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COMPANY: NIAGARA MOHAWK POWER CORPORATION REVISION: 0
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GENERAL INFORMATION

15. BILLING AND COLLECTINS: (continued)

15.8.8.4 To pay late payment charges during the period of time the agreement covers, if so stipulated pursuant to Rule 15.8.10.3.

15.8.8.5 To pay a security deposit in three installments, 50 percent down and two monthly payments which total the remaining 50 percent of the deposit amount provided that the deposit has been previously requested.

15.8.9 A deferred payment agreement entered into by the Company and the customer pursuant to Rule 15.8.1.2, will obligate 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.

15.8.10 A deferred payment agreement form shall:

15.8.10.1 Set forth in general terms of the agreement.

15.8.10.2 Indicate the due date for each installment, and the exact dollar amount of each installment, separately itemized to show the arrears payment, and the security deposit payment, as applicable.

15.8.10.3 Indicate whether the agreement is subject to late payment charges, and if so, either set forth the exact dollar amount of the late payment charge to be paid with each installment or, if late payment charges are to be billed on the customer's regular cycle bill, a late payment charge disclosure statement. The disclosure statement shall include the late payment charge rate, on both a monthly and annualized basis, how it is calculated, how and when the late payment charges will be billed, what the total cost of the late payment charges on the agreement will be if the agreement is fully complied with, and a notice that the total late payment charges may be greater or less than the disclosed cost if the customer makes payments either early or late.

Issued By: Albert J. Budney, Jr., President, Syracuse, New York