PSC NO: 90 GAS NEW YORK STATE ELECTRIC & GAS CORPORATION INITIAL EFFECTIVE DATE: 12/01/12

LEAF: 40 REVISION: 1 SUPERSEDING REVISION: 0

GENERAL INFORMATION

8. BILLING AND COLLECTIONS: (CONT'D)

- G. Deferred Payment Agreement (DPA): (Cont'd)
 - (2) Non-Residential: (Cont'd)
 - (b) A deferred payment agreement shall obligate the customer to make timely payments of all current charges and may require the customer:
 - (i) To make a down payment of up to 30 percent of the arrears on which an outstanding termination notice is based, or the cost of twice the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; or
 - (ii) If a field visit to physically terminate service has been made, to make a down payment of up to 50 percent of the arrears on which an outstanding termination notice is based or the cost of four times the customer's average monthly usage, whichever is greater, plus the full amount of any charges billed after the issuance of the termination notice which are in arrears at the time the agreement is entered into; and
 - (iii) To pay the balance in monthly installments of up to the cost of the customer's average monthly usage or one-sixth of the balance, whichever is greater; and
 - (iv) To pay the late payment charges on any unpaid installments, including any unpaid regular bills issued for service provided during the period of the agreement; and
 - (v) To pay a security deposit in three installments, 50 percent down and two monthly payments of the balance, provided the deposit was previously requested under Rule 8.O; and
 - (vi) To pay the outstanding charges in monthly installments of up to the cost of one-half of the customer's average monthly usage or one-twenty-fourth of such charges, whichever is greater, when a deferred payment agreement is offered to a customer with a backbill exceeding the cost of twice the average monthly usage or \$100.00, whichever is greater, pursuant to Rule 8.G.(2).(a).