..DID: 3840 ..TXT: PSC NO: 12 GAS LEAF: 48 COMPANY: THE BROOKLYN UNION GAS COMPANY REVISION: 0 INITIAL EFFECTIVE DATE: 10/01/98 SUPERSEDING REVISION: STAMPS: Cancelled by 1 Rev. Leaf No. 48 Effective 10/01/1998 RECEIVED: 06/01/98 STATUS: Cancelled EFFECTIVE: 10/01/98 GENERAL INFORMATION - Continued

II. Terms of Agreement

A deferred payment agreement will obligate the non-residential customer to make timely payments of all current charges. A deferred payment agreement offered pursuant to section A(1) of this paragraph may require the non-residential customers:

- a. To make a downpayment of up to thirty percent (30%) of the arrears on which an outstanding termination notice is based, or the cost of twice the non-residential 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
- b. In the event a field visit to physically terminate service has been made, to make a downpayment of up to fifty percent (50%) of the arrears on which an outstanding termination notice is based or the cost of four times the non-residential 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
- c. To pay the balance in monthly installments of up to the cost of the non-residential customer's average monthly usage or one-sixth of the balance, whichever is greater; and
- d. To pay late payment charges during the period of the agreement; and
- e. To pay a security deposit in two installments, 50 percent down with the balance due two months after the initial deposit payment, if previously requested in accordance with the Regulations.

Issued by: Robert J. Fani, Senior Vice President, Brooklyn, New York