

M. Deferred Payment Agreement - Residential: (Cont'd.)

unable to agree upon specific terms, the Company will offer an agreement with the following terms:

- (a) A downpayment up to 15 percent of the amount covered by the payment agreement or the cost of one-half of one month's average use, whichever is greater, or if the amount covered by the agreement is less than one-half of one month's average usage, 50 percent of such amount; and
- (b) monthly installments up to the cost of one-half of one month's average use or one-tenth of the balance, whichever is greater

5. Effective Date of the Agreement:

The copy of the written agreement must be signed by the customer and returned to the Company in order to be valid and enforceable. In the case of customers who are subject to final notice of termination, the signed agreement must be returned to the Company by the day before the earliest day on which termination may occur in order to avoid termination. If the agreement is not signed and returned as required, the Company will terminate service.

6. Renegotiating Agreements:

If a customer or applicant demonstrates that his or her financial circumstances have changed significantly because of circumstances beyond his or her control, the Company will amend the terms of the agreement to reflect such changes.

7. Broken Agreements:

If a customer fails to make timely payment of installments in accordance with a payment agreement, the Company will send a reminder notice before sending a final notice of termination. If a customer fails to pay an installment by the 20th day after payment was due and has not negotiated a new agreement, the Company will demand full payment and send a final notice of termination in accordance with 16 NYCRR 11.4 and 11.10 and Rule J. of this tariff.

N. Discontinuance of Service - Non-residential:

1. Termination of Service:

- (a) Conditions for termination: