

## Section 23: Deferred Payment Agreement

- A. the District is required to offer deferred payment agreements only to residential accounts. Every deferred payment agreement entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays a reasonable amount of the outstanding bill and agrees to pay a reasonable portion of the remaining outstanding balance in installments until the bill is paid.
- B. For purposes of determining reasonableness under these rules the parties shall consider the:
1. Size of delinquent account.
  2. Customer's ability to pay.
  3. Customer's payment history.
  4. Time that the debt has been outstanding.
  5. Reasons why debt has been outstanding.
  6. Any other relevant factors concerning the customer's circumstances.
  7. A deferred payment agreement offered by the District shall state immediately preceding the space provided for the customer's signature and in bold face print at least two (2) sizes larger than any other used thereon, that "IF YOU ARE NOT SATISFIED WITH THIS AGREEMENT, DO NOT SIGN. IF YOU DO SIGN THIS AGREEMENT YOU GIVE UP YOUR RIGHT TO DISPUTE THE AMOUNT DUE UNDER THE AGREEMENT EXCEPT FOR the District'S FAILURE OR REFUSAL TO FOLLOW THE TERMS OF THIS AGREEMENT."
- C. A deferred payment agreement shall not include a finance charge.
- D. If an applicant for utility service has not fulfilled terms of a deferred payment agreement, the District shall have the right to disconnect pursuant to disconnection of service rules and under such circumstances, it shall not be required to offer subsequent negotiation of a deferred payment agreement prior to disconnection.
- E. Any payments made by a customer in compliance with a deferred payment agreement or otherwise shall first be considered made in payment of the previous account balance with any remainder credited to the current bill.