**Section 735.80 Deferred Payment Agreements**

a) Applicability

 Residential customers who are indebted to a company for past due utility service shall have the opportunity to make arrangements with the company to retire the delinquent amount by periodic payments referred to hereinafter as a Deferred Payment Agreement. All applicants for service, nonresidential customers and customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to a company for past due utility service, may have the opportunity, at the discretion of the company, to make arrangements with the utility to retire the debt by periodic payments referred to hereinafter as a Deferred Payment Agreement.

b) Terms and Conditions

 The terms and conditions of a Deferred Payment Agreement shall be determined by a company after consideration of the following:

1) size of the past due account;

2) customer's or applicant's ability to pay;

3) customer's or applicant's payment history;

4) reasons for the delinquency; and

5) any other relevant factors relating to the circumstances of the customer's or applicant's service.

c) Downpayment

 A company may require an applicant for residential service or a residential customer to pay no more than ¼ of the amount past due and owing at the time of entering into a Deferred Payment Agreement. The company may require an applicant for business service or a business customer to pay no more than ⅓the amount past due and owing at the time of entering into the deferred payment agreement. The company shall allow the customer or applicant a minimum of four months from the date of said agreement and a maximum of twelve months in which to complete payment pursuant to a Deferred Payment Agreement.

d) Agreement to be in Writing

 A Deferred Payment Agreement shall be in writing, with a copy provided to the applicant or customer, and shall conform to the following requirements:

1) the applicant or customer shall be required to pay all future bills for utility service by the due date; and

2) the applicant or customer shall retire the delinquent amount according to the terms of the Deferred Payment Agreement.

e) Default and Disconnection

 If an applicant or customer shall default upon any payment due under the Deferred Payment Agreement, all amounts owed pursuant to the agreement become payable immediately and a company shall have the right to discontinue service, pursuant to proper notice.