

**Tucson Electric Power**

88 East Broadway Blvd. | Post Office Box 711 | HQE910 | Tucson, AZ 85702-1702

January 19, 2021

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

Re: Notice of Filing – Rules and Regulations  
Investigation and Comprehensive review of the Commission's Disconnection rules and  
the Disconnection Policies of Public Service Corporations  
Docket No. E-00000A-19-0128

Pursuant to Decision No. 77849 (December 17, 2020) (“Decision”), Tucson Electric Power Company hereby submits for Commission approval the revisions to its Rules and Regulations in accordance with the Decision.

Sincerely,

/s/Melissa Morale

Melissa Morales

cc: Compliance Section



**SECTION 12**  
**TERMINATION OF SERVICE**  
(continued)

H. Additional Termination of Service Rules

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.

L. Provisions for COVID-19 Pandemic

1. The Company shall offer Customers Deferred Payment Arrangements (DPAs). The DPA shall apply to the amount in arrears at the time the DPA is entered into. Any current amounts that subsequently become due for each month would be in addition to the DPA monthly amount until the arrearage is paid in full.
2. The Company shall not use disconnections or any legal process to collect arrearages from a residential Customer in compliance with the DPA or during the moratorium period.
3. The Company will not report late payments or nonpayment for active residential Customers to credit bureaus and reporting agencies during the moratorium, a two-month transitional grace period, plus an extended four months (a total of six months after the end of the moratorium).

Filed By: Dallas J. Dukes  
Title: Vice President of Energy Programs and Pricing  
District: Entire Electric Service Area

Effective: Pending  
Decision No. Pending  
Rules and Regulations



**SECTION 12**  
**TERMINATION OF SERVICE**  
(continued)

4. Communications regarding DPAs and other bill assistance programs, to be reviewed by Staff, will be made 30 days after the date of Decision 77849, December 17, 2020, with the following:
  - a. Potential DPA terms;
  - b. How to enroll (giving the Customer and Company opportunity to set up DPAs without disconnection notices being sent);
  - c. Information about LIHEAP, bill payment assistance programs, and all other customer-assistance programs available and how to enroll;
  - d. All communication should be provided in English and Spanish, with the following added for those who do not speak or read English or Spanish: "Important – This notice affects your rights and obligations and should be translated immediately."
5. The Company's website will display credit and collection policies, including the terms and conditions applicable to DPAs, moratorium end date and grace period.
6. The Company shall provide physical notice where the Company does business and where payments are received and included notice on the Company's website.
7. Specific Requirements
  - a. Automatic Enrollment: Residential Customers will be automatically enrolled in DPAs who have an account in arrearage and would be eligible for disconnection if not for the disconnection moratorium or who have lessor past due amounts and are eligible for DPAs.
  - b. Payment Period: DPAs shall be not less than eight (8) months ("Payment Period") unless a residential Customer who is enrolled in a DPA: subsequently opts-out of the DPA; agrees to a shorter payment period; fails to make a non-partial on-time payment in accordance with the terms of the DPA; or fails to make a non-partial on-time payment for the Customer's current bill.
  - c. Payment Amount: DPA amounts will be determined by taking the amount in arrears at the time of the Customer's enrollment into the DPA, less any COVID Discounts that apply under Section 7.d, and dividing it by the months of the DPA; a payment is "non-partial" if it is equal to or greater than the DPA payment amount; the Company shall not require a Customer, who is enrolled in a DPA, to pay more than the payment amount and their current usage as a term or condition to the DPA.
  - d. COVID Discount: For Lifeline Program Customers who are placed on a DPA based on their arrearage as of December 17, 2020, the date Decision No. 77849 was issued, the Company will provide a discount in the amount of \$250 or the then outstanding balance if Customer's arrearage is less than \$250 at the beginning of the DPA. The discount amount will be reflected in an accounting deferral order minus any below the line funds voluntarily provided by the Company. This discount is a one-time support and incentive to help Customers during the time of COVID.
  - e. COVID Discount Eligibility: For Lifeline Program Customers as of December 17, 2020, the date Decision No. 77849, was issued.
  - f. Lifeline Program Eligibility: Prior to Decision No. 77849, the Lifeline Program was available to residential Customers whose gross monthly household income was at or below 150% of the federal poverty level. After the effective date of Decision No. 77849, December 17, 2020, the Company eligibility for the Lifeline Program changed to 200% of the federal poverty level.

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Pending January 1,  
2021

Pending 77856





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