

# Your Rights and Responsibilities

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as a Residential Customer  
of Penelec (New York Service Area)

**As a residential customer of Penelec**, you have rights and responsibilities, which are summarized in this pamphlet. Please read this pamphlet and keep it for future reference.

These rights and responsibilities result from New York State Public Service Commission (PSC) Rules and the Home Energy Fair Practices Act (HEFPA), which is called the “**Consumer Bill of Rights.**”



# Questions, Problems, Appeals

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If you have any complaints, questions or problems about your electric service, contact our Customer Care Center as soon as possible. You are entitled to a prompt response; however, the Customer Care Center receives many calls every day. Our Customer Care Center is open 8 a.m. through 6 p.m., Monday through Friday.

You can contact us by:

- calling **800-545-7741**,
- visiting **firstenergycorp.com/contactus**,
- or
- writing to:  
**Penelec**  
**341 White Pond Drive**  
**Akron, OH 44320**

Our Customer Care Representatives will do their best to handle your inquiry promptly. If you are not satisfied with our representative's response, a company supervisor can review your case.

If you are still not satisfied, you can write to the Public Service Commission (PSC):  
**Consumer Services Division,**  
**3 Empire State Plaza, Albany, NY**  
**12223-1350**

Or, call the PSC HELPLINE at **800-342-3377**. The HELPLINE is staffed from 8:30 a.m. to 4 p.m., Monday through

Friday. PSC consumer representatives will investigate your complaint and determine whether the utility has acted properly.

The PSC also has a special emergency HOTLINE for matters concerning the *connection or disconnection* of electric service for residential customers. The HOTLINE number is **800-342-3355**. It is staffed Monday through Friday from 7:30 a.m. to 7:30 p.m.

While your complaint is being considered by the PSC, we cannot disconnect your service for failure to pay the amount in question. All other amounts and bills should still be paid when due.

## Billing

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*We have a responsibility to supply electricity to our customers in a reliable manner, and you have the responsibility to pay utility bills promptly. Under certain circumstances, you may be entitled to protections against service disconnection due to nonpayment. Please review the form on the last page of this pamphlet and send us the requested information that applies to you.*

**When to Pay** - Penelec bills you for service after you use it, and your electric bill is due upon receipt. In order to avoid a late payment charge, you are expected to pay the total amount by the due date shown on the bill, which is at least 22 days after it is mailed. If this amount is not paid in full, a late payment charge of 1.5 percent per month will be added to the unpaid balance.

**How to Pay** - Penelec offers several ways to pay. You can make one-time or recurring payments using your checking/savings account or credit card. You also can pay in person at an authorized payment location or simply mail your payment to us using the return envelope included with your bill. For more information regarding billing and payment options, call us at **800-433-8201** or visit **firstenergycorp.com/paymentoptions**.

**Equal Payment Plan (EPP)** - The EPP gives you the convenience of uniform monthly electric bill payments throughout the year. This payment plan does not reduce your overall energy expenses, but it helps you avoid the seasonal highs and lows in your bills when usage fluctuates. For more information about the plan, contact our Customer Care Center, or visit **firstenergycorp.com**.

**Billing Accuracy** - We do everything we can to ensure your account is billed accurately. We may issue you an estimated bill bimonthly. We may also estimate your bill if we cannot read your meter or if it appears that the meter reading may be wrong.

The procedure we use to calculate an estimated bill is approved by the PSC. An estimated bill clearly states that it is based on an estimate. Any difference between an estimated reading and the actual consumption for that billing period is resolved automatically when the next reading is taken. When estimating your

bills, if we have understated the amount you owe by \$100 or by 50 percent of the actual usage (whichever is greater), we must notify you in writing that you may pay that difference in monthly installments.

## **Deposit Policy**

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*Most customers typically do not have to pay a deposit when opening an account; however, if we do require a deposit, the amount is based on two times the average monthly bill. If you are an electric heating customer, the deposit is based on two times the average monthly bill for the period from November 1 to April 15. The PSC rules govern deposit policies as follows:*

**New Customers** - We do not charge a deposit to new customers. We may charge a deposit to a seasonal or short-term customer (less than one year of service requested).

**Year-Round Customers** - If you are a current customer of Penelec or a former customer applying for a new account within 30 days of closing a previous account, we will not ask you to pay a deposit unless:

(1) you have accumulated two consecutive months of overdue payments AND have not paid half the amount due,

**OR**

(2) we have disconnected your service for nonpayment within the last six months.

If you are 62 years old or older we will not ask you for a deposit unless your service was disconnected for nonpayment within the last six months.

**Public Assistance** - If you receive public assistance, supplemental security income or additional state payments, we will not charge you a deposit.

**Deposit Request** - If you are required to pay a deposit, we will notify you in writing 20 days before the deposit is assessed. If you pay half of your bill, you will avoid having to pay the deposit.

If a deposit is required, you may pay it in 12 monthly payments.

**Refund** - We can hold a security deposit for one year. If you maintain a good payment record during that year, we will refund the deposit plus interest (at a rate set by the PSC). Otherwise, we can continue to hold the deposit and we will credit interest to your account on a monthly basis.

## **Service Disconnection and Reconnection Procedures, Special Protections**

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*If you fail to pay overdue bills, your service may be disconnected only after we have given you the required notice and offered a deferred payment agreement for your overdue bills.*

### **Deferred Payment Agreement -**

If you have a financial problem that prevents you from paying your bills, we will work with you to establish a deferred payment agreement, which must be fair and take into account your financial circumstances.

We may require you to make a down payment. This down payment must be fair, based on your ability to pay, and cannot be more than 15 percent of the amount owed or half of your average monthly bill, whichever is greater. However, if the total amount you owe is less than this amount, then the down payment cannot be more than 50 percent of what you owe. For example, if you owe \$400 and your average monthly bill is \$50, 15 percent of what you owe is \$60, and half of your bill is \$25. Therefore, the largest down payment that we can require is the greater of the two: \$60.

After the down payment, you may make payments on the balance owed, together with the current bills, over a period that you and Penelec agree on. The agreement can be adjusted if you show us that your financial condition significantly changed beyond your control.

If an agreement cannot be reached, contact a PSC representative at **800-342-3377**

**Final Termination Notice** - Before service can be disconnected for an overdue bill or deposit, we must send

you a Final Termination Notice. A notice may be sent if you do not pay your bill within 23 days after it was mailed to you. Once you receive a Final Termination Notice, you have 15 days to pay the bill, arrange for payment, or contact us before service can be disconnected. If you think we have made a mistake in your account, call us. We will postpone the disconnection while we look into the matter, provided you continue to pay any undisputed charges.

We will offer you a deferred payment agreement at least ten days before the disconnection of service. If you agree to the payment terms, your service cannot be disconnected. The PSC staff can help you make an agreement. However, we cannot offer you a deferred payment agreement if you have one in effect and your finances have not significantly changed (due to conditions beyond your control), or if we inform the PSC that you are not having financial problems.

Your service will be disconnected if:

- (1) you fail to pay the amount due on the Final Termination Notice,

**OR**

- (2) you do not work out a deferred payment agreement UNLESS you qualify for the special protections described in this pamphlet's section on "Hardship Procedures."

**Time of Termination** - We are allowed to disconnect utility service for nonpayment only between 8 a.m. and 4 p.m., Monday through Thursday. We cannot disconnect service on a holiday, the day before a holiday, any day before our business office is closed or any day it is closed, or for a two-week period during the Christmas-New Year's season. Please note: We can disconnect service any time a problem seriously threatens a person's safety, and we will restore service as soon as the problem is corrected.

**Landlord Problems** - If you live in an apartment building or a multi-family house AND your landlord fails to pay the building's electric bill, we will post notices on the building and give you a separate notice at least 18 days before service is terminated. You may be able to have electric service kept on by joining with the other tenants to pay the bill. You only have to pay the current charges and can deduct the payment from your rent.

**Reconnection of Service** - If we disconnect your service, we will reconnect it within 24 hours if:

- (1) you have paid the amount due or signed a deferred payment agreement and made a down payment,

**OR**

- (2) the PSC directs us to reconnect service,

**OR**

- (3) your health or safety is seriously threatened.

If you receive public assistance, we will reconnect your service as soon as we receive a commitment of payment from the service agency helping you. We have the right to charge a \$32 fee to reconnect service.

## **Hardship Procedures**

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*This section explains special protections for certain residential customers in cases involving medical emergencies; the elderly, blind or disabled; and terminations during cold weather. If any of the following hardship cases apply to you, please notify us of your circumstance by completing the form on the last page of this pamphlet and returning it to us.*

**Medical Emergencies** - If any member of your household is seriously ill, has a medical condition or uses a life-support device, you might be entitled to assistance. Qualified customers can file a medical certificate with us from a doctor or local board of health, and we will continue your service for 30 days. To renew the certificate, the doctor or board of health must explain the medical emergency or why service is needed, AND you must explain why you are unable to pay your utility bills. We will not disconnect your service during this time of hardship, but you are still responsible for your bills.

**Important:** If you need utility service to operate a life-sustaining device, the certificate will remain in effect as long as the device is needed; but, *you* must prove every three months that you are unable to pay your electric bill. Your condition will be noted on your account.

### **62 or Older, Blind or Disabled -**

If you and all other household residents are 62 years of age or older, blind or disabled, or 18 years of age or younger, we will make special attempts to contact you before your service is terminated. We will contact you by phone or in person at least 72 hours before a disconnection is scheduled to discuss a fair payment plan.

If payment arrangements are not made, we will notify the Department of Social Services of the possible disconnection and will continue service for 15 days. If service is terminated, we must, within 10 days after that, attempt to reach you and devise a payment plan for restoring service.

## **Cold Weather Protections - November 1 to April 15**

**If you pay the utility directly for your heat**, your service cannot be disconnected between these dates until we have tried to determine whether the service termination would cause a serious health or safety problem. We will try to contact you by telephone or in person at least 72 hours before service is scheduled to be disconnected. We will try to contact you during business hours, non-business hours and again at the time of disconnection. If the termination of service might cause serious harm to your health or safety, we must ask the Department of Social Services to investigate, AND we must continue service for at least 15 business days.

**IMPORTANT:** For cold weather protections, we consider “heating” to include utility service needed to provide heat. It may include direct (electric) space heating, the electric service needed to operate a furnace or a safe electric heating device (if you notify us in writing).

**If you pay for your heat as part of your rent**, we will not terminate heat-related electric service to your residence until we attempt to determine if any tenant has a medical condition or other problem that would be worsened by the termination of electric service. We will provide a written 10-day notice

to each tenant. If we find a tenant with such a condition, we must refer him or her to the Department of Social Services and continue to provide utility service until that tenant’s hardship is relieved.

## **Third-Party Notification**

All residential customers may choose a third party we can contact if a Final Termination Notice goes unanswered. You may choose a relative, friend, member of the clergy or an agency, such as the Department of Social Services, and that person must agree in writing.

The third party will receive notice of any Final Termination Notices we send to you due to nonpayment. The third party can contact us on your behalf and help you work out payment terms with us, but the third party is NOT responsible for paying your bills.

## **Shared Metering**

Shared metering is any meter that measures service for multiple users, such as service to hallways, laundry rooms, lobbies, etc. Under the law, your landlord must pay for service provided through a shared meter.

Call **800-545-7741** for more information on shared-metering regulations, or if you suspect your account is connected to a shared meter so we can investigate.

## Access to Your Meter

We read your meter so you are billed for the actual amount of electricity you use. If we are unable to read a meter for four months in a row, we will send you a letter or call you to request that you either provide us with a reading or make an appointment for a special reading. Report your meter reading to us by phone, or mail it to us using a meter reading card that we will provide at your request. We can arrange to read a meter during and after normal working hours. If you do not control access to your meter, please arrange a time with the building manager when our meter reader can access the meter.

If you haven't made an appointment or provided us with a meter reading after eight consecutive months, you or the individual who controls access to the meter may be subject to a charge of \$25.

For your safety, our meter readers carry a photo identification card that you can inspect before they enter your home. If you have any doubts, please insist on seeing the identification card.

**If any of the information on the following Customer Information Form applies to you, please complete the form, then sign, date and return it with your Penelec bill payment.** If you have questions or for more information, please call our Customer Care Center at **800-545-7741**. Thank you for helping us serve you better.

## Customer Information Form

Name: \_\_\_\_\_

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

Town/City: \_\_\_\_\_

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

Account No. (*shown on bill*):

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

### **Please check all that apply:**

- I am 62 years old or older
- I would like to sign up for Third-Party Notification
- I live in an apartment building or a multi-family house, and the landlord pays the electric bill
- I require electrically operated life-support equipment (explain below)

\_\_\_\_\_

- I am blind
- I have a disability or a medical hardship (explain below)

\_\_\_\_\_

### **I receive:**

- Public assistance
- Supplemental security income
- Other assistance (explain below)

\_\_\_\_\_

Indicate your identification number below:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*If you have questions or for more information, please call our Customer Care Center at **800-545-7741**.*