

Your Rights and Responsibilities As a Residential Electric Customer

**Village of
Freeport**



**November
2025**

46 North Ocean Ave, Freeport NY 11520

Please visit our website at www.freeportelectric.com

As a Residential Electric Customer of the Village of Freeport, your rights and responsibilities result from New York State Department of Public Service(DPS) rules and the Home Energy Fair Practices Act (HEFPA), which is called the "Consumer Bill of Rights."

Available in large print by written request.

Complaints, Questions, Problems and Appeals

Contact the Electric Billing Department at 516-377-2262 as soon as possible if you have any complaints, questions or problems about your electric service. Our Electric Billing Office is staffed by Representatives to help you. Our office hours are 8:30 a.m. to 4:30 p.m., Monday through Friday. If the lines are busy due to the volume of calls they receive every day, please call again.

Whether you write, visit or phone, our Customer Representatives will do their best to handle your inquiry promptly and considerately. If you do not get a satisfactory answer, further assistance is available from the Office Supervisor.

For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223

While your appeal is being considered by the DPS, the Village cannot turn off your service for your failure to pay the amount in question. All other billing amounts are payable when due.

Billing

The Village has a responsibility to supply electricity to customers in a reliable manner, and you have a responsibility to pay your electric bills promptly.

When to pay - The Village bills you for electricity after you use it on a monthly basis. Bills are due and payable when received. A Payment is considered overdue 20 days after you receive the bill. This is about 23 days after the bill date is printed on the bill.

***Mayor Robert T. Kennedy, Deputy Mayor Jorge A. Martinez
Trustees – Christopher L. Squeri, Evette B. Sanchez, Jacques V. Butler***

Where to Pay - The most convenient way to pay is by direct debit or mail, using the return envelope with your bill. You may also pay online at www.freeportelectric.com or in person at the Village Hall, 46 North Ocean Avenue.

Balanced Billing - If you want to spread electricity charges evenly over a 12-month period, the Balanced Billing Plan may help. This payment plan does not reduce your overall energy expenses, but may help you manage your budget. For more information about the plan, contact the Billing Office.

Billing Accuracy- The Village reads every meter on a monthly basis. Under certain circumstances, we may have to issue you an estimated bill. Your bill will clearly show that it is an estimate. If by using estimated bills we have understated the amount you owe by 50% of the actual energy use or \$100 (whichever is greater), we must notify you of the fact in writing, and you may make payments on the difference.

Large Print- This document and billing statements are available by written request in large print.

Deposit Policy

You probably do not have to pay a deposit when you open an account. If we do require a deposit, the amount is based on two times the average monthly bill. The Department of Public Service rules govern deposit policies as follows:

Residential Customers - If you are a current Village electric 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, OR
2. We have turned off your electric service for non-payment.

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

Public Assistance - 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 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

Because of non-payment of overdue electric bills, it is sometimes necessary for the Village to turn-off electric service. This step is NOT taken until all efforts to make satisfactory arrangements for payment of overdue bills.

Final Termination Notice - Before we can turn-off electric service for an overdue bill or a deposit request, we must 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 have received a Final Termination Notice, you have 15 more days in which to pay the bill, arrange for payment by signing a deferred payment agreement, or contact us about the bill before service is disconnected.

Service Turn-Off - Your service will be turned off if:

1. You fail to pay the amount due as shown on the Final Notice Bill, OR
2. You do not work out a deferred payment agreement, UNLESS
You qualify for the special protections described in the section on SPECIAL PROTECTIONS.

Time of Service Turn-Off - We are allowed to turn off electric service for non-payment only between 8 A.M. and 4 P.M., Monday through Thursday. We cannot turn off service on a holiday, on the day before a holiday, on a day before our Electric Billing Office is closed, or for the two-week period during the Christmas-New Year's season. We can turn off service anytime there are serious safety problems, and we will restore service as soon as the problem is corrected.

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

1. You have either paid the amount due or signed a deferred payment agreement and made a down payment, OR

2. The DPS directs us to reconnect the service, OR
3. You face a serious threat to your health or safety.

If we fail to reconnect your service within 24 hours, except when it is beyond our control, we must pay you either \$25 or \$50, depending on the circumstances, for each additional day you are without service.

If you receive public assistance, we will turn your service back on as soon as we receive a commitment of payment from the social service agency helping you.

We have the right to charge a fee of \$31.00 to turn your service back on.

Special Protections

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

Medical Hardship - If either you or a family member is ill, has a medical condition, or uses a life-support system, you must file a medical certificate with us from your doctor or local Board of Health. We will continue your service for 30 days in order for you to obtain such medical certificate. Briefly, to renew the certificate, either doctor or Board of Health must explain the medical emergency or why service is needed AND you must satisfactorily explain why you are unable to pay your utility bills. We will not shut off your service during the emergency, but you are 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 renew it every three months.

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 electric service. We will contact you by phone or in person at least 72 hours before the 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 must, within 10 days of that date, attempt to reach you and devise a plan for restoring service. If you qualify for protection under this section, you should immediately notify us by using the attached form and returning it with your bill payment.

A quarterly payment plan is available if your annual energy cost does not exceed \$150.00. For more information about this plan, contact the Electric Billing Office.

Cold Weather Protections (November 1 to the following April 15) - If you are an electric space-heating customer, 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. If we find that service turn-off 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.

Tenants Rights

Electric Included in Rent Payment - If you pay for your electric service in your rent, and we are notified that there are tenants in a building, we cannot turn off heat related electric to your dwelling without giving a written 10-day notice to each tenant to determine whether or not any tenant has a medical or other problem which would be worsened by an electric turn-off. If we find a tenant with such a problem, we must refer them to the Department of Social Services and continue to provide electric service until the hardship is removed.

Landlord Problems - If you live in an apartment building, rooming house or a two-family house AND your landlord fails to pay the electric bills for the building, you may be able to have the service kept on by joining with the other tenants to pay the bill. Current electric bill charges must be paid and can be deducted from your rent. By posting notices on the building and by giving you a separate notice, at least 15 days before the service turn-off, we will notify you if the landlord has failed to pay. We will also tell you whom to call to work out the problem.

Diversion of Service - If you rent an apartment and pay your own electric bills, you pay only for the electricity you use in your dwelling. We cannot charge you for electricity used elsewhere in the apartment building, nor can we turn off your electric service for failing to pay for service outside your apartment....unless you have agreed with your landlord to pay for such service.

Important - If you believe you are being charged for electricity that others are using, call the Electric Billing Office and we will investigate the matter.

Third Party Notification

All residential customers may choose a third party to receive any notice of service termination. Just fill out the attached form and return with your electric bill payment. A third party notice may keep your service from being turned off by mistake.

You may choose a relative, a friend, a member of the clergy, or an agency (such as the Department of Social Service) to be a third party for you. A third party will receive copies of any Final Termination Notices we send to you. The third party can contact us and help you work out payment terms with us, but the third party is NOT responsible for paying your bills.

Access to Your Meter

We read your meter so that we can send you an accurate bill based on the amount of electricity you use. If we are unable to read your meter for three consecutive months, we will request, by letter, that you make an appointment for a special reading. We can arrange to read a meter both during and after working hours.

Note - For your protection, every electric department employee carries a photo-identification card which you can inspect before they enter your dwelling.

Deferred Payment Agreement

DPA - 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 account of your financial circumstances. We may require you to make a down payment based on your ability to pay. After the down payment, you may make payments over a period of time that we can both agree upon. This agreement may be changed if you show that there are significant changes in your financial condition beyond your control.

The ELECTRIC DEPARTMENT has a responsibility to provide its customers with safe, reliable and uninterrupted service. Since you may be entitled to certain protections from turn-offs, it is important for us to have the information requested below. Please fill in the appropriate lines. Then sign and date this form and return it with your electric bill payment.

Thank you for helping us serve you better.

Name: _____

Address: _____

Account No. (as shown on bill) _____

I am 62 years of age or older.

I live in an apartment building or two-family home, but do not pay my own electricity.

I receive: Public Assistance Supplementary Security Income

Other (assistance) _____

Identification No. _____

I have the following hardship/condition(s):

Medical Hardship (identify) _____

Life Sustaining Equipment (identify) _____

Blind Other Disability (identify) _____

Signature _____ Date _____