

Milton Municipal Utilities Commission
Water and Sewer Department
1139 Smith Street • Milton, WV 25541
Phone: (340)-743-3422 • Fax: (304) 743-1872

DEFERRED PAYMENT AGREEMENT
(DELINQUENT WATER AND OR SEWER SERVICE BILLS)

This AGREEMENT, made this _____ day of _____, _____, by and between _____ the Customer of record, account number _____ And this Utility, Milton Municipal Utilities, 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 \$ _____, which may be subject to carrying charge at an annual interest rate of 6%, over a specified period as set forth below; and further agrees that during the period of time covered by the Agreement, the Customer(s) name(s) at the address shown below on or before the due date shown on each Utility billing. If the Utility decides to collect a carrying charge on the arrearage, it shall only be entitled to an amount equal to, ½ % interest on the arrearage remaining each month and the Utility shall not have a tariff provision which allows the Utility to charge interest on unpaid balances. Further, the Utility agrees to not terminate such water service for such debt now due and owing, unless Customer(s) fails or refuses to meet terms of this Agreement by not making the proper and timely payments as set forth below.

It is clearly understood that failure to comply with these terms shall be proper cause for the termination of Utility services; 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(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 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(s) must timely pay the current bill and make some payment in the arrearage.

