



State of Rhode Island and Providence Plantations

DEPARTMENT OF ATTORNEY GENERAL

150 South Main Street • Providence, RI 02903
(401) 274-4400 - TDD (401) 453-0410

Peter F. Kilmartin, Attorney General

September 5, 2013

Luly Massaro, Clerk
Public Utilities Commission
89 Jefferson Blvd.
Warwick, RI 02889

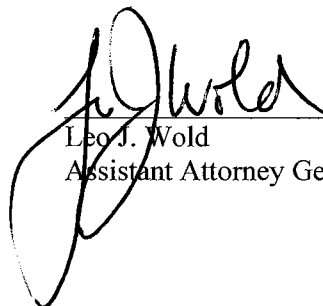
Re: Docket No. 4098

Dear Ms. Massaro,

I am writing on behalf of the Division of Public Utilities and Carriers ("Division") to inquire when the Commission intends to place the above-entitled matter on its Calendar for decision. By Notice dated September 14, 2009, the Commission established a Negotiated Rulemaking Committee ("Committee") to review and revise the Commission's Rules and Regulations Governing the Termination of Residential Electric and Natural Gas Service ("Termination Rules"). After extensive meetings and discussions, the Committee prepared a proposed set of Termination Rules for the Commission's consideration. For reasons unknown, the Division understands that Chairman Germani deferred placing the proposed Termination Rules on the Commission's Calendar for consideration and decision. Enclosed please find a copy of Committee's proposed Termination Rules, along with the Committee's correspondence recommending approval of the rules.

Respectfully submitted,

Division of Public Utilities and Carriers



Leo J. Wold
Assistant Attorney General

cc: Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION

IN RE: RULES AND REGULATIONS GOVERNING :
RESIDENTIAL COLLECTIONS PROCEDURES : DOCKET NO. 4098
BY ELECTRIC AND NATURAL GAS UTILITIES :

Amended Recommended Rules and Regulations

The Rhode Island Division of Public Utilities and Carriers ("Division") hereby submits the attached draft, entitled: "Draft Rules and Regulations Governing Residential Collections Procedures By Electric and Natural Gas Utilities" ("Proposed Rules") for consideration in the instant docket as a permanent replacement to the Public Utilities Commission's ("Commission") currently effective "Rules and Regulations Governing The Termination of Residential Electric, Gas and Water Utility Service" ("Existing Rules"). The Division notes that the Proposed Rules now being presented for Commission consideration are substantially similar to the draft that was previously filed by the Division on February 19, 2010 in the instant docket. The differences between the two versions are comprised of the following amendments, which were discussed among the Negotiated Rulemaking Committee members during the last meeting, held on May 13, 2010:

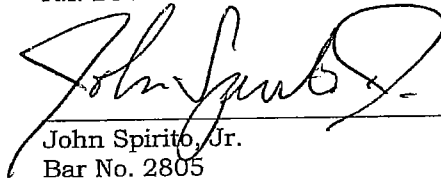
- Rule III (K) (4) was expanded to include Customers who "would have met" LIHEAP eligibility criteria "if funding is not available for that year;"
- The second notification requirement contained in Rule V(G) has been expanded to include Customers that the Company is seeking to Terminate during the Winter Moratorium;
- In Rule IV (D), the original words "...the Company may waive the deposit..." has been amended to the "...the Company shall waive the deposit...;"
- Rule IV (C) was added to provide that a Financial Hardship Customer could not be refused service during the Moratorium Period if they moved to another location within the Company's service territory;
- Rule V (H) has been amended to begin with the words "If a Company has not previously issued a Termination Notice, ...;"

- Rule VI (A) (4) was amended to remove the “25%” payment requirement during the Moratorium Period;
- Rule IX (A) has been amended to begin with the words “Unless a longer period of time is requested by a Customer, ...;”
- Rule X (E) has been amended to add the following sentence at the end of the subsection: “The Company is not required to restore service while the Division is investigating such a complaint.

At the time the Division submitted its original compilation of Proposed Rules, on February 19, 2010, the Division indicated that the Proposed Rules were the product of a “collaborative effort” between the Division and National Grid. However, since that time, National Grid has decided to propose an alternative regulatory collection procedure for “Seriously Ill” customers. With respect to all other provisions within the Division-recommended Proposed Rules, the Division believes that National Grid remains supportive of the Division’s recommendations. National Grid will be filing its recommended Rules under separate cover.

Respectfully submitted,

R.I. Division of Public Utilities and Carriers



John Spirito, Jr.
Bar No. 2805
Chief Legal Counsel
R.I. Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, RI 02888
401-780-2152
401-941-9207 (fax)

November 16, 2010

DRAFT RULES AND REGULATIONS
GOVERNING RESIDENTIAL COLLECTIONS PROCEDURES BY
ELECTRIC AND NATURAL GAS UTILITIES

I. Promulgating Agency and Statutory Authority

These Rules and Regulations are promulgated and are adopted by the Public Utilities Commission pursuant to R.I. Gen. Laws §§ 39-1-38, 39-1.1-1, 39-1.1-2, 29-1.1-2.1, 39-1.1-3, 39-1.1-4, 39-2-1 and 39-2-1.1.

II. Purpose and Scope

The Public Utilities Commission ("Commission") is promulgating these Rules and Regulations ("Rules") in order to establish and clarify the responsibilities of the electric and gas utilities and consumers for the payment of utility bills and the Termination of service. These Rules are designed to establish an equitable service termination protocol for electric and gas utilities and their customers to follow when a Customer fails to remain current in his or her monthly utility service payment obligations. The application of these Rules is limited to gas and electric utility services to the primary residence of a residential Customer.

III. Definitions

The following terms are used throughout these Rules and Regulations and shall be defined as follows:

- A.** "Arrearage" shall mean any amount due to the utility for utility service which remains unpaid after the due date printed on a bill.

- B.** “Arrearage Forgiveness Payment Plan” shall mean the Payment Plan prescribed by R.I. Gen. Laws § 39-2-1(d) as set forth in Part VIII, Section C of these Rules.
- C.** “Billing Dispute” shall mean a dispute by the Customer regarding a billing error, including but not limited to math errors, failure to post payments, improper meter reads, and failure to send the bill in a timely manner.
- D.** “Budget Plan” shall mean an equalized payment arrangement whereby the Customer’s gas or electric usage is projected for a 12-month period, equal monthly charges are calculated and billed for said period, and said charges are reconciled with actual usage in the final billing for said period.
- E.** “Commission” shall mean the Rhode Island Public Utilities Commission.
- F.** “Company” shall mean an electric distribution company as defined in R.I. Gen. Laws § 39-1-2(12) or a distributor of natural gas as set forth in R.I. Gen. Laws §§ 39-1-2(17) and 39-1-2(20).
- G.** “Customer” shall mean any person who has contracted with a Company for utility service or who has previously benefited from service at the same primary address or location.
- H.** “Disabled” resident shall mean a full-time resident in a household who is disabled as defined by the Social Security Administration and receiving Social Security Disability Income (if

an adult) or Supplemental Security Income (SSI) (if a minor child).

I. "Division" shall mean the Rhode Island Division of Public Utilities and Carriers.

J. "Elderly Household" shall mean a household in which all adult residents are sixty-five (65) years of age or older.

K. "Financial Hardship" shall exist under any of the following household scenarios:

1. A household comprised of an individual, family or group of unrelated individuals residing in one dwelling unit with a combined gross income equal to or less than sixty (60) percent of the Rhode Island median income as calculated by the U.S. Bureau of Census and as adjusted annually by the U.S. Department of Health and Human Services regulation 45 C.F.R. Sec. 96.85 or its successor regulation and published in the Federal Register;

2. A household wherein the Customer is receiving Supplemental Security Income from the Social Security Administration;

3. A household wherein the Customer is receiving from appropriate Rhode Island agencies: Medicaid, Supplemental Nutrition Assistance Program (SNAP),

General Public Assistance or the Rhode Island Works Program or their successor programs..

4. A household wherein the Customer is receiving or meets (or would have met if funding is not available for that year) the eligibility criteria to qualify for heating assistance under the low-income home energy assistance program (LIHEAP).

L. "Prescribed Payment Plan" shall mean a payment arrangement to be applied to an arrearage on a Customer's account, under which the Customer shall be required to (1) pay for his or her prospective consumption under a Budget Plan, and (2) pay one-twelfth (1/12) of the outstanding arrearage each month for a period of twelve (12) consecutive months

M. "Primary Residence" shall mean the residence where a Customer resides for more than six months in a twelve-month period.

N. "Reasonable Methods of Debt Collection" shall mean compliance with the Service Provisions set forth in the Division's *Rules Prescribing Standards for Electric Utilities* and/or the Division's *Rules and Regulations Prescribing Standards for Gas Utilities, Master Meter Systems and Jurisdictional Propane Systems* to the extent not specifically addressed in these Rules.

O. "Seriously Ill" shall mean a Customer who has an illness that is life-threatening or will cause irreversible adverse consequences to human health and has provided the Company with a written or

electronic documentation by a duly licensed physician certifying that a resident of the Customer's household would suffer an immediate and serious health hazard by the termination of the Company's service or by failure to reconnect service, to that household. The certification of Seriously Ill will be valid for thirty (30) days, or the duration of the hazard, whichever is less. Use of a certification of Seriously Ill by a Customer to prevent Termination or to cause a reconnection shall be limited to two (2) thirty-day periods in any calendar year.

- P.** "Summer Moratorium" shall mean days for which the National Weather Service has issued a heat advisory or excessive heat warning for Rhode Island and on which no electric company may Terminate service for non-payment.
- Q.** "Termination of service" shall mean an involuntary cessation of utility service to a Customer.
- R.** "Termination Notice" is a written or electronic notice from the Company that is sent to the Customer or his/her designee at least ten (10) days prior to the scheduled termination and which includes an actual termination date and notices as set forth below.
- S.** "Very Low Income Customer" shall mean a LIHEAP-eligible household with a gross annual income equal to or less than one-hundred twenty-five percent (125%) of the Federal Poverty

Guideline for the household, as verified by the Rhode Island Office of Energy Resources or other applicable agency.

T. "Winter Moratorium Period" shall mean the period of time between 12:01 a.m. on November 15th and 11:59 p.m. on March 15th of each year.

IV. Commencement of Service

A. No Company shall refuse to furnish service to new occupants at any premises on the grounds that the previous occupant has vacated the premises without paying the public utility for services furnished, provided that the service is not for the use or benefit of the previous occupant. (Ref. R.I.G.L. §39-2-1.1)

B. "Use or benefit," as used in the preceding paragraph includes, but shall not be limited to, the following:

- 1.** a previous occupant that continues to reside in the premises; or
- 2.** any person who resided in the premises with the previous occupant and continues to reside in the premises.

C. No Company shall refuse to furnish service to a current Financial Hardship Customer at a new Primary Residence during the Winter Moratorium Period if a Customer moves within the Company's service territory, provided however that such a move shall not limit or modify any protections under these rules for a

Financial Hardship Customer nor limit or modify a Company's ability to terminate service in accordance with these rules.

- D.** The Company shall require a Customer to make a deposit in accordance with the Division's *Rules Prescribing Standards for Electric Utilities* and/or the Division's *Rules and Regulations Prescribing Standards for Gas Utilities, Master Meter Systems and Jurisdictional Propane Systems* if the Company determines that the Customer seeking service has never been a Customer of the Company in the past, provided however, the Company may waive the deposit upon receiving adequate evidence that the Customer has previously been a customer in good standing with another like-utility. Nothing herein shall prohibit the Company from requiring any Customer to make a deposit in accordance with the Division's *Rules Prescribing Standards for Electric Utilities* and/or the Division's *Rules and Regulations Prescribing Standards for Gas Utilities, Master Meter Systems and Jurisdictional Propane Systems*.

V. Termination of Service – Notice

- A.** Customer is entitled to an advanced written or documented electronic notice from the Company that their service will be terminated at their primary residence. For purposes of these Rules, advanced written or electronic notice means that the Customer will be provided a written or documented electronic

Termination Notice for non-payment at least ten (10) days in advance of the date of the proposed termination.

B. Unless otherwise directed by the Division, the Company shall terminate service between the hours of 8:00 am and 4:00 pm.

C. The Company shall not terminate a Customer on a day before the offices of the Company are unavailable for immediate restoration.

D. As part of complying with the Reasonable Methods of Debt Collection, a Company seeking to terminate service shall send a Termination Notice to the Customer which includes the following:

1. The particular ground upon which the proposed termination is based;
2. The Company's intention to discontinue service unless the Customer either pays the bill, enters into a Prescribed Payment Arrangement with the Company or seeks review of the accuracy of the bill pursuant to these Rules;
3. The date on, or within a reasonable time after which, service will be terminated if the Customer does not take appropriate action;
4. The name and telephone number of the Company's office or employee to whom the Customer may address any inquiry or complaint;
5. The Customer's right to submit a Billing Dispute to:
Division of Public Utilities and Carriers, Consumer Agent,

89 Jefferson Boulevard, Warwick, RI 02888 Telephone – (401)-780-9700, and a statement that service will not be terminated pending review by the Division once a Billing Dispute has been filed;

6. A statement that the Customer should not submit the Billing Dispute to the Division until he or she has first discussed the Billing Dispute with a representative of the Company;
7. A statement that if there is a Seriously Ill resident in the home, termination will be postponed upon presentation of a doctor's certificate; provided however that this protection is not available to a Customer whose household has exceeded the hazard duration or time limitation parameters for this protection, as defined in these Rules;
8. A statement that if any resident in the home is Disabled and/or all residents of the home are Elderly, termination may be averted during the Winter Moratorium period if there is a Financial Hardship;
9. A statement that if any resident in the home is under two (2) years of age and the Customer's service has not been previously shut off for nonpayment before the birth of the child, and there is a Financial Hardship, termination may be averted;

10. A statement which informs the Customer that he or she may be protected from termination during the period between 12:01 a.m. on November 15 and 11:59 p.m. on March 15.
11. A statement which informs the Customer of his or her right to enroll in a Prescribed Payment Plan if they have not previously had such a plan;
12. A statement that the State of Rhode Island, through the Low Income Heating and Assistance Program (LIHEAP) , provides eligible Customers with public energy assistance aid. Customers who believe they may qualify for such assistance should contact their local Community Action Program: and;
13. Each Company shall include on all final Termination Notices the statement in English, Spanish, Portuguese, and French and any other languages the Company deems appropriate, the following: "THIS IS A UTILITY SERVICE TERMINATION NOTICE. TRANSLATE IMMEDIATELY.

E. A written Termination Notice for non-payment may be provided by mail, posting the notice of termination on the premise in a conspicuous place, or by any other written or electronic means agreed to by the Customer in advance, including but not limited to e-mail or text message.

- F.** A Company bill may serve as written or electronic Termination Notice for non-payment provided it includes all of the information required in (D) above.
- G.** In addition to following Reasonable Methods of Debt Collection, if the Company is seeking to Terminate the service of a Customer that the Company knows to fit within the definition of Elderly or Disabled or if the Company is seeking to Terminate a Customer during the Winter Moratorium, the Company in addition to sending a ten (10) day Termination Notice, shall also attempt to make telephone or other documented electronic means of contact with the Customer, or his or her designee on file with the Company, to explain the impending termination of service and, where permitted, to enter into a Prescribed Payment Plan with the Customer. In the event initial contact is not made, the Company shall send a second written or documented electronic notification. In the event the Customer does not make contact with the Company within ten (10) days of the date of the second notification, the Company may proceed with the termination of service.
- H.** If a Company has not previously issued a Termination Notice, the Company shall issue a Termination Notice to a Customer when the Customer's arrearage balance equals an amount equal to the Customer's last twelve (12) months of consumption billings.

VI. Termination of Service

A. The Company may Terminate service to a Customer after complying with Reasonable Methods of Debt Collection with the following exceptions:

1. The Company may not Terminate service to a Customer if the only arrearage is related to a pending Billing Dispute being investigated by the Division,
2. The Company may not Terminate service if the Customer provides the Company with a certification that a resident in the Customer's household fits within the definition of Seriously Ill. Provided, however, that a Customer whose household has exceeded the hazard duration or time limitation parameters for this protection, as defined in these Rules, shall not be eligible for this protection and shall be subject to immediate Termination of Service.
3. During the Winter Moratorium Period, a Company may not Terminate service to a Customer who takes service from the Company for heating and has an arrearage balance of less than five-hundred dollars (\$500.00) or who is a non-heating customer with an arrearage balance of less than two hundred dollars (\$200.00).
4. During the Winter Moratorium Period, a Company may not Terminate service to a Financial Hardship Customer.

5. The Customer's household is the domicile of a person under the age of two (2) years and the Customer's service has not been previously shut off for nonpayment before the birth of the child; provided, that the Customer cannot afford to pay any overdue bill because of Financial Hardship (Ref. R.I.G.L. §39-1.1-2.1).

a. For the purpose of determining whether there is a residence in which there is a person under the age of two (2) years domiciled, the Company shall require certification from the Customer in the form of a birth certificate or other verifiable (i.e. hospital or physician) documentation within seven (7) days of claiming the protection. Such documentation may be mailed to the Company or sent to the company by facsimile or other electronic means to a number which shall be provided to the Customer by the Company or by the Division.

b. If initial notification is made by telephone to the Division of Public Utilities and Carriers, the Division shall inform the Customer that he or she has to contact the Company and forward to the Company within seven (7) days a birth certificate or

other verifiable (i.e. hospital or physician) documentation.

- c. Upon receipt of initial notification from the Customer, the Company shall review the Customer's account to verify that the Customer's service has not been previously shut off for nonpayment before the birth of the child. In the event the Company deems a customer ineligible for the protection, it shall immediately notify the Customer in writing of the determination and advise the Customer of his or her right to a review of the determination by the Division.
- d. If the Company determines the Customer's service has not been previously shut off for nonpayment before the birth of the child, the Company shall place a seven (7) day hold on the account to prevent termination of service pending receipt of a birth certificate or other verifiable (i.e. hospital or physician) documentation. After the expiration of the seven (7) day period, if the Company has received no certification from the customer in the form of a birth certificate or other verifiable (i.e. hospital or physician) documentation, Termination

of service may continue, absent the existence of any other protection to which the Customer may be entitled.

- e. In the event a customer's service was Terminated after the birth of a child, but before the Company was notified, the Customer may have his or her service restored upon providing the Company with a birth certificate or other verifiable (i.e. hospital or physician) certification.
 - f. Upon receipt of a birth certificate or other verifiable (i.e. hospital or physician) documentation from the Customer, the Company shall notify the Customer in writing of the protection and the date of expiration of the protection. No less than ten (10) days prior to the expiration of the protection, the electric or gas company shall notify the Customer of the impending expiration and shall include any notice of Termination of service together with the balance, if any, due on the account and the availability of Payment Plans.
6. The Company may not terminate service for electric Customers during a Summer Moratorium day as defined in these Rules.

VII. Tender of Payment to Field Personnel

- A. If the Company sends an employee to the Customer's premises for purposes of Terminating service, and the Customer then and there tenders payment of the amount due in full (i.e., pays the entire balance or brings the Customer's Budget Plan or Prescribed Payment Plan current as of the most recent bill), the service shall not be Terminated.

VIII. Plans for Payment to be Offered by the Company

- A. Each Company shall offer Budget Plans to all Customers.
1. Each Budget Plan shall be explained verbally at the time of creation and shall be documented and memorialized and provided to the Customer.
- B. Each Company shall offer a Prescribed Payment Plan to all Customers.
1. A Prescribed Payment Plan shall be applied, in conjunction with a Budget Plan, to an arrearage on a Customer's account, upon request from the Customer, in cases where the Customer has received a Termination Notice from the Company.
 2. Under a Prescribed Payment Plan, a Customer shall be required to: (1) pay for his or her prospective consumption under a Budget Plan, and (2) pay one-

twelfth (1/12) of the outstanding arrearage each month for a period of twelve (12) consecutive months.

3. A Prescribed Payment Plan shall be explained verbally at the time of creation and the Prescribed Payment Plan shall be documented either in writing or electronically, including but not limited to phone conversations, e-mails, or text messages.
4. A Customer shall be considered to have defaulted on a Prescribed Payment Plan at the point where the Customer's required payments under the combined Prescribed Payment and Budget Plans have fallen behind by an amount equal to two (2) months of the required twelve (12) months of payments..
5. A Customer shall only be entitled to one (1) Prescribed Payment Plan prior to Termination of service, and shall remain ineligible for a subsequent Prescribed Payment Plan until such time full payment in satisfaction of his or her outstanding arrearage balance.

C. Each Company shall provide an Arrearage Forgiveness Payment Plan to Very Low Income Customers (Ref. R.I.G.L. §39-2-1(d)) as follows:

1. A Very Low Income Customer who is terminated from gas and/or electric service or has received a Termination

Notice from the Company on a date specified, shall be eligible to have electric and/or gas utility service restored providing the following conditions are met::

- a. the Customer pays twenty-five percent (25%) of the Customer's unpaid balance; and
- b. the Customer agrees to pay one thirty-sixth ($1/36$) of one half ($1/2$) of the Customer's remaining balance per month for thirty-six (36) months; and
- c. the Customer agrees to remain current with payments for current usage; and
- d. the Customer has shown, to the satisfaction of the Division, that the Customer is reasonably capable of meeting the payment schedule listed above. The restoration of service provided for by this subsection shall be a one-time right; failure to comply with the payment provisions set forth in this subsection shall be grounds for the Customer to be dropped from the repayment program established by this subsection, and the balance due on the unpaid balance shall be due in full and shall be payable in accordance with these Rules. A Customer who completes the schedule of payments pursuant to this subsection shall have the balance

of any arrearage forgiven, and the Customer's obligation to the gas and/or electric company for such balance shall be deemed to be fully satisfied. The amount of the arrearage so forgiven shall be treated as bad debt for purposes of cost recovery by the Company.

2. A Customer shall be considered to have defaulted on an Arrearage Forgiveness Payment Plan if the Customer fails to remain current with the required payments. Remaining current with payments shall mean the Customer: (a) misses no more than a total of three (3) payments in the thirty-six (36) month period covered by the agreement; and (b) misses no more than two (2) payments in any one calendar year, provided that such missed payments in a calendar year are not consecutive and that payments for that year are up-to-date by October 31st.
3. A Customer terminated from service under the Arrearage Forgiveness Plan shall be eligible to enroll in a Prescribed Payment Plan with the Company. Such a Prescribed Payment Plan will address the Customer's entire arrearage.

IX. Restoration of Service

A. Unless a longer period of time is requested by a Customer, if service has been terminated, the Company shall restore service within twenty-four (24) hours when the following conditions have been met::

1. the cause of the termination has been removed;
2. the Customer was validly protected from termination during the Winter Moratorium Period;
3. the Customer has provided full payment in satisfaction of his or her outstanding arrearage obligation;
4. the Customer provides the Company with evidence that a resident of the household qualifies as Seriously Ill, provided however that a Customer whose household has exceeded the hazard duration or time limitation parameters for this protection, as defined in these Rules, shall not be eligible for a restoration of service until such time as the Customer has provided full payment in satisfaction of the outstanding arrearage.
5. the Customer provides the Company with evidence that a resident of the household qualifies for the Infant Protection provisions under Part V, Section (D)(6) of these Rules; or

6. upon receipt of a determination by the Division that the termination was in error.

X. Review Process

- A.** A Customer who has a Billing Dispute must first contact the Company with whom the Billing Dispute arose. The Company shall attempt to reach a mutually satisfactory resolution to the Billing Dispute and shall not terminate service to the Customer during the pendency of the Company's investigation of the Billing Dispute and for ten (10) days following the results of its investigation.
- B.** If, after contacting the Company, the Customer and Company are unable to resolve the Billing Dispute, the Customer may submit the Billing Dispute to the Division for review within ten (10) days of the failure to reach a mutually satisfactory resolution in order to defer Termination of service. If the Customer elects to seek Division review of the Billing Dispute, the Customer must make the request in writing and clearly describe the nature of the dispute (i.e., whether the dispute arises from a billing error, such as mathematical errors; a failure to post payments; improper meter reads; or a failure to send the bill in a timely manner)
- C.** Upon receipt of a request by a Customer for a Billing Dispute review, the Division shall treat the request as a "formal

complaint” made pursuant to Rule 7 of the Division’s *Rules of Practice and Procedure*.

1. In accordance with the provisions of Rule 7(b) of the Division’s *Rules of Practice and Procedure*, the Division shall conduct a preliminary investigation to determine whether the Billing Dispute complaint states a cause of action within its jurisdiction. If so, the Division shall make whatever investigation it deems necessary or convenient to ascertain whether probable cause exists for the Billing Dispute complaint. This investigation may be conducted through a meeting, and/or through telephone calls and conferences with the Customer and Company. The Customer and Company are required to cooperate fully with the Division during this investigation. In the event that the Division is unable to timely conduct its investigation due to a lack of cooperation by the Customer or Company, the Division is authorized to dismiss the Customer’s Billing Dispute complaint or adjust the bill.
2. In conducting its investigation the Division may request information and documents from the Customer and/or the Company regarding the Customer’s account history, billing records, meter records, etc.

3. If after conducting its investigation the Division determines that a cause of action within its jurisdiction does not exist, or that probable cause is absent, it will so advise the Customer and Company in writing, after which the Company may proceed with Termination of service. If, however, the Division finds that a cause of action within its jurisdiction and that probable cause exists, it will inform the Customer and Company of its findings and set a date and place for a formal hearing.
4. Both the Customer and the Company must appear at the formal hearing. In accordance with State law, the Company must be represented by legal counsel. The Customer may appear *pro se* or be represented by legal counsel.
5. The Customer shall be entitled to one (1) continuance of the scheduled formal hearing provided however that the Customer's failure to attend the initially scheduled formal hearing without at least twenty-four (24) hours notice to the Division shall constitute just cause for dismissal of the Billing Dispute complaint by the Division. If after requesting a continuance, the Customer fails to attend the second scheduled formal hearing, the Division may dismiss the Billing Dispute complaint.

- D.** A Customer who believes the Company has denied Financial Hardship status in error may submit such a claim to the Division for review in the same manner as a Billing Dispute.
- E.** A Customer who believes his or her Termination of service was conducted in error shall be entitled to a review by the Division in the same manner as a Billing Dispute. The Company is not required to restore service while the Division is investigating such a complaint.

XI. Bill Inserts

- A.** At least once annually, the Company shall provide all Customers by bill insert with notification of the availability of Budget Plans.
- B.** The Company shall provide a bill insert one month prior to the commencement of, and two months prior to the conclusion of, the Winter Moratorium Period that will advise Customers of the availability of a Prescribed Payment Plan and of the Rules governing the protections available to Financial Hardship Customers during the Winter Moratorium period.

XII. Repeal of Prior Regulations

- A.** All Rules and Regulations Governing the Termination of Residential Electric, Gas and Water Utility Services adopted on prior dates are hereby repealed and superseded by these Rules and Regulations in their entirety.

XIII. Severability

- A.** The provisions of these Rules shall be severable and if the application of any clause, sentence, paragraph, subdivision, section or part of these Rules shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the application of any other clause, sentence paragraph, subdivision, section or part of these Rules.
- B.** The provisions of these Rules shall be severable and if the application of any clause, sentence, paragraph, subdivision, section or part of these Rules shall be preempted by Federal Law or subsequent changes to State Law, such preemption shall not affect, impair, or invalidate the application of any other clause, sentence, paragraph, subdivision, section or part of these Rules.