



The Power Commission of the City of Saint John

325 Simms Street - PO Box 850 - Saint John NB - E2L 4C7

tel (506) 658-5252 - customer.service@sjenergy.com

**EQUALIZED PAYMENT AND PRE-AUTHORIZED DEBIT PLAN**

NAME: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CUSTOMER NUMBER: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

**Customers may sign-up for the equalized payment plan, pre-authorized debit plan or both.**

**EQUALIZED PAYMENT PLAN**

ESTIMATED EQUALIZED MONTHLY PAYMENT: \_\_\_\_\_ STARTING: \_\_\_\_\_

I / we \_\_\_\_\_, the Customer, understand and agree that the estimated equalized monthly payment quoted above is an estimated amount to equalize my payments over a 12-month period. I further agree that once each year, a review will be made of my account, at which time the sum of my estimated equalized payments over the previous 12 months will be deducted from the sum of my actual billings over the same period. Furthermore I agree that any balance remaining will be billed to me for payment and due immediately and similarly, any amount in excess will be allowed to me as a credit on subsequent monthly billings until the difference has been exhausted.

My account will undergo a mid-year review to assess the accuracy of the estimate and my monthly amount may be adjusted accordingly at this time. In the event of a rate increase, my equalized monthly payment amount quoted above will be increased by the average residential rate increase in effect at that time without notification.

This contract shall be self-renewing from year to year or until notification of termination has been made.

CUSTOMER: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMISSION REPRESENTATIVE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PRE-AUTHORIZED DEBIT PLAN**

NAME OF FINANCIAL INSTITUTION: \_\_\_\_\_

BRANCH ADDRESS: \_\_\_\_\_

BRANCH TRANSIT NUMBER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

CHEQUING:  SAVINGS:  PLAN STARTING DATE: \_\_\_\_\_ BUSINESS: \_\_\_ OR RESIDENTIAL \_\_\_

I / we \_\_\_\_\_, the customer, hereby authorize Saint John Energy, hereafter known as the Commission, and the financial institution above to release funds for payment for regular monthly billing charges under the terms and conditions (on reverse side) of this request and as indicated above. I understand that these withdrawal amounts and dates are variable in nature. I / we warrant and guarantee that all persons whose signatures are required to sign on this account have signed this agreement below.

CUSTOMER: \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER: \_\_\_\_\_ DATE \_\_\_\_\_

Terms and conditions of the pre-authorized debit plan may be found on the reverse side of this document.

## TERMS AND CONDITIONS

- (1) This Authorization may be cancelled at any time upon notice by the customer. The customer acknowledges that in order to revoke this authorization, the customer must provide written notice of revocation to the Commission within five business days. You may obtain a sample cancellation form or further information on your right to cancel a Pre-Authorized Debit (PADs) from your financial institution or from the Canadian Payment Association's website at [www.cdnpay.ca](http://www.cdnpay.ca).
- (2) The customer acknowledges that provision and delivery of this authorization to the Commission constitutes delivery by that bank / financial institution. Any delivery of this authorization to you constitutes delivery by the customer.
- (3) The customer acknowledges that this authorization is provided for the benefit of the Commission and any such bank / financial institution is provided in consideration of bank / financial institution agreeing to process debits against my account in accordance with the rules of the Canadian Payments Association.
- (4) The Commission will provide for fixed amount PADs, notice of the amount to be debited and the due date of debiting at least ten days before the due date of the first PAD and such notice will be received every time there is a change in the amount or payment dates or with respect to variable amount PADs, written notice from the payee of the amount to be debited and the due dates of debiting at least ten days before the due date of every PAD.
- (5) The customer undertakes to inform the Commission in writing of any change in the account information provided in this authorization prior to the next due date of the PAD.
- (6) The customer acknowledges that the bank / financial institution is not required to verify that a PAD has been issued in accordance with the particulars of their authorization including, but not limited to the amount.
- (7) The customer acknowledges that the bank / financial institution is not required to verify that any purpose of payment for which the PAD is issued has been fulfilled by the Commission as a condition to honouring a PAD issued or caused to be issued by the Commission on their account.
- (8) Revocation of this authorization does not terminate any contract for goods or services that exists between the customer and the Commission. The customer's authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- (9) A PAD may be disputed by the customer under the following conditions:
  - i) the PAD was not drawn in accordance with my / out authorization (or)
  - ii) the authorization was revoked (or)
  - iii) pre-notification was not received.
- (10) The customer, in order to be reimbursed, acknowledge that a declaration must be completed and presented to the bank / financial institution holding the account up to and including 90 days in the case of a personal PAD or up to and including 10 business days in the case of a business PAD, after the date on which the PAD in dispute was posted to the account.
- (11) The customer acknowledges that a claim on the basis that the authorization was revoked or any other reason, is a matter to be resolved solely between the Commission and the customer when disputing any PAD after 90 days in the case of a personal PAD or 10 business days in the case of a business PAD.
- (12) The customer has certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any PAD that is not authorized or is not consistent with the terms of this PAD agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).