Town of Bath/Berkeley Springs Water Works

271 Wilkes Street, Berkeley Springs, WV 25411

Ph: 304-258-1102/304-258-1290 Fx: 304-258-2638

# DEFERRED PAYMENT AGREEMENT

(DELINQUENT WATER/GARBAGE BILLS)

This AGREEMENT, made this day of \_, by and between the Customer of record and this Utility, concerning a debt now due and owing to the Utility in the amount of $

# WITNESSETH

That for and in consideration of these promises, of the parties to one another, the Customer(s) hereby agrees to pay the Utility the arrearage in the amount of $ and, further agrees that during the period of time covered by the Agreement, the Customer(s) shall pay each current month's Utility Bill for the utility service rendered in the Customer(s) name(s) at the address shown below on or before the due date shown on each Utility billing. Further, the Utility agrees to not terminate such water service for such debt now due and owing, unless the Customer(s) fails or refuses to meet the terms of this Agreement by not making the proper and timely payment as set forth below.

* It is clearly understood that failure to comply with these terms shall be proper cause for the termination of Utility service. If the deferred payment is not received in accordance with the terms of the Agreement or the payment is made with a check subsequently dishonored by the bank, the utility may terminate service after it has mailed written notice, by first class mail, to the customer at least five (5) days, excluding Saturdays, Sundays, and state or federal holidays, prior to termination: provided that at the option of the utility, either personal contact or telephone contact with the customer may be substituted for contact by first class mail. However, if the customer has, during the previous twelve (12) months, attempted to make payment by a check which was subsequently dishonored by the bank the utility may refuse the customer’s check and immediately terminate service without additional notice.
* The details of the deferred payment Agreement are to be negotiated between the Utility and the Customer(s) and may consider several factors, including but not limited to the following: amount of the bill, ability of the customer to pay, payment history, time the debt has been outstanding, reasons why the debt has been outstanding, and any other relevant factors; provided that the Agreement requires payment of the current bill plus a specific amount per month on the arrearage.

\*It is the responsibility of the Customer(s) to inform the Utility (and to substantiate the same) when the Customer's financial conditions significantly change, and the existing payment Agreement works a hardship. If such is documented by the Customer(s), the Utility shall renegotiate the payment agreement consistent with the Water Rules; however, the Customer must time the current bill and make some payment on the arrearage.

\*If termination of Utility service occurs, the entire past due balance will be due and payable to the Utility. In addition, any reconnection and disconnection charges provided in the Utility's tariff as well as a security deposit may be required prior to the restoration of water service.

PAYMENT DUE DATE AGREEMENT AMOUNT DUE

Customer Signature: Date:

Address: Account #:

Received By: Date: