

**Lakehaven Water and Sewer District
Delinquent Account Payment Plan Agreement
(Interim Plan)**

This Agreement by and between the Lakehaven Water and Sewer District, a municipal corporation of the State of Washington (hereinafter "District") and _____, (hereinafter "Customer").

WHEREAS, the District provides water and sanitary sewer service pursuant to authority granted under Chapter 57 of the Revised Code of Washington, and

WHEREAS, Customer receives water and/or sewer service from the District, and

WHEREAS, Customer currently has a balance owing for water and/or sewer service that is delinquent under District resolution, and

WHEREAS, under Proclamation of the Governor of the State of Washington ("Governor"), water/sewer utilities are directed to offer payment plans to customers experiencing financial difficulty associated with the COVID-19 Emergency, and

WHEREAS, the District's Board of Commissioners has adopted Resolution No. 2020-1339 establishing a Delinquent Account Payment Plan, and

WHEREAS, the District has offered Customer the opportunity to enter into this Delinquent Account Payment Agreement (hereinafter "Agreement") and Customer determining that the execution of the Agreement is in its best interests:

NOW THEREFORE, be it agreed as Follows:

1. The parties have determined to enter into this Agreement under authority of District Resolution No. 2020-1339, the provisions of which are incorporated herein in full.
2. As of _____, Customer owes a balance of \$_____ on Account No. _____ for property located at _____.
3. Customer will pay the existing delinquent balance over the period of time indicated by the X below: Unless approved by the District in writing, payments shall be no less than the delinquent balance divided by the number of months allocated for payment below.

___ Account Balance – (\$200 – less than \$400) - Six (6) months to pay arrearage with no interest charged on remaining balance.

___ Account Balance – (\$400 to \$600) - Nine (9) months to pay arrearage with no interest charged on remaining balance.

___ Account Balance – (greater than \$600) - One (1) year to pay arrearage with no interest on remaining balance.

4. Customer acknowledges and agrees that Customer is required to pay at least 50% of current bills accrued during the period up until the Governor ends the restrictions on terminating water service and applying penalties for non-payment to delinquent accounts.
5. Unless circumstances require otherwise and are approved by the District in writing, Customer shall make level payments during the repayment period sufficient to pay the entire balance within the duration of the payment plan. If Customer remains current on payments under this Agreement and pays at least 50% of bills that accrue until the Governor ends the restrictions on terminating water service and applying penalties for non-payment to delinquent accounts, Customer will be eligible to enter a new payment plan, referred to as the Final Payment Plan, for all amounts then delinquent. The length of the Final Payment Plan will be based on the schedules set forth in Section Three (3) above. No interest shall accrue on delinquent balances under the Final Payment Plan as long as payments remain current.
6. Customers acknowledges and agree that if Customer does not remain current on the Interim Plan payments, including payments on current bills, Customer will be required to pay the entire balance within 90 days of the date the Governor ends the restrictions on terminating water service and applying penalties for non-payment to delinquent accounts. Interest and penalties will thereafter apply and service may be terminated if full payment is not made within the 90-day period.

CUSTOMER:

LAKEHAVEN WATER & SEWER DISTRICT

Printed Name: _____

Phone: _____

Email: _____

Kay Anthony, Customer Service Manager

Phone: (253) 946-5422

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