

AVISTA CORPORATION  
dba Avista Utilities

RULE NO. 11

DISCONTINUANCE AND RESTORATION OF SERVICE

A. **Involuntary Discontinuance of Service** – Service may be disconnected: (T)

- 1. For failure to establish credit by:
  - a. Failing to pay a deposit or make payments in accordance with the terms of a deposit payment arrangement; or
  - b. Providing false identification or verification of identity; or
- 2. Where facilities provided are unsafe or do not comply with state and municipal codes governing service or the rules and regulations of the Company; or
- 3. For failure of the Customer to cooperate in providing access to the meter; or (T)
- 4. When the Customer requests the Company to disconnect service or close an account or where a Co-Customer fails to reapply for service within 20 calendar days after a joint account is closed by the other Co-Customer, so long as the Company has provided a notice of pending disconnection; or (T)  
(T)  
(T)
- 5. For failure to pay Oregon tariff or price-listed charges for services rendered; or (T)
- 6. For meter-tampering, diverting service, or theft of service; or
- 7. For failure to abide by the terms of a time-payment agreement; or
- 8. Where the Commission approves the disconnection of service; or
- 9. Where dangerous or emergency conditions exist at the service premises; or (T)
- 10. For return of a dishonored check, or draft, presented for payment of a deposit or monthly bill, from the Customers respective financial institution. (T)

B. **Voluntary Discontinuance of Service** – Every customer who is about to vacate any premises supplied with service by the Company, or who for any reason wishes to have such service discontinued, shall

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give five days' notice in advance of specified date of discontinuance of service to the Company. Until the Company is provided such notice, the Customer shall be held responsible for all service rendered.

(T)  
(T)

C. **Restrictions on Residential Service Termination**

1. Emergency Medical Certificate For Residential Service. The Company will not disconnect residential service if the Customer submits certification from a Qualified Medical Professional or self-certifies that disconnection would significantly endanger the physical health of the Customer or a member of the Customer's household.

(T)  
(T)  
(D)  
(D)  
(D)

a. Any oral certification by a Qualified Medical Professional and any residential Customer's initial self-certification must be confirmed in writing within 60 days by the Qualified Medical Professional prescribing medical care. Written certifications must include:

(T)(D)  
(T)  
(C)

i. The name of the person to whom the certificate applies and relationship to the Customer;

(T)

ii. A complete description of the health condition(s);

(T)

iii. An explanation how the health of the person will be significantly endangered by the termination of service;

iv. A statement indicating how long the health condition is expected to last;

v. A statement specifying the particular type of utility service required (e.g., electricity for respirator); and

vi. The signature of the Qualified Medical Professional prescribing medical care.

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- b. If a medical certificate is not submitted in compliance with Sections C.1. and C.2. above, the Company may disconnect service after providing appropriate notice, as described in Rule No. 8. (T)  
(T)
- c. An emergency medical certificate will be valid only for the length of time the health endangerment is certified to exist, but no longer than six months without renewal for certificates not specifying chronic illnesses and no longer than twenty-four (24) months for certificates specifying illnesses identified as chronic by the Qualified Medical Professional. At least 15 days before the certificate's expiration date, the Company will give the Customer written notice of the date the certificate expires, unless it is renewed with the Company before that day arrives. (C)  
(T)  
(D)  
(T)
- d. A Customer submitting a medical certificate is not excused from paying for utility service. Customers are required to enter into a written time-payment agreement with the Company where an overdue balance exists. Terms of the time-payment agreement shall be those set forth in these Rules or such other terms as agreed upon in writing between the Customer and the Company. (T)  
(T)  
(T)
- e. Where financial hardship can be shown, a Customer with a medical certificate will be permitted to renegotiate the terms of a time-payment agreement with the Company. (T)
- f. Time-payment arrangements in effect when a medical certificate terminates remain in effect for the balance then owing. If a Customer fails to pay charges incurred after the certificate terminates, the provisions of the standard time-payment will apply to payment of the arrearage incurred after the medical certificate expires. The terms of the medical certificate time-payment plan continue to apply to the arrearage accrued during the disability. (T)
- g. If a medical certificate Customer fails to enter into a written time-payment agreement within 20 days of filing the certificate or to abide by its terms, the Company will notify the Consumer Services Division of its intent to disconnect service and the reason for disconnection. The Company may disconnect service after providing (T)  
(M)  
(M)

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a notice 20 days in advance of disconnection for nonpayment or five days before disconnection for failure to enter into a written time payment agreement. The notice shall comply with the requirements of Rule 8, except that Sec. C.1.e.i. will not apply. A hearing may thereafter be held to determine whether the Company should be permitted to disconnect service to the Customer.

(M)  
(M)  
(T)  
(T)

h. The Company may verify the accuracy of a medical certificate. If the Company believes a Customer does not qualify, or no longer qualifies for a medical certificate, the Company may apply to the Commission for permission to terminate the service of the Customer.

(T)  
(T)

2. Weekends and Holidays. Residential service will not be disconnected for nonpayment on a weekend or a state- or Company-recognized holiday. Residential service will not be disconnected for nonpayment on a Friday or the day before a state- or Company-recognized holiday unless mutually agreed upon by the Customer, the Company, and the Commission's Consumer Services Division.

(T)  
(T)  
(T)

3. Hours of Disconnection. The Company will make best efforts to perform service disconnects for nonpayment between the hours of 8:00 am and 2:00 pm Monday through Thursday.

D. **Time Payment Agreements for Residential Gas Service (Non-Medical Certificate Customers)**

1. The Company will not disconnect residential service for nonpayment if a Customer enters into a written time-payment plan. The Company will offer customers a choice of payment agreements; at a minimum, the Customer may choose between a levelized payment plan and an equal-pay arrearage plan.

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(T)

2. A Customer who selects a levelized payment plan will pay a down payment equal to the average annual bill including the account balance, divided by 12, and a like payment each month for 11 months thereafter.

(T)

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- a. The Company will review the monthly installment plan periodically. If necessary, due to changing rates or variations in the amount of service used by the Customer, the installment amount will be adjusted in order to bring the account into balance within the time period specified in the original agreement. (T)
- b. If a Customer changes service address at any time during the period of a time-payment agreement, provided that payments are then current and the Customer pays other tariff charges associated with the change in residence, the Company will recalculate the Customer's deposit and/or monthly installment. The recalculated amount will reflect the balance of the account at the previous service address and the average annual bill at the new service address for the months remaining in the original time-payment agreement. When installments on a time-payment agreement have not been kept current, a Customer is required to pay all past-due installments together with any other applicable charges before service is provided at the new residence. (T)
- 3. A Customer who selects an equal-pay arrearage plan will pay a down payment equal to one-twelfth the amount owed for past utility service (including the overdue amount and any amounts owed for a current bill or a bill being prepared but not yet delivered to the Customer). Each month, for the next 11 months, an amount equal to the down payment will be added to, and payable with, the current charges due for utility service. If a Customer changes service address at any time during the period of an equal-pay arrearage plan, the plan continues. However, the Customer must pay any past-due charges and all other applicable charges before the Company provides service at the new address. (T)
- 4. The Company and Customer may agree in writing to an alternate payment arrangement, including time-payment agreements of longer duration, provided the Company first informs the Customer of the availability of the payment terms set forth in Sections D.2. and D.3. of this rule. (T)
- 5. A Customer whose financial condition changes during the term of a time-payment agreement and who defaults on such an agreement may renegotiate their time-payment agreement at least one time. (T)

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6. If a Customer fails to abide by the time-payment agreement, the Company may disconnect service after serving 20 days' notice. The notice will comply with Rule No. 8, except for Section C.1.e.iii. If a medical certificate is in effect, Section C.1. above will apply. (T)  
(T)  
(T)

E. **Time Payment Agreements for Small Commercial Gas Service** – A small commercial Customer who selects an equal-pay arrearage plan will pay a down payment equal to one-twelfth the amount owed for past utility service (including the overdue amount and any amounts owed for a current bill or a bill being prepared but not yet delivered to the Customer). Each month, for the next 11 months, an amount equal to the down payment will be added to, and payable with, the current charges due for utility service. If a Customer changes service address or place of business at any time during the period of an equal-pay arrearage plan, the plan continues. However, the small business Customer must pay any past-due charges and all other applicable charges before the Company provides service at the new address. (T)  
(T)  
(T)  
(T)

F. **Disconnection Procedures – Non-Residential Customers**

1. Involuntary termination and restoration of utility service for all services that are not residential are under the provisions of this section. (T)  
(T)
2. The Company will give at least 5 days written notice to a nonresidential Customer before termination of service for non-payment of bills or for violation of its rules or regulations. A written notice of disconnection will be provided to the Customer. (T)  
(T)
3. The notice will be printed in bold face type and must state in easy to understand language:
  - a. The reasons for the proposed disconnection;
  - b. The earliest date for disconnection;
  - c. The amount to be paid to avoid disconnection; and
  - d. An explanation of the Commission's dispute resolution procedure and the Commission's toll-free number.

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4. The notice will not be sent prior to the due date for payment for the services billed.

5. The Company may serve the notice of disconnection in person or send it by first class mail to the last known address of the Customer and the Customer's designated representative. Service is complete on the date of personal delivery or day after the date of the US Postal Service postmark or postage metering.

(T)  
(T)  
(T)

6. If a premise visit is required to complete disconnection, the Company will make a good faith effort to personally contact the Customer or a resident at the service address to be disconnected. If the attempt to make personal contact fails, the Company will leave a notice in a conspicuous place at the premise informing the Customer that service has been disconnected.

(T)  
(T)

7. Weekend and Holidays - Nonresidential service shall not be terminated on, or the day prior to, a weekend or state- or Company-recognized holiday.

(T)

8. If a Customer makes a payment subsequent to the issuance of a five (5) day notice, whether payment is made to prevent a service discontinuance or to reactivate a previously discontinued service, and the Customer's financial institution fails to honor said payment, the account shall be deemed unpaid. The Company will attempt to notify the Customer in person, by telephone, or by written notice, of the payment failure. The Customer shall have one business day to correct the failure. If a valid payment is not received, service to the customer may be discontinued after the duration of the previously issued five (5) day notice, and without further written notice. This process may proceed separate from the normal notice process described herein.

G. Residential service will not be discontinued because of nonpayment of bills for other classes of service or other types of utility service.

H. Service will not be discontinued for nonpayment of a bill issued in correction of charges billed incorrectly until the corrected bill becomes past due, and then discontinuance shall be in accordance with other provisions of this rule and Rule No. 10.

I. **Service Detrimental to Other Customers** – The Company will not supply service to a Customer operating equipment which is considered by the Company to be detrimental to the service of its other Customers or to the Company and will discontinue service to any Customer who continues to operate such equipment after having been given notice by the Company to discontinue such operation.

(T)  
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(T)

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J. **Other Conditions** – The Company may apply to the Commission for permission to terminate service to a Customer at any time the Company believes that it would be inequitable to follow the prescribed procedures, particularly in situations where it is necessary to expedite action in order to protect the Company against abuse, harassment, theft or fraud. (T)

K. **Revocation to Use Property** – If the Company's service facilities and/or a Customer's facilities to the meter are installed on property other than the Customer's property and the owner of such property revokes permission to use it, the Company will have the right to discontinue service upon the date of such revocation. If service is discontinued under these conditions, the Customer may have service re-established under the provisions of Rules Nos. 15 and/or 16. (T)  
(T)  
(T)

L. **Non-liability of Company for Discontinuance or Refusal of Service** – If the Company refuses or discontinues service to a person or Customer for any of the reasons or upon any of the grounds specified in this rule, it shall incur no liability whatsoever to said person or Customer or any other persons or Customers. (T)  
(T)

M. **Restoration of Service**

1. Compliance with Tariff Schedules

As a condition for restoration of service, the Customer shall comply with all applicable tariff schedules. (T)

2. Reconnection Charge

The Company may require a reconnection charge before restoring service which has been discontinued pursuant to this rule (See Rule No. 20), except for residential Customers who: (N)

a. are participating in the Company's Income-Qualified bill discount program; or

b. have a medical certificate on file, in accordance with Sec. C of this rule. (N)

In addition, the Company may charge and collect any unusual costs related to the discontinuance or restoration of service which has resulted from the Customer's action or negligence.

N. **Refusal of Service**

1. Except as provided in Section N.2. below, the Company may refuse to provide service to an Applicant until it receives full payment of any overdue amount and any other obligation related to an Oregon prior account. (T)  
(T)

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- 2. Except for Consumers who were disconnected for theft of service, the Company will provide service to an Applicant upon receipt of payment equal to at least one-half – but no more than \$200 for an Income Qualified or medical certificate Customer – of any overdue amount and any other obligation related to a prior account, except deposits which must be paid in full, provided that the Consumer has made reasonable partial payment on the account during the time service was discontinued. The balance of the amount owed to the Company must be paid within six (6) subsequent billing cycles from the date service is initiated. Upon failure to pay, the Company may disconnect service after providing notice to the Customer as described within Rule No. 8. In the event a Customer whose service was terminated applies for service within 20 days of the termination, provisions of this rule apply.
- 3. If service is disconnected for failure to comply with the payment terms set forth in Section N.2. above, the Company may refuse to restore service until it receives full payment of any overdue obligation, including any reconnection fee, late payment fee, and past due bill.
- 4. Except as provided in Sections O. and P. of this rule, the Company may refuse to provide service until payment is received where the following circumstances exist:
  - a. An overdue balance has been incurred by a residential Customer at a service address;
  - b. An Applicant for service resided at the service address during the time the overdue balance described in Section M.4.a. of this rule was incurred; and
  - c. The Customer described in Section M.4.a. of this rule will reside at the location to be served under the new application.
- 5. The Company may refuse to provide service if a Consumer has not complied with state and municipal codes and regulations governing service and with the rules and regulations of the Company.
- 6. The Company will not accept an application for service or materially change service to a Customer, if, in the best judgment of the Company, it does not have adequate facilities to render the service applied for, or if the desired service is of a character that is likely to unfavorably affect service to other Customers.

(T)  
(T)  
(N)  
(N)  
(T)  
(T)  
(N)  
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(T)  
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- 7. The Company will refuse to serve a Consumer, if, in the best judgment of the Company, the facilities of the Consumer are of such a character that safe and satisfactory service cannot be provided. (T)  
(T)  
(T)
- 8. In the event service is refused, the Company will notify the Consumer of the reasons for refusal and the Commission's dispute resolution procedure. (T)

O. **Wildfire Displacement Protections**

- 1. The Company will make best efforts to put into effect a moratorium on the disconnection of service for nonpayment for all residential and commercial Customers on any day the Customer is affected by a level 2 or level 3 wildfire evacuation notice or order issued by the Oregon Department of Emergency Management. The moratorium will begin when the notice or order is issued and remain in effect until: (T)  
(T)  
(T)  
(C)  
(C)
  - a. For commercial Customers: the day after the notice or order is lifted; and
  - b. For residential Customers: two (2) days after the notice or order is lifted.
- 2. The Company will make best efforts to reconnect a Customer after the evacuation notice or order is lifted, upon request from the Customer. Such reconnection will be subject to the reconnection charges described within Section M.2 of this rule.
  - a. Residential Customers disconnected for nonpayment within the seven (7) days prior to the evacuation notice or order will not be required to pay any outstanding balance or reconnection fee as a prerequisite for reconnection if:
    - i. The reconnection is requested within 7 days after the evacuation notice or order is lifted; and
    - ii. The Customer has a medical certificate on file with the Company or is participating in the Company's Income-Qualified bill discount program.
  - b. Any outstanding balance or portion thereof remains the responsibility of the Customer and will be included in subsequent bills until paid in full. (C)

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P. **Severe Weather Protections**

1. The Company will put into effect a moratorium on the disconnection of service for nonpayment for Customers located within the geographic area affected by a Severe Weather Event (see Rule No. 1) on any day that A Severe Weather Event is present, as well as additional days depending on the type of Severe Weather Event, as described below. All Severe Weather Event moratoriums will remain in effect for 48 hours after the qualifying event concludes.
  - a. Air Quality Event: This moratorium for both residential and commercial Customers begins when the Air Quality Event conditions are present, based on forecasted data obtained no later than 8:00a.m. each business day.
  - b. On-Season Cold Event: From November 1 through April 30 each year, this moratorium for residential Customers begins 24 hours before the On-Season Cold Event is forecasted to occur. If an On-Season Cold Event is forecast with less than 24 hours' notice, the Company will make best efforts to immediately suspend residential disconnections for nonpayment upon posting of the alert.
  - c. Off-Season Cold Event: From May 1 through October 31 each year, this moratorium for residential Customers begins the day the Off-Season Cold Event is forecasted to occur.
2. Reconnection of service after a Severe Weather Event will occur in the same manner as described for wildfire displacement within Sec. O.2. of this rule.

(C)

(C)

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