

VILLAGE OF ANGELICA ELECTRIC RULES AND REGULATIONS

ADOPTED JUNE 15, 2009

SECTION 1: GENERAL PROVISIONS

These Rules and Regulations define the terms and conditions of the Village of Angelica agreement with a Customer to supply electric.

If an issue arises which is not, or is only partially addressed in these Rules and Regulations or other applicable documents, the Village of Angelica reserves the right to then consider the issue and implement policy or practice pertinent to it.

SECTION 2: CONSUMER PROTECTION

2.1: Customer Complaints or Questions

- a. If a residential or commercial service Customer has a question or problem concerning electric services provided by the Village of Angelica, the Customer may call the Village Office at 585-466-7431 - Monday through Friday – 8:00am – 3:30pm.
- b. The Village of Angelica representative contacted will be able to resolve the issue informally or, if necessary, will document it on behalf of the Customer and direct it to the appropriate department for further review and response.

SECTION 3: PROVISION OF SERVICE

3.1: New Customer

All new customers must fill out a Service Application with the Village of Angelica. The information will be as follows:

- a. Location (service address)
- b. Addresses to which bills are to be mailed.
- c. Whether the Customer is an owner, agent or a tenant of the premises. Application to establish an active account will be accepted only from the Person accepting responsibility for billing payment, or an authorized agent thereof.
- d. Date Customer will be ready for service.
- e. Whether premises have been previously supplied with electrical service.
- f. Whether or not the Customer lived in Angelica and had previously had electric service with the Village of Angelica. This is to enable the Village of Angelica to evaluate a requested waiver of deposit.
- g. Any other related information the Village of Angelica deems necessary to provide service under the terms and conditions of these Rules and Regulations.

The Village of Angelica will not provide service or install a meter until the Customer has satisfactorily complied with all the following requirements:

- a. Unless otherwise provided herein, settlement of all outstanding indebtedness of the Customer due to the Village of Angelica, including deposits.
- b. Service wiring is in compliance with the New York Board of Fire Underwriters.
- c. Provision of adequate access to the premises for the Village of Angelica to install, read and maintain electric service.

The Village of Angelica will provide services under these Rules and Regulation without regard to race, creed, color, sex, marital status or national origin.

SECTION 4: MONETARY PROVISIONS

4.1: Form of Security

Generally, the Village of Angelica will require a cash deposit to secure payment of an account or accounts for electricity and related services provided by the Village of Angelica to a Customer whenever, at the Village of Angelica’s sole determination, there is significant risk of non-payment or indebtedness. The cash deposit will be as follows:

Residential Customers with Non-Electric Heat	\$100.00
Residential Customers with Electric Heat	Two (2) times highest winter months bill set annually by the Village of Angelica for that service address
Commercial Customers	Two (2) times highest monthly bill for that service address set annually

A cash deposit accepted as security for payment of electric service will earn interest at the rate established by the PSC. All accrued interest is credited to the Customer upon refund of the deposit.

4.2: Refunds of Deposits

The Village of Angelica will return cash deposit and accrued interest to the Customer account that has completed twelve (12) monthly payments with minimal delinquencies. The deposit will automatically be applied to the Customer’s account when this requirement is met. If deposit is not refunded after a 12 month period for frequent delinquencies the Village of Angelica will apply the accrued interest to the Customer’s account on June 1st of each year the deposit is held as a security.

The Village of Angelica will return cash deposits to the Customer when service is discontinued after first applying the deposit and accrued interest to any amounts owed to the Village of Angelica.

4.3: Waiver of Deposits

The Village of Angelica, at its discretion, may waive a security deposit when the Customer has had service with the Village of Angelica in the past and made payments with minimal delinquencies.

The Village of Angelica may revoke the waiver and require a deposit and/or additional deposit or reinstate the deposit requirements based upon the Customer’s creditworthiness, as determined by the Village of Angelica, or when the Customer’s billings exceed limits determined by the Village of Angelica, or when any other situation could adversely impact the Village of Angelica.

SECTION 5: BILLING AND PAYMENT

5.1: Meter Readings

The Village of Angelica will read meters or calculate meter readings on a monthly basis.

The Village of Angelica may compute bills under the Rate Plan set by the PSC based on a reasonable usage estimate made by the Village of Angelica if any of the following conditions apply:

- a. The meter fails to register accurately;
- b. The meter reader is unable to obtain a meter reading because of locked gates, safety concerns, inclement weather, or other deterrent;
- c. Service is temporarily supplied without a meter;
- d. The Village of Angelica's meter reading device is temporarily inoperable and estimation is necessary to compute the monthly bill.

Any failure of the Village of Angelica to render a complete monthly bill shall not be a waiver of the Village of Angelica's right to payment for services supplied by the Village of Angelica.

Meters will be considered accurate for billing purposes when their registered usage is maintained within a specified plus or minus range of 98%. The range will not exceed the variation established by standard utility practice. When a meter test confirms the registered usage variation to be in excess of the allowable variation, the Village of Angelica will adjust the billing, either debit or credit, retroactively for a time period reasonably estimated by the Village of Angelica to be the period of the metering error. When a requested meter test confirms that registered usage is within the registrations accuracy standards, the Village of Angelica may assess the Customer a service fee.

5.2: Billing and Terms

- a. The Village of Angelica will send the Customer a bill for electric services provided by the Village of Angelica. Except as provided in Section: PAYMENT DISPUTES or agreed in writing by the Village of Angelica, the Customer must pay the bill before it becomes delinquent. At the Village of Angelica's option, any Person, other than the Customer-of-record, who benefited from electric services provided by the Village of Angelica may be held responsible for payment.
- b. Bills will be delinquent unless payment is received by the due date listed on the bill. The Village of Angelica will charge a late fee on all delinquent amounts owed to the Village of Angelica at a rate which is set by the PSC for the Village of Angelica.
- c. The Village of Angelica will issue a 15 day notice of service being terminated for non-payment for all accounts that carry a balance not paid by the due date listed on the bill. After the 15 day notice if 80% of the past due balance is not paid, or payment arrangements have not been set, service may be terminated for non-payment.
- d. When payment arrangements have been made and a Customer fails to meet their requirements set the service will be terminated with no further notice.
- e. If at any time the Customer pays their account with a bad check the service will be terminated with no further notice and a fee of \$20.00 will be applied to the Customer account.

- f. During the winter months, November 1st through April 15th the Village of Angelica will send termination notices as set in Section 5.2 (c) - to the Customer indicating that a “Trickle Meter” will be installed at the delinquent property until 80% of the past due balance is paid.
**** (Trickle Meter= a meter that significantly limits the amount of electricity a customer can use, but it still supplies sufficient power to run necessary items. If a Customer attempts to use too many electrical appliances, the trickle meter stops the flow of electricity, and the Customer must manually reset the meter located outside the house.)

SECTION 6: PAYMENT DISPUTES

The Customer should notify the Village of Angelica of discrepancies in the Village of Angelica’s billing for services provided by the Village of Angelica. The Village of Angelica will not consider the amount in dispute for collection action until the Village of Angelica has verified that the bill was correct, provided the Customer notifies the Village of Angelica of the claim before the amount becomes delinquent.

SECTION 7: COLLECTION OF TERMINATED ACCOUNTS

A Customer who has requested their account be terminated will be issued a final bill, which must be paid in full upon presentation. If a final bill becomes delinquent, the Village of Angelica may use any legal means available to collect the amount due. The Customer will reimburse the Village of Angelica for all costs and expenses incurred by the Village of Angelica to collect the amount due.

If the Village of Angelica disconnects an account for non-payment and the Customer does not pay the amount in full, the Village of Angelica may use any legal means available to collect the amount due. The Customer will reimburse the Village of Angelica for all costs and expenses incurred by the Village of Angelica to collect the amount due.

SECTION 8: RECONNECT AFTER DISCONNECT FOR NON-PAYMENT

Once the Village of Angelica disconnects service, the Village of Angelica will not reconnect service until the Customer (a) applies for service; (b) pays all amounts the Customer owes the Village of Angelica, including but not limited to a charge for the cost of disconnecting and reconnecting service; and (c) corrects the condition that resulted in the disconnection. The Village of Angelica may require an additional security deposit based on its evaluation of the Customer’s creditworthiness.

SECTION 9: BANKRUPTCY ACCOUNTS

In the event a bankruptcy requires the closing of an old account and the establishment of a new account the following conditions shall apply:

- a. The old account shall be closed effective the date of the bankruptcy filing.
- b. Any cash deposits for security on hand from an account closed by bankruptcy shall be applied to the remaining balance on the closed account.
- c. The billing on the new account begins the date of the bankruptcy filing.
- d. A new account cash deposit set by the Village of Angelica shall be paid to establish the new account.

SECTION 10: SPECIAL SERVICE NEEDS

- Collection Call Fee: \$10.00
- Reconnection Fee after disconnection for Non-Payment \$20.00 Monday-Friday, 8:00am - 3:00pm, \$40.00 all other times
- Meter Testing at Member's Request: No Charge for 1st request Annually - \$40.00 thereafter
 - No charge if meter is not within the registrations accuracy standards

TABLE OF CONTENTS

TITLE	SECTION	PAGE
GENERAL PROVISION	1	1
CONSUMER PROTECTION	2	1
CUSTOMER COMPLAINTS OR QUESTIONS	2.1	1
PROVISION OF SERVICE	3	1
NEW CUSTOMER	3.1	1
MONETARY PROVISIONS	4	2
FORM OF SECURITY	4.1	2
REFUNDS OF DEPOSITS	4.2	2
WAIVER OF DEPOSITS	4.3	2
BILLING AND PAYMENT	5	
METER READINGS	5.1	2
BILLING AND TERMS	5.2	3
PAYMENT DISPUTES	6	4
COLLECTION OF TERMINATED ACCOUNTS	7	4
RECONNECT AFTER DISCONNECT FOR NON-PAYMENT	8	4
BANKRUPTCY ACCOUNTS	9	4
SPECIAL SERVICE NEEDS	10	5