

Account # \_\_\_\_\_

## Deferred Payment Agreement

### City of Tomah Water Utility

Name of Customer: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_ (daytime)

\_\_\_\_\_ (evening)

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#### AGREEMENT MADE BY AND BETWEEN THE CITY OF TOMAH WATER UTILITY AND CUSTOMER

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Customer hereby acknowledges that he/she is unable to pay the outstanding bill for utility service provided to the above address in the amount of \$\_\_\_\_\_.

The parties wish to enter this Deferred Payment Agreement pursuant to PSC 185.38, Adm. Code, and agree to the following terms and conditions:

(1) The City of Tomah Water Utility will not disconnect utility service provided the customer:

(a) **CUSTOMER AGREES TO PAY IN FULL ANY BILL FOR CURRENT SERVICES BY THE DUE DATE!**

(b) Pays 50% of the outstanding bill, being \$\_\_\_\_\_ immediately;

(c) Pays the remaining outstanding balance in up to 4 installments on the dates as set forth below.

\$\_\_\_\_\_ on \_\_\_\_\_ \$\_\_\_\_\_ on \_\_\_\_\_

\$\_\_\_\_\_ on \_\_\_\_\_ \$\_\_\_\_\_ on \_\_\_\_\_

Account # \_\_\_\_\_

- (2) If a customer does not fulfill the terms of this Deferred Payment Agreement and there has not been a documented significant change in the customer's ability to pay since the Agreement was negotiated, **the utility shall have the right to disconnect the utility service and shall not be required to offer a subsequent Deferred Payment Agreement prior to disconnection.**
- (3) Any payments received under this Agreement will be applied first to the agreed upon installment payments, with the remaining amount being applied to current charges.
- (4) In the event service is disconnected, it shall not be reconnected without payment of all past due charges and payment of the reconnection charge (\$30.00).
- (5) The failure of the City of Tomah Water Utility, at any time, to insist upon strict performance or observance of any term, agreement or condition contained in this Agreement shall not be construed as a release of any right of the City hereunder or applicable laws or as a waiver of any right to enforcement, including but not limited to the discontinuance of service.
- (6) Pursuant to section (4) of the PSC 185.38, Adm. Code, you are hereby notified as follows:
  - (a) **You have the right to suggest a different payment arrangement;**
  - (b) **If you believe the terms of this Agreement are unreasonable, DO NOT SIGN IT.**
  - (c) **If you and the City of Tomah Water Utility cannot agree on terms, you may ask the Public Service Commission to review the disputed issues;**
  - (d) **If you sign this agreement, you agree that you owe the amount due under the Agreement; and**
  - (e) **Signing this Agreement does not affect your responsibility to pay for your current service. Allowing any bill for current service to become delinquent places you in default of this Agreement.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF TOMAH**

**CUSTOMER**

\_\_\_\_\_  
\* \_\_\_\_\_

\_\_\_\_\_  
\* \_\_\_\_\_