

..DID: 1197  
..TXT: PSC NO: 89 GAS LEAF: 80  
COMPANY: NEW YORK STATE ELECTRIC & GAS CORPORATION REVISION: 0  
INITIAL EFFECTIVE DATE: 11/07/97 SUPERSEDING REVISION:  
STAMPS:  
CANCELLED by Supplement 1 effective 01/01/00  
RECEIVED: 08/20/97 STATUS: Cancelled EFFECTIVE: 11/07/97

### GENERAL INFORMATION

#### 34. DEFERRED PAYMENT AGREEMENT (DPA): (CONT'D)

##### B. Non-Residential Customers: (Cont'd)

##### (4) Terms of Agreement: (Cont'd)

- (ii) 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 (4) 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 (1/6) of the balance whichever is greater; and
  - (iv) To pay late payment charges during the period of the agreement; and
  - (v) To pay a security deposit in three (3) installments, fifty percent (50%) down and two (2) monthly payments of the balance, if previously requested in accordance with Section 13.B of this Schedule.
- (c) A deferred payment agreement offered pursuant to Section 34.B.(1)(a)(i) of this Schedule, may require the customer to pay the outstanding charges in monthly installments of up to the cost of one-half (1/2) of the Customer's average monthly usage or one twenty-fourth (1/24) of such charges, whichever is greater.
- (d) A deferred payment agreement may provide for a greater or lesser downpayment, a longer or shorter period of time, and payment on any schedule, if mutually agreed upon by the parties.
- ##### (5) Broken Agreements:
- (a) The first time a customer fails to make timely payment in accordance with a deferred payment agreement, the Company shall give the Customer a reasonable opportunity to keep the agreement in force by paying any amounts due under the agreement.

Issued By: George E. Bonner, Vice President - Gas Operations & Marketing, Binghamton, NY  
(Name of Officer, Title, Address)