



neighbors taking care of neighbors

HOMETOWNE ENERGY

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RESIDENTIAL CREDIT APPLICATION

**** ATTACHED TP-385 TAX FORM REQUIRED**

Name: _____ Co-appl.Name: _____

Billing Address: _____ Town: _____ State _____ Zip _____

HomeTelephone# _____ Work Telephone# _____ Cell phone Number: _____
(Can you receive calls at work Y N)

Social Security # _____ Co-Appl Social Security # _____
(required for credit approval process)

E-mail address: _____ **** I Am a Senior Citizen (Age 65 or older)!!** _____

Do you own or rent? _____ If renting, name of Landlord _____ Telephone# _____

Products (please check all products that you wish to purchase)

_____ Fuel oil _____ Additized Fuel Oil (outside tanks) _____ Propane*

**New Propane accounts require a Hometown Energy salesman follow-up.*

Delivery Address: _____

Check the plan you are applying for:

(SS Number on next page necessary for both plans)

_____ **Premier 30 Day Billing Plan**

_____ **Budget Payment Plan**

_____ **10 month (Starts August only)**

_____ **12 month (Starts May – November only)**

FOR OFFICE USE ONLY

Acct# _____ DIV _____ TYP _____ CLN _____ CRT _____ FCHG _____ KOA Y/ N CAT _____ Statement / Invoice / Both

Sort Code _____ BSM _____ NBP _____ BPA _____ OSD _____ SAL _____ PBC _____ PBB _____

See next page for Terms and Conditions and Required Signatures

Terms and conditions
PLEASE READ CAREFULLY
Signature Required at Bottom of Page

- A. **Payment Date: IF CREDIT APPROVED:** Hometowne Energy bills will be paid within 30 days of the invoice date to avoid a **FINANCE CHARGE**. **PAYMENT FOR NON CREDIT APPROVED ACCOUNTS** is due BEFORE deliveries or service calls will be made to the customer
- B. **Default:** If I do not pay my **OPEN ACCOUNT** total due within the time specified:
1. A **FINANCE CHARGE** may be computed on the unpaid Average Daily Balance. I will pay a **FINANCE CHARGE** determined by multiplying the Average Daily Balance by the appropriate periodic rate of 2.0% per month (**ANNUAL PERCENTAGE RATE 24%**).
 2. A **SHUT-OFF** of my gas supply may occur.
 3. A **SPECIAL TRIP CHARGE** will be incurred for run-outs or turning my gas service back on. (automatic customers)
 4. A deposit or COD may be required.
- I further agree that if I do not abide by the terms and conditions of this agreement I:
5. Waive any claim for loss, damage or injury which may result.
 6. Will pay reasonable legal fees and collection costs incurred by Hometowne to retrieve its property or collect overdue payments.
- C. **Equipment:** I understand that the tanks (propane or diesel skid tanks), regulators, blocks and other special equipment are the property of Hometowne Energy and **TITLE TO THAT EQUIPMENT** remains with Hometowne. While I am using that equipment I agree that:
1. I will not tamper with or move this equipment.
 2. I will not allow anyone else to service, put gas in or use the equipment.
 3. I will notify Hometowne when any appliances connected to this service are added, removed or replaced.
 4. Hometowne has reasonable access to its equipment for service, maintenance or removal.
- D. **Delivery Provisions:** I understand that Hometowne will make every attempt to maintain a dependable supply of propane and/ or oil, however Hometowne makes no warranties, nor assumes any liability for consequences if the system runs out of propane or oil
1. I agree to maintain access to the propane tanks and oil fill in such manner to avoid undue risk, damage or injury to Hometowne employees and equipment. **Driveways and areas around the tank must be clear of snow and obstacles for delivery to be made.**
 2. I understand that if an **off route delivery** is made because I have not met the terms and conditions of this agreement, I will pay a **special trip charge** as per the **fee schedule** (available on request) in effect at the time of the **off route delivery**.
- E. **Term:** Service is terminable at will by either the customer or Hometowne. Termination shall occur when Hometowne removes its equipment from your premises and all balance owing are paid.
- ***PROPANE CUSTOMERS:** I agree that if I switch from Hometowne Energy to another supplier within one year of installation, I will be charged a fee of \$100.00 payable at time of tank termination. After the initial 1 year period from the time of installation until an additional 6 months, if I stop purchasing my propane from Hometowne Energy I will be charged a fee of \$50.00 payable at the time of tank termination. After a total period of 18 months from initial installation there will be no fee charged to terminate my account with Hometowne Energy.
- F. **Dishonored Check:** If any check of the customer is dishonored, the customer shall pay the company a dishonored check fee of twenty-five dollars. **Dishonored Credit Card:** If any credit card is dishonored upon our attempt to apply charges AFTER deliveries or service is charged to the customer's Hometowne Energy acct, the customer shall pay the company a dishonored credit card fee of twenty-five dollars. (\$25.00)

OIL:

- **Automatic customers must be credit approved.**
- **Automatic delivery continues year round as degree days and usage deem necessary. Any changes to the automatic delivery schedule must be initiated by the customer.**
- **Will Call customers must give 2 business days notification for delivery. If you must have a delivery before the two day time limit, an off route charge may apply.**
- **COD payments are due prior to or upon delivery. Hometowne Energy drivers pick up payments only in emergency situations. Hometowne Energy reserves the right to charge a \$10.00 fee for doing so.**

PROPANE:

- **All propane accounts must be automatic delivery (unless customer owns his/her tank)**
- **All propane accounts that require a Hometowne Energy propane tank loan must be credit approved. Hometowne Energy does not take on new propane customers or provide propane tanks to customers that are not credit approved.**
- **If the propane tank is owned by the customer, see the "oil" section above.**

Please read carefully before signing

The undersigned requests that an account be opened for the undersigned and in connection there with authorizes Hometowne Energy to receive and exchange information, and to investigate the references and other data collected pertaining to credit responsibility of the undersigned.

The undersigned has read and agrees to the above terms and conditions of any type of account with Hometowne Energy. Said terms and conditions apply to any and all charges applied to the undersigned's Hometowne Energy account.

-PROMISSORY NOTE-

In order to induce Hometowne Energy to extend credit from time to time, the undersigned agrees to personally guarantee and warrant the prompt payment when due of every claim now or hereafter owing by debtor, as well as any collection costs including attorney fees and interest of 2% per month, 24% annually, starting 20 days from time of sale. Any delinquent accounts turned over to an outside collection agency will be charged a \$50.00 handling fee. NOTICE: "The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status. The Federal Agency which administers compliance with this law concerning this energy company is the Federal Trade Commission, Washington D.C. 20580."

Signature
Application will not be processed if not signed.

Date
Co-Applicant Signature

Certification of Residential Use of Energy Purchases

Complete this certification and give it to your supplier.

Account number (from utility bill or fuel bill)				Type of structure (college dorm, commercial with upstairs residential, etc.)	
Name					
Street address					
City	County	State	ZIP code	_____% Percentage of residential use for property indicated above.	
A new certification must be filed when there is a change in residential use.					
If this certification is for another location, give address				Signature of claimant	
Street address					
City	County	State	ZIP code	Title	Date

The sales tax reduction and petroleum business tax (PBT) exemption on the purchase of residential energy sources and services is based on the allocation of space between residential and nonresidential use.

Section 301-b(d) of the Tax Law exempts from the measure of tax imposed on petroleum businesses the gallonage of diesel motor fuel (which includes kerosene and heating oil) and residual heating. Kerosene (that has not been mixed or blended to produce motor fuel, diesel motor fuel, or residual petroleum product, or been used or sold as fuel to operate a motor vehicle) is exempt from the PBT pursuant to section 301-b(a) of the Tax Law.

Section 1105-A of the Tax Law provides for an exemption from the statewide sales and compensating use taxes imposed on energy sources and services (i.e., fuel oil, natural gas, electricity, etc.), when sold for residential use. Section 1210(a)(3) and 1210(b)(3) of the Tax Law provides for either a reduction in the rate of local sales and compensating use taxes, or an exemption from local taxes, with respect to energy sources and services sold for residential use.

Who should use this form

If you purchase energy sources (or services) for premises that have residential and nonresidential space but only one tank for the storage of energy sources (or only one meter for services), you should complete this certification and give it to your supplier.

This certification can be issued to make tax exempt purchases of any of the residential energy sources or services exempted under the sections of the Tax Law cited above.

For applicable local sales and use tax rates for jurisdictions that impose tax on residential energy, refer to Form ST-100.3 (or Form ST-810.3), *Quarterly Schedule B* (consumers' utility and fuel tax, for the specific period).

Allocation formula

Use the following allocation formula to determine the percentage of residential use when the premises consist of both residential and nonresidential space. Common areas (areas for both residential and nonresidential use) are not included in the formula. Hotels, motels, etc., may claim as residential only those units used by the same occupant for at least 90 consecutive days (180 days in New York City).

$$\frac{\text{Square footage of residential use (excluding common areas)}}{\text{Total square footage of premises (excluding common areas)}} = \text{\% applicable to residential use}$$

If 75% or more of the space is for residential use, the entire sale of fuel or other energy sources is deemed to be for residential use, and the entire sale is exempt from the PBT (if petroleum

product is purchased) and the New York State portion of the sales tax. Your supplier will collect any local sales tax applicable on your purchase.

If less than 75% of the space is for residential use, the percentage for residential use is rounded to the nearest 10%, and only that percentage of the sale of fuel or other energy sources is exempt from PBT and the New York State portion of the sales tax. Any local sales tax imposed will apply at the reduced rate on only that percentage. The remaining percentage of the sale is subject to the PBT and all state and local sales tax.

If you have a building that is part commercial and part residential and you have two separate storage tanks, one for residential heating and one for commercial heating, you cannot use the allocation formula. Purchases of residential energy sources stored in the tank solely for residential use will be exempt from the PBT and the state portion of the sales and use tax, but will be subject to any applicable local tax. Purchases of energy sources stored in the tank for nonresidential use will be subject to the PBT and the state and local sales and use tax. The same principle applies if two separate meters provide services for residential and nonresidential use.

Example 1: Mr. Jones owns a two-story building. He operates a delicatessen on the first floor and has a private residence on the second. The building has two storage tanks for heating oil, one for the residence and one for the delicatessen. Fifty percent of the property is residential. Since there are separate tanks for residential and commercial uses, all the fuel pumped into the residential tank will be exempt from the PBT and subject to sales tax at the local rate only. All the fuel pumped into the commercial tank will be fully taxable (even if — for example — only 30% of the total fuel purchased is delivered into the commercial tank).

Example 2: The facts are the same as in Example 1, except that there is only one storage tank for the entire building. Since the building (based on square footage) is 50% commercial and 50% residential, the owner will be allowed to purchase 50% of the fuel subject only to the local sales tax, but must pay all applicable taxes on the remaining 50%.

Instructions for completing the form

1. Enter the account number that appears on your bill.
2. Enter your name and billing address. If you claim residential use for a location other than the billing address, indicate this address in the space provided.
3. Describe the type of structure and indicate the percentage of residential use rounded to the nearest 10% (see formula).
4. Send the completed certification to the utility company or fuel dealer from whom you purchase your energy.