

**(Reconciliation Agreement)**  
**MCLOUD COMMUNITY SERVICES**  
**AGREEMENT**

This Installment Payment Agreement (Agreement) is entered into by and between the McCloud Community Services District, a community services district formed and operating pursuant to the provisions of government Code Section 61000 et seq., (District), and (Customer).

**RECITALS**

1. District provides water and sewer service parcels of real property located within its jurisdictional boundaries, including the real property owned by customer consisting of the following:

Siskiyou County Assessor Parcel No. \_\_\_\_\_;  
address: \_\_\_\_\_, McCloud, CA (property).

2. The District's Ordinances provide for payment of monthly bills for water and sewer service.

3. The District's Ordinances further state that if the bill is not paid and becomes delinquent, utility service will be shut off and additional fees will be charged. When service is disconnected due to non-payment of bills, service shall not be resumed until payment of all charges and fees is received.

4. Customer has one utility account with district. The account number is \_\_\_\_\_. Account \_\_\_\_\_ is in delinquent status. As of the date of this agreement, customer's delinquent amount owed is: \$\_\_\_\_\_.

5. Customer has requested that this delinquent amount be paid in installments.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The parties hereto agree that the correct amount of the delinquency of account \_\_\_\_\_ is \$\_\_\_\_\_.

2. District hereby agrees to waive its right to full and immediate payment of the delinquent utility charges in consideration for which customer agrees to maintain account \_\_\_\_\_ in current status and to make installment payments to District in a total amount of the balance due specified in Section 4 above by paying the following installment amounts on the following installment dates:

<u>Installment No.</u>	<u>Due Date</u>	<u>Amount Due</u>
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3. Should customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement,

Customer agrees that District may, at its option, immediately terminate utility service to the property by giving written notice to customer. Customer waives any and all other notification procedures and processes.

4. Should customer default in the performance of its promises to pay installment payments as specified in this Agreement, or materially breaches any of the other provisions of this Agreement, customer agrees that all delinquent charges shall be immediately due and owing and shall become collectable pursuant to this Agreement.

5. In addition, in event of such default by customer in performance of its promises specified in this Agreement, district retains all of its remedies to collect such delinquent charges as specified in Government Code Section 61115 as follows: (1) to record a lien against the property and all other real property owned by customer in Siskiyou County in the amount of the total balance of the delinquency not paid by customer as promised in the terms of this Agreement; and (2) the remedy of requesting the county auditor to place the amount of any delinquent water and sewer charges on the property tax rolls prepared with respect to the property in the next fiscal year following the date of default in order to collect such delinquent payments by means of the county's property tax collection procedures. The district retains the right to exercise any and all of these remedies either individually or collectively.

\_\_\_\_\_  
General Manager/Finance Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Constituent

\_\_\_\_\_  
Date