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**ELECTRIC SERVICE REGULATION NO. 10**

**STATE OF IDAHO**

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**Termination of Service and Payment Arrangements**

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**1. DENIAL OR TERMINATION OF SERVICE WITH PRIOR NOTICE**

The Company may deny or terminate service to a Customer or Applicant without their permission, but only after adequate notice has been given, for one or more of the following reasons:

- (a) Nonpayment of undisputed delinquent bills or paid a delinquent bill with any check not honored by the bank or, made an electronic payment drawn on an account with insufficient funds.
- (b) Failure to make a security deposit, make an advance payment, make an installment payment on a deposit where it is required.
- (c) Failure to abide by the terms of a payment arrangement.
- (d) Misrepresentation of his/her/its identity for the purpose of obtaining utility service.
- (e) Willfully preventing or denying the Company access to the meter.
- (f) As prescribed by relevant State or other applicable standards, willfully wasting service through improper equipment or otherwise.
- (g) The Applicant or Customer is a minor not competent to contract for service.

Nothing in this rule requires the Company to connect service for a Customer or Applicant who owes money on an existing account or from a previous account.

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**2. NOTICE BEFORE TERMINATION OF SERVICE**

- (a) The Company shall send to the Customer written notice of termination mailed at least seven (7) calendar days before the proposed date of termination. At least twenty-four hours before actual termination, the Company will make a diligent attempt to contact the Customer affected, either in person or by telephone, to advise the Customer of the proposed action and steps to take to avoid or delay termination.
- (b) The seven (7) days' written notice does not apply when a Customer does not make an initial payment according to a payment arrangement, makes the initial payment with a check not honored by the bank, or, at a Company's collection visit to terminate service, tenders payment with any check not honored by the bank. In these cases, the Company will attempt to contact the Customer in person or by telephone to apprise the Customer of the proposed action, and actual termination will not take place until a minimum of twenty-four hours after notice or after the diligent attempt to notify has been completed.
- (c) If service is not terminated within twenty-one (21) calendar days after the proposed termination date as specified in the written notice, the Company shall again provide notice under sections (a) and (b) of this rule.
- (d) The written or oral notice of termination shall state:
  - (1) the reason(s), citing these rules, why service will be terminated, and the date of termination,
  - (2) actions the Customer may take to avoid termination,
  - (3) that an informal or formal complaint concerning the termination may be filed with the Commission, and
  - (4) that service will not be terminated prior to the resolution of such a filed complaint. (If the resolution is in favor of the Company, the Commission shall set the date of termination.)

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**2. NOTICE BEFORE TERMINATION OF SERVICE (continued)**

- (5) that a residential medical certificate, as described in **6(a)** notifying the Company of a serious illness or medical emergency in the household may delay termination.
- (e) No industrial or large commercial Customer shall have its service terminated unless the Commission is given written notice seven (7) days before the termination. The Commission may stay termination of service upon its finding that the public interest requires service to be maintained to the Customer.

**3. DENIAL OR TERMINATION OF SERVICE WITHOUT PRIOR NOTICE**

The Company may deny or terminate service without prior notice to the Customer or applicant and without the Customer's or applicant's permission for one or more of the following reasons:

- (a) If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes;
- (b) If ordered by any court, the Commission, or any other duly authorized public authority;
- (c) If such service is obtained, diverted or used without the authorization or knowledge of the Company, or
- (d) If the Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempts to contact the Customer.

**4. WINTER PAYMENT PLAN**

- (a) Except as provided in **3.** above, the Company will not terminate service or threaten to terminate service during the months of December through February to any residential Customer whose household includes children, elderly or infirm persons. For purposes of this regulation, "children" are defined as persons 18 years of age or younger, "elderly" are defined as persons 62 years of age or older, and "infirm" are defined as persons whose physical health or safety would be seriously impaired by termination of utility service. Such Customers shall be offered the opportunity to establish a Winter Payment Plan. However, no Customer may be required to establish such a plan.

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**4. WINTER PAYMENT PLAN (continued)**

- (b) Except as provided in **3.** above, the Company will not terminate service during the months of November through March to any Customer who establishes a Winter Payment Plan before November 1. A Customer may establish a Winter Payment Plan after November 1, but the extended protection from termination of service offered under such a plan will not begin until the date the plan is established. Failure of a participating Customer to make payments as required will result in cancellation of the plan and elimination of the extended protection from termination of service offered under the plan. The Customer may use any source of funds to satisfy the payment requirements of the Winter Payment Plan.
- (c) Monthly payments under a Winter Payment Plan are equal to one-half of the Level Pay Plan (see **8.(f)**) amount for that Customer.
- (d) If a Customer who received the protection of this rule has an outstanding balance owed to the Company, the Customer must either pay this balance or negotiate a new payment arrangement on or after March 1, if the Customer has not established a Winter Payment Plan, or on or after April 1, if the Customer has established a Winter Payment Plan. Failure of a Customer to pay or make payment arrangements on or after these dates may result in termination of service.
- (e) A Customer who participates in a Winter Payment Plan one year must be allowed to participate in succeeding years if the Customer has honored his or her payment arrangements and the balance owing as of November 1 does not exceed \$75 or the Customer's utility bill for the previous 30 days, whichever is greater. However, the Company is not required to connect or reconnect the service of a Customer or Applicant who does not currently have utility service and owes an unpaid, undisputed bill to the Company.
- (f) Nothing in this rule prevents the Company from terminating service to unoccupied residences or residences where the occupants have failed or refused to apply for utility service.

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**5. THIRD PARTY NOTIFICATION**

Residential customers may designate a third party to receive a duplicate termination notice. The third party will be under no obligation to pay the bill. No Customer can be considered to have refused to enter a payment arrangement unless either the Customer or the designated third party has been given notice of the proposed termination of service and of the Customer's opportunity to make payment arrangements.

**6. SERIOUS ILLNESS, MEDICAL EMERGENCY, MEDICAL FACILITIES**

- (a) The Company shall postpone termination of service to a residential Customer for thirty days from the date of the receipt of a certificate by a licensed physician or public health official which states that termination will aggravate an existing medical condition or create a medical emergency for the customer, a member of his\her family, or other permanent resident of the premises where service is rendered.

This certificate must be in writing and show clearly the name of the person whose serious illness or medical emergency would be adversely affected by termination, and the name, title, and signature of the person giving notice of or certifying the serious illness or medical emergency.

If service has already been terminated when the medical certificate is received, service shall be restored as soon as possible, but no later than twenty-four (24) hours after receipt of the medical certificate. The Customer will receive service for thirty days from the Company's receipt of the certificate. The Company may postpone termination of service upon receipt of a second certificate stating that the serious illness or medical emergency still exists.

Before the expiration of the medical postponement, the Customer must make payment arrangements with the Company. The Company may verify the authenticity of the certificate and may refuse to delay termination of service if it is determined that the certificate is a forgery.

- (b) Where service is provided to a medical care facility, including a hospital, medical clinic with resident patients, nursing home, intermediate care facility or shelter care facility, notice of pending termination shall be provided to the Commission and to the State Department of Health and Welfare as well as to the Customer. Upon request from the Commission, a delay in termination of no less than seven (7) calendar days from the date of notice shall be allowed so that action may be taken to protect the interests of the facility's residents.

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**7. RESTRICTIONS ON TERMINATION OF SERVICE**

- (a) No Customer shall be given notice of termination of service nor shall his/her/its service be terminated if:
  - (1) The Customer's unpaid bill cited as grounds for termination totals less than fifty dollars (\$50), or two (2) months' charges for service, whichever is less;
  - (2) The unpaid bill cited as grounds for termination is for utility service to any other Customer (unless that Customer has a legal obligation to pay the other Customer's bill) or for any other class of service;
  - (3) The reason cited for termination is failure to pay on a written guarantee in lieu of deposit; or;
  - (4) An unpaid bill results from the purchase of non utility goods or services.
- (b) Service shall not be terminated on any Friday, Saturday, Sunday, legal holiday or on any day immediately preceding any legal holiday as recognized by the State of Idaho, or at any time when the Company's business offices are not open for business. Service may be terminated between the hours of 8:00 a.m. and 5:00 p.m., Monday through Thursday. Service may be terminated between the hours of 5:00 p.m. and 9:00 p.m., Monday through Thursday, if the Company is unable to gain access to the Customer's meter during normal business hours or for illegal use of service.
- (c) Service may be terminated as listed above in section (b) and between the hours of 8:00 a.m. and 5:00 p.m. on Friday when:
  - (1) The service is obtained, diverted or used without the authorization or knowledge of the Company or for illegal use of service;
  - (2) The premises are unoccupied or the service has been abandoned.
- (d) Service may be terminated at any time when:
  - (1) A condition immediately dangerous or hazardous to life, physical safety, or property exists, or if necessary to prevent a violation of federal, state or local safety or health codes or;
  - (2) The Company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.

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**I.P.U.C. No. 1**

**7. RESTRICTIONS ON TERMINATION OF SERVICE (continued)**

- (e) The Company will not terminate service without written notice to the residents or occupants of a building or mobile home court where service is master-metered or a residence where the Customer billed is not a resident or occupant of the premises being served. The Company will notify the residents or occupants of its intent to terminate service at least two (2) calendar days, excluding weekends and holidays, prior to the proposed date of termination and shall afford the person or persons receiving the service, a reasonable opportunity to negotiate directly with the Company and to purchase service in their own names.

**8. PAYMENT ARRANGEMENTS**

- (a) When a Customer cannot pay a bill in full, the Company shall continue to serve the Customer if the Customer and the Company agree on a reasonable portion of the outstanding bill to be paid immediately, and the manner in which the balance of the outstanding bill shall be paid.
- (b) In deciding on the reasonableness of a particular agreement, the Company will take into account the Customer's ability to pay, the size of the unpaid balance, the Customer's payment history, and the amount of time and reasons why the debt is outstanding.
- (c) Payments are to be applied to the oldest balance owed on the Customer's bill, except in the case of a disputed bill. If the Customer disputes a bill, the Customer's payments are to be applied to the oldest undisputed amount.
- (d) If a Customer fails to make the payment agreed upon by the date that it is due, the Company may, but is not obligated to, enter into a second such agreement.
- (e) No payment arrangement shall be binding upon a Customer if it requires the Customer to forego any right provided for in these regulations.
- (f) Payment arrangements may be in the form of a Level Pay Plan that will equalize monthly payments of all arrears, if any, and anticipated future bill amounts over a period of not less than one year. No Customer agreeing to a reasonable payment arrangement is required to choose this plan.
- (g) The first payment under the arrangement will be due one business day after the arrangement, unless the Company grants an extension. If the initial payment is not made, or if any check not honored by the bank is offered as initial payment, the Company may terminate service upon 24-hour notice to the Customer.

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**I.P.U.C. No. 1**

**8. PAYMENT ARRANGEMENTS (continued)**

- (h) If the Company has been unable to contact a Customer concerning termination, but has contacted the Customer's third party and has failed to receive a response from the Customer within seven days after the third party was contacted, the Company may treat the Customer as one who has been contacted and has declined to enter into a reasonable payment arrangement.

**9. CHARGES FOR COLLECTION ACTIVITY**

- (a) **Reconnection Charge:** Whenever service has been discontinued by Company because of any default by the Customer, as provided in these rules, a charge to cover the cost of reconnection as specified in Schedule 300 may be collected by Company before service is restored. Customers who make satisfactory arrangements with Company between the hours of 8:00 a.m. and 7:00 p.m., Monday through Friday, excluding holidays, or between the hours of 8:00 a.m. and 4:00 p.m. on holidays and weekends, will have service reconnected the same day. Except for medical emergencies, reconnections required for safety reasons or where customers are disconnected in error, requests for reconnection received by Company during all other hours will be completed on the following day.
- (b) **Tampering/Unauthorized Reconnection Charge:** Where damage to Company's facilities has occurred due to tampering 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 by Company of the rights to recover losses due to tampering. In addition to the above mentioned charge, person receiving service shall be responsible for paying for any damages to the Company's equipment as a result of tampering.
- (c) **Field Visit Charge:** The Company may assess the Customer the Field Visit Charge shown on Schedule 300 when an employee visits a Customer's address, intending to disconnect service, but at the time of the visit, disconnection is either delayed or postponed to provide the Customer additional time to pay, make payment arrangements, or provide proof of payment; or the disconnection is prevented by an intentional action taken by the Customer, such as obstructing access to the Customer's meter or threatening to cause or causing physical harm to the Company representative.

**10. RESTORATION OF SERVICE**

The Company will restore service only when 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;

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**10. RESTORATION OF SERVICE** (continued)

- (b) The Customer has paid all proper charges which are due, except that Customers, if qualified, may meet this requirement by entering into a payment arrangement.

The Company may require the customer to enter into a new Electric Service Agreement requiring a deposit.

**11. WAIVER OF RIGHT TO TERMINATE SERVICE**

The right to discontinue service for any of the reasons specified in the Rules and Regulations Governing Customer Relations 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 the provisions of these Regulations 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.