



SECTION NO. 11
TERMINATION OF SERVICE

- A. Restrictions on Termination of Service; Recordkeeping and Repayment
1. The Company shall not terminate service to a customer due to delinquency in payment for services rendered to a prior Customer at the service address where service is being provided, unless the prior Customer continues to reside at the service address.
 2. The Company shall not terminate service to a Customer due to the Customer's failure to pay for services or equipment that are not regulated by the Commission.
 3. The Company shall not terminate service to a customer due to the customer's nonpayment of a bill related to another class of service.
 4. The Company shall not terminate service to a Customer due to the Customer's failure to pay the portion of a bill imposed to correct a previous underbilling due to an inaccurate meter or meter failure, provided that the Customer agrees to pay the portion of the bill attributable to correction of underbilling in full over a period of months agreed upon by the Customer and the Company. The Company shall comply with Section 9(C)(3) and Section 10(E) when calculating the underbilling amount to be paid.
 5. The Company shall not terminate residential service to a Customer who has an inability to pay if the Customer establishes, on an annual basis, through documentation from a licensed medical practitioner:
 - a. That, in the opinion of the licensed medical practitioner, termination of service would be especially dangerous to the health of the Customer or to the health of a permanent resident residing at the Customer's service address, or
 - b. That there is medically necessary equipment used in the home that is dependent on Company service for operation.
 6. The Company shall not terminate service to a Customer who has an inability to pay until the Company has complied with subsection (E) and completed all of the following:
 - a. The Company has informed the Customer of the availability of funds from various government and social assistance agencies and provided the Customer the contact information for those agencies;
 - b. If a third party has been previously designated by the Customer to receive delinquency and termination information, the Company has notified the third party that the Customer's bill is delinquent and allowed the third party at least five business days to communicate with the Company and to make arrangements for the delinquent Company bill;

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- c. At least 48 hours before the date upon which termination is scheduled to occur, the Company has:
 - i. Provided at least two written notices of the termination, using the Customer's preferred method of communication, to the Customer, and, if applicable, the Customer's designated third party; and
 - ii. Telephoned the Customer and, if applicable, the Customer's designated third party to provide notice of the termination by attempting to speak to the Customer, the Customer's designated third party, or an adult resident of the Customer's service address; or by attempting to leave a voice message.
 - d. The Company may partner with local stakeholders; nonprofits; public health agencies at the state, county, and local level; and local community service agencies to provide in-person notice of termination;
 - e. The Company shall keep pace with technological advancements in communication and augment the requirements of this subsection to utilize the most effective means of informing the Customer of delinquency and termination; and
 - f. Beginning on April 15, 2022, and on each April 15 thereafter, the Company shall file a report containing the Company's policy for compliance with subsection (A)(6).
7. If a Customer, the Customer's designated third party, or an adult resident of the Customer's service address threatens the Company or a Company employee, the Company shall document the threatening occurrence. The Company shall maintain documentation of all threatening occurrences related to a Customer's account for the entire period during which the Customer continues to be a Customer and for at least one year after the Customer ceases to be a Customer.
8. The Company shall retain the records demonstrating its compliance with subsection (A)(6) for at least three years.
9. The Company may require a Customer who service is not terminated under subsection (A)(4) or (A)(5) to enter into a deferred payment agreement with the Company within seven (7) business days after the date on which service otherwise would have been terminated. The Company shall allow at least a single missed payment or a single partial payment in a 12-month period at the request of the Customer without any consequence. If there is more than one missed or partial payment, the payment plan agreement will be considered as breached. If the payment plan is in breach, the current payment plan may be amended, or a new payment plan may be created. Both the Company and the Customer have a duty to act in good faith in negotiating a payment plan.
10. The Company shall not terminate service to a Customer's service address due to the Customer's failure to pay the bill of another Customer as guarantor thereof.
11. The Company shall not terminate service due to a Customer failure to pay the disputed portion of a bill if the Customer has complied with section 12(B).

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12. The Company shall adopt only one of the following conditions under which is shall not terminate residential service:
- a. During any period of time for which the National Weather Service has issued a winter weather advisory in the area of the Customer's service address; or
 - b. During any period of time for which the local weather forecast, as predicted by the National Weather Service, indicates that the weather in the area of the Customer service address:
 - i. Will include temperatures that do not exceed 32° F; or
 - ii. Will include other weather conditions that the Commission has determined, by order, are especially dangerous to health.
13. The Company shall specify, in its tariffs, the provision of subsection (A)(12) that the Company has chosen to comply with and shall comply with the provision. The Company has chosen to comply with subsection (A)(11)(b).
14. The Company shall not terminate residential service to a Customer unless the Company's call center and office or business facilities are open and available to the public on the day of termination and the day following the day of termination.
15. The Company shall not terminate residential service to a Customer if the Customer has paid at least half of the Customer's delinquent bill balance within the last 25 days or if the Customer's delinquent bill balance is less than or equal to \$100.00.
16. If a residential Customer has a deposit with the Company, the Company shall use the deposit to pay any delinquent amount on the residential Customer's account before terminating service and shall allow the residential Customer time to reestablish the deposit in installments over a period of at least four (4) months.
17. Beginning on April 15, 2022, and on each April 15 thereafter, the Company shall file a report containing the Company's payment plan policy for residential customers.

B. Termination of Service Without Advance Written Notice; Recordkeeping requirement

1. Notwithstanding subsection (A), the Company may terminate service to a Customer's service address without advance written notice if:
- a. Failure to terminate service would result in an obvious hazard to the safety or health of the Customer, the general population, or the Company's personnel or facilities;
 - b. The Company has evidence of tampering or fraud related to the Customer or the Customer's service address; or

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- c. There is an unauthorized resale or use of gas services that is not in accordance with the ACC's rules and/or these Rules and Regulations or other Company Rates; or
 - d. Customer makes payment to avoid/stop disconnection for non-payment with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - e. Customer makes payment to reconnect service with a dishonored or fraudulent payment. The Company will not be required to restore service until the repayment of those funds and all other delinquent amounts are paid by cash, money order, cashier's check, certified funds or verified electronic payment; or
 - f. The Customer has failed to comply with the curtailment procedures imposed by the Company in accordance with the Company's Rates.
- 2. The Company will not be required to restore service under subsection (B)(1) until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.
 - 3. The Company shall maintain a record of each termination of service made under subsection (B)(1) for at least one (1) year and shall make the record available for inspection by the ACC upon request.
- C. Termination of Service With Notice
- 1. Except as provided in subsection (A), the Company may terminate service to a Customer's service address for any of the following reasons, provided that the Company has complied with the requirements of subsection (E):
 - a. Customer violation of any of the Company's Rates or of the Commission's rules;
 - b. Failure of the Customer to pay a delinquent bill for gas service;
 - c. Failure of a prior Customer to pay a delinquent bill for gas service where the prior Customer continues to reside on the premise;
 - d. Failure of the Customer to meet agreed upon deferred payment arrangements;
 - e. Failure of the customer to meet or maintain the Company's deposit requirements;
 - f. Failure of the Customer to provide the Company reasonable safe access to its equipment and property;
 - g. Returned or invalid payments;
 - h. Customer breach of a written contract for service between the Company and Customer; or

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- i. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction
 - j. When a hazard exists that is not imminent, but in the Company's opinion, may cause property damage;
 - k. Customer facilities that do not comply with Company requirements or specifications;
 - l. Failure to provide or retain rights-of-way or easements necessary to serve the Customer; or
 - m. The Company learns of the existence of any condition in Section 3.C., Ground for Refusal of Service; or
 - n. Unauthorized resale of Company equipment or service by the Customer.
2. The Company will maintain a record of each termination of service made under subsection (C) for at least one (1) year and shall make the record available for ACC inspection upon request.
- D. The Company will not be obligated to renotify the Customer of the termination of service, even if the Customer – after receiving the required termination of service notification – has made payment, yet the payment is returned within three (3) to five (5) business days of receipt for any reason. The original notification will apply.
- E. Termination Notice Requirements
- 1. At least ten (10) days before the Company terminates service to a Customer's service address under subsection (C), the Company shall provide the Customer advance notice of the Company's intent to terminate service.
 - 2. The Company shall provide the advance notice required by this subsection (E)(1) by providing a copy of the advance notice to the Customer and, if applicable, the Customer's designated third party, using the customer's preferred method of communication.
 - 3. The Company shall include at least the following information in an advance notice under subsection (E)(1):
 - a. The name of the customer whose service is to be terminated and the service address where service is to be terminated;
 - b. If service is to be terminated because the Customer has violated a Company Rate or Commission rule, the name of the Company Rate or Commission rule violated and an explanation of the violation;
 - c. If service is to be terminated because the Customer has failed to pay a delinquent bill for service, the amount of the delinquent bill and the date payment was due;
 - d. If service is to be terminated because the Customer has failed to meet or maintain the Company's deposit requirements, the amount the Customer has on deposit and the amount the Customer is required to have on deposit;

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- e. If service is to be terminated because the Customer has failed to provide the Company reasonable access to the Company's equipment or property, a description of the access required and a description, including dates, of the Customer's failure to provide access;
 - f. If service is to be terminated because the Customer has breached a written contract for service between the Customer and the Company, identification of the contract provision breached and a description of the circumstances constituting a breach;
 - g. If service is to be terminated because the termination is necessary for the Company to comply with an order of any governmental agency having jurisdiction, a description and, if possible, a copy of the order;
 - h. If service is to be terminated because the Customer has engaged in unauthorized resale of the Company's equipment or service, a description of the circumstances, including dates, constituting such resale;
 - i. The date on or after which service is to be terminated;
 - j. A statement advising the Customer to contact the Company at a specific address or phone number to receive information regarding any deferred payment program or other procedures the Company may offer, or to reach a mutually agreeable solution to avoid termination of the Customer's service; and
 - k. A description of the requirements of subsection (G), along with the specific address or phone number for the Customer to call to raise a dispute.
4. If a Customer has designated a third party for the Customer's account, the Company shall ensure that the third party is concurrently provided each notice, whether written or telephonic, that is provided to the Customer as required by this section.

F. Timing of Terminations with Notice

- 1. If the period of time allowed by the advance notice has elapsed and the Customer has not remedied the cause for termination to the Company's satisfaction, the Company shall provide the Customer and, if applicable, the Customer's designated third party, a final notice, two (2) days before the termination date specified, using the Customer's preferred method of communication. If the Customer has not remedied the cause for termination after the two (2) days have passed, and subsection (A) does not apply, the Company may then terminate service on or after the day specified in the final notice without giving further notice.
- 2. Notwithstanding subsection (F)(1), if a Customer's preferred method of communication is U.S. mail, the Company shall allow ten (10) days before terminating service without giving further notice.
- 3. The Company shall comply with subsection (A)(6), if applicable, before it may terminate service.

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4. The Company shall have the right but not the obligation to remove any or all of its equipment or other property installed at a Customer's service address upon the termination of service.
- G. Termination notice requirements: disputes. The Company shall ensure that a Customer is afforded the right to dispute the Company's stated reason for termination, in accordance with the following:
1. The Company shall maintain a specific address or phone number for Customers to use to raise a dispute with the Company.
 2. The Company shall notify each Customer, subject to termination, and the Customer's designated third party, that to dispute the Company's reason for termination, the Customer or the Customer's designated third party shall contact the Company at the specific address or phone number, before the scheduled date of termination, to advise the Company of the dispute and to discuss the cause for termination with a representative of the Company.
 3. If a Customer raises a dispute, the Company shall ensure that a representative of the Company, who is empowered to resolve the Customer's dispute, discusses the cause for termination with the Customer before the scheduled termination date.
 4. If the Company determines after discussion with a disputing Customer that the reason for termination is just, the Company may terminate service to the Customer, unless prohibited by subsection (A).
 5. If the Company decides to terminate service to a disputing Customer as permitted in subsection (G)(4), the Company shall inform the Customer of the termination and of the Customer's right to file a complaint with the Commission.
 6. The Company shall not terminate service if the Customer has a pending complaint before the Commission.
- H. Landlord/Tenant Rule
1. If the service address for a customer is different from the mailing address for the customer's bill, or the Company knows that a landlord/tenant relationship exists for the service address and that the landlord is the Customer of the Company, as the Company shall comply with subsections (E) and (F) as well as the following if the Customer account becomes subject to termination of service under subsection (C):

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- a. If it is feasible to provide service to the service address in the occupant's name, the Company shall offer the occupant the opportunity to obtain service in the occupant's name;
- b. If the occupant declines to subscribe to service in the occupant's name, the Company may terminate service as permitted under subsections (C) through (F); and
- c. The Company shall not require or attempt to require the occupant to pay any outstanding bills or other charges due on the account of the landlord.

I. Customer Responsibilities

- 1. A Customer shall be responsible for managing therm use when the Company is not permitted to terminate service to the Customer under subsection (A).
- 2. A Customer shall be financially responsible for any charges accrued for service during a period when the Company is not permitted to terminate service to the Customer under subsection (A).
- 3. A Customer shall, after the provision of subsection (A)(12) included in a Company's tariff no longer precludes termination:
 - a. Pay the past due amount in full; or
 - b. Pay the past due amounts through installments as billed by the Company, with no penalty for prepayment.
- 4. A Customer desiring to dispute the Company's reason for termination shall, before the scheduled date of termination, contact the Company at the specific address or phone number provided in the notice pursuant to subsection E.3.k to notify the Company of the dispute and discuss the reason for termination with a representative of the Company.

- J.** The Company shall obtain and maintain for each Customer the Customer's preferred method of communication, which may be email, U.S. mail, voice telephone call, text message, or other communication method acceptable to the Company and the Customer. Except as otherwise specified in the Rules, the Company shall communicate with a Customer and the Customer's designated third party using the Customer's preferred method of communication. If the Company does not yet have a Customer's preferred method of communication on file, the Company may use the U.S. mail.

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K. Termination of Service Reporting Requirements

Beginning on April 15, 2022, and on each July 15, October 15, January 15, and April 15 thereafter, the Company shall file a quarterly report providing the following information for each month of the previous quarter:

1. The number of residential customers whose gas service was terminated by zip code, and, if termination of service was prohibited under subsection (A)(12) and the Company's tariffs, the number of residential accounts that would have been subject to termination if not for the prohibition;
2. The number of residential Customers by zip code who have payment arrearages;
3. The total dollar amount of arrearages, by zip code;
4. The average dollar amount in arrearages per residential Customer, by residential Customer rate plan;
5. The number of commercial customers by zip code whose gas service was terminated;
6. The number of commercial customers by zip code who have payment arrearages;
7. The average amount in arrearages per commercial Customer, by commercial class;
8. The number of residential accounts enrolled in a deferred payment arrangement and the number of those residential accounts in compliance with the deferred payment arrangement;
9. The number of active and delinquent residential accounts with an arrearage of \$100 or more, disaggregated into "limited-income" accounts, "accounts with documentation from a licensed medical practitioner," and "other residential accounts";
10. The percentage of limited-income Customers in arrears who have received customer assistance due to inability to pay in the most recent quarter;
11. The number of active and delinquent residential accounts with an arrearage of \$100 or more, disaggregated into "limited-income" accounts, "accounts with documentation from a licensed medical practitioner," and "other residential accounts," and further disaggregated to show the duration of the arrearages (up to 30 days, 30 to 60 days, and 60 to 90 days);
12. A brief narrative discussing the information contained in the report; and

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13. A description of how the Company is assisting Customers who indicate they may have an inability to pay, including the following metrics:
- a. Number of calls received from residential Customers asking for bill assistance during the most recent quarter;
 - b. Number of Customers notified about tariffs for limited-income Customers, or other available tariffs, as of that most recent quarter;
 - c. Cumulative number of Customers enrolled in limited-income tariffs, or other available tariffs, as of that most recent quarter;
 - d. Cumulative number of Customers receiving assistance through the Low-Income Home Energy Assistance Program of that most recent quarter; and
 - e. Number of Customers notified of energy efficiency and weatherization options during that most recent quarter.

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