



UTAH POWER & LIGHT COMPANY
ELECTRIC SERVICE REGULATION NO. 10
STATE OF UTAH

Termination of Service and Deferred Payment Agreement

1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS

If a Customer violates the conditions under which the Company supplies service under the Service Agreement and these Service Regulations, or if he fails upon request from the Company to pay an unsecured bill for service, the Company may discontinue service upon not less than five (5) business days advance written notice stating the cause of such discontinuance, delivered to the Customer and to the premises to which service is supplied. In addition, the Company reserves the right to discontinue service upon notice for any of the following reasons:

- (a) For the use of electricity for any property or purpose other than that described in the application made therefor.
- (b) Under any flat rate service, for addition to such property or fixtures, or increase in the use to be made of electricity.
- (c) For failure to maintain in good order service entrance facilities or equipment owned by the Customer.
- (d) For tampering with any service wires, meter, seal, or any other facilities of the Company.
- (e) In case the Customer vacates premises either permanently, with or without notice to the Company, or temporarily with notice to the Company to stop service for the vacation period.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

1. TERMINATION OF SERVICE TO NON-RESIDENTIAL CUSTOMERS (continued)

- (f) For use of equipment which adversely affects the Company's service to its other Customers.
- (g) For refusal of reasonable access to property to the agent or employee of the Company for the purpose of inspecting the facilities or for testing, reading, maintaining or removing meters.
- (h) For fraudulent use of service.

Five (5) business days advance written notice will be given the Customer before service is discontinued under this provision, except in the case of danger to life or property, when the Company may discontinue service without notice.

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS

- (a) **Delinquent Account**
A residential utility service bill which has remained unpaid beyond the statement due date is a delinquent account. When an account is a delinquent account, the Company, before termination, will issue a written late notice to inform the account holder of the delinquent status. A late notice or reminder notice will include the following information:
 - (1) A statement that the account is a delinquent account and should be paid promptly; and
 - (2) A statement that the Customer should call the Company, if he/she has any question concerning the account; and
 - (3) A statement of the delinquent account balance, using a term such as "delinquent account balance."

Where the account holder responds to a late notice or reminder notice the Company will investigate any disputed issue and will attempt to resolve that issue by negotiation. During this investigation and negotiation no other action shall be taken to terminate electrical service if the account holder pays the undisputed portion of the account.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(a) Delinquent Account (continued)

A copy of the "Customer's Statement of Rights and Responsibilities" will be issued to the account holder with the first notice of impending service disconnection.

(b) Reasons for Termination

- (1)** Residential utility service may be terminated for the following reasons:
 - a. Nonpayment of a delinquent account; or
 - b. Nonpayment of a deposit where required; or
 - c. Failure to comply with the terms of a deferred payment agreement or Commission order; or
 - d. Unauthorized use of or diversion of residential utility service, or tampering with wires, meters, or other equipment; or
 - e. Subterfuge or deliberately furnishing false information for the purpose of obtaining utility service; or
 - f. Failure to provide access to meter during the regular route visit to the premises following proper notification and opportunity to make arrangements in accordance with Regulation No. 8.
- (2)** The following are insufficient grounds for termination of service:
 - a. A delinquent account, accrued prior to the commencement of a divorce or separate maintenance action in the courts, in the name of a former spouse, cannot be the basis for termination of the current account holder's service.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(b) Reasons for Termination (continued)

- b. Cohabitation of a current account holder with a delinquent account holder who was previously terminated for non-payment, unless the current and delinquent account holders also cohabited during the time the delinquent account holder received electric service, whether such service was received at the current account holder's present address or another address.
- c. Where the delinquent account balance is less than \$25.00, unless no payment has been made for two months.
- d. Failure to pay any amount in bona fide dispute before the Commission.
- e. Payment delinquency for third party services billed by the Company, unless prior approval is obtained from the Commission.

(c) Restrictions upon Termination During Serious Illness

Residential electric service may not be terminated and will be restored if terminated where such termination will cause or aggravate a serious illness or infirmity of a person living in the residence. Upon receipt of a physician's statement, either on a form obtained from the Company or on the physician's letterhead stationery, identifying the health infirmity or potential health hazard, the Company will continue or restore service for the period set forth in the physician's statement or one month, whichever is less; provided, however, that the person whose health is threatened or illness aggravated may petition the Commission for an extension of time. During the period of continued service, the account holder is liable for the cost of residential utility service. However, no action to terminate the service may be undertaken until expiration of the period of continued service.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(d) Restrictions upon Termination to Residences with Life Supporting Equipment

The Company will not terminate residential electric service to a residence in which the account holder or a resident is known by the Company to be using an iron lung, respirator, dialysis machine, or other life-supporting equipment, without specific prior approval by the Public Service Commission. Any account holder eligible for such protection can obtain it by filing a written notice with the Company. Thereupon, the Company will mark and identify all meter boxes where such equipment is used.

(e) Payments for HEAT program

The Company will not discontinue residential electric service to a low-income household for at least 30 days after receipt of utility payment from the state program on behalf of the low-income household.

(f) Termination Without Notice

The Company may terminate service without notice where, in its judgment, a clear emergency or serious health or safety hazard exists for so long as such conditions exist, or where there is unauthorized use of or diversion of residential electric service or tampering with wires, meters, or other equipment owned by the Company. The Company will immediately attempt to notify the Customer of the termination and the reasons therefor.

(g) Notice of Proposed Termination

At least 10 calendar days prior to a proposed termination of residential electric service, the Company will give written notice of disconnection for nonpayment to the account holder. The 10-day time period is computed from the date the bill is postmarked. The notice will be given by first class mail or delivery to the premises and will contain a summary of the following information:

- (1)** A statement of the Customer's Rights and Responsibilities under existing state law and Commission regulations;
- (2)** The Commission-approved policy on termination for the Company;

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(g) Notice of Proposed Termination (continued)

- (3) The availability of deferred payment agreements and sources of possible financial assistance including but not limited to all state and federal energy assistance programs;
- (4) Informal and formal procedures to dispute bills and to appeal adverse decisions, including the Commission's address and telephone number;
- (5) Specific steps that may be taken by the consumer to avoid termination (to be printed in a conspicuous fashion);
- (6) The date on which payment arrangements must be made to avoid termination; and
- (7) A conspicuous statement, in Spanish, that the notice is a termination notice and that the Company has a Spanish edition of its Customer information pamphlet and whether it has personnel available during regular business hours to communicate with Spanish-speaking Customers.

At least 48 hours prior to the time when termination of service is scheduled, the Company will make good faith efforts to notify the Customer or an adult member of the household, by mail, by telephone or by a personal visit to the residence of the scheduled termination. If personal notification has not been made either directly by the Company or by the Customer in response to a mailed notice, the Company will leave written termination notice at the residence. Personal notification, such as a visit to the residence or telephone conversation with the termination party, is required only during winter months (October 1 through March 31). All other months of the year, the mailed 48-hour notice can be the final notice prior to the termination.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(g) Notice of Proposed Termination (continued)

If termination of service is not accomplished within fifteen days following the 48-hour notice, the Company will follow the above procedures for another 48-hour notice.

The Company will send duplicate copies of 10-day termination notices to a third party designated by the account holder and will make reasonable efforts to personally contact the third party designated by the account holder before termination occurs, if the third party resides within its service area. The Company will inform its account holders of the third-party notification procedure at the time of application for service and at least once each year.

For all residential premises including Master-Metered apartment dwellings where a person other than the occupant is the account holder and that fact is known to the Company, the Company will post a notice of proposed termination on the premises in a conspicuous place and will make reasonable efforts to give actual notice to the occupants by personal visits or other appropriate means at least five calendar days prior to the proposed termination. The posted notice shall contain the information specified above. This notice provision applies to residential premises where the account holder has requested termination in addition to premises for which the account holder has a delinquent bill. If nonpayment is the basis for the termination, the Company shall also advise the tenants that they may continue to receive electric service for an additional 30 days by paying the charges due for the 30-day period just past.

(h) Termination Hours

Upon expiration of the notice of proposed termination, the Company may terminate residential utility service. Except in cases of service diversion or for safety considerations, electric service shall not be disconnected between Thursday at 4:00 p.m. and Monday at 9:00 a.m. or on legal holidays recognized by the State of Utah, or at any other time the Company's business offices are not open for business. Service may be disconnected only between the hours of 9:00 a.m. and 4:00 p.m.

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

2. TERMINATION OF SERVICE TO RESIDENTIAL CUSTOMERS (continued)

(i) Customer-Requested Termination

The Customer shall advise the Company at least three days in advance of the day on which he wants service disconnected to his/her residence. A Customer who is not an occupant at the residence for which termination is requested shall advise the Company at least ten days in advance of the day on which he wants service disconnected and sign an affidavit that he is not requesting termination as a means of evicting his/her tenants. Alternatively, such Customer may sign an affidavit that there are no occupants at the residence for which termination is requested and thereupon the disconnection may occur within four days of the requested disconnection date. Upon a request by a Customer to the Company to disconnect service, the Company shall disconnect the service within four working days of the requested disconnect date. The Customer shall not be liable for any services rendered to or at such address or location after the expiration of such four days.

(j) Load Limiter as a Substitute for Termination

The Company may, at its option but only with the Customer's consent, install a Load Limiter as an alternative to terminating electric service for non-payment of a delinquent account or for failure to comply with the terms of a deferred payment agreement or Commission order. All conditions precedent to the termination of electric service must be met prior to the installation of a Load Limit. Any dispute about the level of load limitation is subject to the informal review procedure discussed in Electric Service Regulation No. 1.

3. TAMPERING/UNAUTHORIZED RECONNECTION CHARGE – APPLICABLE TO ALL CUSTOMERS

Where Company's facilities have been tampered with or where reconnection of service has been made by other than Company Personnel a Tampering / Unauthorized Reconnection Charge may be collected as specified in Schedule No. 300. This charge is not a waiver of the Company's right to recover revenue losses due to tampering and cost of restoration given in Electric Service Regulation 7, Section 3(b).

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

34. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS

If service to the Customer is terminated under the provisions of Section 1 or 2 above, the Customer shall pay or agree under the terms of a deferred payment agreement, if applicable, to pay the Company the costs of discontinuing and re-establishing service as specified in Schedule 300 before service is re-established.

The re-establishment fee shall be waived if the Company terminated electric service because of a clear emergency or the existence of a serious health or safety hazard resulting from conditions or circumstances beyond the control of the Customer, or in cases where termination of service is not performed in accordance with the provisions of the Company's Electric Service Regulations.

The right to discontinue service for any of the reasons and under the conditions stated in Section 1 or 2 above may be exercised whenever and as often as such reasons may occur, and neither delay nor omission on the part of the Company to enforce these rules at any one or more times shall be deemed a waiver of its right to enforce the same at any time, so long as the reason continues. The Company has the right to employ or pursue all legal methods to ensure collections of obligations due it.

The Company will restore service only when all of the following conditions are met:

- (a) The cause of the discontinuance has been removed if that cause was for any reason other than for the nonpayment of proper charges when due.
- (b) The Customer has paid all proper charges which are due, including the reconnection charge, except that residential Customers, if qualified, may meet this requirement:
 - (1) By entering into a deferred-payment agreement under the terms and conditions set forth in section **4. RESIDENTIAL DEFERRED PAYMENT AGREEMENT** below; or
 - (2) If failure to restore service will cause or aggravate a serious illness or infirmity of a person living in the residence as provided in paragraph **2.(c) Restrictions upon Termination During Serious Illness** of this regulation; or

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

34. RE-ESTABLISHMENT OF SERVICE - APPLICABLE TO ALL CUSTOMERS
(continued)

- (3) If service was discontinued for nonpayment prior to the time the moratorium takes effect, service shall be restored during the period of the moratorium (November 15 to March 15) if the Customer meets the requirements of Utah Code Annotated Section 62A-10-201 and the Customer has entered into a deferred payment agreement with the Company as to arrearages.

45. RESIDENTIAL DEFERRED PAYMENT AGREEMENT

An applicant or account holder who is unable to pay a delinquent account balance on demand has the right to receive residential electric service under a deferred payment agreement. Personnel will be available 24 hours per day, each day, to reconnect residential electric service, provided that, prior to reconnection, the account holder pays the delinquent account balance or if unable to do so at that time agrees to negotiate and execute a deferred payment agreement and to pay the first installment by visiting the Company's business office within 48 hours after service has been reconnected. A written copy of the deferred payment agreement shall be given to the Customer.

The applicant or account holder has the right to set the amount of the equal monthly installment of a deferred payment agreement, provided, however, that the full amount of the delinquent balance plus interest shall be paid within twelve months and provided that the account holder agrees to make an initial payment not less than the amount of the monthly installment. The account holder shall have the right to pay the outstanding balance due under a deferred payment agreement at any time during the term of the agreement. When negotiating a deferred payment agreement the account holder shall agree to promptly pay all current bills for residential electric service plus the monthly installment necessary to liquidate the delinquent bill or to pay a budget billing amount set by the Company plus the monthly deferred payment agreement. The account holder has the option to include in the deferred payment agreement the amount of the current month's bill plus any reconnection charges in the total amount to be paid over the term of the deferred payment agreement. The deferred payment agreement may include a finance charge specified in Schedule 300 and will contain notice of this charge.

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45. RESIDENTIAL DEFERRED PAYMENT AGREEMENT (continued)

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ELECTRIC SERVICE REGULATION NO. 10 - Continued

If an applicant or account holder breaches any condition or term of the deferred payment agreement, the Company may treat that breach as a delinquent account and shall have the right to terminate electric service pursuant to this regulation, and the account holder shall not have the right to renewal of the deferred payment agreement. Renewal of deferred payment agreements after breach shall be at the option of the Company.