

FENNIMORE MUNICIPAL UTILITIES

Customer Name _____ **Account #** _____

DEFERRED PAYMENT AGREEMENT

This Deferred Payment Agreement is made between Fennimore Municipal Utilities and _____ (Customer) on the following terms and conditions:

1. Utility and customer agree that the outstanding balance owed by Customer to Utility for service is \$ _____ of which \$ _____ is delinquent.
2. Customer agrees to pay Utility said balance in installments being made on and in the amount of:

Down Payment:

DATE: _____ AMOUNT: \$ _____

Payment Schedule

DATE: _____ AMOUNT: \$ _____

DATE: _____ AMOUNT: \$ _____

DATE: _____ AMOUNT: \$ _____

DATE: _____ AMOUNT: \$ _____

DATE: _____ AMOUNT: \$ _____

DATE: _____ AMOUNT: \$ _____

3. In order to avoid future disconnections, the customer must pay a reasonable amount of the outstanding bill, agree to pay the remaining outstanding balance in installments, and agree to pay the current bill by the due date. Failure to adhere to the rules outlined in this deferred payment agreement will result in the entire balance becoming due, and payable without further notice. Such failure shall also result in the disconnection process to take place as allowable per the Public Service Commission of Wisconsin.
 - (a) You have the right to suggest a different payment agreement
 - (b) If you believe the terms of this agreement are unreasonable, DO NOT SIGN
 - (c) If you and utility cannot agree on terms, you may ask the commission to review the disputed issue
 - (d) If you sign this agreement, you agree that you owe the amount due under the agreement
 - (e) Signing this agreement does not affect your responsibility to pay for your current service. Allowing any bill for current service to become delinquent places you in default of this agreement

Date: _____

Signature of Customer

Representative of Fennimore Utilities

Customer Phone #

PSC 185.38 Deferred payment agreement.

(1) A utility is required to offer deferred payment agreements to residential accounts and encouraged to offer such agreements to other customers.

(2) Every deferred payment agreement entered into due to the customer's inability to pay the outstanding bill in full shall provide that service shall not be discontinued if the customer pays a reasonable amount of the outstanding bill, agrees to pay the remaining outstanding balance in installments, and agrees to pay the current bill by the due date.

(3) For purposes of determining reasonableness in sub. (2), the parties shall consider the customer's ability to pay, including the following factors:

(a) Size of the delinquent account;

(b) Customer's payment history;

(c) Time that the debt has been outstanding;

(d) Reasons why the debt has been outstanding;

(e) Any other relevant factors concerning the circumstances of the customer such as household size, income, and necessary expenses.

(4) A deferred payment agreement offered by a utility shall state immediately preceding the space provided for the customer's signature and in bold face print at least 2 sizes larger than any other print used, that:

(a) You have the right to suggest a different payment agreement;

(b) If you believe the terms of this agreement are unreasonable, DO NOT SIGN IT;

(c) If you and the utility cannot agree on terms, you may ask the commission to review the disputed issues;

(d) If you sign this agreement, you agree that you owe the amount due under the agreement;

(e) Signing this agreement does not affect your responsibility to pay for your current service. Allowing any bill for current service to become delinquent places you in default of this agreement.

(4m) A utility that does not require a written deferred payment agreement shall communicate to the customer all points listed in sub. (4) except those pertaining to a signature when making the arrangement with the customer. A utility shall send written confirmation of a deferred payment agreement upon customer request. The commission may require a utility to use written deferred payment agreements if it has evidence that the terms of the agreements are not being effectively communicated to customers.

(5) A delinquent amount, including late payment charges covered by a deferred payment agreement, shall not be subject to an additional late payment charge if the customer meets the payment schedule, including the current bill required by the agreement. A deferred payment agreement shall not include a finance charge.

PSC 185.38(6)(6) If an applicant for utility service or current customer has not fulfilled terms of a deferred payment agreement and there has not been a significant change in the customer's ability to pay since the agreement was negotiated, the utility shall have the right to disconnect pursuant to disconnection of service rules (s. PSC 185.37) and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.

(7) Any payments made by a customer solely in compliance with a deferred payment agreement, and not as part of a payment for other utility services, shall first be considered as payment toward the deferred payment agreement with any remainder credited to the current bill. Payments made to satisfy a current bill for utility service, which may include a portion for a deferred payment agreement, shall be credited as set forth in s. PSC 185.33 (4).

(8) If a deferred payment agreement cannot be reached because the customer's offer is unacceptable to the utility, the utility shall inform the customer in writing why the customer's offer was not acceptable.

History: Cr. Register, January, 1997, No. 493, eff. 2-1-97; CR 01-033: cr. (4m), Register October 2001 No. 550, eff. 11-1-01.