

Deferred Payment Agreement

Customer

Name: _____

Address: _____

Account#: _____

The total Amount owed to (UTILITY NAME) for this account as of MM/DD/YYYY is \$XX.XX.

(UTILITY NAME) is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, (UTILITY NAME) may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, (UTILITY NAME) may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call (UTILITY NAME) at 1-800-XXX-XXXX**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer

Signature: _____

Date: _____

This agreement has been accepted by (Utility Name). If you and (Utility Name) cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

HEFPA Compliance Documents: Asset Check List

CONFIDENTIAL

Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income? _____

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each _____

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____

8. List other assets (i.e., Stocks and Bonds):

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses \$ _____
- Medical expenses \$ _____
- _ Telephone bills \$ _____
- Utility bills \$ _____
- Mandatory loan/credit card payments \$ _____
- Other \$ _____

BUDGET BILLING PLAN (“Plan”)

Customer Name: _____

Address: _____

Account# _____

Under this Plan, (UTILITY NAME) agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$ XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. (UTILITY NAME) reserves the right to recalculate such monthly payment to reflect either an increase or decrease in the average monthly consumption.

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, (UTILITY NAME) shall true up your account based on a comparison of the billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe (UTILITY NAME) a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

[] Yes! I would like Budget Billing:

Acceptance of Agreement

Customer Signature: _____

Date: _____

Return one signed copy to (UTILITY NAME) LLC by MM/DD/YYYY.

HEFPA Quarterly Billing Plan ("Plan")

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, (UTILITY NAME) agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

Yes! I would like Quarterly Billing:

Customer Signature: _____

Date: _____

Return one signed copy to (UTILITY NAME) by MM/DD/YY.

Past Due Reminder Notice

**CUSTOMER
NAME:** _____

**PREMISE
ADDRESS:** _____

**ACCOUNT
NUMBER:** _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to **(UTILITY NAME)** for this account as of MM/DD/YYYY is: \$XX.XX.

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

(UTILITY NAME)

(ADDRESS)

(Toll-Free Number)

Customer Name: _____
Address: _____
City, State, Zip: _____
Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

Final Termination Letter

FINAL TERMINATION NOTICE _____ DATE

Customer Name: _____
Address: _____
Account# _____

Dear (customer name):

By letter dated MM/DD/YY, (UTILITY NAME) notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in (UTILITY NAME) terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (XXX) XXX-XXXX. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

(UTILITY NAME)

Credit and Collections