



SECTION 12
TERMINATION OF SERVICE

- A. Nonpermissible Reasons to Disconnect Service
1. The Company will not disconnect service for any of the reasons stated below:
 - a. Delinquency in payment for service rendered to a prior Customer at the premises where service is being provided, except in the instance where the prior Customer continues to reside on the premises;
 - b. Failure of the Customer to pay for services or equipment which are not regulated by the ACC;
 - c. Nonpayment of a bill related to another class of service; or
 - d. Failure to pay a bill to correct a previous underbilling due to an inaccurate meter or meter failure if the Customer agrees to pay over a reasonable period of time.
 2. The Company will not terminate residential service where the Customer has an inability to pay and:
 - a. The Customer can establish through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the Customer's health or the health of a permanent resident residing on the Customer's premises;
 - b. Life supporting equipment used in the home that depends on electric service for its operation; or
 - c. Where weather will be especially dangerous to health as defined herein or as determined by the ACC.
 3. Residential service to ill, elderly, or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted:
 - a. The Customer has been informed of the possible availability of funds from various government and social assistance agencies of which the Company is aware; and
 - b. A third party previously designated by the Customer has been notified and has not made arrangements to pay the outstanding electric bill.
 4. A Customer utilizing the provisions of subsections 2 or 3 above may be required to enter into a deferred payment agreement with the Company within ten (10) days after the scheduled termination date.
 5. Failure to pay the bill of another Customer as guarantor thereof.
 6. Disputed bills where the Customer has complied with the ACC's rules on Customer bill disputes.



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B. Termination of Service Without Notice

1. Electric service may be disconnected without advance written notice under the following conditions:
 - a. The existence of an obvious safety or health hazard to the consumer, the general population or the Company's personnel or facilities;
 - b. The Company has evidence of meter tampering or fraud; 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. Failure of a Customer to comply with the curtailment procedures imposed by the Company during supply shortages.
2. The Company will not be required to restore service until the conditions that led to the termination have been corrected to the satisfaction of the Company.
3. The Company will maintain a record of all terminations of service without notice for a minimum of one (1) year and will be available for inspection by the Commission.

C. Termination of Service With Notice

1. The Company may disconnect service to any Customer for any reason stated below provided that the Company has met the notice requirements described in Subsection 12.E. below:
 - a. Customer violation of any of the Company's Rates;
 - 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 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;



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- g. Returned or invalid payments;
 - h. Customer breach of a written contract for service between the Company and Customer;
 - 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.D., Grounds for Refusal of Service.
2. The Company will maintain a record of all terminations of service with notice for one (1) year and be available for Commission inspection.
- 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. The Company will not terminate service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect service, except under those conditions specified in Subsection 12.B. where advance written notice is not required.
 - 2. This advance written notice will contain, at a minimum, the following information:
 - a. The name of the person whose service is to be terminated and the address where service is being rendered.
 - b. The Company's Rate that was violated and explanation of the violation or the amount of the bill that the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
 - c. The date on or after which service may be terminated.
 - d. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred payment or other procedures that the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's service.



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- e. A statement advising the Customer the Company's stated reason(s) for the termination of services may be disputed by contacting the Company at a specific address or phone number, advising the Company of the dispute and making arrangements to discuss the cause for termination with a responsible employee of the Company in advance of the scheduled date of termination. The responsible employee will be empowered to resolve the dispute and the Company will retain the option to terminate service after affording this opportunity for a meeting and concluding that the reasons for termination is just and advising the Customer of his right to file a complaint with the Commission.
 - 3. Where applicable, a copy of the termination notice will be simultaneously forwarded to designated third parties.
- F. Timing of Terminations With Notice
- 1. The Company will give at least a five (5) day advance written notice prior to the termination date.
 - 2. This notice will be considered to be given to the Customer when a copy of the notice is left with the Customer or posted first class via the U.S. Postal Service, addressed to the Customer's last known address.
 - 3. If, after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for payment of the bill – or in the case of a violation of the Company's rules the Customer has not satisfied the Company that this violation has ceased – then the Company may terminate service on or after the day specified in the notice without giving further notice.
 - 4. The Company will have the right (but not the obligation) to remove any or all of its property installed on the Customer's premises upon the termination of service. Upon the termination of service the Company may, without liability for injury or damage, dismantle and remove its line extension facilities within two (2) years after termination of service. The Company will give the Customer thirty (30) days written notice before removing its facilities should the Company decide to do so, or else waive any reestablishment charge within the next one (1) year for the same service to the same Customer at the same location.
- G. Landlord/Tenant Rule
- 1. In situations where service is rendered at an address different from the mailing address of the bill or where the Company knows that a landlord/tenant relationship exists and the landlord is the Customer of the Company, and where the landlord as a Customer would otherwise be subject to disconnection of service, the Company may not disconnect service until the following actions have been taken:
 - a. Where it is feasible to so provide service, the Company, after providing notice as required in these rules, will offer the occupant the opportunity to subscribe for service in his or her own name. If the occupant then declines to so subscribe, the Company may disconnect service pursuant to the rules.
 - b. The Company will not attempt to recover from a tenant or condition service to a tenant, upon the prepayment of any outstanding bills or other charges due upon the outstanding account of the landlord.



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- H. Notwithstanding subsections (A) through (G), the Company shall:
1. Not disconnect residential service to a Customer:
 - a. From June 1 through October 15;
 - b. If the local weather forecast will include weather conditions that the Commission has determined, by order, are especially dangerous to health;
 - c. If the Customer has paid at least half of the Customer's outstanding bill balance within the last 25 days; or
 - d. If the Customer's outstanding bill balance is less than or equal to \$75.00; and
 2. Provide notice of the following, using the Customer's preferred method of communication on file, to a Customer whose service would be disconnected except for subsection (H)(1):
 - a. The Customer would have been disconnected if not for subsection (H)(1),
 - b. The reason that the Company is not permitted to disconnect service,
 - c. The Customer's continued financial responsibility for the charges accruing to the account for energy used,
 - d. The potential actions the Customer may take to prevent the disconnection of service when subsection (H)(1) no longer applies, and
 - e. The requirement to enter into a payment plan as specified in subsection (J).
- I. The Company shall not disconnect residential service unless the Company's office is open to the public on the day of disconnection and the day following the day of disconnection.
- J. A Customer whose service disconnection was prevented by subsection (H)(1) shall be required, after the no disconnect period set forth in subsection (H)(1) has ended, to either pay the outstanding bill balance or enter into a payment plan with the Company in which the Customer agrees to pay the outstanding bill balance in installments over a period of four months and to keep the Customer's account current. The Company shall not impose any late fees or interest on any past due amounts that would otherwise accrue during the period of June 1 through October 15.
- K. If a Customer is delinquent on the account and has a deposit with the Company, the Company shall use the deposit to pay the delinquent amount before disconnecting service, then allow the Customer time to repay the deposit in installments over a period of four months.