to pay for the energy they use for their dwellings.

In situations where a shared meter exists, the landlord must either:

- If permitted by New York State's Shared Meter Law (Section 52 of the Public Service Law of New York State), enter into an agreement with the tenant to compensate the tenant for any energy the tenant did not use.
- Place the dwelling unit's electricity and/or natural gas account in the landlord's name.

If you suspect your electricity and/or natural gas meter is registering energy not used in your dwelling, call us at **1.800.743.2110**, and we will investigate. When the investigation is complete, we will send you a written summary of our findings.

If you live in an apartment where your landlord fails to pay the electricity and/or natural gas bills for which he or she is responsible, you may be able to keep the service on if you can join with other tenants to pay the bill. To do this, you would only have to pay the current bill. You can then deduct that amount from your rent.

If your landlord has not paid his or her RG&E bill, we will post notices throughout the building to inform you. From November 1 through April 15, we will also send notices to each tenant or dwelling unit at least 30 days before the service will be terminated. The rest of the year, we will send notices at least 18 days before service will be terminated. This notice will tell you whom to contact to resolve the problem.

Complaint Handling Procedure

Whether you write, contact us by phone or send an email to us, 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 RG&E Customer Appeals at **1.800.743.1150**.

If your concern remains unresolved, you can:

- 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 p.m.
- Visit askpsc.com.

If your complaint involves an RG&E bill, you will not be asked to pay the disputed portion of the bill while the matter is being reviewed by the PSC. However, the remaining balance of the bill in question and any future bills should be paid when due.

Power Disturbances

All electrical systems are subject to occasional, uncontrollable events, such as severe weather conditions or accidents involving utility poles or wires. These events can result in electrical disturbances such as high and low voltage conditions or power spikes that can damage or affect the operation of your electrical equipment, including appliances. Please be aware that it is your responsibility to protect your equipment against the possible effects of power disturbances.

Authorization

You can designate someone (a relative, roommate, caretaker, business agent, etc.) to have access to your account information and contact us on your behalf. The authorized person will be able to make decisions about your service, but not be responsible for any costs incurred on your account. To designate an authorized person, contact us.

For Emergencies, Call RG&E. Need Service? Call a Contractor.

For natural gas emergencies, call us anytime at **1.800.743.1702** or **911**. If you suspect a natural gas leak, get up, get out and call us immediately at **1.800.743.1702** or call **911**. Do not call from the building or site of the leak. For electricity emergencies, call us anytime at **1.800.743.1701** or call **911**.

For all non-emergency energy services (furnace, boiler, water heater, stove or oven problems; second opinions; inspections; repair of heating, air conditioning or appliances) contact trained, certified equipment and appliance professionals or contractors to help you. Qualified, licensed electricians, plumbers, heating contractors or appliance repair professionals should install electricity and/or natural gas lines, change appliance connectors or check service lines running from the meter to your appliances. This is the responsibility of the property owner along with the maintenance and repair of these lines to ensure safe, proper operation.

Energy Supply

Contact Information

If you do not purchase your energy supply from RG&E, contact your supplier (also known as an energy services company or ESCO) for questions regarding your energy supply. Contact RG&E if you have questions regarding your delivery services. You can select an ESCO at any time for your energy supply. Please note: Pursuant to a PSC Order, Energy Supply Companies must satisfy conditions set by the PSC before servicing customers enrolled in our Energy Assistance Program. To learn more about this order, please visit dps.ny.gov, reference case 12-M-0476.

Electricity Supply Options

RG&E Supply Service consists of variable RG&E electricity supply and transition charges and a fixed RG&E delivery charge. The supply charge changes each month as the market price of electricity fluctuates.

ESCO Supply Service consists of an ESCO electricity supply charge, a variable transition charge and a fixed RG&E delivery charge. How much you pay for electricity supply depends on your agreement with your supplier. Contact an ESCO if you wish to select this option. Regardless of which supply option you choose, you will pay the same delivery and transition charges as other customers with the same service classification.

Electricity and Natural Gas Supply Choices

New/Moving and Existing Customers: You can choose an ESCO or RG&E to provide your electricity and/or natural gas supply at anytime.

Enrolling with an ESCO

- **Step 1: Obtain an ESCO List** - Participating ESCOs must meet certain requirements set forth by the PSC, New York Independent System Operator (NYISO)* and RG&E. For the most current list of ESCOs, visit rge.com or call **1.800.743.2110**.
- **Step 2: Compare Prices and Services.**
- **Step 3: Notify the ESCO of Your Choice** - Your ESCO must then contact RG&E to enroll your account. Your ESCO will need your account number and Point of Delivery (PoD) ID number, which can be found on page 3 of your bill.

** For electricity ESCOs only.*

Energy Supply Start Date

Once RG&E receives your enrollment from your ESCO, your start date will be confirmed by RG&E in writing. Your start date to receive supply from your ESCO is the date of your next scheduled actual or estimated meter reading that occurs:

- **For Electricity Supply** - five business days after RG&E receives a valid enrollment from your ESCO.
- **For Natural Gas Supply** - ten business days after RG&E receives a valid enrollment from your ESCO.

If you want to begin receiving supply from your ESCO earlier than the start date, you or your ESCO can notify RG&E to request a special meter reading (a \$20 fee will apply) that will occur no earlier than:

- **For Electricity Supply** - five business days from the time of request.
- **For Natural Gas Supply** - ten business days from the time of request.

Billing with an ESCO

Once RG&E processes your ESCO enrollment, you will receive a bill for any energy supply received from RG&E up to the date of your meter reading.

- **Single-Bill Option** - If your ESCO offered a consolidated (single) bill option, your ESCO supply and RG&E delivery charges will be included in your RG&E bill. Pay RG&E the total amount owed (RG&E delivery and transition charges and ESCO supply charge).
- **Two-Bill Option** - If your ESCO's charges do not appear on your RG&E bill, your ESCO will be billing you separately for energy supply, and you will pay your ESCO directly. Continue to pay RG&E directly for your delivery and transition charges.

Consumer Protections

You have consumer protections when you choose an ESCO, including the ESCO Consumer Bill of Rights. Check with your ESCO about any consumer protections that might apply to you.

ESCO Terms and Conditions – Disclosure Statement: Your ESCO is required to provide you with a statement of the terms and conditions and your rights and responsibilities prior to you making a commitment to the ESCO. Your commitment to the ESCO will not be considered final until three business days after your receipt of the ESCO's disclosure statement. The statement must inform you about the

intent of the ESCO to obtain your billing, usage and payment history information from RG&E.

Confidentiality of Your Account Information: With your authorization, an ESCO may obtain your billing and usage history from RG&E. To receive your payment history, the ESCO must provide RG&E with your authorization at RG&E's request. If you do not want RG&E to release *any or all* account information, please contact us at rge.com or call **1.800.743.2110**.

Unauthorized Switches (Slamming) Prevention: Slamming is the illegal practice of switching a customer's energy supply service without the customer's consent. Before you receive your energy supply from an ESCO, RG&E will send you a letter confirming your choice of ESCO. **If you did not request this switch**, please contact us immediately to stop the transfer of your supply service. To contact us online, please visit rge.com to complete and submit the Stop Supplier Switch form. To contact us by phone, call **585.771.6000** and at the tone provide your name, service address, account number,

phone number and type of service for which the transfer should be stopped.

Provider of Last Resort: If, for any reason, your ESCO ceases to provide you with energy supply services, RG&E will automatically provide you with electricity and/or natural gas supply. Your service will not be interrupted.

Complaint Handling Procedures

If your complaint is with an ESCO:

- Contact your ESCO directly.
- If your complaint remains unresolved or you are still not satisfied, you can contact the PSC toll-free at **1.888.697.7728** or askpsc.com.
- If you are still not satisfied after talking to the PSC, you may call the New York State Attorney General's Office at **1.800.771.7755**.

If your complaint is with RG&E's delivery service, refer to page 4.

How to Contact Us

Emergency numbers, available 24 hours a day:

- Electricity interruptions or emergencies: **1.800.743.1701**
- Natural gas odors or emergencies: **1.800.743.1702**

Mail:

- Bill Payment: RG&E, P.O. Box 847813, Boston, MA 02284-7813
- Customer Relations Center: RG&E, 89 East Avenue, Rochester, NY 14649-0001

Payment arrangements: 1.877.266.3492

Service and billing questions: 1.800.743.2110

Hearing and speech-impaired: Dial **711** (NY Relay Service) or **1.800.962.3293**

Self-service number: Call **1.800.295.7323** anytime 24/7 to enter a meter reading, pay by phone, learn account balance and more.

Website:

- Report outages, view estimated restoration times and more by visiting rge.com from your smartphone, tablet or computer.
- Send us an email by visiting rge.com.

Stay informed about power outages: Log in to your account at rge.com and sign up for Outage Alerts to receive notifications regarding weather conditions that may impact your electricity, updates on reported outages and more. Choose how you want to receive alerts - by text message, email, voice message, or all three.

Please check any of the statements below that apply to you, complete the form with your most current contact information, and mail it to: RG&E Customer Relations Center, 89 East Avenue, Rochester, NY 14649-0001. This will ensure that you are afforded all protections to which you are entitled, and kept safe.

- I am at least 62 years old or disabled or blind and live alone.
- Everyone in my household is at least 62 years old or blind or disabled or 18 years old or younger.
- I or someone in my household uses the following life-sustaining equipment: _____
- Please send me more information about RG&E's special services that are described on page 3.

Name: _____

Daytime phone: _____ Evening phone: _____

Address: _____

Town/City: _____ State: _____ ZIP: _____

RG&E account number (11 digits): _____ - _____ - _____

Email address: _____

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