SECTION 12
TERMINATION OF SERVICE

A. Restrictions on termination of service; recordkeeping and repayment requirements

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 by the Customer and the Company. The Company shall comply with section 10(B)(3) and section 11(F)(3) 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 would be especially dangerous to the Customer's health or the health of a permanent resident residing at the Customer's service address;

   b. That there is medically necessary equipment used in the home that depends on electric service for its operation.

6. The Company shall not terminate residential service to a Customer who has an inability to pay until the Company has complied with subsection (E) and completed all 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 electric bill.

   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 to the Customer, using the Customer's contact information available to the Company, and, if applicable, the Customer's designated third party; and

SECTION 12
TERMINATION OF SERVICE
(continued)

ii. Provide an additional communication to the Customer and, if applicable, the Customer's designated third party to provide notice of the termination.

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 whose service is not terminated due to subsections (A)(4) or (A)(5) to enter into a deferred payment agreement with the Company within seven (7) 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 due to a Customer's failure to pay the disputed portion of a bill if the Customer has complied with section 14(B).

11. The Company shall adopt only one of the following conditions under which it shall not terminate residential service:

    a. 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's service address:

        i. Will include temperatures that do not exceed 32° F;
        ii. Will include temperatures that exceed 95° F; or
        iii. Will include other weather conditions that the Commission has determined, by order, are especially dangerous to health; or

SECTION 12
TERMINATION OF SERVICE
(continued)

b. During the calendar days of June 1 through October 15 of each year, which shall be specified as non termination dates in a Company's tariffs.

12. The Company shall specify, in its tariffs, the provision of subsection (A)(11) 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).

13. If the Company is prohibited from terminating a Customer's service under subsection (A)(11)(b) as adopted in its tariff, the Company shall:

    a. Notify the Customer, using the contact information available to the Company, and, if applicable, the Customer's designated third party, of:

        i. The reason the Company is not permitted to disconnect service,
        ii. The expected date on which termination of service will be permissible, and
        iii. The Customer's responsibilities under subsection (H);

    b. Not charge the Customer any late fees or assess any interest on any past due amounts that accrue during a period when subsection (A)(11)(b) applies; and

    c. Bill the Customer for the past due amounts through installments over a period of months. The deferred payment arrangement may begin during a period when subsection (A)(11)(b) applies and failure to abide by the payment arrangement can result in termination outside of when subsection (A)(11)(b) applies.

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 $300.00.

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 six (6) 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;

SECTION 12
TERMINATION OF SERVICE
(continued)

b. The Company has evidence of meter tampering or fraud related to the Customer or the Customer's service address; or

c. The Company has evidence of unauthorized resale or use of electric service; 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 during supply shortages.

2. The Company that has terminated service under subsection (B)(1) shall not be required to restore service until the situation that resulted in the termination has 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' service address for any of the following reasons, provided that the Company has complied with the requirements described in 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 electric service;

c. Failure of a prior Customer to pay a delinquent bill for electric 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. Customer breach of a written contract for service between the Company and Customer;

h. Returned or invalid payment;

i. When necessary for the Company to comply with an order of any governmental agency having jurisdiction;

j. When a hazard exists which is not imminent, but in the opinion of the Company, it may cause property damage;

SECTION 12
TERMINATION OF SERVICE
(continued)

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;

m. The Company learns of the existence of any condition in section (3)(D), Grounds for Refusal of Service; or

n. Unauthorized resale of Company equipment or service by the Customer.

2. The Company shall maintain a record of each termination of service made under subsection (C)(1) 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 10 days before the Company terminates service to a Customer's service address under subsection (C), the Company shall provide the Customer and, if applicable, the Customer's designated third party, advance notice of the Company's intent to terminate service.

2. The Company shall provide the advance notice required by 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 contact information available to the Company.

3. The Company shall include at least the following information in an advance notice required 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 tariff or Commission rule, the name of the Company tariff or Commission rule violated and an explanation of the violation;

SECTION 12
TERMINATION OF SERVICE
(continued)

c. If service is to be terminated because the Customer has failed to pay a delinquent bill for electric 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;

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 for the Customer to contact or the 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 days before the termination date specific, using the contact information available to the Company. If the Customer has not remedied the cause for termination after the two 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 the Company uses U.S. mail, the Company shall allow ten days before terminating service without giving further notice.

SECTION 12
TERMINATION OF SERVICE
(continued)

3. The Company shall comply with subsection (A)(6), if applicable, before it may terminate service.
4. The Company shall have the right but not the obligation to remove any or all of its equipment or other property installed at the Customer's service address upon the termination of service. At any time after termination of service, the Company may, without liability for injury or damage, dismantle and remove its line extension facilities.

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 the landlord is the Customer of the Company, 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):

   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

SECTION 12
TERMINATION OF SERVICE
(continued)

c. The Company will 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 energy 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)(11) 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. In a competitive marketplace, if a Customer's account with an Electric Service Provider becomes delinquent, the Electric Service Provider may not order a disconnect for nonpayment or terminate service to the Customer but may only send a notice of contract cancellation to the Customer and the Utility Distribution Company.

K. The Company shall obtain and maintain for each Customer the Customer's contact information, 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 may communicate with a Customer and the Customer's designated third party using the Customer's contact information available to the Company.

SECTION 12
TERMINATION OF SERVICE
(continued)

L. 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 electric service was terminated by zip code, and, if termination of service was prohibited under subsection (A)(11) 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 electric 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
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

SECTION 12
TERMINATION OF SERVICE
(continued)

e. Number of Customers notified of energy efficiency and weatherization options during that most recent quarter.

M. Relief for Heat-Vulnerable Residential Customers

1. The Company shall participate and collaborate in good faith with stakeholders; nonprofits; public health agencies at the state, county, and local level; and local community service agencies to address issues facing heat-vulnerable populations.

2. The Company shall propose and implement one or more programs targeting heat-vulnerable populations to address heat-related safety concerns.

3. The Company shall communicate with public health agencies at the state, county, and local level; and local community service agencies to obtain the information needed to comply with subsection (B) and to coordinate on the creation and potentially the administration of the program or programs required by subsection (B).

4. If the Company provides funding to support one or more programs targeting heat-vulnerable populations to address heat-related safety concerns, the Company may, in its next rate case or demand-side management tariff, request recovery of those costs. Recovery of the costs requested by the Company shall be allowed only if the Commission determines that the costs are prudent.