

# Know your rights



## The Rights and Responsibilities of a Natural Gas Customer and the Obligations of the Company

As a Liberty gas customer, you have rights and responsibilities, as provided for in the NYS Department of Public Service (DPS) rules and the Home Energy Fair Practices Act (HEFPA). This communication summarizes them. Please keep pages one and two as a handy reference. A copy of Liberty's tariff is available at our office or at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com). **In case of a gas leak or other emergency call us anytime at 1-800-673-3301.**

### Historic usage information

If you rent your property and do not pay your natural gas bills directly, or if you are a prospective tenant or landlord, you can still obtain two years of usage history at the location. Please complete the form located on the "Energy Usage Overview" page in the "Customer Service" drop-down menu at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com).

### Questions, problems, and appeals

Contact us as soon as possible if you have any complaints, questions, or problems with your gas service. You may reach us Monday through Friday from 8 a.m. to 4:30 p.m. toll free at 1-800-454-2201, or by mail at P.O. Box 270, Massena, NY 13662, or visit us online at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com).

If you are still not satisfied after speaking with us, you may ask the DPS to review your dispute by contacting them online at [www.dps.ny.gov/complaints](http://www.dps.ny.gov/complaints), or by calling their toll free HELPLINE: (800) 342-3377 8:30 a.m. to 4 p.m. on business days. You may also write to them at: Office of Consumer Services, Department of Public Service, Three Empire State Plaza, Albany, NY 12223-1350. The DPS also has an **emergency** HOTLINE (800) 342-3355 for residential customers for matters concerning the turn-on or turn-off of gas service. It is staffed every business day from 7:30 a.m. to 7:30 p.m. You may also contact the DPS online at [www.dps.ny.gov](http://www.dps.ny.gov).

### Billing

**When to pay** - Bills are due and payable when received. A payment is considered overdue 23 days after the bill is mailed to you (about 24 days after the billing date printed on the bill). If you pay after that date you may also have to pay a late payment charge.

**Where to pay** - Payments can be made in person at our office at 33 Stearns St., Massena; by mail to Liberty Utilities New York, PO BOX 75463, Chicago IL 60675-5463; through Liberty's online portal My Account; one of our authorized payment agents where you can pay in person; or by calling 1-800-454-2201.

**Billing accuracy** - We do everything we can to bill your account accurately. Your meter will be read every other month throughout the year. Your bill will be estimated on the alternate months. On the days your meter is scheduled to be estimated, you may read your meter and call us at 1-800-454-2201 or visit our website at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com). If after eight straight months we are unable to obtain an actual meter reading, and you or the person controlling access to the meter fails to make and keep an appointment with us to read the meter, you may be subject to a charge up to \$100.

**Shared meter** - When a tenant's gas meter also registers utility service used outside the tenant's dwelling, 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. Call us at 1-800-454-2201 if you suspect that you have a shared meter.

### Deposit policy

If we do require a deposit, the amount is based on two times the average monthly bill. If you are a gas heating customer, it is based on two times the average monthly bill during the heating season. We require a deposit for all new commercial customers as well as short-term or seasonal residential customers. If you are a current Liberty gas customer, or a former customer applying for a new account within 60 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 one half of the amount due or 2) we have turned off your service for non-payment within the last six months, or 3) you have filed bankruptcy. If you are a public assistance recipient we cannot require you to pay a deposit.

### 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 the other tenants to pay the bill.

### 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 must be fair and take into account your financial circumstances. Larger commercial customers are not eligible for deferred payment plans.

### 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 one deferred payment arrangement for the past due amount. Before we can turn off service for an overdue bill or deposit, we must send you a Final Termination Notice. Final Termination may occur 15 days later if you are a residential customer and 8 days later if you are a commercial customer. If you qualify, we will offer you a deferred payment agreement at least seven days (ten if mailed) before the turn-off. If you sign the agreement, we cannot turn off service as long as payments are made as agreed upon. Your service will not be turned off if you qualify for the special protections described in the section "Hardship Procedures" below. For a more detailed copy of these rules, please call our office at 1-800-454-2201.

## Reconnection of service

If we turn off your service, we will reconnect it within 24 hours after you have paid the amount due or, if eligible, signed a deferred payment agreement and paid the down payment; or when the DPS directs us to reconnect service; or when you face a serious threat to health or safety. We have the right to charge a fee up to \$64 to turn service back on during normal work hours (8 a.m. to 4:30 p.m., Monday–Friday); or \$96 outside those hours and days.

## Hardship procedures

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

- **Medical hardship** – If you or a family member is seriously ill, has a medical condition, or uses 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 not shut off your service during the emergency, but you are still responsible for your bills. **IMPORTANT:** If you need natural gas utility service to operate a life supporting device, the certificate will remain in effect as long as the device is needed.
- **Elderly, blind, or disabled** – If you are 62 years of age or older, blind, or disabled, and ALL those living with you are elderly, blind, disabled, or under the age of 18 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. Some nonresidential customers may be eligible for special protections. Call our office at 1-800-454-2201 to learn more.
- **Cold weather protection (Nov. 1 to the following Apr. 15)** – If you pay the utility directly for your heat, we cannot turn-off your service until we have tried to determine if a serious problem with health or safety would result because of the service turn-off. We will try to contact you by telephone or in person at least 72 hours before turn-off is scheduled. For more information on Cold Weather Protections, please visit the "Extreme Weather Prep" webpage located under the "Safety" drop-down menu at [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com), or scan the QR code.



## Service classifications

Customers qualifying for service under the Service Classifications below may contract for either Sales Service (for the continuous supply of natural gas by the company) or Transportation Service (for the continuous delivery of contract quantities of natural gas owned by customer).

**SC 1 – Residential:** Any use of gas for residential purposes in a single-family or a two-family dwelling; in separately metered apartments of a multiple dwelling; in two-family houses for use in appliances supplying water heating or space heating where such services are rendered in common to both families; for space heating or space heating and water heating in rooming houses and multi-family buildings where not more than 25 % of the cubical content is occupied by nonresidential activities and such services are rendered in common to all families.

Applicable also to use exclusively in connection with a community residence provided that such residence is operated by a not-for-profit corporation and staff is on site on a twenty-four hour per day basis, and that the residence provides living accommodations for fourteen or fewer residents.

**SC 2 – Small General Firm (Commercial):** Any gas use by any customer for gas service for nonresidential purposes which does not come directly under another Service Classification.

**SC 2L – Large General Firm (Commercial Large):** Any gas use by any customer for gas service for nonresidential purposes which does not come directly under another Service Classification. Annual minimum quantity of this Service Classification shall not be less than 300,000 therms.

**SC 3 – Large General Firm (Industrial):** All purposes to customers whose use of gas is for industrial processing and related boiler fuel loads, and who contract for service in a written agreement that specifies a Contract Volume of not less than 200 Mcf per day to be made available at one location and through a meter capable of recording daily consumption and electronically transmitting such daily recording to the company. Annual minimum quantity of this Service Classification shall not be less than 365,000 therms. Service under this Service Classification may be combined with interruptible service (sales or transportation) but may not be combined with any other firm service provided through the same meter.

**SC 4 – Interruptible:** All purposes on an interruptible basis to any customer having the ability to accommodate a complete discontinuance of service during periods of high demand for gas by customers with a higher service priority, and who will contract for service in a written agreement that specifies the maximum daily volume, of not less than 200 Mcf per day, of interruptible gas which customer desires to be made available to him. Annual minimum volume under this provision shall not be less than 250,000 therms. Existing customers currently served under this schedule not meeting the demand and annual volume criteria will continue to be served.

For more information about rate classes and to view current rates, visit [www.libertyenergyandwater.com](http://www.libertyenergyandwater.com), enter your state and city, and click the "View Tariff" button on the "About Liberty" page under the "For Home" drop-down menu. You can also scan the QR code with your phone.



## Help us serve you better

If you have not done so in the past two years, please complete and return the form on the next page. We will update your account so you will not miss important communications, protections, and information. You should keep pages one and two for your reference. **Please complete the information below and send your completed form to:**  
Liberty, PO BOX 270, Massena, NY 13662

Name: \_\_\_\_\_ Contact Numbers  
Service Address: \_\_\_\_\_ Home: \_\_\_\_\_  
Town/City: \_\_\_\_\_ Cell: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Work: \_\_\_\_\_  
Account Number (as shown on bill): \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address (if different than service address):

Street: \_\_\_\_\_ Town/City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

I or  a member of my household (please check applicable box) am 62 years of age or older.

Account holder's date of birth: \_\_\_\_\_

Other elderly household member's date of birth: \_\_\_\_\_

I have the following hardship condition(s):

Medical:  Account holder  Household member

Please explain: \_\_\_\_\_

Life-sustaining equipment:  Account holder  Household member

Please explain: \_\_\_\_\_

Blind  Account holder  Household member

Other disability:  Account holder  Household member

Please explain: \_\_\_\_\_

I receive:  Public Assistance  Supplemental Security Income  Other Assistance (specify) \_\_\_\_\_

I live in an apartment building or a two family home, but I do not have my own Liberty Utilities account.  Yes  No

I use natural gas for  Forced Air Heating System  Boiler  Space Heater  Unit Heater  Hot Water Heater

Stove  Dryer  Fireplace Insert  Pool Heater  Other \_\_\_\_\_

**Balanced (Budget) Billing** - A Budget Plan is available to spread your gas charges evenly over a 12-month period.

Please enroll me in the Balanced (Budget) Billing Plan. (Call us for details.)

**Third Party Notification** - All residential customers are permitted to choose a third party to receive all notifications relating to termination of gas service. Your "third-party" must read, fill out, sign, date, and return the section below to us.

Third-Party Program

Third Party Information: Name: \_\_\_\_\_

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

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Numbers:

Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

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

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