

KANAWHA FALLS PUBLIC SERVICE DISTRICT
DEFERRED PAYMENT AGREEMENT
(DELINQUENT WATER AND/OR SEWER BILLS)

This AGREEMENT, made this _____ day of _____, _____, by and between the Customer of record, account number _____ 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; provided, that the Customer(s) is given proper notice in accordance with the Water and/or Sewer Rules.

The details of the deferred payment Agreement are to be negotiated between the Utility and the Customer 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 and/or Sewer Rules; however, the Customer must timely pay the current bill and make some payment on the arrearage.

The Customer(s) has the right to appeal the reasonableness of the proposed payments to the **PUBLIC SERVICE COMMISSION**. The Utility shall advise the Customer(s) of the Commission's toll free number in order to perfect such an appeal. During the pendency of the appeal, the service may not be terminated; provided, however, that the current bill must be paid by the Customer(s) in order to protect their rights under the Commission's Rules.

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: ON OR BEFORE THE 20TH OF EACH MONTH

AGREEMENT: ACCOUNT MUST BE BROUGHT CURRENT WITHIN _____ MONTHS

ADDITIONAL MONTHLY AMOUNT: \$_____ PLUS CURRENT BILL

**KANAWHA FALLS
PUBLIC SERVICE DISTRICT**

UTILITIES
Box 448
Gauley Bridge, WV 25085

By: _____

CUSTOMER'S SIGNATURE

ADDRESS