

**RULE 5  
DISCONTINUATION OF SERVICE**

**GROUND FOR DISCONNECTING GAS SERVICE**

Gas service may be disconnected:

- a) When the applicant or customer fails to pay a deposit or make payments in accordance with the terms of a deposit payment arrangement as outlined in Rule 4;
- b) When the applicant or customer provides false identification to establish service, continue service, or verify identity;
- c) When the customer fails to pay Oregon tariff or price-listed charges due for services rendered.
- d) When the customer fails to abide by the terms of a time-payment agreement;
- e) When the customer requests Cascade disconnect service or close an account or when a co-customer fails to reapply for service within 20 days after a joint account is closed by the other co-customer, so long as the Company has provided a notice of pending disconnection;
- f) When the customer does not cooperate in providing access to the meter;
- g) When facilities provided are unsafe or do not comply with state and municipal codes governing service or the utility's rules and regulations;
- h) When there is evidence of meter-tampering, diverting service, or other theft of service;
- i) When dangerous or emergency conditions exist at the service premises under OAR 860-021-0315; or
- j) When the Commission approves the disconnection of service.

**VOLUNTARY DISCONNECTION**

Every customer who is about to vacate any premise supplied with gas service, or who for any reason wishes to have such service discontinued, shall give five days' notice to the Company in advance of specified date of discontinuance of service. Until the Company has such notice, the customer shall be held responsible for all service rendered.

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**EMERGENCY DISCONNECTION**

In emergencies endangering life or property, a utility may terminate service without following the procedures set forth in this rule. However, Cascade shall immediately thereafter notify the Commission. In such cases, where the necessity for emergency termination was through no fault of the customer, there will be no charge made for restoration of service.

**DISCONNECTION OF SERVICE ON WEEKENDS AND HOLIDAYS**

Gas service shall not be disconnected for nonpayment on or the day prior to a weekend or a state or utility-recognized holiday.

**NOTICE OF PENDING DISCONNECTION OF RESIDENTIAL SERVICE**

1. Notice requirements are waived where safety concerns, or meter tampering, diverting of service, or other theft of service is detected. When a written notice is given under these rules:
  - a. The notice shall contain multilingual information as required by Commission rules and be served on the customer's designated representative, if any;
  - b. If Cascade's records show that the billing address is different from the service address, and Cascade has reason to believe the address is occupied by someone other than the customer, Cascade shall provide a five-day notice to both the occupants of the service address and to the customer's mailing address. The notice may be addressed to "tenant" or "occupant." The envelope shall bear a bold notice stating "Important notice regarding continuance of gas service" or similar words. The notice to occupants may not include the dollar amount owing.
  - c. When Cascade's records show service is to a master-metered multi-family dwelling (including rooming houses), Cascade must notify the Commission's Consumer Services Section at least five business days prior to disconnecting the service. Cascade will use reasonable efforts to notify occupants of the impending disconnection and alternatives available to them.
2. The notice shall be printed in **bold face type** and shall state in easy to understand language:
  - a. The reason for the proposed disconnection;
  - b. The earliest date for disconnection;
  - b. An explanation of the Commission's complaint process and toll-free number; and

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NOTICE OF PENDING DISCONNECTION OF RESIDENTIAL SERVICE (continued)

- a. If the disconnection is for nonpayment of services rendered, including failure to abide by a time payment agreement, the notice must also state:
  1. The amount to be paid to avoid disconnection;
  2. An explanation of the time payment agreement provisions of OAR 860-021-0415;
  3. An explanation of the medical certificate provisions of OAR 860-021-0410; and
  4. The name and telephone number of the appropriate unit of the Department of Human Services or other agencies that may be able to provide financial assistance.

At least 15 days before Cascade disconnects a residential customer for nonpayment of services rendered, Cascade will provide written notice to the customer. A 15-day notice is not required when disconnection is for:

- a) Providing false identification to establish service, continue service, or verify identity;
  - b) Meter tampering diverting service, or other theft; or
  - c) The existence of unsafe conditions.
4. A notice of disconnection may not be sent prior to the due date for payment of a bill.
  5. Cascade may serve the 15-day notice of disconnection in person or send it by first class mail to the last known address of the customer. Service is complete on the date of personal delivery or the day after notification is postmarked.

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NOTICE OF PENDING DISCONNECTION OF RESIDENTIAL SERVICE (continued)

6. At least five business days before the proposed disconnection date, Cascade must mail or deliver a written disconnection notice to the customer.
  - a. The disconnection notice shall inform the person that service will be disconnected on or after a specific date and shall explain the alternatives and assistance that might be available.
  - b. If notification is made by delivery to the residence, Cascade shall attempt personal contact. If personal contact cannot be made with the customer or an adult resident, Cascade shall leave the notice in a conspicuous place at the residence.
7. On the day that Cascade expects to disconnect service and prior to disconnection, Cascade will make a good faith effort to personally contact the customer or an adult at the residence scheduled to be disconnected.
  - a. If the contact is made, Cascade shall advise the person of the proposed disconnection;
  - b. If contact is not made, Cascade must leave a notice in a conspicuous place at the residence informing the customer that service has been, or is about to be, disconnected.
8. Where personal contact is made by the Company under this rule, and the circumstances are such that a reasonable person would conclude that the customer does not understand the consequences of disconnection, the Company must:
  - a. Notify the Department of Human Services and the Commission; and
  - b. Delay the proposed disconnection date for five additional business days.

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**NOTICE OF PENDING DISCONNECTION OF RESIDENTIAL SERVICE (continued)**

9. Where personal contact is made, the representative of the Company making contact shall be empowered to accept reasonable partial payment of the overdue balance in accordance with the time payment provisions.
10. Cascade must document its effort to provide notice and shall make the documentation available to the customer and the Commission upon request.

**EMERGENCY MEDICAL CERTIFICATE FOR RESIDENTIAL SERVICE**

1. Cascade shall not disconnect residential service if the customer submits certification from a qualified medical professional stating that disconnection would significantly endanger the physical health of the customer or a member of the customer's household. "Qualified medical professional" means a licensed physician, nurse-practitioner, or physician's assistant authorized to diagnose and treat the medical condition described without direct supervision by a physician.
2. An oral certification must be confirmed in writing within 14 days by the qualified medical professional prescribing medical care. Written certification must include:
  - a. The name of the person to whom the certificate applies and relationship to the customer;
  - b. A complete description of the health condition;
  - c. An explanation how the health of the person will be significantly endangered by the termination of service;
  - d. A statement indicating how long the health condition is expected to last;
  - e. A statement specifying the particular type of utility service required (e.g. gas for heating); and
  - f. The signature of the qualified medical professional prescribing medical care.
3. An emergency medical certificate shall be valid only for the length of time the health endangerment is certified to exist, but no longer than six months without renewal when the certificate is issued for a non-specific chronic illness or no longer than twelve months without renewal when the certificate is issued for a specific chronic illness. At least 15 days before the certificate's expiration date, Cascade will give the customer written notice of the date the certificate expires unless it is renewed with Cascade before that day arrives.

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**EMERGENCY MEDICAL CERTIFICATE FOR RESIDENTIAL SERVICE (continued)**

4. A customer submitting a medical certificate is not excused from paying for gas service.
  - a. Customers are required to enter into a written time-payment agreement with Cascade where an overdue balance exists. Terms of the time-payment agreement shall be those set forth in this Rule 5 or other terms as agreed upon in writing between the parties.
  - b. Where financial hardship can be shown, a customer with a medical certificate shall be permitted to renegotiate the terms of a time-payment agreement with Cascade.
  - c. 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, standard time-payment provisions (Rule 5) 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.
5. 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, Cascade shall notify the Commission's Consumer Services Section of its intent to disconnect service and the reason for the disconnection. Cascade may disconnect service after providing a notice 15 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 Part I, Subsection 2, except that Subsection e shall not apply. A hearing may thereafter be held to determine whether Cascade should be permitted to disconnect service to the customer.
6. Cascade may verify the accuracy of a medical certificate. If Cascade believes a customer does not qualify, or no longer qualifies for a medical certificate, Cascade may apply to the Commission for permission to disconnect the customer's service.

**TIME-PAYMENT AGREEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS)**

1. Cascade will not disconnect residential service for nonpayment if a customer enters into a written time-payment plan. Cascade will offer customers a choice of payment agreements. At a minimum, the customer may choose between a levelized payment plan and an equal payment arrearages plan.

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TIME-PAYMENT AGREEMENTS FOR RESIDENTIAL SERVICE (NON MEDICAL CERTIFICATE CUSTOMERS) (continued)

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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 twelve, and a like payment each month for eleven months thereafter.
  - a. Cascade shall periodically review the monthly installment plan. If necessary, due to changing rates or variations in the amount of service used by the customer, the installment amount may be adjusted to bring the account into balance within the time period specified in the original agreement.
  - 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, Cascade shall recalculate the customer's deposit and/or monthly installment. The recalculated amount shall 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 shall be required to pay all past-due installments, together with any other applicable charges before service is provided at the new residence.
3. A customer who selects an equal payment arrearages plan will pay a down payment equal to one-twelfth the amount owed for past gas 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 eleven months, an amount equal to the down payment will be added to, and payable with, the current charges due for service. If a customer changes service address at any time during the period of an arrearages payment plan, the plan continues. However, the customer must pay any past-due charges and all other applicable charges before Cascade provides service at the new address.
4. Cascade and the customer may agree in writing to an alternate payment arrangement, provided Cascade first informs the customer of the availability of the payment terms set forth in this rule.
5. If a customer fails to abide by the time-payment agreement, Cascade may disconnect service after serving 15 days' notice.

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**FIELD VISIT CHARGE**

A Field Visit Charge as established in Schedule 200 may be charged whenever Cascade is required to visit a residential service address for the purpose of disconnecting or reconnecting service, but due to the customer's action, is unable to complete the reconnect or disconnect.

**LATE PAYMENT CHARGE**

A Late-Payment Charge as established in Schedule 200 may be assessed to overdue account balances, both residential and nonresidential, at the time of preparing the subsequent month's bill. The Late-Payment Charge may not be applied to time-payment or equal-payment accounts that are current, and will be applied only to accounts that have an overdue balance greater than \$200. The Commission will determine the Late-Payment Charge by surveying prevailing market rates for late-payment charges of commercial enterprises. The Commission will notify Cascade by November 15 of each year what rate may be used to determine late-payment charges on overdue customer accounts during the following calendar year. The current late-payment rate and the conditions for its application to customer accounts shall be specified on the gas bill.

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