

14.3 Deferred Payment Agreement - Non-residential Customers: (Cont'd.)

(d) 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 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 late payment charges 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, if previously requested in accordance with Rule 4.B.
- (3) A deferred payment agreement offered pursuant to (a)(1)(i) of this rule, may require the customer 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.
- (4) 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.

(e) Broken Agreements:

- (1) 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.
- (2) Except as provided in (1) above, if a customer fails to comply with the terms of a deferred payment agreement, the Company may demand full payment of the total outstanding charges and send a final termination notice in accordance with Rule 14.A.(b)(3)(ii).