

# Tohono O’odham Utility Authority

## Schedule of Rules and Regulations

### Section XI

#### Deferred Payment Agreement Program

##### I. PURPOSE

The purpose of Deferred Payment Agreement (DPA) is to provide relief to residential customers who are experiencing financial difficulty or have a situation beyond their control hindering their ability to pay delinquent charges for utility services. DPA are restricted to residential customers with delinquent charges for electric water, sewer and telephone service that are subject to disconnection for non-payment.

##### II. TERMS

Each DPA entered into by TOUA and the Customer shall provide that service will not be discontinued if all of the following occur:

- A. Customer agrees to pay a reasonable amount of the outstanding bill at the time the parties enter into the DPA;
- B. Customer agrees to pay the current amount due on all future bills for utility service by the Due Date, in accordance with the billing and collection requirements of TOUA Rules and Regulations for Service;
- C. Customer agrees to ensure delivery of all payments so that they will be received by TOUA no later than the Due Date;
- D. Customer agrees to pay a reasonable portion of the remaining outstanding balance in installments over a period not to exceed six (6) months; and
- E. The Customer is not a party to any other DPA with TOUA, because the Customer may only have one (1) active DPA at any time.

##### III. DETERMINING INSTALLMENT PAYMENT SCHEDULE

For the purpose of determining a reasonable installment payment schedule, TOUA and the Customer shall give consideration to the following conditions:

- A. Amount of the delinquent charges.
- B. Customer’s ability to pay.
- C. Customer’s payment history.
- D. Length of time that the debt has been outstanding.
- E. Circumstances which resulted in the debt being outstanding.
- F. Any other relevant factors related to the circumstances of the Customer.

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IV. ESTABLISHMENT OF AGREEMENT/TERMINATION DATES

Any residential Customer who desires to enter into a DPA must execute such agreement and return it to TOUA for approval prior to TOUA's scheduled disconnect date for nonpayment of bills. Customer's failure to execute and return a DPA prior to the scheduled disconnect date for nonpayment shall not prevent the utility from disconnecting service for nonpayment.

V. WRITTEN AGREEMENT REQUIREMENT

DPA must be in writing and must be signed by the Customer and an authorized TOUA representative.

VI. FINANCING CHARGES

A DPA may include interest charges as approved by the Board and listed in the Schedule of Rates and Fees.

VII. DEFAULT

A. If a Customer does not fulfill all of the terms of a DPA and/or is in default, TOUA shall have the right to disconnect service pursuant to TOUA's Rules and Regulations for Service and, under such circumstances, TOUA is not obligated to offer subsequent negotiation of a DPA prior to disconnection.

B. Customer who fail to pay the full amount of the installment payment and the current bill by the Due Date, in accordance with the billing and collection requirements of TOUA Rules and Regulations for Service, are in default.