City of St. Marys
418 Second Street, St. Marys, WV 26170
304-684-2401

Deferred Payment Agreement

This **AGREEMENT,** made this _____ day of _____, 201__, by and between _____ the customer of record, account number _____ and this utility, the City of St. Marys, concerning a **delinquency** now due and owing to the City of St. Marys in the amount of $_____.

Witnesseth

That for and in consideration of these promises, of the parties to one another, the Customer(s) hereby agrees to pay the City of St. Marys the **delinquency** in the amount stated above, and further agrees that during the period of time covered by the Agreement, the **Customer(s) shall pay in full each current month's Utility bill for the utility service rendered in the Customers(s') names(s) at the address shown below on or before the twentieth (20th) of each month**. Further the Utility agrees to not terminate such water service for such delinquency now due and owing, unless the Customer(s) fails or refuses to meet the terms of this Agreement by not making the proper and timely payment as set forth below.

It is clearly understood that **failure to comply with these terms shall be proper cause for the termination of Utility service**; Provided, That the Customer(s) is given proper written notice, by first class mail, at least five (5) calendar days, excluding state or federal holidays, prior to termination in accordance with the Commission's Water and/or Sewer Rules.

The details of the deferred payment Agreement are to be negotiated between the Utility and the Customer and may consider several factors, including but not limited to the following: amount of the delinquency, ability of the customer to pay, payment history, time the delinquency has been outstanding, reasons why the delinquency has been outstanding, and any other relevant factors; provided that the Agreement requires payment of the current bull plus a specific agreed upon amount per month on the delinquency.

It is the responsibility of the customer(s) to inform the Utility (and to substantiate the same) when the Customer's financial conditions significantly change and the existing payment Agreement works a hardship. If such is documented by the Customer(s), the Utility shall renegotiate the payment agreement consistent with the Water and/or Sewer Rules; however, the Customer must pay the current bill on time and in full and make some payment on the delinquency.

The Customer(s) has the right to challenge the reasonableness of the proposed payments to the Public Service Commission by calling the Commission's toll free number 1-800-344-5113 in order to perfect such a challenge. During the challenge, the service may not be terminated; provided, however, that the current bill must be paid on time and in full by the Customer(s) in order to protect their rights under the Commission's Rules.

If termination of Utility service occurs, the entire delinquency will be due and payable to the Utility. In addition, any disconnection and reconnection charges provided in the Utility's tariff as well as a security deposit may be required prior to the restoration of water service.

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PAYMENT SCHEDULE				
AMOUNT DUE	**DUE DATE**		**AMOUNT DUE**	**DUE DATE**

REASON FOR DEFERRAL REQUEST:

_____

_____

_____

_____

Customer Name: _____

Mailing Address: _____

Physical Address: _____

Home Phone: _____Cell Phone:_____

Signature: _____ Date: _____

City of St. Marys Representative:

_____ Date: _____

FOR OFFICE USE ONLY

ENTERED: _____