

*Customer Rights and
Responsibilities*

LIGHT DEPARTMENT

City of Hagerstown
MARYLAND

2011/2012



CITY HALL

DEAR LIGHT DEPARTMENT CUSTOMER:

This pamphlet summarizes your customer rights and responsibilities. We hope you will find it useful and that you will keep it handy for future reference.

Additional information can be found in our tariff as filed with the Public Service Commission and in the regulations issued by the Commission. These documents are available for public inspection at our office.

Our staff is dedicated to providing you with the best possible customer service. Please contact us if you need assistance with any of the following:

- Discontinuing service when you move
- Understanding your bill
- Making payment arrangements on your account

We will gladly assist you with any question or problem you might have concerning your electric service. In addition, the City is committed to providing quality service without regard to disability. If you have a special need, please contact customer service at (301) 790-4160 or TDD/Voice (301) 797-6617 for individuals with hearing impairments.

This pamphlet was prepared in cooperation with the Maryland Public Service Commission (COMAR 20.30.04)

About the cover: Hagerstown City Hall, located on the corner of N. Potomac and Franklin Streets, was dedicated in 1940. This building replaced the City's second City Hall which had been built in 1822 at the same location. Hagerstown's original City Hall, built in 1791, was located in the center of the Public Square.

This sketch of City Hall was donated to the City by local artist, Lucille Beers.

TABLE OF CONTENTS

	Page No.
How to Contact Us	1
Emergency Conditions	2
Application for Service	2
Security Deposits.	3
When You Move	4
Meter Reading and Billing Policies	5
Paying Your Bill	6
Understanding Your Bill	7
Termination Policies	11
Energy Assistance and Utility Service Protection Program.	16
Inquiry, Service and Complaint Procedures . . .	17

HOW TO CONTACT US

Customer Service Office
City Hall — 1 E. Franklin Street
P.O. Box 1498
Hagerstown, Maryland 21741
Tel. No. (301) 790-4160 Fax: (301) 739-4028
8:00 AM to 4:30 PM Monday – Friday,
except Holidays

Administration, Engineering and Distribution
425 E. Baltimore Street
Hagerstown, Maryland 21740
(301) 790-2600

EMERGENCY CONDITIONS

In the event of emergency conditions, such as downed power lines, or if your service is interrupted because of bad weather, etc., you should call:

(301) 790-2600 ANY TIME

Before calling the Hagerstown Light Department (HLD), please first examine your fuse or circuit breaker box to see whether a fuse has blown or a circuit breaker has opened. If this is the case, you may have a defective appliance or wiring. This inspection could save you a service charge.

If you or any member of your family rely on a *life support system* such as a respirator or an artificial kidney machine, please tell us in advance and remind us when you report the emergency.

APPLICATION FOR SERVICE

Customers must apply for service or to transfer existing service at least two (2) business days in advance. You may come in person to the Customer Service Office or fax a completed application form to (301) 739-4028. Customers may be required to pay past-due bills and/or security deposit before service is given or transferred. Customers must call (301) 790-4160 to confirm receipt and approval of application. Fax transmission of the application is not proof that a service will be given. Application forms are available on the City's and Hagerstown Light Dept. websites at www.hagerstownmd.org & www.hagerstownlight.org. All persons on an account shall be customers of record. Each customer of record may be required to show proper identification and other documents such as a lease contract.

All new service is provided to customers on a 30-day conditional basis. During this period, service

may be discontinued after proper notice if material facts were omitted or misrepresented on the application for service.

SECURITY DEPOSITS

The purpose of a security deposit is to guarantee the payment of a final bill. It is not intended nor can it be applied against any delinquent or current bills. Deposits thus avoid the imposition of the burden of uncollectible bills on the rest of our customers.

For *residential customers*, deposits may be required unless the applicant otherwise establishes credit. Alternate methods of establishing credit may be found in Commission regulations (COMAR 20.30.02). The amount of the deposit will be two-twelfths of the applicant's estimated charges for the next 12 months, but not less than \$5.00. The company will not require an initial security deposit from residential applicants 60 years of age or older, with satisfactory proof of age.

A customer with established credit who fails to pay a bill by the expiration date of a termination notice may be required to re-establish credit by paying a deposit in addition to paying the outstanding bill and reconnection charge, if a prior deposit has been refunded or applied to the account. (COMAR 20.30.02.03 B & 20.30.01.03 B)

A present or former customer applying for service may be required to re-establish credit if he/she owes an outstanding bill, was terminated during the last 12 months because of nonpayment of a bill, failed to pay a bill by the due date on more than two occasions in the last 12 months, is more than two months in arrears, or the conditions of service or basis of original credit have materially changed. (COMAR 20.30.02.03 A & 20.30.01.03 A)

Simple interest accrues at an annual rate of .25% and is effective from January 1, 2011 to December 31, 2011. This rate is adjusted annually by the Commission. After 12 months, during which timely bill payments have been made, and with no disconnection of service, the deposit, together with accrued interest, will be refunded or applied to the electric account. The Billing Office will issue a receipt at the time of deposit. Keep this receipt until your deposit is applied or refunded. If requested by a customer, we will provide a means by which a deposit amount between \$50 and \$150 may be paid in installments over a period of at least 8 weeks, or if the deposit exceeds \$150, over a period of at least 12 weeks.

For *non-residential customers*, deposits are required if the applicant has not established satisfactory security or credit, or the customer is delinquent in paying bills. Alternate methods of establishing credit may be found in Commission regulations (COMAR 20.30.01). The amount of deposit shall not exceed the maximum estimated charge for two consecutive billing periods. Simple interest accrues at an annual rate of .25% from January 1, 2011 to December 31, 2011. This rate is adjusted annually by the Commission.

Further details concerning security deposit regulations will be found in the respective Orders of the Public Service Commission which are available at our offices and at the Commission's offices.

WHEN YOU MOVE

If you are moving within our service area, you must apply for service at least two business days in advance to ensure timely service connection. You may apply in person at the Customer Service Office or you may call (301) 790-4160. Each customer is required to show proper identification or give out information over the

phone to ensure identity of the customer transferring the service. A security deposit and payment of past-due bills may be required prior to the move and a new connection fee will appear on the first bill.

If you are moving outside our service area, you must have service discontinued by calling or appearing at the Customer Service Office located at City Hall. We will request your new address and your final bill will be forwarded to you after we have made a final meter reading. Please request a service order confirmation number for your records.

METER READING AND BILLING POLICIES

Your meter is read approximately the same date each month. Unusual conditions such as severe weather, locked gates, unfriendly dogs, etc. may prevent reading on the scheduled day. If your meter is not read on schedule, a back-call will be completed and a special reading will be taken. If we are unable to make a special reading, your consumption will be estimated. An estimated reading is indicated on your bill by the word "ESTIMATED" on the front of the bill.

This estimated reading will be based on your previous usage of electricity, the weather and the number of days in the billing period. Sometimes our estimated readings are too high or too low. However, such errors will be automatically adjusted when the next actual reading is taken.

If you continue to get estimated bills because the meter reader cannot gain access to the meter, you should telephone (301) 790-4160 to give specific instructions for meter readers to gain access to the meter. Access instructions may include telling the meter reader to "come to the side door," "obtain the key from the neighbor," or for an elderly customer, "knock loud

and wait.” This information will be recorded for the meter reader. In those instances where a meter reader cannot gain access to your premises to obtain a meter reading, the number of estimated readings shall be limited to 2 times. Thereafter your service is subject to termination with prior notice.

Bills are mailed monthly to all customers. A sample bill is shown on page 8. Be certain your mail receptacle is properly marked so the Postal Service will deliver your bill. Please contact our office if you do not receive a monthly bill.

PAYING YOUR BILL

Bills are due within 21 days of the billing date which appears on the stub of your bill.

We offer the following payment options:

1. By mail. Be certain to include the bill stub with your payment. Send a check or money order. **DO NOT SEND CASH.** Please write your account number on your check or money order.
2. In person at the cashier window in City Hall, 1 E. Franklin St.
3. Automatic debit from a checking or savings bank account (ACH).
4. Internet payment by credit cards only (Visa, Master Card, Discover) at www.hagerstownmd.org.
5. Walk-up drop box at City Hall, along N. Potomac St. entrance.
6. Credit or debit cards by telephone.

Currently, we do not apply late charges. However, changing conditions may force us to impose these charges on accounts not paid within 21 days.

UNDERSTANDING YOUR BILL

The following steps illustrate how an electric bill is calculated. By following these steps you can verify the accuracy of your bill calculation. You may obtain the rates applicable to your account by calling our office.

1238 kWh @ .06263/kWh	\$77.54
Purchase Power Adjustment	
1238 kWh at .0239/kWh	29.59
RGGI Credit	-0.38
Siting Surcharge	
1238 kWh at .00015	.19
MD Franchise Tax 1238 kWh at .00062	.77
MD Universal Service Charge	.37
NET TOTAL BILL	\$108.08

An explanation of the items as they appear on your bill and in the above calculations are as follows: (Please refer also to the sample bill on page 8.)

1. Service address: This is the location to which service was furnished.
2. Your account number. Please refer to it when making inquiries concerning your billing.
3. The date on which your meter was read.
4. Your current meter reading.
5. The constant is the factor by which your meter reading is multiplied to determine total kilowatt hours used.
6. The number of kilowatt hours consumed during the billing period.
7. The amount of your basic bill, calculated in accordance with the current rate schedule, as filed with the Public Service Commission. The rate schedule

Sample Bill

Return This Portion with Your Payment

JOHN DOE
123 MAIN ST
HAGERSTOWN MD 21740-0123

Current Charges Due By Oct 09, YY	Total Payment Due 108.08	AMOUNT ENCLOSED \$ _____
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Account No: 09-12248.049

LIGHT DEPARTMENT

16

Make Check Payable To:



09-12248.049
JOHN DOE
123 MAIN ST
HAGERSTOWN MD 21740-0123

CITY OF HAGERSTOWN
PO BOX 1498
HAGERSTOWN MD
21741-1498



CITY OF HAGERSTOWN LIGHT BILL

1 E. Franklin Street, PO Box 1498, Hagerstown, MD 21741

For Questions About Your Bill Call 301-790-4160

Name: JOHN DOE
Service: 123 MAIN ST
Location: HAGERSTOWN, MD

1

2

ACCOUNT NUMBER
09-12248.049
Statement Date: 09/18/YY

Meter Reading and Usage

Meter No.	Reading Dates		Days	Readings		Mult.	Usage In KWH's
	From	To		Beginning	Ending		
#31102	Aug 15, YY	Sep 14, YY	30	14272	15510	x1	1,238

3

4

5

6

Current Service Charges

ELECTRICITY:	
Residential Service Rate 01	7 77.54
1238 kWh at \$.06263	8 29.59
Purchased Power Adjustment	9 -0.38
1238 kWh at .0239	10 .19
RGGI Rate Credit	11 .77
Siting Surcharge	12 .37
1238 kWh at \$.00015/kWh	
MD Franchise Tax .00062/kWh	
MD Universal Service Charge	
TOTAL CURRENT CHARGES	\$108.08

14

Account Activity

Balance from last bill	83.20
Payments through 9/14	83.20-
Balance at billing	13 .00
Current Service Charge	108.08
ACCOUNT BALANCE	15 108.08

Usage Comparison

Period Ended	Days	Usage Per Day
9/14/YY	30	41 kwh's
9/15/YY	30	42 kwh's

Amount Due

Current Amount Due by Oct 09, YYYY

MESSAGE: Thank you for the prompt payment of your last bill.

is available upon request.

8. Purchase power adjustment charge: This is equal to the number of kilowatt hours used, times the purchase power adjustment factor for the billing period. (See explanation on page 10.)
9. The Maryland Strategic Energy Investment Fund receives auction revenues from the ten-state Regional Greenhouse Gas Initiative ("RGGI") for use in reducing state energy consumption and peak demand through energy efficiency, conservation, demand response and clean energy programs. Twenty-three percent (23%) of the money received in the fund is allocated to provide rate relief as a flat monthly rate credit per Residential customer. The size of the credit is determined by the amount of money available from the auction and the number of active residential customers in the state. The **RGGI Rate Credit** will be included on the Residential customer bills of each electric utility in accordance with a Commission approved methodology. The credit may vary depending on the actual revenues received, the methodology prescribed by the Commission and number of active Residential customers.
10. Siting Surcharge: This is a surcharge imposed by the State of Maryland to fund the environmental program relative to the siting of new power plants in the State. This is determined by the State each year and is currently .00015/kWh.
11. State Franchise Tax: This tax is imposed at a rate of \$0.00062 per kilowatt hour of consumption for all customers.
12. Universal Service Program Surcharge: This surcharge is to help assist low income electric customers within the state who are having difficulty paying for their electric usage. For residential cus-

tomers, a \$0.37 flat rate per month is applied. For commercial and industrial customers, the rate is based on the customer's total prior year billings.

13. Any balance remaining from the last bill.
14. Compares average daily use this billing period with the same period last year, if at the same service address more than a year.
15. Total amount due: This is the total of items 7, 8, 9, 10, 11, 12 and 13 (if applicable).
16. Detachable remittance stub: Includes your account number. Return with your payment in the remittance envelope provided.

Note: Maryland 6% retail sales tax applies to all bills except residential accounts.

Purchased Power Adjustment:

The City purchases all of its electricity requirements on a monthly basis at wholesale prices from Allegheny Energy Supply, Incorporated and passes the cost to City customers without any profit or mark-up. In this way, customers of the City enjoy the benefits of economies of scale and reliability as afforded by a large utility.

Of the total wholesale cost to the City, the majority is included in the City rates that are billed to its customers. However, it is not possible to predict what the entire costs will be, due to fluctuations caused by varying usage patterns and changing weather conditions.

The Maryland Public Service Commission (PSC) grants the City authority to recover the full amount of the cost variances from its customers, who are the ultimate consumer of electricity. This is done through the Purchased Power Adjustment (PPA) clause, itemized as a separate line item on each customer bill.

Calculations justifying the PPA are filed with the MD

PSC. The PPA rate is adjusted monthly to reflect the current amount paid by the City for power supply. The City is physically audited each year by a representative of the MD PSC to verify the correctness of the PPA.

TERMINATION POLICIES

Permissible Grounds for Service Termination:

Your electric service may be discontinued immediately, without notice, for any of the following reasons:

1. Conditions on your premises determined by the HLD to be hazardous.
2. Tampering with our equipment and property.
3. Unauthorized use of service by any method, including diversion of electricity around a meter.
4. Use of equipment which will adversely affect our equipment or our service to other consumers.

Your electric service may be disconnected with 7 days notice for any of the following reasons:

1. Application for service was made in a fictitious name.
2. Application for service was made without disclosure of a material fact or by misrepresentation of a material fact.
3. Application for service was made by an individual for the purpose of assisting another person to avoid payment of an outstanding bill.
4. Application was made in the name of a person who does not live on the premises to be served, without disclosure of the person's actual address.
5. Application was made in the name of a third party

without disclosing that fact or without obtaining bona fide authority from the third party.

6. Application was made for use in a dwelling unit where one or more co-occupants previously maintained an account for the dwelling unit and failed to pay or make arrangements to pay the bill or undisputed portion of a disputed bill.
7. Application was made for use in a dwelling unit by co-occupants and one of the co-occupants had an account at a prior dwelling and failed to pay or make arrangements to pay the outstanding bill or undisputed portion of the disputed bill.

Your electric service may be discontinued with 14 days notice for any of the following reasons:

1. Failure to pay your bill.
2. Failure to pay a required deposit.
3. Failure to provide access to our meter and equipment.
4. Violation of or non-compliance with the applicable rules of the Public Service Commission or our tariff as filed with the Public Service Commission.

Prior to service being turned off for non-payment of a service bill or deposit, you will be mailed written notice. This notice will give you at least fourteen (14) days in which to make payment. This notice will carry your mailing and service addresses, the reason why service denial is being contemplated, and the amount in question. This notice will show a final date for you to either remit payment or make mutually satisfactory payment arrangements. A new termination notice does not supercede outstanding unpaid, termination notice(s). Alternate payment plans may be made at the customer's request, by contacting the billing office in advance of actual termination.

If a customer disputes the proposed termination, he shall do so in accordance with the provisions of COMAR 20.32.01.

Reconnection of Service:

We will reconnect your electric service in a reasonable time after the conditions causing the disconnection have been corrected. The charge for reconnecting service at your meter is currently at \$15.00 during normal working hours. Additional charges apply for reconnection after normal working hours or for reconnection at a location other than the meter. A security or additional security deposit may also be required. Cash/money order and credit card payments are the ONLY forms of payments acceptable to restore service. Personal checks will NOT be accepted.

Procedures for Special Cases:

If you or someone in your home is *seriously ill* or relies on *life-support equipment*, your service will not be terminated for an initial period of up to 30 days beyond the scheduled termination date, *provided you notify us* within 14 days of receiving the termination notice or before the date on which termination is scheduled, whichever comes first. It is also your responsibility to provide us with a certificate (written in a form provided by the MD Public Service Commission) from a licensed physician stating that one or more of these conditions is present. The certificate must be given to us no later than the scheduled termination date. The certificate must be in writing and must contain *all* of the following:

1. The name and address of the ill person.
2. A statement that the ill person is the customer or an occupant of the premises to be disconnected.
3. The name and address of the certifying party.
4. The nature of the illness or the need for life-support equipment.

5. A statement that termination will aggravate the illness or prevent use of life-support equipment.

You must also promptly enter into an agreement with the company for payment of the unpaid bills and current amounts due for service. Certification may be renewed by providing another certificate.

If you or someone in your home is *elderly or handicapped*, please notify us. Before terminating service, we will attempt to contact you by:

1. Telephoning during business hours, or if no one is at home, during the evening after 6 p.m.; or
2. Visiting the premises and leaving a copy of the notice of termination with you or with a responsible person aged 18 or older; or
3. Leaving a copy of the termination notice if no one is home.

If we are able to make contact with you, we will tell you about possible sources of financial assistance and of the availability of alternate payment plans.

Please Note: It is your responsibility to notify our office that you or someone in your home is elderly, handicapped, has a serious illness or relies, on life-support equipment.

Customer Rights and Remedies:

A customer who wishes to dispute the reasons for termination of service or to dispute a bill shall be responsible for contacting the Customer Service Department. We will promptly conduct an investigation and report the findings to the customer. Pending resolution of proceedings involving a disputed bill, the customer may be required to pay only the undisputed portion of the bill. If this portion is paid, service may not be terminated. If, following investigation into a disputed bill, we determine that the disputed service has been provided and the bill was properly executed, we

will inform the customer of this determination and may require full payment of the bill.

Within seven (7) days of being notified of our determination, the customer may file a complaint with the Office of External Relations of the Public Service Commission. The complaint may be written or oral and should contain the following information:

1. The name, address and account number of the customer.
2. The reason(s) for the proposed termination.
3. The amount of the bill in dispute.

Alternate Payment Plans:

A customer may negotiate an alternate payment plan with us if the customer is unable to pay the bill. This alternate plan will take into account the circumstances and financial resources of the customer. The plan negotiated may be put into writing and signed by the customer. If the customer fails to meet the obligations under the plan, we will notify the customer that termination procedures will commence immediately.

Residential Disconnections During Cold Weather:

From November 1 through March 31, we will not terminate service to occupied residential buildings for non-payment of bills unless we first certify to the Public Service Commission (PSC) by affidavit that the termination will not constitute a threat to the life or health of the residential occupants. The affidavit must be filed with the PSC at least 24 hours prior to a service termination. We will personally notify residential customers during the winter period of our intent to terminate service. The Customer Service Office will also make every effort to arrange an acceptable payment plan with residential customers.

Residential Disconnections During Extreme Weather Periods:

We will not terminate service to occupied residential buildings for nonpayment of bills during extreme weather period. Extreme weather period means a period of 72 hours beginning at 6 a.m. on any given day comprised of three consecutive 24-hour segments during any one of which the temperature, as forecast, is expected to be 32 degrees Fahrenheit or below or is expected to be 95 degrees Fahrenheit or above during the segments.

ENERGY ASSISTANCE

For information regarding the Maryland Energy Assistance Program (MEAP), or the Electric Universal Service Program (EUSP), please contact:

Washington County Community Action Council
101 Summit Avenue
Hagerstown, Maryland 21740
(301) 797-4161

UTILITY SERVICE PROTECTION PLAN (USPP)

In cooperation with the Maryland Public Service Commission and the Maryland Energy Assistance Program (MEAP), the Light Department offers this program to further assist low-income customers:

1. No MEAP eligible customer will have service discontinued for nonpayment from November 1 through March 31. MEAP customers who would otherwise be subject to termination will be encouraged to make payment arrangements.
2. Between November 1 and March 31, reconnection will be provided to all MEAP eligible custom-

ers who have arrears of less than \$400. A security deposit or reconnection fee will not be charged. A payment plan will be arranged to amortize any arrearage of up to \$400. First-time applicants for the USPP program may elect to apply all or part of the MEAP benefit to past arrearages to qualify for reconnection.

3. Any MEAP eligible customer subject to service termination as of March 31 will be offered the opportunity to arrange a payment plan to bring the account to a current status. Arrangements will take into consideration the customer's income, the annual cost of electric service, and the customer's payment history during the heating season. Each payment plan will be determined through personal counseling with the customer.

INQUIRY, SERVICE, AND COMPLAINT PROCEDURES

Customers with questions and requests regarding service, reliability indices information, or complaints may either contact our Customer Service Office by mail, by telephone, or in person. Someone will be available during normal business hours to assist you in such matters. Questions about your bill, a request for a deposit, disconnection notices, and reconnection of service should be referred to the Customer Service Office. It will be helpful if you gather all relevant papers. Be sure you have your account number, bills, previous correspondence, and cancelled checks if necessary. Usually problems can be solved with just one contact. If your problem requires more investigation than our customer service representative can provide, it will be referred to a supervisor for prompt resolution.

The HLD will handle all customer complaints in a prompt, courteous manner. In the event of a dispute regarding any bill, we will make a thorough investigation. The customer shall permit a City representative entrance to their property during normal working hours.

The customer may request an account review at a convenient time during normal office hours and may be accompanied by other individuals.

Upon receipt of a customer's initial complaint prior to the due date, we will extend to the customer additional time to allow for investigation and review of the complaint. We will not discontinue service, send a notice of discontinuance of service, or require the customer to provide a security deposit during this investigation period. Payment time after settlement of the complaint shall not exceed the time afforded other customers of undisputed bills.

In the unlikely event that the HLD representative cannot resolve your problem, you may ask to talk with our Customer Service Supervisor. She or he will contact the proper person in the HLD who may be needed to resolve the problem.

Normally, you and our representative will be able to reach a satisfactory solution to the problem. If we are unsuccessful, you may call or write the Public Service Commission:

Office of External Relations
Public Service Commission of Maryland
6 St. Paul Street
Baltimore, Maryland 21202
Toll Free Phone: 1-800-492-0474
MD Relay Service (TT/Voice) 1-800-735-2258
Business Hours: 8:00 a.m. to 5:00 p.m.
Monday through Friday except holidays

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RECYCLE!

It is the intent of the City to provide within the incorporated areas of the City a means for all residents to recycle reusable items and to promote the health, safety, and welfare of the citizens of the City. Therefore, the City collects at curbside mixed paper, commingled glass, plastic, and aluminum, as well as yard waste. Visit the City website at **hagerstown-md.org** for more details on these recycling programs or call the city at (301) 739-8577 Ext 106 to ask questions or to obtain recycling bins.

BEFORE YOU EXCAVATE

For safety to persons and property, and to prevent loss of service to the public, State law requires that persons planning to excavate notify all public service companies of their plans to excavate at least 48 hours in advance (excluding Saturdays, Sundays, and legal holidays), and that they not begin excavation until they have been advised by all public service companies.

Within the corporate limits of Hagerstown, all persons excavating must notify Miss Utility (800-257-7777) for the marking of underground electric lines.

AVERAGE PAYMENT PLAN

This payment option is available to residential customers who wish to avoid the payment fluctuations caused by electric heating and air-conditioning costs. Account with two late payments will automatically be taken out of this option. Contact Customer Service for details (301) 790-4160.

City of Hagerstown
Light Department
P.O. Box 1498
Hagerstown, MD 21741



This pamphlet is printed on recycled paper.