

As a Corning Natural Gas Corporation Residential customer, you have rights and responsibilities. This pamphlet summarizes them. After you read this pamphlet, you should keep it for future reference.

These rights and responsibilities result from the Office of Consumer Services, NYS Department of Public Service (DPS) rules and The Home Energy Fair Practices Act (HEFPA)

Questions, Problems, Appeals

www.dps.ny.gov/complaints

Contact us as soon as possible if you have complaints, questions, or problems about your gas service. Our Customer Service Representatives will give you a polite and prompt answer. The address and telephone number of the Customer Service Department serving you appears at the end of this pamphlet, in the telephone book, and on your bill. Our Customer Service Department receives many calls every day. If the lines are busy, please call again. Our office hours are listed at the end of this pamphlet.

Whether you write, visit, or phone, our Customer Service Representatives will do their best to handle your inquiry promptly and considerately. If, however, you are not satisfied by our representative's response, further help is available from a company supervisor who will review your case. If you are still not satisfied, you can write to the Consumer Services Division, Public Service Commission at Three Empire State Plaza, Albany, NY 12223, or call the DPS toll free HELPLINE at 1-800-342-3377. The HELPLINE is staffed from 8:30 a.m. to 4:00 p.m. on business days. DPS consumer representatives will investigate your complaint and determine whether the utility has acted properly. The PSC also has a special emergency HOTLINE for residential customer for matters concerning the turn-on or turn-off of gas service. The toll-free HOTLINE number is 1-800-342-3355. It is staffed every business day from 7:30 a.m. to 7:30 p.m.

If you call the HELPLINE and HOTLINE after their regular hours of operation, you will be answered by a recording machine. A staff representative will call you back the following business day. If your call is answered by a recorder, be sure to give your area code with your phone number and your account number. While your complaint is being considered by the Public Service Commission, we will not turn off your service for your failure to pay the amount in question. All other amount and bills are payable when due.

Billing

We have a responsibility to supply gas service to our customers in a reliable manner, and you have a responsibility to pay utility bills promptly. Here are some points about bills:

When to pay- Corning Natural Gas Corporation bills you for gas after you use it. Your gas bill is due three (3) days after it is mailed. It is past due twenty (20) days later. If you pay after that date, you will also have to pay a late payment charge of 1 ½% per month on the unpaid balance. That amount is also shown on your bill. If you have any questions about your bill, contact our Customer Service Department.

Bill Payment Options- Electronic Fund Transfer forms (EFT) are available in our office and on our website (www.corninggas.com). You may also pay by mail using the envelope we provide. Payments can also be made in person at our office located at 330 West William Street, Corning, during business hours or you may use the night depository box located off the left side of our customer parking area, or you can pay online via our website. (www.corninggas.com)

Budget Billing- If you want to spread your gas charges evenly over a 12-month period, our Budget Plan may help. This payment plan does not reduce your overall energy expenses, but it may help you manage your budget. For more information about the plan, contact our Customer Service Department.

Billing Accuracy- To provide you with an accurate bill, we have to read your meter to determine the actual amount of gas you have used. We will estimate your usage every other month and also when we are scheduled to read your meter and cannot gain access. Past use is the primary factor used in calculating an estimate use bill. When we send a bill based on estimated gas use, you will see the letter “E” beside the most current reading. The procedure we use to calculate an estimated bill is approved by the DPS. If your next meter reading shows we underestimated your actual use by more than 50% or \$100, whichever is greater, we will notify you and you can make monthly payments on the difference. We urge you to call us with your meter reading on the months we regularly estimate your use so we can send you an accurate bill.

Deposit Policy

Deposits – Most customers do not have to pay a deposit when beginning service with us. If we do require a deposit, it is based on two times the average bill from November 1 to April 30.

New Customers- We may request a deposit from seasonal customer or someone who requests service for less than one year.

Year-Round Customers- If you are a current Corning Natural Gas Corporation customer, or a former customer applying for a new 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 one-half of the amount due

OR

2. We have turned off your service for non-payment within the last six months.

If you are over the age of 62, we will not ask you for a deposit unless your service was turned off for nonpayment within the last six months.

Public Assistance- If you receive public assistance or Supplemental Security Income, we will not require you to pay a deposit.

Deposit Request- If a deposit is required, you may pay it in full within 20 days of our request or in installments up to 12 months. If you want to pay installments, you must contact a Customer Service Representative to make arrangements.

Refund- We will hold a security deposit for one year if you maintain a good payment record (as stated above under Year-Round Customers) during that year, we will refund the deposit plus interest (at a rate set by the DPS). Otherwise, we will hold the deposit and we will credit interest to your account on a yearly basis.

Final Termination Notice, Service Turn-Off & Turn-On Procedures, Special Protections

If you fail to pay overdue bills, we may turn off your service only after we have given the required notice and offered you a deferred payment arrangement for your overdue bills.

Final Termination Notice- Before we can turn off service for an overdue bill or deposit, we will send you a Final Termination Notice. We do not send a Final Termination Notice until you have failed to pay a bill more than 23 days after it was mailed to you. Once you receive a Final Termination Notice you have 15 more days in which to pay the bill, arrange for payment, or contact us about it before service will be turned off. If you think we have made a mistake on your account, call us; we will check it and postpone turning off your service while we look into the matter provided you pay any undisputed charges.

We will offer you a deferred payment agreement, at least five days before turn-off unless the DPS determines that you do not have a financial problem. If you sign and honor a deferred payment agreement, we will not turn off service. We will not 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. The DPS staff will help you in making such an agreement.

Your service will be turned off if:

1. You fail to pay the amount due as shown on the Final Termination Notice

OR

2. You do not work out a deferred payment agreement and honor that agreement unless you qualify for the special protections described in the section on "Hardship Procedures" in this pamphlet.

Time of Termination- We are allowed to turn off utility services for nonpayment only between 8:00 a.m. and 4:00 p.m., Mondays through Thursdays. We will not turn off service on a holiday, the day before a holiday, the day before our business office is closed, or for a two-week period during the Christmas-New Year season. We can turn off service any time there are serious safety problems, and we will restore service as soon as the problem is corrected.

Landlord Problems- If you live in an apartment building or a two-family house and your landlord fails to pay the gas bills for the building, you may be able to have the service kept on by joining with other tenants to pay the bill. You only have to pay current charges and can deduct the utility payment from your rent. We will notify you by posting notices on the building and giving you a separate notice at least 15 days before termination if the landlord has failed to pay. We also will tell you whom to call to work out the problem.

Reconnection of Service- If we turn off your service, we will reconnect it within 24 hours:

1. Once you have either paid the amount due, or signed a deferred payment agreement and made the down payment; or
2. When the DPS directs us to reconnect service; or
3. When you face a serious threat to health or safety.

If we fail to reconnect your service within 24 hours -except for circumstances beyond our control- we must pay you \$25 to \$40 for each additional day you are without service.

If you receive public assistance, we will turn your service on within 24 hours after we receive a commitment of payment from the social service agency helping you.

We have the right to charge a fee of \$20.00 plus sales tax to turn service back on during regular business hours and \$25.00 plus sales tax after regular business hours.

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. The agreement will be fair and take into account your financial circumstances. We may require a down payment, but it will not be more than 50% of the account owed or three times your average monthly bill, whichever is less, and will be based on your ability to pay. After the down payment, you may make payments on the balance owed together with your current bills, over a period that you and we can agree on. The agreement can be changed if you can show us that there are significant changes in your financial condition beyond your control. The DPS will help you in reaching an agreement with us. You may reach one of its representatives at 1-800-342-3377.

Hardship Procedures

We will continue gas service if a person's health or safety is threatened by a lack of heat. We also will refer health or safety problems to the Department of Social Services. In the following hardship cases, we will NOT turn off service.

Medical Hardship – If you or a family member are seriously ill, have a medical condition or use a life support device, we can help you. If you file a medical certificate with us from your doctor or local board of health, we will continue your service for 30 days. We will tell you how the certificate your can be renewed. Briefly, to renew the certificate your 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 shut off your service during the emergency, but you are still responsible for your bills.**

IMPORTANT: If you need utility service to operate a life-supporting device, the certificate will remain in effect as long as the device is needed but you must tell us every three months that you are unable to pay. We will also code your accounts to assure you added protection from turn-offs as long as the medical emergency and inability to pay continues.

Elderly (62 or older), Blind or Disabled – If you are 62 years of age or older, blind, or disabled, and all those living with you are too, (or not over 18 years old), we will make special attempts to maintain your utility service. We will contact you by phone or in person at least 72 hours before turn-off is scheduled to try to work out a fair payment plan.

If arrangements cannot be made, we will notify the Department of Social Services of the possible turn-off and will continue service for 15 days. If we ultimately turn-off service, we will, within 10 days after that, attempt to reach you and devise a plan for restoring service. If you qualify for protection under this section, you should immediately notify us at (607) 937-3755 or 1-800-834-2134.

COLD WEATHER PROTECTIONS

November 1st to the following April 15th

- A. IF YOU PAY THE UTILITY DIRECTLY FOR YOUR HEAT.** If you are a direct heating customer, we will not turn-off your service until we have tried to determine if a serious problem with health or safter would result because of the service turn-off. We will try to contact you during business hours, during reasonable non-business hours, and again at the time of the turn-off. If we find that service turn-off might cause serious harm to your health or safety, we will ask the Department of Social Services to investigate and we will continue service for at least 15 business days.

IMPORTANT: For the cold weather protections, we consider "heating" to include utility service need to provide heat.

- B. IF YOU PAY FOR YOUR HEAT IN YOUR RENT.** If you pay for your utility services in your rent, we will not turn off heat related gas service to your dwelling without giving a written 15-day notice to each tenant to determine whether any tenant has a medical or other problem which would be worsened by a heat turn-off. If we find a tenant with such a problem, we will refer him or her to the Department of Social Services and continue to provide utility service until the hardship is removed.

THIRD PARTY NOTIFICATION

You may choose a relative, a friend, a member of the clergy, or an agency (such as the Department of Social Services) to be a “third party” for you. A third party, if they agree in writing, will receive copies of any Final Disconnect Notices we send to you because of overdue utility bills. The third party can contact us on your behalf and help you work out payment terms with us. The third party is NOT responsible for paying your bills.

All residential customers may choose a third party; just fill out, sign, and return the form at the end of this pamphlet. This program is particularly helpful to those who are ill or elderly and live alone, or who may be away from home for long periods.

SHARED METER

An act to amend the Public Service Law in relation to shared meters for gas service became a law on July 19th, 1995.

Pursuant to Section 52 of the Public Service Law, when a tenant’s electricity, gas, or steam meter registers utility service 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 unless the landlord eliminates the shared meter condition. In the event that a legal impediment or extraordinary costs (in excess of the amount of rent for four months of such dwelling) prevents the elimination of a shared meter condition or in the event that the service measured through the shared meter is minimal, under Commission rules adopted, the owner as an alternative may enter into a mutually acceptable written agreement with the shared meter customer for apportioning the charges for service measured through the shared meter; provided, however, that the estimated amount of service provided to the shared meter customer’s dwelling, or a written agreement exists between the parties for the apportionment of charges prior to October 24th, 1991. The provisions of this section may not be waived by an owner, tenant, or utility: and shall not apply to Utility service provided to the effective date of this section and does not affect the validity of a lease or rental agreement in effect on or before July 19th, 1995.

If you suspect that your utility meter is registering service not used in your home, call us at (607) 936-3755 and we will investigate. When the investigation is complete, we will send you a written determination and make any billing changes that are necessary.

If you would like a complete summary of the law and its exceptions, please contact our office at (607) 936-3755 and we will send it to you.

ACCESS TO YOUR METER

Access To Your Meter – We read your meter so that we can send you an accurate bill based on the amount of gas you use. If we have to estimate a meter for four months in a row, we will send you a meter reading card requesting a reading. You can phone your phone meter reading to us, or you can mail it in on the meter reading cards that we will provide upon your request. If we have not been given access to the meter after six months, we will send you a notice asking you to make arrangements for your meter to be read. We can arrange to read a meter both during and after normal working hours. If you do not control access to your meter, please arrange with the building owner or manager to let our meter reader in.

If after eight straight months you have not made an appointment for the meter to be read, you or the individual who controls access to the meter are subject to a charge of \$45, which will be added to your next gas bill.

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

APPLICATION FOR SPECIAL PROGRAMS

Name_____

Address_____

City/Town_____ Zip_____

Telephone: Daytime_____

Evening_____

Account Number_____

(as shown on your bill)

- ☐ I am 62 years of age (or older) and all members of my household are 62 (or older), or 18 (and under)
- ☐ I live in an apartment building or two-family home, but I pay for gas in my rent payment.

I receive:

- ☐ Public Assistance
 - ☐ Supplemental Security Income (SSI)
 - ☐ Other_____
- (Kind of Assistance)

I have a resident in my home that has the following hardship or condition(s)

- ☐ Medical Hardship_____
- (Type)
- ☐ Blind
- ☐ Other Disability_____
- (Type)

Signature

Date

